

COURT FILE NUMBER KBG-SA-01002-2024

COURT COURT OF KING'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

APPLICANT ROYAL BANK OF CANADA

RESPONDENT MOOSE JAW AUTO & LEISURE LTD.

DOCUMENT FIRST REPORT OF BDO CANADA LIMITED, IN ITS
CAPACITY AS COURT APPOINTED RECEIVER OF
MOOSE JAW AUTO & LEISURE LTD.

FEBRUARY 28, 2025

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
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INTRODUCTION

1. On August 27, 2024, Royal Bank of Canada (“**RBC**” or the “**Applicant**”) made an application to the Court of King’s Bench for Saskatchewan (the “**Court**”) seeking an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended (the “**BIA**”), section 10-15 of the *King’s Bench Act*, SS 2023, c 28, and section 64(8) of the *Personal Property Security Act*, 1993, SS 1993, c P-6.2 (the “**PPSA**”) to appoint BDO Canada Limited (“**BDO**”) as receiver (the “**Receiver**”), without security, of all the assets, undertakings, and properties of Moose Jaw Auto & Leisure Ltd. (“**MJAL**” or the “**Company**”) acquired for or used in relation to the business carried on by the Company (the “**Property**”). On August 27, 2024 (the “**Date of Receivership**”), the Honourable Justice P.T. Bergbusch granted an order (the “**Receivership Order**”) appointing BDO as Receiver in respect of the Property. A copy of the Receivership Order, attached hereto as **Appendix A**, and other information regarding the receivership proceedings can be accessed on the Receiver’s website at <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/moosejawauto>.
2. The Receivership Order provides, *inter alia*, for the following:
 - (a) The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges and the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property as security for such fees and disbursements, both before and after the making of the Receivership Order, and the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges, and encumbrances, statutory or otherwise, in favour of any Person (as defined in the Receivership Order), but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA;
 - (b) The Receiver and its legal counsel shall pass its accounts from time to time; and
 - (c) The Receiver is expressly empowered and authorized to (amongst other powers):

- (i) Take and maintain possession and control of the Property, to market and sell the Property (without the approval of the Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$2,000,000), and to assign the Company into bankruptcy; and
 - (ii) Borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 or such greater amount as the Court may by further Order authorize (the “**Borrowing Facility**”).
- 3. This report constitutes the first report of the Receiver (the “**First Report**”), and is being filed to inform the Court as to the following:
 - (a) The activities of the Receiver since the Date of Receivership;
 - (b) Details of the Company’s assets and liabilities including charges, security interests, and encumbrances registered against the Property; and
 - (c) The results of the Receiver’s Sales Process (as defined below) as described in paragraphs 21 to 30 herein.
- 4. Furthermore, this First Report is being filed in support of the Receiver’s motion to this Honourable Court on March 14, 2025, seeking the following:
 - (a) Approval of the First Report and the reported actions of the Receiver since the Date of Receivership in respect of administering these receivership proceedings, including the approval of the Receiver’s Statement of Receipts and Disbursements for the period August 27, 2024 to February 27, 2025 and the Receiver’s Sales Process;
 - (b) Approval of the Receiver’s Holdback (as defined below) to complete the within motion and to finalize the receivership proceedings;
 - (c) Approval of the payment of the Priority Distributions (as defined below), after retention of the Receiver’s Holdback;

- (d) Approval of the payment of any amounts remaining from the Receiver's Holdback to RBC on account of the priority of the RBC Security up to the amount of the RBC Indebtedness (both as defined below);
- (e) Approval of the fees and disbursements of the Receiver and its legal counsel, including the Estimated Receiver's Fees and the Estimated Legal Fees (both as defined below); and
- (f) An Order providing for the discharge of the Receiver.

TERMS OF REFERENCE

5. In preparing this First Report, the Receiver has relied upon unaudited financial information, the books and records of the Company, and discussions with former management of the Company ("**Management**"), interested parties, and the stakeholders of the Company.
6. The financial information of the Company has not been audited, reviewed or otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this First Report may not disclose all significant matters about the Company. Additionally, none of the Receiver's procedures were intended to disclose defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Receiver's attention. Accordingly, the Receiver does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this First Report.
7. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

- Capitalized terms used in this First Report but not defined herein are as defined in the Receivership Order.

BACKGROUND

- MJAL is a private company incorporated under the laws of the Province of Saskatchewan on July 8, 2022, with Lawrence Chang (“**Mr. Chang**”) and Stephen Vickar (“**Mr. Vickar**”) appointed as both directors and officers of the Company. As detailed in the affidavit of Kerry Orth dated August 13, 2024 (the “**Orth Affidavit**”), at all material times, MJAL carried on the business of selling, leasing, and repairing motor vehicles, trailers, and recreational equipment from leased premises located at 1400 Lakeview Road, in Moose Jaw, Saskatchewan (the “**Premises**”).
- RBC is the principal secured lender to the Company in respect of the Property and holds various first ranking security positions (the “**RBC Security**”) against the Property. As detailed in the Orth Affidavit, RBC was owed approximately \$1.5 million (the “**RBC Indebtedness**”) (plus legal fees, costs, and expenses) from the Company as at July 15, 2024, with interest continuing to accrue thereon.

Possession and Control of the Property

- On August 28, 2024, the Receiver attended at the Premises and took steps to take possession and control of the Company and the Property, which included changing all of the locks to the Premises. Prior to the Date of Receivership, the Company had ceased operations and had terminated all employees. The Receiver engaged certain former employees to assist with the administration of the receivership proceedings on a temporary and limited basis.
- Immediately following its appointment, the Receiver confirmed that property and liability insurance coverage was in place, and coordinated with the insurance broker to maintain ongoing coverage.

ACTIVITIES OF THE RECEIVER

- Since the Date of Receivership, the Receiver has undertaken the following activities with

respect to the Property:

- (a) Attended onsite at the Premises on the Date of Receivership to take possession and control of the Property;
- (b) Arranged for the locks to be changed at the Premises;
- (c) Arranged with certain former employees to assist the Receiver on an as needed basis;
- (d) Corresponded with Northbridge General Insurance Corporation to have the Receiver added as a named insured in respect of the Property;
- (e) Arranged for the redirection of mail;
- (f) Completed statutory reporting and notice requirements under the BIA;
- (g) Corresponded with third parties who asserted an interest in certain property located on the Premises, and released the Receiver's interest therein as appropriate;
- (h) Facilitated and completed the Sales Process; and
- (i) Prepared, reviewed, and finalized this First Report.

OPERATIONS

14. MJAL ceased operations on or about July 17, 2024, and all remaining employees of the Company were terminated at that time. Accordingly, as at the Date of Receivership, the Receiver did not recommence operations, but did engage certain former employees on a contract basis to assist with the administration of the receivership proceedings.
15. As MJAL had no employees as at the Date of Receivership, the Receiver did not complete any filings under the Wage Earner Protection Program (“WEPP”).

ASSETS

Accounts Receivable

16. Based on MJAL's July 31, 2024 financial statements (the "**July Financial Statements**"), accounts receivable totaled approximately \$38,864 (the "**A/R Balance**") and were comprised of the following:
 - (a) Service Department - \$13,572;
 - (b) Manufacturers - \$1,500;
 - (c) Unit Warranties - \$16,232
 - (d) Goods and Services Tax ("**GST**") - \$2,266; and
 - (e) Other - \$5,294.

17. The Receiver has reviewed the above accounts with Management who advised as follows:
 - (a) Approximately \$9,352 of the Service Department balance is due from West Coast Motor Sales & Leasing Corp. and RVANA Leisure Group Inc., two (2) related companies that are no longer operating and have no ability to pay. The balance of approximately \$4,220 relates to closed repair orders in regard to which the Company's records cannot readily identify the party who actually owes the amount(s);
 - (b) The Manufacturers balance related to a sales incentive rebate believed to be owing from Lund Boats ("**Lund**"). In correspondence with Lund, the Receiver was advised that Lund applied a credit to the MJAL parts account for the rebate, and accordingly, no amounts remain owing to MJAL;
 - (c) The Unit Warranties balance is a running account that tracked both warranty claims and payments received. Management advised that payments were not properly applied, and insufficient information is available to determine what amounts (if any) may actually be owed and from whom; and

- (d) The GST and Other balances represent GST refunds, from which the Receiver has collected approximately \$7,127.

Given the above, the Receiver is not expecting any further collections from the A/R Balance.

Fleet Inventory, Shop Inventory and Supplies, and Other Assets

- 18. As at the Date of Receivership, the July Financial Statements disclosed fleet inventory with an aggregate book value of approximately \$1,829,604 million (the “**Fleet Inventory**”), comprised of the following:
 - (a) New Units - \$1,577,475; and
 - (b) Used Units - \$252,129.

- 19. The July Financial Statements disclosed shop inventory, supplies, and other assets with an aggregate net book value of approximately \$693,686 (the “**Shop Inventory and Supplies**”, and collectively with the Fleet Inventory, the “**Assets**”), comprised of the following:
 - (a) Parts and Supplies - \$178,113;
 - (b) Building Improvements and Leaseholds - \$28,091;
 - (c) Machinery and Shop Equipment - \$13,166;
 - (d) Furniture and Fixtures – \$9,629;
 - (e) Vehicles - \$10,351;
 - (f) Computer Equipment - \$4,336; and
 - (g) Goodwill - \$450,000.

- 20. As further detailed below, the McDougall Transaction (as defined below) comprised all of the Assets of the Company (and excluded the A/R Balance).

SALES PROCESS

21. In accordance with paragraph 3(k) of the Receivership Order, the Receiver was authorized to *“market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate”*. Accordingly, the Receiver prepared a sales and information package (the **“SIP”**) dated September 6, 2024, attached hereto as **Appendix B**, in order to solicit interest in MJAL’s Assets (the **“Sales Process”**).
22. Certain of the terms and conditions detailed in the SIP included, but were not limited to, the following:
 - (a) The Receiver was seeking sale proposals and/or offers from interested parties for the realization of the Assets (described in the SIP as Parcel 1 - Fleet Inventory and Parcel 2 - Shop Inventory and Supplies);
 - (b) The Assets were being offered for sale on an “as is, where is” basis;
 - (c) The Receiver would not be obligated to accept the highest offer, or any proposal;
 - (d) Viewings were to be coordinated with the Receiver, along with any information requests;
 - (e) Proposals and offers were to be submitted by September 20, 2024 (the **“Submission Deadline”**); and
 - (f) Interested parties seeking to purchase either the Fleet Inventory and/or the Shop Inventory and Supplies would be required to submit a standard form of offer prepared by the Receiver, acknowledging that any offer accepted by the Receiver may be subject to further approval and order of the Court.
23. Interested parties were identified through discussions with Management and RBC, industry contacts, and industry contact lists. The Receiver compiled a list of thirty-five (35) potential interested parties (the **“Potential Interested Parties”**) comprised of the following:

- (a) Twenty (20) industry participants/competitors; and
- (b) Fifteen (15) liquidators.
24. The Receiver began contacting the Potential Interested Parties by phone on September 6, 2024 (the “**Direct Solicitation Process**”). Given the nature of the Assets, and as the Receiver was not intending to solicit interest on an individual unit basis from retail customers, the Receiver did not advertise the Sales Process in any regional or national publication(s). Based on the Receiver’s past experience, such advertising was not expected to generate any additional prospective interested parties.
25. In aggregate, twenty-six (26) of the Potential Interested Parties expressed an interest in the Sales Process and received the SIP on or after September 6, 2024. These twenty-six (26) Potential Interested Parties comprised thirteen (13) industry participants/competitors, and thirteen (13) liquidators. Of these, seven (7) Potential Interested Parties attended the Premises to inspect the Assets.
26. At the Submission Deadline, the Receiver received submissions from ten (10) parties (inclusive of three (3) liquidators who submitted both asset purchase and auction proposals) (the “**Offers**”), as summarized below:

ASSET PURCHASE OFFERS

#	Offeror	En Bloc	Parcel 1 Fleet Inventory	Parcel 2 Shop Inventory & Supplies
1	McDougall Auctioneers	1,181,417	-	-
2	ArrKann Trailer & Sport Centre Ltd.	-	976,000	20,000
3	Joiner Auctions/Infinity Asset Solutions	810,000	-	-
4	Ritchie Bros.	805,000	-	-
5	Four Seasons Sales	-	803,000	8,700
6	Western RV Country Ltd.	-	773,000	-
7	Carefree RV	-	351,000	-
8	Corporate Assets	265,000	-	-

AUCTION PROPOSALS

#	Offeror	Sale Process	Parcels Included	Net Minimum Guarantee ("NMG")	Straight Commission	Commission Structure / Occupancy
1	McDougall Auctioneers	Auction	Parcels 1, 2	1,156,202	0% (excluding buyer's premium)	- 98%/2% in favour of the Receiver for all sales beyond \$1,272,053. - \$25,000 freight charge to move assets from the Premises.
2	Joiner Auctions / Infinity Asset Solutions	Auction	Parcels 1, 2	775,000	6%	- 85%/15% in favour of the Receiver for all sales beyond \$850,000. - 60-day occupancy.
3	Yorkton Auction Centre	Auction	Parcels 1, 2	625,000	5% (plus \$15,000 for expenses)	- 92%/8% in favour of the Receiver for all sales beyond \$703,125. - occupancy until Oct 31, 2024 (approximately 35-days).
4	Corporate Assets	Auction	Parcels 1, 2	225,000	2.5% (plus \$7,500 in expenses)	- 90%/10% in favour of the Receiver for all sales beyond \$240,000. - 60-75 day occupancy.
5	C3 - Crescent Commercial Corporation	Auction	Parcels 1, 2	N/A	0% (plus \$50,000 for expenses)	- 100%/0% in favour of the Receiver. - compensation of \$50,000 for expenses plus buyer's premium. - 45-60 day occupancy.

Further details of the submissions (the “**Offer Summary**”) are attached hereto as **Appendix C**. The Offer Summary was shared with RBC on September 23, 2024.

27. Subsequent to the Submission Deadline, the Receiver engaged in various correspondence with RBC and with certain of the parties who submitted an Offer, clarifying questions in respect of their submissions.
28. On September 25, 2024, in consultation with RBC, it was determined that the net minimum guarantee (“**NMG**”) auction proposal submitted by McDougall Auctioneers Ltd. (“**McDougall**”) in the amount of \$1,156,202 appeared to be the superior proposal received in the Sales Process (the “**McDougall Transaction**”), as it maximized realizations, provided for upside potential beyond the NMG, and minimized the uncertainties associated with a straight commission auction. Additionally, the McDougall Transaction contemplated moving the assets from the Premises within a ten (10) day period of acceptance, which would limit the ongoing costs of occupancy. Although the freight costs to move the Assets approximated \$25,000, the Receiver was of the view that conducting an onsite auction at the Premises would exceed that amount, given the monthly rental cost of \$20,000 (plus GST), ongoing utility costs, and McDougall’s sixty (60) day occupancy period requirement. Accordingly, on September 27, 2024, the Receiver entered into an auction services agreement with McDougall (the “**Auction Services Agreement**”), a true copy of which is attached hereto as **Appendix D**. The Receiver rejected the other Offers and returned the accompanying deposits.
29. In accordance with paragraph 3(1) of the Receivership Order, the Receiver was authorized to sell, convey, transfer, lease, or assign the Property, or any part or parts thereof, out of the ordinary course of business without the approval of the Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions did not exceed \$2,000,000. As no individual Asset sale was expected to exceed \$250,000, and McDougall’s NMG proposal was below the \$2,000,000 threshold requiring approval of the Court, in consultation with McDougall, the Receiver’s legal counsel, and RBC, the Receiver determined that it was not necessary to seek Court

approval of the Auction Services Agreement prior to entering into same (in order to minimize the costs of the receivership proceedings). Furthermore, as detailed below, as RBC was the only secured creditor with an interest in the Assets, RBC agreed to voluntarily discharge its PPSA registrations concurrently with the sale of the Assets by McDougall, allowing McDougall to sell the Assets free of encumbrances.

30. Given the above, the Receiver entered into the Auction Services Agreement, premised on the following:
- (a) The aggregate consideration of the McDougall Transaction was superior to all other Offers submitted during the Sales Process;
 - (b) The McDougall Transaction was expected to provide equivalent and/or superior net realizations for the Assets to what would be expected in a bankruptcy scenario;
 - (c) The McDougall Transaction limited the ongoing costs of holding and monitoring the Assets and the Premises (which costs were being borne exclusively by RBC);
 - (d) RBC is the primary secured creditor with approximately \$1.5 million of debt owing as at the Date of Receivership. Although RBC will incur a significant loss on the McDougall Transaction, the McDougall Transaction will maximize RBC's recoveries;
 - (e) The McDougall Transaction provided certainty of outcome in an uncertain market;
 - (f) The Sales Process was conducted in a fair and transparent manner, and with integrity, in accordance with the SIP; and
 - (g) The Receiver discussed and shared all the Offers received during the Sales Process with RBC, and RBC was supportive of the McDougall Transaction.

