

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

**MOTION RECORD
(Returnable July 18, 2022)**

July 11, 2022

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as
Court-appointed Receiver of Trigger Wholesale, Inc. and
The En Cadre Group Inc.

Index

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

I N D E X

TAB	DOCUMENT
1.	Notice of Motion returnable July 18, 2022
2.	Eighth Report of the Receiver dated July 11, 2022
Appendix 1:	Interim Receivership Order and Endorsement of the Honourable Madam Justice Gilmore dated October 13, 2020
Appendix 2:	Affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson each sworn October 9, 2020 (without appendices)
Appendix 3:	First Report of the Interim Receiver dated October 21, 2020 (without appendices)
Appendix 4:	Receivership Order of the Honourable Mr. Justice McEwen dated October 22, 2020
Appendix 5:	First Report of the Receiver dated November 20, 2020 (without appendices)
Appendix 6:	Baker Road Approval and Vesting Order and Endorsement of the Honourable Madam Justice Dietrich dated December 1, 2020
Appendix 7:	Second Report of the Receiver dated February 12, 2021 (without appendices)

TAB**DOCUMENT**

- Appendix 8: Supplemental Report to the Second Report of the Receiver dated March 16, 2021 (without appendices)
- Appendix 9: Inventory Approval and Vesting Order and Endorsement of the Honourable Madam Justice Dietrich dated March 17, 2021
- Appendix 10: Sea Ray Approval and Vesting Order and Endorsement of the Honourable Madam Justice Dietrich dated March 17, 2021
- Appendix 11: Order for Directions and Endorsement of Honourable Madam Justice Dietrich dated March 31, 2021
- Appendix 12: Endorsement of the Honourable Madam Justice Dietrich dated April 15, 2021
- Appendix 13: Reasons for Decision dated May 26, 2021 of the Honourable Madam Justice Dietrich
- Appendix 14: Judgment dated May 26, 2021 of the Honourable Madam Justice Dietrich
- Appendix 15: Third Report the Receiver dated May 10, 2021 (without appendices)
- Appendix 16: Saugeen Beach Road Approval and Vesting Order dated May 18, 2021
- Appendix 17: Fourth Report of the Receiver dated June 4, 2021 (without appendices)
- Appendix 18: 652 Colby Drive Approval and Vesting Order and Distribution Order dated June 14, 2021
- Appendix 19: Fifth Report of the Receiver dated August 12, 2021 (without appendices)
- Appendix 20: Old Post Road Approval and Vesting Order and the August 20, 2021 Distribution Order, along with the Endorsement of Justice Conway
- Appendix 21: Sixth Report of the Receiver dated November 26, 2021
- Appendix 22: Distribution Order along with the Endorsement of Justice Cavanagh dated December 6, 2021
- Appendix 23: Gdak Judgement - Reasons for Decision from the Ontario Court of Appeal dated February 17, 2022
- Appendix 24: Seventh Report of the Receiver dated April 20, 2022
- Appendix 25: Order along with the Endorsement of Justice McEwen dated April 29, 2022
- Appendix 26: Lions Court Sale Agreement (redacted)
- Appendix 27: Amendment to the Lions Court Sale Agreement (redacted)
- Appendix 28: Ace Settlement Agreement, Ace Consents and draft Orders
- Appendix 29: Fee Affidavit of Jacob Wiebe sworn July 11, 2022
- Appendix 30: Fee Affidavit of Christine Mason sworn July 7, 2022
- Appendix 31: Statement of Receipts and Disbursements as at June 30, 2022

TAB**DOCUMENT**

- | | |
|----------------------------|---|
| Confidential
Appendix 1 | Summary of Offers and Appraisal |
| Confidential
Appendix 2 | Lions Court Sale Agreement |
| Confidential
Appendix 3 | Amendment to the Lions Court Sale Agreement |
3. Approval and Vesting Order
 4. Blackline of the Approval and Vesting Order to Model Approval and Vesting Order
 5. Order (General)
 6. Order Dismissing Lien (Colby, Old Post and Lions Court)
 7. Order Dismissing Lien (Saugeen)

Tab 1

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

**NOTICE OF MOTION
(Returnable July 18, 2022)**

GRANT THORNTON LIMITED (“GTL”), in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”) of all the assets, undertakings and properties of Trigger Wholesale, Inc., The En Cadre Group Inc. (the “**Debtors**”), and certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak will make a motion to a Judge presiding over the Commercial List on Monday, July 18, 2022 at 11:00 a.m. or as soon after that time as the motion can be heard by Judicial Video Conference via Zoom, Toronto, Ontario.

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

THIS MOTION IS FOR:

1. Orders substantially in the form attached at Tab 3, Tab 5, Tab 6 and Tab 7 of the Motion Record:

- (a) abridging the time for service of the Notice of Motion and the Motion Record and validating service so that the motion is properly returnable on July 18, 2022 and dispensing with the requirement for any further service thereof;
- (b) approving the eighth report of the Receiver dated July 11, 2022 (the “**Eighth Report**”) and the activities of the Receiver set out therein;
- (c) approving the Receiver’s interim statement of receipts and disbursements as at June 30, 2022;
- (d) approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale dated June 9, 2022 and an amendment to agreement of purchase and sale dated June 15, 2022 (the “**Sale Agreement**”) between Li-Ling Chien (the “**Purchaser**”) and the Receiver for the purchase and sale of a property located at 250 Lions Court, Waterloo, Ontario (the “**Purchased Property**”) and attached as Confidential Appendix “2” to the Eighth Report and authorizing the Receiver to take such steps and execute such documents as necessary or desirable for the completion of the Transaction;
- (e) vesting in the Purchaser all of Jaimee Lynn Gdak’s right, title and interest in and to the Purchased Property, free and clear of all encumbrances, except for certain permitted encumbrances;
- (f) sealing certain Confidential Appendices to the Eighth Report;
- (g) approving the fees and disbursements of the Receiver for the period April 1, 2022 to June 30, 2022, as set out in the affidavit of Jacob Wiebe, sworn July 11, 2022 (the “**Wiebe Affidavit**”);
- (h) approving the fees and disbursements of Borden Ladner Gervais LLP (“**BLG**”), legal counsel to the Receiver, for the period April 1, 2022 to June 30, 2022, as set out in the affidavit of Christine Mason, sworn July 7, 2022 (the “**Mason**

Affidavit”);

- (i) approving the settlement of certain claims advanced by Ace Lawn Care Inc. (“**Ace**”) under the *Construction Act*, R.S.O. 1990, c. C.30, in respect of the supply of services and/or materials to the properties located at 157 Saugeen Beach Road, Port Elgin, Ontario (the “**Saugeen Property**”), 652 Colby Drive, Waterloo, Ontario (the “**Colby Property**”), 265 Old Post Rd., Waterloo, Ontario (the “**Old Post Property**”) and 250 Lions Court, Waterloo, Ontario (the “**Lions Property**”), in accordance with the terms of a Settlement Agreement dated July 7, 2022 (the “**Settlement Agreement**”) between the Receiver and Ace;
 - (j) approving a distribution to Ace in the amount of \$423,734.46, from the proceeds of the Trigger Real Property (as defined in the Eighth Report), subject to the satisfaction of the terms of the Settlement Agreement; and
 - (k) approving a distribution to Bank of Montreal (“**BMO**”), up to the amount of the secured obligations owing to BMO from the proceeds of sale of the Purchased Property.
2. Such other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

Background

- (a) Clearflow is the lender to and the senior secured creditor of the Debtors, holding security in the assets, undertakings and properties of the Debtors;
- (b) Clearflow demanded payment from the Debtors and delivered a Notice of Intention to Enforce Security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C.1985, c. B-3 (“**BIA**”);
- (c) pursuant to the appointment order of Madam Justice Gilmore dated October 13,

2020 (the “**IR Appointment Order**”), GTL was appointed as the interim receiver over the assets, undertakings and properties of the Debtors, pursuant to subsection 47(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

- (d) pursuant to the appointment order of Mr. Justice McEwen dated October 22, 2020 (the “**Appointment Order**”), GTL was appointed as the Receiver over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak or Jaimee Lynn Gdak, pursuant to subsection 243(1) of the BIA, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

Approval of Activities

- (e) the Receiver has performed a variety of activities in furtherance of its duties and responsibilities under the Appointment Order, as set out in the Eighth Report;
- (f) the Receiver seeks approval of the Eighth Report and the activities of the Receiver, as described therein;

Other

- (g) rules 1.04, 2.03, 3.02, 34 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended;
- (h) section 137(2) of the *Courts of Justice Act*; and
- (i) such further and other grounds as counsel may advise and this Court may permit.

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

- (a) the Receiver’s Eighth Report to the Court dated July 11, 2022;
- (b) the affidavit of Jacob Wiebe, sworn July 11, 2022;

- (c) the affidavit of Christine Mason, sworn July 7, 2022; and
- (d) such further and other material as counsel may advise and this Court may permit.

July 11, 2022

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas LSO No. 43275C

Tel: 416-367-6266
rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its
capacity as Court-appointed Receiver of Trigger
Wholesale, Inc. and The En Cadre Group Inc.

TO: SERVICE LIST

SERVICE LIST
(As of July 11, 2022)

TO: **TORKIN MANES LLP**
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Jeffrey J. Simpson
Tel: 416-777-5413
Fax: 1-888-587-9143
jsimpson@torkinmanes.com

S. Fay Sulley
Tel: 416-777-5419
Fax: 1-888-587-5769
fsulley@torkinmanes.com

Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

TO: **LERNERS LLP**
Barristers and Solicitors
130 Adelaide Street West, Suite 2400
Toronto ON M5H 3P5

Domenico Magisano
Tel: 416-601-4121
Fax: 416-601-4123
dmagisano@lerners.ca

Jason Squire
Tel: 416-867-3076
Fax: 416-867-9192
jsquire@lerners.ca

Lawyers for the Respondents,
Trigger Wholesale, Inc., The En Cadre Group Inc., Mark Gdak and Jaimak Real
Properties Inc.

AND TO: **DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.**
3450 Superior Court, Unit 1
Oakville ON L6L 0C4

E-mail: corporateca@dllgroup.com
AND TO: **FORD CREDIT CANADA COMPANY**
17187 114 Avenue NW
Edmonton AB T5S 2N5

AND TO: **DEPARTMENT OF JUSTICE**
Ontario Regional Office
120 Adelaide Street West, Suite 400
Toronto ON M5H 1T1

Diane Winters
Tel: 647-256-7459
Fax: 416-973-0810
diane.winters@justice.gc.ca

Lawyers for the Canada Revenue Agency
AND TO: **INSOLVENCY UNIT ONTARIO MINISTRY OF FINANCE**
33 King Street West, 6th Floor
Oshawa, ON
L1H 8H5

Leslie Crawford
Tel: 905.433.5657
Leslie.Crawford@ontario.ca

Insolvency Unit
insolvency.unit@ontario.ca

AND TO: **BORDEN LADNER GERVAIS LLP**
Barristers and Solicitors
Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 3400
Toronto ON M5H 4E3

Roger Jaipargas
Tel: 416-367-6266
Fax: 416-367-6749
RJaipargas@blg.com

Lawyers for the Receiver,
Grant Thornton Limited

AND TO: **GRANT THORNTON LIMITED**
200 King Street West, 11th Floor
Toronto ON M5H 3T4
Fax: 416-360-4949

Jonathan Krieger
Tel: 416-360-5055
Jonathan.Krieger@ca.gt.com

Jake Wiebe
Tel: 416-360-3069
Jake.Wiebe@ca.gt.com

Receiver
AND TO: **MELVILLE, KROTZ LAWYERS**
50 Queen Street North, Suite 820
Kitchener ON N2H 6P4

Clarke Melville
Tel: 519-579-8594
Fax: 519-571-1805
cmelville@situslex.com

Lawyers for Brian R. Kelly
AND TO: **CANADIAN TIRE CORPORATION, LIMITED**
2180 Yonge St.
P.O. Box 770, Stn. K
Toronto, ON M4P 2V8
Tel: 416-480-3000
Fax: 416-480-3500

Kathleen Jukes
Tel: 905.735.3131 Ext. 39437
Kathleen.Jukes@cantire.com

AND TO: **HOME HARDWARE STORES LIMITED**
34 Henry St W
St. Jacobs, Ontario
N0B 2N0

Travis Hendry
Tel: 519 664 4655 Ext. 6032
travis.hendry@homehardware.ca

Susan Casserly
Tel.: 519-664-4988
susan.casserly@homehardware.ca

AND TO: **SCOTT PETRIE LLP**
200-252 Pall Mall Street
London, ON N6A 5P6

Benjamin Blay
Tel: 519-433-5310 ext. 223
Fax: 519-433-7909
bblay@scottpetrie.com

Lawyers for Jaimee Lynn Gdak

AND TO: **PHIL SEARLES**
458 McEwen Drive
Kingston, Ontario
K7M 3W5

P_searles@hotmail.com

AND TO: **MIKE NERO**

mike@melero.ca

AND TO: **SORBARA LAW**
31 Union Street East
Waterloo, ON N2J 1B8

Justin Heimpel
Tel: (519) 741-8010 ext. 224
Fax: (519) 576-1184
jheimpel@sorbaralaw.com

Lawyers for Ace Lawn Care Services Inc.

AND TO: **OLDFIELD, GREAVES, D'AGOSTINO, SCRIVEN PROFESSIONAL CORPORATION**
172 King Street South
Waterloo, ON N2J 1P8

Emma McKillop
Tel: 519-576-7200
Email: emckillop@watlaw.com

Lawyers for J.B. Construction Inc.

AND TO: **TC INDUSTRIAL SUPPLY INC.**
154 Otonabee Dr.
Kitchener, ON N2C 1L6

Mark Bartja
Tel: 519-489-2574
Mark@tcindustrialsupply.com

AND TO: **KAI DENG LAW PROFESSIONAL CORPORATION**
Unit 1116, 250 Consumers Road
North York, ON, Canada, M2J 4V6

Kai Deng
Tel: 647-346-8880 ext. 102
Fax: 647-346-8881
kai.deng@hdslawyers.com

Lawyers for Li-Ling Chien

AND TO **BANK OF MONTREAL**
865 Harrington Court
Burlington, ON L7N 3P3

E-Mail Service List:

jsimpson@torkinmanes.com; fsulley@torkinmanes.com; dmagisano@lerner.ca; jsquire@lerner.ca;
corporateca@dllgroup.com; diane.winters@justice.gc.ca; Leslie.Crawford@ontario.ca; insolvency.unit@ontario.ca;
RJaipargas@blg.com; Jonathan.Krieger@ca.gt.com; Jake.Wiebe@ca.gt.com; cmelville@situslex.com;
Kathleen.Jukes@cantire.com; travis.hendry@homehardware.ca; susan.casserly@homehardware.ca;
bblay@scottpetrie.com; P_searles@hotmail.com; mike@melero.ca; jheimpel@sorbaralaw.com; emckillop@watlaw.com;
Mark@tcindustrialsupply.com; kai.deng@hdslawyers.com

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALÉ, INC. et al.

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

NOTICE OF MOTION

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C
Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Tab 2

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

EIGHTH REPORT OF THE RECEIVER

July 11, 2022



200 King Street West
11th Floor
Toronto, Ontario, M5H 3T4

TABLE OF CONTENTS

INTRODUCTION	4
DISCLAIMER.....	8
PURPOSE OF THE EIGHTH REPORT	9
BACKGROUND.....	10
SALE OF 250 LIONS COURT	11
COURT APPROVAL OF THE SALE OF LIONS COURT	14
REAL PROPERTY LIENS AND DISTRIBUTION ISSUES	14
JBC LIENS	15
CONDOMINIUM LIEN	15
ACE LIENS.....	15
APPROVAL OF PROFESSIONAL FEES	16
RECEIPTS AND DISBURESEMENTS OF THE RECEIVERSHIP	17
CONFIDENTIAL APPENDICES	17
SUMMARY AND RECOMMENDATION	18

INDEX OF APPENDICES

Appendix 1	Interim Receivership Order and Endorsement dated October 13, 2020
Appendix 2	Affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson each sworn October 9, 2020 (without appendices)
Appendix 3	First Report of the Interim Receiver dated October 21, 2020 (without appendices)
Appendix 4	Receivership Order dated October 22, 2020
Appendix 5	First Report of the Receiver dated November 20, 2020 (without appendices)
Appendix 6	Baker Road Approval and Vesting Order and Endorsement of the Honourable Madam Justice Dietrich dated December 1, 2020
Appendix 7	Second Report of the Receiver dated February 12, 2021 (without appendices)
Appendix 8	Supplemental Report to the Second Report of the Receiver dated March 16, 2021 (without appendices)
Appendix 9	Inventory Approval and Vesting Order and Endorsement dated March 17, 2021
Appendix 10	Sea Ray Approval and Vesting Order and Endorsement dated March 17, 2021
Appendix 11	Order for Directions and Endorsement dated March 31, 2021
Appendix 12	Endorsement of the Honourable Madam Justice Dietrich dated April 15, 2021
Appendix 13	Reasons for Decision dated May 26, 2021 of the Honourable Madam Justice Dietrich
Appendix 14	Judgment dated May 26, 2021 of the Honourable Madam Justice Dietrich
Appendix 15	Third Report of the Receiver dated May 10, 2021 (without appendices)
Appendix 16	Saugeen Beach Road Approval and Vesting Order dated May 18, 2021
Appendix 17	Fourth Report of the Receiver dated June 4, 2021 (without appendices)
Appendix 18	652 Colby Drive Approval and Vesting Order and Distribution Order dated June 14, 2021
Appendix 19	Fifth Report of the Receiver dated August 12, 2021 (without appendices)
Appendix 20	Old Post Road Approval and Vesting Order and the August 20, 2021 Distribution Order, along with the Endorsement of Justice Conway
Appendix 21	Sixth Report of the Receiver dated November 26, 2021

Appendix 22	December 6, 2021 Distribution Order along with the Endorsement of Justice Cavanagh
Appendix 23	Gdak Judgement - Reasons for Decision from the Ontario Court of Appeal dated February 17, 2022
Appendix 24	Seventh Report of the Receiver dated April 20, 2022
Appendix 25	April 29, 2022 Order along with the Endorsement of Justice McEwen
Appendix 26	Lions Court Sale Agreement (redacted)
Appendix 27	Amendment to the Lions Court Sale Agreement (redacted)
Appendix 28	Ace Settlement Agreement, Ace Consents and draft Orders
Appendix 29	Fee Affidavit of Jacob Wiebe sworn July 11, 2022
Appendix 30	Fee Affidavit of Christine Mason sworn July 7, 2022
Appendix 31	Statement of Receipts and Disbursements as at June 30, 2022
Confidential Appendix 1	Summary of Offers and Appraisal
Confidential Appendix 2	Lions Court Sale Agreement
Confidential Appendix 3	Amendment to the Lions Court Sale Agreement

INTRODUCTION

1. Grant Thornton Limited (“**GTL**”) was appointed as Interim Receiver (the “**Interim Receiver**”) of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”) by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 13, 2020 (the “**Interim Receivership Order**”). Copies of the Interim Receivership Order and the Endorsement of the Honourable Madam Justice Gilmore are attached hereto as **Appendix “1”**.
2. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the Interim Receiver, are contained in the affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson, each sworn October 9, 2020 (the “**Clearflow Affidavits**”) in support of Clearflow Commercial Finance Corp.’s (“**Clearflow**”) application for the appointment of the Interim Receiver. A copy of the Clearflow Affidavits, without appendices, are attached hereto as **Appendix “2”**. Clearflow is the primary secured creditor of the Debtors.
3. The Interim Receiver filed its first report to the Court dated October 21, 2020 (the “**Interim Receiver’s Report**”) in support of Clearflow’s application to convert the Interim Receivership Order, to a national receiver, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). A copy of the Interim Receiver’s Report is attached hereto as **Appendix “3”** without appendices.
4. Pursuant to an order of the Honourable Mr. Justice McEwen dated October 22, 2020, GTL was appointed as the Receiver (the “**Receiver**”) over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak, pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “4”**.

5. The Receiver filed its first report to Court dated November 20, 2020 (the “**First Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 43 Baker Road, Port Elgin, Ontario (“**Baker Road**”). A copy of the First Report is attached hereto as **Appendix “5”** without appendices.
6. On December 1, 2020, the Court issued an order providing the relief requested by the Receiver in the First Report (the “**Baker Road Approval and Vesting Order**”). A copy of the Baker Road Approval and Vesting Order, along with the Endorsement of Justice Dietrich is attached hereto as **Appendix “6”**.
7. The Receiver filed its second report to the Court dated February 12, 2021 (the “**Second Report**”) and a supplemental report to the second report dated March 16, 2021 (the “**Supplemental Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of the Inventory Transaction and the Sea Ray Transaction and requesting directions in respect of the Real Property Assets and Personal Property Assets, all as defined in the Second Report. Copies of the Second Report and the Supplemental Report are attached hereto as **Appendices “7”** and “**8**” respectively, without appendices.
8. On March 17, 2021, the Court issued approval and vesting orders in respect of the Inventory Transaction (the “**Inventory Sale Approval and Vesting Order**”) and the Sea Ray Transaction (the “**Sea Ray Approval and Vesting Order**”). Copies of the Inventory Sale Approval and Vesting Order and the Sea Ray Approval and Vesting Order, along with the Endorsement of Justice Dietrich are attached hereto as **Appendices “9”** and “**10**” respectively.
9. On March 31, 2021, the Court issued an order providing directions to the Receiver in respect of the Personal Property Assets and the Real Property Assets, all as defined in the Second Report (the “**March 31, 2021 Order for Directions**”). A copy of the March 31, 2021 Order for Directions, along with the Endorsement of Justice Dietrich is attached hereto as **Appendix “11”**.
10. Pursuant to an a consent Endorsement dated April 15, 2021, Justice Dietrich ordered the amount of \$3,000 per month, on account of the personal living expenses, shall be paid to each of Mark Gdak (“**Mr. Gdak**”) and Jaimee Lynn Gdak (“**Ms. Gdak**”), from the receivership estate, for a total of \$6,000 on a monthly basis,

retroactive to the date of the Mareva Order, net of amounts already advanced. A copy of the April 15, 2021 Endorsement of Justice Dietrich is attached hereto as **Appendix “12”**.

11. On May 26, 2021, Justice Dietrich released the Reasons for Decision in respect of the motion brought by Clearfow to enforce the guarantees executed by Mr. Gdak and Ms. Gdak in its favour. The Court issued a Judgment on May 26, 2021 (the **“Gdak Judgment”**) declaring that the guarantees executed by each of Mr. Gdak and Ms. Gdak in favour of Clearflow are enforceable. The issue of the quantum of the liability on the guarantees is to be addressed at a case conference at a future date. Ms. Gdak appealed the Judgment to the Court of Appeal for Ontario, which appeal was heard on February 17, 2022, while Mr. Gdak did not take steps to pursue an appeal of the Judgment. Copies of the Reasons for Decision dated May 26, 2021 and the Judgment dated May 26, 2021 are attached hereto as **Appendices “13” and “14”** respectively.
12. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Real Property Assets, all as defined in the Second Report, with the exception of the real property municipally known as 250 Lions Court, Waterloo, Ontario (**“Lions Court”**), are assets of Trigger.
13. The Receiver filed its third report to Court dated May 10, 2021 (the **“Third Report”**) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 157 Saugeen Beach Road, Port Elgin, Ontario (**“Saugeen Beach Road”**) (the **“Saugeen Beach Road Transaction”**). A copy of the Third Report is attached hereto as **Appendix “15”** without appendices.
14. On May 18, 2021, the Court issued an approval and vesting order in respect of the Saugeen Beach Road Transaction (the **“Saugeen Beach Road Approval and Vesting Order”**). A copy of the Saugeen Beach Road Approval and Vesting Order, along with the Endorsement of Justice Hainey is attached hereto as **Appendix “16”**.
15. The Receiver issued its fourth report to Court dated June 4, 2021 (the **“Fourth Report”**) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 652 Colby Drive, Waterloo, Ontario (**“Colby**

Drive”) (the “**Colby Drive Transaction**”). A copy of the Fourth Report is attached hereto as **Appendix “17”** without appendices.

16. On June 14, 2021, the Court issued an approval and vesting order in respect of the Colby Drive Transaction and an order authorizing the Receiver to distribute the proceeds of realization from the Inventory and Accounts Receivable, as defined in the Second Report, (the “**Colby Drive Approval and Vesting Order and Initial Distribution Order**”). Copies of the Colby Drive Approval and Vesting Order and Initial Distribution Order, along with the Endorsement of Justice Cavanagh, are attached hereto as **Appendix “18”**.
17. The Receiver issued its fifth report to Court dated August 12, 2021 (the “**Fifth Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 265 Old Post Road, Waterloo, Ontario (“**Old Post Road**”) (the “**Old Post Road Transaction**”) and authorizing the Receiver to make an interim distribution to Clearflow. A copy of the Fifth Report is attached hereto as **Appendix “19”** without appendices.
18. On August 20, 2021, the Court issued an approval and vesting order in respect of the Old Post Road Transaction and an order authorizing the Receiver to make an interim distribution to Clearflow from the proceeds of realization from the Trigger Real Property, as defined in the Second Report, (the “**Old Post Road Approval and Vesting Order and August 20, 2021 Distribution Order**”). Copies of the Old Post Road Approval and Vesting Order and the August 20, 2021 Distribution Order, along with the Endorsement of Justice Conway, are attached hereto as **Appendix “20”**.
19. The Receiver issued its sixth report to Court dated November 26, 2021 (the “**Sixth Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete a settlement with J.B. Construction Inc. (the “**JBC Settlement**”); to apply the proceeds from the sale of the Personal Property Assets (as defined in the Second Report) against the fees and expenses of the Receiver and its counsel; and, to make an interim distribution to Clearflow from the proceeds of realization from the Trigger Real Property, as defined in the Second Report. A copy of the Sixth Report is attached hereto as **Appendix “21”** without appendices.

20. On December 6, 2021, the Court issued an order authorizing the Receiver to complete the JBC Settlement; apply the proceeds from the sale of the Personal Property Assets against the fees and expenses of the Receiver and its counsel; and, to make an interim distribution to Clearflow from the proceeds of realization from the Trigger Real Property (the “**December 6, 2021 Distribution Order**”). Copies of the December 6, 2021 Distribution Order, along with the Endorsement of Justice Cavanagh, are attached hereto as **Appendix “22”**.
21. Ms. Gdak’s appeal of the Gdak Judgment was heard by the Court of Appeal for Ontario on February 17, 2022. The Appeal was dismissed. A copy of the Reasons from the Court of Appeal for Ontario are attached hereto as **Appendix “23”**.
22. The Receiver issued its seventh report to Court dated April 20, 2022 (the “**Seventh Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to market and list Lions Court for sale. A copy of the Seventh Report is attached hereto as **Appendix “24”** without appendices.
23. On April 29, 2022, the Court issued an order authorizing the Receiver to market and list Lions Court for sale (the “**April 29, 2022 Lions Court Order**”). Copies of the April 29, 2022 Lions Court Order, along with the Endorsement of Justice McEwen, are attached hereto as **Appendix “25”**.
24. In accordance with the Court’s e-service protocol, all materials filed with the Court in this matter are available on the Receiver’s case website at www.GrantThornton.ca/TWI.

DISCLAIMER

25. In preparing this eighth report of the Receiver to Court (the “**Eighth Report**”), the Receiver has reviewed certain unaudited financial information and certain financial information relating to the Debtors. While the Receiver has performed a preliminary review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards (“**GAAS**”), or International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver

expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.

26. This Eighth Report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to grant the relief sought by the Receiver. Accordingly, the reader is cautioned that this Eighth Report may not be appropriate for any other purpose.
27. All references to dollar amounts in this Eighth Report are in Canadian currency, unless otherwise noted.

PURPOSE OF THE EIGHTH REPORT

28. The purpose of this Eighth Report is to advise the Court on the Receiver's activities since the date of the Seventh Report and to provide information to the Court pertaining to the Receiver's request for Orders:
 - a) approving the Eighth Report and the activities of the Receiver described therein;
 - b) approving the sale transaction (the "**Lions Court Transaction**") contemplated by an agreement of purchase and sale dated June 9, 2022 and an amendment to agreement of purchase and sale dated June 15, 2022 (the "**Lions Court Sale Agreement**") between Li-Ling Chien (the "**Lions Court Purchaser**") and the Receiver for the purchase and sale of Lions Court;
 - c) approving the settlement of certain claims advanced by Ace Lawn Care Inc. ("**Ace**") under the *Construction Act*, R.S.O. 1990, c. C.30, in respect of the supply of services and/or materials to Saugeen Beach Road, Colby Drive, Old Post Road and Lions Court, in accordance with the terms of Minutes of Settlement dated July 7, 2022 (the "**Settlement Agreement**") between the Receiver and Ace;
 - d) approving a distribution to Ace in the amount of \$423,734.46 from the proceeds of the Trigger Real Property (as defined in the Eighth Report), subject to the satisfaction of the terms of the Settlement Agreement;
 - e) approving a distribution to Bank of Montreal ("**BMO**"), up to the amount of the secured obligations owing to BMO from the proceeds of sale of the Lions Court Transaction;

- f) approving the Receiver's Interim Statement of Receipts and Disbursements as at June 30, 2022 (the "**SRD**");
- g) approving the fees and disbursements of the Receiver for the period April 1, 2022 to June 30, 2022, as set out in the affidavit of Jacob Wiebe, sworn July 11, 2022;
- h) approving the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver, for the period April 1, 2022 to June 30, 2022, as set out in the affidavit of Christine Mason, sworn July 7, 2022; and
- i) sealing the Confidential Appendices to the Eighth Report until a closing of the Lions Court Transaction.

BACKGROUND

- 29. The Debtors are incorporated in Ontario and were in the business of importing and distributing firearms and ammunition to customers throughout Canada. The Debtors' customers allegedly included Canadian Tire and Home Hardware, as well as many small gun shops, outdoor stores, police forces and the Canadian military. The registered address for the Debtors is 588 Colby Drive, Suite #1, Waterloo, Ontario.
- 30. Clearflow provided accounts receivable ("**AR**") factoring services to Trigger. As described in the Interim Receiver's Report, the First Report and the Second Report, Trigger did not conduct any business with the customers on the AR listings provided to Clearflow for factoring and all the invoices factored by Clearflow were false. While Trigger represented to Clearflow that its AR totalled \$64,074,258 as at October 13, 2020, the actual AR was \$944,073 and none of the real customer invoices were factored by Clearflow.
- 31. In the Second Report, the Receiver described how the Personal Property Assets and the Real Property Assets, all as defined in the Second Report, were all purchased with Trigger funds, which were obtained from Clearflow. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Trigger Real Property are property of Trigger.
- 32. In the Second Report the Receiver requested an Order authorizing the Receiver to market for sale the Real Property (as defined in the Second Report) including Lions

Court which was owned by Ms. Gdak, but which was not purchased with Trigger Funds.

33. Ms. Gdak filed a cross motion seeking to remove Lions Court from the within receivership proceedings.
34. The March 31, 2021 Order for Directions refused Ms. Gdak's request to remove Lions Court from the receivership, however it did not authorize the Receiver to market Lions Court in furtherance of a sale of Lions Court.
35. In the Endorsement of Justice Dietrich dated March 31, 2021, Her Honour reasoned that the decision not to authorize the Receiver to market Lions Court for a possible sale, was due to the issue of Ms. Gdak's liability on her personal guarantee not having been determined, at that time.
36. On May 26, 2021, Justice Dietrich released her Reasons for Decision (the "**Guarantee Decision**"), which found Ms. Gdak liable on her personal guarantee.
37. As previously noted, Ms. Gdak appealed the Guarantee Decision, which appeal was dismissed by the Court of Appeal for Ontario on February 17, 2022. Ms. Gdak has not sought leave to appeal to the Supreme Court of Canada.
38. The April 29, 2022 Lions Court Order authorized the Receiver to market Lions Court for sale.

SALE OF 250 LIONS COURT

39. Mr. and Ms. Gdak (the "**Gdaks**") advised that they would fully cooperate with the Receiver's sale of Lions Court if the Receiver agreed that any sale transaction would not close prior to June 30, 2022 to allow their children to finish the school year before moving. The Receiver agreed with this request.
40. In the Second Report the Receiver advised that it obtained an appraisal of Lions Court which was effective as at December 4, 2020 (the "**Lions Court Appraisal**").
41. Subsequent to the April 29, 2022 Lions Court Order, the Receiver obtained listing proposals from three realtors in Waterloo. The proposed listing prices were much higher than the value in the Lions Court Appraisal.

42. The Receiver thereafter engaged RE/Max Twin City Realty Inc. (“**RE/Max**”) to list Lions Court for sale for \$1,599,900.
43. In order to encourage offers and to effectively canvass the market, RE/Max, together with guidance from the Receiver, took the following steps:
 - a) created a brochure containing key information on Lions Court;
 - b) created a dedicated website, detailing the purchase opportunity, which included, among other things, property information and photographs; and
 - c) posted the listing on MLS, Realtor.ca and other shared advertising websites.
44. The Receiver provided RE/Max with a form of an Agreement of Purchase and Sale that the Receiver recommended interested parties use to submit their offers.
45. The Receiver corresponded with RE/Max on a frequent basis to discuss the sale process, marketing efforts, interested parties and sales strategies.
46. On May 31, 2022 the first offer was received (the “**First Offer**”). RE/Max inquired with all the other parties that attended the property for a viewing and determined that no other offers would be submitted in the near future by these parties. The First Offer was unacceptable to the Receiver and the Receiver therefore did not respond to the offer.
47. On June 1, 2022, another offer was received which was also unacceptable to the Receiver (the “**Second Offer**”). The Receiver did not respond to the Second Offer.
48. RE/Max continued to show the property to interested purchasers and the general feedback was that the asking price was too high. The Receiver therefore cancelled the listing on June 7, 2022 and relisted Lions Court for sale with an asking price of \$1,499,900.
49. On June 8, 2022 a third offer was received which was also unacceptable to the Receiver (the “**Third Offer**”). The Receiver did not respond to the Third Offer.
50. On June 10, 2022 a fourth offer was received. The Receiver believed that the value of this offer was reasonable and asked Clearflow if they were supportive of the Receiver accepting this offer. Clearflow responded that they were supportive, therefore the Receiver entered into negotiations with the Lions Court Purchaser, which culminated in the completion of the Lions Court Sale Agreement. A summary of the offers received and the appraised value of Lions Court are attached as

Confidential Appendix “1”. A copy of the Lions Court Sale Agreement, which is redacted to remove the selling price, is attached hereto as **Appendix “26”**. A full copy of the Lions Court Sale Agreement is attached hereto as **Confidential Appendix “2”**.

51. The Lions Court Sale Agreement was conditional upon the Lions Court Purchaser’s counsel reviewing the Lions Court Sale Agreement. Certain minor revisions were subsequently made which resulted in amendment to the Lions Court Sale Agreement (the “**Amendment to the Lions Court Sale Agreement**”). A copy of the Amendment to the Lions Court Sale Agreement is attached hereto as **Appendix “27”**.
52. The Lions Court Sale Agreement was also conditional upon the Receiver obtaining an Approval and Vesting Order from the Court. Closing of the Lions Court Transaction is scheduled for the later of August 16, 2022 or 10 days following the Court issuing an Approval and Vesting Order, but no later than September 30, 2022.
53. The Receiver understands that Clearflow supports the relief sought with respect to the marketing and subsequent sale of Lions Court.
54. On June 16, 2022 counsel for Ms. Gdak requested that the Receiver permit the Gdaks to remain at Lions Court until closing of the Lions Court Transaction. The Receiver and Ms. Gdak thereafter agreed that the Gdaks could remain at Lions Court until August 9, 2022, on the following conditions:
 - a) The Gdaks agree to pay the mortgage, utilities, insurance, property taxes, property and maintenance costs, including lawns, gardens, pool, hot tub, etc. until and including August 9, 2022.
 - b) The Gdaks agree to pay all costs associated with the pool opening expenses.
 - c) The Gdaks agree to fully cooperate with the Receiver in connection with any requests that the Receiver might make involving the sale of the Lions Court property, including visits to the Lions Court property by the perspective purchaser, as is currently contemplated by the Lions Court Sale Agreement. Further, the Order of Mr. Justice McEwen dated April 29, 2022, provides at paragraph 7 of that Order that Mark and Jaimee Gdak shall cooperate and

facilitate the efforts of the Receiver in connection with the marketing and sale of Lions Court.

55. Counsel for Ms. Gdak has advised the Receiver that the Gdaks have agreed to the above noted terms.

Court Approval of the Sale of Lions Court

56. The Receiver conducted an extensive marketing process including 5 days of “coming soon” advertising and 3 open house events completed by RE/Max which resulted in the Lions Court listing received 379 unique online viewings online, 14 private physical showings and 4 offers.
57. In light of the sale process conducted by the Receiver and the offers that were received for Lions Court, the Receiver is of the opinion that the Lions Court Transaction represents the highest and best price that can be obtained for Lions Court.
58. The Receiver’s sale process was fair and reasonable. The Receiver made sufficient effort to obtain the best price and has not acted improvidently. The Lions Court Transaction is supported by Clearflow.
59. Accordingly, the Receiver respectfully requests that the Court approve the Lions Court Transaction, grant the Approval and Vesting Order and authorize the Receiver to take all steps necessary to complete the Lions Court Transaction.

REAL PROPERTY LIENS

60. In the Fifth Report, the Receiver detailed that there are several liens filed against the Real Property, including against Lions Court. These liens are summarized in the following table.

Property	Registration	Type of Lien	Amount
Saugeen Beach Road	Ace Lawn Care Inc.	Construction	\$ 425,383
Colby Drive	Ace Lawn Care Inc.	Construction	\$ 9,388
Old Post Road	Ace Lawn Care Inc.	Construction	\$ 50,544
Lions Court	Ace Lawn Care Inc.	Construction	\$ 21,228
			<u>\$ 506,543</u>
Colby Drive	J.B. Construction Inc. ("JBC")	Construction	\$ 90,171
Saugeen Beach Road	J.B. Construction Inc.	Construction	\$ 51,701
			<u>\$ 141,872</u>
Old Post Road	Waterloo North Condominium Corporation No. 9	Condominium	\$ 3,467
			<u></u>

JBC Liens

61. It the Sixth Report the Receiver advised that the Receiver and JBC entered into Minutes of Settlement with respect to JBC's liens (the "**JBC Settlement Agreement**"). The JBC Settlement Agreement was approved by the Court in the December 6, 2021 Distribution Order. The Receiver thereafter made payment to JBC in accordance with the JBC Settlement Agreement and arranged for the JBC liens to be discharged.

Condominium Lien

62. The Waterloo North Condominium Corporation No. 9 lien was paid from the proceeds of the sale of Old Post Road, pursuant to the August 20, 2021 Distribution Order and the December 6, 2021 Distribution Order.

Ace Liens

63. The Receiver reviewed the supporting documentation provided by Ace in support of its liens totalling \$506,543. The Receiver and Ace have entered into the Settlement Agreement with respect to all of Ace's liens, wherein the Receiver has agreed to pay \$423,734.46, in full and final settlement of the Ace liens. Ace has also signed Consents to Orders discharging all liens and dismissing their lien actions (the "**Ace Consents**"). The Settlement Agreement is subject to Court approval. Copies of the Settlement Agreement and the Ace Consents, together with the draft Orders, are attached hereto as **Appendix "28"**.

DISTRIBUTION TO BANK OF MONTREAL

64. BMO holds a first mortgage that is registered on title to Lions Court (the “**BMO Security**”). BLG conducted a review of the BMO Security to confirm whether it was properly perfected and enforceable as against a trustee in bankruptcy.
65. BLG has issued a security opinion in respect of BMO’s Security in Lions Court, which states that, subject to the customary caveats and qualifications, BMO’s Security is valid and enforceable.
66. Based on certain enquiries with BMO, the Receiver understands that the amount owing to BMO as at June 15, 2022 was \$189,536.93, plus per diem interest of \$9.66. Accordingly, the Receiver is seeking the Court’s approval to make a distribution from the proceeds of the Lions Court Transaction, to BMO, in the amount of \$189,536.93, plus per diem interest of \$9.66, up to the date of payment to BMO (the “**BMO Secured Indebtedness**”).

APPROVAL OF PROFESSIONAL FEES

67. In the Sixth Report, the Receiver advised that it understands that Lerner’s LLP (“**Lerner’s**”), counsel for Mark Gdak, and the Debtors, has been able to access certain insurance coverage to pay their legal fees and disbursements throughout the receivership proceedings. Lerner’s also advised that the insurer does not pay an amount equivalent to the standard rates of Lerner’s. Accordingly, Lerner’s has advised the Receiver that it may seek an Order directing the Receiver to pay to Lerner’s the difference between the hourly rates paid by the insurer and the Lerner’s standard hourly rates. Lerner’s advises the Receiver that this differential is in the range of between \$130,000 to \$200,000. As of the date of this Eighth Report, Lerner’s has not brought a motion seeking this relief from the Court.
68. The Receiver and its counsel have maintained detailed records of their professional fees and disbursements.
69. Pursuant to paragraph 27 of the Receivership Order, the Receiver and its counsel shall be paid their reasonable fees and disbursements and a charge (the “**Receiver’s Charge**”) was granted on the Property (as defined in the Receivership Order), as security for such fees and disbursements.

70. The total fees and disbursements of the Receiver from April 1, 2022 to June 30, 2022 amount to \$55,785.02 inclusive of disbursements and HST and are more particularly described in the affidavit of Jacob Wiebe sworn July 11, 2022, a copy of which is attached hereto as **Appendix “29”**.
71. The total fees and disbursements of the Receiver’s counsel, BLG, from April 1, 2022 to June 30, 2022 amount to \$54,121.02 inclusive of disbursements and HST and are more particularly described in the affidavit of Christine Mason sworn July 7, 2022, a copy of which is attached hereto as **Appendix “30”**.
72. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

RECEIPTS AND DISBURESEMENTS OF THE RECEIVERSHIP

73. The SRD, including the proposed distributions, is attached hereto as **Appendix “31”**.

CONFIDENTIAL APPENDICES

74. The Receiver believes that Confidential Appendices “1”, “2” and “3” should remain sealed until the Lions Court Transaction has closed, as the information contained therein is commercially sensitive and could prejudice the Lions Court Transaction. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver, which may impact the price that interested purchasers are willing to offer, should the Lions Court Transaction not close.
75. The Receiver does not believe that any party will suffer any prejudice if the information in Confidential Appendices “1”, “2” and “3” are sealed in this manner.

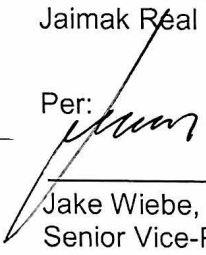
SUMMARY AND RECOMMENDATION

76. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the relief sought, as detailed in paragraph 28 of this Eighth Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

In its capacity as Court Appointed Interim Receiver and Receiver of Trigger Wholesale, Inc. The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. and Jaimee Gdak

Per: 

Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix 1

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

JUSTICE GILMORE

)
)
)

TUESDAY, THE 13th DAY OF
OCTOBER, 2020



CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Section 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule 40.01 of the *Rules of Civil Procedure*

ORDER

(Appointment of Interim Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Grant Thornton Limited as interim receiver (in such capacity the "Interim Receiver") without security, of all of the assets, undertakings and properties of Trigger Wholesale, Inc. and The En Cadre Group Inc. was heard, without-notice, this day via videoconference at Toronto, Ontario due to the COVID-19 pandemic.

ON READING the Affidavits of Martin Rees (the "**Rees Affidavit**"), Sandy Kanichis and Glenn Petersen, each sworn October 9, 2020 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, counsel for the proposed Interim Receiver and on reading the consent of Grant Thornton Limited to act as the Interim Receiver.

SERVICE

1. **THIS COURT ORDERS** that service of the Notice of Application and the Application Record is hereby dispensed with and that this Application is properly returnable today.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 47(1) of the BIA and section 101 of the CJA, Grant Thornton Limited is hereby appointed Interim Receiver, without security, of all of the assets, undertakings and properties (the "**Property**") of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**"), until November 12, 2020.

3. **THIS COURT ORDERS** that the balance of this Application be adjourned to a date to be set in conjunction with the Commercial List Office.

RECEIVER'S POWERS

4. **THIS COURT ORDERS** that the Interim 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 Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim 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, and protect the Property, or any part or parts thereof, including, but not limited to 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 Debtors, 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 of the business, or cease to perform any contracts of the Debtors;
- (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 Interim Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (f) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (g) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (h) to register a copy of this Order and any other Orders in respect of the Property against title to any real property that forms part of the Property;
- (i) 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 Debtors; and

- (j) 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 Interim 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, including, but not limited to, the following members of the management team of Trigger: Mark Gdak, Jaimee Gdak, Philip Searles, Mike Nero and Brian Kelly, 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 Interim 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 Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Interim 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 Debtors, or to the issues raised in the Application Record of the Applicant, 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 Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim 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 Interim

Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, including all such Records that are stored "in the cloud", all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim 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 Interim 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 Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

PRESERVATION OF EVIDENCE

8. **THIS COURT ORDERS** that, without limiting the generality of the foregoing, no Person shall delete, spoil, erase or in any way alter any Records in their possession, care or control, which Records shall be preserved by any such Person in their native format without alteration.

RESTRICTION OF TRANSFERS, ALIENATION OR ENCUMBRANCE OF ASSETS

9. **THIS COURT ORDERS** that pending the return of the within Application, the Respondents Mark Gdak, Jaimee Gdak and Jaimak Real Properties Inc. shall not transfer, alienate, deplete or encumber any of their real or personal property with a value over \$5,000 in any one transaction and \$20,000 in the aggregate of all such transactions, except for the purpose of providing retainers to legal counsel.

10. **THIS COURT ORDERS** that any and all financial institutions, including banks, credit unions or any party holding assets of Mark Gdak, Jaimee Gdak and Jaimak Real Properties Inc. (the "Banks") forthwith prevent any removal or transfer of monies or assets of the Defendant held in any account or on credit on behalf of the Defendant, with the Banks, except as in accordance with this Order, until further Order of the Court

11. **THIS COURT ORDERS** that the Banks forthwith disclose and deliver up to the Interim Receiver or to the Applicant as may be the case any and all records held by the Banks concerning the Defendant's assets and accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held on behalf of the Defendant by the Banks.

NO PROCEEDINGS AGAINST THE RECEIVER

12. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

13. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Interim Receiver or the Debtors to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the Debtors from compliance with statutory or regulatory provisions relating to

health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

15. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Interim Receiver or leave of this Court.

CONTINUATION OF SERVICES

16. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Interim Receiver shall be entitled to the continued use of the Debtors' 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 Interim Receiver in accordance with normal payment practices of the Debtors 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.

INTERIM RECEIVER TO HOLD FUNDS

17. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Interim Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Interim 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 Interim Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

18. **THIS COURT ORDERS** that all employees of the any of the Debtors of 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 Interim 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 Interim Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

20. **THIS COURT ORDERS** that nothing herein contained shall require the Interim Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release

or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

21. **THIS COURT ORDERS** that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER'S ACCOUNTS

22. **THIS COURT ORDERS** that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the "Interim Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Interim 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, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

24. **THIS COURT ORDERS** that prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL www.grantthornton.ca/twi.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Interim Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next

business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. **THIS COURT ORDERS** that a copy of this Order, once issued and entered by the Court, shall be served forthwith by the Applicant, upon the Respondents, together with the Application Record herein, as well as the Demands and NITES as defined in the Rees Affidavit.

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

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Debtors.

30. **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 Interim 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 Interim Receiver and its agents in carrying out the terms of this Order.

31. **THIS COURT ORDERS** that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Interim 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.

32. **THIS COURT ORDERS** that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis.

to be paid by the Interim Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Interim 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.

C. J. J.

34656.0004/17575040_1

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

OCT 16 2020

PER / PAR: *Q*

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and-

TRIGGER WHOLESALE, INC. et al.
Respondents

Court File No. CV-20-00649154-00CL

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

**PROCEEDING COMMENCED AT
TORONTO**

**ORDER
(Appointing Interim Receiver)**

TORKIN MANES LLP

Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Jeffrey J. Simpson (39663M)
jsimpson@torkinmanes.com
Tel: 416-777-5413
Fax: 1-888-587-9143

Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

Counsel: See my endorsement below.

Endorsement of Gilmore, J.

The Applicant seeks appointment of an interim receiver on this *ex-parte* motion pursuant to s.47(1) of the *Bankruptcy and Insolvency Act* (“BIA”). The Receivership Order is intended to cover the assets of the Respondents Trigger Wholesale Inc. (“Trigger”) and The En Cadre Group (“En Cadre”).

Clearflow provides financing to medium-sized businesses typically through factoring of accounts receivable. The total credit facility owed by Trigger to Clearflow as of October 6, 2020 was \$48,625,279.75. Trigger is in the business of importing and distributing firearms and ammunition in Canada. Its customers include the military, Home Hardware and Canadian Tire.

The Respondents Jamiee and Mark Gdak are directors of Trigger and both are actively involved in the business.

The fraud perpetrated on Clearflow as outlined in the affidavits in support of this Application is significant and includes allegations of hundreds of falsified invoices as evidence of accounts receivable that did not exist, falsified purchase orders, a forged transfer of real property owned by Mark Gdak on behalf of En Cadre, fake email addresses of executives at Canadian and Home Hardware, verbal and email impersonations of executives employed by Canadian Tire and Home Hardware, and forged cheques made to look like payments by Canadian Tire and Home Hardware to Trigger for the alleged purchase of firearms.

Clearflow is necessarily concerned that it has advanced tens of millions of dollars to Trigger based on misrepresentations and falsified documentation. It is also concerned with a massive increase in 90 day accounts receivable and Trigger’s resistance to providing agreed upon financial information upon request.

I am satisfied pursuant to the principles set out in *2092280 Ontario Inc v. Voralto Group Inc.*, 2018 ONSC 2305 (CanLII) that where a strong *prima facie* case of fraud has been made out, “the law’s reluctance to allow prejudgment execution must yield to the more important goal of ensuring that the civil justice system provides a just and enforceable remedy against such serious conduct.” (para 28). There is substantial evidence of a significant fraud in this case that goes beyond simple manipulation but includes fake emails, documents and pre-meditated actions on the part of the Respondents to induce further advances from the Applicant.

In terms of irreparable harm I find that there is an extreme risk of the destruction of documents if the Respondents are given notice of this proceeding which may impede their ability to collect on real invoices.

With respect to the balance of convenience, the interim receivership is only for a period of 30 days and a comeback date will be set for October 23, 2020. There is also provision for Jamie and Mark Gdak to access funds for personal use.

I am also satisfied that the appointment of an interim receiver is necessary to protect the debtor's estate, enforce rights between the parties, and protect assets in the face of a serious apprehension about the safety of the assets.

Given all of the above, I make the following Orders:

1. The Order attached hereto is immediately in effect.
2. The Applicant to forthwith serve all material on the Respondents.
3. **The matter to return for a comeback hearing before any judge on October 23, 2020 at 9:30 a.m. or such other time on that date that the Trial Coordinator may set.**

C. Gilmore, J.

October 13, 2020

Appendix 2

Court File No. CV-20-00649154-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule 40.01
of the *Rules of Civil Procedure*

AFFIDAVIT OF MARTIN NICHOLAS REES

I, Martin Nicholas Rees, of the City of Port Colborne, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am a shareholder and employee of the Applicant (“**Clearflow**”) in this proceeding, and as such, have knowledge of the following matters, either through my direct knowledge or by informing myself in respect thereof, in which case I indicate the source of my information and belief.

INTRODUCTION

The Parties

2. Clearflow is a federally-incorporated Canadian company that has been in business for the past five years of providing financing to medium-sized businesses in Ontario, typically through factoring of accounts receivable, although as will be seen below, Clearflow occasionally extends other types of credit facilities to its customers in addition to factoring of accounts receivable.

3. The Respondent Trigger Wholesale, Inc. (“**Trigger**”) is one of Clearflow’s customers pursuant to three separate credit facilities, summarized in the Affidavit of Sandy Kanichis filed in support of this Application. The total amount owed by Trigger in favour of Clearflow was, as of October 6, 2020, \$48,625,279.75.¹

4. The Respondents The En Cadre Group Inc. (“**En Cadre**”) Mark Gdak (“**Gdak**”) and Jaimee Gdak (“**Jaimee**”) have each executed continuing and unlimited guarantees of the indebtedness of Trigger in favour of Clearflow. Clearflow holds security against all of the personal property and assets of Trigger and En Cadre in the form of separate General Security Agreements over each company.

Attached hereto as Exhibit “A” are true copies of the guarantees referred to above

Attached hereto as Exhibit “B” are true copies of the General Security Agreements in favour of Clearflow executed by Trigger and En Cadre

¹ The total amount of indebtedness shown on the Demands for Repayment to be served by Clearflow does not include additional amounts due and owing to Clearflow pursuant to the Royalty Agreement, defined below, as a result of the termination of Clearflow’s credit facilities with Trigger.

**Attached hereto as Exhibit “C” are copies of an Ontario
Personal Property Security Act searches on Trigger and En
Cadre**

5. Trigger is an Ontario-incorporated company that is allegedly in the business of importing and distributing firearms, particularly shotguns, and associated ammunition to customers throughout Canada. Trigger did also sell certain other weapons until banned by recent federal legislation. Trigger’s customers allegedly include small gun shops, the military, police forces and large retailers, specifically, Canadian Tire and Home Hardware. I attach as an Exhibit hereto a copy of the Home page of Trigger’s website, which will provide the Court with additional details regarding the business and operations of Trigger.

**Attached hereto as Exhibit “D” is a copy of the Home Page
from Trigger’s website**

6. Trigger and/or En Cadre’s assets consist of:
- (a) accounts receivable due and owing from customers of Trigger;
 - (b) firearms and ammunition inventory owned by Trigger allegedly stored in a secured and licensed facility in Waterloo, Ontario;
 - (c) an alleged interest in real property located in Waterloo, Ontario, purportedly owned by the Respondent En Cadre, with a purported value of \$48 million, pursuant to an as-of-yet uncompleted, executed Agreement of Purchase and Sale provided to Clearflow by Trigger as evidence of the asset owned by the Respondents; and
 - (d) miscellaneous assets including office equipment and computers, a large and sophisticated 3D printer, goodwill, and customer lists.

7. The Respondents Jaimee and Jaimak Real Properties Inc. (“**Jaimak**”) own certain real property located in Waterloo Ontario, and in Huron County, Ontario that I believe may have been acquired with the proceeds of the fraudulent activity perpetrated by the Gdaks. There is good reason to believe that title to these properties has been placed in the names of Jaimee or Jaimak in an effort to shield assets from the reach of Clearflow and other creditors in the event that the fraudulent scheme was discovered.

8. The directors and officers of Trigger include both Gdak and his spouse Jaimee. Jaimee has been actively involved in Trigger’s business and has served in a senior accounts receivable collection capacity. I believe that, as a result of her position with Trigger and her involvement with the day-to-day affairs of Trigger, Jaimee was at all material times aware of and participated in the fraudulent action described below. Jamiee is the sole officer and director of Jaimak Real Properties Inc..

Attached hereto as Exhibit “E” is a true copy of a Corporation Profile Report in respect of Trigger

Attached hereto as Exhibit “F” is a true copy of a Corporation Profile Report in respect of En Cadre

Attached hereto as Exhibit “G” is a true copy of a Corporation Profile Report in respect of Jaimak Real Properties Inc.

9. Although I hold no formal title in this regard, I am essentially the “account manager” and main contact person at Clearflow in respect of the Trigger account. I have over 35 years of experience in the banking and lending industries in Canada and in the United Kingdom. I have been a partner at Clearflow since it was incorporated in 2014.

Nature of this Proceeding and Allegations of Fraudulent Activity

10. This Application has become necessary as a result of:
- (a) the occurrence of certain events of default on the part of Trigger pursuant to the relevant credit facilities between Clearflow and Trigger. Copies of the Demand Letters (the “**Demands**”) and the Notice of Intention to Enforce Security (the “**NITES**”) that are about to be sent to Trigger and its guarantors are attached hereto as Exhibits. The Demands and NITES indicate to the Court the nature of the events of default on the part of Trigger that give rise to the Demands, as well as the total indebtedness owed by Trigger in favour of Clearflow, which as stated above, is nearly \$50 million; and
 - (b) a long-standing, organized pattern of fraud on the part of Trigger and Gdak that has come to the attention of Clearflow very recently, based on multiple instances of clear and convincing evidence from different and independent sources. Clearflow is not aware of the extent of its losses resulting from this fraud, except that it is in the millions and possibly tens of millions of dollars. The fraud consists of knowingly-false misrepresentations made by Gdak and Trigger to Clearflow, assisted by Jaimee, backed up by falsified invoices, a forged transfer of real property, fake email addresses, a falsified Real Property Agreement of Purchase and Sale, impersonations of executives employed by Canadian Tire and Home Hardware stores, and phony cheques. I believe that the evidence supports the conclusion that Gdak personally has orchestrated the fraud in an effort to induce Clearflow to advance millions of dollars to Trigger, which it has done in good faith

reliance on the truthfulness of the representations made, and documentation supplied, by Gdak.

Attached as Exhibit “H” are true copies of the Demands and NITES that are about to be sent by Clearflow

11. As a result of the events of default summarized in the Demands, Clearflow is hereby applying, in this Application, for the appointment of a Court-Appointed Receiver over the assets and undertaking of Trigger and En Cadre.

12. The recently-discovered evidence of a massive fraud, however, makes the normal receivership procedure inappropriate in this case. Given the previous conduct of the Respondents summarized herein and in the other Affidavit sworn in support of this Application, I believe that it is not only possible, but likely, that the Gdaks will destroy or alter evidence, remove assets from the jurisdiction and conceal the existence of assets during the 10-day period after service of the Demands and NITES. Presumably Trigger will wish to respond to this Application for the appointment of a Receiver, which could result in a delay significantly longer than the statutorily-required ten days between service of the Demands and NITES and the hearing of the Application.

13. Clearflow is of the view that its security position will significantly erode if the Gdaks are permitted to remain in control of the assets, premises, inventory, books and records, computers and other property of Trigger, En Cadre, Jaimak or owned personally, during that period.

14. Any indication that Clearflow is about to enforce its security or seek the appointment of a receiver will likely result in the spoliation of evidence, and concealment of assets by Gdak.

15. Accordingly, in addition to the usual receivership Order appointing Grant Thornton as receiver over the assets of the Respondents, Clearflow is also applying to the Court for an interim Order, without notice to the Respondents, appointing Grant Thornton as Interim Receiver over Trigger, En Cadre and Gdak personally, with immediate effect. The purpose of the requested interim receivership is to preserve evidence and assets pending a full hearing, on notice to the affected parties, with respect to the appointment of a receiver over the asset of these three parties, on the usual terms. I believe that the Interim Receivership is necessary in order to protect the interests of Clearflow and preserve the estate of the Respondents.

16. Clearflow's plan is to arrange for the Receiver, without advance notice to Gdak or Trigger, to attend at all the Trigger business premises and the Gdak's personal residence, immediately after the issuance of the requested interim receivership Order, for the purpose of taking control of such assets, books and records, bank accounts, computers, and other property that the Interim Receiver may deem necessary.

17. The Demands and NITES will be served on Trigger and the guarantors at that time, and will not be served in advance so as not to tip off Gdak that Clearflow is aware of his fraudulent activities and is taking action as a result.

18. The overall purpose of the requested receivership herein is for the Receiver to undertake an investigation into the fraud committed by Gdak and Trigger with a view to determining the actual financial position of Clearflow and other stakeholders, if any, with respect to Trigger and to realize on the assets of Trigger and the other Respondents for the purpose of recovering the debt owed to Clearflow.

19. Jaimee, Gdak and En Cadre each executed separate continuing and unlimited guarantees of the indebtedness of Trigger in favour of Clearflow, and accordingly Clearflow is requesting judgment against those parties in this proceeding in connection with those guarantees.

BACKGROUND

20. In 2014, I was introduced to Gdak by a common contact person who was familiar with Trigger's business potential. Gdak subsequently discussed with me the possibility of Clearflow extending credit facilities to Trigger, partly to retire prior indebtedness of Trigger in favour of another lender.

21. I took the lead in conducting due diligence in respect of Trigger on behalf of Clearflow. I learned that Gdak had commenced the business as a sole proprietorship in 2012 and incorporated 2014. I also learned that it typically takes a 2-year period to acquire and establish the necessary licenses, distribution agreements and delivery channels before one can commence business as a firearms distributor in Canada.

22. I also learned that the firearms distribution business in Canada is heavily regulated, as one might expect. Below is a summary of the regulatory measures in place:

- (a) DFAIT (Department of Foreign Affairs & International Trade) verify every transaction;
- (b) DFAIT issues IIC's (International Import Certificate) which are required to import firearms into Canada;
- (c) DFAIT works with the RCMP to ensure that all licensees, including Trigger, hold appropriate Licenses
- (d) All firearms are registered and approved on the FRT (Firearms Reference Table), a table of approved firearms for importation;
- (e) Each model of firearm is assigned unique FRT reference number;

- (f) Trigger lists the FRT numbers on all TWI Import permits;
- (g) CBSA (Canadian Border Services Agency) requires advance notice of all shipments of firearms;
- (h) Any Distributor needs to hold a BFL (Business Firearms License) issued by Chief Firearms Office (CFO) and BFL's are managed and supervised by RCMP
- (i) Each firearm (unit with corresponding serial number) is inputted into the online RCMP firearms control systems a Trigger's facility upon arrival
- (j) All transfers to Trigger's customers are required to be completed through RCMP online systems; and
- (k) Trigger is required to keep records for 7 years.

23. Given the specialized and heavily-regulated nature of this business, Clearflow was attracted to Trigger on the basis that the barriers to entry in this industry are considerable, and Trigger had spent the time and money to gain the required licenses, approvals relationships and experience necessary to rapidly become a profitable company with positive long term prospects. A committee consisting of all partners of Clearflow decided to put forward an offer of financing to Trigger.

24. These credit facilities were summarized in an Offer letter dated April 5, 2015 (the "**Offer Letter**") and are set out in more detail in the Affidavit of Sandy Kanichis filed in support of this Application.

GROWTH IN TRIGGER'S BUSINESS

25. For the initial 12 months of the relationship between Trigger and Clearflow, Trigger's sales remained relatively flat. Over the next four years, however, Trigger's business appeared to take off. Sales started expanding at a rapid rate.

26. As a result of this phenomenal growth, the amount of AR factored by Clearflow increased exponentially. Although some customers appeared to be late in paying, prior to fall, 2020, Clearflow did not encounter major difficulties in collecting accounts receivable.

27. Contrary to usual practice in the factoring industry and contrary to the provisions of the MPSA, at the request of Gdak, Trigger handled its own cash, including receipt of cheques from its customers, and made payment to Clearflow as required. Typically, Clearflow would control those cheques, which would be sent by customers directly to Clearflow. In addition, Trigger was perennially late in making its required financial reporting and Gdak always seemed to have an excuse as to why he could not provide required information and documentation to verify the accounts receivable. We believed that there were legitimate reasons for all of these unusual items, including the rapid growth of Trigger's business and a lack of experienced management..

28. Clearflow maintains industry-standard account verification measures to ensure that the accounts receivable that it is purchasing are true and accurate. This process involves periodic field audits conducted by an independent field auditor. I also personally visited the Trigger firearms warehouse in Waterloo and I can verify that there existed a real warehouse, with real firearms, and that a small number of employees, including the sons of Trigger's legal counsel, Brian Kelly, worked in the business. I kept in close contact with Gdak through this period, and I can verify that I persisted in requesting that he provide all required back up to Clearflow as part of its usual verification procedures. I attended firearms trade shows with Gdak (always at the expense of Clearflow, not Trigger) in Canada and in the US and can confirm that he appeared to be a well-known player in the firearms importation and distribution business.

ANOMALIES DISCOVERED IN FIELD AUDIT

29. Gdak was never particularly preoccupied with providing financial reporting to Clearflow in a timely manner and by 2020 this was starting to become a problem for Clearflow. Clearflow's field auditor, Steven Adler reported certain anomalies in Trigger's financial reporting to Clearflow, particularly an inability to provide verification of information provided to Clearflow. As just one example among many, Gdak was asked to produce the vendor number for Home Hardware, which he never did produce to Mr. Adler. This number would normally appear on every Home Hardware purchase order and would be easy for Gdak to obtain. Mr. Adler later advised us that, in fact, Trigger had "failed" the field audit, meaning Trigger had failed to supply sufficient evidence to Clearflow to support the existence of the accounts receivable against which Clearflow had lent Trigger tens of millions of dollars.

PHONY EMAIL ADDRESSES AND IMPERSONATIONS OF EXECUTIVE OF CANADIAN TIRE AND HOME HARDWARE

30. By early 2020, the amount of over 90-day accounts receivable owed by Canadian Tire and Home Hardware had increased dramatically. Accounts outstanding after 90 days are a source of great concern to Clearflow (or to any factoring lender) and Gdak was unable to provide satisfactory responses to the question of why the over – 90 AR had suddenly spiked. Pursuant to the MPSA, over-90 day AR is considered "ineligible" for factoring and Clearflow is permitted to require Trigger to re-purchase this AR from Clearflow, with the purchase price payable immediately.

31. As a result, we sought direct contact with representatives of Canadian Tire and Home Hardware in order to confirm the total amounts owing by these alleged Trigger customers and to ascertain the reason for the bulge in over-90 day AR.

32. In July, 2020, Gdak provided Clearflow with the names of two senior managers: Matthew Maguire of Canadian Tire and Cathy Shulist of Home Hardware, whom I understand to be actual senior executives of these companies. We have no basis to suspect that either of these individuals is involved in the fraudulent scheme perpetrated by Gdak.

33. Unfortunately, the email address for Mr. Maguire and Ms. Shulist by Gdak are phony. The email address provided for Mr. Maguire is matt.mcquire@cdntops.com. This is neither the correct spelling of Mr. Maguire's name nor is this actually a Canadian Tire email address. Canadian Tire's email addresses use the URL @canadiantire.com. The email address provided for Ms. Shulist is c.shulist@hhdist.ca. This is not a Home Hardware email address. Home Hardware's email addresses use the URL @homehardware.ca.

34. Mr. Adler has advised me and I verily believe that inquiries of the Canadian Internet Registration Authority (CIRA) indicate that "cdntops.ca" was created on July 12, 2020 with an expiry date of 8/12/21 and "hhdist.ca" was created on July 13, 2020 with an expiry date of 8/13/21. Both Registrant names are "Redacted for privacy purposes".

35. We duly engaged in email contact with the individuals in control of the "Cdntops" and "HHDist" email addresses, as well as conference calls, with individuals who purported to be Mr. Maguire and Ms. Shulist. I attach hereto two emails sent from these phony email addresses that purport to allay Clearflow's concerns over Trigger's escalating over-90 day AR. These two supposedly completely-separate emails sent by different individuals with no ostensible relationship to each other are remarkably similar in their structure and wording used, right down to the numbering of the points made by each of the alleged senders. Clearly, the senders of these emails were neither of Mr. Maguire nor Ms. Shulist and whomever did write and send these emails

is impersonating these individuals. We believe that the retailers involved may be very interested in this information.

Attached hereto as Exhibit "I" are the two emails described above from the phone email addresses

DISCOVERY OF THE FAKE INVOICES

36. By September, 2020, the amount of over 90 day AR owed to Trigger by its customers had escalated sharply to a total of \$21,644,485.76. Corresponding deposits from customers had shrunk dramatically.

37. As a result, we asked Mr. Adler to contact a statistically-significant sample of Canadian Tire stores taken from across Canada and to ask the simple question: do you carry firearms, and if so, do you have in stock or carry certain models of firearms (being the models of firearms allegedly sold by Trigger to these particular stores)? Each store that was contacted had, according to invoices provided to Clearflow by Trigger, ordered significant volumes of firearms in the preceding month (typically with a value of over \$20,000 and often much more in the preceding month).

38. Mr. Adler contacted 40 stores which had collectively ordered, according to the invoices provided by Trigger, \$1,347,246 worth of firearms from Trigger in the previous month. 28 of those stores, representing \$939,321 of the total value of firearms alleged to have been ordered by Canadian Tire in the preceding month, do not sell firearms at all.

39. Twelve stores confirmed that they do carry firearms, but none carry the makes of firearms indicated in the invoices, namely, The Hunt Group or Balikili shotguns. Although they do carry shotgun ammunition, in many cases the representative of the particular store gave a consistent

response: this type of firearm and ammunition are too “tactical” (to use the word that Mr. Adler advises was used by at least one representative of one particular Canadian Tire store), and are not consistent with Canadian Tire’s corporate image. Mr. Adler was told that only ammunition commonly know to be used by recreational hunters in Canada is carried by any Canadian Tire stores.

**Attached hereto as Exhibit “J” is a copy of a summary of
Mr. Adler’s report dated October 7, 2020**

40. Mr. Adler has also advised me and I verily believe that as part of his investigation, which focused mainly on Canadian Tire and Home Hardware, he contacted one small firearms shop located in Thunder Bay, Ontario. The proprietor of this store told Mr. Adler that although he had ordered products from Trigger in the past, he had not ordered any product from Trigger in a considerable period of time. Trigger had provided Clearflow with an invoice showing that this particular small store had ordered a number of shotguns and ammunition within the past month. The proprietor of this shop indicated to Mr. Adler that this was simply impossible. He had not ordered nor been invoiced for those products.

41. Mr. Adler has terminated his engagement with Clearflow, and an Affidavit is not available from him on an immediate basis. He is aware very specifically of Clearflow’s intention to bring this proceeding and has been advised that Clearflow will be including the results of his investigations in the evidence before the Court. My personal belief is that at least part of the reason Mr. Adler is unwilling to proceed further with investigations into Trigger’s affairs may be his concern for his own personal safety. The fact is that Clearflow’s records indicate that \$306,357,777.75 has been deposited into Trigger’s bank account since 2015. The evidence seems to suggest that a large portion of these funds may not have originated with customers of Trigger. If

indeed I am correct in assessing Mr. Adler's fears, those fears may not be overly-dramatic given all of the circumstances. It should be noted by the Court that Gdak is a firearms enthusiast who personally owns a number of firearms and is, or was at one time, one of the few non-peace officers in Canada to hold a license to carry a concealed firearm.

THE FICTITIOUS REAL ESTATE TRANSACTION AND THE FORGED TRANSFER OF REAL PROPERTY

42. In or about the first week of September, 2020, Clearflow requested yet again that Trigger catch up on providing required financial disclosures, and that Gdak advise how Trigger proposed to retire at least a portion of Clearflow's indebtedness,

43. In response, Gdak forged documents to make it appear that En Cadre owned real estate located in Waterloo, with a substantial value, that it was in the process of selling.

44. Specifically, Gdak advised me that Trigger owned a large parcel of land located in Waterloo that had received a special designation from the RCMP that permitted the storage of firearms, which Gdak claimed added enormously to its value. The alleged municipal address of the property was 1343 Martin Grove Rd., Township Road 43, consisting of some 90.0003 acres of land (the "**Martin Grove Property**").

45. Mr. Gdak advised that En Cadre held title to the Martin Grove Property and was in the process of selling same to two purchasers. Gdak provided me with a copy of the Transfer allegedly registered in the Waterloo Land Titles Office confirming that he personally was the owner of the Martin Grove Property in trust for En Cadre.

Attached hereto as Exhibit "K" is a copy of the forged Transfer referenced above

46. Gdak also provided me with an alleged Amended Agreement of Purchase and Sale in respect of the Martin Grove Property. The purchase price was shown as \$48 million and the transaction was set to close at the end of September, 2020 (later extended to the end of November, 2020). The purchasers are shown as Abina Holdings Inc and Paul Dietrich Developments Inc.

Attached hereto as Exhibit "L" is a copy of the Agreement of Purchase and Sale referenced above

47. Gdak advised me that the sale of the Martin Grove Property his was to be the source of repayment of the \$5.6 million in non-factoring loans outstanding from Trigger in favour of Clearflow. He also advised that Trigger owed a significant amount, in excess of \$15 million in taxes to CRA, which also needed to be paid from the proceeds of the sale. Gdak indicated that he was prepared to execute a direction to the purchasers such that the non-factoring debt owed to Clearflow would be paid in full from the proceeds of the sale.

48. In fact, we went to the trouble of having our real estate financing counsel at Torkin Manes, Jeffrey Alpert, prepare the directions for signature and send them to counsel acting for En Cadre in connection with the sale of the Martin Grove Property. The directions have never been signed, nor would they be of any use in any event since the entire transaction is a fraud.

49. Both the Transfer produced by Gdak and the Agreement of Purchase and Sale are forgeries/fakes. I am advised by Mr. Alpert, and verily believe that:

Transfer

- (a) Torkin Manes pulled from title the real instrument number WR1267136, which is the registration number shown on the alleged transfer of the Martin Grove Property to Gdak. The actual Instrument number WR1267136 is the Transfer pursuant to

which the Respondent Jaimee Gdak took title to an entirely different property located at 652 Colby Dr., Waterloo, Ontario.

- (b) The municipal address shown on the forged Transfer/Deed of land, namely 1343 Martin Grove, Waterloo, does not match the legal description or the PIN identifier of the property, which is 22281-0110. That PIN identifier corresponds with 652 Colby Dr. which is a property owned by either Jaimee or Jaimak Properties
- (c) 1343 Martin Grove Rd. is not owned by En Cadre or any other related company to Trigger and consists of raw land located in an agricultural area;
- (d) the names of the vendor and purchaser are entered on the document are incorrect. The name of the Transferor is shown as “Mr. Cleason Martin” and the name of the Transferee is shown as “Mr. Mark W. Gdak”. In the Ontario land titles system the title “Mr.” is never used, and the names of individuals always appear last name first, followed by a comma, followed by the first name. I am advised by Mr. Alpert that the land titles system will not accept entry of the names of vendors and purchasers in this way, so it is impossible that this is an actual, valid Transfer. It would not have been accepted for registration by the land titles computer system.

The Fake Agreement of Purchase and Sale

50. The Agreement of Purchase and Sale provided to me by Gdak is also a forgery or a fake. Corporate searches conducted in every jurisdiction in Canada on the two alleged purchasers indicate that these alleged corporations do not exist. Further, the land described therein, namely, 1343 Martin Grove Rd., Township Rd 43, is not owned by En Cadre or any entity or individual

related to it. There is no evidence that the real owner of this property has any connection with En Cadre or Gdak.

Attached hereto as Exhibit "M" is a copy of the parcel page relating to the true property known municipally as 1343 Martin Grove

51. I believe that these documents were provided to me in a fraudulent effort on the part of Gdak to induce Clearflow to continue the business relationship and to advance additional funds to Trigger.

MEETING WITH GDAK

52. On September 28, 2020, my Clearflow partners Sandy Kanichis and Glenn Petersen and I met with Gdak and his accounts receivable manager Mike Nero. Without disclosing all that we knew to Gdak, we advised that Trigger had failed the field audit and that we needed Trigger's cooperation in a continued investigation by Mr. Adler. Gdak responded that he was very busy trying to complete his tax filing by the end of that date or he faced penalties of over \$1 million. On behalf of Clearflow, I then demanded that Trigger permit Clearflow to take over the cash management of Trigger's business as required pursuant to the MPSA. The cash management system, as we understand it, consists of a post office box to which cheques are sent by customers of Trigger. We demanded access to the post office box or that a second post office box be opened that we would have access to, so that we could take over processing cheques from customers.

53. This request was refused, on the basis that at times the post office box contains firearms and the regulator would not permit any party other than a duly authorized representative of Trigger to have access to same. This strains credulity. In the ordinary course, firearms would not be sent in the mail to a post office box for any reason.

FULL DISCLOSURE OF ALL RELEVANT FACTS

54. I am advised by Clearflow counsel in this case, Jeffrey Simpson of Torkin Manes LLP that because we are moving without notice to Trigger, we are required to disclose to the Court all relevant facts, even those that do not support our theory of the case, and to present to the Court any facts or arguments that Trigger and Gdak would make if they were given the chance to respond. In compliance with that requirement:

- (a) Trigger has a high visibility in the industry, and it does indeed operate a real firearms warehouse, which I have personally attended at. I have seen many government/regulatory documents over the years that I do not believe are forgeries all of which suggests that Trigger does indeed exist as a business and does import and distribute firearms in Canada.
- (b) Trigger has detailed information about executives working at Canadian Tire and Home Hardware, suggesting that there is exists a real business relationship;
- (c) Although it seems impossible that this could be the case given the circumstances of this case, it is theoretically possible that Gdak could take the position that Clearflow won't suffer any loss at all if it can collect all outstanding accounts receivable, assuming that they do indeed exist;
- (d) Trigger has always benefitted from the assistance of professional chartered accountants and reputable legal counsel in the Waterloo area.
- (e) Trigger and Gdak hold the required licenses and designations from, as well as the trust of, the various regulatory authorities, whom I understand conduct exhaustive

background checks into individuals involved in this business. These authorities are presumably aware of the sale of every firearm in Canada and keep careful track of the shipping, purchase and handling of every firearm sold.

- (f) There does not appear to be any obvious motive for Gdak and Trigger to engage in such a massive fraud in circumstances where his business appears to be growing exponentially.
- (g) There is no direct evidence that Gdak himself has personally benefitted from the fraud. There is no direct evidence that proceeds of fraud were utilized to acquire the real properties in Waterloo and Port Elgin.

55. Despite all of the above factors, my partners at Clearflow and I remain convinced that the preponderance of evidence of fraud is too overwhelming in this case. While we admit that we don't at this time have all the answers, there can be no reasonable explanation for the forged purchase orders, fake email addresses, the impersonation of others in emails and on conference calls, the forged transfer of real property, the phony agreement of purchase and sale and the indisputable massive exaggeration of accounts receivable by way of fabrication of invoices. Simply put, I cannot think of any way in which these items can be explained away by Mr. Gdak.

56. In any event, the unacceptable levels of over-90 day AR and constant default in providing required financial reporting would, in any event, have resulted in Clearflow terminating the credit facilities, issuing the Demands and NITES, and moving for the appointment of a Receiver even in the absence of evidence of fraud. While the evidence of the fraud demonstrates the need for the Court to appoint an Interim Receiver on an immediate basis for the protection of Trigger's estate

and to protect the interests of Clearflow, Clearflow would in all likelihood be taking steps to place some or all of the Respondents into receivership within a short period of time anyway. It appears to Clearflow that Trigger may actually be insolvent. In these circumstances, I do not believe that it is possible that the Respondents will suffer any actual damages as a result of the interim Orders requested on this Application.

UNDERTAKING AS TO DAMAGES

57. In the event that the Court grants the interim receivership appointment as requested, and the Court subsequently decides that such order ought not to have been made as a result of material misrepresentations by Clearflow in its Court materials, and it is proven that Trigger or any of the Respondents have suffered damages as a result, I am authorized by Clearflow solely in my capacity as a representative of Clearflow, and not in my personal capacity, to undertake on behalf of Clearflow to be responsible for any such damages incurred.

SWORN remotely by Martin Nicholas Rees of the City of Port Colborne, in the Regional Municipality of Niagara before me at the City of Toronto, in the Province of Ontario, on October , 2020 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
(or as may be)

Jeffrey J. Simpson

MARTIN NICHOLAS REES

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and- TRIGGER WHOLESALE, INC. et al.
Respondents

Court File No. CV-20-00649154-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF MARTIN NICHOLAS REES

TORKIN MANES LLP

Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Jeffrey J. Simpson (39663M)

jsimpson@torkinmanes.com

Tel: 416-777-5413

Fax: 1-888-587-9143

Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

RCP-E 4C (May 1, 2016)

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule 40.01
of the *Rules of Civil Procedure*

AFFIDAVIT OF ALEXANDRA (SANDY) KANICHIS

I, Alexandra (Sandy) Kanichis, of the Town of Woodbridge, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am the Director of Operations of the Applicant in this proceeding, and as such, have knowledge of the following matters, either through my direct knowledge or by informing myself in respect thereof, in which case I indicate the source of my information and belief.
2. I have read the draft Affidavit of Martin Rees to be filed in support of this Application and to the extent I have personal knowledge of the facts set out therein, I agree with his evidence.

3. I am the partner at Clearflow who supervises the day to day administration of the Trigger credit facilities. I swear this Affidavit for the following purposes:

- (a) To supply additional details regarding the Trigger credit facilities;
- (b) To provide additional details regarding the growth in over-90 day AR with respect to Trigger's accounts receivable and other details regarding the growth in Trigger's business over the years;
- (c) To provide details with respect to Clearflow's suspicions that certain cheques allegedly issued by Trigger customers are forgeries;
- (d) To provide details of measures taken by Clearflow in response to Gdak's chronic lack of financial reporting; and
- (e) To provide additional details as to the involvement of Jaimee Gdak in the business operations of Trigger.

DETAILS OF THE CREDIT FACILITIES

4. The total amount owed by Trigger in favour of Clearflow was, as of October 6, 2020, \$48,625,279.75. The credit facilities extended by Clearflow to Trigger were summarized in an Offer letter dated April 23, 2015 (the "**Offer Letter**"), and consisted of:

- (a) a Master Purchase and Sale Agreement dated April 30, 2015 (the "**MPSA**");
- (b) a Master Purchase Order Financing Agreement dated April 30, 2015 (the "**PO Financing Agreement**"); and

- (c) a Royalty Agreement dated April 30, 2015 (the “**Royalty Agreement**”).

Attached hereto as Exhibits “A”, “B” and “C” respectively are copies of the Offer Letter, the MPSA, the PO Financing Agreement and the Royalty Agreement.

THE MPSA

5. Pursuant to the terms of the MPSA and the standard terms which form part thereof, Trigger is required to provide Clearflow with a monthly list of all outstanding invoices issued by it to its customers. Clearflow then has the option to purchase all or a portion of these accounts receivable based on a payment to Trigger of 85% of the amounts shown as due and outstanding.

6. Clearflow then collects those receivables in the ordinary course as they are paid by Trigger’s customers, which are typically retail stores ranging from small, “mom and pop” shops to, as indicated above, national chains such as Canadian Tire and Home Hardware. These customers remit payment to Trigger on 30-60 day payment terms from the invoice date in respect of products ordered and delivered. Unless and until Clearflow receives payment in respect of its financed purchase orders, any funds advanced to Trigger are considered loans outstanding from Clearflow to Trigger.

7. As of October 6, 2020, Clearflow had purchased accounts from Trigger with a total value of \$43,025,279.75, based on total accounts receivable allegedly due to Trigger by all of its customers collectively of \$64,074,258.69.

8. At the request of Gdak, Clearflow has not followed its usual procedure for collection of accounts receivable, provided for in the MPSA, Gdak’s stated reason for this request is that the

regulations imposed by the RCMP and other federal agencies, require that only Gdak could collect and handle the payments received from customers in respect of sales of firearms.

9. In addition to the accounts receivable financing described above, Clearflow also advanced the sum of \$10,284,932.38 in the form of purchase order financing pursuant to the PO Financing Agreement. This amount is included in the total indebtedness indicated in my Affidavit above.

10. In addition to the financing summarized above, Clearflow has made occasional advances to Trigger based on discrete requests for specific financing for various business purposes. The aggregate total of these various one-time loans advanced by Clearflow to Trigger is \$5,600,000.00. This amount is included in the total indebtedness owed to Clearflow set out above.

RAPID EXPANSION OF TRIGGER'S BUSINESS

11. As stated by Mr. Rees in his Affidavit, for the initial 12 months of the relationship between Trigger and Clearflow, Trigger's sales remained relatively flat. Over the next four years, however, Trigger's business appeared to take off. Sales started expanding at a rapid rate. I attach hereto review engagement financial statements for Trigger for the financial years ending March 31, 2019 and March 31, 2020. The 2019 statement, for example, shows sales in 2018 of \$19,482,802, which increased to \$60,980,735 in 2019. The internal statement for the year ended March 31, 2020 showed that annual sales had increased to \$151,310,849.30. Gross profits for the same period increased from \$7,509,508 in 2018 to \$59,017,623.91 in 2020.

Attached hereto as Exhibit "D" are the draft review engagement financial statements for Trigger for the year ended March 31, 2019 and the draft, internal financial statement for the year ended March 31, 2020

12. In particular, over the years, it appeared that the largest growth in Trigger's business was with the major retail channels, specifically Canadian Tire and Home Hardware, which were allegedly purchasing from Trigger a large volume of firearms. As of October 6, 2020, Clearflow has purchased, since the beginning of the relationship with Trigger, Canadian Tire accounts receivable with a total value of \$131,390,049 of which \$84,744,429.38 has been collected, and \$35,637,636.27 remains outstanding. The corresponding figures for Home Hardware are \$58,083,426 of purchases of which \$41,716,118.67 has paid and \$16,367,307.58 remains outstanding respectively.

13. According to information furnished by Gdak, in December 2015, Trigger's sales started increasing from approximately \$100k per month to over approximately \$1 million per month by the end of June, 2017. This was accompanied by increases in the balance of AR owed to Trigger by its customers.

14. By June 2018 sales had increased to \$5.1 million per month and the accounts receivable ending balance as of the end of June, 2018 was \$13.45 million. Two years later, by the end of June, 2020, those figures had increased to sales of \$16.31 million per month with an Ending AR Balance of \$58.75 million.

15. By September, 2020, the amount of over 90 day AR owed to Trigger by its customers had escalated sharply to a total of \$21,644,485.76. Corresponding deposits from customers had shrunk dramatically.

REQUIREMENTS IMPOSED ON TRIGGER AFTER THE SEPT. 28/20 MEETING WITH GDAK

16. After the September 28th, 2020 meeting between Gdak and Clearflow, Mr. Rees was temporarily unavailable and Mr. Petersen subsequently dealt with Gdak. Glenn and I had one additional meeting with Mr. Gdak on October 1, 2020, and I have spoken to Gdak a number of times since then.

17. In addition to demanding that Trigger allow Clearflow to control its cash management and cheque deposits, we subsequently demanded that Trigger agree to install at Trigger's premises a cheque deposit machine that will electronically provide Clearflow with notice of all cheques in favour of Trigger that pass through the Canadian cheque clearing system. Gdak agreed to this request, and since installing the machine, activity in Trigger's accounts has dropped to almost nothing and Trigger has never used the machine. A small fraction of the deposits that would historically have been made into Trigger's bank account are now being made.

FORGED CHEQUES

18. We then obtained and examined a series of Canadian Tire and Home Hardware cheques allegedly deposited into Trigger's bank account during the months of July and August, 2020.

These cheques are obviously suspicious:

- (a) The bottoms of each cheque have been cut off in the photocopy provided by Gdak, such that account numbers and other information is not visible;
- (b) The cheques are stamped on the front with the name of an "attention of" person, namely Mr. Maguire and Ms. Shulist. I have never seen business cheques in my

years of banking that would include an “attention of” name of an individual. There would be no reason for same;

- (c) These cheques, if they had been negotiated, would have stamps on the front or the back. The front sides of the cheques have no endorsement stamps and the backs of the cheques were not included in the copies sent by Gdak;
- (d) Finally, and perhaps most conspicuous is the fact that Mr. Maguire’s name is spelled differently (“Matt Maguire”) on the face of the supposed Canadian Tire cheques than the spelling of his name in the fake email address supplied by Gdak (“Matt Mcguire”). At the very least, this confirms that one or the other, if not both, of the cheques or the email addresses are faked.

INVOLVEMENT OF JAIMEE GDAK IN TRIGGER’S BUSINESS

19. The Respondents Jaimee and Jaimak Real Properties Inc. (“**Jaimak**”) own certain real property located in Waterloo, Ontario, and in Huron County, Ontario that I believe may have been acquired with the proceeds of the fraudulent activity perpetrated by the Gdaks. It appears to me that it is entirely possible that title to these properties has been placed in the names of Jaimee or Jaimak in an effort to shield assets from the reach of Clearflow and other creditors in the event that the fraudulent scheme was discovered.

Attached hereto as Exhibit “E” are copies of parcel pages showing that Jaimee or Jaimak hold title to the following real properties:

265 Old Post Road, Waterloo ON

250 Lion’s Court, Warterloo, ON

652 Colby Dr., Waterloo ON

47 Baker Rd., Port Elgin ON

157 Saugeen Beach Road, Port Elgin, ON

20. Jaimee Gdak is involved with daily accounting operations of Trigger Wholesale, Inc. Literally hundreds of emails have been exchanged between Jaimee, myself and the Clearflow admin Team with respect to:

- (a) processing credit card payments;
- (b) deposits made into the Trigger Ops Account and the Trigger Blocked Account;
- (c) deposits made into BMO Bank Trigger Ops Account that consisted of non factored payments.

21. The last email that she sent us was August 13, 2020 for credit card processing. After that date a new email address was created called Accounting@triggerwholesale.com, which I believe is another email for Jaimee Gdak and the admin team at Trigger. We also have an email from February 21, 2018 in which Jaimee submitted a schedule for funding. In a September 11, 2018 email Jaimee advised that she physically went to BMO Bank to make a deposit, and we have an email confirmation that she completed that day's deposit.

Attached hereto as Exhibit "F" are copies of all of the above-noted emails

22. In addition, at our meeting at Trigger Wholesale, Inc., on October 1, 2020, in attendance was Mark Gdak, Mike Nero from Trigger and Glenn Petersen and myself from Clearflow. Mark

stated that Jaimee was working from home due to the Corona Virus Pandemic but that she was making collection calls on all the past due accounts of Independent Stores.

23. Lastly, I conducted a Google search against "Jaimee Gdak". One of the first entries that comes up on that search is a Zoom info page in the name of Trigger. In other words, if one Googles Jaimee, a Trigger Zoom info page comes up as one of the first entries.

24. Jamie is deeply involved in the day to day financial administration of Trigger, and takes an active part in managing the financial and accounts receivable side of Trigger's business. She is one of individuals at Trigger whom I would describe as part of the senior management team. It is impossible that she could not be aware of, and most likely actively participating in, fraud on such a massive scale.

25. I make this Affidavit in support of Clearflow's application for the appointment of a Receiver and for no other or improper purpose.

SWORN remotely by Alexandra (Sandy) Kanichis of the Town of Woodbridge, in the Regional Municipality of York before me at the City of Toronto, in the Province of Ontario, on October 9, 2020 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
(or as may be)

Jeffrey J. Simpson

ALEXANDRA (SANDY) KANICHIS

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and- TRIGGER WHOLESALE, INC. et al.
Respondents

Court File No. CV-20-00649154-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF ALEXANDRA (SANDY) KANICHIS

TORKIN MANES LLP

Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Jeffrey J. Simpson (39663M)

jsimpson@torkinmanes.com

Tel: 416-777-5413

Fax: 1-888-587-9143

Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

RCP-E 4C (May 1, 2016)

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.**

Respondents

**APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure***

AFFIDAVIT OF GLENN PETERSEN

**I, Glenn Petersen, of the City of Surrey, in the Province of British Columbia, MAKE
OATH AND SAY:**

1. I am a director and one of the four partners of the Applicant in this proceeding, and as such, have knowledge of the following matters, either through my direct knowledge or by informing myself in respect thereof, in which case I indicate the source of my information and belief.

2. I have reviewed the draft Affidavits of Martin Rees and Sandy Kanichis, both of which were prepared in support of this Application. To the extent I have personal knowledge of the contents of those Affidavits, I confirm and agree with the evidence contained therein (other than

evidence that is specific to Mr. Rees or Ms. Kanichis, such as conversations at which I was not present, in which case I verily believe their evidence to be true). All capitalized terms herein have the same meaning ascribed to them in Mr. Rees' Affidavit.

3. In Mr. Rees' Affidavit, he testifies as to fraudulent invoices allegedly rendered to Canadian Tire by Trigger. I wish to add to Mr. Rees' testimony the following evidence that has very recently come to my attention with respect to Home Hardware.

4. On October 7, 2020, I was able to obtain from a third party (i.e., not connected in any way to Trigger) a standard form purchase order dated "06/20" (the "**Home Hardware P.O.**") issued by Home Hardware to one of its vendors. I understand that the issuance of a purchase order is the usual method by which Home Hardware procures stock from its vendors. This is an example of the format of purchase order that I believe is used by Home Hardware's in respect of goods ordered for the St. Jacob's location to be delivered by the vendor to the Home Hardware distribution centre.

Attached as Exhibit "A" is a copy of the legitimate Home Hardware purchase order referenced above

5. I also attach for comparison a copy of a purchase order sent to Clearflow by Trigger as evidence of an order for a large quantity of ammunition allegedly placed by Home Hardware on July 6, 2020 (the "**Forged P.O.**") to be delivered to the St. Jacobs location. I believe that this is not a legitimate Home Hardware purchase order. I believe that this is a falsified document that did not originate with Home Hardware. I believe that Gdak forged this purchase order in order to create the impression that Home Hardware had actually ordered the products listed thereon in order to induce Clearflow to make further advances to Trigger.

Attached as Exhibit "B" is a true copy of the Forged P.O.

6. A cursory review of the Home Hardware P.O. compared to the Forged P.O. reveals that the two documents are very different in design, format and tone of language used. In addition, the Forged P.O. contains at least three fairly-egregious spelling errors. While this is not determinative, in my experience, the presence of spelling errors in purchase orders of this type is not common.

7. Most importantly, the Home Hardware P.O. contains a significant amount of information that is missing from the Forged P.O. The legitimate purchase order sets out the delivery method, "routing" information, UPC codes for the products being ordered, the store number and the vendor number. None of this information appears on the Forged P.O. In addition, the Home Hardware PO identifies a specific "buyer" in relation to the products involved and does not contain a reference to a department. Based on my experience, information such as the vendor number and store number are absolutely critical information that are always set out in this type of purchase order.

8. Finally, I attach hereto a document that I believe to be a forged purchased order created by Gdak in respect of Canadian Tire. The design, format and type of language used in this document are so remarkably similar to the Forged Home Hardware P.O. that I cannot come to any other conclusion that they were prepared by the same person. I note as well that the forged Canadian Tire P.O. is missing the exact same information that is notably missing from the Forged Home Hardware P.O., specifically, delivery method, "routing" information, UPC codes for the products being ordered, the store number and the vendor number, all of which, as stated above, are almost always specified in purchase orders such as these.

9. I swear this Affidavit in support of Clearflow's Application for the appointment of a receiver over Trigger and for no improper purpose.

SWORN remotely by Glenn Petersen of the
City of Vancouver, before me at the City of
Toronto, in the Province of Ontario, on
October 9, 2020 in accordance with
O. Reg. 431/20, Administering Oath or
Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

Jeffrey S. Simpson



GLENN PETERSEN

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and- TRIGGER WHOLESALE, INC. et al.
Respondents

Court File No. CV-20-00649154-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF GLENN PETERSEN

TORKIN MANES LLP

Barristers & Solicitors

151 Yonge Street, Suite 1500

Toronto ON M5C 2W7

Jeffrey J. Simpson (39663M)

jsimpson@torkinmanes.com

Tel: 416-777-5413

Fax: 1-888-587-9143

Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

RCP-E 4C (May 1, 2016)

Appendix 3

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Section 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and
Rule 40.01 of the *Rules of Civil Procedure*

FIRST REPORT OF THE INTERIM RECEIVER

OCTOBER 21, 2020



200 King Street West
11th Floor
Toronto, Ontario, M5H 3T4

TABLE OF CONTENTS

INTRODUCTION.....	1
DISCLAIMER	2
PURPOSE OF FIRST REPORT	2
TAKING POSSESSION.....	4
ASSETS	7
ACCOUNTS RECEIVABLE	7
INVENTORY	8
IR'S PRELIMINARY FINDINGS TO SUPPORT CLEARFLOW'S CONCERNS	8
DISCUSSION WITH MR. GDAK	8
CFO AUDIT LETTER.....	9
CUSTOMER EMAIL ACCOUNTS	10
CHEQUES LOCATED ONSITE	11
ACCOUNTING ENTRIES.....	12
SUMMARY AND RECOMMENDATION	12

INDEX OF APPENDICES

Appendix 1	Interim Receivership Order and Endorsement of the Honourable Madam Justice Gilmore dated October 13, 2020
Appendix 2	Affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson each sworn October 9, 2020 (without appendices)
Appendix 3	Clearflow AR Listing
Appendix 4	Trigger AR Listing
Appendix 5	Mr. Gdak AR Listing
Appendix 6	Inventory Listing provided by Mr. Gdak
Appendix 7	Altered Letter from the CFO dated March 5, 2020 and False Letter from CFO dated May 11, 2020
Appendix 8	Original Letter from the CFO dated March 5, 2020
Appendix 9	Emails dated August 12, 13 and 18, 2020 from Phil Searles and Mr. Gdak to TWNC
Appendix 10	Outlook Screen Shots for Fake Canadian Tire and Home Hardware Email Accounts
Appendix 11	Copies of Uncashed Cheques

INTRODUCTION

1. Grant Thornton Limited (“**GTL**”) was appointed as Interim Receiver (the “**IR**”) of Trigger Wholesale Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”) by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 13, 2020 (the “**Interim Receivership Order**”). Copies of the Interim Receivership Order and the Endorsement of the Honourable Madam Justice Gilmore are attached hereto as **Appendix “1”**.
2. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the IR, are contained in the affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson, each sworn October 9, 2020 (the “**Clearflow Affidavits**”) in support of Clearflow Commercial Finance Corp.’s (“**Clearflow**”) application for the appointment of the IR. A copy of the Clearflow Affidavits without appendices is attached hereto as **Appendix “2”** and are accessible on the IR’s case website at www.GrantThornton.ca/TWI. Clearflow is the primary secured creditor of the Debtors.
3. The Debtors are both companies that are incorporated in Ontario and are allegedly in the business of importing and distributing firearms, particularly shotguns, and associated ammunition to customers throughout Canada. The Debtor’s customers allegedly include Canadian Tire and Home Hardware, as well as small gun shops, outdoor stores, the military and police forces. The registered address for Trigger is 588 Colby Drive, Suite #1, Waterloo, Ontario. The directors of Trigger are Mark Gdak, Jaimee Lynn Gdak and Brian Richard Kelly. Although the IR understands that recently Mr. Kelly has resigned as a director of Trigger.
4. The IR does not have any knowledge at this time as to the precise nature of the business that En Cadre was engaged in prior to the granting of the Interim Receivership Order. The registered address for En Cadre is 588 Colby Drive, Suite #1, Waterloo, Ontario. The directors of En Cadre are Mark Gdak and Jaimee Lynn Gdak. The Debtor’s assets consist of:
 - a) accounts receivable due and owing from customers of the Debtor’s (“**AR**”);

- b) firearms and ammunition inventory owned by the Debtor's and stored in a secure facility located at 588 Colby Drive, Suite #1, Waterloo, Ontario (the "**Premises**"); and
- c) miscellaneous assets, including office equipment and computers, goodwill, and customer lists.

DISCLAIMER

- 5. In preparing this report, the IR has reviewed certain unaudited financial information and certain financial information related to the Debtors. While the IR has performed a preliminary review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards ("**GAAS**") or International Financial Reporting Standards ("**IFRS**"). Accordingly, the IR expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.
- 6. This report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to approve the relief sought by Clearflow, in respect of motion that is scheduled to be heard by the Court on October 22, 2020. Accordingly, the reader is cautioned that this report may not be appropriate for any other purpose.
- 7. All references to dollars in this report are in Canadian currency, unless otherwise noted.

PURPOSE OF FIRST REPORT

- 8. The purpose of this, the IR's first report to Court (the "**IR's First Report**") is to advise the Court on the IR's activities since its appointment and to provide information to the Court pertaining to Clearflow's request for an Order, *inter alia*,
 - (a) converting the Interim Receivership Order into a Receivership Order (the "**National Receivership Proceedings**") pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43,

as amended (the "**CJA**"), and appointing GTL as receiver (in such capacity the "**Receiver**") without security, of all of the assets, undertakings and properties of Trigger, En Cadre and certain real property owned by each of Jaimak Real Properties Inc. ("**Jaimak**") or Jaimee Lynn Gdak, (collectively, the "**Property**"), as specified in the draft Order included in the Clearflow Motion Record (collectively the "**Debtors**");

- (b) continuing the Mareva injunction relief set out in paragraphs 8, 9 and 10 of the Interim Receivership Order, subject to such amendments and additional terms, as set out in the draft Order included in the Clearflow Motion Record;
- (c) authorizing, but not obligating, GTL to file assignments in bankruptcy for each of Trigger and En Cadre under the BIA;
- (d) authorizing GTL to act as trustee in bankruptcy for each of Trigger and En Cadre;
- (e) authorizing GTL to transfer \$30,000 from the National Receivership Proceedings to GTL, in its capacity as proposed trustee in bankruptcy, to fund the administration of the proposed bankruptcy proceedings of Trigger;
- (f) authorizing GTL to transfer \$30,000 from the National Receivership Proceedings to GTL, in its capacity as proposed trustee in bankruptcy, to fund the administration of the proposed bankruptcy proceedings of En Cadre;

- (g) requiring Brian Kelly to provide information or documents to the Receiver, to aid in the Receiver's efforts to take control of the Property and discharge its duties under the National Receivership Proceedings;
- (h) authorizing the Receiver to conduct examinations of each of Mark Gdak, Jamiee Lynn Gdak, Brian Kelly, Mike Nero and Phil Searles, in respect of the Property that pertains to the National Receivership Proceedings; and
- (i) granting certain other ancillary relief, as detailed in the draft Order included in the Clearflow Motion Record.

TAKING POSSESSION

- 9. Prior to the IR's appointment, Clearflow management advised GTL that the Premises contained a large number of non-restricted, restricted and prohibited firearms, as well as ammunition and that the principal of Trigger, Mr. Gdak, had a permit to carry a concealed firearm.
- 10. In anticipation of being appointed as IR, GTL contacted the Chief Firearms Office for Ontario (the "**CFO**") to enquire if it was possible for a civilian to have a permit to carry a concealed firearm. The CFO advised that while such permits were very rarely granted, they did exist.
- 11. Upon its appointment, the IR attended at the Waterloo Police North Division station and sought assistance from the Waterloo Police Department in gaining entry to the Premises, due to the Premises containing firearms and ammunition.
- 12. There was no one present at the Premises when the IR arrived at approximately 6:00PM on October 13, 2020. Therefore, the IR called Mr. Gdak, notified him of the appointment of the IR, and asked that he attend the Premises to allow the IR to take possession thereof.
- 13. Mr. Gdak cooperated and attended at the Premises, provided the IR with the keys to the Premises, as well as the passcodes to the alarm system, names of the security monitoring company and Information Technology ("**IT**") consultant

used by the Debtors. Mr. Gdak also provided the IR with a tour of the Premises prior to departing after advising that he was not prepared to answer any additional questions without speaking with his counsel. Mr. Gdak agreed to meet the IR at the Premises at 9:30AM the next day, October 14, 2020, to assist the IR with fulfilling its duties.

14. The CFO has advised that pursuant to section 91 of the Criminal Code (R.S.C., 1985, c. C-46) (the “**Criminal Code**”):

- a) anyone with access to non-restricted firearms must either hold a Non-Restricted Possession and Acquisition License (“**NRPAL**”), or be under the direct and immediate supervision of someone with an NRPAL; and
- b) anyone with access to restricted firearms must either hold a Restricted Possession and Acquisition License (“**RPAL**”) or be under the direct and immediate supervision of someone with an RPAL license.

15. Pursuant to Section 91 of the Criminal Code:

Unauthorized possession of firearm

91 (1) Subject to subsection (4), every person commits an offence who possesses a prohibited firearm, a restricted firearm or a non-restricted firearm without being the holder of

- (a) a licence under which the person may possess it; and
- (b) in the case of a prohibited firearm or a restricted firearm, a registration certificate for it.

Exceptions

(4) Subsections (1) and (2) do not apply to

- (a) a person who possesses a prohibited firearm, a restricted firearm, a non-restricted firearm, a prohibited weapon, a restricted weapon, a prohibited device or any prohibited ammunition while the person is under the direct and immediate supervision of a person who may lawfully possess it, for the purpose of using it in a manner in which the supervising person may lawfully use it; or
- (b) a person who comes into possession of a prohibited firearm, a restricted firearm, a non-restricted firearm, a prohibited weapon, a restricted weapon, a prohibited device or any prohibited ammunition by the operation of law and who, within a reasonable period after acquiring possession of it,
 - (i) lawfully disposes of it; or

16. The IR’s representative responsible for taking possession of the Premises holds the appropriate licenses to possess restricted and non-restricted firearms and provides direct and immediate supervision of anyone that entered the warehouse at the Premises where the firearms are stored in accordance with Section 91(4)(a).

17. The IR has also confirmed with the CFO that since the IR has come into possession of the firearms as a result of the Interim Receivership Order the exception provided in Section 91(4)(b) applies.
18. The IR has arranged for a security consultant, locksmith, security camera consultant and IT consultant to attend the Premises and proceeded to take possession of the Premises, which included:
 - a) changing the locks on the Premises;
 - b) reviewing the internal security of firearms and ammunition;
 - c) reviewing the setup of security cameras; and
 - d) reviewing the IT setup, backing up email and accounting data and disconnecting remote access to the Debtor's computer server.
19. The IR was unable to make arrangements to change access to the alarm system on the evening of October 13, 2020, therefore a security guard was posted outside the Premises, with instructions not to allow anyone to enter the Premises, other than the IR and its consultants.
20. At approximately 9:00AM on October 14, 2020, Mr. Gdak called the IR and advised that he would be unable to attend the Premises to assist the IR, as he would be meeting with his counsel. The IR requested that Mr. Gdak provide usernames and passwords to Trigger's accounting software ("**Quickbooks**"), so that an inventory and AR listing could be obtained. Mr. Gdak said that he could not remember the passwords and would provide them later in the day along with the inventory and AR listings.
21. On October 14, 2020, the IR spoke with The Waterloo Networking Company ("**TWNC**") which managed the Debtor's IT and arranged for only the IR to have access to Trigger's physical and virtual servers. The IR also spoke with the Summit Group, which hosts Trigger's Quickbooks and arranged for only the IR to have access to Quickbooks.
22. In addition, on its appointment, the IR notified Bank of Montreal, where the Debtors held certain bank accounts, to freeze the existing accounts for withdrawals, and make them for deposit only. At the time of the Interim Receivership Order, there was approximately \$16,000 in aggregate in the bank

accounts. In parallel with this, the IR opened new trust accounts for Trigger and En Cadre, as required by paragraph 17 of the Interim Receivership Order.

23. The IR has also confirmed that insurance is currently in place, however the policy was renewed in June, 2020 and no premiums have been paid. Premium arrears are currently \$71,668 and are \$14,343 per month going forward. The IR is investigating other more economical insurance options.
24. As required by the Interim Receivership Order, the IR set up and is maintaining a case website containing all publicly available information in these proceedings.

ASSETS

Accounts Receivable

25. Clearflow advises that it has currently factored Trigger's outstanding AR totalling \$64,074,258 and provided the IR with a listing of this AR (the "**Clearflow AR Listing**"). A copy of the Clearflow AR Listing is attached here to as **Appendix "3"**.
26. The IR has accessed Trigger's Quickbooks records and was able to print a report detailing amounts outstanding from customers, as at October 13, 2020 (the "**Trigger AR Listing**"). The Trigger AR Listing details amounts owing from customers totalling \$1,510,458. A copy of the Trigger AR Listing is attached hereto as **Appendix "4"**.
27. The IR asked Mr. Gdak to confirm that the Trigger AR Listing was correct, to which Mr. Gdak provided an alternative AR listing totalling \$1,411,812 (the "**Mr. Gdak AR Listing**"), of which \$467,738 represents inventory held at customers on consignment and based on the typical terms of consignment, has likely not been sold to the customer. The actual amount owing from customers according to Mr. Gdak is therefore \$944,073. A copy of the Mr. Gdak AR Listing is attached hereto as **Appendix "5"**.
28. The invoices listed on the Trigger AR Listing and the Mr. Gdak AR Listing are mostly less than \$10,000 each. Clearflow advises that they did not factor invoices under \$10,000. The IR has confirmed that none of the AR included on the Trigger AR Listing and the Mr. Gdak AR Listing is included on the Clearflow AR Listing.

29. On October 19, 2020 the IR asked Mr. Gdak if any of the AR on the Clearflow AR Listing were collectible to which Mr. Gdak replied that Trigger's only AR are those listed on the Mr. Gdak AR Listing. Based upon the IR's initial findings, it is concerned that all of the invoices factored by Clearflow totalling \$64,074,258 may not be real, but further investigation is required with respect to this matter.
30. The IR is in the process of contacting all customers and requesting that they verify the amounts owing to Trigger.

Inventory

31. Clearflow advised the IR that on September 28, 2020 Trigger told Clearflow that the inventory at the Premises had a cost value of approximately \$6 million.
32. While there were firearms and ammunition at the Premises, it was apparent to the IR, based on the quantity onsite, that the value was significantly less than \$6 million.
33. The IR opened numerous boxes of handguns, which are restricted firearms, and noted that they were all in disrepair and rusted. These firearms are unusable in their current condition and have very little value.
34. The IR also opened numerous boxes of rifles, which are non-restricted firearms, and noted that they appeared to be in new condition.
35. On the afternoon of October 14, 2020, Mr. Gdak emailed the IR an inventory listing which states the cost value of the inventory at the Premises is \$1,999,058 (the "**Inventory Listing**"). The Inventory Listing appears to be prepared in Excel rather than a printout from Quickbooks. A copy of the Inventory Listing is attached hereto as **Appendix "6"**. The IR has not been able to generate a similar listing in Quickbooks, therefore it appears that Trigger may not have maintained its inventory records in Quickbooks.

IR'S PRELIMINARY FINDINGS TO SUPPORT CLEARFLOW'S CONCERNS

Discussion with Mr. Gdak

36. On October 19, 2020, the IR received a call from Mr. Gdak in which he advised that he was preparing a plan to repay part of the funds advanced by Clearflow. This plan included handing over five properties with equity of approximately \$7

million to Clearflow, two of which were under contract to be sold. Clearflow is aware of the following five properties that are owned by either Jaimak or Mrs. Gdak:

- a) 652 Colby Dr, Waterloo, ON N2V 1A2;
- b) 250 Lions Ct, Waterloo, ON N2L 6M8;
- c) 157 Saugeen Beach Rd, Port Elgin, ON N0H 2C5;
- d) 43 Baker Rd, Port Elgin, ON N0H 2C5; and
- e) 265 Old Post Road, Waterloo

The IR believes that Mr. Gdak was referring to these five properties.

CFO Audit Letter

- 37. The IR contacted the CFO and has requested that an inventory audit be completed to ensure that all restricted firearms registered to Trigger are located at the Premises. The CFO has acknowledged the IR's request and advises it will schedule an audit as soon as possible.
- 38. The CFO also advised that the last audit was completed in December 2019. Clearflow has provided the IR with copies of the CFO audit letters it obtained from Trigger dated March 5, 2020 and May 11, 2020. The IR has provided these letters to the CFO, who has advised that while a letter dated March 5, 2020 was issued to Trigger in respect of the December 2019 audit, the letter provided by Clearflow has been substantially altered from the original letter issued by the CFO. Examples of alternations include:
 - a) changing the number of restricted firearms located at the Premises from 1,114 to 31,114, the number of self audited items from 200 to 3000 and the number of CFO audited items from 162 to 3162; and
 - b) changing the number of reported cameras on the premises from 16 to 32;
 - c) changing the number of motion sensors in the warehouse from 11 to 14;
 - d) removing a sentence that advised the panic alarms were not in use at the time of inspection;
 - e) stating that an audit of Trigger's service ledge was completed finding no issues to report when there is no mention of such an audit in the original letter; and

- f) adding a statement that this is the 24th inspection without issue and continuous advancements in security and operations when there is no such statement in the original letter.

The CFO also advised that the letter dated May 11, 2020 was not issued by the CFO and the audit referred to therein never occurred. Copies of the letters provided to Clearflow by Trigger and the actual letters provided to Trigger by the CFO are attached hereto as **Appendices “7”** and **“8”** respectively.

Customer Email Accounts

39. The Clearflow Affidavits state that Trigger created fake email addresses for supposed Canadian Tire and Home Hardware employees, which Trigger used to provide false sales and AR information to Clearflow.
40. The Receiver located emails from Phil Searles (“**Mr. Searles**”), a Trigger employee, to TWNC requesting that the following new domains be created on August 12 and 13, 2020:
- @hhdist.on.ca
 - @cdntops.com
41. The Receiver also located emails from Mr. Searles and Mr. Gdak to TWNC dated August 12, 13 and 18, 2020, requesting that the following email addresses be urgently created:
- matt.mcguire@cdntops.com
 - c.shulist@hhdist.ca
 - r.egan@hhdist.ca

Copies of the August 12, 13 and 18, 2020 emails are attached hereto as **Appendix “9”**. An excerpt from one of the emails is provided below.

From: Mark Gdak <Mark@triggerwholesale.com>
Sent: August 12, 2020 1:49 PM
To: Phil Searles <Phil@triggerwholesale.com>; twnc.ucr <ucr@twnc.com>
Cc: Scott Downing <SDowning@twnc.com>
Subject: RE: NEW DOMAIN AND NEW EMAIL USER REQUEST

Here is the user that needs to be set up:
Name: Matthew McGuire
Email: matt.mcguire@cdntops.com

42. The IR also located two laptop computers in Mr. Gdak and his spouse, Jaimee Gdak's ("**Mrs. Gdak**") office. These computers were logged into the email accounts for r.egan@hhdist.ca and matt.mcguire@cdntops.com. Print screens of these two email account pages are attached hereto as **Appendix "10"**.
43. It would appear that Mr. Gdak and/or Mrs. Gdak were using these computers to impersonate Canadian Tire and Home Hardware employees.

Cheques Located Onsite

44. The IR located 27 uncashed cheques from what appear to be Trigger customers totalling \$1,654,693.75 (the "**Uncashed Cheques**"), including the following two cheques from what appear to be Home Hardware Building Centre:
- a) cheque number 350015 dated August 18, 2020 in the amount of \$696,150.00; and
 - b) cheque number 336201 dated July 24, 2019 in the amount of \$382,222.50.
45. The Uncashed Cheques were all drawn on accounts from either Canadian Imperial Bank of Commerce ("**CIBC**"), Bank of Nova Scotia ("**BNS**") or Royal Bank of Canada ("**RBC**"). It appeared that all cheques drawn on accounts from each financial institution used the exact same background and same font. Copies of Uncashed Cheques with a schedule summarizing same are attached hereto as **Appendix "11"**.
46. The IR also located boxes of paper printed with the exact same cheque stock for each of CIBC, BNS and RBC. The cheque stock paper was located in the office of Mr. Gdak and Mrs. Gdak.
47. Clearflow has advised that in early August 2020, it requested that Trigger provide scanned copies of cheques it was depositing into the Clearflow blocked account at BMO (the "**Blocked Account**"). While 5 of the Uncashed Cheques are dated in July 2019, the remaining 22 cheques are dated in August 2020. Therefore, it appears that Trigger created cheques in the names of certain customers to provide to Clearflow in support of deposits it was making to the Blocked Account.

The IR continues to investigate the true source of funds being deposited into the Blocked Account.

Accounting Entries

48. Quickbooks maintains a log of all entries made by each user (the “**Audit History**”). The IR has reviewed this Audit History which shows that entries for what appear to be false sales were largely made by Mr. Searles. Numerous AR collections were recorded by Mrs. Gdak. It therefore appears that both Mr. Searles and Mrs. Gdak may have participated in manipulating the accounting records.

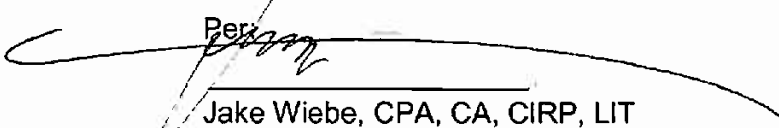
SUMMARY AND RECOMMENDATION

49. The preliminary investigation conducted by the IR has revealed that Trigger’s management, specifically, Mr. Gdak, Mrs. Gdak and Mr. Searles, appears to have been involved in the following activity:
- a) entering false customer sales and payments in Trigger’s accounting records;
 - b) creating email accounts to impersonate Canadian Tire and Home Hardware employees;
 - c) preparing false customer cheques on false CIBC, BNS and RBC accounts and providing same to Clearflow, as evidence of customer payments;
 - d) providing false AR information to Clearflow; and
 - e) falsifying letters from the CFO and providing such falsified letters to Clearflow.
50. The IR is of the view that in order to understand what happened to Clearflow’s advances and the use of those funds, a more extensive investigation will be required, including, but not limited to, a full review of the Debtor’s banking activity and reconciliation of customer balances.

51. Based on the foregoing, the IR respectfully requests that this Honourable Court grant an Order, in respect of the relief sought by Clearflow, as detailed in paragraph 8 of the IR's First Report.

All of which is respectfully submitted.

**GRANT THORNTON LIMITED,
IN ITS CAPACITY AS COURT-APPOINTED
INTERIM RECEIVER OF TRIGGER WHOLESALE, INC.
AND THE EN CADRE GROUP INC.
AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**

Per: 

Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice-President

CLEARFLOW COMMERCIAL
FINANCE CORP.

and

TRIGGER WHOLESale,
INC., THE EN CADRE
GROUP INC., MARK GDAK,
JAIMEE LYNN GDAK and
JAIMAK REAL PROPERTIES
INC.

Applicant

Respondents

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

**FIRST REPORT OF THE INTERIM
RECEIVER, GRANT THORNTON
LIMITED**

BORDEN LADNER GERVAIS LLP
Barristers and Solicitors
East Tower, Bay Adelaide Centre
22 Adelaide St West #3400
Toronto, ON M5H 4E3

Roger Jaipargas
Tel: (416) 367-6266
Fax: (416) 361-7067
(LSO #43275C)

Lawyers for Grant Thornton Limited

Appendix 4

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



THE HONOURABLE
JUSTICE MCGEEN

) THURSDAY, THE 22ND DAY OF
) OCTOBER, 2020
)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

**ORDER
(Appointing s.243 Receiver)**

THIS MOTION made by the Applicant for an Order, among other relief, converting the Interim Receivership Order granted by the Honourable Madam Justice Gilmore dated October 13, 2020 (the "Interim Receivership Order") to a national receiver, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA"), appointing Grant Thornton Limited as receiver (in such capacity the "Receiver") without security, of all of the assets, undertakings and properties of Trigger Wholesale, Inc. ("Trigger"), the En Cadre Group Inc. ("En Cadre"), and certain real property owned by each of Jaimak Real Properties

Inc. ("**Jaimak**") or Jaimee Lynn Gdak, as specified in the within Order (collectively, the "**Debtors**") was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the Motion Record of the Applicant, filed, and the First Report of Grant Thornton Limited in its capacity as interim receiver dated October 21, 2020 (the "**First Report**"), filed, and the appendices thereto and on hearing the submissions of counsel for the Applicant, counsel for the Receiver and counsel for the Debtors Mark Gdak, Trigger, Jaimak Real Properties Inc. and En Cadre, and counsel for Brian Kelly, no one else appearing although it appears that they have been properly served as evidence by the Affidavit of Josset Johnson sworn October 21, 2020.

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Grant Thornton Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors including all proceeds thereof, and certain real property owned by each of Jaimak or Jaimee Lynn Gdak, as set out in Schedule "A" to this Order (the "**Property**").

3. **THIS COURT ORDERS** that the Interim Receivership Order and the interim receivership proceedings, is hereby converted into a receivership pursuant to s. 243 of the BIA and s. 101 of the CJA.

4. **THIS COURT ORDERS** that notwithstanding paragraph 3 of this Order, all of the protections and benefits provided for in the Interim Receivership Order, shall continue, until further Order of the Court.

RECEIVER'S POWERS

5. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized, but not obligated, 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, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, 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 of the business, or cease to perform any contracts of the Debtors;
- (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 such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in

collecting such monies, including, without limitation, to enforce any security held by the Debtors;

- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (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 Debtors, for any purpose pursuant to this Order;
- (i) 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 Debtors, 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;
- (j) 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;
- (k) 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 \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1 million in total; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

- (l) 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;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including the Property set out at Schedule "A" to this Order;
- (o) to register a copy of this Order against title to any of the Property set out at Schedule "A" to this Order and the Land Registry Office of Waterloo (No. 58) and the Land Registry Office of Bruce (No. 3) are hereby directed to effect the registration of this Order against title to the Property set out at Schedule "A" to this at the request of the Receiver;
- (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 Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (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 Debtors, and without interference from any other Person.

6. **THIS COURT ORDERS** that the Receiver shall be empowered and authorized, but not obligated to:

- (a) file an assignment in bankruptcy on behalf of the Debtors, Trigger and En Cadre; and
- (b) if necessary, transfer funds to Grant Thornton Limited, as the proposed trustee in bankruptcy for each of Trigger and En Cadre, in the amount of \$30,000 for each estate, from the within receivership proceedings, to fund the administration of the bankruptcy estates of Trigger and En Cadre.

7. **THIS COURT ORDERS** that Grant Thornton Limited is hereby authorized to act as the trustee in bankruptcy for each of Trigger and En Cadre.

POWER TO EXAMINE THIRD PARTIES AND OBTAIN INFORMATION

8. **THIS COURT ORDERS** that the Receiver shall have the power to conduct examinations of each of Mark Gdak, Jalme Lynne Gdak, Brian Kelly, Mike Nero and Phil Searles, in respect of the Property and in the discharge of the duties of the Receiver in these proceedings.

9. **THIS COURT ORDERS** that Brian R. Kelly shall provide documents and information which is not otherwise subject to lawyer-client privilege to the Receiver to aid in the Receiver's efforts to take control of the Property and discharge its duties in these proceedings, including the provision of a copy of any fully signed Agreements of Purchase and Sale in Mr. Kelly's possession which have not closed and in which any of the Respondents are named as a vendor or purchaser.

10. **THIS COURT ORDERS** that the issue of payment by the Receiver from the assets of the Respondents of the legal expenses incurred by Brian R. Kelly regarding these matters is adjourned and to be heard on request of the lawyer for Mr. Kelly on notice to the parties.

CONTINUATION OF MAREVA INJUNCTION

11. **THIS COURT ORDERS** that paragraphs 8, 9, 10 and 11 of the Interim Receivership Order are hereby continued until further Order of this Court.

12. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to pay Lerner's LLP the sum of \$30,000, as a retainer in respect of Lerner's representation of the Respondents (with the exception of the Respondent Jaimee Gdak) in these proceedings, when: (1) any one of the properties listed on Schedule "A" to this Order is sold; and (2) the Receiver is in receipt of the net proceeds of sale of any such property listed on Schedule "A" to this Order.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

13. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their 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 to the Receiver upon the Receiver's request.

14. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, including, without limitation, any such information etc. relating to the affairs of the Respondent Jamie Gdak, 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 12 or in paragraph 13 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or

provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

15. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

18. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors 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 Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

19. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

20. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

21. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors 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 Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' 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 Debtors 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

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

EMPLOYEES

23. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' 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) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

24. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to

whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

26. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in

this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

27. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

29. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

30. **THIS COURT ORDERS** that the Receiver be at liberty and it 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 exceed \$300,000 (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 as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

31. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

32. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

33. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

34. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL www.grantthornton.ca/twi.

35. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any

other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

37. **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.

38. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

39. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, 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 Debtors' estate with such priority and at such time as this Court may determine.

40. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



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

NOV 12 2020

PER / PAR:



SCHEDULE "A"

<u>Properties</u>	<u>Owner</u>	<u>Legal Description</u>
652 Colby Dr, Waterloo, ON N2V 1A2	Jaimak Real Properties Inc.	LT 66 PL 1405 City Of Waterloo; City Of Waterloo
250 Lions Ct, Waterloo, ON N2L 6M8	Jaimee Gdak	Lot 46, Plan 58M-166; Subject To Easement N0. LT52777 In Favor Of The Corporation Of The City Of Waterloo And Union Gas Limited Over PT 46 ON 58R-12696; Together With Right Of Way N0. 443531 Over PTS 4 And 5 ON 58R- 12488; Waterloo.
157 Saugeen Beach Rd. Port Elgin, ON N0H 2C5	Jaimee Lynn Gdak	LT 1 PL 416; Saugeen Shores
43 Baker Rd, Port Elgin, ON N0H 2C5	Jaimee Gdak	LT 14 PL 497; Saugeen Shores
265 Old Post Rd. Waterloo, ON	Jaimee Gdak	Unit 3, Level 1, Waterloo North Condominium Plan No. 9 ; BLK A PL 1292; PTS 1 & 2 CTA 903 As More Fully Described In Schedule 'A' Of Declaration 486152 ; S/T Right Of Way Over PTS 4 & 5 58R12488 As In LT61266; Release Of Ease 443531 As In LT61267; T/W Right Of Way As In LT61268; Waterloo

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Grant Thornton Limited, the receiver (the "Receiver") of the assets, undertakings and properties of Trigger Wholesale, Inc., The En Cadre Group, Inc. acquired for, or used in relation, including all proceeds thereof, and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number CV-20-00649154-00CL, 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 _____ from time to time.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

GRANT THORNTON LIMITED solely in its
capacity as Receiver of the Property, and not in
its personal capacity

Per: _____

Name:

Title:

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and- TRIGGER WHOLESALE, INC. et al.
Respondents

Court File No. CV-20-00649154-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(Appointing s.243 Receiver)**

TORKIN MANES LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Jeffrey J. Simpson (39663M)
jsimpson@torkinmanes.com
Tel: 416-777-5413
Fax: 1-888-587-9143

Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

RCP-E 4C (May 1, 2016)

Appendix 5

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule 40.01 of the *Rules of Civil Procedure*

FIRST REPORT OF THE RECEIVER

NOVEMBER 20, 2020



Grant Thornton

200 King Street West
11th Floor
Toronto, Ontario, M5H 3T4

TABLE OF CONTENTS

INTRODUCTION.....	1
DISCLAIMER	2
PURPOSE OF FIRST REPORT	2
SALE OF 43 BAKER ROAD, PORT ELGIN, ONTARIO	3
CONFIDENTIALITY.....	4
APPROVAL OF PROFESSIONAL FEES	4
SUMMARY AND RECOMMENDATION	5

INDEX OF APPENDICES

Appendix 1	Interim Receivership Order and Endorsement of the Honourable Madam Justice Gilmore dated October 13, 2020
Appendix 2	Affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson each sworn October 9, 2020 (without appendices)
Appendix 3	First Report of the Interim Receiver dated October 21, 2020 (without appendices)
Appendix 4	Receivership Order dated October 22, 2020
Appendix 5	Agreement of Purchase and Sale dated October 9, 2020 (redacted)
Appendix 6	Affidavit of Jacob Wiebe, sworn November 20, 2020
Appendix 7	Affidavit of Christine Mason, sworn November 20, 2020
Confidential Appendix 1	Sale Agreement dated October 9, 2020
Confidential Appendix 2	Opinion of Value on 43 Baker Road, Port Elgin, Ontario
Confidential Appendix 3	Amendment to the Sale Agreement dated October 30, 2020
Confidential Appendix 4	Amendment to the Sale Agreement dated November 6, 2020

INTRODUCTION

1. Grant Thornton Limited (“**GTL**”) was appointed as Interim Receiver (the “**IR**”) of Trigger Wholesale Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”) by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 13, 2020 (the “**Interim Receivership Order**”). Copies of the Interim Receivership Order and the Endorsement of the Honourable Madam Justice Gilmore are attached hereto as **Appendix “1”**.
2. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the IR, are contained in the affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson, each sworn October 9, 2020 (the “**Clearflow Affidavits**”) in support of Clearflow Commercial Finance Corp.’s (“**Clearflow**”) application for the appointment of the IR. A copy of the Clearflow Affidavits without appendices are attached hereto as **Appendix “2”** and are accessible on the case website at www.GrantThornton.ca/TWI. Clearflow is the primary secured creditor of the Debtors.
3. The Interim Receiver filed its first report to Court dated October 21, 2020 (the “**IR’s First Report**”) in support of Clearflow’s application to convert the Interim Receivership Order, to a national receiver, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). A copy of the IR’s First Report is attached hereto as **Appendix “3”** without appendices.
4. Pursuant an order of the Honourable Mr. Justice McEwen dated October 22, 2020, GTL was appointed as the Receiver (the “**Receiver**”) over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak (“**J. Gdak**”), pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “4”**.

DISCLAIMER

5. In preparing this report, the Receiver has reviewed certain unaudited financial information and certain financial information related to the Debtors. While the Receiver has performed a preliminary review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards (“**GAAS**”) or International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.
6. This report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to approve the relief sought by the Receiver, in respect of motion that is scheduled to be heard by the Court on December 1, 2020. Accordingly, the reader is cautioned that this report may not be appropriate for any other purpose.
7. All references to dollars in this report are in Canadian currency, unless otherwise noted.

PURPOSE OF FIRST REPORT

8. The purpose of this, the Receiver’s first report to Court (the “**First Report**”) is to advise the Court on the Receiver’s activities since its appointment and to provide information to the Court pertaining to the Receiver’s request for an Order, *inter alia*,
 - a) approving the IR’s First Report and the activities of the IR described therein;
 - b) approving the First Report and the activities of the Receiver described therein;
 - c) approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale dated October 9, 2020 between J. Gdak, as vendor, and Paul German and Julie German (collectively, the “**Purchasers**”), as purchasers, as amended by an amending agreement dated October 30, 2020 between the Receiver and the Purchasers, and as further amended by a second amending agreement dated November 6, 2020 between the Receiver and the Purchasers for the purchase and sale of a property located at 43 Baker Rd., Port Elgin, Ontario (the “**Purchased Property**”) (the “**Sale**

Agreement") and authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable for the completion of the Transaction;

- d) vesting in the Purchasers all of J. Gdak's right, title and interest in and to the Purchased Property, free and clear of all encumbrances, except certain permitted encumbrances;
- e) sealing certain Confidential Appendices to the First Report;
- f) approving the fees and disbursements of the IR and the Receiver for the period from October 8, 2020 to October 31, 2020, as set out in the affidavit of Jacob Wiebe, sworn November 20, 2020; and
- g) approving the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the IR and the Receiver for the period from October 9, 2020 to October 31, 2020, as set out in the Affidavit of Christine Mason, sworn November 20, 2020.

Sale of 43 Baker Road, Port Elgin, Ontario

- 9. Prior to the appointment of the IR and the Receiver, J. Gdak entered into an agreement of purchase and sale dated October 9, 2020 with the Purchasers for the Purchased Property. The closing date stated in the Sale Agreement was October 30, 2020. A copy of the redacted agreement of purchase and sale dated October 9, 2020 is attached hereto as **Appendix "5"**. A copy of the unredacted Sale Agreement is attached hereto as **Confidential Appendix "1"**.
- 10. On October 30, 2020, the Receiver and the Purchasers executed an amendment to the Sale Agreement to extend the closing date to November 6, 2020, to allow the Receiver to obtain a valuation of the Purchased Property (the "**October 30 Amendment**").
- 11. The Receiver engaged a realtor to provide an opinion of value on the Purchased Property (the "**Opinion of Value**"), in order to assess the reasonableness of the proposed selling price. A copy of the Opinion of Value is attached hereto as **Confidential Appendix "2"**. The Opinion of Value verified that the proposed selling price in the Sale Agreement is reasonable.
- 12. On November 6, 2020 the Receiver and the Purchasers executed a further amendment to the Sale Agreement (the "**November 6 Amendment**"). The

Transaction is subject to Court approval, since the amount of the selling price exceeds the Receiver's limit to sell assets, as specified in the Receivership Order. Copies of the October 30 Amendment and the November 6 Amendment are attached hereto as **Confidential Appendices "3" and "4"**.

13. The Receiver reviewed the Sale Agreement and the Opinion of Value with Clearflow, who supports the proposed Transaction.
14. The Receiver recommends that the Transaction be approved by the Court for the following reasons:
 - a) the Transaction was originally entered into by J. Gdak;
 - b) the Receiver has obtained an Opinion of Value which supports the economics of the proposed Transaction; and
 - c) the Transaction is in the best interests of the stakeholders in the within receivership proceedings.

Confidentiality

15. The Receiver believes that the Confidential Appendices should remain sealed until the closing of the Transaction as the information contained therein is commercially sensitive and could prejudice the sale of the Purchased Property. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver, which may impact the price that interested purchasers are willing to offer for the Purchased Property, should the proposed Transaction not close.
16. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendices are sealed in this manner.

APPROVAL OF PROFESSIONAL FEES

17. The IR, the Receiver and its counsel have maintained detailed records of their professional fees.
18. Pursuant to paragraph 22 of the IR Order and paragraph 27 of the Receivership Order, the IR and the Receiver and its counsel shall be paid their reasonable fees and disbursements and a charge was granted on the Property (as defined in the Receivership Order), as security for such fees and disbursements.

19. The total fees and disbursements of the IR and the Receiver from October 8, 2020 to October 31, 2020 amount to \$138,262.97 inclusive of disbursements and HST and are more particularly describe in the affidavit of Jacob Wiebe sworn November 20, 2020, a copy of which is attached hereto as **Appendix "6"**.
20. The total fees and disbursements of the Receiver's counsel, BLG, from October 9, 2020 to October 31, 2020 amount to \$46,400.06 inclusive of disbursements and HST and are more particularly describe in the affidavit of Christine Mason sworn November 20, 2020, a copy of which is attached hereto as **Appendix "7"**.
21. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

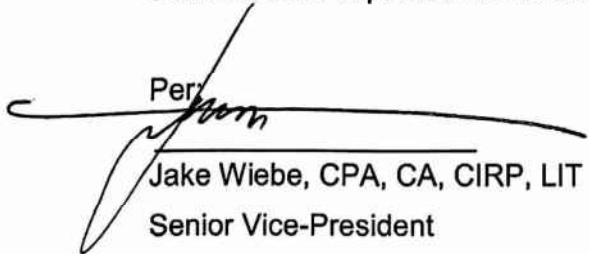
SUMMARY AND RECOMMENDATION

22. Based on the foregoing, the IR and the Receiver respectfully request that this Honourable Court grant an Order, in respect of the relief sought, as detailed in paragraph 8 of the First Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

In its capacity as Court Appointed Interim Receiver and Receiver of Trigger Wholesale, Inc. The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. and Jaimee Gdak

Per: 

Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice-President

CLEARFLOW COMMERCIAL
FINANCE CORP.

and

TRIGGER WHOLESALE,
INC., THE EN CADRE GROUP
INC., MARK GDAK, JAIMEE
LYNN GDAK and JAIMAK
REAL PROPERTIES INC.

Applicant

Respondents

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

**FIRST REPORT OF THE
RECEIVER, GRANT THORNTON
LIMITED**

BORDEN LADNER GERVAIS LLP

Barristers and Solicitors
East Tower, Bay Adelaide Centre
22 Adelaide St West #3400
Toronto, ON M5H 4E3

Roger Jaipargas

Tel: (416) 367-6266
Email: rjaipargas@blg.com
(LSO #43275C)

Mahnaz Shariati

Tel: (416) 367-6366
Email: mshariati@blg.com
(LSO No. 80262P)

Lawyers for Grant Thornton Limited

Appendix 6

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

THE HONOURABLE

) TUESDAY, THE 1st

MADAM JUSTICE DIETRICH

) DAY OF DECEMBER, 2020



BETWEEN:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited ("GTL") in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, for an order approving the sale transaction (the "**Transaction**") contemplated by agreement of purchase and sale dated October 9, 2020, as amended by an amending agreement dated October 30, 2020, and as further amended by a second amending agreement dated November 6, 2020 (the "**Sale Agreement**"), between the Receiver and Paul German and Julie German (the "**Purchasers**") for the purchase and sale of a property located at 43 Baker Rd., Port Elgin, Ontario (the "**Purchased**

Property") and appended to the first report of the Receiver dated November 20, 2020 (the "**First Report**"), the affidavit of Jacob Wiebe sworn November 20, 2020 (the "**Wiebe Affidavit**"), the affidavit of Christine Mason sworn November 20, 2020 (the "**Mason Affidavit**") and vesting in the Purchasers, Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the First Report and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp. and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Mariela Adriana Gasparini sworn November 23, 2020, filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Property to the Purchasers.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchasers substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property described in the Sale Agreement and listed on Schedule B hereto, shall vest absolutely in the Purchasers, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Gilmore dated October 13, 2020; (ii) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated October 22, 2020; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iv) those Claims listed on

Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Property are hereby expunged and discharged as against the Purchased Property.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for Land Titles Division of Bruce of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchasers as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

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

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

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors or Jaimee Lynn Gdak and any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made in respect of the Debtors or Jaimee Lynn Gdak;

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

7. **THIS COURT ORDERS** that the first report of GTL in its capacity as interim receiver (“IR”) dated October 21, 2020 (the “**First Report of the IR**”) and the activities of the IR, as described in the First Report of the IR, be and are hereby approved; provided, however that only the IR, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

8. **THIS COURT ORDERS** that the First Report of the Receiver and the activities of the Receiver, as described in the First Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

9. **THIS COURT ORDERS** that the fees and disbursements of the IR and the Receiver, as described in the First Report and as set out in the Wiebe Affidavit, be and are hereby approved.

10. **THIS COURT ORDERS** that the fees and disbursements of the Receiver’s legal counsel, Borden Ladner Gervais LLP (“BLG”), as described in the First Report and as set out in the Mason Affidavit, be and are hereby approved.

11. **THIS COURT ORDERS** that Confidential Appendices “1”, “2”, “3” and “4” to the First Report be and is hereby sealed until the closing of the Transaction.

12. **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.

 Diethrich J.

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

DEC 02 2020

PER / PAR:

pe

Schedule A – Form of Receiver's Certificate

Court File No. _____

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

BETWEEN:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated October 13, 2020, Grant Thornton Limited ("**GTL**") was appointed as the interim receiver (the "**IR**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Honourable Mr. Justice McEwen of the Court dated October 22, 2020, GTL was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of the Debtors and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak.

C. Pursuant to an Order of the Court dated December 1, 2020, the Court approved the agreement of purchase and sale dated October 9, 2020, as amended by an amending agreement dated October 30, 2020 and as further amended by a second amending agreement dated November 6, 2020 (the "**November 6 Amendment**") (collectively, the "**Sale Agreement**") between the Receiver and Paul German and Julie German (the "**Purchasers**") and provided for the vesting in the Purchasers of Jaimee Lynn Gdak's right, title and interest in and to the property located at 43 Baker Rd., Port Elgin, Ontario (the "**Purchased Property**"), which vesting is to be effective with respect to the Purchased Property upon the delivery by the Receiver to the Purchasers of a certificate confirming: (i) the payment by the Purchasers of the Purchase Price for the Purchased Property; (ii) that the conditions to Closing as set out in section 3 of the November 6 Amendment have been satisfied or waived by the Receiver; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchasers have paid and the Receiver has received the Purchase Price for the Purchased Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 3 of the November 6 Amendment have been satisfied or waived by the Receiver; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**GRANT THORNTON LIMITED, in its
capacity as Receiver of the undertaking,
property and assets of the Debtors and
certain other real property and not in its
personal capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Property

1. Real Property

43 Baker Road, Saugean Shores, Ontario, legally described as LT 14 PL 497; SAUGEEN SHORES, being all of PIN 33274-0137 (LT)

2. Chattels

- Fridge;
- Stove;
- Microwave;
- Toaster;
- Coffee maker;
- Lagostina pots and pans;
- King bed and mattress, duvet cover, pillow covers and decorative pillows;
- Side table in the king bedroom and all artwork and curtains;
- Queen bed and mattress, duvet cover, pillow covers and decorative pillows;
- Side table and lamp in the queen bedroom and all artwork and curtains;
- Bunk bed and mattress, duvet cover, pillow covers and decorative pillows;
- Mirror, hooks, artwork and curtains in the bunk bedroom;
- Shower curtain and rings in bathroom;
- Soap dispenser, soap dish for bathroom;
- Kitchen table, bench and chairs;
- Coat hooks, artwork and Port Elgin sign in foyer;
- Barbecue on back porch and cover;
- NEST thermostat;
- All outdoor hoses;
- Lumber in the shed that was planned for use in the Bunkie;
- Garbage bin;
- Washer and dryer;
- Security camera system;
- All curtains and curtain rods;
- Large framed picture in family room (world map);
- Ceiling fans and light fixtures;
- TV wall bracket in family room;
- Fire extinguisher;

- Water heater and water softener;
- Survey to be provided by seller; and
- Installation of 30AMP RV outlet on West-facing side of the house.

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

1. Application to Register a Court Order registered on October 23, 2020 as Instrument Number BR161116 in favour of Clearflow Commercial Finance Corp.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. Application to Annex Restrictive Covenant registered on 1968/07/23 as Instrument Number R62863Z.
2. Any registered restrictions or covenants that run with the land providing that such are complied with.
3. Any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility.
4. Any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties.
5. Any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property.

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and- **TRIGGER WHOLESale, INC. et al.**
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER
(Returnable December 1, 2020)

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Mahnaz Shariati – LSO No. 80262P

Tel: 416-367-6366
Email: mshariati@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-
appointed Receiver of Trigger Wholesale, Inc. and The En Cadre
Group Inc.

Two motions were brought in the in above-noted matter via Zoom video conference today.

The counsel in attendance are those whose names appear on the attached counsel slip.

Endorsement

The Receiver brings the first motion seeking approval of the sale transaction of one of five real properties owned by the respondent Jaimee Lynn Gdak. The property is municipally known as 43 Baker Road, Port Elgin, Ontario (the "Property"). Ms. Gdak was served on the motion and is now represented by counsel. The motion is unopposed.

Ms. Gdak had entered into an agreement of purchase and sale with the purchasers and the Receiver will complete that transaction. The Receiver's report states that it obtained an opinion of value that supports the transaction and that the transaction is in the best interests of the stakeholders in these receivership proceedings. I am satisfied that the *Soundair* principles have been met in this case and that the transaction should be approved.

I have reviewed the First Report of the interim Receiver and the First Report of the Receiver, and the Receiver's activities as described in its respective reports should be approved. The fees and disbursements of the interim Receiver, the Receiver and its counsel, as set out in the First Report, appear to be in order and should be approved.

Approval and Vesting Order to go in the form attached hereto and signed by me. The Order is effective as of today's date and does not need to be entered.

The Approval and Vesting Order contains a sealing order with respect to the Confidential Appendices. I am satisfied that the *Sierra Club* test has been met for these materials. **On the resumption of regular court operations, it will be the responsibility of counsel for the Receiver to ensure that the subject materials are properly identified and protected under seal in the court file.**

Ms. Gdak brings the second motion for an order that the Receiver be authorized to pay her counsel the sum of \$30,000 as a retainer when any one of the five real properties owned by her or Jaimak Real Properties Inc., which are included in the receivership assets, is sold and the Receiver is in possession of sale proceeds.

There is no opposition to this order. A similar order was made by Justice McEwen on October 22, 2020, when the Receiver was appointed, with respect to the respondent Mark Gdak. At the time of Justice McEwen's order, Ms. Gdak had not yet retained counsel. Mr. Gdak and Ms. Gdak are subject to a Mareva injunction.

Order to go in the form attached hereto and signed by me. The Order is effective as of today's date and it does not need to be entered.



Dietrich J.
Superior Court of Justice (Toronto)
December 1, 2020

Appendix 7

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule 40.01 of the *Rules of Civil Procedure*

SECOND REPORT OF THE RECEIVER

February 12, 2021



200 King Street West
11th Floor
Toronto, Ontario, M5H 3T4

TABLE OF CONTENTS

INTRODUCTION	4
DISCLAIMER	5
PURPOSE OF THE SECOND REPORT	5
BACKGROUND.....	8
FICTITIOUS ACCOUNTS RECEIVABLE.....	9
CHIEF FIREARMS OFFICE	10
TRIGGER OPERATIONS SUMMARY.....	10
ACTIVIES OF THE RECEIVER	10
THE BMO OVERDRAFT	10
THE PERSONAL PROPERTY ASSETS	11
THE SEA RAY	12
<i>Sale of the Sea Ray</i>	14
THE SCARAB	15
THE ATVS	16
THE SEA DOOS	16
THE TRAILER	17
THE RANGE ROVER.....	18
THE JEWELRY.....	18
PERSONAL PROPERTY ASSETS CONCLUSION	19
THE REAL PROPERTY ASSETS.....	20
BAKER ROAD	20
LIONS COURT	21
<i>Sale of Lions Court</i>	22
COLBY DRIVE.....	23
<i>Sale of Colby Drive</i>	24
OLD POST ROAD	25
<i>Sale of Old Post Road</i>	26
SAUGEEN BEACH ROAD	28
<i>Sale of Saugeen Beach Road</i>	29
REAL PROPERTY CONCLUSION.....	29
OTHER TRANSFERS	30
THE TRIGGER INVENTORY.....	30
THE INVENTORY SALES PROCESS.....	32
ACCOUNTS RECEIVABLE COLLECTIONS	35
ACTIVITIES OF THE RECEIVER	36
APPROVAL OF PROFESSIONAL FEES	36
RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP.....	37
CONFIDENTIAL APPENDICES	37
SUMMARY AND RECOMMENDATION	38

INDEX OF APPENDICES

Appendix 1	Interim Receivership Order and Endorsement of the Honourable Madam Justice Gilmore dated October 13, 2020
Appendix 2	Affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson each sworn October 9, 2020 (without appendices)
Appendix 3	First Report of the Interim Receiver dated October 21, 2020 (without appendices)
Appendix 4	Receivership Order of the Honourable Mr. Justice McEwen dated October 22, 2020
Appendix 5	First Report of the Receiver dated November 20, 2020 (without appendices)
Appendix 6	Baker Road Approval and Vesting Order and Endorsement of the Honourable Madam Justice Dietrich dated December 1, 2020
Appendix 7	Enquiry Response Certificate (PPSA) for Trigger Wholesale, Inc.
Appendix 8	Fictitious email correspondence received from Bank of Montreal
Appendix 9	Transcript of the November 16, 2020 Examination of Jaimee Gdak
Appendix 10	Correspondence from Cohen Highly LLP dated February 5, 2021
Appendix 11	Sea Ray Purchase Documents
Appendix 12	Sea Ray Endorsement of the Honourable Mr. Justice Hainey dated February 8, 2021
Appendix 13	Agreement of Purchase and Sale for Sea Ray (Redacted)
Appendix 14	Scarab Purchase Documents
Appendix 15	ATV Purchase Documents
Appendix 16	Sea Doos Purchase Documents
Appendix 17	Trailer Purchase Documents
Appendix 18	Range Rover Purchase Documents
Appendix 19	BLG Email dated January 31, 2021
Appendix 20	Jewelry Purchase Documents
Appendix 21	Baker Road Statement of Adjustments
Appendix 22	Baker Road Purchase Documents
Appendix 23	Parcel Register for Lions Court
Appendix 24	Lions Court Transfer dated July 2, 2019
Appendix 25	Lions Court Cuesta Mortgage Payout Documents

Appendix 26	Jaimak Corporation Profile Report
Appendix 27	Colby Drive Purchase Documents
Appendix 28	Old Post Road Purchase Documents
Appendix 29	Old Post Road email dated February 5, 2021 from Mr. Clayton
Appendix 30	Saugeen Beach Road Purchase Documents
Appendix 31	Correspondence between BLG and counsel for Lien Claimants
Appendix 32	Notice of Sale Process, the Solicitation Email; the Information Memorandum, Draft Sale Agreement and the Offer Form
Appendix 33	Agreement of Purchase and Sale for Inventory (Redacted)
Appendix 34	Affidavit of Jacob Wiebe sworn February 12, 2021
Appendix 35	Affidavit of Christine Mason sworn February 4, 2021
Appendix 36	Statement of Receipts and Disbursement dated February 11, 2021

Confidential Appendix 1	Summary of the Sea Ray Original Purchase Price and Selling Price and the Agreement of Purchase and Sale
Confidential Appendix 2	Lions Court Appraisal and Mortgage Statement
Confidential Appendix 3	Summary of Colby Drive Appraisal, Proposals from Realtors and Proposed Listing Price
Confidential Appendix 4	Summary of Old Post Road Appraisal, Proposals from Realtors and Proposed Listing Price
Confidential Appendix 5	Summary of Saugeen Beach Road Appraisal, Proposals from Realtors and Proposed Listing Price
Confidential Appendix 6	Summary of Prospective Bidders and Offers for the Inventory
Confidential Appendix 7	Agreement of Purchase and Sale for the Inventory

INTRODUCTION

1. Grant Thornton Limited (“**GTL**”) was appointed as Interim Receiver (the “**Interim Receiver**”) of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”) by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 13, 2020 (the “**Interim Receivership Order**”). Copies of the Interim Receivership Order and the Endorsement of the Honourable Madam Justice Gilmore are attached hereto as **Appendix “1”**.
2. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the Interim Receiver, are contained in the affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson, each sworn October 9, 2020 (the “**Clearflow Affidavits**”) in support of Clearflow Commercial Finance Corp.’s (“**Clearflow**”) application for the appointment of the Interim Receiver. A copy of the Clearflow Affidavits without appendices are attached hereto as **Appendix “2”**. Clearflow is the primary secured creditor of the Debtors.
3. The Interim Receiver filed its first report to Court dated October 21, 2020 (the “**Interim Receiver’s Report**”) in support of Clearflow’s application to convert the Interim Receivership Order, to a national receiver, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). A copy of the Interim Receiver’s Report is attached hereto as **Appendix “3”** without appendices.
4. Pursuant to an order of the Honourable Mr. Justice McEwen dated October 22, 2020, GTL was appointed as the Receiver (the “**Receiver**”) over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak (“**J. Gdak**”), pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “4”**.
5. The Receiver filed its first report to Court dated November 20, 2020 (the “**First Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 43 Baker Road, Port Elgin, Ontario.

A copy of the Receiver's First Report is attached hereto as **Appendix "5"** without appendices.

6. On December 1, 2020, the Court issued an order providing, amongst other things, the relief requested by the Receiver in the First Report (the "**Baker Road Approval and Vesting Order**"). A copy of the Baker Road Approval and Vesting Order along with the Endorsement of Justice Dietrich is attached hereto as **Appendix "6"**.
7. In accordance with the Court's e-service protocol all materials filed with the Court in this matter are available on the Receiver's case website at www.GrantThornton.ca/TWI .

DISCLAIMER

8. In preparing this report, the Receiver has reviewed certain unaudited financial information and certain financial information related to the Debtors. While the Receiver has performed a preliminary review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards ("**GAAS**") or International Financial Reporting Standards ("**IFRS**"). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.
9. This report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to approve the relief sought by the Receiver. Accordingly, the reader is cautioned that this report may not be appropriate for any other purpose.
10. All references to dollar amounts in this report are in Canadian currency, unless otherwise noted.

PURPOSE OF THE SECOND REPORT

11. The purpose of this second report of the Receiver to Court (the "**Second Report**") is to advise the Court on the Receiver's activities since its appointment

and to provide information to the Court pertaining to the Receiver's request for Orders:

- a) approving the Second Report and the activities of the Receiver described therein;
- b) approving the Inventory Transaction (as defined herein) in connection with the sale of the Inventory and authorizing and directing the Receiver to complete the Inventory Transaction (as defined herein);
- c) vesting in the Inventory Purchaser (as defined herein), all of the Debtors' right, title and interest in and to the Inventory free and clear of all encumbrances;
- d) approving the Sea Ray Transaction (as defined herein) and authorizing and directing the Receiver to complete the Sea Ray Transaction (as defined herein);
- e) vesting in the Sea Ray Purchaser (as defined herein), all of the Debtors', Mark Gdak's or Jaimee Gdak's right, title and interest in and to the Sea Ray (as defined herein) free and clear of all encumbrances;
- f) declaring the Personal Property Assets (as defined herein) to be property of Trigger free and clear of any interests or claims of the other Respondents, and declaring the Personal Property Assets to be included as Property (as defined in the Receivership Order);
- g) directing the Respondents, as applicable, to execute and deliver such documentation as is necessary or desirable to evidence the fact that Trigger is the sole legal and beneficial owner of the Personal Property Assets;
- h) requiring any of the Respondents who may be in possession of the Personal Property Assets to deliver up the Personal Property Assets to the Receiver;
- i) declaring that the use of the Trigger funds to purchase the Personal Property Assets is a transfer at undervalue within the meaning of the BIA is void as against the Receiver;
- j) in the event that the Personal Property Assets have been disposed of, ordering the Respondents, as applicable, to pay to the Receiver the difference between the value of the consideration received by Trigger and the value of the consideration given by Trigger in the use of the Trigger funds to purchase the Personal Property Assets;

- k) declaring that the Respondents, as applicable, hold the Personal Property Assets as constructive trustee for the benefit of the creditors of Trigger;
- l) declaring the following real property to be property of Trigger free and clear of any interests or claims of the other Respondents;
 - a. 52 Baker Road, Waterloo, Ontario (“**Baker Road**”);
 - b. 652 Colby Drive, Waterloo, Ontario (“**Colby Drive**”);
 - c. 265 Old Post Road, Waterloo, Ontario (the “**Old Post Road**”); and
 - d. 157 Saugeen Beach Rd., Port Elgin, Ontario (the “**Saugeen Beach Road**”)

(Baker Road, Colby Drive, Old Post Road and Saugeen Beach Road are hereinafter referred to as the “**Trigger Real Property**”);
- m) directing the Respondents, as applicable, to execute and deliver such documentation as is necessary or desirable to evidence the fact that Trigger is the sole legal and beneficial owner of the Trigger Real Property;
- n) declaring that the use of the Trigger funds to purchase the Trigger Real Property is a transfer at undervalue within the meaning of the BIA and is void as against the Receiver;
- o) declaring that the Respondents, as applicable, hold the Trigger Real Property as constructive trustee for the benefit of the creditors of Trigger;
- p) authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable to market for sale the Trigger Real Property;
- q) authorizing and directing the Receiver to conduct the marketing and sale of the Trigger Real Property free and clear of any prior agreements to purchase any of the Trigger Real Property or any prior license or rental agreements in respect of the Trigger Real Property;
- r) authorizing and directing the Receiver to conduct the marketing and sale of Lions Court free and clear of any prior agreements to purchase Lions Court or any prior license or rental agreements in respect of the Lions Court;
- s) authorizing and directing the Receiver to conduct the marketing and sale of the Personal Property Assets in accordance with the provisions of the Receivership Order;
- t) approving the Receiver’s Statement of Receipts and Disbursements as at February 11, 2021 (the “**SRD**”);

- u) approving the fees and disbursements of the Receiver for the period from November 1, 2020 to January 31, 2021, as set out in the affidavit of Jacob Wiebe, sworn February 12, 2021;
- v) approving the fees and disbursements of Borden Ladner Gervais LLP (“**BLG**”), legal counsel to the Receiver, for the period from November 1, 2020 to January 31, 2021, as set out in the Affidavit of Christine Mason, sworn February 4, 2021; and
- w) sealing the Confidential Appendices to the Second Report until further Order of the Court.

BACKGROUND

12. The Debtors are incorporated in Ontario and were in the business of importing and distributing firearms, particularly shotguns, and associated ammunition to customers throughout Canada. The Debtors’ customers allegedly included Canadian Tire and Home Hardware, as well as many small gun shops, outdoor stores, the military and police forces. The registered address for the Debtors is 588 Colby Drive, Suite #1, Waterloo, Ontario (the “**Premises**”). The directors of Trigger are Mark Gdak (“**Mr. Gdak**”), Jaimee Lynn Gdak (“**Mrs. Gdak**”) and Brian Richard Kelly (“**Brian Kelly**”). Brian Kelly also acted as the Debtors’ legal counsel. Brian Kelly resigned as director of the Trigger shortly after the Interim Receiver was appointed.
13. Clearflow provided accounts receivable (“**AR**”) factoring services to Trigger. Trigger provided Clearflow with a listing of AR that qualified for factoring and Clearflow would transfer funding to a bank account at Bank of Montreal (“**BMO**”) (the “**Clearflow Funding Account**”). Trigger would then transfer the funding to its operating account at BMO (the “**Trigger Operating Account**”). When customers paid their account, the amount was deposited to a blocked account from which Clearflow would sweep funds in repayment of its advances to Trigger (the “**Trigger Blocked Account**”). Trigger would provide Clearflow with a list of receivables that were collected such that Clearflow could maintain a record of outstanding AR that remained eligible for factoring.

Fictitious Accounts Receivable

14. As noted above, Clearflow factored Trigger's AR and advises the Receiver that it had factored Trigger AR totalling \$64,074,258 (the "**Factored AR**"), as at the date the Interim Receiver was appointed.
15. Mr. Gdak provided the Interim Receiver with an alternative AR listing totalling \$1,411,812 of which \$467,738 represents inventory held at customers on consignment. The actual amount owing from customers according to Mr. Gdak is therefore \$944,073. This AR was not included in the Factored AR. Mr. Gdak advised that all the Factored AR was fictitious, as the inventory detailed on these invoices had never been shipped to customers.
16. Trigger reported significant sales to Canadian Tire and Home Hardware. When Clearflow requested to Mr. Gdak that it be permitted to communicate directly with these customers to verify sales and outstanding AR, Mr. Gdak created fictitious email accounts for Canadian Tire and Home Hardware employees as follows:
 - matt.mcguire@cdntops.com;
 - c.shulist@hhdist.ca; and
 - r.egan@hhdist.ca.
17. The Interim Receiver located two laptop computers in Mr. Gdak and Mrs. Gdak's shared office that were logged into the email accounts for r.egan@hhdist.ca and matt.mcguire@cdntops.com. It would appear that Mr. Gdak and/or Mrs. Gdak were using these computers and email accounts to impersonate Canadian Tire and Home Hardware employees in order to respond to Clearflow inquiries and avoid detection of the fictitious activity.
18. In order to demonstrate that the fictitious AR was being collected, Trigger would write cheques from the Trigger Operating account in the amounts of fictitious AR invoices and would deposit those cheques into the Trigger Blocked Account.
19. In August 2020 Clearflow required that Trigger provide copies of customer cheques that were being deposited to the Blocked Account. Trigger thereafter printed fictitious blank cheque stock for Bank of Nova Scotia, Royal Bank of Canada and Canadian Imperial Bank of Commerce, on which fictitious customer payment details were printed. Copies of these cheques were then provided to Clearflow to correspond with the cheques drawn on the Trigger Operating Account that were being deposited to the Trigger Blocked Account.

Chief Firearms Office

20. In the Interim Receiver's Report the Interim Receiver advised that its discussions with the Chief Firearms Office ("**CFO**") revealed that Trigger had altered a letter from the CFO in respect of its inventory audit in December 2019 and that Trigger had created an entirely fictitious letter from the CFO in respect of a 2020 audit that never occurred.

Trigger Operations Summary

21. Mr. Gdak created an elaborate system to mislead Clearflow into believing that the Trigger business was much larger than it actually was in order to obtain financing far in excess of what would have been available based on Trigger's actual sales.

ACTIVIES OF THE RECEIVER

The BMO Overdraft

22. Trigger's banking facilities were with BMO. Beginning on July 31, 2020 Trigger began running an overdraft in the Trigger Operating Account such that by August 19, 2020 the overdraft had reached \$3,500,260.53 (the "**Overdraft**").
23. BMO does not have security over the assets, properties and undertaking of Trigger, nor does it have a registration against Trigger under the *Personal Property Security Act* (the "**PPSA**"). A copy of the Enquiry Response Certificate with a file currency of November 2, 2020, with respect to registrations made against Trigger under the PPSA is attached hereto as **Appendix "7"**.
24. In light of the foregoing, the Receiver made an enquiry with BMO as to the nature of any security held which would support an overdraft of this magnitude. BMO advised that it held no security and that the Overdraft was unauthorized. BMO further advised that it had requested that the Overdraft be repaid immediately, but did not take action against Trigger since Mr. Gdak provided copies of email correspondence between Trigger and Clearflow indicating that funding was imminently being provided by Clearflow. BMO provided this correspondence to the Receiver.
25. The Receiver reviewed this correspondence with Clearflow, who advised that the email communications were from email accounts that were similar to actual

Clearflow accounts, but were in fact fictitious. The email correspondence was from SandyK@clearflowfinanceinc.com. The real email address of the Clearflow employee being impersonated is SandyK@clearflowfinance.com. Additionally, the contact phone number provided to BMO was 647-284-2622. Clearflow has advised that this phone number is incorrect. The Receiver called this number and it is no longer in service. Copies of this email correspondence is attached hereto as **Appendix “8”**.

26. It appears that the fictitious email accounts were created to convince BMO that Clearflow was providing funding to clear the Overdraft. The correspondence provided to BMO seems to have provided comfort to BMO that the overdraft was a result of a funding delay from Clearflow.
27. Trigger advised Clearflow that this funding was needed to complete the prepayment of inventory. Clearflow advises that it was unaware that Trigger was in overdraft with BMO.
28. Clearflow provided funding in the amount of \$4,068,155 on August 20, 2020, which funds were deployed to clear the Overdraft with BMO. By August 24, 2020, Trigger was again in overdraft with BMO by \$3,319,383.93 (the “**Second Overdraft**”), after which Clearflow provided additional funding of \$4,000,000 between August 24 and 25, 2020, which funds were deployed to clear the Second Overdraft with BMO.

THE PERSONAL PROPERTY ASSETS

29. Since being appointed, the Receiver has undertaken a review of Trigger’s bank accounts, having regard to the allegations set out in the Clearflow Affidavits. The Receiver’s review of various transactions from Trigger’s bank account has uncovered payments to purchase numerous personal property assets. The Receiver was able to contact the various sellers of each of these assets and has learned that each asset was sold to and/or registered in the name of Mr. Gdak or Mrs. Gdak. The following is a listing of these assets:
 - a) 2018 Sea Ray SLX400 (the “**Sea Ray**”);
 - b) 2018 Scarab 255 Impulse boat with 2018 Karavan 255 trailer (the “**Scarab**”);
 - c) Two 2018 Can Am Outlander 850 XMR all terrain vehicles (the “**ATVs**”);

- d) Two 2018 Sea Doo GTI SE155 personal watercraft with 2018 Sea Doo Move II trailer (the “**Sea Doos**”);
- e) 2019 CTC 7X9 Black and Red Trailer (the “**Trailer**”);
- f) 2017 Land Rover Range Rover Sport (the “**Range Rover**”); and
- g) Rolex Diamond Dial Watch, Rolex Datejust Diamond Watch, Breitling Watch, Omega Watch, and a ladies 18 Karat Paladium Diamond Necklace (collectively, the “**Jewelry**”);

(all collectively herein referred to as the “**Personal Property Assets**”).

30. The Receiver conducted an examination of Mrs. Gdak on November 16, 2020, in accordance with paragraph 8 of the Receivership Order, at which time counsel for the Receiver questioned Mrs. Gdak about, *inter alia*, the purchase of certain of the Personal Property Assets (the “**Examination**”). A copy of the transcript of the Examination (the “**Examination Transcript**”) is attached hereto at **Appendix “9”**. A number of undertakings were provided at the Examination. On February 5, 2021, Benjamin Blay, a partner with Cohen Highley LLP, counsel to Mrs. Gdak, sent an email to Borden Ladner Gervais LLP (“**BLG**”), counsel to the Receiver, attaching a letter and various documents, providing various answers to the undertakings. A copy of Mr. Blay’s correspondence of February 5, 2021, together with the documents provided, is attached hereto as **Appendix “10”**.

The Sea Ray

31. On or about November 10, 2020 the Receiver learned that Mr. Gdak or Mrs. Gdak owned the Sea Ray, which was stored at Pride Marine Group Limited (“**Pride Marine**”) in Orillia, Ontario and that Mr. Gdak may have been attempting to sell the Sea Ray. The Receiver therefore contacted Pride Marine and advised them of the Mareva provisions included in both the Interim Receivership Order and the Receivership Order and advised that the Sea Ray was not to be sold without Court authorization.
32. Pride Marine confirmed that they were in possession of the Sea Ray, that there were interested purchasers, and that Mr. Gdak was in the process of negotiating the sale of the Sea Ray. Pride Marine however advised that they would not complete a sale without the Receiver’s authorization.

33. On January 8, 2021, Pride Marine contacted the Receiver and advised that Mr. Gdak had advised that his legal issues were about to be resolved and that he wished to complete the sale of the Sea Ray. The Receiver advised that this was not accurate and that the Sea Ray could still not be sold.
34. During the Examination, Mrs. Gdak advised that the Sea Ray was registered in her name (question 237 of the Examination Transcript) and had been purchased using funds from her and Mr. Gdak's personal bank account and investments (see questions 236 and 247 of the Examination Transcript).
35. The Receiver asked Pride Marine to provide a copy of the original bill of sale for when the Sea Ray was purchased (the "**Sea Ray Marine Purchase Contract**") which confirms that, contrary to the statement made by Mrs. Gdak during the Examination, the purchaser was Mr. Gdak. The Sea Ray Marine Purchase Contract was also provided by Mr. Blay, as an attachment to his correspondence to BLG of February 5, 2021, as noted above. Pride Marine also provided the Sea Ray registration showing the Sea Ray is registered to Mr. Gdak (the "**Sea Ray Registration**"). The payment schedule provided by Pride Marine (the "**Sea Ray Payment Schedule**") details that the purchase price of \$797,094.75 was paid as follows:
 - a) January 26, 2019 - \$5,000.00 (AMEX);
 - b) March 26, 2019 – 250,000.00 (transfer);
 - c) March 28, 2019 – 250,000.00 (transfer); and
 - d) March 29, 2019 – 292,094.75 (transfer).
36. The Receiver reviewed the Trigger Operating Account details and noted that transfers were made in these exact amounts on March 26, 28 and 29, 2019 to a bank account which Pride Marine has confirmed is their account number.
37. Just prior to each payment to Pride Marine, there is a transfer from the Clearflow Funding Account. The Receiver has reviewed the Clearflow Funding Account details and notes that funds were advanced from Clearflow just prior to the transfers being made from the Clearflow Funding Account to the Trigger Operating Account.
38. The flow of funds was therefore as follows:
 - a) Clearflow to Clearflow Funding Account;
 - b) Clearflow Funding Account to Trigger Operating Account; and
 - c) Trigger Operating Account to Pride Marine.

39. Copies of the Sea Ray Marine Purchase Contract, the Sea Ray Registration, the Sea Ray Payment Schedule, the Trigger Operating Account details and the Clearflow Funding Account details are attached hereto together as **Appendix “11”**.
40. While Mrs. Gdak advised during the Examination that the Sea Ray was purchased with funds from Mr. Gdak and Mrs. Gdak’s personal bank account or investments, it is clear that payment for the Sea Ray came from Trigger’s bank account, using funds obtained from Clearflow.

Sale of the Sea Ray

41. On February 8, 2021, Mr. Justice Hainey issued a consent Endorsement (the **“Sea Ray Endorsement”**) authorizing the Receiver to market the Sea Ray for sale and enter into any agreements for a sale of the Sea Ray, but that any sale of the Sea Ray would be subject to Court approval. A copy of the Sea Ray Endorsement is attached hereto as **Appendix “12”**.
42. Pride Marine advises that Mr. Gdak signed a listing agreement for the Sea Ray on October 23, 2020 (the **“Sea Ray Listing Agreement”**). Pride Marine also advises that it has been approached by four different purchasers for the Sea Ray and has identified Scott R. Boldt as the purchaser with the highest offer (the **“Sea Ray Purchaser”**).
43. In accordance with the Sea Ray Endorsement, the Receiver has negotiated a proposed transaction and a form of agreement of purchase and sale with the Sea Ray Purchaser, for a price that appears reasonable to both Pride Marine and the Receiver (the **“Sea Ray APS”**). The Sea Ray APS is subject to Court approval. A copy of the Sea Ray APS, along with a schedule detailing the original purchase price, the listing price and all offers received by Pride Marine are provided in **Confidential Appendix “1”**. A copy of the Sea Ray APS which has been redacted to remove certain sensitive information is attached as **Appendix “13”**.
44. If the Court authorizes the Receiver to complete the sale of the Sea Ray, the Receiver proposes to complete the sale to the Sea Ray Purchaser in accordance with the Sea Ray APS (the **“Sea Ray Transaction”**).
45. Pride Marine has exposed the Sea Ray to the market and the proposed purchase price is reasonable given the original purchase price of the Sea Ray and the other offers obtained by Pride Marine.

46. Given the foregoing, the Receiver respectfully requests that this Court issue an order authorizing and directing the Receiver to complete the Sea Ray Transaction and vesting the Debtors', Mrs. Gdak's and Mr. Gdak's right, title and interest in and to the Sea Ray in the Sea Ray Purchaser, free and clear of all claims and encumbrances.
47. Upon completion of the sale, the Receiver intends to pay to Pride Marine the 10% selling commission, as specified in the Sea Ray Listing Agreement.

The Scarab

48. The Receiver became aware of the Scarab which is located in the garage of the property located at Saugeen Beach Road (as defined below).
49. In the Examination, Mrs. Gdak advised that the Scarab had been purchased from Team Vincent in 2017 and that the Scarab may be registered in her name. She also advised that the Scarab was purchased using funds from her and Mr. Gdak's personal bank account (see questions 256 to 262 of the Examination Transcript).
50. The Receiver located a bank draft payable to Team Vincent in the amount of \$95,264.00 dated August 2, 2018 (the "**Scarab Bank Draft**") paid from the Trigger Operating Account.
51. Immediately prior to this payment, \$300,000 was transferred from the Clearflow Funding Account to the Trigger Operating Account, and immediately prior to this transfer, Clearflow transferred \$276,262.14 to the Clearflow Funding Account.
52. The Receiver contacted Team Vincent and obtained a copy of the invoice for the Scarab, which is dated July 31, 2018 and shows Mr. Gdak as the purchaser (the "**Scarab Invoice**").
53. Copies of the Scarab Invoice, the Scarab Bank Draft, along with the transfer details from the Trigger Operating Account and the Clearflow Funding Account are attached hereto as **Appendix "14"**.
54. While Mrs. Gdak advised during the Examination that the Scarab was purchased with funds from Mr. Gdak and Mrs. Gdak's personal bank account, it is clear that payment for the Scarab came from Trigger's bank account using funds obtained from Clearflow.

The ATVs

55. The Receiver became aware of the ATVs which were located in the garage of Saugeen Beach Road.
56. The Receiver located a cheque payable to Team Vincent in the amount of \$32,336.07 dated October 26, 2018 (the “**ATVs Cheque**”) which cleared Trigger’s Operating Account on October 30, 2018.
57. Immediately prior to this payment, Clearflow transferred \$161,063.87 to the Clearflow Funding Account, from which \$175,396.25 was transferred to the Trigger Operating Account. Without this funding from Clearflow, there would have been insufficient funds in the Trigger Operating Account for the ATV Cheque to clear.
58. The Receiver contacted Team Vincent and obtained a copy of the invoice for the ATVs which is dated October 22, 2018 and shows Mr. Gdak as the purchaser (the “**ATVs Invoice**”).
59. Copies of the ATVs Invoice, ATVs Cheque along with the transfer details from the Trigger Operating Account and the Clearflow Funding Account are attached hereto as **Appendix “15”**.
60. It is clear that payment for the ATVs came from Trigger’s bank account using funds obtained from Clearflow.

The Sea Doos

61. During the Receiver’s discussions with Team Vincent, the Receiver became aware that Mr. Gdak had also purchased the Sea Doos. The Receiver does not know the current location of the Sea Doos. Team Vincent provided the Receiver with a copy of the invoice for the Sea Doos, which is dated May 2, 2018 in the amount of \$34,897.77 and shows Mr. Gdak as the purchaser (the “**Sea Doos Invoice**”).
62. During the Examination, Mrs. Gdak advised that other than the Sea Ray, the Scarab, the Range Rover and the ATVs, she and Mr. Gdak did not own any other vehicles (see paragraphs 280 and 281 of the Examination Transcript).
63. The Receiver reviewed Trigger’s bank account transactions and located a bank draft payable to Team Vincent in the amount of \$33,897.77 dated May 16, 2018 (the “**Sea Doos Bank Draft**”) paid directly from the Clearflow Funding Account.

The amount of the Sea Doo Bank Draft is \$1,000.00 less than the amount of the Sea Doo Invoices, which likely represents a deposit.

- 64. Copies of the Sea Doos Invoice, Sea Doos Bank Draft along with the bank account details for the Clearflow Funding Account are attached hereto as **Appendix “16”**.
- 65. It is clear that payment for the Sea Doos came from Trigger’s bank account using funds obtained from Clearflow.

The Trailer

- 66. Upon taking possession of the Premises, the Receiver noticed the Trailer in the parking lot. The Receiver asked Mr. Gdak if the Trailer was an asset of Trigger, to which Mr. Gdak replied that it was. The Receiver therefore took possession of the Trailer and made arrangements for its sale through a liquidator.
- 67. The liquidator subsequently learned that the Trailer was in fact registered to Mr. Gdak. Therefore, the Receiver made arrangements for Mr. Gdak to retrieve the Trailer.
- 68. The Receiver’s subsequent review of Trigger’s bank account transactions located two transfers to Troy’s Toys in the amounts of \$2,500.00 and \$9,413.59 on December 17, 2018 and January 28, 2019, respectively, from the Clearflow Funding Account totalling \$11,913.59 (the **“Trailer Payments”**).
- 69. The Receiver obtained a Used Vehicle Information Package from Service Ontario which states that the Trailer was registered to Mr. Gdak on January 25, 2019 (the **“UVIP”**).
- 70. The Receiver conducted an internet search on Troy’s Toys and located the website for this trailer dealer. The accounting department at Troy’s Toys provided the Receiver with a copy of the invoice for the Trailer dated January 26, 2019 in the amount of \$11,913.59 (the **“Trailer Invoice”**) and confirmed that payment was received as detailed above.
- 71. Copies of the Trailer Invoice, the UVIP and the Trailer Payments are attached hereto as **Appendix “17”**.
- 72. It is clear that payment for the Trailer came from Trigger’s bank account using funds obtained from Clearflow.

The Range Rover

73. The Receiver was aware that Mrs. Gdak drives the Range Rover.
74. During the Receiver's review of Trigger's bank account transactions, the Receiver located a bank draft payable to Landrover Waterloo in the amount of \$127,000.00 dated November 22, 2017 (the "**Range Rover Bank Draft**") paid directly from the Clearflow Funding Account.
75. The Receiver contacted Landrover Waterloo and obtained a copy of the invoice for the Range Rover which is dated November 21, 2017 and is in the amount of \$127,000.00 and shows Trigger as the purchaser (the "**Range Rover Invoice**").
76. The Receiver conducted a registration search with the Ontario Ministry of Transportation, which revealed that despite the Range Rover being purchased by Trigger and paid for by Trigger, the Range Rover is registered to Mrs. Gdak (the "**Range Rover Registration**").
77. Copies of the Range Rover Bank Draft, the Range Rover Invoice along with the bank account details for the Clearflow Funding Account are attached hereto as **Appendix "18"**.
78. It is clear that payment for the Range Rover came from Trigger's bank account using funds obtained from Clearflow.

The Jewelry

79. During the Receiver's review of Trigger's bank account transactions the Receiver located the following bank drafts payable to Raffi Jewelers:
 - a) \$54,240.00 dated December 27, 2017;
 - b) \$32,770.00 dated January 1, 2018;
 - c) \$7,684.00 dated January 9, 2018;
 - d) \$18,645.00 dated February 2, 2018; and
 - e) \$25,850.00 dated November 1, 2018(collectively, the "**Jewelry Bank Drafts**"). The Jewelry Bank Drafts identified in items a) through d) above were all drawn on the Clearflow Funding Account. The bank draft identified in item e) above was drawn on the Trigger Operating Account.
80. The Receiver contacted Raffi Jewelers and obtained copies of the invoices (the "**Jewelry Invoices**") for the Jewelry related to each of the Jewelry Bank Drafts.

Each of the Jewelry Invoices disclose Mr. Gdak and Mrs. Gdak as the purchasers.

81. The significant items detailed on each of the Jewelry Invoices, respectively, are described as:
 - a) Rolex Watch Diamond Dial Watch - \$54,240.00;
 - b) Breitling Watch - \$32,770.00;
 - c) Omega Watch - \$7,684.00;
 - d) Ladies 18 Karat Paladium Diamond Necklace - \$18,645.00; and
 - e) Rolex Datejust Diamount Dial Watch - \$25,850.00.
82. The Receiver has asked counsel for Mr. and Mrs. Gdak to confirm that Mr. and Mrs. Gdak remain in possession of the Jewelry and are aware the Jewelry may not be sold due to the Mareva provisions in the Receivership Order. Counsel has replied acknowledging the Mareva provisions but has not confirmed that Mr. and Mrs. Gdak remain in possession of the jewelry. A copy of the BLG email dated January 31, 2021 and the response from counsel to Mr. Gdak on February 1, 2021 is attached hereto as **Appendix “19”**.
83. Copies of the Jewelry Bank Drafts, the Jewelry Invoices along with the bank account details for the Clearflow Funding Account are attached hereto as **Appendix “20”**.
84. It is clear that payment for the Jewelry came from Trigger’s bank account using funds obtained from Clearflow.

Personal Property Assets Conclusion

85. The Receiver’s investigation into the purchase of the Personal Property Assets revealed that while the registered owner of the Personal Property Assets is either Mr. Gdak or Mrs. Gdak, all of the funds used to purchase the Personal Property Assets came from the Trigger bank accounts using funds advanced by Clearflow.
86. The Receiver requests that the Court declare that the Personal Property Assets are property of Trigger free and clear of any interests or claims of the other Respondents; are Transfers at Undervalue in accordance with the BIA and void as against the Receiver; or alternatively, are held by Mr. Gdak and Mrs. Gdak, as applicable, in a constructive trust for the sole benefit of Trigger.

87. The Receiver requests that the Court authorize the Receiver to sell the Personal Property Assets (subject to the provisions of the Appointment Order), free of any claims by Mr. Gdak and Mrs. Gdak and declare that the proceeds from the sale of the Personal Property Assets are the property of Trigger.

THE REAL PROPERTY ASSETS

88. The Receivership Order appointed GTL as Receiver over the Property, as defined in the Receivership Order. Property was defined to include the following real property, owned by Mrs. Gdak or Jaimak, as noted on Schedule A to the Receivership Order:
- a) 250 Lions Court, Waterloo, Ontario (“**Lions Court**”);
 - b) Baker Road, located at 52 Baker Road, Waterloo, Ontario;
 - c) Colby Drive, located at 652 Colby Drive, Waterloo, Ontario;
 - d) Old Post Road, located at 265 Old Post Road, Waterloo, Ontario; and
 - e) Saugeen Beach Road, located at 157 Saugeen Beach Rd., Port Elgin, Ontario
- (collectively, referred to as the “**Real Property Assets**”).
89. The Receivership Order also authorized the Receiver to sell the Property (as defined in the Receivership Order), subject to certain sale limits, as provided for in the Receivership Order.

Baker Road

90. Baker Road was registered in the name of Mrs. Gdak and was subject to a sale agreement when the Receiver was appointed, as detailed in the First Report.
91. The Receiver completed the sale of Baker Road, as directed by the Baker Road Approval and Vesting Order. The sale was completed on December 14, 2020, with adjusted sale proceeds of \$580,141.18 being paid to the Receiver. A copy of the Statement of Adjustments is attached hereto as **Appendix “21”**.
92. During the Examination, Mrs. Gdak stated that she assumes that the funds used to purchase Baker Road came from her and Mr. Gdak’s investments.
93. The Receiver’s review of Trigger’s banking records revealed that Clearflow advanced \$508,020.89 to the Clearflow Funding Account on October 31, 2019. On November 1, 2019 Trigger transferred \$700,000 from the Clearflow Funding

Account to the Trigger Operating Account, from which it issued a bank draft payable to Kelly & Co. dated November 1, 2019 in the amount of \$448,750.00 (the “**Baker Road Bank Draft**”). Without the transfer from the Clearflow Funding Account there would not have been sufficient funds in the Trigger Operating Account to draw the Baker Road Bank Draft.

94. Brian Kelly of Kelly & Co (“**Kelly & Co.**”) appears to have acted for Mrs. Gdak and registered the transfer. The Receiver requested that Kelly & Co. provide its trust ledger (the “**Baker Road Trust Ledger**”) showing the receipt and disposition of the funds received from Trigger. Kelly & Co. has provided a copy of the Baker Road Trust Ledger showing that the funds advanced by Trigger were used to complete the purchase of Baker Road.
95. Copies of the Baker Road Bank Draft, the Baker Road Trust Ledger as well as the Clearflow Funding Account and the Trigger Operating Account statements showing the flow of funds are attached hereto as **Appendix “22”**.
96. Contrary to Mrs. Gdak’s assumption that the funds used to purchase Baker Road came from her and Mr. Gdak’s investments, it is clear that Trigger funds were used to purchase Baker Road, using funding obtained from Clearflow.

Lions Court

97. Lions Court is the matrimonial home of Mr. Gdak and Mrs. Gdak. The Receiver obtained a copy of the Parcel Register from the Ontario Land Registry Office (the “**Parcel Register**”) on February 10, 2021, which confirms that Mr. Gdak and Mrs. Gdak acquired Lions Court on December 16, 2005. A copy of the Parcel Register is attached hereto as **Appendix “23”**.
98. The Parcel Register discloses that Lions Court was the subject of a transfer from Mr. Gdak to Mrs. Gdak on July 2, 2019, for natural love and affection. A copy of the Transfer dated July 2, 2019 is attached hereto as **Appendix “24”**.
99. The Receiver’s review of Trigger’s banking records revealed that Clearflow advanced \$578,369.25 to the Clearflow Funding Account on March 21, 2018. On the same day Trigger obtained a bank draft payable to Kelly & Co. in the amount of \$136,320.00 (the “**Lions Court Bank Draft**”). Without funding from Clearflow, there would not have been sufficient funds the Clearflow Funding Account to draw the Lions Court Bank Draft.

100. The Receiver requested that Kelly & Co. provide its trust ledger (the “**Lions Court Trust Ledger**”) showing the receipt and disposition of the funds received from Trigger. Kelly & Co. has provided a copy of the Lions Court Trust Ledger showing that the funds advanced by Trigger were used to repay a mortgage on Lions Court held by Pedro Cuesta (the “**Cuesta Mortgage**”). Kelly & Co. provided the Receiver with a copy of the mortgage discharge statement in respect of the Cuesta Mortgage (the “**Cuesta Mortgage Discharge Statement**”).
101. Copies of the Lions Court Bank Draft, the Cuesta Mortgage Discharge Statement as well as the Clearflow Funding Account statement showing the flow of funds are attached hereto as **Appendix “25”**. The Receiver continues to investigate this matter and the activities preceding the Receiver’s appointment with respect to Lions Court.

Sale of Lions Court

102. The Receiver obtained an appraisal on Lions Court from a local realtor (the “**Lions Court Appraisal**”), as well as an email from BMO advising of the current mortgage balance (the “**Lions Court Mortgage Statement**”). There appears to be significant equity in Lions Court. A calculation of the equity, along with the Lions Court Appraisal and Lions Court Mortgage Statement, are attached hereto in **Confidential Appendix “2”**.
103. The Receiver was previously advised that Clearflow, Mr. Gdak and Mrs. Gdak are in settlement discussions. As a result, an agreement was reached whereby the following was agreed to, to facilitate the settlement discussions:
- “Counsel for ClearFlow, each of the Respondents in these proceedings and the Receiver agree that no steps will be taken in connection with the marketing or sale of the matrimonial home at 250 Lions Court, Waterloo, Ontario until the earlier of the discontinuation of settlement discussions or March 17, 2021.”
- (the “**Lions Court Agreement**”).
104. The Receiver has not been advised that settlement discussions have been discontinued, therefore the Receiver has not taken any steps in connection with the marketing and sale of Lions Court.
105. The Receivership Order authorizes the Receiver to market the Property for sale, which includes Lions Court. The Receiver therefore requests that the Court

authorize the Receiver to list Lions Court for sale, subsequent to March 17, 2021, in accordance with Lions Court Agreement.

106. The Receiver has received notice of a lien registration against Lions Court. The Receiver continues to investigate the validity of this lien and will report thereon in a subsequent report to the Court.

Colby Drive

107. The Receiver obtained a copy of the Transfer for Colby Drive from the Ontario Land Registry Office, which confirms that Colby Drive was transferred to Jaimak on June 30, 2020 and that the reported transaction price was \$2,695,000 (the **“Colby Drive Transfer”**).
108. The Receiver obtained a Corporate Profile Report for Jaimak, which discloses that Mrs. Gdak is the sole officer and director of Jaimak (the **“Jaimak Corporate Profile”**). A copy of the Jaimak Corporate Profile is attached hereto as **Appendix “26”**.
109. During the Examination, Mrs. Gdak stated that she believes that Jaimak obtained a loan from Trigger to purchase Colby Drive (the **“Jaimak Loan”**), however Mr. Gdak was responsible for all the paperwork related to the purchase. Mrs. Gdak undertook to make best efforts to obtain the documentation related to the Jaimak Loan (see questions 160 to 164 of the Examination Transcript).
110. As noted above, on February 5, 2021, counsel for Mrs. Gdak provided the Receiver with responses to the undertakings (see Appendix “10”) from the Examination, which included:
 - a) an undated loan agreement between Trigger and Jaimak for \$3,000,000; and
 - b) a lease agreement between Trigger and Jaimak effective July 2, 2020.
111. The Receiver has reviewed Trigger’s electronic accounting records and has found no evidence of the Jaimak Loan.
112. The Receiver’s investigation into the purchase of Colby Drive revealed that Clearflow advanced \$5,850,000 to the Clearflow Funding Account on June 30, 2020. On the same day, Trigger transferred \$5,750,000 from the Clearflow Funding Account to the Trigger Operating Account from which it issued a bank draft payable to Kelly & Co. dated June 30, 2020 in the amount of \$2,620,000

(the “**Colby Drive Bank Draft**”). Without the advance from Clearflow, there would have been insufficient funds in Trigger's bank accounts to fund the purchase of Colby Drive.

113. Brian Kelly of Kelly & Co appears to have acted for Jaimak and registered the transfer. As noted above, the Receiver requested that Kelly & Co. provide its trust ledger (the “**Colby Drive Trust Ledger**”) showing the receipt and disposition of the funds received from Trigger. Kelly & Co. has provided a copy of the Colby Drive Trust Ledger showing that the funds advanced by Trigger were used to complete the purchase of Colby Drive.
114. Copies of the Colby Drive Bank Draft, the Colby Drive Trust Ledger, as well as the Clearflow Funding Account and the Trigger Operating Account statements showing the flow of funds are attached hereto as **Appendix “27”**.
115. It is clear that Trigger funds were used to purchase Colby Drive, using funding obtained from Clearflow.
116. The Receiver has received notice of a lien registration against Colby Drive. The Receiver continues to investigate the validity of this lien and will report thereon in a subsequent report to the Court.

Sale of Colby Drive

117. The Receiver has obtained an appraisal of Colby Drive (the “**Colby Drive Appraisal**”).
118. The Receiver also obtained listing proposals from four reputable commercial realtors. Three of the realtors provided suggested listing prices based on comparable sales, however one realtor provided the highest suggested listing price, but it was not supported by comparable sales. The Receiver has therefore disregarded the unsupported proposal.
119. Colliers International (“**Colliers**”) advised they have an interested purchaser who wished to perform a roof inspection on Colby Drive. The Receiver permitted the inspection to occur, after which Colliers provided the Receiver with a copy of the inspection report and authorized the Receiver to share this report with any other prospective purchasers. Colliers is aware that the Receiver is not currently marketing Colby Drive for sale, however their prospective purchaser submitted an offer to the Receiver to indicate their interest in the property.

120. The Receiver believes that Colliers provided a reasonable proposal, has saved the Receiver time and funds in providing the roof inspection report free of charge, and have a serious prospective purchaser. Therefore, the Receiver proposes to enter into a listing agreement with Colliers.
121. Attached hereto as **Confidential Appendix “3”** is the Colby Drive Appraisal together with a summary of the appraised value, the material terms of each listing proposal, their suggested listing prices, estimated selling price, and the Receiver's proposed listing price.

Old Post Road

122. During the Examination, Mrs. Gdak advised that she purchased Old Post Road using funds from her and Mr. Gdak's personal bank account. However, she did not know where the funds came from before they were deposited in their personal bank account (see questions 82 and 83 of the Examination Transcript).
123. The Receiver has obtained a copy of the Parcel Register from the Ontario Land Registry Office for Old Post Road which discloses that Old Post Road was transferred to Mrs. Gdak on September 21, 2018 for \$437,500 (the “**Old Post Road Register**”).
124. The Receiver's investigation into the purchase of Old Post Road revealed that Clearflow advanced \$774,555.72 to the Clearflow Funding Account on September 21, 2018. On the same day, Trigger transferred \$800,000.00 to the Trigger Operating Account, from which Trigger then issued a bank draft payable to Kelly & Co. dated September 21, 2018 in the amount of \$421,350.00. Without the advance from Clearflow, there would have been insufficient funds in Trigger's bank accounts to fund the purchase of Old Post Road.
125. Brian Kelly of Kelly & Co appears to have acted for Mrs. Gdak and registered the transfer. The Receiver requested that Kelly & Co provide its trust ledger (the “**Old Post Road Trust Ledger**”) showing the receipt and disposition of the funds received from Trigger. Kelly & Co has provided a copy of the Old Post Road Trust Ledger showing that the funds advanced by Trigger were used to complete the purchase of Old Post Road.

126. Copies of the Old Post Road Bank Draft, the Old Post Road Trust Ledger, as well as the Clearflow Funding Account and the Trigger Operating Account statements showing the flow of funds are attached hereto as **Appendix “28”**.
127. Contrary to Mrs. Gdak’s statement that Old Post Road was purchased with funds from her and Mr. Gdak’s personal bank account, it is clear that Trigger funds were used to purchase Old Post Road using funding obtained from Clearflow.
128. The Receiver has received notice of a lien registration against Old Post Road. The Receiver continues to investigate the validity of this lien and will report thereon in a subsequent report to Court.

Sale of Old Post Road

129. The Receiver understands that Old Post Road is currently occupied by Mrs. Gdak’s parents, William and Kathryn Clayton (the “**Claytons**”). In the Interim Receiver’s Report, the Interim Receiver reported that Mr. Gdak had advised Clearflow that Mrs. Gdak’s mother had passed away. During the Examination, Mrs. Gdak advised that the Claytons are both currently occupying Old Post Road.
130. Shortly after the Receiver’s appointment, Mr. Gdak advised the Receiver that there was a sale agreement for Old Post Road (the “**Clayton Sale Agreement**”). Despite the Receiver’s repeated requests to be provided with the Clayton Sale Agreement, Mr. Gdak did not provide a copy Clayton Sale Agreement until November 10, 2020.
131. In addition to the Old Post Road Sale Agreement, Mr. Gdak’s provided the Receiver with a Letter of Intent from the Claytons dated August 5, 2020 (the “**Clayton LOI**”) and a License Agreement with the Claytons dated April 18, 2020 (the “**Clayton License Agreement**”), with respect to the occupancy by the Claytons at Old Post Road.
132. The Clayton LOI simply states that the Claytons wish to purchase the Old Post Road, however, no sale price is stated therein.
133. The Clayton Sale Agreement states that the Claytons are permitted to occupy Old Post Road and are only responsible for payment of utilities, property taxes and condominium fees. No rent is payable under the Clayton License Agreement. There is also a requirement that Mrs. Gdak must give 180 days notice of cancellation of the Clayton License Agreement.

134. The Clayton Sale Agreement is dated September 1, 2020. The purchaser is not identified, however the agreement appears to be signed by the Claytons and Mrs. Gdak. A deposit of \$10,000.00 was required to be paid to Kelly & Co. However, the name of Kelly & Co. has been stricken out and no replacement has been named. The Receiver is not aware of any deposit having been paid by the Claytons.
135. The Receiver has obtained an appraisal of Old Post Road (the “**Old Post Road Appraisal**”) which values Old Post Road at a much higher price than the price set in the Clayton Sale Agreement.
136. The Receiver does not believe that the consideration provided for in the Clayton Sale Agreement is adequate or commercially reasonable. Accordingly, the Receiver is seeking relief from the Court that the Receiver be free to market and sell Old Post Road, free and clear of any existing agreements or license agreements, such as the Clayton Sale Agreement and the Clayton License Agreement.
137. On February 5, 2021, counsel for Mrs. Gdak provided the Receiver with an email from Jim Clayton to Mr. Gdak advising that the Claytons would be vacating Old Post Road by July 31, 2021. A copy of this email is attached hereto as **Appendix “29”**.
138. The Receiver contacted numerous realtors about providing proposals to list Old Post Road for sale, however, several realtors declined to submit a proposal after reading about the Gdak’s activities in the Interim Receiver’s Report.
139. Three realtors provided listing proposals. The Receiver believes that RE/Max TwinCity provided a superior proposal. The Receiver proposes to list Old Post Road for sale with RE/Max TwinCity, free of clear of the Clayton Sale Agreement and the Clayton License Agreement, although the Receiver recommends that the closing of any sale occur after July 31, 2021 to allow the Claytons time to vacate Old Post Road.
140. Attached hereto as **Confidential Appendix “4”** is the Old Post Road Appraisal, Clayton Sale Agreement, and the Clayton License Agreement together with a summary of the appraised value, the material terms of each listing proposal, their suggested listing prices and the Receiver’s proposed listing price.

Saugeen Beach Road

141. In the Examination, Mrs. Gdak advised that she purchased Saugeen Beach Road using funds she thought came from her and Mr. Gdak's personal bank account (see questions 216 and 217 of the Examination Transcript).
142. The Receiver has obtained a copy of the Parcel Register from the Ontario Land Registry Office, which discloses that Saugeen Beach Road was transferred to Mrs. Gdak on April 12, 2018 for \$600,000.00 (the "**Saugeen Beach Road Register**").
143. The Receiver's investigation into the purchase of Saugeen Beach Road revealed that Clearflow advanced \$209,629.62, \$253,961.11 and \$223,389.38 to the Clearflow Funding Account on April 5, 10 and 11, 2018, respectively. On each of April 6, 10 and 11, 2018, Trigger transferred \$250,000.00 to a Trigger bank account at CIBC (the "**CIBC Account**") from which it issued a bank draft payable to Kelly & Co. dated April 11, 2018 in the amount of \$605,900.00. Without the advance from Clearflow, there would have been insufficient funds in Trigger's bank accounts to fund the purchase of Saugeen Beach Road.
144. Brian Kelly of Kelly & Co appears to have acted for Mrs. Gdak and registered the transfer. The Receiver requested that Kelly & Co provide its trust ledger (the "**Saugeen Beach Road Trust Ledger**") showing the receipt and disposition of the funds received from Trigger. Kelly & Co has provided a copy of the Saugeen Beach Road Trust Ledger showing that the funds advanced by Trigger were used to complete the purchase of Saugeen Beach Road.
145. Copies of the Saugeen Beach Road Bank Draft, the Saugeen Beach Road Trust Ledger, as well as the Clearflow Funding Account and the CIBC Account statements showing the flow of funds are attached hereto as **Appendix "30"**.
146. Contrary to Mrs. Gdak's statement that Saugeen Beach Road was purchased with funds from her and Mr. Gdak's personal bank account, it is clear that Trigger funds were used to purchase Saugeen Beach Road, using funding obtained from Clearflow.
147. The Receiver has received two notices of liens registered against Saugeen Beach Road. The Receiver continues to investigate the validity of these liens and will report thereon in a subsequent report to the Court.

Sale of Saugeen Beach Road

148. The Receiver has obtained an appraisal for Saugeen Beach Road (the “**Saugeen Beach Road Appraisal**”).
149. The Receiver contacted numerous realtors about providing proposals to list Saugeen Beach Road for sale and three realtors provided listing proposals.
150. The two best listing proposals contain similar terms, however RE/Max Land Exchange was very helpful to the Receiver in taking possession of Saugeen Beach Road and Baker Road. Therefore, the Receiver proposes to list Saugeen Beach Road for sale with RE/Max Land Exchange.
151. Attached hereto as **Confidential Appendix “5”** is the Saugeen Beach Road Appraisal together with a summary of the appraised value, the material terms of each listing proposal their suggested listing prices, and the Receiver’s proposed listing price.

Real Property Conclusion

152. The Receiver’s investigation into the purchase of Baker Road, Colby Drive, Old Post Road and Saugeen Beach Road (collectively, the “**Trigger Real Property**”) revealed that while each of the Trigger Real Property is registered to either Mrs. Gdak or Jaimak, all of the funds used to purchase the Trigger Real Property came from Trigger bank accounts, using funds advanced by Clearflow.
153. The Receiver requests that the Court declare that the Trigger Real Property are property of Trigger; are Transfers at Undervalue in accordance with the BIA and void as against the Receiver; or alternatively, are held by Mrs. Gdak and Jaimak, as applicable, pursuant to a constructive trust, for sole benefit of Trigger.
154. As canvassed above, the Receiver has now become aware of the existence of two parties claiming liens for work done to the Trigger Real Property.
155. By letter dated December 16, 2020, the Receiver was advised by counsel for Ace Lawn Care Services Inc. (“**Ace Lawn Care**”) that Ace Lawn Care had registered construction liens against each of Saugeen Beach Road, Old Post Road, Colby Drive and Lions Court.
156. By letter dated December 17, 2020, the Receiver was advised by counsel for J.B. Construction Inc. (“**J.B. Construction**”) that J.B. Construction had registered a construction lien against Saugeen Beach Road. By letters dated December 21,

2020, BLG responded to each of counsel for Ace Lawn Care and J.B. Construction, to advise that while the Receiver consents to a lifting of the stay of proceedings provided for in the Receivership Order, solely for the purpose of permitting each of Ace Lawn Care and J.B. Construction to perfect their lien claims. The Receiver did not consent to such parties taking any further steps without the consent of the Receiver or Order of the Court. The BLG correspondence of December 21, 2020 to counsel to each of Ace Lawn Care and J.B. Construction indicated that by providing the limited consent, the Receiver did not acknowledge the validity or quantum of any of the liens and that the Receiver reserved its rights and remedies to contest each of these liens, including without limitation, the validity and quantum of such liens. Attached hereto as **Appendix “31”** are copies of the letters dated December 16 and 17, 2020 from counsel to each of Ace Lawn Care and J.B. Construction, respectively, as well as the two letters dated December 21, 2020 delivered by BLG to counsel for each of Ace Lawn Care and J.B. Construction.

OTHER TRANSFERS

157. During the Receiver’s review of Trigger’s banking activity the Receiver identified the following three transactions whereby funds totalling \$130,000.00 appear to have been paid directly or indirectly to the Claytons:

01/13/2017	E-TRANSFER000000265619 JimClayton 4506*****671	3,000.00
01/16/2017	E-TRANSFER000000263261 JimClayton 4506*****671	2,000.00
06/30/2020	Bank Draft payable to Jim Clayton	125,000.00
		130,000.00

158. The Receiver continues to investigate these payments.

THE TRIGGER INVENTORY

159. In the Interim Receiver’s Report, the Interim Receiver advised that it took possession of all the Debtors’ assets located at 588 Colby Drive, Waterloo, Ontario (the “**Premises**”).
160. The Receiver obtained an inventory listing from Trigger’s electronic accounting records (“**Quickbooks**”) which disclosed Trigger’s inventory value at \$77,746,176.36.

161. Mr. Gdak previously advised the Receiver that Trigger did not properly maintain the inventory records in Quickbooks and provided the Receiver with an inventory schedule prepared in Excel which totalled \$1,999,058.22.
162. Mr. Gdak also advised the Receiver that there was a shipment of inventory arriving at Toronto Pearson Airport, for which Trigger had already paid (the “**Prepaid Inventory**”). In order to obtain delivery of this shipment, duties, taxes and shipping costs would need to be paid. These costs were estimated to be approximately \$74,800.39 (the “**Import Costs**”). The invoice price of the Prepaid Inventory was \$140,110.50 US Dollars. Therefore, it appeared reasonable to pay the Import Costs as the value of the Prepaid Inventory greatly exceeded the Import Costs.
163. The Receiver did not have the funds required to pay the Import Costs. After the Receiver explained the economics of this transaction to Clearflow, it agreed to provide the funding to the Receiver to pay the Import Costs and obtain possession of the Prepaid Inventory. After receiving funding from Clearflow, the Receiver paid the Import Costs and arranged for the Prepaid Inventory to be delivered to the Premises. Accordingly, to date, the Receiver has issued one Receiver’s Certificate on October 26, 2020, in the amount of \$70,983.74 to Clearflow, pursuant to the Receivership Order.
164. Upon receipt of the Prepaid Inventory, the Receiver conducted an inventory count of the Prepaid Inventory to ensure that what was received matched what Trigger had paid to the supplier. The Receiver did not note any discrepancies.
165. Mr. Gdak advised that there were numerous other significant prepaid orders from other suppliers, however despite the Receiver’s numerous requests for Mr. Gdak to provide details of the other prepaid orders, no further information has been provided by Mr. Gdak to the Receiver.
166. The Receiver made arrangements with the Chief Firearms Office to attend at the Premises to conduct a full inventory count of all restricted firearms. While certain discrepancies were initially noted, they were subsequently cleared.
167. The Receiver thereafter engaged an expert in firearms inventory counts to assist the Receiver in conducting a full inventory count of all non restricted firearms. The inventory listing provided by Mr. Gdak was updated to reflect the actual inventory at the Premises.

The Inventory Sales Process

168. The Receivership Order authorizes the Receiver to market for sale the Property, which includes inventory owned by Trigger (the “**Inventory**”). Therefore, the Receiver conducted a sales process to identify qualified purchasers for the inventory (the “**Sale Process**”).
169. The Receiver first requested that a liquidator provide a proposal to liquidate the inventory by selling it to Trigger’s existing customers. After reviewing the inventory and the customers list and consulting with former Trigger sale persons, the liquidator submitted a proposal which contemplated a three-month liquidation sale from the Premises and provided estimated gross and net proceeds from the sale.
170. After considering the proposal and consulting with Clearflow, the Receiver determined that it would not proceed with the proposal, as a better outcome could likely be obtained by selling the inventory en bloc. Clearflow supported the Receiver’s decision to reject the liquidator’s proposal.
171. The Receiver separated Trigger’s inventory into the following parcels (the “**Parcels**” and individually a “**Parcel**”):
 - a) ammunition;
 - b) archery;
 - c) handguns;
 - d) rifles;
 - e) surplus handguns and rifles;
 - f) parts; and
 - g) equipment.
172. The Receiver prepared a list of potential purchasers including:
 - a) parties who had participated in sale processes previously conducted by GTL in other receivership mandates;
 - b) parties that had contacted the Receiver to express an interest in the Inventory; and
 - c) the Debtors’ previous customers.
173. The Receiver prepared the following documents to support and advertise the Inventory and to advance the Sale Process:

- a) a notice of the Sale Process, which was published in the *National Post* on December 30, 2020 (the “**Notice of Sales Process**”);
- b) an introduction email highlighting the assets for sale, outlining the Sale Process and inviting recipients to express their interest in participating in the Sale Process (the “**Solicitation Email**”);
- c) an information memorandum (the “**Information Memorandum**”) describing the Inventory and the Sale Process in greater detail, which was made available to Prospective Bidders (as defined below);
- d) a form agreement of purchase and sale (the “**Template Sale Agreement**”); and
- e) an offer form (the “**Offer Form**”).

Copies of the Notice of Sale Process, the Solicitation Email, the Information Memorandum with the Offer Form and the Template Sale Agreement are attached hereto as **Appendix “32”**.

- 174. On December 22, 2020, the Receiver began contacting approximately 212 parties identified as potential purchasers, of which 105 requested a copy of the Information Memorandum (the “**Prospective Bidders**”).
- 175. The Sales Process allowed for Prospective Bidders to conduct due diligence over almost four weeks (the “**Due Diligence Period**”), with a deadline to submit offers on January 15, 2021 (the “**Offer Deadline**”).
- 176. The Receiver provided all Prospective Bidders with the opportunity to schedule a site visit to allow for the Prospective Bidders to tour the Premises and inspect the Inventory during the Due Diligence Period. Site visits were conducted by eleven Prospective Bidders.
- 177. The Receiver received twenty offers by the Offer Deadline. The Receiver allowed Prospective Bidders to submit offers for any single Parcel, or all Parcels. Offer submissions included the following:
 - a) seven offers for all of the Parcels;
 - b) twelve offers for a combination of Parcels; and
 - c) one offer to conduct a retail sale of the Parcels with on a commission basis;(collectively, the “**Offers**” and individually, an “**Offer**”). A summary of the Prospective Bidders and Offers are attached hereto as **Confidential Appendix “6”**.

178. The highest overall offer was for all of the Parcels made by Bullets & Broadheads Shooting Center Ltd. (the “**Inventory Purchaser**”). The Receiver contacted the Inventory Purchaser and requested to exclude certain Parcels, as there were other Prospective Bidders with higher offers on those Parcels. The Inventory Purchaser was however unwilling to allow the Receiver to remove any Parcels from their offer. The Receiver therefore negotiated an overall price increase with the Inventory Purchaser (the “**Purchase Price**”), which the Receiver believes is the highest price that can be obtained for the Inventory.
179. The Receiver and the Inventory Purchaser have entered into an Agreement of Purchase and Sale (the “**Inventory APS**”), which is subject to Court approval, a copy of which, redacted to remove the selling price, is attached hereto as **Appendix “33”**. An unredacted copy of the Sale Agreement is attached hereto as **Confidential Appendix “7”**. If the Court approves the proposed Inventory sale, the Receiver proposes to complete the sale to the Inventory Purchaser in accordance with the Inventory APS (the “**Inventory Transaction**”).
180. As part of its dealings with the Inventory Purchaser, the Receiver ascertained that the Inventory Purchaser currently owes the Debtors the aggregate amount of \$12,000 (the “**Inventory Purchaser AR**”). In connection with the Inventory Transaction as contemplated in the Inventory APS, the Inventory Purchaser requested that the Inventory Purchaser AR be released upon the completion of the Inventory Transaction in exchange for the Inventory Purchaser releasing and discharging the Receiver and the Debtors from any and all claims, demands or obligations which the Inventory Purchaser has or hereafter may have against the Receiver or the Debtors. On account of the value to be obtained from the Inventory Transaction, the Receiver has agreed to such release of the Inventory Purchaser AR.
181. The Sale Process conducted by the Receiver has been robust with an extensive reach to the primary industry players. The Purchase Price is substantially higher than any other bid received and the Inventory Transaction contemplates the sale of all of the Inventory and not only specific and isolated Parcels.
182. The Receiver has advised Clearflow, which is the Debtors’ primary secured creditor, of the Purchase Price and Clearflow supports the Inventory Transaction.
183. Given the foregoing, the Receiver respectfully requests that this Court issue an order approving the Inventory Transaction and authorizing and directing the

Receiver to complete the Inventory Transaction and vesting the Debtors' right, title and interest in and to the Inventory, in the Inventory Purchaser, free and clear of all claims and encumbrances.

ACCOUNTS RECEIVABLE COLLECTIONS

184. The Receiver obtained an accounts receivable ("**AR**") listing from Quickbooks which shows amounts owing to Trigger from customers totalling \$1,510,458.14.
185. Mr. Gdak advised the Receiver that Trigger did not maintain accurate accounting records in Quickbooks and that the AR in Quickbooks was not accurate.
186. The Receiver also obtained an AR listing from Clearflow totalling \$64,074,2258.69 (the "**Clearflow AR Listing**"), which Clearflow advised represented the accounts receivable that Clearflow had factored.
187. Mr. Gdak advised the Receiver that none of the AR on the Clearflow AR Listing were owing from customers.
188. Mr. Gdak provided the Receiver with an AR listing which was prepared in Excel showing \$1,411,812.20 owing from customers, of which \$467,738.44 was identified as being on consignment. Mr. Gdak advised that these were the only amounts owing from customers. It therefore appears that the actual amount owing from Trigger customers is \$944,073.76 from 196 customers (the "**Trigger AR**").
189. The Receiver obtained invoices in support of the Trigger AR from Quickbooks, sent letters to all customers signifying the AR balances and requiring that customers remit payment to the Receiver.
190. Clearflow offered to assist the Receiver in responding to responses from customers. Therefore, the Receiver directed the customers to contact Clearflow with any questions. While Clearflow was authorized by the Receiver to speak with customers, the Receiver retained all decision making authority.
191. Many customers have disputed the amount owing according to the Trigger AR for reasons including, invoices having already been paid and inventory being on consignment. The Receiver has investigated each dispute and has adjusted the Trigger AR where appropriate.

192. As of January 31, 2021, the Receiver has collected AR totalling \$274,294.71 and approximately \$669,779.05 remains outstanding. The Receiver's continues its efforts to collect these outstanding amounts.

ACTIVITIES OF THE RECEIVER

193. Since its appointment, the Receiver's activities have included matters not otherwise described in the First Report and the Second Report, including, but not limited to:
- a) Preparing the First Report and Second Report to Court;
 - b) Securing and insuring the Property, as defined in the Receivership Order;
 - c) Freezing bank accounts of the Debtors and reviewing the bank account activity;
 - d) Collecting the AR balance from customers;
 - e) Making arrangements with Ford Canada to sell two leased Ford-150 pickup trucks;
 - f) Selling a 2004 GMC T6500 truck VIN 1GDJ6F1394F507895 owned by Trigger for \$4,670 net of selling costs; and
 - g) Corresponding with the Chief Firearms Office on regulations relating to the firearms.

APPROVAL OF PROFESSIONAL FEES

194. The Receiver and its counsel have maintained detailed records of their professional fees.
195. Pursuant to paragraph 27 of the Receivership Order, the Receiver and its counsel shall be paid their reasonable fees and disbursements and a charge was granted on the Property (as defined in the Receivership Order), as security for such fees and disbursements.
196. The total fees and disbursements of the Receiver from November 1, 2020 to January 31, 2021 amount to \$336,008.87 inclusive of disbursements and HST and are more particularly described in the affidavit of Jacob Wiebe sworn February 12, 2021, a copy of which is attached hereto as **Appendix "34"**.
197. The total fees and disbursements of the Receiver's counsel, BLG, from November 1, 2020 to January 31, 2021 amount to \$229,791.31 inclusive of

disbursements and HST and are more particularly described in the affidavit of Christine Mason sworn February 4, 2021, a copy of which is attached hereto as **Appendix “35”**.

198. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP

199. The interim statement of receipts and disbursements of the Interim Receiver and Receiver as at February 11, 2021 (the “**SRD**”, is attached hereto as **Appendix “36”**.

CONFIDENTIAL APPENDICES

200. The Receiver believes that the Confidential Appendices should remain sealed until further order of the Court, as the information contained therein is commercially sensitive and could prejudice the sale of the Sea Ray and the Inventory. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver, which may impact the price that interested purchasers are willing to offer for the Sea Ray and the Inventory, should a transaction not close. Further, certain information is of a personal nature, which in the Receiver’s view, should not be disclosed.
201. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendices are sealed in this manner.

SUMMARY AND RECOMMENDATION

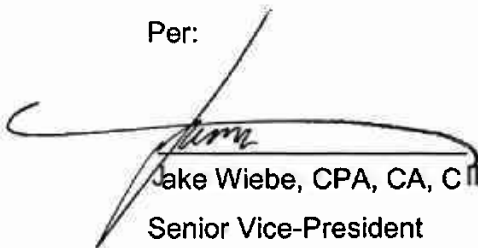
202. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the Orders sought, in respect of the relief set out in paragraph 11 of this Second Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

In its capacity as Court Appointed Interim Receiver and Receiver of Trigger Wholesale, Inc. The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. and Jaimee Gdak

Per:



Jake Wiebe, CPA, CA, CTRP, LIT

Senior Vice-President

CLEARFLOW
COMMERCIAL FINANCE
CORP.

and

TRIGGER WHOLESale,
INC., THE EN CADRE
GROUP INC., MARK
GDAK, JAIMEE LYNN
GDAK and JAIMAK REAL
PROPERTIES INC.

Applicant

Respondents

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

**SECOND REPORT OF THE
RECEIVER, GRANT THORNTON
LIMITED**

**BORDEN LADNER GERVAIS
LLP**

Barristers and Solicitors
East Tower, Bay Adelaide Centre
22 Adelaide St West #3400
Toronto, ON M5H 4E3

Roger Jaipargas

Tel: (416) 367-6266
Email: rjaipargas@blg.com
(LSO #43275C)

Doug Smith

Tel: (416) 367-6015
Email: DSmith@blg.com
(LSO No. 36915R)

Lawyers for Grant Thornton
Limited

Appendix 8

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule 40.01 of the *Rules of Civil Procedure*

SUPPLEMENTAL REPORT TO THE
SECOND REPORT OF THE RECEIVER

March 16, 2021



200 King Street West
11th Floor
Toronto, Ontario, M5H 3T4

TABLE OF CONTENTS

INTRODUCTION2

DISCLAIMER.....2

PURPOSE OF THIS REPORT3

SALE OF INVENTORY.....3

CONFIDENTIAL APPENDIX4

SUMMARY AND RECOMMENDATION.....5

INDEX OF APPENDICES

Appendix 1	Amending Agreement for the Inventory Sale (Redacted)
Confidential Appendix 1	Amending Agreement for the Inventory Sale

INTRODUCTION

1. This supplemental report (“**Supplemental Report**”) is filed by Grant Thornton Limited (“**GTL**”) in its capacity as the receiver (the “**Receiver**”) over the property, assets and undertakings of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”), as well as certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak (“**J. Gdak**”), pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.
2. The Receiver filed its second report to Court dated February 12, 2021 (the “**Second Report**”) in support of the Receiver’s request for various Orders, including an Approval and Vesting Order, approving the Inventory Transaction in connection with the sale of the Inventory and authorizing and directing the Receiver to complete the Inventory Transaction, and vesting in the Inventory Purchaser, all of the Debtors’ right, title and interest in and to the Inventory, free and clear of all encumbrances.
3. In accordance with the Court’s e-service protocol, all materials filed with the Court in this matter are available on the Receiver’s case website at www.GrantThornton.ca/TWI.

DISCLAIMER

4. In preparing this Supplemental Report, the Receiver has reviewed certain unaudited financial information and certain financial information related to the Debtors. While the Receiver has performed a preliminary review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards (“**GAAS**”) or International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.
5. This Supplemental Report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to approve

the relief sought by the Receiver. Accordingly, the reader is cautioned that this Supplemental Report may not be appropriate for any other purpose.

6. All references to dollar amounts in this Supplemental Report are in Canadian currency, unless otherwise noted.

PURPOSE OF THIS SUPPLEMENTAL REPORT

7. The purpose of this Supplemental Report is to provide information to the Court which has arisen subsequent to the Receiver completing the Second Report and to support the form of Approval and Vesting Order sought by the Receiver in connection with the Inventory Transaction.
8. Capitalized terms not defined in this Supplemental Report shall have the meanings ascribed thereto in the Second Report.

SALE OF INVENTORY

9. In the Second Report, the Receiver described the sales process in respect of the Inventory, which resulted in the Receiver and the Inventory Purchaser entering into the Inventory APS, in the form attached as Appendix "33" to the Second Report.
10. Paragraph 2.08 of the Inventory APS provides that the Inventory Purchaser shall undertake a physical count of the Inventory prior to the Closing Date and in the event of a discrepancy, the Inventory Purchaser shall provide written notice of such discrepancy to the Receiver prior to the Closing Date.
11. The Parties agreed that, in the event of such discrepancy, the Purchase Price would be adjusted on a proportionate basis (based on the percentage difference and the portion of the Purchase Price allocated to the relevant Purchased Assets), or in such other manner as the Parties may agree.
12. The Inventory Purchaser conducted a physical count of the Inventory between March 1, 2021 and March 5, 2021, in the presence of the Receiver.

13. On March 12, 2021 the Inventory Purchaser advised the Receiver of discrepancies between the count results and the listing of Inventory attached to the Inventory APS.
14. The discrepancies noted by the Inventory Purchaser, included:
 - a) Certain ammunition quantities noting the number of cases on the inventory listing were in fact the number of boxes, which significantly reduced the quantity of ammunition;
 - b) Certain rifles having the incorrect model on the inventory listing, where the correct model was of lower value; and
 - c) Certain rifles being damaged, but not indicated as such on the inventory listing.
15. The Receiver and the Inventory Purchaser have reached an agreement whereby the selling price has been reduced and certain firearms which were being used by Trigger for parts (the “**Service Firearms**”), which were not included in the Inventory APS, are now included in the sale. The Service Firearms were of nominal value. An Amending Agreement, amending the Inventory APS has been prepared, a copy of which, redacted to remove the selling price, is attached hereto as **Appendix “1”**. An unredacted copy of the Amending Agreement is attached hereto as **Confidential Appendix “1”**.

CONFIDENTIAL APPENDICES

16. The Receiver believes that the Confidential Appendix should remain sealed until further order of the Court, as the information contained therein is commercially sensitive and could prejudice the sale of the Inventory. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver, which may impact the price that interested purchasers are willing to offer for the Inventory, should a transaction not close.
17. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendix is sealed in this manner.

SUMMARY AND RECOMMENDATION

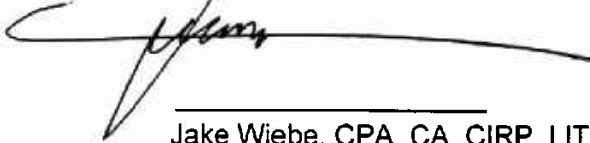
18. Based on the foregoing, the Receiver requests that the Court issue the Approval and Vesting Order in respect of the Inventory Transaction, in the form filed with the Court.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

*In its capacity as Court Appointed Interim Receiver and Receiver
of Trigger Wholesale, Inc. The En Cadre Group Inc.
and certain real property owned by each of
Jaima Real Properties Inc. and Jaimee Gdak*

Per:



Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice-President

CLEARFLOW
COMMERCIAL FINANCE
CORP.

and

TRIGGER WHOLESALE,
INC., THE EN CADRE
GROUP INC., MARK
GDAK, JAIMEE LYNN
GDAK and JAIMAK REAL
PROPERTIES INC.

Applicant

Respondents

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

**SUPPLEMENTAL REPORT TO
THE SECOND REPORT OF THE
RECEIVER, GRANT THORNTON
LIMITED**

**BORDEN LADNER GERVAIS
LLP**

Barristers and Solicitors
East Tower, Bay Adelaide Centre
22 Adelaide St West #3400
Toronto, ON M5H 4E3

Roger Jaipargas

Tel: (416) 367-6266
Email: rjaipargas@blg.com
(LSO #43275C)

Doug Smith

Tel: (416) 367-6015
Email: DSmith@blg.com
(LSO No. 36915R)

Lawyers for Grant Thornton
Limited

Appendix 9

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

THE HONOURABLE	)	WEDNESDAY, THE 17TH
	)	
MADAM JUSTICE DIETRICH	)	DAY OF MARCH, 2021

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant



-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

**APPROVAL AND VESTING ORDER
(Inventory)**

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") for an order approving the sale transaction (the "**Inventory Transaction**") contemplated by an agreement of purchase and sale (the "**Inventory APS**") between the Receiver and Bullets & Broadheads Shooting Center Ltd. (the "**Inventory Purchaser**") dated February 11, 2021 and appended to the second report of the Receiver dated February 12, 2021 (the "**Second Report**") and the amending agreement dated March 16, 2021 (the "**Amending Agreement**") appended to the supplemental report to the

Second Report dated March 16, 2021 (the "**Supplemental Report**"), and vesting in the Inventory Purchaser the Debtors' right, title and interest in and to the assets described in the Inventory APS, as amended by the Amending Agreement (the "**Inventory**"), was heard via Zoom videoconference due to the COVID-19 pandemic.

ON READING the Second Report and the Supplemental Report and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp. and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Mariela Adriana Gasparini sworn February 12, 2021 filed:

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

2. **THIS COURT ORDERS AND DECLARES** that the Inventory Transaction is hereby approved, and the execution of the Inventory APS as amended by the Amending Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Inventory Transaction and for the conveyance of Inventory to the Inventory Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Inventory Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Inventory described in the Inventory APS as amended by the Amending Agreement and listed on Schedule B hereto shall vest absolutely in the Inventory Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Gilmore dated October 13, 2020; (ii) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated October

22, 2020 (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Inventory are hereby expunged and discharged as against the Inventory.

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

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

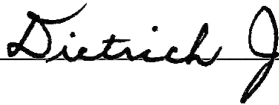
6. **THIS COURT ORDERS** that, notwithstanding:

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

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

provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

_____

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20-00649154-00CL

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule 40.01 of the *Rules of Civil Procedure*

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (the "**Court**") dated October 13, 2020, Grant Thornton Limited ("**GTL**") was appointed as the interim receiver (the "**IR**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Honourable Mr. Justice McEwen dated October 22, 2020, GTL was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of the Debtors and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak.

C. Pursuant to an Order of the Court dated March 17, 2021, the Court approved the sale transaction (the "**Inventory Transaction**") contemplated by the agreement of purchase and sale made as of February 11, 2021 (the "**Inventory APS**") as amended by the amending agreement dated March 16, 2021 (the "**Amending Agreement**") between the Receiver and Bullets & Broadheads Shooting Center Ltd. (the "**Inventory Purchaser**") and provided for the vesting in the Inventory Purchaser of the Debtors’ right, title and interest in

and to the Inventory, which vesting is to be effective with respect to the Inventory upon the delivery by the Receiver to the Inventory Purchaser of a certificate confirming (i) the payment by the Inventory Purchaser of the Purchase Price for the Inventory; (ii) that the conditions to Closing as set out in sections 7, 8 and 9 of the Inventory APS as amended by the Amending Agreement have been satisfied or waived by the Receiver and the Inventory Purchaser; and (iii) the Inventory Transaction has been completed to the satisfaction of the Receiver.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Inventory APS as amended by the Amending Agreement.

THE RECEIVER CERTIFIES the following:

1. The Inventory Purchaser has paid and the Receiver has received the Purchase Price for the Inventory payable on the Closing Date pursuant to the Inventory APS as amended by the Amending Agreement;
2. The conditions to Closing as set out in sections 7, 8 and 9 of the Inventory APS as amended by the Amending Agreement have been satisfied or waived by the Receiver and the Inventory Purchaser; and
3. The Inventory Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Grant Thornton Limited, in its capacity as
Receiver of the undertaking, property and
assets of the Debtors and certain real
property and not in its personal capacity**

Per: _____
Name:
Title:

**Schedule B – Purchased Assets
(Inventory)**

(see attached)

SCHEDULE 1							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Ammunition	Black Hills	Black Hills Ammunition	D40N120: D40N120-B	Ammunition	Black Hills Ammunition, USA, New Pistol, .40 S&W, 155gr, JHP, Brass, Non-Corrosive, 1150 fps, 20rd Box.	540	
Ammunition	Black Hills	Black Hills Ammunition	D45N120: D45N120-B	Ammunition	Black Hills Ammunition, USA, New Pistol, .45ACP, 200gr, Match Semi-Wadcutter, Brass, Non-Corrosive, 875 fps, 20rd Box.	580	
Ammunition	Black Hills	Black Hills Ammunition	D45N120: D45N120-B	Ammunition	Black Hills Ammunition, USA, New Pistol, .45ACP, 200gr, Match Semi-Wadcutter, Brass, Non-Corrosive, 875 fps, 20rd Box.	480	
Ammunition	Black Hills	Black Hills Ammunition	D9N120: D9N120-B	Ammunition	Black Hills Ammunition, USA, New Pistol, 9mm Luger, 115gr, FMJ, Brass, Non-Corrosive, 1150 fps, 20rd Box.	460	
Ammunition	Black Hills	Black Hills Ammunition	M223N15: M223N15-B	Ammunition	Black Hills Ammunition, USA, New Rifle, .223 Rem, 36gr, Varmint Grenade, Brass, Non-Corrosive, 3750 fps, 50rd Box.	36	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 820708	Ammunition	CLEVER, ITALY, AMMUNITION, 12GA, T2, #8	8	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 830304	Ammunition	CLEVER, ITALY, AMMUNITION, 16GA, T3, #4	35	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 930507	Ammunition	CLEVER, ITALY, AMMUNITION, 24GA, T3, #7	24	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 930407	Ammunition	CLEVER, ITALY, AMMUNITION, 24GA, T3, #7	6	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 370375	Ammunition	CLEVER, ITALY, AMMUNITION, 410CAL, #7.5	6	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 830175	Ammunition	CLEVER, ITALY, AMMUNITION, 410CAL, #7.5	4	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 831107	Ammunition	CLEVER, ITALY, AMMUNITION	18	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 831907	Ammunition	CLEVER, ITALY, AMMUNITION	16	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 830404	Ammunition	CLEVER, ITALY, AMMUNITION, 20GA	22	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 831799	Ammunition	CLEVER, ITALY, AMMUNITION, 16 GA	3	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 810275	Ammunition	CLEVER, ITALY, AMMUNITION, 28GA, #7.5	60	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 842200	Ammunition	CLEVER, ITALY, AMMUNITION, 12GA, 0 BUCK	1	Number of boxes/cases
Ammunition	Clever	Clever Italy	12GA2.75"	Ammunition	CLEVER, ITALY, AMMUNITION, 12GA, 2.75"	9	Number of boxes/cases
Ammunition	Clever	Clever Italy	12Ga2.75" T4 #2	Ammunition	CLEVER, ITALY, AMMUNITION, 12Ga, 2.75", T4 #2	14	Number of boxes/cases
Ammunition	Clever	Clever Italy	20GA3"T3 #7	Ammunition	CLEVER, ITALY, AMMUNITION, 20GA, 3", T3 #7	3	Number of boxes/cases
Ammunition	Clever	Clever Italy	SPORT STEEL 12GA #72.75"	Ammunition	CLEVER, ITALY, AMMUNITION, 12GA #7, 2.75"	11	Number of boxes/cases
Ammunition	Clever	Clever Italy	HIGH VELOCITY 12GA #42.75"	Ammunition	CLEVER, ITALY, AMMUNITION, 12GA #4, 2.75"	8	Number of boxes/cases
Ammunition	Clever	Clever Italy	HUNTING: 841471	Ammunition	Clever, Italy, Ammunition, 12GA, 2-3/4", 4BK (27 Bucks) Copper Plated, 35gr (1-1/4oz), Mirage Express Buckshot T4 4BK. 25rds/Box; 250rds/Case.	14	Number of boxes/cases
Ammunition	Clever	Clever Italy	HUNTING: 833102	Ammunition	Clever, Italy, Ammunition, Item # 833102, 12GA, 3.5", 39gr (1-3/8oz), 2 Steel Shot, Mirage Super Magnum Soft Steel Hunting T3. 25rds/Box; 200rds/Case.	1	Number of boxes/cases
Ammunition	Clever	Clever Italy	HUNTING: 833007	Ammunition	Clever, Italy, Ammunition, Item # 833007, 20GA, 3", 36gr (1-1/4oz), 7 Shot, Mirage Magnum 360 T3 20GA (Long Distance). 25rds/Box; 250rds/Case.	19	Number of boxes/cases
Ammunition	Clever	Clever Italy	HUNTING: 843004	Ammunition	Clever, Italy, Ammunition, Item # 843004, 12GA, 2-3/4", 42gr (0.96oz), 4 Shot, RVS La Tosca T4 (Long Distance) - Baby Magnum. 10rds/Box; 200rds/Case.	2	Number of boxes/cases

SCHEDULE 1							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Ammunition	Clever	Clever Italy	HUNTING: 820507	Ammunition	Clever Ammunition, Item # 820507, 12GA, 2-3/4", 30.5gr (1-1/10oz), #7 Shot, Mirage Lite Game T2 Dove & Quail, 1300 fps, 25rds/Box, 250rds/Case.	1	Number of boxes/cases
Ammunition	Clever	Clever Italy	SPORT: 940807	Ammunition	Clever, Italy, Ammunition, 12GA, 2-3/4", 24gr (7/8oz), #7 Steel Shot, H.P. Sport Steel, Pro Extra Mirage Soft Steel T4 Trap & Skeet, 1400 fps, 25rds/Box, 250rds/Case.	10	Number of boxes/cases
Ammunition	Clever	Clever Italy	HUNTING: 832307	Ammunition	Clever, Italy, Ammunition, Item # 832307, 12GA, 2-3/4", 34gr (1-3/16oz), 7 Shot, Mirage Spreader T3 Cross-Shaped Wad. 25rds/Box; 250rds/Case.	4	Number of boxes/cases
Ammunition	Clever	Clever Italy	HUNTING: 841607	Ammunition	Clever, Italy, Ammunition, Item # 841607, 12GA, 2-3/4", 36gr (1-1/4oz), 7 Shot, Mirage Royal Game T4 - Bior Wad. 25rds/Box, 250rds/Case.	20	Number of boxes/cases
Ammunition	Federal	Federal Ammunition	AE24375VP	Ammunition	FEDERAL AMMUNITION..CENTRE FIRE...243 WIN, 75 GR JHP..VARMINT / PREDATOR	3	Number of boxes/cases
Ammunition	Federal	Federal Ammunition	XM80CS	Ammunition	FEDERAL AMMUNITION..CENTRE FIRE...308 WIN / 7.62 X 51 MM NATO..149 GR FMJ 500..500 ROUNDS	1	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: GLBS202	Ammunition	Rio Ammunition, USA, Shotgun Shell, GLBS202. GAME LOAD BLUE STEEL 20 20ga. 2-3/4". 1,345fps. 7/8oz #2 RIO # R424.450.4373	35	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: GLBS203	Ammunition	Rio Ammunition, USA, Shotgun Shell, GLBS203. GAME LOAD BLUE STEEL 20 20ga. 2-3/4". 1,345fps. 7/8oz #3 GLBS203 AKA# R424.450.4353	22	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: GLBS204	Ammunition	Rio Ammunition, USA, Shotgun Shell, GLBS204. GAME LOAD BLUE STEEL 20 20ga. 2-3/4". 1,345fps. 7/8oz #4 RIO # R424.450.4323	8	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: GLBS205	Ammunition	Rio Ammunition, USA, Shotgun Shell, GLBS205. GAME LOAD BLUE STEEL 20 20ga. 2-3/4". 1,345fps. 7/8oz #5 RIO # R424.450.4303	43	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: GLBS206	Ammunition	Rio Ammunition, USA, Shotgun Shell, GLBS206. GAME LOAD BLUE STEEL 20 20ga. 2-3/4". 1,345fps. 7/8oz #7 GLBS206 AKA# R424.450.4273	16	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	GLBS: GLBS36BB	Ammunition	Rio Ammunition, USA, Shotgun Shell, GLBS36BB. GAME LOAD BLUE STEEL 36 12ga. 2-3/4". 1,350fps. 1-1/4oz # BB RIO # R236.450.1463	16	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBi323	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBi323. Rio Bismuth 32. 12ga. 2-3/4" - 1oz 1,350fps. MAX DR #3 RIO # R232.460.0360	1	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBi325	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBi325. Rio Bismuth 32. 12ga. 2-3/4" - 1oz 1,350fps. MAX DR #5 RIO # R242.460.0310	2	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBiMGN363	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBiMGN363. Rio Bismuth Magnum 36. 12ga. 3" - 1-1/4oz 1,350fps. MAX DR #3 RIO #R236.660.0366	2	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBiMGN365	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBiMGN365. Rio Bismuth Magnum 36. 12ga. 3" - 1-1/4oz 1,350fps. MAX DR #5 RIO #R236.660.0316	2	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBK12	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBK12. 12ga. ROYAL BRENNKE SLUG. 2-3/4". 1,410fps. Brenneke 1-1/8oz. 5rd per Box / 50 boxes per case. RIO# R299.400.8007	14	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM202	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM202. 20ga. ROYAL BLUESTEEL MGN - 3" - 1oz 1,400fps. MAX DR #2 RIO # R428.650.0376	3	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM203	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM203.20ga. ROYAL BLUESTEEL MGN - 3" - 1oz 1,400fps. MAX DR #3 RBSM203 AKA# R428.650.0356	46	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM204	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM204. .20ga. ROYAL BLUESTEEL MGN - 3" - 1oz 1,400fps. MAX DR #4 RIO # R424.650.0326	3	Number of boxes/cases

SCHEDULE 1							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM205	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM205. .20ga. ROYAL BLUESTEEL MGN - 3" - 1oz 1,400fps. MAX DR #5 RIO # R424.650.0306	48	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM322	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM322. .20ga. ROYAL BLUE STEEL 32 - 3" - 1-1/8oz 1,550fps. #2 RIO # R232.450.2373	9	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM323	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM323. 20ga. ROYAL BLUE STEEL 32 - 3" - 1-1/8oz 1,550fps. #3 RIO # R232.450.2353	148	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM325	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM325. ROYAL BLUE STEEL 32 - 3" - 1-1/8oz 1,550fps. #4 RIO # R232.450.2303	50	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RBSM: RBSM32BB	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM32BB. .20ga. ROYAL BLUE STEEL 32 - 3" - 1-1/8oz 1,550fps. #BB RIO # R232.450.2463	1	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM364	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM364. ROYAL BLUE STEEL 36 - 3" - 12GA. 1-1/4oz 1,400fps. #4 RIO # R236.450.2323	19	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM366	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM366. ROYAL BLUE STEEL 36 - 3" - 12GA. 1-1/4oz 1,400fps. #6 RBSM366 AKA# R240.450.1403	24	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM401	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM401. ROYAL BLUE STEEL 40 - 3" - 12GA. 1-3/8oz 1,300fps. #1, RIO # R240.450.1403	13	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RBSM: RBSM40BB	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM40BB. ROYAL BLUE STEEL 40 - 3" - 12GA. 1-3/8oz 1,300fps. BB RIO # R240.450.1463	3	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSSM404	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSSM404. SUPER MAGNUM ROYAL BLUE STEEL40 - 3.5" - 12GA. 1-3/8oz 1,550fps. #4 RIO # R240.850.0323	29	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RBSSM: RBSSM40BBB	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSSM40BBB. SUPER MAGNUM ROYAL BLUE STEEL - 3.5" - 12GA. 1-3/8oz 1,550fps. #BBB RIO # R240.850.0493	142	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSSM441	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSSM441. SUPER MAGNUM ROYAL BLUE STEEL - 3.5" - 12GA. #1< 44GR LOAD 1,300fps. #BB RBSSM441 AKA# R244.850.0403	23	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSSM443	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSSM443. SUPER MAGNUM ROYAL BLUE STEEL 44 - 3.5" - 12GA. 1-9/16oz 1,300fps. #3 RBSSM443 AKA# R244.850.0353	19	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RBSSM: RBSSM44BB	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSSM44BB. SUPER MAGNUM ROYAL BLUE STEEL 44 - 3.5" - 12GA. 1-9/16oz 1,300fps. #BB RBSSM44BB AKA# R244.850.0463	20	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RBSSM: RBSSM44BBB	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSSM44BBB. SUPER MAGNUM ROYAL BLUE STEEL 44 - 3.5" - 12GA. 1-9/16oz 1,300fps. #BBB RBSSM44BBB AKA# R244.850.0493	24	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC166	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC166. 16ga. 2-3/4. 1,300fps. 3 DR 1oz #6. RIO# R328.400.2270	19	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC1675	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC1675. 16ga. 2-3/4. 1,300fps. 3 DR 1oz #7.5. RIO# R328.400.2230	20	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC168	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC168. 16ga. 2-3/4. 1,300fps. 3 DR 1oz #8. RIO# R328.400.2220	35	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RC: RC205MGN	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC205MGN. 20 ga. Magnum 3" . 1,250fps. MAX DR 1-1/4oz #5 RIO# R436.600.0306	2	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC2075	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC2075. 20ga. FIELD 2-3/4. 1,250fps. 2-3/4 DR 1oz #7.5. RIO# R428.400.7230	1	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RC: RC2075MGN	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC2075MGN. 20 ga. Magnum 3" . 1,250fps. MAX DR 1-1/4oz #7.5. RIO# R436.600.0236	117	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC208	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC208. 20ga. FIELD 2-3/4. 1,250fps. 2-3/4 DR 1oz #8. RIO# R428.400.7220	12	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RC: RC208MGN	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC208MGN. 20 ga. Magnum 3" . 1,250fps. MAX DR 1-1/4oz #8. RIO# R436.500.0226	48	Number of boxes/cases

SCHEDULE 1							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC288	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC288. 28ga. 2-3/4. 1,300fps. MAX DR 3/4oz #8. RIO# R621.400.2220	2	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC289	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC289 28 GA. AKAC621.400.2200	88	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC368	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC368. 410. 2-1/2" 1,200fps. MAX DR 1/2oz # 8. RIO# R814.200.0220	98	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC369	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC369. 410. . 2-1/2". 1,200fps. MAX DR 1/2oz # 9. AKA C814.200.0200	142	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV166	Ammunition	Rio Ammunition, USA, Shotgun Shell, RCHV166.. 16 GA. AKA# C332.400.0270	24	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV1675	Ammunition	Rio Ammunition, USA, Shotgun Shell, RCHV1675.. 16 GA. #7.5. RCHV1675 AKA# C332.400.0230	25	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV168	Ammunition	Rio Ammunition, USA, Shotgun Shell, 16 GA. RCHV168 AKA#C332.400.0220	25	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV2875	Ammunition	Rio Ammunition, USA, Shotgun Shell, RCHV2875. 28ga. HIGH VELOCITY 2-3/4. 1,200fps. MAX DR 1oz #7.5 RIO# R628.400.0230	32	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV288	Ammunition	Rio Ammunition, USA, Shotgun Shell, RCHV288. 28ga. HIGH VELOCITY 2-3/4. 1,200fps. MAX DR 1oz #8 RIO# R628.400.0220	35	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV289	Ammunition	Rio Ammunition, USA, Shotgun Shell, RCHV289. 28ga. HIGH VELOCITY 2-3/4. 1,200fps. MAX DR 1oz #9 RCHV289 AKA C628.400.0200	15	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV369	Ammunition	Rio Ammunition, USA, Shotgun Shell, RCHV369.. 410. HIGH VELOCITY 3". 1,150fps. MAX DR 11/16oz #9. RCHV369 AKA# R819.600.0200	62	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCMGN204	Ammunition	Rio Ammunition, USA, Shotgun Shell, RCMGN204. 20 ga. Magnum 3" . 1,250fps. MAX DR 1-1/4oz #/4 RIO# R436.600.0326....AKA RC204MGN / RCMGN204	77	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RSL20	Ammunition	Rio Ammunition, USA, Shotgun Shell, RSL20. 20ga. Royal Star SLUG. 2-3/4". 1,360fps. STAR 24gr. 5rd per Box / 50 boxes per case (250 rds). RIO# R499.400.3007	22	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RT506	Ammunition	Rio Ammunition, USA, Shotgun Shell, RT506. ROYAL TURKEY 50. 12ga. 3". 1,260fps. MAX DR 1-3/4oz # 6 RIO # R250.600.2279	27	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: ST2475	Ammunition	Rio Ammunition, USA, Shotgun Shell, ST2475 12 GA. AKA#R224.400.1230	20	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: ST248	Ammunition	Rio Ammunition, USA, Shotgun Shell, ST248 12 GA. AKA#C224.400.1230	172	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TLS328	Ammunition	Rio Ammunition, USA, Shotgun Shell, TLS328. SPORTING -32, 12ga. 2 3/4", 1,200fps 3 Dr 1-1/8 OZ # 8. RIO# R232.402.5220	10	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TLSK249	Ammunition	Rio Ammunition, USA, Shotgun Shell, TLSK249. SKEET - 24. 12 ga. 2 3/4", 1,315 fps, MAX Dr. 7/8 oz # 9. RIO# R224.410.5200	15	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TLT248	Ammunition	Rio Ammunition, USA, Shotgun Shell, TLT248. Target Load Shotshell Line, 12ga, 7/8oz, Target Load, #8 Shot, 2-3/4", 1340fps, 250rd Case (10-25rd Boxes). RIO# R224.400.4220	112	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TS288	Ammunition	Rio Ammunition, USA, Shotgun Shell, TS288. TOP SPORTING - 28, 12ga. 2 3/4", 1,280 fps 3 Dr 1 oz #8. RIO# R228.400.7220	30	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TT2075	Ammunition	Rio Ammunition, USA, Shotgun Shell, TT2075. TOP TARGET 20ga. 2-3/4. 1,250 FPS, 1/2 dr 7/8oz, # 7.5. RIO # R424.400.2230	9	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TT209	Ammunition	Rio Ammunition, USA, Shotgun Shell, TT209. TOP TARGET 20ga., 2 3/4", 1,250fps, 2-1/2DR 7/8 oz # 9. RIO# R424.400.2200	3	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TT3275	Ammunition	Rio Ammunition, USA, Shotgun Shell, TT3275. TOP TRAP - 32, 12ga., 2 3/4", 1,250 fps, HDCP 1-1/8oz, #7.5, RIO# R232.402.7230	3	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TT328	Ammunition	Rio Ammunition, USA, Shotgun Shell, TT328. TOP TRAP - 32, 12ga., 2 3/4", 1,250 fps, HDCP 1-1/8oz, #8. RIO # R232.402.7220	20	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCMGN208	Ammunition	Rio Ammunition, USA, Shotgun Shell: 20GA, #8	37	Number of boxes/cases

SCHEDULE 1							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: REHV288	Ammunition	Rio Ammunition, USA, Shotgun Shell: 12GA, #8	12	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: REHV328	Ammunition	Rio Ammunition, USA, Shotgun Shell: 12GA, #8	22	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV284	Ammunition	Rio Ammunition, USA, Shotgun Shell: 28GA,#4	8	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV286	Ammunition	Rio Ammunition, USA, Shotgun Shell: 28GA,#6	8	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: BG2875	Ammunition	Rio Ammunition, USA, Shotgun Shell: 12GA, #7.5	5	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: REHV2875	Ammunition	Rio Ammunition, USA, Shotgun Shell: 12GA, #7.5	11	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RTMGN504	Ammunition	Rio Ammunition, USA Shotgun Shell: 12GA,#4	15	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RTMGN505	Ammunition	Rio Ammunition, USA Shotgun Shell: 12GA,#4	11	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: REHV3275	Ammunition	Rio Ammunition, USA Shotgun Shell: 12GA, #7.5	15	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	CATALOGUE # U/K	Ammunition	Rio Ammunition, USA Shotgun Shell, 12GA, 2.75"	1	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC3675	Ammunition	Rio Ammunition, USA Shotgun Shell, 410 CAL, #4, 2.5"	5	Number of boxes/cases

SCHEDULE 2							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Archery	Martin	Damon Howatt	SCORPION RH-40LB, 50LB	Bow	SCORPION RH-40LB, 50LB	2	
Archery	Martin	Damon Howatt	MAMBA RH-35LB, 40LB, 50LB X2, 55LB	Bow	MAMBA RH-35LB, 40LB, 50LB X2, 55LB	5	
Archery	Martin	Damon Howatt	SUPER DIABLO RH-45LB, 50LB, 60LB	Bow	SUPER DIABLO RH-45LB, 50LB, 60LB	3	
Archery	Martin	Damon Howatt	SAVANNAH ULTRA LITE RH-40LB X2, 45LB, 50LB, 55LB; LH-40LB	Bow	SAVANNAH ULTRA LITE RH-40LB X2, 45LB, 50LB, 55LB; LH-40LB	6	
Archery	Martin	Damon Howatt	INDEPENDENCE RH-40LB, 45LB, 50LB X 3; LH-35LB	Bow	INDEPENDENCE RH-40LB, 45LB, 50LB X 3; LH-35LB	6	
Archery				Archery	FISH WHEELS WITH ARROWS	15	
Archery				Archery	FISH WHEELS WITH ARROWS - 60/BOX	2	
Archery				Archery	FLY FISHING WHEELS	40	
Archery	Martin	Damon Howatt	DH-BLACK-MAMBA 40-RH	Bow	Martin Archery Damon Howatt:DH-BLACK-MAMBA 40-RH	1	
Archery	Martin	Damon Howatt	DH-DIABLO-SUPER-ELITE 60-RH-40	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. HAND-CRAFTED EXCELLENCE...Damon Howatt DIABLO SUPER ELITE 60", 40lb draw weight, Right Hand..Smooth, stack-free draw & speed with zero hand shock. Slightly deflexed riser allowing for smooth feel & speed. Cont...	2	
Archery	Martin	Damon Howatt	DH-FREEDOM 60-RH-#0	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. MANEUVERABLE & LIGHTWEIGHT..Damon Howatt Black Mamba 58", 40lb draw weight, Right Hand..If you're looking for the quickest, lightest and most maneuverable traditional recurve on the market, you've made the rig...	1	
Archery	Martin	Damon Howatt	DH-FREEDOM	Bow	55-RH	1	
Archery	Martin	Damon Howatt	DH-FREEDOM	Bow	50-RH	1	
Archery	Martin	Damon Howatt	DH-FREEDOM	Bow	40-RH	3	
Archery	Martin	Damon Howatt	DH-HERITAGE	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. HAND-CRAFTED EXCELLENCE..Damon Howatt HERITAGE 66", 40lb draw weight, Right Hand..Longest of all the Traditional Bows..Beautiful mix of Shedua and Bubinga woods. Features a large riser and new comfort grip. Ha...	1	
Archery	Martin	Damon Howatt	DH-HIBRIDO 60-RH	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. HAND-CRAFTED ZEBRAWOOD..Damon Howatt HIBRIDO 60", 40lb draw weight, Right Hand..The Hibrido isn't just another recurve bow, it was designed from over 50+ years of refining the traditional art. The Hibrido is ...	1	
Archery	Martin	Damon Howatt	DH-HIBRIDO 35-RH	Bow	Martin Archery Damon Howatt:DH-HIBRIDO 35-RH	1	
Archery	Martin	Damon Howatt	DH-HIBRIDO 50-LH	Bow	Martin Archery Damon Howatt:DH-HIBRIDO 50-LH	1	
Archery	Martin	Damon Howatt	DH-HIBRIDO 40-RH	Bow	Martin Archery Damon Howatt:DH-HIBRIDO 40-RH	1	
Archery	Martin	Damon Howatt	DH-HIBRIDO 45-LH	Bow	Martin Archery Damon Howatt:DH-HIBRIDO 45-LH	1	
Archery	Martin	Damon Howatt	DH-HUNTER 55-RH	Bow	Martin Archery Damon Howatt:DH-HUNTER 55-RH	2	

SCHEDULE 2							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Archery	Martin	Damon Howatt	DH-HUNTER ANY/ANY SD 50#	Bow	Martin Archery Damon Howatt:DH-HUNTER 55-RH	1	
Archery	Martin	Damon Howatt	DH-INDEPENDENCE 52-RH	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. SHORT & LIGHT AS A FEATHER...Damon Howatt INDEPENDENCE 52", 30lb draw weight, Right Hand..With a 52" AMO, the Independence gives you a quick & snappy recurve that you can take anywhere. A stabilizer insert all...	1	
Archery	Martin	Damon Howatt	DH-MAMBA 40-RH	Bow	Martin Archery Damon Howatt:DH-MAMBA 40-RH	1	
Archery	Martin	Damon Howatt	DH-SAVANNAH	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. BEST-SELLING LONGBOW..Damon Howatt SAVANNAH 62", 55lb draw weight, Right Hand..In the few years since its introduction, the Savannah has become one of the best selling longbows of our long history. The name Sa...	2	
Archery	Martin	Damon Howatt	DH-SAVANNAH-STEALTH	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. SLEEK LOOK & SILENT OPERATION..Damon Howatt SAVANNAH STEALTH 62", 40lb draw weight, Right Hand..In the few years since its introduction, the Savannah has become one of the best selling longbows of our long his...	2	
Archery	Martin	Damon Howatt	DH-SAVANNAH-ULTRA 40-RH	Bow	Martin Archery Damon Howatt:DH-SAVANNAH-ULTRA 40-RH	1	
Archery	Martin	Damon Howatt	DH-SCORPION 40-RH	Bow	Martin Archery Damon Howatt:DH-SCORPION 40-RH	1	
Archery	Martin	Damon Howatt	DH-SLIVER	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. MANEUVERABLE & LIGHTWEIGHT..Damon Howatt SLIVER 54", 20lb draw weight, Right Hand..This downsized longbow was built with the younger archer in mind. Extremely lightweight, it is easy for small hands to hold an...	1	
Archery	Martin	Outdoors Compound	MA-ADX 7-65LB-GRY AMERICAN-BLK-BLK	Bow	Martin Outdoors Compound:MA-ADX 7-65LB-GRY AMERICAN-BLK-BLK	2	
Archery	Martin	Outdoors Compound	MA-ADX 7-65LB-EDGE-EDGE BLK	Bow	Martin Outdoors Compound:MA-ADX 7-65LB-EDGE-EDGE BLK	2	
Archery	Martin	Outdoors Compound	MA-ADX 7-65LB-GRY EDGE-BLK-BLK	Bow	Martin Outdoors Compound:MA-ADX 7-65LB-GRY EDGE-BLK-BLK	3	
Archery	Martin	Outdoors Compound	MA-ADX 7-70LB-GRY EDGE-GRY-BLK	Bow	Martin Outdoors Compound:MA-ADX 7-70LB-GRY EDGE-GRY-BLK	1	
Archery	Martin	Outdoors Compound	MA-ADX 28 ANY/ANY	Bow	Martin Outdoors Compound:MA-ADX 7-65LB-GRY EDGE-BLK-BLK	1	
Archery	Martin	Outdoors Compound	MA-ADIX 60# ANY/ANY	Bow	Martin Outdoors Compound:MA-ADIX	1	
Archery	Martin	Outdoors Compound	MA-ADIX 30 EX/EX 60#	Bow	Martin Outdoors Compound:MA-ADIX	1	
Archery	Martin	Outdoors Compound	MA-ANAX-38-SD-60LB-WHT-GRY	Bow	Martin Outdoors Compound:MA-ANAX-38-SD-60LB-WHT-GRY	2	
Archery	Martin	Outdoors Compound	MA-ANAX-38-SD-60LB-GRN-BLK	Bow	Martin Outdoors Compound:MA-ANAX-38-SD-60LB-GRN-BLK	1	

SCHEDULE 2							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Archery	Martin	Outdoors Compound	MA-ANAX-38-LD-65LB-AMERICAN-WHT-BLK	Bow	Martin Outdoors Compound:MA-ANAX-38-LD-65LB-AMERICAN-WHT-BLK	1	
Archery	Martin	Outdoors Compound	MA-ANAX-38-LD-65LB-GRN-GRY	Bow	Martin Outdoors Compound:MA-ANAX-38-LD-65LB-GRN-GRY	1	
Archery	Martin	Outdoors Compound	MA-ANAX-38-LD-65LB-GRN-BLK	Bow	Martin Outdoors Compound:MA-ANAX-38-LD-65LB-GRN-BLK	1	
Archery	Martin	Outdoors Compound	MA-ANAX-3D-SD-60LB-RED-BLK-BLK	Bow	Martin Outdoors Compound:MA-ANAX-3D-SD-60LB-RED-BLK-BLK	2	
Archery	Martin	Outdoors Compound	MA-ANAX-3D-SD-60LB-BLK-GRY-BLK	Bow	Martin Outdoors Compound:MA-ANAX-3D-SD-60LB-BLK-GRY-BLK	1	
Archery	Martin	Outdoors Compound	MA-ANAX-3D-LD-65LB-GRN-BLK	Bow	Martin Outdoors Compound:MA-ANAX-3D-LD-65LB-GRN-BLK	1	
Archery	Martin	Outdoors Compound	MA-ANAX-3D-LD-65LB-WHT-BLK	Bow	Martin Outdoors Compound:MA-ANAX-3D-LD-65LB-WHT-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	7-LD-BLK-GRY	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	7-LD-WHT-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	7-LD-GRN-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	7-LD-GRN-GRY	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	7-SD-BLK-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	7-SD-RED-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	7-SD-BLU-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	36-LD-RED-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	36-LD-RED-GRY	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	36-LD-WHT-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	36-SD-GRY-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	36-SD-BLK-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	36 ANY/ANY LD	1	
Archery	Martin	Outdoors Compound	MA-HUNTER-33-RH-50lb	Bow	Martin Archery - Martin OUTDOORS LLC, USA. HUNTER Series, READY TO SHOOT KIT..HUNTER 33, 33", 50lb draw weight, Right Hand. SD CAM..With the HELIX CAMs it is the smoothest drawing, fastest, lightest assembled ready-to-shoot bow on the market...Weights ...	1	

SCHEDULE 2							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Archery	Martin	Outdoors Compound	MA-HUNTER-70-BLK-BLK-BLK	Bow	Martin Outdoors Compound:MA-HUNTER-70-BLK-BLK-BLK	4	
Archery	Martin	Outdoors Compound	MA-HUNTER-70-BLK-EDGE BLK	Bow	Martin Outdoors Compound:MA-HUNTER-70-BLK-EDGE BLK	3	
Archery	Martin	Outdoors Compound	MA-MAXX-33-RH-60lb	Bow	Martin Archery - Martin OUTDOORS LLC, USA. MAXX Series - THE ULTIMATE SMOOTH SHOT..MAXX Sereis, 33.5", 60lb draw weight, Right Hand..Utilizes Dual Sync Cam Technology with String Stop for fine tuning to match your individual shooting style & draw lengt...	1	
Archery	Martin	Outdoors Compound	MA-MAXX-33-Any/ANY LD	Bow	Martin Outdoors Compound:MA-MAXX-33-ANY/ANY LD	1	
Archery	Martin	Outdoors Compound	MA-VYZION ANY/ANY SD	Bow	Martin Outdoors Compound:MA-VYZION	1	
Archery	Martin	Outdoors Compound	MA-REV-31-RH-70LB	Bow	Martin Outdoors Compound:MA-REV-31-RH-70LB	17	
Archery	Martin	Outdoors Compound	MA-REV-W/KINEX 70 BLK	Bow	Martin Outdoors Compound:MA-REV-W/KINEX RTS 70	1	
Archery	Martin	Outdoors Compound	MA-VYZION-31-RH	Bow	Martin Archery - Martin OUTDOORS LLC, USA. VYZION Series, The best Short Draw Carbon Value Bow...CARBON VYZION, 31 1/4", 50lb draw weight, Right Hand. SD CAM..Engineered to be one of the lightest short draw bows ever. It's only 3.3 lbs...Smooth drawing...	1	
Archery	Martin	Outdoors Compound	MA-ALDER	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. *** LEFT HAND ***..Recurve, ALDER Series, 54" / 25lb draw weight,..The Cypress Take-Down bow was created for the archer looking for an eye-catching Recurve. A beautiful zebrawood is used to highlight the dist...	2	
Archery	Martin	Outdoors Compound	MA-ALDER 54-LH-20	Bow	Martin Outdoors Recurve Takedown:MA-ALDER 54-LH-20	1	
Archery	Martin	Outdoors Compound	MA-ALDER	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. ..Recurve, ALDER Series, 54" / 20lb draw weight, Right Hand..The Cypress Take-Down bow was created for the archer looking for an eye-catching Recurve. A beautiful zebrawood is used to highlight the distinct Cy...	6	
Archery	Martin	Outdoors Compound	MA-ALDER	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. ..Recurve, ALDER Series, 54" / 25lb draw weight, Right Hand..The Cypress Take-Down bow was created for the archer looking for an eye-catching Recurve. A beautiful zebrawood is used to highlight the distinct Cy...	3	
Archery	Martin	Outdoors Compound	MA-APOLLO-SD-40	Bow	Martin Outdoors Recurve Takedown:MA-APOLLO-SD-40	1	
Archery	Martin	Outdoors Compound	MA-APOLLO-LD-60	Bow	Martin Outdoors Recurve Takedown:MA-APOLLO-LD-60	1	
Archery	Martin	Outdoors Compound	MA-CYPRESS 64-LH-40	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. *** LEFT HAND ***..Recurve, CYPRESS Series, 64", 40lb draw weight, LEFT HAND..The Cypress Take-Down bow was created for the archer looking for an eye-catching Recurve. A beautiful zebrawood is used to highligh...	2	
Archery	Martin	Outdoors Compound	MA-POPLAR 66-LH-29	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. *** LEFT HAND ***..Recurve, POPLAR Series, 66" / 29lb draw..Martin Archery Poplar Takedown Recurve Bow..Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble ..Predrill...	7	
Archery	Martin	Outdoors Compound	MA-POPLAR 66-LH-35	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. *** LEFT HAND ***..Recurve, POPLAR Series, 66" / 35lb draw..Martin Archery Poplar Takedown Recurve Bow..Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble ..Predrill...	6	

SCHEDULE 2							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Archery	Martin	Outdoors Compound	MA-POPLAR 66-RH-29	Bow	Martin ARCHERY - Martin Outdoors LLC, USA...Takedown Recurve, POPLAR Series, 29lb draw, Right Hand...Martin Archery Poplar Takedown Recurve Bow..Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble ..Predrilled ...	26	
Archery	Martin	Outdoors Compound	MA-POPLAR 66-RH-35	Bow	Martin ARCHERY - Martin Outdoors LLC, USA...Takedown Recurve, POPLAR Series, 66" / 35lb draw, Right Hand...Martin Archery Poplar Takedown Recurve Bow..Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble ..Predr...	18	
Archery	Martin	Outdoors Compound	MA-WILLOW 62-LH-40	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. *** LEFT HAND ***..Takedown Recurve, WILLOW Series,62" / 40lb draw...Martin Archery WILLOW Takedown Recurve Bow...Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble	3	
Archery	Martin	Outdoors Compound	MA-WILLOW 62-LH-45	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. *** LEFT HAND ***..Takedown Recurve, WILLOW Series,62" / 45lb draw...Martin Archery WILLOW Takedown Recurve Bow...Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble	3	
Archery	Martin	Outdoors Compound	MA-WILLOW 62-RH-40	Bow	Martin ARCHERY - Martin Outdoors LLC, USA...Takedown Recurve, WILLOW Series,40lb draw, Right Hand...Martin Archery WILLOW Takedown Recurve Bow..Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble ..Predrilled ...	8	
Archery	Martin	Outdoors Compound	MA-WILLOW 62-RH-45	Bow	Martin ARCHERY - Martin Outdoors LLC, USA...Takedown Recurve, WILLOW Series,62" / 45lb draw, Right Hand...Martin Archery WILLOW Takedown Recurve Bow..Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble ..Predr...	2	
Archery	Martin	Outdoors Compound	MA-JAGUAR-REALTREE FISH 60-RH35	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. THE TOP SELLING TAKE-DOWN BOW...JAGUAR BOWFISHING SERIES, 60", 35lb draw weight, Right Hand, REALTREE FISHING FINISH..Bowfishing is an addictive sport. Martin has designed the Jaguar Bowfishing Edition to help...	1	
Archery	Martin	Outdoors Compound	MA-SABER-BLK 64-RH-29	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. FOR SMOOTH & QUIET SHOOTING...SABER ELITE 64", 29lb draw weight, Right Hand, BLACK FINISH..The Saber Elite take-down uses a durable riser equipped with the Thermal Elite grip. The vibration dampening grip work...	1	
Archery	Martin	Martin Dianna	MA-DIANNA W/KINEX RTS SD 50	Bow	Martin Outdoors Dianna	1	
Archery	Preeceville	Preeceville	MHP12-S185FX-19TR-15266	Bow	MHP12-S185FX-19TR-15266	1	
Archery	Preeceville	Preeceville	MHS12-S185-FX-19TR15710	Bow	MHS12-S185-FX-19TR15710	1	
Archery	Preeceville	Preeceville	MHS12-S28VR-FX-19TR-15913	Bow	MHS12-S28VR-FX-19TR-15913	1	
Archery	Preeceville	Preeceville	MHS12-S28VR-FX-19TR-15899	Bow	MHS12-S28VR-FX-19TR-15899	1	
Archery	Preeceville	Preeceville	MHS12-S28VR-FX-19TR-15896	Bow	MHS12-S28VR-FX-19TR-15896	1	
Archery	Preeceville	Preeceville	MHS12-S28VR-FX-19TR-15898	Bow	MHS12-S28VR-FX-19TR-15898	1	
Archery	SA Sports	SA Sports		Arrows	SA Sports Archery Arrows..USA / ARCHERY & ARCHERY ACCESSORIES	16	

SCHEDULE 2							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Archery	SA Sports	SA Sports	Red Dot - Accessories	Accessories	SA Sports Archery Red Dot..USA / ARCHERY & ARCHERY ACCESSORIES	6	
Archery	SA Sports	SA Sports	Compound Bow	Bow	SA Sports Compound Bow..USA / ARCHERY & ARCHERY ACCESSORIES	45	
Archery	SA Sports	SA Sports	Crossbow	Bow	SA Sports Crossbow..USA / ARCHERY & ARCHERY ACCESSORIES	1	
Archery	SA Sports	SA Sports	Recurve Bow	Bow	SA Sports Recurve Bow..USA / ARCHERY & ARCHERY ACCESSORIES	3	
Archery	SWAT	SWAT Broadheads	BLACK BAD KIT	Accessories	SWAT Broadheads, R.R.A.D. LLC., Made in the USA, Archery Accessory, ..BLACK BAND KIT - 9 PCS	14	
Archery	KINEX	KINEX	HUNTER SIGHT	Accessories	HUNTER SIGHT	1	
Archery			QUIVER	Accessories	QUIVER	1	
Archery			STABILIZER INCOMPLETE	Accessories	STABILIZER INCOMPLETE	1	
Archery	KSR	KSR	REST SERIES	Accessories	REST SERIES	1	
Archery			STABILIZERS WITH ACCESSORIES	Accessories	STABILIZERS WITH ACCESSORIES	40	
Archery	SA Sports	SA Sports	YOUTH BOWS	Bow	YOUTH BOWS	4	

SCHEDULE 3							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Handguns	Bul Ltd.	Bul Ltd.	BT-P-CH-FS-9mm	Handgun	Bul Ltd, Pistol, Semi-Auto, Model: Cherokee (FS), 9mm, 10/17rd, 113mm Barrel.	1	
Handguns	FMK Firearms	FMK Firearms	FMK-9C1G2-FAT-BR	Handgun	FMK Firearms, USA, Handgun, Semi-Auto, 9mm, 10rd, 4.2" Barrel, Single-Action (FAT), Striker Fired, Brick Red, Restricted.	2	
Handguns	FMK Firearms	FMK Firearms	FMK-9C1G2-FAT-PI	Handgun	FMK Firearms, USA, Handgun, Semi-Auto, 9mm, 10rd, 4.2" Barrel, Single-Action (FAT), Striker Fired, Pink, Restricted.	2	
Handguns	Grand Power	Grand Power	GP-K100-DEC	Handgun	K100, Decocker Model, Semi-Auto, 9mm, 108mm Barrel, 10rd Capacity.	1	
Handguns	High Standard	High Standard	TX1911A1	Handgun	Model 1911 A1, Fixed Sights, 5, 5, 7rds, 45ACP	1	
Handguns	Beretta	Beretta	Beretta 92	Handgun	SURPLUS; Beretta, Italy, Model 92, Handgun, Semi-Auto, 9mm, 10rd Capacity, 152mm Barrel, Restricted in Canada.	1	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	AKKA SILAH SANAYI	12GA	12GA LEVER ACTION 14" BARREL BLACK	Black	12GA LEVER ACTION 14" BARREL BLACK	9	
Rifles	AKKA SILAH SANAYI	12GA	12GA LEVER ACTION 14" BARREL	Rifle	12GA LEVER ACTION 14" BARREL	9	
Rifles	Aksa Arms Ltd.	XO6	AK-XO6-S28-28	Vent Rib	Aksa, Turkey, Shotgun, Over & Under, XO6, 28GA, 3", 2rd, Extractor, 28" Vent Rib Barrel, Walnut, 5 Chokes, White Chrome Finish.	3	
Rifles	Anatolian Defense	MLT2017	AK-MLT2017-BRZ	Bronze Cerakote	Anatolian Defense, Turkey, Shotgun, MLT2017, Semi, 12ga, 3", 2-5rd Mags, 18.5" Barrel, Bronze Cerakote Finish.	1	
Rifles	Anatolian Defense	20 GA BRONZE	BULLPUP SHOTGUN	Shotgun	20 GA BRONZE	6	
Rifles	Anatolian Defense	20GA BRONZE CAMO	BULLPUP SHOTGUN	Shotgun	20GA BRONZE CAMO	6	
Rifles	Anatolian Defense	20GA DIS GREY	BULLPUP SHOTGUN	Shotgun	20GA DIS GREY	7	
Rifles	Anatolian Defense	12GA GREY CAMO	BULLPUP SHOTGUN	Shotgun	12GA GREY CAMO	8	
Rifles	Anatolian Defense	12GA FDE TAN	BULLPUP SHOTGUN	Shotgun	12GA FDE TAN	1	
Rifles	Anatolian Defense	12GA ODE DIS	BULLPUP SHOTGUN	Shotgun	12GA ODE DIS	14	
Rifles	Anatolian Defense	12GA DIS RED	BULLPUP SHOTGUN	Shotgun	12GA DIS RED	1	
Rifles	Anatolian Defense	12ga	AK-MF12-BLK	Magazines (1-2Rd	Anatolian Defense, Turkey, Shotgun, Semi-Auto, 12ga, 3" (70/76mm) Chamber, 3 Box Magazines (1-2rd, 2-5rd), 20" (51cm) Barrel (Drilled 4140 Steel, Chrome Lined), 5-Screw In Chokes (F,IM,M,IC,SK), Polymer Case, Flip Up Sights, Manual, Warranty Card, Black Finish.	2	
Rifles	Armscor	M1600	51111	Rifle	M1600, 18.25", 10rds, 22LR, Threaded Barrel (1/2-28)	1	
Rifles	Armscor	RIA22	51127-BA	Rifle	RIA22 Barreled Action, 22LR, NO STOCK	1	
Rifles	CEO Guns	CKT	CEO-CKT-BLK-24	Barrel, 5 Chokes	CEO Guns, Turkey, Shotgun, CKT, Side by Side, 410ga, 3", 2rd, 24" Barrel, 5 Chokes, Walnut, Exposed, Black Finish.	16	2 Show guns, 2 defective guns
Rifles	CEO Guns	CKT	CEO-CKT-TIT-24	Barrel, 5 Chokes	CEO Guns, Turkey, Shotgun, CKT, Side by Side, 410ga, 3", 2rd, 24" Barrel, 5 Chokes, Walnut, Black w/ Titanium Fixtures.	36	
Rifles	CEO Guns	CKT	CEO-CKT-TIT-28		CEO GUNS TURKEY:CEO-SIDEBYSIDE:CEO-CKT-TIT-28	1	Show gun
Rifles	CEO Guns	CKT	CEO-CKT-TITBR-24	Rd, 24" Barrel	CEO Guns, Turkey, Shotgun, CKT British, Side by Side, 410ga, 3", 2rd, 24" Barrel, 5 Chokes, Walnut Stock (British), Exposed, Dbl Trigger, Black w/ Titanium Fixtures.	37	
Rifles	CEO Guns	CKT	CEO-CKT-TITBR-28		CEO GUNS TURKEY:CEO-SIDEBYSIDE:CEO-CKT-TITBR-28	1	Show gun
Rifles	CEO Guns	CKT	CEO-CKT-WHI-24	Barrel, 5 Chokes	CEO Guns, Turkey, Shotgun, CKT, Side by Side, 410ga, 3", 2rd, 24" Barrel, 5 Chokes, Walnut, Exposed, Silver Receiver w/ Black Fixtures.	2	Show gun
Rifles	Derya	12ga Sample	MK12 Sample	.Non-R	Derya, Turkey, Shotgun, Semi, 12ga, 5rd...Sample shotgun purchased dfrom Bulls Eye (London) to compare against F12 Typhoon...Non-Restricted firearm.	1	
Rifles	Hanic	L11B Lever Action	H-L11B-24	Stock, 24" Barrel	Hanic, Turkey, Shotgun, L11B, Lever Action, 410GA, 2.5", 8rd, Walnut Stock, 24" Barrel, Black Finish.	40	
Rifles	Hanic	Shotgun	H-L1Ti-24	Shotgun	HANIC SHOTGUN FACTORY:H-L1Ti-24	1	
Rifles	Hanic	Shotgun	H-L11P1	Shotgun	HANIC SHOTGUN FACTORY:H-L11P1	3	All show guns
Rifles	Hunt Group	FD12	FD12-BLK	Black Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Black Finish.	213	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Hunt Group	FD12	FD12-BLK-DIS	Distressed Black Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Distressed Black Finish.	55	
Rifles	Hunt Group	FD12	FD12-BRO	Bronze Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Bronze Finish.	2	Show gun
Rifles	Hunt Group	FD12	FD12-BRO-BLK	Bronze/Black Upper Lower Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Bronze Lower / Black Upper Finish.	16	
Rifles	Hunt Group	FD12	FD12-BRO-CRS	Bronze CRS Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Bronze CRS Finish.	31	
Rifles	Hunt Group	FD12	FD12-BRO-DIS	Distressed Bronze/Black Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Distressed Bronze/Black Finish.	22	
Rifles	Hunt Group	FD12	FD12-FDE	FDE/Black Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, FDE/Black Finish.	6	Show gun with no barrel
Rifles	Hunt Group	FD12	FD12-FDE-BLACK	FDE/Black lower Upper	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, FDE lower / Black Upper.	26	
Rifles	Hunt Group	FD12	FD12-FDE-CRS	FDE/Black Case	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, FDE/Black Camo.	33	
Rifles	Hunt Group	FD12	FD12-FDE-DIS	Distressed FDE Finish	Hunt Group, Final Defense, Turkey, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Distressed FDE Finish.	19	
Rifles	Hunt Group	FD12	FD12-GREY	Grey/Black Case	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Grey/Black Finish.	28	
Rifles	Hunt Group	FD12	FD12-GREY-BLACK	Grey/Black Upper Lower Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Grey Lower / Black Upper Finish.	26	
Rifles	Hunt Group	FD12	FD12-GREY-CRS	Grey/Black Case Camo	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Grey/Black Camo.	31	
Rifles	Hunt Group	FD12	FD12-GREY-DIS	Distressed Grey Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Distressed Grey Finish.	38	
Rifles	Hunt Group	FD12	FD12-MAX5	Realtree MAX5 Camo	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Realtree MAX5 Camo.	24	
Rifles	Hunt Group	FD12	FD12-ODG	OD Green/Black OD Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, OD Green/Black Finish.	1	Show gun
Rifles	Hunt Group	FD12	FD12-ODG-BLACK	OD Lower Black Upper Lower Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, OD Green Lower / Black Upper Finish.	29	
Rifles	Hunt Group	FD12	FD12-ODG-DIS	Distressed Green/Black OD Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Distressed OD Green/Black Finish.	14	
Rifles	Hunt Group	FD12	FD12-RED-DIS	Distressed Red/Black Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Distressed Red/Black Finish.	11	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Hunt Group	FD12	FD12-ODG-BLK	ODG Black Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, ODG Black Finish	32	
Rifles	Hunt Group	FD12	FD12-RED	Red Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Red Finish	30	
Rifles	Hunt Group	FD12	FD12-TIT-DIS	Distressed Titanium Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Distressed Titanium Finish	5	
Rifles	Hunt Group	MH12	MH12-BLK-FX-14	Black Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 10+2rds, 14" Barrel, Fixed Stock, 10 Chokes, Black Finish.	17	All show guns
Rifles	Hunt Group	MH12	MH12-BLK-PG-17		HUNT GROUP LTD, CO.:MH12 PUMP ACTION:MH12-BLK-PG-17	1	
Rifles	Hunt Group	MH12	MH12-BLK-PG-23	Black Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 16+2-rds, 23" Barrel, Pistol Grip Stock, 10 Chokes, Black Finish.	49	
Rifles	Hunt Group	MH12	MH12-DRE-FX-14	Distressed Red Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 10+2, 14" Barrel, Fixed Stock, 10 Chokes, Distressed Red Finish.	23	
Rifles	Hunt Group	MH12	MH12-DRE-FX-20	Distressed Red Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 14+2, 20" Barrel, Fixed Stock, 10 Chokes, Distressed Red Finish.	17	
Rifles	Hunt Group	MH12	MH12-DRE-M4-20	Distressed Red Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 14+2-rds, 20" Barrel, M4 Stock, 10 Chokes, Distressed Red Finish.	1	
Rifles	Hunt Group	MH12	MH12-DRE-PG-17	Distressed Red Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 12+2-rds, 17" Barrel, Pistol Grip Stock, 10 Chokes, Distressed Red Finish.	24	
Rifles	Hunt Group	MH12	MH12-DRE-PG-20	Distressed Red Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 14+2-rds, 20" Barrel, Pistol Grip Stock, 10 Chokes, Distressed Red Finish.	4	
Rifles	Hunt Group	MH12	MH12-DRE-PG-23	Distressed Red Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 16+2-rds, 23" Barrel, Pistol Grip Stock, 10 Chokes, Distressed Red Finish.	24	
Rifles	Hunt Group	MH12	MH12-FDE-FX-14	FDE Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 10+2, 14" Barrel, Fixed Stock, 10 Chokes, FDE Finish.	1	
Rifles	Hunt Group	MH12	MH12-FDE-FX-20	FDE Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 14+2, 20" Barrel, Fixed Stock, 10 Chokes, FDE Finish.	21	
Rifles	Hunt Group	MH12	MH12-FDE-M4-14	FDE Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 10+2-rds, 14" Barrel, M4 Stock, 10 Chokes, FDE Finish.	4	
Rifles	Hunt Group	MH12	MH12-FDE-PG-17	FDE Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 12+2-rds, 17" Barrel, Pistol Grip Stock, 10 Chokes, FDE Finish.	16	
Rifles	Hunt Group	MH12	MH12-FDE-PG-23	FDE Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 16+2-rds, 23" Barrel, Pistol Grip Stock, 10 Chokes, FDE Finish.	19	
Rifles	Hunt Group	MH12	MH12-ODG-FX-14	ODG Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 10+2, 14" Barrel, Fixed Stock, 10 Chokes, ODG Finish.	17	
Rifles	Hunt Group	MH12	MH12-ODG-FX-20	ODG Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 14+2, 20" Barrel, Fixed Stock, 10 Chokes, ODG Finish.	20	
Rifles	Hunt Group	MH12	MH12-ODG-PG-17	ODG Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 12+2-rds, 17" Barrel, Pistol Grip Stock, 10 Chokes, ODG Finish.	24	
Rifles	Hunt Group	MH12	MH12-ODG-PG-23	ODG Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 16+2-rds, 23" Barrel, Pistol Grip Stock, 10 Chokes, ODG Finish.	25	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Hunt Group	MH12	MH12-BLK-FX-20	Black Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 14+2, 20" Barrel, Fixed Stock, 10 Chokes, Black Finish.	40	
Rifles	Hunt Group	MH12	MH12-BLK-PG-17	Black Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 12+2-rds, 17" Barrel, Pistol Grip Stock, 10 Chokes, Black Finish.	31	
Rifles	Hunt Group	MH-P	MHP12-S145-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 14.5" Barrel, 5 Chokes, Magpul-Style Stock & Forend (Black), Matte Black Finish.	1	
Rifles	Hunt Group	MH-P	MHP12-S145-M4	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 14.5" Barrel, 5 Chokes, M4 Stock & Short Forend (Black), Matte Black Finish.	1	Scuffed Barrel
Rifles	Hunt Group	MH-P	MHP12-S145-PG		HUNT GROUP LTD. CO.:MH-P PUMP-ACTION MAGFED:MHP12-S145-PG	1	
Rifles	Hunt Group	MH-P	MHP12-S185-PG		HUNT GROUP LTD. CO.:MH-P PUMP-ACTION MAGFED:MHP12-S185-PG	1	
Rifles	Hunt Group	MH-P	MHP12-S24-FX		HUNT GROUP LTD. CO.:MH-P PUMP-ACTION MAGFED:MHP12-S24-FX	9	
Rifles	Hunt Group	MH-P	MHP12-S24-PG	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 24" Barrel, 5 Chokes, PISTOL GRIP & Short Forend (Black), Matte Black Finish.	1	
Rifles	Hunt Group	MH-P	MHP12-S28VR-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 28" VR Barrel, 5 Chokes, Magpul-Style Stock & Short Forend (Black), Matte Black Finish.	28	
Rifles	Hunt Group	MH-P	MHP12-W145-BH	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 14.5" Barrel, 5 Chokes, Walnut Birds Head Stock & Short Forend, Matte Black Finish.	17	
Rifles	Hunt Group	MH-P	MHP12-W145-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 14.5" Barrel, 5 Chokes, Fixed Walnut Stock & Short Forend, Matte Black Finish.	12	
Rifles	Hunt Group	MH-P	MHP12-W185-BH	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 18.5" Barrel, 5 Chokes, Walnut Birds Head Stock & Short Forend, Matte Black Finish.	1	
Rifles	Hunt Group	MH-P	MHP12-W185-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 18.5" Barrel, 5 Chokes, Fixed Walnut Stock & Short Forend, Matte Black Finish.	12	1 Show gun
Rifles	Hunt Group	MH-P	MHP12-W24-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 24" Barrel, 5 Chokes, Fixed Walnut Stock & Forend, Matte Black Finish.	51	
Rifles	Hunt Group	MH-P	MHP12-W28VR-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 28" VR Barrel, 5 Chokes, Fixed Walnut Stock & Short Forend, Matte Black Finish.	33	
Rifles	Hunt Group	MH-P	MHP12-S24-FX		HUNT GROUP LTD. CO.:MH-P PUMP-ACTION MAGFED:MHP12-S24-FX	77	
Rifles	Hunt Group	MH-S	MHS12-S185-BH	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 18.5" Barrel, 5 Chokes, Synthetic Birds Head Grip & Forend, Matte Black Finish.	15	
Rifles	Hunt Group	MH-S	MHS12-S185-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 18.5" Barrel, 5 Chokes, Magpul-Style Stock & Forend, Matte Black Finish.	11	No Barrell
Rifles	Hunt Group	MH-S	MHS12-S185-M4	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 18.5" Barrel, 5 Chokes, M4 Stock & Forend, Matte Black Finish.	2	No Stock
Rifles	Hunt Group	MH-S	MHS12-S24-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 24" Barrel, 5 Chokes, Magpul-Style Stock & Forend, Matte Black Finish.	8	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Hunt Group	MH-S	MHS12-S24-PG	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 24" Barrel, 5 Chokes, PISTOL GIRP STOCK, SYNTHETIC Forend, Matte Black Finish.	3	
Rifles	Hunt Group	MH-S	MHS12-S28VR-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 28" VR Barrel, 5 Chokes, Magpul-Style Stock & Forend, Matte Black Finish.	37	
Rifles	Hunt Group	MH-S	MHS12-W185-BH	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 18.5" Barrel, 5 Chokes, Walnut Birds Head Grip & Forend, Matte Black Finish.	6	
Rifles	Hunt Group	MH-S	MHS12-W185-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 18.5" Barrel, 5 Chokes, Fixed Walnut Stock & Forend, Matte Black Finish.	18	1 Show gun
Rifles	Hunt Group	MH-S	MHS12-W24-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 24" Barrel, 5 Chokes, Fixed Walnut Stock & Forend, Matte Black Finish.	16	
Rifles	Hunt Group	MH-S	MHS12-W28VR-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 28" VR Barrel, 5 Chokes, Fixed Walnut Stock & Forend, Matte Black Finish.	25	
Rifles	Hunt Group	XO7	XO7-32	Walnut Stock	Hunt Group, Turkey, Shotgun, Over & Under, XO7, 410GA, 3", 2rd, 32" Vent Rib Barrel, Extractor System, 5 Chokes, Walnut Stock & Forend, Black Finish.	1	
Rifles	Hunt Group	XP1	XP1-12W-28	Walnut Stock	Hunt Group, Turkey, Shotgun, XP1, Pump, 12GA, 3", 4+1, 28" Vent Rib Barrel, 5 Chokes, Walnut Stock & Forend.	2	
Rifles	Hunt Group	XP2	XP2-12S-28	Synthetic Stock	Hunt Group, Turkey, Shotgun, XP2, Pump, 12GA, 3", 4+1, 28" Vent Rib Barrel, 5 Chokes, Synthetic Stock, Black Finish.	1	
Rifles	Hunt Group	XS1	XS1-12W-28	Walnut Stock	Hunt Group, Turkey, Shotgun, XS1, Semi, 12GA, 3", 4+1, 28" Vent Rib Barrel, 5 Chokes, Walnut Stock & Forend.	1	
Rifles	Hunt Group	XS2	XS2-12S-28	Synthetic Stock	Hunt Group, Turkey, Shotgun, XS2, Semi, 12GA, 3", 4+1, 28" Vent Rib Barrel, 5 Chokes, Synthetic Stock & Forend.	1	
Rifles	Hunt Group	XI1	XI1-28	Walnut Stock	Hunt Group, Turkey, Shotgun, Side By Side, 12GA, 70/76mm, 2rd Capacity, 28" Barrel (Chromed), Non-Ejector (Extractor) System, 5 Screw-In Chokes, Checkered Walnut Stock & Forend, 4140 Barrel, Steel Receiver, Silver Finish on Receiver, Brass Bead Sight...	3	
Rifles	Istanbul Arms	Impala Plus, Semi, 12ga	IMP120SS32	Synthetic Black Finish	Istanbul Silah, Turkey, Shotgun, Impala Plus, Semi (Inertia), 12ga, 3", 4+1, 32" Vent Rib Barrel, 5 - Invector Plus Chokes, Synthetic, Black Finish.	1	
Rifles	Istanbul Arms	Impala Plus, Semi, 12ga	IMP120WW24S	Walnut Stock	Istanbul Silah, Turkey, Shotgun, Model: IMP120WW24S, Impala Plus, 12GA, 3" (76mm), 4+1 Capacity, 24" Slug Vent Rib Barrel (61cm), Walnut Stock & Forend, Black Receiver, White Bolt, Rubber Recoil Pad, 5 Chokes, Brass Bead Sight, Clamp on Fibre Optic Sig...	10	
Rifles	Istanbul Arms	Impala Plus, Semi, 12ga	IMP120WW32	Walnut Stock	Istanbul Silah, Turkey, Shotgun, Model: IMP120WW28, Impala Plus, 12GA, 3" (76mm), 4+1 Capacity, 32" Vent Rib Barrel (71cm), Walnut Stock & Forend, Black Receiver, White Bolt, Rubber Recoil Pad, 5 Chokes, Brass Bead Sight, Clamp on Fibre Optic Sight, Sh...	1	
Rifles	Knight Rifles	Knight Rifles	MMT707SFG	Forest Green	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT707SFG..FOREST GREEN, STRAIGHT STOCK...50CAL, SS 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT707SNM	Nutmeg, West	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT707SNM..MMT NUTMEG...50CAL, SS 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT707SSG	Straight Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT707SSG..SHADOW GREY, STRAIGHT STOCK...50CAL, 27" SS FLUTED BARREL	2	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT707TFG	Thumbhole Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT707TFG..FOREST GREEN, THUMBHOLE STOCK...50CAL SS, 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT707TSG	Thumbhole Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT707TSG..SHADOW GREY, THUMBHOLE STOCK...50CAL, SS 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT757SFG	Straight Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT757SFG..FOREST GREEN, STRAIGHT STOCK...45CAL, 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT757SNM	Straight Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT757SNM..MMT NUTMEG...45CAL, SS 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT757SSG	Straight Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT757SSG..SHADOW GREY, STRAIGHT STOCK...45CAL, 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT757TFG	Thumbhole Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM #MMT757TFG..FOREST GREEN, THUMBHOLE STOCK...45CAL SS, 27" FLUTED 209 BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT757TNM	Thumbhole Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT757TNM..MMT NUTMEG,THUMBHOLE STOCK STOCK...45CAL, SS 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT757TSG	Thumbhole Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT757TSG..SHADOW GREY, THUMBHOLE STOCK...45CAL SS, 27" FLUTED 209 BARREL	3	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE707SFG	Forest Green	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE707SFG..FOREST GREEN, EXTREME...50CAL, SS 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE707SSG	Shadow Grey	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE707SSG..SHADOW GREY, EXTREME ...50CAL, SS 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE707TFG	Forest Green	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE707TFG..FOREST GREEN, EXTREME...50CAL SS, 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE707TNM	Mmt Nutmeg	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE707TNM..MMT NUTMEG...50CAL SS, 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE707TSG	Shadow Grey	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE707TSG..SHADOW GREY, EXTREME...50CAL SS, 27" FLUTED BARREL	4	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE757SFG	Forest Green	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE757SFG..FOREST GREEN, STRAIGHT STOCK...45CAL, 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE757SNM	Mmt Nutmeg	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE757SNM..MMT NUTMEG...45CAL, SS 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE757SSG	Rifle, Shadow	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE757SSG..RIFLE, SHADOW GREY, STRAIGHT STOCK...45CAL, 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE757TFG	Forest Green	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE757TFG..FOREST GREEN, EXTREME...45CAL, SS 27" FLUTED BARREL..FPJ	3	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE757TNM	Rifle, Mmt	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE757TNM..RIFLE, MMT NUTMEG...45CAL, SS 27" FLUTED BARREL	2	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE757TSG	Shadow Grey	Modern Muzzle Loading Inc., Knight Rifles, USA..ITEM # MMTE757TSG..SHADOW GREY, THUMBHOLE STOCK...45CAL, 27" FLUTED FPJ	3	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTW707TFG	Forest Green	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTW707TFG..FOREST GREEN, THUMBHOLE...50 CAL, WEST	3	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTW707TNM	Nutmeg, West	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTW707TNM..NUTMEG, WEST...50 CAL, SS 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTW707TSG	Shadow Grey	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTW707TSG..SHADOW GREY, THUMBHOLE...50 CAL, WEST	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MULE704B	The Ultra	Modern Muzzle Loading Inc., Knight Rifles, USA, ..MODEL # MULE704B..THE ULTRA-LITE SERIES..MOUNTAINEER, ULTRA-LITE...50 CAL, BLACK SS 24" BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MULE704T	The Ultra	Modern Muzzle Loading Inc., Knight Rifles, USA, ..MODEL # MULE704T..THE ULTRA-LITE SERIES..MOUNTAINEER, ULTRA-LITE...50 CAL, TAN SS 24" BARREL	1	
Rifles	Knight Rifles	Knight Muzzle	MBH706C	Composite, 50Cal, 26" Barrel, 1:28" Twist, Timney	Knight Rifles, USA, Bighorn..ITEM # MBH706C..Composite, 50Cal, 26" Barrel, 1:28" Twist, Timney Trigger, Straight Stock, Full Plastic Jacket.	7	
Rifles	Knight Rifles	Knight Muzzle	MBH706SXT	Barrel, 1:28" Twist	Knight Rifles, USA, Bighorn Realtree XTRA, ITEM # MBH706SXT..50Cal, 26" Barrel, 1:28" Twist, Timney Trigger, Straight Stock, Full Plastic Jacket.	6	
Rifles	Knight Rifles	Knight Muzzle	MBH726SXT	Trigger, Straight	Knight Rifles, USA, Bighorn Realtree XTRA, 52Cal, 26" Barrel, 1:26" Twist, Timney Trigger, Straight Stock, Full Plastic Jacket.	4	
Rifles	Knight Rifles	Knight Muzzle	MBHW706C	Composite	Knight Rifles, USA, Straight Westerns, Bighorn St West..ITEM # MBHW706C..Composite, 50Cal, 26" Barrel, 1:28" Twist, Timney Trigger, Straight Stock.	3	
Rifles	Knight Rifles	Knight Muzzle	MBHW706SMX	Realtree Max1, 50Cal	Knight Rifles, USA, Straight Westerns, Bighorn ..ITEM # MBHW706SMX..Realtree MAX1, 50Cal, 26" Barrel, 1:28" Twist, Timney Trigger, Straight Stock.	2	
Rifles	Knight Rifles	Knight Muzzle	MBH706TXT	Realtree Xtra	Knight Rifles, USA, Thumbhole Full Plastic Jacket, MBH706TXT, Bighorn Realtree XTRA, 50Cal, 26" 416 Stainless Barrel, 1:28" Twist, Timney Trigger, Thumbhole Stock.	4	
Rifles	Knight Rifles	Knight Muzzle	MBH726TXT	Realtree	Knight Rifles, USA, Thumbhole Full Plastic Jacket, Bighorn..ITEM # MBH726TXT..Realtree XTRA, 52Cal, 26" 416 Stainless Barrel, 1:26" Twist, Timney Trigger, Thumbhole Stock.	7	
Rifles	Knight Rifles	Knight Muzzle	MBHW706TMX	Realtree Max1, 50Cal	Knight Rifles, USA, Thumbhole Westerns, Bighorn ..ITEM # MBHW706TMX..Realtree MAX1, 50Cal, 25" 416 Stainless Barrel, 1:28" Twist, Timney Trigger, Thumbhole Stock.	2	
Rifles	Knight Rifles	Knight Muzzle	MBHW726TMX	Realtree Max1, 52Cal	Knight Rifles, USA, Thumbhole Westerns, Bighorn..ITEM # MBHW726TMX..Realtree MAX1, 52Cal, 25" 416 Stainless Barrel, 1:26" Twist, Timney Trigger, Thumbhole Stock.	3	
Rifles	Knight Rifles	Knight Muzzle	MLH702C	Cal, 22" 416 Stainless	Knight Rifles, USA, Full Plastic Jackets, MLH702C, Littlehorn Composite, 50Cal, 22" 416 Stainless Barrel, 1:28" Twist, Timney Trigger, Youth Stock.	5	
Rifles	Knight Rifles	Knight Muzzle	MLH702SP	50Cal	Knight Rifles, USA, Full Plastic Jackets, Littlehorn RT Pink..ITEM # MLH702SP..50Cal, 22" 416 Stainless Barrel, 1:28" Twist, Timney Trigger, Youth Stock.	5	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Knight Rifles	Knight Muzzle	MLH702SW	Skull Workz	Knight Rifles, USA, Full Plastic Jackets, Littlehorn..ITEM # MLH702SW..Skull Workz, 50Cal, 22" 416 Stainless Barrel, 1:28" Twist, Timney Trigger, Youth Stock.	4	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MTK2000SXG	The Tk	Modern Muzzle Loading Inc., Knight Rifles, USA, ..MODEL # TK2000SXG..The TK2000 12 GA. SHOTGUN..STRAIGHT STOCK, REALTREE X - GREEN	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MTK2000TXG	The Tk	Modern Muzzle Loading Inc., Knight Rifles, USA, ..Model TK2000TXG..The TK2000 12 GA. SHOTGUN..THUMBHOLE STOCK, REALTREE XG	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MKVE04XT	Break Action	Modern Muzzle Loading Inc., Knight Rifles, USA, The VISION RIFLE BREAK ACTION Series. ITEM # MKVE04XT..This muzzleloader's handcrafted alloy Green Mountain barrel sees to it that the Knight Vision has you hitting your bullseye. The fact that this Amer...	8	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MKVV04MX	Break Action	Modern Muzzle Loading Inc., Knight Rifles, USA, The VISION RIFLE BREAK ACTION Series. ITEM # MKVV04MX..This muzzleloader's handcrafted alloy Green Mountain barrel sees to it that the Knight Vision has you hitting your bullseye. The fact that this Amer...	11	
Rifles	Lazer Arms	GUARDIAN TS	LA-GUA-TS	Synthetic Stock	Lazer Arms, Turkey, Shotgun, GUARDIAN TS, Pump, 12ga, 3", 4+1, 14" Barrel, 5 Chokes, Synthetic Stock & Forend, Black Finish.	3	2 Show guns
Rifles	Lazer Arms	GUARDIAN TW	LA-GUA-TW	Pump, 12Ga	Lazer Arms, Turkey, Shotgun, GUARDIAN TW Black Receiver & Barrel, Pump, 12ga, 3", 4+1, 14" Barrel, 5 Chokes..Walnut Stock & Forend.	3	
Rifles	Lazer Arms	12ga	LA-XR410-20-BLK		12 Gauge	2	All show guns
Rifles	Lazer Arms	12ga	LA-XR410-20-BLK		20 Gauge	1	Show gun
Rifles	Lazer Arms	XR410	LA-XR410-20-DIS-FDE	Distressed FDE Finish	Lazer Arms, Turkey, Shotgun, XR410, Revolver Action, 410ga, 3", 5rd, 20" Barrel, 5 Chokes, 2-Plugs, Distressed FDE Finish.	1	
Rifles	Lazer Arms	XR410	LA-XR410-20-DIS-TIT	Distressed Titanium Finish	Lazer Arms, Turkey, Shotgun, XR410, Revolver Action, 410ga, 3", 5rd, 20" Barrel, 5 Chokes, 2-Plugs, Distressed Titanium Finish.	1	
Rifles	Lazer Arms	XR410	LA-XR410-20-W	Walnut Stock	Lazer Arms, Turkey, Shotgun, XR410, Revolver Action, 410ga, 3", 5rd, 20" Barrel, 5 Chokes, 2-Plugs, Walnut Stock & Forend.	47	35 are missing stock
Rifles	Lazer Arms	XR410	LA-XR410-22-W	Walnut Stock	Lazer Arms, Turkey, Shotgun, XR410, Revolver Action, 410ga, 3", 5rd, 22" Barrel, 5 Chokes, 2-Plugs, Walnut Stock & Forend.	3	
Rifles	Lazer Arms	XR410	LA-XR410-24-W	Walnut Stock	Lazer Arms, Turkey, Shotgun, XR410, Revolver Action, 410ga, 3", 5rd, 24" Barrel, 5 Chokes, 2-Plugs, Walnut Stock & Forend.	34	15 are missing stock
Rifles	Lazer Arms	XR410	LA-XR410-28-W	Walnut Stock	Lazer Arms, Turkey, Shotgun, XR410, Revolver Action, 410ga, 3", 5rd, 28" Barrel, 5 Chokes, 2-Plugs, Walnut Stock & Forend.	17	1 Damaged gun, 2 are missing stock
Rifles	Lazer Arms	LZRG10	LA-XS11-W12MA	G-10, 12Ga	Lazer Arms (Hassas Makina; Amorok), Turkey, Shotgun, Semi-Auto, LZRG10, G-10, 12GA, 3" (76mm), 4+1 Capacity, 20" (51cm) Vent Rib Barrel (Drilled 4140), Aluminum Receiver (7075), Marine Finish, Checkered Turkish Walnut Stock, Recoil Pad, Sling Swivels, ...	2	
Rifles	Lazer Arms	XT15	LA-XT15-WE-20	Walnut, silver	Lazer Arms, Turkey, Shotgun, XT15, 1-Shot, 28ga, 3", 20" Vent Rib Barrel, Exposed Hammer, Walnut, Silver.	5	
Rifles	Lazer Arms	XT16	LA-XT16-WH-28	Walnut, silver	Lazer Arms, Turkey, Shotgun, XT16, 1-Shot, 28ga, 3", 28" Vent Rib Barrel, Hammerless, Walnut, Silver.	8	
Rifles	Lazer Arms	XT17	LA-XT17-SE-28	Synthetic, black	Lazer Arms, Turkey, Shotgun, XT17, 1-Shot, 28ga, 3", 28" Vent Rib Barrel, Exposed Hammer, Synthetic, Black.	5	
Rifles	Lazer Arms	XT18	LA-XT18 14	14" single barrel, hammerless	Lazer Arms, Turkey, Shotgun, XT18, 1 shot, 28ga, 14" single barrel, hammerless	8	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Lazer Arms	LZRHK-15	LA-HK15-A12BLK	Black Finish, 5 extern..	Lazer Arms (Hassas Makina; Amorok), Turkey, Shotgun, Vertical Magazine, LZRHK-15, HK-15, 12GA, 3" (76mm) Chamber, 5rd Capacity, 20" (51cm) Barrel (4140 Steel, Drilled), 7075 T6 Aluminum Upper & Lower Receiver, Aluminum Handguard, Black Finish, 5 Extern...	10	
Rifles	Lazer Arms	LZRHK-20	LA-HK15-P12BLK	Black Finish, 5 externa..	Lazer Arms (Hassas Makina; Amorok), Turkey, Shotgun, Vertical Magazine, LZRHK-20, HK-20, 12GA, 3" (76mm) Chamber, 5rd Capacity, 20" (51cm) Barrel (4140 Steel, Drilled), 7075 T6 Aluminum Upper & Lower Receiver, Polymer Handguard, Black Finish, 5 Externa...	10	
Rifles	Lazer Arms	LZRHK-23	LA-HK15-P12MAR	Polymer Handguard, black finish with marin..	Lazer Arms (Hassas Makina; Amorok), Turkey, Shotgun, Vertical Magazine, LZRHK-23, HK-23, 12GA, 3" (76mm) Chamber, 5rd Capacity, 20" (51cm) Barrel (4140 Steel, Drilled), 7075 T6 Aluminum Upper & Lower Receiver, Polymer Handguard, Black Finish with Marin...	4	
Rifles	Lithgow Arms	LA101	LA101-17H-L-PBT	Black	RIFLE .17HMR , LH , POLYMER , THREADED , BLACK , LA101	2	
Rifles	Lithgow Arms	LA101	LA101-17H-L-PTT	Titanium	RIFLE .17HMR , LH , POLYMER , THREADED , TITANIUM , LA101	1	
Rifles	Lithgow Arms	LA101	LA101-22W-R-LBT	Black	RIFLE .22WMR , RH , LAMINATE (BROWN) , THREADED , BLACK , LA101	2	
Rifles	Lithgow Arms	LA101	LA101-22W-R-PTT	Titanium	RIFLE .22WMR , RH , POLYMER , THREADED , TITANIUM , LA101	9	
Rifles	Lithgow Arms	LA101	LA101-22W-R-WBT	Black	RIFLE .22WMR , RH , WALNUT , THREADED , BLACK , LA101	8	
Rifles	Lithgow Arms	LA101	LA101-22W-R-WTT	Titanium	RIFLE .22WMR , RH , WALNUT , THREADED , TITANIUM , LA101	3	
Rifles	Lithgow Arms	LA102	LA102-223-R-LBT	Laminate Stock, Black	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 223, 4rd, 22" Threaded Barrel, Laminate Stock, Black Finish.	8	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-223-R-LTT	Laminate Stock, Titanium	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 223, 4rd, 22" Threaded Barrel, Laminate Stock, Titanium Finish.	11	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-223-R-PBT	Polymer Stock, Black	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 223, 4rd, 22" Threaded Barrel, Polymer Stock, Black Finish.	11	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-223-R-PTT	Polymer Stock, Titanium	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 223, 4rd, 22" Threaded Barrel, Polymer Stock, Titanium Finish.	11	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-223-R-WBT	Walnut Stock, Black	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 223, 4rd, 22" Threaded Barrel, Walnut Stock, Black Finish.	13	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-223-R-WTT	Walnut Stock, Titanium	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 223, 4rd, 22" Threaded Barrel, Walnut Stock, Titanium Finish.	11	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-243-R-LBT	Laminate Stock, Black	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 243, 3rd, 22" Threaded Barrel, Laminate Stock, Black Finish.	5	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-243-R-LTT	Laminate Stock, Titanium	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 243, 3rd, 22" Threaded Barrel, Laminate Stock, Titanium Finish.	5	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-243-R-PBT	Polymer Stock, Black	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 243, 3rd, 22" Threaded Barrel, Polymer Stock, Black Finish.	8	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-243-R-PTT	Polymer Stock, Titanium	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 243, 3rd, 22" Threaded Barrel, Polymer Stock, Titanium Finish.	5	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-243-R-WBT	Walnut Stock, Black	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 243, 3rd, 22" Threaded Barrel, Walnut Stock, Black Finish.	6	All are defective guns

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Lithgow Arms	LA102	LA102-243-R-WTT	Walnut Stock, Titanium	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 243, 3rd, 22" Threaded Barrel, Walnut Stock, Titanium Finish.	4	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-308-R-WBT	Walnut Stock, Black	Lithgow Arms, LA102 Crossfire Rifle, Part #37004-2CS2, Bolt Action (SA), Right Hand, 308, 3rd, 22" Threaded Barrel, Walnut Stock, Black Finish.	3	
Rifles	PARS ARMS	X5 Arsenal	AR12T-X5ARSENAL-GRY-CRS	Grey	PARS ARMS: AR12T-X5ARSENAL-GRY-CRS	1	Show gun
Rifles	Radelli	Gatekeeper, Pump, 12ga	PX110-GATEKEEPER	Shotgun	Radelli, Turkey, Shotgun, Gatekeeper, Pump, 12ga, 3", 4+1, 15" Barrel, 5 Chokes, Black Finish with Walnut Stock & Forend.	35	All are defective guns
Rifles	Radelli	Gatekeeper, Pump, 12ga	PX111-GATEKEEPER	Shotgun	Radelli, Turkey, Shotgun, Gatekeeper, Pump, 12ga, 3", 4+1, 15" Barrel, 5 Chokes, Marine Finish with Walnut Stock & Forend.	35	1 show gun, 34 are defective
Rifles	Yagan	12ga	PX210-SA-STGN	Shotgun	Yagan Silah, Radelli International, Turkey, Shotgun, Semi-Auto, 12ga, 3", 5rd. Non-Restricted in Canada.	4	
Rifles	Ranger	Bullpup	FOREVER-1	Shotgun	RANGER SILAH:NON-RESTRICTED BULLPUP: FOREVER-1	2	All show guns
Rifles	Ranger	Bullpup	RS-BP-20-BLK-20	Black	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, Black, Non-Restricted.	1	
Rifles	Ranger	Bullpup	RS-BP-20-BLK-DIS-20		RANGER SILAH:NON-RESTRICTED BULLPUP:RS-BP-20-BLK-DIS-20	1	
Rifles	Ranger	Bullpup	RS-BP-20-BRO-20	Bronze Finish	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, Bronze Finish, Non-Restricted.	3	
Rifles	Ranger	Bullpup	RS-BP-20-BRO-CRS-20	Bronze Camo Finish	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, Bronze Camo Finish, Non-Restricted.	2	
Rifles	Ranger	Bullpup	RS-BP-20-BRO-DIS-20	Distressed Bronze Finish	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, Distressed Bronze Finish, Non-Restricted.	20	
Rifles	Ranger	Bullpup	RS-BP-20-FDE-20	FDE/Tan	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, FDE/Tan, Non-Restricted.	19	1 Show gun
Rifles	Ranger	Bullpup	RS-BP-20-GRE-DIS-20	Distressed GREY Finish	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, Distressed GREY Finish, Non-Restricted.	29	
Rifles	Ranger	Bullpup	RS-BP-20-ODG-20	OD GREEN Finish	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, OD GREEN Finish, Non-Restricted.	21	
Rifles	Ranger	Bullpup	RS-BP-20-ODG-DIS-20	Distressed OD GREEN Finish	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, Distressed OD GREEN Finish, Non-Restricted.	21	
Rifles	Ranger	Bullpup	RS-BP-20-RED-DIS-20	Distressed RED Finish	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, Distressed RED Finish, Non-Restricted.	20	1 Show gun
Rifles	Ranger	XT3	AD-XT3-2TO-20	Camo & Black Finish	Ranger, Turkey, XT3 Realtree MAX-5 Camo (Half), Shotgun, Semi, 410ga, 3", 1-5rd Mag, 1-2rd Mag, 20" Barrel, 3 Chokes, Woodland Camo & Black Finish.	10	2 Show guns
Rifles	Ranger	XT3	AD-XT3-2TO-26	Camo & Black Finish	Ranger, Turkey, XT3 Realtree MAX-5 Camo (Half), Shotgun, Semi, 410ga, 3", 1-5rd Mag, 1-2rd Mag, 26" Barrel, 3 Chokes, Woodland Camo & Black Finish.	16	
Rifles	Ranger	XT3	AD-XT3-CLA-20	Chokes, Black Finish	Ranger, Turkey, XT3 Classic, Shotgun, Semi, 410ga, 3", 1-5rd Mag, 1-2rd Mag, 20" Barrel, 3 Chokes, Black Finish.	1	1 Show gun
Rifles	Ranger	XT3	AD-XT3-CLA-26	Chokes, Black Finish	Ranger, Turkey, XT3 Classic, Shotgun, Semi, 410ga, 3", 1-5rd Mag, 1-2rd Mag, 26" Barrel, 3 Chokes, Black Finish.	10	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Ranger	XT3	AD-XT3-MAR-26	Silver & Black Finish	Ranger, Turkey, XT3 Marin, Shotgun, Semi, 410ga, 3", 1-5rd Mag, 1-2rd Mag, 26" Barrel, 3 Chokes, Silver & Black Finish.	6	
Rifles	Ranger	XT3	AD-XT3-TAC-20	Hider, Black Finish	Ranger, XT3 Tactical, Shotgun, Semi, 410ga, 3", 1-5rd Mag, 1-2rd Mag, 20" Barrel, 3 Chokes, Screw-In Flash Hider, Black Finish.	13	
Rifles	SULUN	Lever Action 410	SA-SL121	Shotgun	SULUN ARMS, Turkey, Lever Action 410 Shotgun. 4 + 1 rd capacity, 51 cm / 20" Barrel, 5 Mobile Chokes, Non Restricted	2	2 Show guns
Rifles	SULUN	SR-121	SA-SR121	Shotgun	SULUN ARMS, Turkey, SR-121 Revolver Action 410 Shotgun. 5 rd cylinder, 51 cm / 20" Barrel, 5 Mobile Chokes, Non Restricted	2	2 Show guns
Rifles	Sulun	SG109	SA-SG109	Shotgun	Sulun Arms, Turkey, Shotgun, Model: SG109, 12ga, 3" (76mm) Chamber, Semi-Auto, 20" Barrel (51cm; 4140 Steel; Drilled; Chrome-Lined), 2-5rd Magazines, 5 Screw In Mobil Chokes (F,IM,M,IC,SK), 5 Screw In Extended Mobil Chokes (F,IM,M,IC,SK), Adjustable M4...	2	1 Show gun
Rifles	Sulun	TAC-12SP	SA-TAC12SP	Shotgun	Sulun Arms, Turkey, Shotgun, TAC-12SP, 12ga, 3", Semi, 18.5" Barrel, 4+1, 5 Screw In Mobil Chokes (F,IM,M,IC,SK), Adjustable M4 Stock, Ghost Ring Rear Sight, Picatinny Top Rail, Black Finish, Polymer Case.....** ADVANCED BUNDLE INCLUDES:.5 Screw In Ext...	518	All defective guns (includes new shipment that are unopened in blue wrapping)
Rifles	Erma	Model M1	TW-SR-EW-M1	Rifle	Erma Werke, Model M1, Rifle, Semi-Auto, 22LR, 5-25rd Capacity, Non-Restricted, Surplus/Used.	2	
Rifles	FRANCHI	Semi Auto 12ga	TW-SR-SK-00001	Shotgun	FRANCHI BLACK MAGIC SHOTGUN - SEMI AUTO, 12 GA, 28" NON RESTRICTED	1	
Rifles	Tigris	XAR-1	TA-XAR1-GB-OR	Mags, 19" Barrel	Tigris Arms, Turkey, Tigris Arms, XAR-1, Semi, 12ga, 3", 2-5rd Box Mags, 19" Barrel, 5 Chokes, Compensator, Accessory Kit, Graphite Black & Orange Cerakote Finish.	1	1 Show gun
Rifles	Tigris	XAR-2	TA-XAR2-TU-BL	Barrel, 5 Chokes	Tigris Arms, Turkey, Shotgun, XAR-2, Semi, 12ga, 3", 2-5rd Box Mags, 19" Barrel, 5 Chokes, Compensator, Accessory Kit, Tungsten & Blue Cerakote Finish.	1	1 Show gun
Rifles	Tigris	XAR-4	TA-XAR4-GB-BL	Barrel, 5 Chokes	Tigris Arms, Turkey, Shotgun, XAR-4, Semi, 12ga, 3", 2-5rd Box Mags, 19" Barrel, 5 Chokes, Compensator, Accessory Kit, Graphite Black & Blue Cerakote Finish.	1	1 Show gun
Rifles	Tigris	XAR-5	TA-XAR5-TI-BL	Barrel, 5 Chokes	Tigris Arms, Turkey, Shotgun, XAR-5, Semi, 12ga, 3", 2-5rd Box Mags, 19" Barrel, 5 Chokes, Compensator, Accessory Kit, Titanium & Blue Cerakote Finish.	1	1 Show gun
Rifles	Tigris	XAR-6	TA-XAR6-TI-RD	Barrel, 5 Chokes	Tigris Arms, Turkey, Shotgun, XAR-6, Semi, 12ga, 3", 2-5rd Box Mags, 19" Barrel, 5 Chokes, Compensator, Accessory Kit, Titanium & Red Cerakote Finish.	1	1 Show gun
Rifles	TNW Firearms Inc	ASR	ASR-22-BLACK	Rifle, Black Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 22LR, 5rd Capacity, Black Finish, Non-Restricted in Canada.	18	
Rifles	TNW Firearms Inc	ASR	ASR-22-DRKEAR	Rifle, Dark Earth Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 22LR, 10rd Capacity, 18.6" Barrel, Dark Earth Finish, Non-Restricted in Canada.	1	
Rifles	TNW Firearms Inc	ASR	ASR-357-BLACK	Rifle, Black Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 357SIG, 10rd Capacity, 18.6" Barrel, Black Finish, Non-Restricted in Canada.	1	(No Mag, Barrel Corroded)
Rifles	TNW Firearms Inc	ASR	ASR-40-AERO-GRY-ET	Rifle, Grey Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 40S&W, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Aero Grey Finish, Non-Restricted in Canada.	9	
Rifles	TNW Firearms Inc	ASR	ASR-40-BLACK-ET	Rifle, Redesigned Pistol Grip. Black Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 40S&W, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Black Finish, Non-Restricted in Canada	1	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	TNW Firearms Inc	ASR	ASR-40-BLACK-ET-LH	Rifle, Black Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 40S&W, Left Hand Charge & Eject, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Black Finish, Non-Restricted in Canada.	4	
Rifles	TNW Firearms Inc	ASR	ASR-40-DRKEAR-ET	Rifle, Redesigned Pistol Grip. Dark Earth Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 40S&W, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Dark Earth Finish, Non-Restricted in Canada.	1	
Rifles	TNW Firearms Inc	ASR	ASR-40-ODGRN-ET	Rifle, Redesigned Pistol Grip. OD Green Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 40S&W, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. OD Green Finish, Non-Restricted in Canada.	1	
Rifles	TNW Firearms Inc	ASR	ASR-45-AERO-GRY-ET	Rifle, Redesigned Pistol Grip. Aero Grey Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 45ACP, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Aero Grey Finish, Non-Restricted in Canada.	2	
Rifles	TNW Firearms Inc	ASR	ASR-45-BLACK-ET-LH	Rifle, Black Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 45ACP, Left Hand Charge & Eject, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Black Finish, Non-Restricted in Canada.	2	
Rifles	TNW Firearms Inc	ASR	ASR-460-BLACK-ET	Rifle, Black Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 460 Rowland, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Black Finish, Non-Restricted in Canada.	3	
Rifles	TNW Firearms Inc	ASR	ASR-460-ODGRN-ET	Rifle, Redesigned Pistol Grip. OD Green Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 460 Rowland, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. OD Green Finish, Non-Restricted in Canada.	2	
Rifles	TNW Firearms Inc	ASR	ASR-9-AERO-GRY-ET	Rifle, Redesigned Pistol Grip. Aero Grey Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 9mm, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Aero Grey Finish, Non-Restricted in Canada.	2	
Rifles	Typhoon Defence	F12 MAXI	TD-F12-MX-BL	Black Anodized & Cerakote	Typhoon Defence, Shotgun, F12 MAXI Black, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, Aluminum Upper & Lower, F12 Lux Case & Accessory Kit, Black Anodized & Cerakote.	1	
Rifles	Typhoon Defence	F12	TD-F12-BRO	Bronze Cerakote	Typhoon Defence, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, F12 Delux Accesory Kit, Bronze Cerakote.	3	
Rifles	Typhoon Defence	F12	TD-F12-DIS-RED	Aluminum Upper & Lower Receiver (7075 T6 Alu...	Typhoon Defence, Ozerbas Makine, Turkey, Shotgun, F12, Semi-Auto, 12GA, 3" (70/76mm), 3 Magazines (1-2rd, 2-5rd), 18.5" Barrel (47cm, Drilled 4140 Steel, Chrome Lined), 5-Thread-On Chokes (F, IM, M, IC, S), Aluminum Upper & Lower Receiver (7075 T6 Alu...	2	
Rifles	Typhoon Defence	F12	TD-F12-DIS-TIT	Aluminum Upper & Lower Receiver (7075 T6 Alu...	Typhoon Defence, Ozerbas Makine, Turkey, Shotgun, F12, Semi-Auto, 12GA, 3" (70/76mm), 3 Magazines (1-2rd, 2-5rd), 18.5" Barrel (47cm, Drilled 4140 Steel, Chrome Lined), 5-Thread-On Chokes (F, IM, M, IC, S), Aluminum Upper & Lower Receiver (7075 T6 Alu...	1	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Typhoon Defence	F12	TD-F12-FDE	FDE Cerakote	Typhoon Defence, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, F12 Delux Accessory Kit, FDE Cerakote.	1	
Rifles	Typhoon Defence	F12	TD-F12-TIT-CRS	Cryptic Camo Cerakote	Typhoon Defence, Shotgun, F12 Titan-CRS, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Aluminum Upper & Lower, F12 Lux Case 7 Accessory Kit, Cryptic Camo Cerakote.	1	
Rifles	Typhoon Defence	F12 MAXI	TD-F12M-MX-GRE	Grey Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 MAXI, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Grey Cerakote Finish.	1	
Rifles	Typhoon Defence	F12 MAXI	TD-F12M-MX-ODG	ODG Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 MAXI, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, ODG Cerakote Finish.	1	
Rifles	Typhoon Defence	F12 MAXI	TD-F12M-MX-PUMA	PUMA (Black & Red) Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 MAXI, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, PUMA (Black & Red) Cerakote Finish.	2	
Rifles	Typhoon Defence	F12 MAXI	TD-F12M-MX-TIT	Titanium Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 MAXI, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Titanium Cerakote Finish.	2	
Rifles	Typhoon Defence	F12 SPORT	TD-F12M-SP-BLK	Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 SPORT, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Black Cerakote Finish.	3	
Rifles	Typhoon Defence	F12 SPORT	TD-F12M-SP-CDN1	The Canadian Loyalist (Light) Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 SPORT, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, The Canadian Loyalist (Light) Cerakote Finish.	5	
Rifles	Typhoon Defence	F12 SPORT	TD-F12M-SP-CDN2	The Canadian Patriot (Dark) receiver Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 SPORT, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, The Canadian Patriot (Dark) receiver Cerakote Finish.	3	
Rifles	Typhoon Defence	F12 SPORT	TD-F12M-SP-GRE	Grey Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 SPORT, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Grey Cerakote Finish.	2	
Rifles	Typhoon Defence	F12 SPORT	TD-F12M-SP-GRE-DIS	Distressed Grey Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 SPORT, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Distressed Grey Cerakote Finish.	2	
Rifles	Typhoon Defence	F12 PUMA SPORT	TD-F12M-SP-PUMA	Black Cerakote w/ Red Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 PUMA SPORT, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Black Cerakote w/ Red Cerakote Finish.	3	
Rifles	Typhoon Defence	F12	TD-F12M-BLK	Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Black Cerakote Finish.	2	
Rifles	Typhoon Defence	F12	TD-F12M-BLK-DIS	Distressed Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Distressed Black Cerakote Finish.	3	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Typhoon Defence	F12	TD-F12M-BRO-DIS	Distressed Bronze Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Distressed Bronze Cerakote Finish.	2	
Rifles	Typhoon Defence	F12	TD-F12M-FDE-CRS	FDE-CRS Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5-Screw-In Chokes, Accessory Kit, FDE-CRS Cerakote Finish.	1	
Rifles	Typhoon Defence	F12	TD-F12M-GRE	Grey Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Grey Cerakote Finish.	2	
Rifles	Typhoon Defence	F12	TD-F12M-GRE-DIS	Distressed Grey Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Distressed Grey Cerakote Finish.	2	
Rifles	Typhoon Defence	F12	TD-F12M-MAX5	Realtree MAX-5 Camo Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Realtree MAX-5 Camo Finish.	3	
Rifles	Typhoon Defence	F12	TD-F12M-ODG-DIS	Distressed ODG Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Distressed ODG Cerakote Finish.	3	
Rifles	Typhoon Defence	F12	TD-F12M-RED-DIS	Distressed Red Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Distressed Red Cerakote Finish.	1	
Rifles	Typhoon Defence	F12	TD-F12M-WHI-DIS	Distressed White Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Distressed White Cerakote Finish.	3	
Rifles	Typhoon Defence	F12	TD-F12M-RED-CRS	RED-CRS Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5-Screw-In Chokes, Accessory Kit, RED-CRS Cerakote Finish.	1	
Rifles	Typhoon Defence	F12 MAXI	TD-F12M-MX-BRO	Bronze Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 MAXI, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Bronze Cerakote Finish.	1	
Rifles	Typhoon Defence	F12	TD-F12M-TIT	Titanium Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Titanium Cerakote Finish.	1	
Rifles	Typhoon Defence	P12	TDP12-BH-145-BLK-SEAL	Black Finish	TYPHOON DEFENCE:PUMP SHOTGUNS:TDP12-BH-145-BLK-SEAL	1	
Rifles	Typhoon Defence	TDP12 DELTA	TDP12-FX-185-BLK	Black finish	Typhoon Defence, Turkey, Shotgun, TDP12 DELTA, Pump, 12ga, 3", 6+1 Capacity, 18.5" Barrel, 5 Chokes, Fixed Black Stock & Forend, Black finish.	1	1 Show gun
Rifles	Typhoon Defence	TDP12 DELTA	TDP12-FX-185-FDE	Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, TDP12 DELTA, Pump, 12ga, 3", 6+1, 18.5" Barrel, 5 Chokes, Magpul-Style Stock & Forend (FDE), Black Cerakote Finish.	1	1 Show gun
Rifles	Typhoon Defence	TDP12 FORCE	TDP12-SN-185-BLK	Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, TDP12 FORCE, Pump, 12ga, 3", 6+1, 18.5" Barrel, 5 Chokes, Sniper Stock & Forend (Black), Black Cerakote Finish.	1	1 Show gun
Rifles	Typhoon Defence	TDS12 HORNET	TDS12-FX-185-BLK	Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, TDS12 HORNET, Semi, 12ga, 3", 4+1, 18.5" Barrel, 5 Chokes, Magpul-Style Stock & Forend (Black), Textured Fixed Forend (Black, with Lower Rail), Black Cerakote Finish.	3	All are show guns

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Typhoon Defence	TDS12 STINGER	TDS12-M4-185-BLK	Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, TDS12 STINGER, Semi, 12ga, 3", 4+1, 18.5" Barrel, 5 Chokes, M4 Stock & Forend (Black), Black Cerakote Finish.	2	All are show guns
Rifles	Typhoon Defence	TDS12 WASP	TDS12-SN-185-BLK	Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, TDS12 WASP, Semi, 12ga, 3", 4+1, 18.5" Barrel, 5 Chokes, Sniper Stock & Forend (Black), Black Cerakote Finish.	1	1 Show gun
Rifles	Uzkon Arms	Single Shot	ZK-13	Shotgun	UZKON ARMS LTD., SHOTGUNS:SINGLE SHOT:ZK-13	3	All show guns
Rifles	Yagan Silah	Yagan Silah, (Ridelli) Turkey, Shotgun, Model	PX110	Black Finish	Yagan Silah, Turkey, Shotgun, Model: PX110, Pump Action, 12ga, 3" (76mm) Chamber, 4+1 Capacity, 15" (38cm) Barrel Length, 5 Screw-In Chokes (F,IM,M,IC,SK), Screw-in Flash Hider, Aluminum Picatinny Rail System, Turkish Walnut Birds Head Stock AND Fixed Walnut Stock and Short Forend (Checkered), Black Finish on Receiver/Barrel/Rail, Manual, <u>Non-Restricted in Canada.</u>	500	Unopened skids of Ridelli guns (100 boxes with 5 guns in each box)
Rifles	Yagan Silah	Yagan Silah, (Ridelli) Turkey, Shotgun, Model	PX111	Marine Finish	Yagan Silah, Turkey, Shotgun, Model: PX111, Pump Action, 12ga, 3" (76mm) Chamber, 4+1 Capacity, 15" (38cm) Barrel Length, 5 Screw-In Chokes (F,IM,M,IC,SK), Screw-in Flash Hider, Aluminum Picatinny Rail System, Turkish Walnut Birds Head Stock AND Fixed Walnut Stock and Short Forend (Checkered), Marine (silver/chrome) Finish on Receiver/Barrel/Rail, Manual, <u>Non-Restricted in Canada.</u>	500	Unopened skids of Ridelli guns (100 boxes with 5 guns in each box)

SCHEDULE 5							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Surplus Handgun	Beretta	Model 71	TW-SP-BM71-152	Handgun	Beretta, Model 71, 152mm Barrel, 22LR, 1-8rd Mag	56	
Surplus Handgun	Beretta	Model 74	TW-SP-BM74-FRM	Handgun	Beretta, Model 74, ** FRAME ONLY ** 22LR, 10rd, Semi-Auto. Box, Manual, Magazine. Surplus/Used.	1	
Surplus Handgun	Beretta	Model 948	TW-SP-BM948-152	Handgun	Beretta, Model 948, 22LR, 7rd, Semi-Auto. Box, Manual, Magazine. Surplus/Used.	1	
Surplus Handgun	Colt	Huntsman, 22LR	TW-SP-CH114	Handgun	Surplus: Colt, Huntsman, 22LR, 114mm Barrel, 1-10rd Mag. FRT 17446-1, Restricted.	1	
Surplus Handgun	Colt	Huntsman, 22LR	TW-SP-CH114Rep	Handgun	Surplus: Colt, Huntsman, 22LR, 114mm Barrel, 1-10rd Mag. FRT 17446-1, Restricted. REPAIR REQUIRED.	1	
Surplus Handgun	Sig Sauer	P226	TW-SP-SK-00001	Handgun	Sig Sauer P226, surplus 9mm handgun. 1 x 10 round magazine, white box.	7	
Surplus Handgun	CZ	75	TW-SP-SK-00002	Handgun	CZ 75, surplus 9mm handgun. 1 x 10 round magazine, white box.	139	
Surplus Handgun	CZ	85	TW-SP-SK-00004	Handgun	CZ 85, surplus 9mm handgun. 1 x 10 round magazine, white box.	8	
Surplus Handgun	Browning	High Power MK1	TW-SP-SK-00006	Handgun	Browning High Power MK1, surplus 9mm handgun. 1 x 10 round magazine, white box.	152	
Surplus Handgun	Browning	High Power MK3	TW-SP-SK-00007	Handgun	Browning High Power Mark 3, surplus 9mm handgun. 1 x 10 round magazine, white box.	144	
Surplus Handgun	Browning	High Power MK3	TW-SP-SK-00007-KK	Handgun	Browning High Power Mark 3, surplus 9mm handgun. 1 x 10 round magazine, white box. REFINISHED BY KOOL KOATINGS	15	
Surplus Handgun	Browning	High Power MK2	TW-SP-SK-00008	Handgun	Browning High Power Mark 2, surplus 9mm handgun. 1 x 10 round magazine, white box.	343	
Surplus Handgun	Browning	High Power MK2	TW-SP-SK-00008-KK	Handgun	Browning High Power Mark 2, surplus 9mm handgun. 1 x 10 round magazine, white box. REFINISHED BY KOOL KOATINGS	22	
Surplus Handgun	BERETTA	1951	TW-SP-SK-00011	Handgun	BERETTA 1951, surplus 9mm handgun. 1 x 10 round magazine, white box.	22	
Surplus Handgun	JERICO	941	TW-SP-SK-00015	Handgun	JERICO 941, surplus 9mm handgun. 1 x 10 round magazine, white box.	2	
Surplus Handgun	BERETTA	92 FS Compact	TW-SP-SK-00017	Handgun	BERETTA 92 FS Compact, surplus 9mm handgun. 1 x 10 round magazine, white box.	1	
Surplus Handgun	SMITH	Revolver	TW-SP-SK-00020	Handgun	SMITH & WESSON CTG surplus revolver, white box. B grade.	2	
Surplus Handgun	Beretta	92 FS Centurion	TW-SP-SK-00025	Handgun	Beretta 92 FS Centurion, 9mm, one magazine, surplus pistol, white box. B grade.	1	
Surplus Handgun	BERETTA	92 S	TW-SP-SK-00026	Handgun	BERETTA 92 S, surplus 9mm handgun. 1 x 10 round magazine, white box.	19	
Surplus Handgun	Taurus	PT92AFS	TW-SP-SK-00031	Handgun	Taurus PT92AFS, surplus 9mm handgun. 1 x 10 round magazine, white box.	3	
Surplus Handgun	Taurus	PT917 CA	TW-SP-SK-00035	Handgun	Taurus PT917 CS, surplus 9mm handgun. 1 x 10 round magazine, white box.	2	
Surplus Handgun	Browning	1935 No1	TW-SP-SK-00039	Handgun	Browning 1935 No1 Mark 1 INGLIS, Surplus 9mm handgun. 1 x 10 round magazine, white box.	8	
Surplus Handgun	Browning	High Power DGFM	TW-SP-SK-00040	Handgun	Browning High Power DGFM - FMAP.., Surplus 9mm handgun. 1 x 10 round magazine, white box.	2	
Surplus Handgun	Browning	High Power Double Action	TW-SP-SK-00041	Handgun	Browning High Power DOUBLE ACTION, surplus 9mm handgun. 1 x 10 round magazine, white box.	2	
Surplus Handgun	COLT	Match Target	TW-SP-SK-00042	Handgun	COLT MATCH TARGET, surplus 22 LR handgun. 1 x 10 round magazine, white box. B Grade.	1	
Surplus Handgun	CZ	75BD	TW-SP-SK-00043	Handgun	CZ 75BD, surplus 9mm handgun. 1 x 10 round magazine, white box.	2	
Surplus Handgun	CZ	75BD Police	TW-SP-SK-00044	Handgun	CZ 75BD POLICE, surplus 9mm handgun. 1 x 10 round magazine, white box.	2	

SCHEDULE 5							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Surplus Handgun	ITM	AT84	TW-SP-SK-00045	Handgun	ITM AT84 INDUSTRIAL TECHNOLOGY & MACHINE (ITM), surplus 9mm handgun. 1 x 10 round magazine, white box.	2	
Surplus Handgun	CZ	ZASTAVA 99	TW-SP-SK-00052	Handgun	ZASTAVA CZ99, 108 MM BARREL, 1 X 10 RD MAG, Surplus HANDGUN, white box. B Grade	5	
Surplus Handgun	SIG	SP2000	TW-SP-SK-00055	Handgun	SIG SP2009 ** FRAME ONLY ** Surplus HANDGUN white box. B Grade	2	
Surplus Handgun	BAYARD	Revolver	TW-SP-SK-00063	Handgun	BAYARD Revolver Surplus. White box.	1	
Surplus Handgun	CZ	75 P-07	TW-SP-SK-00077	Handgun	CZ 75 P-07 Surplus. White box.	17	
Surplus Handgun	CZ	G 2000	TW-SP-SK-00080	Handgun	CZ G 2000 Surplus. White box.	1	
Surplus Handgun	WEBLEY	Mark IV	TW-SP-SK-00081	Handgun	WEBLEY MARK IV REVOLVER Surplus. White box.	3	
Surplus Handgun	FEG	High Power	TW-SP-SK-00082	Handgun	FEG HIGH POWER Surplus. White box.	6	
Surplus Handgun	FN	Semi Olympic	TW-SP-SK-00083	Handgun	FN SEMI OLYMPIC Surplus. White box.	1	
Surplus Handgun	HELWAN	1951	TW-SP-SK-00085	Handgun	HELWAN 1951 Surplus. White box.	4	
Surplus Handgun	ISRAEL ARMS	M5000	TW-SP-SK-00086	Handgun	ISRAEL ARMS M5000 GAL Surplus. White box.	1	
Surplus Handgun	S&W	AIRWEIGHT	TW-SP-SK-00090	Handgun	S&W AIRWEIGHT Surplus HANDGUN. White box.	1	
Surplus Handgun	Sig Sauer	P220	TW-SP-SK-00092	Handgun	SIG SAUER P220 Surplus HANDGUN. White box.	1	
Surplus Handgun	TAN FOGLIO	COMBAT SHOOTING COHAI	TW-SP-SK-00094	Handgun	TAN FOGLIO COMBAT SHOOTING COHAI Surplus HANDGUN. White box.	14	
Surplus Handgun	TAN FOGLIO	MOSSAD	TW-SP-SK-00096	Handgun	TAN FOGLIO MOSSAD Surplus HANDGUN. White box.	73	
Surplus Handgun	TAN FOGLIO	TZ75 Series 88	TW-SP-SK-00100	Handgun	TAN FOGLIO TZ75 SERIES 88 Surplus HANDGUN. White box.	1	
Surplus Handgun	TAN FOGLIO	ULTRA MODEL	TW-SP-SK-00101	Handgun	TAN FOGLIO ULTRA MODEL IPSC APPROVED Surplus HANDGUN. White box.	4	
Surplus Handgun	Star	Model B	TW-SP-STR-B	Handgun	Star, Model B, 9mm, Surplus Handgun, 1-Magazine	4	
Surplus Handgun	Star	Model BS	TW-SP-STR-BS	Handgun	Star, Model BS, 9mm, Surplus, 1-Magazine	2	
Surplus Handgun	Webley	MK4	TW-SP-WEB-38S	Handgun	Webley, MK4, 152mm Barrel, Revolver, 6rd, 38S	1	
Surplus Rifle	Remington				S/A SKEET 12GA	1	
Surplus Rifle	Krico				.22LR BOLT ACTION	1	
Surplus Rifle	Browning	Browning FN			.22LR MAG FED	1	
Surplus Rifle	Decado				DBL BARREL MOD 55 SHOTGUN	1	
Surplus Rifle	Birmingham (Bsa)				SUPER SPORT 5 .22LR BOLT ACTION MAG FED	1	
Surplus Rifle	Webly & Scott				12 GA SINGLE SHOT SHOTGUN	2	
Surplus Rifle	Mossberg				MODEL 152 .22LR SEMI-AUTO MAG FED	1	
Surplus Rifle	Marlin				.22LR SEMI AUTO MODEL 60	1	
Surplus Rifle	Remington				12 GA SINGLE SHOT SHOTGUN	1	
Surplus Rifle	Essex				DBL BARREL 12 GA PRIMA GEWEHR	1	
Surplus Rifle	Savage				12GA MOD 755A SEMI AUTO SHOTGUN	1	
Surplus Rifle	Winchester				MOD 37 12GA SHOTGUN	1	

SCHEDULE 5							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Surplus Rifle	Special-Gewehr-Lauf Stahl				DBL BARREL SHOTGUN 16GA	1	
Surplus Rifle	Mossberg				MOD 144 .22LR BOLT ACTION	1	
Surplus Rifle	Acier Bayard				DBL BARREL 12GA	1	
Surplus Rifle	Fabarm				BREAK ACTION 12GA SHOTGUN	1	
Surplus Rifle	Liege United Arms				DBL BARREL 12GA	1	
Surplus Rifle	Bsa				DBL BARREL 12GA	1	
Surplus Rifle	Anschutz				MOD 1416 .22LR BOLT SINGLE SHOT	1	
Surplus Rifle	Husqvarna				.22LR RIFLE	3	
Surplus Rifle	Fusil Robust				12GA DBL BARREL	1	
Surplus Rifle	Remington				MOD 581 .22LR BOLT	2	
Surplus Rifle	Bayard				16GA DBL BARREL	1	
Surplus Rifle	Make U/K, Soviet Era				1962 CCCP .22LR BOLT SINGLE SHOT	1	
Surplus Rifle	Special-Gewehr-Lauf Stahl				MOD 398826 20GA SHOTGUN	4	
Surplus Rifle	Mossberg				MOD 640KD CHUCKSTER .22WMR	1	
Surplus Rifle	Browning	Browning FN			DBL BARREL 12GA	1	
Surplus Rifle	Mossberg				MOD 144-LS .22LR BOLT	1	
Surplus Rifle	Catma				SEMI AUTO TACTICAL 12GA	4	
Surplus Rifle	Remington				MOD 514 .22LR BOLT	2	
Surplus Rifle	Remington				MOD 521-T .22LR BOLT	6	
Surplus Rifle	Remington				MOD 550-I SEMI AUTO .22LR	3	
Surplus Rifle	Unknown Type And Ga, Junk				DBL BARREL, BARRELS PLUGGED	1	
Surplus Rifle	Erma-Werke				MOD EG73 .22WMR	1	
Surplus Rifle	Savage				M80 SERIES A SEMI AUTO, .22LR	1	
Surplus Rifle	Vdere Vdegrebbach				.22LR BOLT ACTION	1	
Surplus Rifle	Valmet				.22LR BOLT ACTION	1	
Surplus Rifle	Mossberg				MOD 151M-C .22LR	1	
Surplus Rifle	Winchester				MOD 9422M .22LR MAG FED	1	
Surplus Rifle	Remington				MOD 582 .22LR BOLT ACTION	1	
Surplus Rifle	Krico				.22LR SEMI AUTO WITH SCOPE	1	
Surplus Rifle	Remo				MOD 35 12GA	1	
Surplus Rifle	Walther				.22LR SPORT	2	
Surplus Rifle	Remington				MOD 513-S-A .22LR BOLT	1	
Surplus Rifle	Mossberg				MOD 377 PLINKSTER .22LR	1	
Surplus Rifle	Mossberg				MOD 43MB .22LR BOLT ACTION	2	
Surplus Rifle	Unknown Brand				16GA DBL BARREL	1	
Surplus Rifle	Winchester				MOD 320 .22LR	1	
Surplus Rifle	Mossberg				MOD 152 .22LR	1	
Surplus Rifle	Eusebio				12 GA SINGLE SHOT SHOTGUN	1	
Surplus Rifle	Remington				513 T .22LR BOLT	4	
Surplus Rifle	Remington				MOD 582 .22LR BOLT ACTION	2	
Surplus Rifle	Savage				MOD 40 .22LR	1	
Surplus Rifle	Gecado	Special-Gewehrlaufstahl			12 GA SINGLE SHOT SHOTGUN	1	

SCHEDULE 5							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Surplus Rifle	Winchester				MOD 37 12GA SHOTGUN	1	
Surplus Rifle	Valmet				.22LR	1	
Surplus Rifle	Savage				MOD 6D .22LR	1	
Surplus Rifle	Sans Fumee (Belgian)				16GA DBL BARREL	1	
Surplus Rifle	Mossberg				MOD 152k SEMI AUTO .22LR	1	
Surplus Rifle	Ruger				MOD 10-22 .22LR	1	
Surplus Rifle	Remington				MOD 511P, T, AND X	17	
Surplus Rifle	Voere				.22LR BOLT ACTION WITH MAG	1	
Surplus Rifle	De Victor Sarasquesta Elbar				12GA DBL BARREL	1	
Surplus Rifle	Bco, Make Unknown				DBL BARREL (STAHL)	2	
Surplus Rifle	Helsinki Suomi				OVER/UNDER 12GA	1	
Surplus Rifle	Batavia Leader				DBL BARREL 12GA	1	
Surplus Rifle	Savage				MOD 755A 12GA SEMI AUTO	1	
Surplus Rifle	Fusil Robust				12GA DBL BARREL	2	
Surplus Rifle	Savage				MOD 40 .22LR	3	
Surplus Rifle	Make Unknown				KRUPP SPECIAL-LAUFSHAHL	1	
Surplus Rifle	Cooley				MOD 64B .22LR	1	
Surplus Rifle	Savage				MOD 4C	4	
Surplus Rifle	Franchi				DBL BARREL	1	
Surplus Rifle	Cooley				MOD 60 .22LR	1	
Surplus Rifle	Savage				MOD B DBL BARREL SHOTGUN	1	
Surplus Rifle	Browning	Browning FN			SHOTGUN SEMI AUTO	1	
Surplus Rifle	Tyrol				MOD 5522 .22LR	1	
Surplus Rifle	Lizumlu Silah				12GA	1	
Surplus Rifle	Squire				M16 .22LR	1	
Surplus Rifle	Hunter Arms				DBL BARREL	1	
Surplus Rifle	Savage				MOD 987 .22LR SEMI AUTO	1	
Surplus Rifle	Browning	Browning FN			SINGLE SHOT .22LR	1	
Surplus Rifle	Mausers				M107 .22LR	1	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other					Aksa, Turkey, Magazine, 12GA, 3", 10rd. For AS46 Pump Action Shotgun.	1	
Parts & Other					AR-Buttstock Screw- A2	6	
Parts & Other					AR-Buttstock Spacer-A2	5	
Parts & Other					AR-Swivel, Rear	7	
Parts & Other					AR-Buffer Spring-Rifle	1	
Parts & Other					AR-Magazine Catch Assy	24	
Parts & Other					AR-Bolt Catch Plunger	33	
Parts & Other					AR-Bolt Catch Spring	32	
Parts & Other					AR-Bolt Catch Roll Pin	37	
Parts & Other					AR-Safety Selector	12	
Parts & Other					AR-Safety Detent	2	
Parts & Other					AR- Pistol Grip Screw	3	
Parts & Other					AR-Pistol Grip- Washer	19	
Parts & Other					AR-Trigger Guard Assembly	3	
Parts & Other					AR-Trigger Guard Pin	38	
Parts & Other					AR-Takedown Pin, Rear	15	
Parts & Other					AR-Magazine Catch Spring	10	
Parts & Other					AR-Pivot Pin, Front	19	
Parts & Other					AR-Hammer Spring	11	
Parts & Other					AR-Hammer & Trigger Pin (2 Required)	3	
Parts & Other					AR-Disconnecter	5	
Parts & Other					AR-Disconnecter Spring	43	
Parts & Other					AR-Trigger Spring	18	
Parts & Other					AR-Safety Spring	15	
Parts & Other					AR-Buffer Detent Spring	89	
Parts & Other					AR-Receiver Extension Tube	7	
Parts & Other					AR-Buttstock (A2)	4	
Parts & Other					M4-Receiver Ebn. Tube -USGI	10	
Parts & Other					5-Prong Flash Hider, AGW, 1/2-28 Thread	10	
Parts & Other					AR-Front Sight Base (.750)	1	
Parts & Other					AR-Handguard Rifle (Set)	3	
Parts & Other					AR-Delta Ring	35	
Parts & Other					AR-Weld Spring	35	
Parts & Other					AR-Handguard Snap Ring	32	
Parts & Other					AR-Handguard Cap, Triangular	6	
Parts & Other					AR-Front Sight Post Square (A2)	19	
Parts & Other					AR-Front Sight Detent	41	
Parts & Other					AR-Front Sight Detent Spring	31	
Parts & Other					AR-Gas Tube Roll Pin	1	
Parts & Other					AR-Swivel Rivet	50	
Parts & Other					AR-Swivel- Front	10	
Parts & Other					AR-Front Sight Base (FSB) Taper Pin (2 Req)	34	
Parts & Other					AR-Flash Hider- Crush Washer	2	
Parts & Other					AR Flash Hider-A2-XL(w/ Pin Hole & Pin), 1/2-28 Thread	1	
Parts & Other					AR-Bolt Carrier Key, SHCS	47	
Parts & Other					AR-Bolt Carrier Key	5	
Parts & Other					AR-Extractor Spring With Insert	3	
Parts & Other					AR-Cam Pin	1	
Parts & Other					AR-Ejector	2	
Parts & Other					AR-Extractor-Buffer Spring	25	
Parts & