

In the Matter of the Receivership of Canem Investments Ltd.

Sale Information Package

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COURT APPOINTED RECEIVERSHIP SALE OF VEHICLE LEASE PORTFOLIO

Abakhan & Associates Inc. in its capacity as court appointed Receiver and Manager of Canem Investments Ltd. (the “Company”) is offering for sale its right, title and interest in the vehicle lease portfolio of the Company. The portfolio contains 36 used vehicles of various classes, from domestic to luxury.

Offers are to be submitted by October 6, 2016 and are subject to court approval.

For further information and to obtain a confidentiality agreement, listing of the portfolio and full terms and conditions of sale, please contact **Rick Hamilton:**

Abakhan & Associates Inc.
#1120 - 625 Howe Street
Vancouver, B.C. V6C 2T6
Phone: (604) 484-7843 Fax (604) 689-4277
rhamilton@abakhan.com

DISCLAIMER

Abakhan & Associates Inc. (“AAI”), in its capacity as Court appointed Receiver and Manager (“Receiver”) of Canem Investments Ltd. dba West Coast Auto Finance dba Canem Auto Gallery (“Canem” or the “Company”), is soliciting offers for the certain leased vehicles set out in Schedules “A”. **The solicitation referred to herein is subject to approval by the Supreme Court of British Columbia.**

This Sale 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. AAI does not assume responsibility or liability for losses occasioned to any parties as a result of the circulation, publication, reproduction or use of this Sale Information Package or its contents contrary to the terms upon which this information is provided.

Any information provided by the Receiver whether or not included herein has been obtained from the records of the Company and other third party information (the “Information”). We advise that AAI has not performed any audit functions with regard to the Information provided herein.

The lease portfolio of the Company described in Schedules “A” attached hereto are being offered for sale on an “as is, where is” basis. AAI makes no warranties or representations, whether expressed or implied, including with respect to the lease portfolio or its content, including in relation to the description, condition, size, quantity, title, or value of the vehicles and leases.

The Receiver does not accept or assume any responsibility or liability, direct or consequential, for the Information or the recipient’s reliance upon the Information. The recipient of the Information should take such steps as the recipient may deem necessary to verify the Information prior to placing any reliance upon the Information.

***Please note:** The lease portfolio is subject to change on or before the closing date, all bidders should perform their own due diligence and seek updates from the Receiver throughout the process.

INTRODUCTION

We are pleased to announce the Receivership sale of the lease portfolio* of Canem Investments Ltd., currently containing 36 vehicles of various class.

Canem Investments Ltd. dba West Coast Auto Finance dba Canem Auto Gallery (“Canem”) operated in Kelowna, B.C. as a pre-owned, luxury vehicle dealership. Canem’s remaining lease portfolio is now being offered for sale by the court ordered Receiver and Manager, Abakhan & Associates Inc. (the “Receiver”). The portfolio contains 36 premium used vehicles of various classes, from domestic to luxury.

The lease portfolio* will be offered for sale through a bid process and all offers shall be subject to court approval. Please review the information as to the process of this sale below. If you are interested, please sign and submit the confidentiality agreement to receive all relevant information.

SALES PROCESS

- Prospective purchasers will sign and submit the enclosed confidentiality agreement.
- Receiver will provide a package containing relevant information in relation to the portfolio.
- Prospective purchasers will have until **October 6, 2016** to perform their due diligence and submit bids.
- Prospective purchasers must use the approved form of offer template provided by the Receiver.
- The Receiver will review all offers and intends to accept the highest and best offer on or before **October 11, 2016**.
- The accepted offer shall be subject to court approval.

Court Approval

- The Receiver’s solicitor will apply for court approval within 30 days of acceptance of offer.

***Please note:** The portfolio is subject to change on or before the closing date, all bidders should perform their own due diligence and seek updates from the Receiver throughout the process.

Schedule "A" - Leased Vehicle Listing

1	2008	Volkswagon Touareg
2	2008	Acura MDX
3	2011	BMW 335i xDrive
4	2001	BMW X5
5	2007	Jeep Wrangle
6	2002	Jaguar XJ Sport
7	2009	Volkswagen Jetta
8	2003	Lincoln Navigator
9	2004	Audi S4
10	2001	Ford F150
11	2003	BMW M3
12	2005	Bentley Continental
13	2008	BMW X5
14	2006	Lincoln Navigator
15	2009	Mercedes C300
16	2006	Audi A4
17	2006	Nissan 350Z
18	2004	AM General Hummer
19	2007	Ford Edge SEL
20	2006	Landrover Rangerover
21	2011	Dodge Ram 3500
22	2008	Mercedes C300
23	2007	Acura RDX
24	2009	Mercedes-Benz S550V
25	2012	Mercedes ML63
26	2012	GMC Sierra 3500HD
27	2007	Maserati Quattroporte
28	2007	Audi S4
29	2002	Ford Thunderbird
30	2000	Ferrari 360
31	2002	Nissan Altima
32	2002	Dodge Ram 1500
33	2006	Chryster 300
34	2004	Audi A4
35	1997	Ford F150
36	2009	Suzuki XL7

Schedule "B"

Confidentiality Agreement

To: Abakhan & Associates Inc., in its capacity as court appointed Receiver and Manager (the "Receiver") of all undertakings and properties of Canem Investments Ltd. (together, the "Disclosing Party")

In regards to the Sale of: the Lease Portfolio and the assets offered for sale therein, including the listed vehicles and leases (the "Property") of Canem Investments Ltd. ("Company")

NOW THEREFORE for good and valuable consideration (including without limitation, the disclosure of the Confidential Information) the sufficiency of which is hereby acknowledged by the undersigned (the "Recipient") and shall not be denied, the Recipient hereby agrees as follows:

Confidential Information - In this Agreement, "Confidential Information" means:

- a) information relating to the products, services, business or commercial activities of Company, including but not limited to the Property and associated materials;
- b) copies of leases or vehicle lists related to or forming part of the Property; and
- c) any and all information provided by the Disclosing Party to the Recipient which individually may, or may not be confidential, which information is not generally known to the public, and either derives economic value, actual or potential, from not being generally known, or has character such that Disclosing Party has a legitimate interest in maintaining its secrecy.

In addition, the Recipient agrees that all documents given by the Disclosing Party or the Principal to the Recipient will be considered Confidential Information, whether or not marked with any proprietary notice or legend when the disclosure takes place. (Confidential Information excludes, however, any information which is already known by the Recipient at the time of disclosure; information acquired after the disclosure of same from a third party having the right to make such disclosure; and information now available to the public or which hereafter becomes available to the public through no breach of a confidentiality obligation of the Recipient.)

The sole purpose of the Confidential Information and disclosure thereof is to assist the Recipient in deciding whether to pursue the acquisition of the subject business and/or Property.

By accepting the Confidential Information, the Recipient agrees to keep that information strictly confidential as a fiduciary. The Recipient will store all Confidential Information safely and securely and will not duplicate the Confidential Information. The Confidential Information shall not, without prior written consent of the Disclosing Party, be disclosed by the Recipient, its agents, representatives or employees, in any manner whatsoever, in whole or part, and shall not be used by the Recipient, its agents, representatives or employees, other than in connection with the purchase of part or all of the subject business and/or Property.

The Recipient further agrees as follows:

1. to reveal the Confidential Information only to its agents, representatives and employees who need to know the information for the purpose of evaluating the potential transaction; who are informed by the Recipient of the confidential nature of the information and who shall agree in writing to act in accordance with the terms and conditions of this Agreement;
2. that it shall not acquire any right or interest in the Confidential Information;

3. the disclosure of the Confidential Information by the Disclosing Party to the Recipient does not constitute an offer by the Disclosing Party for the sale, license or other transfer of the Confidential Information or the Property, and any such arrangements shall be made by way of separate written agreement;
4. the Recipient will return to the Disclosing Party any Confidential Information and any material in the Recipient's possession or control that bears, embodies or refers to the Confidential Information promptly, when requested to do so by the Disclosing Party; and
5. the Recipient shall indemnify and hold the Disclosing Party harmless from any and all loss or damage (including actual legal costs) which arises from the unauthorized disclosure or use of the Confidential Information by the Recipient or by persons for whom the Recipient is responsible, by contract or at law.

If the Recipient is acting as an agent on the behalf of a third party, the Recipient shall disclose the name of the third party to the Receiver and secure the Disclosing Party's written approval for the disclosure of the Confidential Information to such third party. Such disclosure approval will be granted only on condition that such third parties execute a separate confidentiality agreement with the recipient in a form and content identical to that contained herein.

The Disclosing Party expressly disclaims any and all liability for express or implied representations or warranties for information contained in or omissions from the Confidential Information or any other written or oral communication transmitted or made available to the Recipient.

Please signify your acceptance to the foregoing by signing this letter in the space provided below and returning via e-mail. Upon acceptance of the Confidential Agreement, the material requested will be forwarded to you.

I(We) hereby agree to maintain the confidentiality of the subject information in accordance with the terms outlined above.

Business and /or name of prospective purchaser

Per _____
Signature and Title

Date

Address: _____

E-mail: _____

Phone # _____