CREDITOR CLAIMS AND PROPOSED DISTRIBUTIONS

31. On December 31, 2024, the Receiver received a written opinion (the "**Security Opinion**") from its independent legal counsel, MLT Aikins LLP ("**MLTA**"), opining that, subject to

customary assumptions and qualifications, the RBC Security:

- (a) is valid and enforceable;
 - (b) is the first ranking security interest in the Property of the Company located in Saskatchewan;
 - (c) is the first ranking security interest in the Property of the Company located in Manitoba, subject only to:
 - (i) a serialized goods registration in favour of Vickar Community Chevrolet Ltd. (“**Vickar Chevrolet**”) in respect of a 2020 Skidsteer Case Loader (the “**Skidsteer**”); and
 - (d) ranks in priority to the unsecured creditors of the Company and any subsequently appointed Licensed Insolvency Trustee in bankruptcy (should one be appointed).
32. The Company’s records indicated that there were no amounts owed to Canada Revenue Agency (“**CRA**”), the Saskatchewan Ministry of Finance (“**SK Finance**”), or to any former employees as at the Date of Receivership. Furthermore, on October 16, 2024, CRA provided the Receiver with the results of its payroll source deduction and GST trust examinations, which confirmed that there were no amounts owing by the Company. On September 4, 2024, the Company was provided with a statement of account from SK Finance, confirming that no amounts were owed to SK Finance as at July 31, 2024.
33. As noted above, as all employees of the Company were terminated prior to the Date of Receivership, and the Company believed that no amounts were owed to any former employees, the Receiver did not initiate any WEPP filing.
34. On December 4, 2024, the Receiver, Vickar Chevrolet, and Mr. Vickar, co-lessee of the Skidsteer, entered into a settlement agreement whereby the net sale proceeds from the Skidsteer were to be split equally between RBC and Mr. Vickar. As at the date of this First Report, Mr. Vickar has been paid his 50% entitlement.

35. Based on the above, the Receiver is recommending to this Honourable Court that the following priority distributions (collectively the “**Priority Distributions**”) be made from the Trust Funds (as defined below):
- (a) Subject to any potential reserves the Receiver determines to be necessary in order to finalize the Receivership proceedings and account for the Estimated Receiver Fees and the Estimated Legal Fees (as defined below) (collectively the “**Receiver’s Holdback**”), which amounts to \$40,000 (plus taxes), the balance of the Trust Funds to be distributed to RBC on account of the RBC Security, up to the value of the RBC Indebtedness.
36. Other unsecured creditors include third parties who have not asserted any security interest in the Property or proceeds therefrom. As at the Date of Receivership, the Company listed unsecured creditors with claims of approximately \$2.4 million.

FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL

37. Pursuant to paragraph 18 of the Receivership Order, the Receiver and its legal counsel shall pass their accounts from time to time. The Receiver is of the view that the primary party with an interest in such accounts is RBC, given that RBC holds a priority interest over all of the Property of the Company. RBC has been served with this First Report and has been provided with all invoices of the Receiver within these proceedings.
38. Attached as **Appendix E** is a summary of the invoices of the Receiver for fees and disbursements incurred during the course of the proceedings for the period August 27, 2024 to February 23, 2025. The Receiver’s accounts total \$70,084 in fees and disbursements, inclusive of GST. The Receiver estimates that its fees and disbursements incurred subsequent to February 23, 2025, to finalize this First Report, to prepare for and attend the March 14, 2025 hearing, and to finalize the Receiver’s discharge will approximate \$25,000 (plus GST) (the “**Estimated Receiver Fees**”).
39. The fees charged by the Receiver are based on the amount of professional time required at hourly billing rates, which vary depending upon the experience level and location of professionals involved. The average blended hourly rate charged by the Receiver in these

proceedings for invoices issued to date is \$443 per hour. The rates charged by the Receiver are the normal rates and charges for engagements of this nature, and are comparable to the rates charged for the provision of services by other professional firms providing specialized financial advisory services.

40. The Receiver is of the view that its fees and disbursements are fair and reasonable in the circumstances and have been duly rendered in response to the required and necessary duties of the Receiver in accordance with the provisions of the Receivership Order.
41. Attached as **Appendix F** is a summary of the invoices of the Receiver's legal counsel for fees and disbursements incurred during the course of the proceedings for the period August 13, 2024 to January 31, 2025. The accounts total \$15,221 in fees and disbursements inclusive of RST and GST. The Receiver's legal counsel estimates that its fees and disbursements incurred subsequent to January 31, 2025, to prepare for and attend the March 14, 2025 hearing, and to assist with finalizing the Receiver's discharge will approximate \$15,000 (plus taxes) (the "**Estimated Legal Fees**").
42. The Receiver has reviewed the invoices rendered by its legal counsel and finds them reasonable and validly incurred in accordance with the provisions of the Receivership Order.
43. Copies of the invoices of the Receiver's legal counsel, which outline the dates the work was completed, the description of the work completed, the length of time taken to complete the work, and the names and rates of the individuals who completed the work, can be made available to the Court upon request.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

44. The Receiver has prepared a Statement of Receipts and Disbursements for the period August 27, 2024 to February 27, 2025 for the Company, a copy of which is attached hereto as **Appendix G**. Total receipts were \$1,247,073 and total disbursements were \$161,375, resulting in \$1,085,698 (the "**Trust Funds**") being held in trust by the Receiver.

45. As at the date of this First Report, the Receiver has not borrowed any funds under the Court authorized Borrowing Facility.

APPROVALS SOUGHT

46. The Receiver believes that, other than completing the Priority Distributions and concluding certain administrative matters, the Receiver's mandate pursuant to the Receivership Order (the "**Receiver's Mandate**") is substantially complete.
47. For the reasons outlined above, the Receiver respectfully requests that the Court grant an Order:
- (a) Approving all activities, actions, and proposed courses of action of the Receiver to date in relation to the discharge of its duties and the Receiver's Mandate pursuant to the Receivership Order, as such actions of the Receiver are more particularly described in this First Report, including approving the Receiver's Statement of Receipts and Disbursements for the period August 27, 2024 to February 27, 2025 and the Sales Process;
 - (b) Approving the Receiver's Holdback to complete the within motion and to finalize the receivership proceedings, without the requirement of taxation or formal passing of accounts;
 - (c) Approving payment of the Priority Distributions after retention of the Receiver's Holdback;
 - (d) Approving payment of any amounts remaining from the Receiver's Holdback to RBC on account of the priority of the RBC Security up to the amount of the remaining RBC Indebtedness;
 - (e) Approving the fees and disbursements of the Receiver and its legal counsel for the period August 27, 2024 to February 23, 2025, and August 13, 2024 to January 31, 2025, respectively, and including the Estimated Receiver's Fees and the Estimated Legal Fees;

- (f) That upon payment of the Priority Distributions and any amounts remaining from the Receiver's Holdback to RBC, the Receiver shall be discharged as Receiver; and
- (g) That upon the Receiver filing with this Honourable Court its discharge certificate (the "**Receiver's Discharge Certificate**") confirming that the Receiver has paid the Priority Distributions and the A/R Balance has been addressed, that BDO be discharged from any and all liability, save and except for any liability arising out of gross negligence or willful misconduct on the part of the Receiver, provided that notwithstanding such discharge:
 - (i) The Receiver shall remain Receiver for the performance of such routine administrative tasks as may be required to complete the administration of these proceedings; and
 - (ii) The Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections, and stays of proceedings in favor of BDO in its capacity as Receiver; and
- (h) Granting such further and other relief that the Court considers just and warranted in the circumstances.

All of which is respectfully submitted at Saskatoon, Saskatchewan, this 28th day of February 2025.

BDO CANADA LIMITED
In its capacity as Receiver of
Moose Jaw Auto & Leisure Ltd.
and not in its personal capacity.



Per: Brent Warga, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix A – Receivership Order

COURT FILE NUMBER KBG-SA-01002 of 2024

COURT OF KING'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

IN THE MATTER OF THE RECEIVERSHIP OF MOOSE JAW AUTO & LEISURE LTD.

Before the Honourable Justice P.T. Bergbusch in Chambers the 27th day of August, 2024.

Upon the application of Michael W. Milani, K.C., counsel for Royal Bank of Canada ("**RBC**") in respect of Moose Jaw Auto & Leisure Ltd. (the "**Debtor**"); and upon having read the Originating Application, the Affidavit of Kerry Orth sworn August 13, 2024; and upon reading the consent of BDO Canada Limited to act as receiver ("**Receiver**"); all filed; and upon hearing Michael W. Milani, K.C., counsel for RBC;

The Court Orders:

SERVICE

1. To the extent required, the time for service of notice of the application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**"), section 10-15 of *The King's Bench Act*, SS 2023, c 28, and section 64(8) of *The Personal Property Security Act*, 1993, SS 1993, c P-6.2 (the "**PPSA**") BDO Canada Limited is hereby appointed Receiver, without security, of all of assets, undertakings and properties of the Debtor acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property, and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties including, without limitation, those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$2,000,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause, and in each such case notice under section 59(10) of the PPSA and under section 60(5) of The Personal Property Security Act (Manitoba), R.S.M. 1987, c. P35 shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q.1) to assign the Debtor into bankruptcy without further order of this Honourable Court or obtaining a bankruptcy order in respect of the Debtor, if the Receiver determines that it is appropriate and in the best interests of the Debtor's estate to do so;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto provided, however, that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion

deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require, including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor or the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall: (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on; (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a mortgage or security interest; or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect a lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further steps shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Debtor and the Receiver. The stay and suspension shall not apply in respect of any "**Eligible Financial Contract**" as defined in section 65.1 of the BIA.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, including, without limitation, insurance coverage, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an Eligible Financial Contract with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

Nothing in this Order shall derogate from the protection afforded to the Receiver by section 14.06 of the BIA or any other applicable legislation.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

FUNDING OF THE RECEIVERSHIP

20. The Receiver shall be at liberty and is hereby empowered to borrow, by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not at any time exceed \$200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

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

GENERAL

25. The Receiver may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.


27. Unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
28. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
29. The Receiver shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and for the recognition that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
30. The Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
31. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.


NOTICE AND SERVICE

32. The Applicant shall, within ten (10) days of the date of this Order, cause a true copy of this Order to be served by prepaid ordinary mail on all Persons to whom the Receiver is required to send notice pursuant to section 245(1) of the BIA (the "**Notice**").
33. The Notice shall be deemed to have been received on the seventh day after mailing.
34. The Notice served pursuant to paragraph 32 above shall be accompanied by a cover letter in the form attached as Schedule "B" to this Order.
35. The Electronic Case Information and Service Protocol attached as Schedule "C" hereto (the "**Protocol**") is approved and adopted for these proceedings. Terms which are capitalized herein but otherwise not defined shall bear the respective meanings ascribed to them in the Protocol. Service of documents made in accordance with the Protocol shall (subject to review by the Court at the time of any application) constitute valid and effective service. A Case Website shall be established in accordance with the Protocol with the following URL: www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/moosejawauto. Applications in respect of this matter may be made upon three days notice.
36. The failure of any Person to forward a Request for Electronic Service or a Request for Facsimile Service to the Service List Keeper shall release the Receiver, the Applicant, and any other interested Person serving court materials in this matter from any requirement to provide further notice in respect of these proceedings to any such Person until such time as a properly completed request for such service is received from such Person by each of the counsel for the Receiver and the Applicant.

37. The Applicant and the Receiver shall be at liberty to serve the Notice on any other interested Person by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such Persons at their respective addresses as last shown on the records of the Applicant.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 27th day of AUGUST, 2024.


DEPUTY LOCAL REGISTRAR



This document was delivered by:

McDougall Gauley LLP

Lawyers: Michael W. Milani, K.C. and Paul Fedoroff
Address: 500-616 Main Street
Saskatoon, SK S7H 0J6
Telephone: (306) 565-5117/(306)665-5405
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E-Mail: mmilani@mcdougallgauley.com/
pfedoroff@mcdougallgauley.com

TO: Attached Service List

SCHEDULE "A"
RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "**Receiver**") of the assets, undertakings and properties of [DEBTOR'S NAME] (the "**Debtor**") acquired for, or used in relation to the Debtor's businesses, including all proceeds thereof (the "**Property**") appointed by Order of the Court of King's Bench of Saskatchewan (the "**Court**") issued the ____ day of _____, 20__ (the "**Order**") made in action _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act* (Canada) and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at *.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake any personal liability to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
Name:
Title:

SCHEDULE "B"

COVER LETTER OF DEMAND FOR NOTICE

[Date]

[Address]
[Address]
[Address]
[Address]

Attention:

RE: IN THE MATTER OF THE RECEIVERSHIP OF MOOSE JAW AUTO & LEISURE LTD.

A Receiver has been appointed by Order of the Court of King's Bench for Saskatchewan over the property, assets and undertaking of Moose Jaw Auto & Leisure Ltd. A copy of the Court Order appointing BDO Canada Limited as Receiver is posted on the Case Website at: www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/moosejawauto

You may wish to monitor these proceedings. If you wish to do so, you may obtain up to date information respecting all court matters, including court applications and Receiver's reports by accessing the Case Website at www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/moosejawauto.

If at any time, you would like to be served with court documents relating to further proceedings in relation to this matter, please review the Electronic Case Information and Service Protocol (the "**Protocol**") set forth in Schedule "C" to the Order and complete and transmit a Request for Electronic Service (or where permitted a Request for Facsimile Service) to each of the following persons:

1. Royal Bank of Canada
c/o McDougall Gauley LLP
500-616 Main Street
Saskatoon, SK S7H 0J6
Attention: Paul Fedoroff
Email: pfedoroff@mcdougallgauley.com

2. BDO Canada Limited
c/o MLT Aikins LLP
Suite 1201- 409 3rd Avenue South
Saskatoon, SK S7K 5R5
Attention: Carmen Balzer
Email: cbalzer@mltaikins.com

If you do not properly complete a request for service and forward that request by email to each of the above-referenced persons indicating that you require to be served with court documents in these proceedings, then you will not receive, nor will you be entitled to receive, any further notice of the proceedings.

DEMAND FOR NOTICE

TO:

1. Royal Bank of Canada
c/o McDougall Gauley LLP
500-616 Main Street
Saskatoon, SK S7H 0J6
Attention: Paul Fedoroff
Email: pfedoroff@mcdougallgauley.com

2. BDO Canada Limited
c/o MLT Aikins LLP
Suite 1201- 409 3rd Avenue South
Saskatoon, SK S7K 5R5
Attention: Carmen Balzer
Email: cbalzer@mltaikins.com

Re: In the Matter of the Receivership of Moose Jaw Auto & Leisure Ltd.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

a. by email, at the following email address:

_____, or

b. I do not have the ability to receive electronic mail, and am therefore eligible to request, and do hereby request, notice by facsimile at the following facsimile number:

_____.

Signature: _____

Name of Creditor: _____

Address of Creditor: _____

Phone Number: _____

SCHEDULE "C"

Electronic Case Information and Service Protocol

APPLICATION

1. This Electronic Case Information and Service Protocol shall apply to this proceeding except as otherwise ordered by the Court.

DEFINITIONS

2. For the purposes of this Protocol, the following capitalized terms shall have the meanings ascribed below:
 - (a) "**Case Website**" means the website referenced in paragraph 35 of the Implementation Order;
 - (b) "**Court**" means the Court of King's Bench for Saskatchewan, sitting in bankruptcy if applicable;
 - (c) "**Court Document**" means a document in this proceeding which must be served for the purposes of this proceeding and/or is to be filed, or has been filed or issued in the Court, including:
 - (i) originating applications;
 - (ii) notices of application;
 - (iii) affidavits;
 - (iv) reports of a Court Officer;
 - (v) briefs of law;
 - (vi) books of authorities;
 - (vii) draft orders;
 - (viii) fiats; and
 - (ix) issued orders;
 - (d) "**Court Officer**" means the receiver, monitor or proposed trustee appointed by or reporting to the Court in this proceeding;
 - (e) "**Creditor List**" means the list of creditors to be compiled in accordance with the terms of the Implementation Order;
 - (f) "**Email**" means electronic mail transmitted to a specified addressee or addresses;
 - (g) "**Email Address List**" means the Word Format list provided for in paragraph 23 of this Protocol;

- (h) **"Hyperlink"** means an active link located within an Email message or on a website, by which means an interested person can click to be linked to a document or part of a document on the Case Website;
- (i) **"Implementation Order"** means the order of the Court to which this Protocol is scheduled, and by which this Protocol is implemented;
- (j) **"PDF Format"** means the Portable Document Format compatible with a number of programs, including Adobe Acrobat and Acrobat Reader;
- (k) **"Protocol"** means this Electronic Case Information and Service Protocol;
- (l) **"Request for Electronic Service" or "RES"** means a request in the form appended to this Protocol as Appendix 1;
- (m) **"Request for Facsimile Service" or "RFS"** means a request in the form appended to this Protocol as Appendix 2;
- (n) **"Request for Removal from Service List" or "RFR"** means a request in the form appended to this Protocol as Appendix 3;
- (o) **"Service List"** means the list to be created pursuant to paragraphs 16 to 19 of this Protocol;
- (p) **"Service List Keeper"** means the person(s) appointed to keep the Service List pursuant to paragraph 16 of this Protocol;
- (q) **"Supplementary Email Address List"** has the meaning given to it in paragraph 26(b) of this Protocol;
- (r) **"Supplementary Service List"** has the meaning given to it in paragraph 26(a) of this Protocol;
- (s) **"URL"** means a Uniform Resource Locator which acts as an address for a webpage or Hyperlink;
- (t) **"Web Host"** means that person or persons appointed by the Court Officer for the purposes of hosting and maintaining the Case Website and receiving and posting case information to the Case Website as provided for in the Implementation Order and in this Protocol; and
- (u) **"Word Format"** means a format compatible with Microsoft Word

CASE WEBSITE

3. The Case Website shall be established in accordance with the Implementation Order.
4. The Case Website shall be hosted by the Web Host.
5. The Case Website shall be designed to ensure easy public access thereto and to any documents posted thereon. The Case Website shall be specifically devoted to the posting, organization, storage and display of electronic versions of Court Documents and other related documents as provided for herein.
6. The Web Host shall post the following categories of documents, as served or to be served:
 - (a) originating applications;

- (b) notices of application;
 - (c) affidavits, including exhibits, and other material filed by a moving or responding party with respect to an application;
 - (d) briefs and written arguments filed by any party with respect to an application;
 - (e) books of authorities (where the Web Host, in its discretion, determines that a book of authorities should be posted);
 - (f) reports filed by the Court Officer;
 - (g) orders, fiats, endorsements and judgments;
 - (h) the current version of the Service List and Email Address List;
 - (i) the name and Email address of each of the Service List Keeper(s) and the Web Host(s); and
 - (j) any document that requires dissemination to interested parties, such as summaries of claims processes, proof of claim forms, notices of creditor meetings, plan disclosure statements, plans of reorganization and voting letters, as requested by a party or the Court Officer.
7. Documents that have been sealed by Court order and documents in respect of which sealing orders have been or are being requested shall not be posted on the Case Website.
 8. The Web Host may post other case-related information to the Case Website in its discretion. Nothing in this Protocol shall affect any requirements set out in any legislation or regulations with respect to the posting of documents to a website by the Court Officer.
 9. To the extent practicable, the Web Host shall post links to foreign proceedings related to this proceeding on the Case Website.
 10. If the Web Host is uncertain whether a document should be posted on the Case Website, the Web Host may seek directions from the Court.
 11. Any party intending to bring an application in this proceeding shall, if reasonably practicable, provide an electronic copy of Court Documents to be served to the Web Host for posting on the Case Website prior to service to facilitate service by use of Hyperlink.
 12. The Web Host shall use its best efforts to post documents provided to it by a party to these proceedings in PDF Format on the Case Website as soon as practicable.
 13. The Web Host shall maintain the Case Website for a period of at least six months after the earlier of the completion of this proceeding or the discharge of the Court Officer.
 14. The Web Host is entitled to charge for the time spent maintaining the Case Website at its usual hourly rates. No additional charges or fees may be claimed with respect to the establishment and maintenance of the Case Website.
 15. The Web Host shall use its best efforts to maintain the Case Website in a current and complete state. In addition to any other protection that may be available to the Web Host by statute or court order the Web Host shall incur no liability or obligation in carrying out the provisions of this Protocol and, in particular, with respect to the creation and maintenance of the Case Website, except as a result of any gross negligence or wilful misconduct on the part of the Web Host.

SERVICE LIST

16. Prior to serving notice of the Implementation Order, the Court Officer shall designate and identify, in conjunction with service thereof, a person or persons who shall be responsible for keeping the Service List in this proceeding (the "**Service List Keeper**").
17. Following service of the Implementation Order, the Service List Keeper shall prepare the initial Service List for this proceeding, which shall include:
 - (a) counsel for the applicant in the proceeding;
 - (b) the Court Officer appointed in the matter and counsel for the Court Officer; and
 - (c) counsel for any party who appeared at the application giving rise to the Implementation Order.
18. Thereafter, the Service List Keeper shall add to the Service List in a timely manner:
 - (a) any person completing and delivering to the Service List Keeper a Request for Electronic Service (or RES) in the form contained in Appendix 1;
 - (b) any person (other than legal counsel, who are required to receive service by Email) completing and delivering to the Service List Keeper a Request for Facsimile Service (or RFS) in the form contained in Appendix 2, in which they certify that they do not have access to Email; and
 - (c) any other person as the Court may order.
19. The Service List shall list names, addresses, Email addresses, facsimile numbers (where permitted pursuant to this Protocol) and telephone numbers (if available) of the persons thereon.
20. Upon adding a person to the Service List, the Service List Keeper shall send an Email (or where permitted, facsimile) message to that person identifying themselves as the Service List Keeper and advising that:
 - (a) the person has been placed upon the Service List,
 - (b) Court Documents will be validly served upon the person by Email (or where permitted, facsimile); and
 - (c) any person on the Service List may serve Court Documents on any other person on the Service List in accordance with this Protocol.
21. Any person on the Service List may request in writing that the Service List Keeper remove that person by delivering a Request for Removal from Service List (or RFR) in the form contained in Appendix 3. Upon receipt of any such request, the Service List Keeper shall comply with the request. Subject to order of the Court, upon removal, any such person will no longer be entitled to service of documents or notice of further proceedings.
22. Those persons who are interested in monitoring a proceeding but are not required to be served with Court Documents are not to be placed on the Service List. Such persons should monitor this proceeding by accessing the Case Website.
23. In addition to the Service List, the Service List Keeper shall create and maintain a document, capable of being copied in Word Format, which contains the up to date Email addresses of all

persons on the Service List (the "**Email Address List**"). The purpose of the Email Address List is to allow persons on the Service List to copy and paste the Email addresses of the persons listed on the Service List into Emails for the purpose of serving Court Documents. This process is designed to avoid service of Court Documents using out of date or inaccurate Service Lists, and to discourage the undesirable practice of serving Court Documents by a "reply to all" on a previous Email.

24. The Service List Keeper shall, on a timely and periodic basis, provide an updated copy of the Service List and of the Email Address List to the Web Host for posting on the Case Website.
25. The Service List Keeper shall use its best efforts to maintain the Service List and Email Address List in a current and accurate state. In addition to any other protection that may be available to the Service List Keeper by reason of statute or court order, the Service List Keeper shall incur no liability in carrying out the provisions of this Protocol and, in particular, with respect to the creation or maintenance of the Service List and Email Address List, except for any gross negligence or wilful misconduct on its part.
26. During the course of this proceeding, certain applications may require service of Court Documents on respondents with an interest in that particular application only (for example, service on lien claimants with an interest only in a specific property which is the subject of a proposed sale approval and vesting order). In such circumstances:
 - (a) the party bringing the application shall prepare a service list identifying only the respondents that the applicant is required to serve or otherwise wishes to serve (a "**Supplementary Service List**");
 - (b) the party bringing the application shall prepare an Email address list corresponding to the Supplementary Service List (a "**Supplementary Email Address List**");
 - (c) the body of the original service Email shall note that the entire Service List has not been served;
 - (d) the party bringing the application shall append the Supplementary Service List and Supplementary Email Address List to the original service Email; and
 - (e) the affidavit of service with respect to that application shall include the Supplementary Service List.

SERVICE OF DOCUMENTS

27. Unless otherwise ordered by the Court, and except as provided herein, Email shall be the required mechanism to serve Court Documents on those persons referenced on the Service List.
28. All Court Documents shall be served by Email by way of a PDF Format file attached to, or by Hyperlink to such Court Document(s) embedded in, a service Email.
29. Any party wishing to serve a Court Document in this proceeding shall serve them upon the recipients listed in the current the Email Address List posted on the Case Website, as well as any recipients listed in the Service List entitled to service other than by e-mail pursuant to this Protocol. If possible, the serving party shall first make enquiries of the Service List Keeper to determine if the Service List Keeper is aware of any person who has filed a request to be added to the Service List or the Email Address List who has not yet been added.
30. Originating Applications, Notices of Application and any other document specified by court order shall be appended in PDF Format to the service Email.

31. All other documents shall, unless it is impracticable to do so by reason of time constraints or otherwise, be served by way of a Hyperlink embedded in the service Email, in accordance with the following:
- (a) Any party filing material with the Court in these proceedings may request that the Web Host post documents (including Court Documents) to the Case Website. Any such document shall be provided in PDF Format. The Web Host shall post such documents as soon as practicable. The Web Host shall retain the discretion to refuse documents which do not appear to comply with the requirements of this Protocol. The Web Host shall inform the party providing documents immediately upon posting, and provide Hyperlink information for each such document.
 - (b) Where a party is serving more than one document by Email by way of Hyperlink, the service Email shall specify each document being served and shall include a separate Hyperlink for each such document being served.
32. A service Email shall:
- (a) clearly state in the subject line of the Email:
 - (i) notification that a Court Document is being served;
 - (ii) a recognizable short form name of this proceeding; and
 - (iii) the nature of this proceeding or the order being served;
 - (b) identify the document(s) being served and:
 - (i) where the document(s) is/are attached, so indicate, with the identified documents attached in PDF Format with identifying filenames;
 - (ii) where the document(s) is/are being served by Hyperlink, so indicate and link the document(s) by Hyperlink to the Case Website. Where a party is serving more than one document in this manner, the service Email shall specify each document being served and shall include a separate Hyperlink for each such document being served;
 - (c) identify the party serving the Court Document; and
 - (d) provide the date of the proceeding and any other specific information with respect to the proceeding such as, for example, a specific commencement time or court location if known, in substantial accordance with format set forth in Appendix 4.
33. Where service by facsimile is authorized:
- (a) the transmission shall contain a copy of the service Email and of any document attached thereto;
 - (b) the facsimile cover sheet shall contain the following notation:

You are being served by fax with court documents, pursuant to the Order of the Court of King's Bench for Saskatchewan made <insert date> and in particular, the provisions of paragraphs <insert paragraph numbers> thereof. You may view that Order at the Case Website, and this transmission and reference to that document constitutes service of that Order upon you.

Particulars of the documents to be served and other information related to the associated Court matter are contained in the message following.

Please note that documents referenced in the following message but which are not attached to this transmission may be viewed at the Case Website located at <insert a list of documents and the URL for each document>.

34. Upon serving documents not already posted on the Case Website, the serving party shall immediately send an electronic copy of each to the Web Host, with a request to post the documents.
35. If a serving party receives notification of an Email or facsimile transmission failure, they shall make reasonable efforts to ensure that successful transmission of the Court Document occurs or that the Court Documents and related information come to the attention of the intended recipient or his or her firm.
36. Even though a Court Document has been served in accordance with this Protocol, a person may show that the Court Document:
 - (a) did not come to the person's notice;
 - (b) came to the person's notice later than when it was served or effectively served; or
 - (c) was incomplete or illegible.
37. Each party serving a Court Document in accordance with this Protocol shall prepare an affidavit of service containing the particulars of the service including the Service List served, the Email addresses to which Court Documents were sent and the time of the Emailing. A copy of the affidavit of service shall be filed with the Court.
38. Where, by the nature of the matter before the Court, it is appropriate to serve persons that are not on the Service List, any Court Document may be served as follows:
 - (a) if the person is listed on the Creditor List, by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such person at their respective addresses as last shown on the Creditor List, in which case service shall be deemed to have been effected if sent by personal delivery, on the date of delivery; if sent by courier, facsimile or other electronic transmission, on the next business day following the date of forwarding thereof; or if sent by prepaid ordinary mail, on the seventh day after mailing;
 - (b) if the person is not listed on the Creditor List, by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such persons at their respective addresses as last shown on the records of the applicant or the Court Officer or as otherwise publicly available; and
 - (c) otherwise, by service effected in accordance with *The Court of King's Bench Rules*.

APPENDIX 1

REQUEST FOR ELECTRONIC SERVICE ("RES")

Please refer to important notes below.

COURT OF KING'S BENCH FOR SASKATCHEWAN	
In Bankruptcy and Insolvency	
In the Matter of the	
<input type="checkbox"/> CCAA <input type="checkbox"/> Receivership <input type="checkbox"/> BIA Proposal <input type="checkbox"/> Other _____	
of:	
Moose Jaw Auto & Leisure Ltd. (the "Debtor")	
www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/moosejawauto .	
Legal Counsel to Person listed below: (please provide firm name, lawyer's name, address and Email address) Please indicate your preference (by checking applicable box below): <input type="checkbox"/> Serve counsel only <input type="checkbox"/> Serve counsel & person listed below	Law Firm Name: _____ Lawyer Name: _____ Address: _____ _____ Email address: _____
Name of Person requesting Service: (please provide full legal name, address, Email address and describe legal relationship to the Debtor)	Name: _____ Address: _____ _____

	Email address: _____
Date: (insert current date)	Date: _____

I acknowledge having read the Saskatchewan Court of King's Bench Electronic Case Information and Service Protocol. I hereby request to be placed on the Service List. By so doing, I agree that the person(s) named above that each accepts service by electronic means in this matter and will be bound by that service:

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO *MLT Aikins LLP* <cbalzer@mltaikins.com>

IMPORTANT NOTES

1. The Service List is intended to provide a timely and efficient method for effecting service in bankruptcy and insolvency in accordance with the Electronic Case Information and Service Protocol, a copy of which has been posted at www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/moosejawauto.
2. Persons interested solely in monitoring the proceedings should do so by reference to the Case Website noted above and should not request to be placed on the Service List.
3. By filing this RES form, you hereby agree that that you and any other person referenced herein accepts service by facsimile transmission as the sole means of service and will be bound by that service.
4. Parties residing outside of Saskatchewan should consider whether, based on substantive law, the delivery of an RES constitutes an attornment to the Saskatchewan proceedings.

APPENDIX 2

REQUEST FOR FACSIMILE SERVICE ("RFS")

(only available to parties not having access to Email)

Please refer to important notes below.

COURT OF KING'S BENCH FOR SASKATCHEWAN	
In Bankruptcy and Insolvency	
In the Matter of the	
<input type="checkbox"/> CCAA <input type="checkbox"/> Receivership <input type="checkbox"/> BIA Proposal <input type="checkbox"/> Other _____	
of:	
Moose Jaw Auto & Leisure Ltd. (the "Debtor")	
www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/moosejawauto .	
Name of Person requesting Service: (please provide full legal name, address, Email address and describe legal relationship to the Debtor)	Name: _____ Address: _____ _____ Facsimile number: _____
Date: (insert current date)	Date: _____

I acknowledge having read the Saskatchewan Court of King's Bench Electronic Case Information and Service Protocol. I hereby request to be placed on the Service List.

I hereby certify that I do not have access to Email, and that I require to be given notice of and to be served with documents by way of facsimile transmission.

By so doing, I agree that I accept service by facsimile in this matter and will be bound by that service:

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO *MLT Aikins LLP* <cbalzer@mltaikins.com>

IMPORTANT NOTES:

1. The Service List is intended to provide a timely and efficient method for effecting service in bankruptcy and insolvency in accordance with the Electronic Case Information and Service Protocol, a copy of which has been posted at www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/moosejawauto.
2. Persons interested solely in monitoring the proceedings should do so by reference to the Case Website noted above and should not request to be placed on the Service List.
3. By filing this RFS form, you hereby agree that you accept service by facsimile transmission as the sole means of service and will be bound by that service.
4. Parties residing outside of Saskatchewan should consider whether, based on substantive law, the delivery of an RFS constitutes an attornment to the Saskatchewan proceedings.

APPENDIX 3

REQUEST FOR REMOVAL FROM SERVICE LIST ("RFR")

Please refer to important notes below.

COURT OF KING'S BENCH FOR SASKATCHEWAN	
In Bankruptcy and Insolvency	
In the Matter of the	
<input type="checkbox"/> CCAA <input type="checkbox"/> Receivership <input type="checkbox"/> BIA Proposal <input type="checkbox"/> Other _____	
of:	
Moose Jaw Auto & Leisure Ltd. (the "Debtor")	
www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/moosejawauto .	
Name of Person or Counsel requesting Removal from Service List: (please provide full legal name, address, Email address (or facsimile number))	Name: _____ Address: _____ _____ Email address: _____
Date: (insert current date)	Date: _____

I wish to opt out of all further notice of these proceedings, and hereby request to be removed from the Service List.

I understand and acknowledge that delivery of this request to any party to this proceeding relieves all parties to this proceeding from any requirement to provide further notice of any steps in these proceedings to me.

I hereby represent that I am the person named above or have authority to deliver this request on behalf of such person.

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO *MLT Aikins LLP* <cbalzer@mltaikins.com>

APPENDIX 4

FORMAT FOR SERVICE EMAILS

TO: <Email addresses of parties to be served>
FROM: <Email address of party serving documents>
SUBJECT: Service of Court Documents – KBG-SA-_____ of * (<Name of Judicial Centre>) -
<Nature of Proceeding or Order Being Served>

ATTACHMENTS: <Documents Attached to Email>

You are hereby served with the Court Documents referenced below by <Name of Counsel> of <Name of Firm>, legal counsel for <Name of Party Represented> <Email address for service of counsel serving>.

The following Court Documents for service are attached to this Email:

<u>Name of Document</u>	<u>Filename</u>
-------------------------	-----------------

<enumerated list of documents and filenames>

The following Court Documents for service are posted on the Case Website and can be accessed by way of the links embedded in the filenames below:

<u>Name of Document</u>

<enumerated list of documents with embedded Hyperlinks>

[If required] This matter will be heard on <day>, <date> at <time> before <Justice of the Court if known> at the courthouse at <City>, located at <address>.

This Email is effecting service of court documents pursuant to the Order of the Court of King's Bench made <insert date > and in particular, the provisions of paragraphs <insert paragraph numbers> thereof. You may view that Order by clicking <here (with embedded link)>, and this Email constitutes service of that order upon you.

You are receiving this Email because you have filed a request for service of documents in this proceeding with <Name of Service List Keeper>. If you do not wish further notice of these proceedings (which includes service of all court documents) you may contact MLT Aikins LLP at cbalzer@mltaikins.com, and ask to be removed.

Appendix B – Sales and Information Package



Sales and Information Package

Moose Jaw Auto & Leisure Ltd.

September 6, 2024

BDO CANADA LIMITED,

In its capacity as Receiver of
Moose Jaw Auto & Leisure Ltd.
and not in its personal capacity.

201 Portage Avenue, 26th Floor
Winnipeg, MB R3B 3K6
Tel.: 204-282-9716
Fax: 833-888-1678
Attention: John R. Fritz

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Invitation for Offers

On August 27, 2024, BDO Canada Limited (“**BDO**”) was appointed as receiver (the “**Receiver**”) pursuant to an order of the Court of King’s Bench for Saskatchewan (the “**Court**”) of all of the assets, undertakings, and properties of Moose Jaw Auto & Leisure Ltd. (“**MJAL**” or the “**Company**”). The Receiver is offering for sale the interests (if any) of MJAL and the Receiver in the assets of the Company (the “**Assets**”).

Sealed offers for the purchase of the interests of the Company and the Receiver in the Assets will be received by BDO, in its capacity as Receiver of MJAL, until **12:00 noon CT on Friday, September 20, 2024**. BDO is accepting offers on the inventory and supplies of the Company.

This sales and information package (the “**Sales and Information Package**”) is not intended for general circulation or publication, nor is it to be reproduced or used for any purpose other than that outlined herein. The Receiver does not assume responsibility or liability for losses occasioned to any parties as a result of the circulation, publication, reproduction, or use of this Sales and Information Package.

The information provided herein was obtained from the books and records of the Company and information compiled since BDO’s appointment as Receiver. This Sales and Information Package is being provided for the sole use of prospective purchasers in considering their interest in acquiring any or all of the Assets and does not purport to contain all of the information that a prospective purchaser may require. Prospective purchasers should conduct their own investigations and due diligence on the Assets and the information contained in this Sales and Information Package. The Receiver specifically notes that it has not independently verified or audited any of the information contained herein. The Receiver provides no representation or warranty as to the accuracy or completeness of the information contained in this Sales and Information Package and shall have no liability for any representations expressed or implied herein, or for any omissions from this Sales and Information Package or for any other written or oral communication transmitted to prospective purchasers in the course of their evaluation of the Assets. Under no circumstances shall any of the Company’s employees or former employees be contacted directly or indirectly by any potential bidder: (i) to answer any questions regarding the possible acquisition of all or part of the Assets; or (ii) to request additional information.

The Assets are being offered for sale on an “**as is, where is**” basis. The Receiver makes no representations, expressed or implied, as to the description, condition, fitness for purpose, size, quantity, value, or as to the State of the Assets (as defined in the Terms and Conditions of Sale). Any purchaser will be asked as a condition of sale to sign an acknowledgement that they have inspected and satisfied themselves as to the condition of the Assets.

The Terms and Conditions of Sale are detailed later in this Sales and Information Package along with the following key dates for the process:

Event	Timing
Asset viewings	By appointment on the following days: September 10 to 12, 2024 September 17 to 19, 2024
Offer deadline	12:00 noon Central time on September 20, 2024
Closing date	On or before October 15, 2024, or such other time as may be agreed by the Purchaser and the Receiver. Any extension of the Closing Date will be at the sole discretion of the Receiver.
Asset removal date	On or before October 31, 2024, or as otherwise agreed by the Purchaser and the Receiver.

The highest or any offer need not be accepted by the Receiver. Offers shall be subject to the Terms and Conditions of Sale which shall be deemed to form part of the offer.

To make an arrangement to view the assets, please contact John R. Fritz by phone at 204-282-9716 or by email at jfritz@bdo.ca (with a copy to bwarga@bdo.ca).

Terms and Conditions of Sale

BDO, in its capacity as Receiver of MJAL, and not in its personal capacity, is offering for sale the Company's and the Receiver's interest, if any, in the Assets on the following terms and conditions:

Offers

1. The Assets are being offered for sale on an "**as is, where is**" without recourse basis and with no representations or warranties from the Receiver or any other party as to title, encumbrances, description, fitness for purpose, condition (environmental or otherwise), defect (patent or latent), collectability, merchantability, quantity, quality, size, value, location, existence or the validity, invalidity, or enforceability of any patent, copyright or trademark right, or any other matter or thing whatsoever, either stated or implied (collectively the "**State of the Assets**").
2. All offers made for all, or a portion of, the Assets (the "**Offers**") must be submitted by completing the form of Offer to Purchase attached hereto. Sealed envelopes marked "**OFFER – Moose Jaw Auto & Leisure**" shall be delivered or mailed, postage prepaid, to the Receiver at 201 Portage Avenue, 26th Floor, Winnipeg, Manitoba R3B 3K6, Attention John R. Fritz so as to be in its hands by **12:00 noon CT on Friday, September 20, 2024** (the "**Offer Deadline**"). Offers that do not strictly comply with these Terms and Conditions of Sale may, at the absolute discretion of the Receiver, be rejected for that reason alone.
3. All Offers must be accompanied by a bank draft or certified cheque, in each case drawn on a Canadian Chartered Bank or Credit Union, payable to "BDO Canada Limited, in Trust", in an amount equal to twenty percent (20%) of the offered purchase price for the Assets (the "**Deposit**").
4. The Assets have been segregated into the following parcels (a "**Parcel**" or collectively the "**Parcels**") and are more particularly described in the Asset Parcel sections of this Sales and Information Package:
 - Parcel 1: Fleet Inventory
 - Parcel 2: Shop Inventory and Supplies

Offers can be made *en bloc* or on an individual Parcel basis. Offers submitted for more than one Parcel will be considered as a separate Offer for each Parcel unless the Offer specifically states that the acceptance of one Parcel is conditional upon the acceptance of one or more Parcels.

5. Each party making an offer (the "**Offeror**") must rely on its own judgment, inspection, and investigation of the Assets. Each Offeror acknowledges and agrees that it has had a full opportunity to conduct, and has conducted, such tests, examinations, inspections, and investigations as it deems necessary or advisable to fully acquaint itself with the Assets, the State of the Assets, their title, fitness for particular purpose, location, existence, condition, quality, quantity, merchantability, suitability for intended purpose and with any other attributes that the Offeror considers relevant.
6. Proposals from auctioneers to auction any of the Parcels on behalf of the Receiver will be considered.
7. Viewing of the Assets will be by appointment only. Appointments can be made by contacting John R. Fritz by phone at 204-282-9716 or by email at jfritz@bdo.ca (with a copy to bwarga@bdo.ca) at the offices of the Receiver. The following dates are scheduled for viewing of the Assets (**by appointment only**):
 - September 10 to 12, 2024; and
 - September 17 to 19, 2024

8. The submission of any Offer to the Receiver shall constitute an acknowledgement and an acceptance by

the Offeror of the terms of the Offer to Purchase, and the Terms and Conditions of Sale.

9. Offerors will have until the expiration of the Offer Deadline to proceed with further due diligence.
10. Each Offeror acknowledges that it has had the opportunity to consult with, and has consulted with, its own independent legal counsel prior to making the Offer.
11. Any Offer accepted by the Receiver will be subject to a condition in favour of the Receiver requiring that such Offer be approved by Order of the Court. The Court Order shall be in a format acceptable to the Receiver.

Sales Process

12. The Receiver reserves the right to amend or terminate this sales process, or to withdraw or amend any of the Assets, at any time, at its sole discretion. With respect to any withdrawal or amendment, the sole obligation of the Receiver to the Offeror shall be to inform the Offeror of the withdrawal or amendment. With respect to the termination of the sales process, the sole obligation of the Receiver to the Offeror shall be to return any Deposit it has received without interest or deduction.

Acceptance of Offers

13. The Receiver shall be entitled to accept Offers prior to the Offer Deadline.
14. Each Offeror acknowledges that the Receiver is not obligated to accept any Offer and the highest Offer shall not necessarily be accepted. The Receiver reserves the right to reject any or all Offers without explanation.
15. After receipt of the Offers, the Receiver may, in its sole discretion, communicate with any Offeror to seek clarification and negotiate further with any Offeror in respect of any Offer. The Receiver shall not be obliged to negotiate with any Offeror or give any Offeror the opportunity to resubmit an Offer, whether or not the Receiver negotiates with other Offeror(s).
16. Upon submission of an Offer to the Receiver, no Offeror shall be entitled to retract, withdraw, vary, or amend the Offer prior to acceptance or rejection thereof by the Receiver, without the prior written consent of the Receiver.
17. Deposits accompanying Offers that are not accepted by the Receiver shall be returned without interest thereon by prepaid registered mail or courier to the unsuccessful Offeror at the address set forth in the Offer, on or before October 15, 2024.
18. Upon the acceptance of an Offer from an Offeror (the "**Purchaser**") in writing by the Receiver:
 - a. the Receiver will apply to the Court for a sale approval and vesting Order (the "**SAVO**"), in a form acceptable to the Receiver which will, amongst other things, vest the Assets in the Purchaser free and clear of any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise excepting any usual permitted encumbrances, such as utility caveats or easements;
 - b. subject to obtaining the SAVO, the closing date shall be on or before October 15, 2024, or such other date as agreed to by the Receiver and the Purchaser in writing (the "**Closing Date**"); and
 - c. the Deposit made by the Purchaser shall be non-refundable, except as set out herein.
19. If the sale contemplated is completed, the Purchaser's Deposit will be applied, without interest, against

the purchase price.

20. If an Offer is accepted by the Receiver, but the sale of the Assets is not completed as a result of any act or omission on the part of the Purchaser, the Purchaser's Deposit shall be forfeited to the Receiver as a genuine pre-estimate of liquidated damages and not as a penalty. Furthermore, the Receiver shall be entitled to pursue all of its rights and remedies against the Purchaser.
21. The Assets shall remain at the risk of the Receiver until the Closing Date. The Assets thereafter shall be at the risk of the Purchaser. Until the Closing Date, the Receiver shall hold all insurance policies or proceeds thereof in trust for the parties as their interests may appear and, in the event of substantial damage to the Assets, the Purchaser may either have the net proceeds of the insurance and complete the transaction or may cancel the transaction and have all monies theretofore paid returned without interest, cost or compensation of any kind whatsoever. Where any damage is not substantial, the Purchaser shall be obliged to complete the transaction and be entitled to the net proceeds of insurance referenced to such damage.
22. The Offeror shall cause to be paid and delivered to the Receiver on the Closing Date the offered purchase price plus any applicable goods and services tax and any other applicable taxes. These amounts shall be paid to the Receiver on the Closing Date by certified cheque, bank draft or wire, in each case drawn on a Canadian Chartered Bank or Credit Union by the Purchaser. After payment, the Purchaser shall take delivery and possession of the Assets on an "**as is and where is**" basis on the Closing Date, without recourse to the Receiver or its respective employees, servants, and agents.
23. Without limitation, the Assets shall be as they exist on the Closing Date with no adjustments allowed to the Purchaser for changes in condition, qualities, or quantities from the date of viewing to the Closing Date. The Purchaser acknowledges and agrees that the Receiver shall not be required to inspect the Assets or any part thereof and the Purchaser shall be deemed at its own expense to have relied entirely on its own inspection and investigation.
24. All Assets shall be surrendered to the Purchaser upon closing at: (a) 1400 Lakeview Road, Moose Jaw, Saskatchewan in regards to those Assets located in Saskatchewan; and (b) 2585 McGillivray Boulevard, Winnipeg, Manitoba for the Assets located in Manitoba, as more particularly described in Parcel 1 comprising pages 9, 10, 11, 12, and 13 of this Sales and Information Package (collectively the "**Premises**"). The Purchaser shall remove the Assets from the Premises on or before October 31, 2024, and shall notify the Receiver, not less than 48 hours in advance, of the date and time which it intends to remove the Assets. The Purchaser shall have no right to occupy or otherwise gain access to the Premises or other such location following the Closing Date, save for access to remove the Assets. The Purchaser shall be responsible for the cost of removal and shall immediately repair or pay for any damage caused to the Premises or other such location by or in any way arising out of the removal of the Assets.
25. The Purchaser acknowledges that no warranties or conditions, express or implied, pursuant to *The Sale of Goods Act* (Saskatchewan) or similar legislation in other jurisdictions apply hereto and all of the same are hereby waived by the Purchaser.
26. The Purchaser agrees that all the insurance maintained by the Receiver or third parties in respect of the Assets shall be cancelled on the Closing Date and that the Purchaser shall be responsible for placing its own insurance thereafter.
27. The Purchaser shall indemnify the Receiver and hold the Receiver harmless against and from all losses, costs, damages, and expenses which the Receiver may sustain, incur or be or become liable for by reason of or arising from any operations of the Purchaser in relation to any Assets.
28. At the Closing Date, the Purchaser shall be entitled to such deeds or assignments as may be considered necessary by the Receiver to convey the Assets to the Purchaser provided that the Purchaser shall remain liable notwithstanding any assignment thereof by the Purchaser. Any such deeds or assignments shall contain only a release of the Receiver's interest in the Assets and shall not contain any covenant other than a covenant that the Receiver has not done any act to encumber the Assets.

The Receiver shall not be required to produce any abstract of title, title deeds or documents thereof or any evidence as to title, other than those in its possession.

29. If Court approval in the form of a SAVO is not obtained, neither the Purchaser nor the Receiver will be obligated to complete the contemplated purchase and the Deposit accompanying the Offer shall be returned to the Purchaser without interest as soon as reasonably practicable.
30. The Offeror and the Receiver mutually agree to do all such further acts and execute all such further documents and instruments as may reasonably be necessary or convenient to give full effect to the sale transaction.

General

31. BDO is acting solely in its capacity as Receiver of MJAL, and not in its personal capacity, and BDO (and its employees, servants and agents) shall have no liability whatsoever in any way related to the Sales and Information Package, the Offer to Purchase, the Terms and Conditions of Sale, or in any way related to the Assets (as these terms are defined herein), whether in contract, in tort, under statute or otherwise.
32. All stipulations as to time are strictly of the essence.
33. The Sales and Information Package, the Offer to Purchase, and the Terms and Conditions of Sale, shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the Offeror irrevocably attorns to the jurisdiction of the Court of King's Bench of Saskatchewan.

DATED at Winnipeg, Manitoba this 6th day of September, 2024.

BDO CANADA LIMITED,

In its capacity as Receiver of
Moose Jaw Auto & Leisure Ltd.
and not in its personal capacity.

201 Portage Avenue, 26th Floor
Winnipeg, MB R3B 3K6
Tel.: 204-282-9716
Fax: 833-888-1678
jfritz@bdo.ca

Schedule A

**BDO Canada Limited, Receiver
MOOSE JAW AUTO & LEISURE LTD.**

OFFER TO PURCHASE

**TO: BDO CANADA LIMITED,
RECEIVER OF MOOSE JAW AUTO & LEISURE LTD.**

201 Portage Avenue, 26th Floor
Winnipeg, MB R3B 3K6

Attention: John R. Fritz

1. Name of Offeror: _____
2. Address of Offeror: _____
3. Telephone and fax: _____
4. E-mail address: _____

The undersigned acknowledges having received and reviewed the Terms and Conditions of Sale ("**Terms and Conditions of Sale**") pertaining to the sale of the Assets (as defined in the Invitation for Offers) of Moose Jaw Auto & Leisure Ltd., that the Offeror has inspected and satisfied themselves as to State of the Assets (as defined in the Terms and Conditions of Sale), and that this Offer is submitted pursuant to the said Terms and Conditions of Sale and the undersigned agrees to be bound thereby as if the same were set out herein as part of this Offer.

En bloc	Offer in Canadian dollars (excluding any applicable taxes)
Offer Price	\$
Deposit enclosed (20%)*	\$

Parcel 1 – Fleet Inventory	Offer in Canadian dollars (excluding any applicable taxes)
Offer Price	\$
Deposit enclosed (20%)*	\$

Parcel 2 – Shop Inventory & Supplies	Offer in Canadian dollars (excluding any applicable taxes)
Offer Price	\$
Deposit enclosed (20%)*	\$

* All deposits must be made by certified cheque or bank draft, in each case drawn on a Canadian Chartered Bank or Credit Union, payable to "BDO Canada Limited, in Trust".

Please confirm, by ticking the appropriate box below, if the Offer is contingent upon the Receiver accepting all of the above Parcels included in the Offer.

- No, the above Offer is not contingent upon the Receiver accepting the Offer on all of the above Parcels bid on. As detailed in the Terms and Conditions of Sale, the Receiver, at its sole option, may accept the Offer in respect of any one or more Parcels, but not necessarily all of them.

- Yes, the above Offer is contingent upon the Receiver accepting the Offer on all of the above Parcels bid on. If the Receiver does not accept the Offer on all Parcels, the entire Offer will be void.

DATED at the City of _____ in the Province/State of _____

this _____ day of _____, 2024.

Signature of Offeror: _____

Parcel 1 – Fleet Inventory

Asset Details:

#	Year	Make	Model	Serial Number	Description
Moose Jaw					
1	2022	Heartland RV	Trailer	5SFPPB2628PE516419	New
2	2022	Heartland	Trailer	5SFPPB2827PE516957	New
3	2022	Heartland	Travel Trailer	5SFPPB3727PE519932	New
4	2023	Crossroads	Fifth Wheel	4YDFCET21P9310057	New
5	2023	Crossroads	Cameo	4YDFCEV27P9310142	New
6	2023	Crossroads	Fifth Wheel	4YDFCEV29P9310076	New
7	2023	Crossroads	Volante	4YDFVLR28P6360400	New
8	2023	Crossroads	Volante	4YDFVLU26P6360368	New
9	2023	Crossroads	Volante	4YDFVLU28P6360307	New
10	2023	Crossroads	Travel Trailer	4YDTCRP22P6320201	New
11	2022	Crossroads	SS1868H22	4YDTSSH17N5353648	New
12	2024	Sunset 258RD	Sunset 258RD	4YDTSSM25PS351027	New
13	2023	Heartland RV	Prowler Lynx	5SFPPB3121PE526979	New
14	2024	Travel Trailer	Travel Trailer	5SFPPB3224PE524691	New
15	2023	Explorer	Explorer	4T91A1710RD213082	New
16	2023	Glacier	RD House	4T91A1716PC213333	New
17	2023	Glacier	RV Explorer	4T91A1718RD213041	New
18	2023	Explorer	Explorer	4T91A171XRD213042	New
19	2023	Glacier	RV Explorer	4T91A1827RB213003	New
20	2023	Glacier	RV Explorer	4T91A1829PB213307	New
21	2023	Segway	Snarler	H0MAAPX34P8000135	New
22	2023	Segway	Snarler	H0MAAPX35P8000337	New
23	2023	Segway	Snarler	H0MAAPX38P8000347	New
24	2023	Segway	Villan	H0MSBWX60P8000199	New
25	2023	Lund	Fury	LBBHT022H324	New
26	2023	Impact	XS	LBBKJ623F323	New
27	2024	Lund	1650 Angler Sport	LBBMC082K324	New
28	2023	Heartland	Prowler 320SBH	5SFPPB3722PE523144	New
29	2012	Forest River	Sabre M-310TBOK	4X4TSRG24C3004956	Used
30	2022	Sunset Trailer	253RB	4YDTSSM21N5351764	Used
31	2022	Crossroads	Sunset	4YDTSSM22N5351854	Used
32	2021	Crossroads	Sunset	4YOT26823M5352107	Used
33	2014	Crossroads	Shadow Crusler	5RXT02820E1030200	Used
34	2021	Della Terra	East to West	5ZT2DEMB6M9006035	Used
35	2012		Tyee	LBBDA661K112	Used
36	2022	Crossroads	Cruiser Aire	4YDFCRL26N6321240	Used
37	2007	Jayco	Eagle 322FK	VIN Inside Unit	Used
Winnipeg					
38	2023	Glacier	Glacier Ice House	4T91A2223PB213270	New
39	2023	Segway	Fugleman	H0MUBWX10P8000250	New - Water in Motor

Selected photographs:



#1
2022 Heartland RV Trailer



#2
2022 Heartland Trailer



#3
2022 Heartland Travel Trailer



#4
2023 Crossroads Fifth Wheel



#5
2023 Crossroads Cameo



#6
2023 Crossroads Fifth Wheel



#7
2023 Crossroads Volante



#8
2023 Crossroads Volante



#9
2023 Crossroads Volante



#10
2023 Crossroads Travel Trailer



#11
2022 Crossroads SS1868H22



#12
2024 Sunset 258RD



#13
2023 Heartland RV Prowler Lynx



#14
2024 Travel Trailer



#15
2023 Explorer



#16
2023 Glacier RD House



#17
2023 Glacier RV Explorer



#18
2023 Explorer



#19
2023 Glacier RV Explorer



#20
2023 Glacier RV Explorer



#21
2023 Segway Snarler



#22
2023 Segway Snarler



#23
2023 Segway Snarler



#24
2023 Segway Villan



#25
2023 Lund Fury



#26
2023 Impact XS



#27
2024 Lund 1650 Angler Sport



#28
2023 Heartland Prowler 320SBH



#29
2012 Forest River Sabre
M-310TBOK



#30
2022 Sunset Trailer 253RB



#31
2022 Crossroads Sunset



#32
2021 Crossroads Sunset



#33
2014 Crossroads Shadow Crusler



#34
2021 Della Terra East to West



#35
2012 Tye



#36
2022 Crossroads Cruiser Aire



#37
2007 Jayco Eagle 322FK



#38
2023 Glacier Ice House



#39
2023 Segway Fugleman

Parcel 2 – Shop Inventory and Supplies

Asset Details:

A detailed listing of the Shop Inventory and Supplies as prepared by the Company, which has not been verified by the Receiver, can be made available upon request.

Selected photographs:



Shop Inventory



Shop Inventory



Shop Inventory



Shop Inventory



Shop Inventory



Shop Supplies



Shop Supplies



Scissor Lift



Office Furnishings and Equipment



Office Furnishings and Equipment



www.bdo.ca

BDO, one of Canada's leading professional services firms, provides audit, tax, consulting, and financial advisory services. BDO is an affiliate of BDO Canada LLP, a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international network of independent member firms, each of which is a separate legal entity.

Appendix C – Offer Summary

Receivership of Moose Jaw Auto & Leisure Ltd.
Offers Summary
Closing Date - September 20, 2024

Number of Parties Contacted	35
Information Packages Distributed	26
On-Site Tours	7
Asset Purchase Offers Received	8
Auctioneer Proposals Received	5

ASSET PURCHASE OFFERS

Rank	Offeror	Site Visit	Date Received	Contingent upon all parcels being accepted	Acceptance Deadline	Deposit Received	En Bloc	Parcel 1 Fleet Inventory	Parcel 2 Shop Inventory & Supplies	Notes/Conditions/Comments
1	McDougal Auctioneers	10-Sep-24 (MJ) 10-Sep-24 (WPG) 17-Sep-24 (MJ)	20-Sep-24	Yes	25-Sep-24	No	\$ 1,181,417	\$ -	\$ -	- Likely can vacate within 10 days of acceptance based on auction proposal.
2	ArrKann Trailer & Sport Centre Ltd.	17-Sep-24 (MJ)	19-Sep-24	No	N/A	\$ 199,200	\$ -	\$ 976,000	\$ 20,000	
3	Joiner Auctions/Infinity Asset Solutions	17-Sep-24	20-Sep-24	Yes	24-Sep-24	No	\$ 810,000	\$ -	\$ -	Various including: - Free occupation for 60 days; - Transfer of warranty where applicable and title of ownership; - Receiver's cost for disposal of non-salable goods.
4	Ritchie Bros.	10-Sep-24 (MJ) 13-Sep-24 (WPG) 17-Sep-24 (MJ)	20-Sep-24	Yes	27-Sep-24	\$ 161,000	\$ 805,000	\$ -	\$ -	- Subject to APA, sale approval and vesting, provision of all registrations.
5	Four Seasons Sales	9-Sep-24 (MJ)	19-Sep-24	No	N/A	\$ 162,340	\$ -	\$ 803,000	\$ 8,700	
6	Western RV Country Ltd.	N/A	12-Sep-24	N/A	N/A	\$ 154,600	\$ -	\$ 773,000	\$ -	
7	Carefree RV	N/A	20-Sep-24	N/A	N/A	\$ 70,200	\$ -	\$ 351,000	\$ -	
8	Corporate Assets	N/A	20-Sep-24	Yes	N/A	\$ 53,000	\$ 265,000	\$ -	\$ -	- Free use of the serviced premises for 75 days

AUCTION PROPOSALS

Rank	Offeror	Site Visit	Date Received	Process	Acceptance Deadline	Deposit Received	Buyer's Premium	Commission Structure	Parcels Included	Notes/Conditions/Comments
1	McDougal Auctioneers	10-Sep-24 (MJ) 10-Sep-24 (WPG) 17-Sep-24 (MJ)	20-Sep-24	Auction	25-Sep-24	No	15%	- 0% straight commission plus \$25,000 freight, plus any repair costs	- \$1,156,202 NMG, 98%/2% split > \$1,272,053	Parcels 1, 2 Various including: - Free occupation of the premises for up to 10 days to transport all assets to McDougal Auctions' facility; - Clear title, registration documents, keys, indemnification from claims during sales process; - Right to abandon unsalable assets; - Auction sale to be held on November 14, 2024 at McDougal Auction's facility Subject to confirmation that freight costs (\$25,000) included in NMG proposal.
2	Joiner Auctions / Infinity Asset Solutions	17-Sep-24	20-Sep-24	Auction	24-Sep-24	No	Yes - not quantified	- 6% straight commission	- \$775,000 NMG, 85%/15% split > \$850,000	Parcels 1, 2 Various including: - Free occupation for 60 days; - Transfer of warranty where applicable and title of ownership; - Receiver's cost for disposal of non-salable goods.
3	Yorkton Auction Centre	11-Sep-24 (MJ)	20-Sep-24	Auction	27-Sep-24	No	Yes - not quantified	- 5% plus \$15,000 for expenses, any detail/repair/disposal/merchant costs	\$625,000 NMG, 92%/8% split > \$703,125	Parcels 1, 2 Various including: - Free occupation of the premises until October 31, 2024 (approximately 35-days); - Clear title, indemnification from claims during sales process; - Receiver responsible to clean out any remaining paperwork and Company documents; - Auction sale to be held on October 21, 2024 at the premises.
4	Corporate Assets	N/A	20-Sep-24	Auction	N/A	\$ 53,000	Yes - not quantified	- 2.5% straight commission plus \$7,500 in expenses	- \$225,000 NMG, 90%/10% split > \$240,000	Parcels 1, 2 - Free use of the serviced premises for 60 - 75 days
5	C3 - Crescent Commercial Corporation	N/A	20-Sep-24	Auction	27-Sep-24	No	Yes - not quantified	- 0% commission; \$50,000 for expenses plus buyer's premium	N/A	Parcels 1, 2 Various including: - Vehicles must be functional; - Provision of clear title, registrations, keys; - Free occupation of 45 - 60 days; - Right to abandon non-salable goods.

Appendix D – Auction Services Agreement

McDougall Auctioneers Ltd.
301 – 15 Great Plains Road
Emerald Park SK S4L 1C6
+1(800)263-4193
mcdougallauction.com

September 27, 2024

BDO Canada Limited
201 Portage Avenue, 26th Floor
Winnipeg, MB
R3B 3K6

Re: Moose Jaw Auto & Leisure Ltd. - RFP

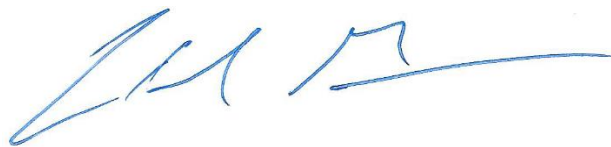
John,

Thank you for the opportunity to provide a proposal for the auction sale of the Assets (“Assets”) as described and set out in the attached Schedule “A” of Moose Jaw Auto & Leisure Ltd. (the “Company”) located at 1400 Lakeview Rd, Moose Jaw, SK S6H 8A7 (the, “Premises”). We have outlined some pertinent details within the subsequent pages for your consideration after our analysis of the Assets and the current marketplace.

It is our position that the current economic climate in Canada is depressed and the recovery values for the Assets may be negatively affected as many North American residents can no longer afford luxury items such as travel trailers. Accordingly, we will ensure that all the Assets are marketed to their full potential to maximize recovery.

We believe our 42 years of auction experience offers deep regional and industry specific experience with expansive international reach. We bring an exceptional team which positions us as the most suitable candidate to guide the disposition of the Assets of the Company.

Sincerely,
McDougall Auctioneers Ltd.



Chad Guay
VP of Sales

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Marketing Strategy... ..5

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Schedule “C” 19-26

Sales Approach

We will conduct an unreserved online timed auction sale on November 14th, 2024, or an agreed upon date with the Receiver.

Once we are given access to the Premises, we will freight the assets from 1400 Lakeview Rd to our compound at 800 North Service Road, Emerald Park, SK S4L 5B1 to begin the preparations for the auction sale and have the rolling stock cleaned and detailed. We estimate that the freight costs will be approximately \$25,000. We will then strategically catalogue the Assets to enhance the opportunity of extracting their maximum value. Once this is complete, the lots will be posted online for a period of 21 days to ensure maximum exposure and will end in sequence on a designated day. The sale will be advertised as an “Unreserved Moose Jaw Auto & Leisure Ltd. Complete Dispersal Sale”. A 3-day preview period will be held prior to the closing date of the auction for public inspection and a 5-day release period will be held once the auction is terminated to allow the winning bidders the opportunity to pick up their items.

Marketing Strategy

We propose an extensive \$25,000 advertising program with various advertising firms worldwide, including but not limited to the following manner:

- Hang up and distribution of colour posters custom designed by our marketing team.
- Colour gloss brochure for mail-out to similar industries
- Newspaper ads
- Global Auction Guide listing
- Google ad words
- www.machinio.com
- Social media outlets
- Equipment Trader ads
- Machinery Trader ads
- Machinery Pete ads
- Phone canvassing

McDougall will be completely responsible for the advertising campaign. The campaign will be accompanied by voice ads on various radio stations throughout Canada and the United States, featuring the online auction sale as a notice to listeners. In addition, in conjunction with the above schedule, our “Client” list from the previous 42 years will be notified of the sale bill either by mail, e-mail or telephone marketing.

Terms & Conditions

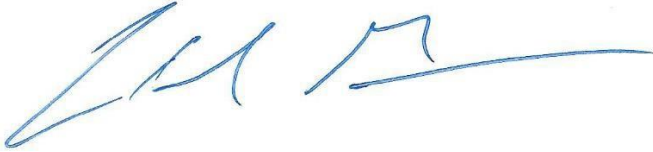
1. In the event Offer 1 is accepted, McDougall will unconditionally provide the remaining eighty percent (80%) of the Cash Offer once notified by the Receiver that the Cash Offer has been accepted within three (3) business days or such later date as the Receiver may agree.
2. In the event Offer 2 is accepted, McDougall will unconditionally provide the remaining eighty (80%) of the NMG to the Receiver at least two (2) days prior to the auction close date or such later date as the Receiver may agree.
3. In the event Offer 3 is accepted, McDougall will pay the Receiver the auction proceeds within thirty (30) days of the auction sale close date. McDougall shall guarantee such auction proceeds and shall be responsible for the collection of same.
4. McDougall shall provide a sale report to the Receiver within thirty (30) days of the sale close date or such other date as may be agreed to by McDougall and the Receiver.
5. All Assets must be free and clear of any and all liens and encumbrances. Proof of clear title must be provided to McDougall prior to the auction close date. McDougall will be indemnified by the Company against any claims occurred during the sale process.
6. The offers set out herein are subject to a verification of the Assets, and any overages or shorts in the actual Assets as listed in the Schedule "A", or any material change in the condition of the Assets since the inspection period, may be adjusted upon agreement of both McDougall and the Receiver, acting reasonably. If the parties can't agree on any such corresponding adjustments to the Assets, as a result of any subsequent additions or exclusions to the Assets, the parties hereby covenant and agree that such dispute shall be resolved pursuant to an independent third-party appraisal.
7. In the event Offer 3 is accepted, as per industry standard, any approved replacement parts, and labor to enhance net realizations, as approved by the Receiver and McDougall, will be deducted from the net payout in all circumstances.
8. In the event Offer 3 is accepted, McDougall will not be held responsible for any breakdowns or repairs which occur during the auction process. Any necessary repairs will be deducted from the sale proceeds subject to prior approval by the Receiver and McDougall.
9. McDougall holds the right to deviate at its sole discretion from the sales approach and marketing approach outlined above prior to the sale date or at any point without the consideration of the Receiver if they deem the offer to be equivalent to fair market value.
10. McDougall will be entitled to use the trademark, Moose Jaw Auto & Leisure Ltd. or a similar variation for advertising purposes.

11. McDougall reserves the right to enhance the sale with additional Assets for sale.
12. McDougall will be solely responsible for the advertising campaign, auction preparation, cleaning, detailing, setup, cataloguing, preview period, collecting, invoicing, tax remittance and release period.
13. The Assets must remain insured by the Company until the end of the auction release period.
14. McDougall will oversee the freight of the assets and deduct the freight costs from the sale proceeds without a markup.
15. All sales will be conducted with an industry standard buyer's premium of fifteen percent (15%) and will solely be collected by McDougall. McDougall retains the right to waive or discount the buyer's premium on any individual sale at its sole discretion.
16. The Receiver must provide clear and marketable title for all rolling stock and equipment including signed original certificates of title if available prior to the auction close date. The Receiver must ensure the transfer of all title and registration documents are provided to the purchaser and that keys for all Assets, as applicable, are provided.
17. McDougall requires free and unrestricted use of the Premises for a total of ten (10) days. Occupancy will begin when McDougall is given access as well as keys. McDougall will not be held responsible for any utility, hydro, security, tax, etc. fees during this period. McDougall may be willing to reduce their occupancy period to a mutually agreed upon number of days should the Receiver request so.
18. Any toxic or hazardous waste, or environmental pollutants of any kind, including, paints, and other chemicals found on or about the Assets or the Premises remain the property and responsibility of the Company.
19. McDougall is not responsible for filling in any pre-existing pits or holes left behind after the removal of the Assets.
20. McDougall reserves the right to abandon any unsalable Assets.
21. McDougall ensures that the location will be left in a tidy manner.
22. McDougall reserves the right to amend the offer up until the agreed upon possession date of the Assets if an event of force majeure occurs which may include but is not restricted to, acts of God, lockouts, acts of war, terrorism, insurrection, riots, civil disturbances, etc.
23. This offer is valid until September 30th at 1:00 p.m. MST or any agreed upon extension date.

24. The Assets described in Schedule “C” to this proposal are anticipated to have the respective estimated fair market values indicated in the right hand margin portion of Schedule “C”, which equate to the total Cash Offer.

If you have any questions or require any further information, please do not hesitate to contact the undersigned at +1-403-870-8699.

Sincerely,
McDougall Auctioneers Ltd.



Chad Guay
VP of Sales

BDO Canada Limited, in its capacity as Court-appointed receiver (the “Receiver”) of all the Assets, undertakings and properties of Moose Jaw Auto & Leisure Ltd. (the “Company”) hereby accepts Offer 2 under the terms and conditions presented above on September 27, 2024.

John R. Fritz, LIT
Vice-President

Printed Name



Signature

Company Overview

McDougall Auctioneers has conducted both live and online auction sales for the past 42 years and offers you an exceptional background of auction experience. Our firm's mission statement is "To provide our customers, both buyers and sellers, with the highest level of professionalism, service, honesty and integrity in a family atmosphere." We believe reinforce this in the manner in which we conduct business and look forward to working with your firm throughout this auction sale.

Our website is one of our most powerful tools in the advertising field. We have serviced throughout North America and around the world for the past 42 years and we have built up an incredible following for live and online-timed auction sales. At the time of listing, McDougall will take photographs and videos for marketing purposes that will be posted on our website at www.mcdougallauction.com. Our website generates tens of thousands of hits per day and generates many proxy bids and endless interest. Of course, with the real time internet bidding, the scope of market is worldwide and puts the equipment on a worldwide marketplace. Our track record of strong net sales results backs up our marketing strategies as well as our knowledge of how to conduct a solid and profitable auction.

We would highly recommend the consideration of conducting this auction sale for the Assets of the Company on our high-profile online auction platform www.mcdougallauction.com. There are many advantages to conducting the sale of the Assets with our firm. With our yard locations, professional staff and marketing strategies, we will achieve the most favorable financial results.

Our online auction platform is set up with a "10 Minute Soft Close" which is standard throughout all our online auctions. If a lot is scheduled to close at 12:00 noon and a bid is entered at 11:59, the scheduled closing time will be extended by 10 minutes, this will continue to occur if there if ongoing bidding is taking place. We have designed our website this way to prevent any snipe bidding which consequently levels the playing field for all parties involved, as demonstrated in a live auction sale.

The sale will be featured and advertised as an exclusive "Unreserved Moose Jaw Auto & Leisure Ltd. Complete Dispersal Sale". We believe it is important to convey to the potential customer, that we are selling quality Assets of a long standing good reputable Company. This sale will be featured as its own exclusive online auction event and advertising the business name is key to gaining the confidence and liberal bidding of the potential buyer.

We are one of the very few auction houses in Canada to own and develop an auction program which handles all payments, applicable taxes, etc. facilitating an efficiently run online auction sale. McDougall offers a secure online payment platform backed by Moneris as well

as direct Registration as a Payee to most financial institutions. We accept all the traditional methods of payment i.e. wire transfers, cash, approved Company cheques as well.

Schedule "A"

Office desk with LG monitor, keyboard and phone

(3) - 2 door cabinet

Paper shredder

Bamboo shelf

Pro aire portable air conditioner

Office desk & folding table with contents

Manual adjustable computer desk

Filing cabinet

Misc. pieces of Trim, flooring and awning roller

glassing sliding door & mirror

Misc, panels, office panels

Misc doors

Dometic 320 Gravity flush toilet

Approx 9 xtra air roof vents

Black rack with 2 skylights

Skylight SL1430 clear 30x14

Twin battery bo

(3) Double side by side vented battery box

Approx 50 Vent lids/ domes

Wall section of plumbing supplies

Wall section of plumbing supplies

Wall of RV light covers

RV toilet

(2) 14x 14 Gasket kits

(2) Fender skirts

(2) Propane tank covers

20lb propane tank cover

Shelves of double sided tape

Damaged vent

RV waste tank plumbing parts

(5) Trem pro RTV Silicone

(5) Replacement filters

(3) Fresh water pump

(2) RV water pumps
(2) Dura RV Single lever faucet
(4) RV toilet seats
Black rack with RV vent lids (8 lids) & trim kit
Ladder Bike rack
Shelf of TV mounts
2 shelves of RV roofing cleaners and sealers
Spray cans (coil clean, seal saver, slide lubricant)
(5) RV side fridge vents
(3) exterior water heater covers
(2) Towing mirrors
(5) propane gas alarms / (2) Smoke Alarms
RV lid screens
Wall of Propane accessories & (2) Tire covers
Rack with contents electrical connectors
(14) Wheel Chock
(7) Range hood vents
(9) Fridge roof vent covers
(13) Chrome hitch balls
Shelf of Misc Segway brand parts
(2) 24' Stabilizer Bars Mumby Manufacturing
(2) Hitch jacks
Wall of Towing supplies
(3) 24" Scissor Jacks
(2) X-Wheel Chocks
Bumper mount tire carrier
Wall of Awning supplies
(30) Cans of Seafoam
Shelf of RV/Trailer Wheel repair parts
Shelf of misc supplies (mold mildew, water pump etc)
(11) Properl bearing grease
(5) Blue hydraulic fluid
(6) Hub/drum kits
Doisplay of sanitation additives
Shelves of Caulking and sealents

- (5) 15' Coil hose w/pistol grip nozzle
- (4) 50' Waterline hose
- (7) RV winter antifreeze
- Odyssey AGM31
- (2) Prarie Battery 31DC
- (2) Prarie Battery Marine 24M-1000
- (6) Prarie Battery 27DC
- (7) Prarie Battery 24DC
- Quick Silver Battery 27M6
- (3) Quick Silver DC GRP31
- (24) Assorted Battery Boxes
- Chrom Rack with Misc products
- 160 watt Solar Panel kit
- (4) RV Lend a hand Door aid
- 50 amp cord
- 30 amp cord
- Park power 25' 50amp cord
- (2) 30 amp extension cord
- Wall of misc hardware parts
- Wall of misc hardware and electrical parts
- (9) RV 50A adapter
- (8) RV 30A adapter
- (2) 30A Surge guard
- (4) 50A Surge Guard
- (3) Power Converters
- (8) Thermostats
- Fan Cont. Module board
- SF-35 Motor
- Rack of Gas springs
- Wall of RV harware
- (3) Trolling Motor Stabilizer
- Misc boat supplies
- Oil cool module
- (2) Fibreglass Ladders (12ft/6ft)
- (2) Aluminum riser steps

Magna force 20Gal air compressor
Plastic black shelf with contents
5500lb pallet jack
Atwood RV Air command
Craftsman mitre saw
Craftsman table saw
22V cords
RV Penguin A/C unit
5th wheel hitch
Shelf with contents (jack stands, jerry cans etc)
(2) folding extendable ladders
Industrial air compressor 20gal
bucket of assorted yard tools
Shelves of Batteries (38)
Batter charger
Bosster cart
12 volt power supply and jump starter
4,000 lb gantry crane
Dewalt 30gal portable air compressor
(3) floor jacks
Awnings
(4) black shelves with contents
Mechanics edge tool chest with contents
Red cart with contents & stool
Bolt bin with bolts
(2) machanic creepers
Rok parts cleaner
Work bench with misc tools
Milton Mig 200IGBT welder
Marine Dynamometer model 2000 S/N 6732
Hotsy pressure washer
2 1/2 drums of Diamon Kote RV pro undercoating with pump
Cart
Skyjack SJ3220
Mastercraft extend ladder

Roll of electrical wire
(2) shelves with contents
Wall of trim
Office desk and cabinets
Shelves with contents
Tomcat Mini Mag Floor Scrubber
9 - Black Plastic Costco Shelf Unit
(2) 39" TV's and (1) 32" TV's
RV Vinyl Paneling
Revision mini fridge
(5) 21 Gallon RV waste totes
Lund boat seats
Approx 40 Vent lids
3 - Wood / Vinyl Dining Chair
Metal Wire Screen Pallet Shelf
Dometic Black Awning hardware 8962012.400UL
Dometic corp 3312487.006U Awning arm
(3) Curt 17051 Weight Distributing Hitch round bar
(2) Curt 17052 Weight distributing hitch
(2) Curt Weight distributing hitch
(44) Sea foam display and cans
Metal Wire Display Hanging Rack
(1) 15ft Titan Sewer kits & (1) 20ft Titan sewer kits
3 - Wooden Glass Showcase with contents
Metal Cash Box
Computer, Screen, etc.
HP 3 in one Printer
Black Metal Checker Plate Wall Tool Box, 2 - 2 Dr Cabinet, 3 Dr Credenza
Office Side Chair
12' Wooden Oak Church Pew Bench
Wooden Coffee Table w/ 2"x 4" Legs
4 Drawer Upright Metal File Cabinet
Wooden Right Pedestal Desk, Office Side Chair, Swivel Office Chair
Brother Printer
Aurora Paper Shredder

Wooden Right Pedestal Desk, 2 - Office Side Chair, Swivel Office Chair

2 Dr Metal File Cabinet

Brother Printer

Brother 3 in 1 Printer

2 - Wooden Table

Left Pedestal Return Desk, 2 Dining Chair, Swivel Office Chair

Wooden Desk, Steno Chair, Office Side Chair

Right Pedestal Desk, 2 Office Side Chair, Swivel Office Chair, 2 Dr Metal File Cabinet

Brother Printer

2 - Dining Chair

Left Pedestal Return Desk, Swivel Office Chair, 2 Office Side Chair

Brother Printer

Digital Wine Cooler Cabinet

4 Dr Lateral File Cabinet

2 - Black Plastic Shelf Unit

2 Dr Metal File Cabinet

4 - 4' Island Retail Display Shelf Unit

Shelf of contents

(2) 3 bank on board charger

Fulton 44" boat guides

Easy troller trolling plate

Shelf of motor oil

Hyundai HY2200RV Gas powered inverter generator

Firman WO1784 Inverter generator

3 shelves of motor supplies

2 Plastic fender 14" white

Turning Point quick silver prop

Transom Swim platform

3GAL neptune fuel tank (64)

Tie down High impact pontoon trailer guide on's

Shelf of Boating Supplies

6.5GAL Fuel Tank

Red 3 gal gas tank

Shelf of Boating supplies

Minn Kota Powerdrive Bow-mount Trolling motor
Minn Kota Ulterra Bow-mounted trolling motor
Minn Kota MK 3300 on board marine battery charge
Minn Kota quick release bracket MKA-57
ACDelco non-chlorinated brake parts cleaner
Kleen-flo 313 cans
Red line 0W40 / 10W40 motor oil
Red line 75W90 GL-5 Gear oil
Case away ordor free 6 packs
Rack of Winter proof Anti-freeze
Sea foam cans
PL premium
(20) Great Stuff mutipurpose black
Coil hose with nozzel
Quick silver power tune
Mercury Storage seal
Quick silver Marine Lubricants
Various Mercury motor oil
Bugs B gone

Qty of Retail Shelving

2023 Segway	Snarler AT6 SE	H0MAAPX35P8000337
2023 Segway	Snarler AT6 SX	H0MAAPX34P8000135
2023 Segway Villain SX10 WX	SGW1000F-S2	H0MAAPX38P8000347
2023 Crossroads 5th Wheel	Model 4051BH	4YDFCEV29P9310076
2023 Crossroads 5th Wheel	Volante Model VL326RK23	4YDFVLR28P6360400
2023 Crossroads 5th Wheel	Volante Model VL375MD23	4YDFVLU28P6360307
2022 Heartland Bumper Pull	Travel Trailer, Model 315BH	5SFPB3727PE519932
2022 Heartland RV Bumper Pull	Model 212RD Prowler	5SFPB2628PE516419
2022 Crossroads Sunset Trail Bumper Pull	SS1868H22	4YDTSSH17N5353648
2023 Impact Boat w/ Trailer	XS 1875	LBBKJ623F323
2023 Lund	1600 Fury SS	LBBHT022H324
2024 Lund Boat w/ Trailer	1650 Angler Sport	LBBMC082K324
2022 Crossroads 5th Wheel	Cruiser Aire Model CR24RL22	4YDFCRL26N6321240
2023 Crossroads 5th Wheel	Model CE3961MB23	4YDFCET21P9310057
2023 Crossroads 5th Wheel	Cameo Model CE4041DB23	4YDFCEV27P9310142
2023 Crossroads 5th Wheel	Volante Model VL375MD23	4YDFVLU26P6360368

2023 Bumper Travel Trailer	Model 271SBR Prowler	5SFPB3224PE524691
2022 Heartland Bumper Pull	Model 240RB Prowler	5SFPB2827PE516957
2023 Crossroads Bumper Pull	Travel Trailer Model CR30RLS23	4YDTCRP22P6320201
2024 Sunset 258RD Bumper Pull	Sunset 258RD	4YDTSSM25PS351027
2023 Glacier Bumper Pull	17RD House, 25'6"	4T91A1716PC213333
2023 Glacier Bumper Pull	RV Explorer Model 17EXP	4T91A1718RD213041
2023 Explorer Bumper Pull	Explorer Model 17EXP 25'6"	4T91A171XRD213042
2023 Explorer Bumper Pull	Explorer 17 EXP 25'6"	4T91A1710RD213082
2021 Della Terra Bumper Pull	Model DET230RB	5ZT2DEMB6M9006035
2021 Crossroads Bumper Pull	Sunset Trail Super Lite	4YDT26823M5352107
2022 Crossroads Bumper Pull	Sunset	4YDTSSM22N5351854
2022 Sunset Bumper Pull Trailer	SS253RB22	4YDTSSM21N5351764
2012 Lund Boat w/ Trailer	Tyee, 175 Hp Merc	LBBDA661K112
2023 Heartland Bumper Pull	Prowler 320SBH	5SFPB3722PE523144
2023 Glacier Bumper Pull	RV Explorer Model 18 EXP	4T91A1827RB213003
2023 Glacier Bumper Pull	RV Explorer Model 18XP	4T91A1829PB213307
2012 Forest River Bumper Pull	Sabre M-310TBOK	4X4TSRG24C3004956
2007 Jayco Bumper Pull	Eagle 322FK	VIN Inside Unit
2023 Glacier Bumper Pull	Glacier Ice House Model 22 EXP	4T91A2223PB213270
2023 Segway	Fugleman UT10X	H0MUBWX10P8000250
2023 Heartland RV	Prowler Lynx	5SFPB3121PE526979
2023 Segway	Villan	HOMSBWX60P8000199
2014 Crossroads Bumper Pull	Shadow Cruiser Model S280QBS	5RXT02820E1030200

Schedule "C"

Office desk with LG monitor, keyboard and phone

(3) - 2 door cabinet

Paper shredder

Bamboo shelf

Pro aire portable air conditioner

Office desk & folding table with contents

Manual adjustable computer desk

Filing cabinet

Misc. pieces of Trim, flooring and awning roller

glassing sliding door & mirror

Misc, panels, office panels

Misc doors

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(3) Double side by side vented battery box

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Wall section of plumbing supplies

Wall section of plumbing supplies

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20lb propane tank cover

Shelves of double sided tape

Damaged vent

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(5) Replacement filters

(3) Fresh water pump

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(3) exterior water heater covers
(2) Towing mirrors
(5) propane gas alarms / (2) Smoke Alarms
RV lid screens
Wall of Propane accessories & (2) Tire covers
Rack with contents electrical connectors
(14) Wheel Chock
(7) Range hood vents
(9) Fridge roof vent covers
(13) Chrome hitch balls
Shelf of Misc Segway brand parts
(2) 24' Stabilizer Bars Mumby Manufacturing
(2) Hitch jacks
Wall of Towing supplies
(3) 24" Scissor Jacks
(2) X-Wheel Chocks
Bumper mount tire carrier
Wall of Awning supplies
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Shelf of RV/Trailer Wheel repair parts
Shelf of misc supplies (mold mildew, water pump etc)
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(5) Blue hydraulic fluid
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Doisplay of sanitation additives
Shelves of Caulking and sealents

- (5) 15' Coil hose w/pistol grip nozzle
- (4) 50' Waterline hose
- (7) RV winter antifreeze
- Odyssey AGM31
- (2) Prarie Battery 31DC
- (2) Prarie Battery Marine 24M-1000
- (6) Prarie Battery 27DC
- (7) Prarie Battery 24DC
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- (3) Power Converters
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- Fan Cont. Module board
- SF-35 Motor
- Rack of Gas springs
- Wall of RV harware
- (3) Trolling Motor Stabilizer
- Misc boat supplies
- Oil cool module
- (2) Fibreglass Ladders (12ft/6ft)
- (2) Aluminum riser steps

Magna force 20Gal air compressor
Plastic black shelf with contents
5500lb pallet jack
Atwood RV Air command
Craftsman mitre saw
Craftsman table saw
22V cords
RV Penguin A/C unit
5th wheel hitch
Shelf with contents (jack stands, jerry cans etc)
(2) folding extendable ladders
Industrial air compressor 20gal
bucket of assorted yard tools
Shelves of Batteries (38)
Batter charger
Bosster cart
12 volt power supply and jump starter
4,000 lb gantry crane
Dewalt 30gal portable air compressor
(3) floor jacks
Awnings
(4) black shelves with contents
Mechanics edge tool chest with contents
Red cart with contents & stool
Bolt bin with bolts
(2) machanic creepers
Rok parts cleaner
Work bench with misc tools
Milton Mig 200IGBT welder
Marine Dynamometer model 2000 S/N 6732
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Roll of electrical wire
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4 Drawer Upright Metal File Cabinet
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Brother Printer
Aurora Paper Shredder

Wooden Right Pedestal Desk, 2 - Office Side Chair, Swivel Office Chair

2 Dr Metal File Cabinet

Brother Printer

Brother 3 in 1 Printer

2 - Wooden Table

Left Pedestal Return Desk, 2 Dining Chair, Swivel Office Chair

Wooden Desk, Steno Chair, Office Side Chair

Right Pedestal Desk, 2 Office Side Chair, Swivel Office Chair, 2 Dr Metal File Cabinet

Brother Printer

2 - Dining Chair

Left Pedestal Return Desk, Swivel Office Chair, 2 Office Side Chair

Brother Printer

Digital Wine Cooler Cabinet

4 Dr Lateral File Cabinet

2 - Black Plastic Shelf Unit

2 Dr Metal File Cabinet

4 - 4' Island Retail Display Shelf Unit

Shelf of contents

(2) 3 bank on board charger

Fulton 44" boat guides

Easy troller trolling plate

Shelf of motor oil

Hyundai HY2200RV Gas powered inverter generator

Firman WO1784 Inverter generator

3 shelves of motor supplies

2 Plastic fender 14" white

Turning Point quick silver prop

Transom Swim platform

3GAL neptune fuel tank (64)

Tie down High impact pontoon trailer guide on's

Shelf of Boating Supplies

6.5GAL Fuel Tank

Red 3 gal gas tank

Shelf of Boating supplies

Minn Kota Powerdrive Bow-mount Trolling motor
 Minn Kota Ulterra Bow-mounted trolling motor
 Minn Kota MK 3300 on board marine battery charge
 Minn Kota quick release bracket MKA-57
 ACDelco non-chlorinated brake parts cleaner
 Kleen-flo 313 cans
 Red line 0W40 / 10W40 motor oil
 Red line 75W90 GL-5 Gear oil
 Case away ordor free 6 packs
 Rack of Winter proof Anti-freeze
 Sea foam cans
 PL premium
 (20) Great Stuff mutipurpose black
 Coil hose with nozzel
 Quick silver power tune
 Mercury Storage seal
 Quick silver Marine Lubricants
 Various Mercury motor oil
 Bugs B gone

Qty of Retail Shelving \$63,715.46

2023 Segway	Snarler AT6 SE	H0MAAPX35P8000337	\$6,417.00
2023 Segway	Snarler AT6 SX	H0MAAPX34P8000135	\$6,238.75
2023 Segway Villain SX10 WX	SGW1000F-S2	H0MAAPX38P8000347	\$14,957.50
2023 Crossroads 5th Wheel	Model 4051BH	4YDFCEV29P9310076	\$65,177.50
2023 Crossroads 5th Wheel	Volante Model VL326RK23	4YDFVLR28P6360400	\$44,562.50
2023 Crossroads 5th Wheel	Volante Model VL375MD23	4YDFVLU28P6360307	\$49,677.50
2022 Heartland Bumper Pull	Travel Trailer, Model 315BH	5SFPB3727PE519932	\$27,357.50
2022 Heartland RV Bumper Pull	Model 212RD Prowler	5SFPB2628PE516419	\$20,382.50
2022 Crossroads Sunset Trail Bumper Pull	SS1868H22	4YDTSSH17N5353648	\$16,507.50
2023 Impact Boat w/ Trailer	XS 1875	LBBKJ623F323	\$43,167.50
2023 Lund	1600 Fury SS	LBBHT022H324	\$16,972.50
2024 Lund Boat w/ Trailer	1650 Angler Sport	LBBMC082K324	\$20,847.50

2022 Crossroads 5th Wheel	Cruiser Aire Model CR24RL22	4YDFCRL26N6321240	\$27,667.50
2023 Crossroads 5th Wheel	Model CE3961MB23	4YDFCET21P9310057	\$64,867.50
2023 Crossroads 5th Wheel	Cameo Model CE4041DB23	4YDFCEV27P9310142	\$66,185.00
2023 Crossroads 5th Wheel	Volante Model VL375MD23	4YDFVLU26P6360368	\$49,522.50
2023 Bumper Travel Trailer	Model 271SBR Prowler	5SFPB3224PE524691	\$27,171.50
2022 Heartland Bumper Pull	Model 240RB Prowler	5SFPB2827PE516957	\$22,707.50
2023 Crossroads Bumper Pull	Travel Trailer Model CR30RLS23	4YDTCRP22P6320201	\$32,131.50
2024 Sunset 258RD Bumper Pull	Sunset 258RD	4YDTSSM25PS351027	\$28,287.50
2023 Glacier Bumper Pull	17RD House, 25'6"	4T91A1716PC213333	\$34,797.50
2023 Glacier Bumper Pull	RV Explorer Model 17EXP	4T91A1718RD213041	\$34,797.50
2023 Explorer Bumper Pull	Explorer Model 17EXP 25'6"	4T91A171XRD213042	\$34,797.50
2023 Explorer Bumper Pull	Explorer 17 EXP 25'6"	4T91A1710RD213082	\$34,797.50
2021 Della Terra Bumper Pull	Model DET230RB	5ZT2DEMB6M9006035	\$16,042.50
2021 Crossroads Bumper Pull	Sunset Trail Super Lite	4YDT26823M5352107	\$22,552.50
2022 Crossroads Bumper Pull	Sunset	4YDTSSM22N5351854	\$23,637.50
2022 Sunset Bumper Pull Trailer	SS253RB22	4YDTSSM21N5351764	\$18,057.50
2012 Lund Boat w/ Trailer	Tyee, 175 Hp Merc	LBBDA661K112	\$18,212.50
2023 Heartland Bumper Pull	Prowler 320SBH	5SFPB3722PE523144	\$28,597.50
2023 Glacier Bumper Pull	RV Explorer Model 18 EXP	4T91A1827RB213003	\$39,757.50
2023 Glacier Bumper Pull	RV Explorer Model 18XP	4T91A1829PB213307	\$39,757.50
2012 Forest River Bumper Pull	Sabre M-310TBOK	4X4TSRG24C3004956	\$12,477.50
2007 Jayco Bumper Pull	Eagle 322FK	VIN Inside Unit	\$8,128.20
2023 Glacier Bumper Pull	Glacier Ice House Model 22 EXP	4T91A2223PB213270	\$43,477.50
2023 Segway	Fugleman UT10X	H0MUBWX10P8000250	\$2,139.00
2023 Heartland RV	Prowler Lynx	5SFPB3121PE526979	\$29,016.00
2023 Segway	Villan	H0MSBWX60P8000199	\$14,880.00
2014 Crossroads Bumper Pull	Shadow Cruiser Model S280QBS	5RXT02820E1030200	\$10,972.09

Appendix E – Fees and Disbursements of the Receiver

MOOSE JAW AUTO & LEISURE LTD.

SUMMARY OF RECEIVER FEES AND DISBURSEMENTS

Date	Invoice #	Fees	Disbursements	GST	Total	Hours
10-Oct-24	CINV3119850	\$ 47,068	\$ 781	\$ 2,392	\$ 50,241	108.7
23-Dec-24	CINV3217861	11,113	-	556	11,668	24.6
24-Feb-25	CINV3286358	7,785	-	389	8,174	15.7
Total		\$ 65,965	\$ 781	\$ 3,337	\$ 70,084	149.0



Tel: 204 956 7200
www.bdo.ca

BDO Canada Limited
201 Portage Ave, 26th Floor
Winnipeg, MB R3B 3K6

Strictly Private & Confidential

Moose Jaw Auto & Leisure Ltd.
1400 Lakeview Rd
Moose Jaw, SK S6H 8A7
Canada

Date	Invoice
October 10, 2024	CINV3119850 CUS0088519

RE: Moose Jaw Auto & Leisure Ltd. - In Receivership

TO OUR FEE FOR PROFESSIONAL SERVICES for the work performed in accordance with the Court Appointed Receivership proceedings in the above noted matter.

Our Fee	\$ 47,067.50
Disbursements (Mail redirection, travel):	\$ 781.20
Subtotal	47,848.70
GST/HST (5%) 101518124RT0001	2,392.44
TOTAL	\$ 50,241.14

Summary of Time Charges:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
B. Warga, Partner	29.4	550.00	16,170.00
J. Parisi, Partner	0.5	550.00	275.00
J. Fritz, Sr. Manager	47.8	450.00	21,510.00
Z. Klassen, Sr. Associate	28.5	300.00	8,550.00
L. Demchuck, Associate	2.5	225.00	562.50
Total	<u>108.7</u>		<u>\$ 47,067.50</u>



Staff	Date	Comments	Hours
B. Warga	2024-08-27	Attendance at Court hearing; calls with MJAL (L. Chang and D. Hamilton); internal file planning matters; attendance at West Coast Automotive to verify two (2) MJAL units; meeting with L. Chang.	3.6
J. Fritz	2024-08-27	Correspondence with former management, accountant, director, B. Warga, and Z. Klassen re: file matters; information request correspondence.	2.7
B. Warga	2024-08-28	Website posting; video tour of MJAL premises; discussion of file matters with J. Fritz.	2.2
J. Fritz	2024-08-28	Direction to Z. Klassen; virtual site tour; correspondence with former staff and management; correspondence with primary secured creditor counsel.	2.3
Z. Klassen	2024-08-28	Attend on site; secure premises; changing of locks; meeting with landlord representatives; inventorying of assets.	9.0
B. Warga	2024-08-29	Review of documents provided by MJAL; call with J. Fritz re: file matters.	0.7
J. Fritz	2024-08-29	Correspondence with former management re: information requests; correspondence with primary secured lender.	0.7
B. Warga	2024-08-30	Drafting of Sales Package; drafting of Notice and Statement of the Receiver.	1.8
B. Warga	2024-09-03	Preparation of creditor listing; drafting of Notice and Statement of the Receiver; drafting of Sales Package.	2.6
B. Warga	2024-09-04	Preparation of Sales Package; review of various e-mail correspondence re: file matters; correspondence with creditors; call with L. Chang.	3.2
J. Fritz	2024-09-04	Finalize Sales Package; direction to Z. Klassen; correspondence with former management re: information requests; review of information provided to date; Notice and Statement finalization; correspondence with counsel.	3.4
B. Warga	2024-09-05	Review of correspondence to/from L. Chang re: information requests; correspondence to/from L. Chang re: SK Labour Standards review; discussion with J. Fritz re: sales process and file matters.	1.7
J. Fritz	2024-09-05	Counsel correspondence; creditor correspondence; sales process matters; former management correspondence; asset review and reconciliation; statutory notice matters; OSB correspondence.	4.1
B. Warga	2024-09-06	Finalization of Sales Package; call with MLT Aikins re: landlord and file matters; review of lease agreement; discussion with J. Fritz re: same.	1.2
J. Fritz	2024-09-06	Correspondence with counsel; sales process and interested parties' compilation and correspondence.	3.7
J. Parisi	2024-09-06	Review Sales and Investment Package and provide comments.	0.5
J. Fritz	2024-09-09	Sales process correspondence; direction to Z. Klassen; interested party site attendance logistics.	3.3



Staff	Date	Comments	Hours
Z. Klassen	2024-09-09	Attend on site; meeting with interested parties.	3.5
B. Warga	2024-09-10	Discussions with J. Fritz re: file matters and on-site attendance; review of e-mail correspondence re: file matters.	0.5
J. Fritz	2024-09-10	Sales process correspondence; interested parties attendance coordination; landlord correspondence; direction to Z. Klassen.	2.2
L. Demchuk	2024-09-10	Set up file in Ascend; prepare and submit request to open bank account; correspondence with J Fritz.	0.4
Z. Klassen	2024-09-10	Attendance on site for interested party tours; review and collection of records (spec sheets).	6.5
B. Warga	2024-09-11	Review of e-mail correspondence to/from RBC; review and redaction of spec. sheets.	0.5
J. Fritz	2024-09-11	Interested party correspondence and site attendance co-ordination; direction to Z. Klassen; OSB correspondence; addendum compilation; banking matters.	3.2
L. Demchuk	2024-09-11	Transfer estate in Ascend; set up and link bank account in Ascend; enter and process deposit.	0.2
B. Warga	2024-09-12	Call and e-mail correspondence with interested party; correspondence to/from creditors.	0.7
J. Fritz	2024-09-12	Addendum finalization and distribution; interested parties enquiries and site visit logistics; CRA correspondence.	3.1
L. Demchuk	2024-09-12	Trust accounting.	0.1
B. Warga	2024-09-13	Call with counsel to RBC re: lease; discussion with J. Fritz re: file matters.	0.5
J. Fritz	2024-09-13	Interested party correspondence and logistics; primary secured creditor correspondence re: unit audit; primary secured creditor counsel correspondence re: file update.	0.8
J. Fritz	2024-09-16	Sales process correspondence.	0.4
J. Fritz	2024-09-17	Sales process correspondence; estate disbursements.	0.4
L. Demchuk	2024-09-17	Correspondence with J. Fritz and Versabank re: incoming wire transfer.	0.2
Z. Klassen	2024-09-17	On site attendance re: site tours.	6.0
B. Warga	2024-09-18	Correspondence to/from SK Employment Standards.	0.5
J. Fritz	2024-09-18	Sales process correspondence; former management correspondence re: receipts and information requests.	0.7
L. Demchuk	2024-09-18	Trust accounting.	0.1
J. Fritz	2024-09-19	Sales process and interested party correspondence; third-party direction to Z. Klassen.	1.1
B. Warga	2024-09-20	Review of offer summary.	0.5



Staff	Date	Comments	Hours
J. Fritz	2024-09-20	Sales process correspondence: review and compilation of offers received.	2.3
L. Demchuk	2024-09-20	Correspondence with Versabank re: incoming wire payments; emails with J. Fritz and B. Warga; banking matters; draft cheque requisition; record and process payable.	0.5
B. Warga	2024-09-23	Call with RBC re: offer summary; call with J. Lee re: Court hearing; drafting of First Report and Confidential Supplement.	3.3
J. Fritz	2024-09-23	Sales process matters.	0.6
L. Demchuk	2024-09-23	Print and mail cheques; scan support to file; post incoming wire payments to Ascend.	0.3
B. Warga	2024-09-24	Correspondence to/from RBC re: offers; updates to First and Confidential Reports; review of McDougall auction agreement; attendance at West Coast re: cheques.	2.6
J. Fritz	2024-09-24	Sales process correspondence; CRA correspondence re: trust examination.	0.9
L. Demchuk	2024-09-24	Trust accounting.	0.2
B. Warga	2024-09-25	Call with RBC re: offers; review of auction agreement; correspondence to MLT Aikins re: same.	1.1
J. Fritz	2024-09-25	Landlord correspondence; sale process correspondence.	1.5
L. Demchuk	2024-09-25	Trust accounting.	0.1
B. Warga	2024-09-26	Call with J. Lee re: auction agreement; discussion of same with J. Fritz; review of file matters and e-mail correspondence re: same.	0.8
J. Fritz	2024-09-26	Correspondence with counsel; correspondence with successful party.	1.2
J. Fritz	2024-09-27	Asset sale correspondence; purchaser logistics.	2.0
B. Warga	2024-10-01	Review of correspondence to/from D. Hamilton and L. Chang re: access to premise and vacating of same.	0.3
J. Fritz	2024-10-01	Landlord attendance logistics; sales process correspondence.	1.8
J. Fritz	2024-10-02	Asset removal matters; correspondence with landlord; sales process correspondence and deposit matters; landlord and subordinate secured creditor correspondence.	1.9
L. Demchuk	2024-10-02	Trust accounting.	0.1
B. Warga	2024-10-03	Review of e-mail correspondence re: assets; discussion of file matters with J. Fritz.	0.6
J. Fritz	2024-10-03	Secured claim correspondence; correspondence with counsel; asset logistics arrangements and arrangements to vacate Moose Jaw location; CRA trust examination arrangements.	2.1
B. Warga	2024-10-04	Review of correspondence re: file matters; final premises walkthrough.	0.5



Staff	Date	Comments	Hours
J. Fritz	2024-10-04	Moose Jaw location asset removal logistics and video walk through with Z. Klassen and Landlord; sales process administration (deposits).	1.4
L. Demchuk	2024-10-04	Draft cheque requisition and wire request form; record payables in Ascend; process wire payment.	0.3
Z. Klassen	2024-10-04	Attend on site; final walkthrough; provision of keys to landlord's representative.	3.5



Tel: 204 956 7200
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BDO Canada Limited
201 Portage Ave, 26th Floor
Winnipeg, MB R3B 3K6

Strictly Private & Confidential

Royal Bank of Canada
52 High Street West
Moose Jaw, Saskatchewan
S6H 1S3

Attention: Kerry Orth, Special Loans and Advisory Services

Date	Invoice
December 23, 2024	CINV3217861 CUS0088519

RE: Moose Jaw Auto & Leisure Ltd. - In Receivership

TO OUR FEE FOR PROFESSIONAL SERVICES for the work performed in accordance with the Court Appointed Receivership proceedings in the above noted matter.

Our Fee	\$ 11,112.50
Subtotal	11,112.50
GST/HST (5%) 101518124RT0001	555.63
TOTAL	\$ 11,668.13

Summary of Time Charges:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
B. Warga, Partner	5.9	550.00	3,245.00
J. Fritz, Sr. Manager	16.1	450.00	7,245.00
Z. Klassen, Sr. Associate	0.5	300.00	150.00
L. Demchuck, Associate	2.1	225.00	472.50
Total	<u>24.6</u>		<u>\$ 11,112.50</u>



Staff	Date	Comments	Hours
L. Demchuk	2024-10-07	Correspondence re: banking matters.	0.1
J. Fritz	2024-10-07	CRA trust exam compilation; director and purchaser correspondence; finalize post-sales process matters (deposit logistics, etc).	1.4
L. Demchuk	2024-10-08	Draft cheque requisition; draft wire payment requests; record payables for processing; correspondence with J. Fritz and Versabank.	0.5
B. Warga	2024-10-09	Discussion with J. Fritz re: security and missing units; billing.	0.8
J. Fritz	2024-10-09	Review of unit correspondence and discussions/correspondence with L. Chang; CRA auditor meeting.	2.2
B. Warga	2024-10-10	Drafting of update to RBC; finalization of billing.	0.6
J. Fritz	2024-10-10	Records logistics; PPSA registration correspondence; CRA follow-up.	0.5
Z. Klassen	2024-10-10	Retrieval of computers.	0.5
B. Warga	2024-10-11	Correspondence to RBC re: update.	0.2
J. Fritz	2024-10-11	CRA correspondence re: trust exam and recognition of Receiver's appointment; L. Chang correspondence re: outstanding units, A/R, and CRA access.	0.5
B. Warga	2024-10-15	Correspondence to/from RBC re: R&D; call with J. Lee re: forklift and security matters; review of correspondence from Vickar.	0.8
J. Fritz	2024-10-15	Creditor correspondence; correspondence with counsel.	0.6
L. Demchuk	2024-10-15	Draft cheque requisition; record payables for processing.	0.2
J. Fritz	2024-10-16	Correspondence with Credit Union re: unit registrations; auctioneer unit logistics; correspondence with former principal re: third-party and trade in units.	0.9
J. Fritz	2024-10-17	Review of additional unit; correspondence with McDougall Auctioneers re: additional unit and shipping matters; correspondence with landlord re: additional unit pickup.	1.1
L. Demchuk	2024-10-17	Payables processing.	0.1
J. Fritz	2024-10-18	Correspondence with counsel; correspondence with RBC re: occupation rent.	0.6
L. Demchuk	2024-10-18	Print and mail cheques; scan support to file.	0.2
B. Warga	2024-10-21	Review of e-mail correspondence to/from landlord; discussion of file matters with J. Fritz re: additional units.	0.4
J. Fritz	2024-10-21	Landlord correspondence re: occupation rent; police correspondence re: potential MJAL asset.	0.3
L. Demchuk	2024-10-22	Draft cheque requisition; record payable in Ascend.	0.2
J. Fritz	2024-10-23	Secured creditor correspondence.	0.1
L. Demchuk	2024-10-23	Print and mail cheque; scan support to file.	0.2



Staff	Date	Comments	Hours
J. Fritz	2024-10-25	Onsite unit pickup logistics.	0.2
J. Fritz	2024-10-28	Correspondence with counsel; correspondence with auctioneer re: additional unit.	0.4
L. Demchuk	2024-11-01	Trust accounting.	0.1
J. Fritz	2024-11-04	Insurance correspondence with former management/auctioneer.	0.2
B. Warga	2024-11-07	Correspondence to J. Fritz re: insurance.	0.1
B. Warga	2024-11-12	Review of settlement agreement; correspondence to/from MLT Aikins re: same.	0.4
J. Fritz	2024-11-12	Correspondence with counsel.	0.3
L. Demchuk	2024-11-12	Record and process deposit.	0.1
B. Warga	2024-11-13	Review of correspondence to/from MLTA re: settlement.	0.2
J. Fritz	2024-11-14	Auctioneer correspondence re: sale matters.	0.3
B. Warga	2024-11-18	Review of correspondence to/from legal counsel re: file matters.	0.3
J. Fritz	2024-11-18	Auction company correspondence re: sales results; correspondence with counsel; correspondence with Management re: information requests.	0.9
J. Fritz	2024-11-20	Preliminary sale result review and comparison with asset listing.	0.9
B. Warga	2024-11-22	Review of correspondence to/from McDougall re: auction results; review of correspondence from L. Chang.	0.3
J. Fritz	2024-11-22	Auction sale results and security registration review; auctioneer correspondence re: sale proceeds; GST filing.	1.6
J. Fritz	2024-11-25	GST filing.	0.1
L. Demchuk	2024-11-27	Email correspondence re: banking matters.	0.2
B. Warga	2024-11-28	Review of correspondence to RBC re: auction results.	0.3
J. Fritz	2024-11-28	Update to primary secured lender.	0.9
L. Demchuk	2024-11-28	Record incoming wire payment.	0.1
J. Fritz	2024-11-29	Correspondence with auctioneer and primary secured creditor re: post-sale matters; correspondence with counsel; correspondence with SK finance re: PST.	0.7
L. Demchuk	2024-12-02	Record incoming funds in Ascend.	0.1
B. Warga	2024-12-04	Execution of settlement agreement; correspondence to/from MLTA re: same.	0.2
J. Fritz	2024-12-06	Auctioneer correspondence; review PPSA registration status.	0.3
J. Fritz	2024-12-09	Correspondence with appointing creditor and auctioneer re: serial numbered discharges.	0.3
J. Fritz	2024-12-10	Auctioneer correspondence re: PPSA matters.	0.2



Staff	Date	Comments	Hours
B. Warga	2024-12-16	Updates to R&D; review of legal fees; processing of disbursements.	0.5
J. Fritz	2024-12-16	Skid steer settlement correspondence.	0.3
B. Warga	2024-12-17	Correspondence to/from MLTA re: skid steer; processing of disbursements.	0.3
J. Fritz	2024-12-17	GST filing.	0.1
J. Fritz	2024-12-18	Correspondence with counsel.	0.2
B. Warga	2024-12-19	Call and e-mail correspondence to/from SK Employment Standards; correspondence to L. Chang re: same.	0.5



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Winnipeg, MB R3B 3K6

Strictly Private & Confidential

Royal Bank of Canada
52 High Street West
Moose Jaw, Saskatchewan
S6H 1S3

Attention: Kerry Orth, Special Loans and Advisory Services

Date	Invoice
February 24, 2025	CINV3286358

RE: Moose Jaw Auto & Leisure Ltd. - In Receivership

TO OUR FEE FOR PROFESSIONAL SERVICES for the work performed in accordance with the Court Appointed Receivership proceedings in the above noted matter:

Our Fee	\$ 7,785.00
GST/HST (5%) 101518124RT0001	389.25
Total	\$ 8,174.25

Summary of Time Charges:

	Hours	Rate	Amount
B. Warga, Partner	9.9	550.00	5,445.00
J. Fritz, Sr. Manager	4.6	450.00	2,070.00
L. Demchuk, Senior Associate	1.2	225.00	270.00
Total	15.7		\$ 7,785.00

BANK WIRE TRANSFER/EFT PAYMENTS: Payment can be made online in Canadian funds. Please ensure you email your online payment confirmations including invoice #, amount paid and payment date) to EFTPayments@bdo.ca

The banking information for BDO Canada Limited is as follows for Canadian Funds

CIBC Main Branch
Commerce Court
199 Bay Street
Toronto, ON M5L 1G9
Account Name: BDO Canada Limited

Bank: Canadian Imperial Bank of Commerce
Bank Institution #: 010
Transit #: 00002
Account #: 91-26910
Swift Reference #: CIBCCATT



Date	Staff	Comments	Hours
30-Dec-24	B. Warga	Correspondence to/from K. Orth re: R&D and invoice; correspondence to L. Demchuk re: wire payment to Vickar.	0.4
30-Dec-24	J. Fritz	Processing GST refunds; review and edits to R&D.	0.4
30-Dec-24	L. Demchuk	Draft payable request; prepare and process wire payment request.	0.3
31-Dec-24	B. Warga	Review and comments on security opinion.	0.5
31-Dec-24	J. Fritz	Security opinion review; correspondence with counsel.	1.1
2-Jan-25	B. Warga	Drafting of First Report; review of security opinion.	3.5
2-Jan-25	J. Fritz	Equipment settlement agreement correspondence and payment logistics; correspondence with Management re: outstanding information requests.	0.4
2-Jan-25	L. Demchuk	Draft cheque requisition; draft and process wire payment request.	0.3
3-Jan-25	L. Demchuk	Record and process payable.	0.1
6-Jan-25	B. Warga	Correspondence to L. Chang re: A/R.	0.1
6-Jan-25	L. Demchuk	Process payable; print cheque and scan support to file.	0.2
8-Jan-25	B. Warga	Correspondence to/from L. Chang re: A/R.	0.1
8-Jan-25	J. Fritz	Correspondence with appointing creditor re: security registrations.	0.2
9-Jan-25	J. Fritz	Auctioneer correspondence re: PPSA discharge.	0.1
14-Jan-25	B. Warga	Correspondence to L. Chang re: A/R.	0.1
14-Jan-25	J. Fritz	Auction company correspondence re: asset proceeds.	0.2
15-Jan-25	B. Warga	Correspondence to/from L. Chang re: A/R; discussion of same with J. Fritz.	0.5
16-Jan-25	J. Fritz	A/R information review and correspondence with Management.	0.4
17-Jan-25	J. Fritz	Corporate tax review re: refund status.	0.4
27-Jan-25	B. Warga	GST refund review and deposit; review of e-mail correspondence re: file matters.	0.6
27-Jan-25	J. Fritz	GST filing.	0.1
27-Jan-25	L. Demchuk	Record receipt and prepare deposit slip.	0.1
3-Feb-25	B. Warga	Correspondence to L. Chang re: file matters.	0.2
4-Feb-25	B. Warga	Process of disbursements.	0.1
5-Feb-25	B. Warga	Approval of disbursements.	0.1
6-Feb-25	B. Warga	Review of correspondence to/from L. Chang re: A/R.	0.2



Date	Staff	Comments	Hours
7-Feb-25	L. Demchuk	Print and mail cheque; scan support to file.	0.2
10-Feb-25	J. Fritz	Receipt processing.	0.2
14-Feb-25	B. Warga	A/R collections; drafting of First Report; correspondence to/from J. Lee re: Court dates.	2.8
19-Feb-25	B. Warga	Updates to First Report.	0.3
19-Feb-25	J. Fritz	First report review and edits.	0.9
20-Feb-25	B. Warga	Updates to First Report; provision of same to MLTA for comment/notice of motion preparation.	0.4
23-Feb-25	J. Fritz	GST filing.	0.2

Appendix F – Fees and Disbursements of the Receiver’s Legal Counsel

MOOSE JAW AUTO & LEISURE LTD.

**SUMMARY OF LEGAL FEES AND DISBURSEMENTS
MLT AIKINS LLP**

Date	Invoice #	Fees	Disbursements	GST	PST	Total	Hours
31-Aug-24	6487326	\$ 2,628	\$ 45	\$ 134	\$ 158	\$ 2,964	3.4
30-Sep-24	6497804	2,256	-	113	135	2,504	2.4
31-Oct-24	6506211	1,692	-	85	102	1,878	1.8
30-Nov-24	6514211	3,931	44	199	236	4,409	6.8
31-Dec-24	6522766	1,974	-	99	118	2,191	2.1
31-Jan-25	6534395	1,146	2	57	69	1,274	1.2
Total		\$ 13,627	\$ 91	\$ 686	\$ 818	\$ 15,221	17.7

Appendix G – Statement of Receipts and Disbursements for the period August 27, 2024 to February 27, 2025

MOOSE JAW AUTO & LEISURE LTD.
STATEMENT OF RECEIPTS AND DISBURSEMENTS
for the period August 27, 2024 to February 27, 2025

	Amount	Notes
Receipts		
Accounts receivable	847	
GST collected	350	
GST refund	10,017	
Insurance proceeds	3,517	
Interest	5,172	
Sale of assets	1,176,439	
Sale of skid steer	50,730	(1)
Total Receipts	1,247,073	
Disbursements		
Contractors	159	
Filing fees	80	
Freight	25,795	
GST paid on disbursements	25	
GST paid on legal fees and disbursements	686	
GST paid on Receiver fees and disbursements	3,337	
Legal fees and disbursements	13,718	(2)
Locks	495	
PST paid on disbursements	30	
PST paid on legal fees and disbursements	818	
Receiver fees	66,746	(3)
Rent	24,329	
Skid steer settlement	25,159	(1)
Total Disbursements	161,375	
Excess of Receipts over Disbursements as at February 27, 2025	\$ 1,085,698	

Notes:

- (1) Gross sale proceeds, 50% of which has been paid to Stephan Vickar in accordance with the Settlement Agreement dated December 4, 2024.
- (2) Excludes fees and disbursements of the Receiver's legal counsel subsequent to January 31, 2025.
- (3) Excludes fees and disbursements of the Receiver subsequent to February 23, 2025.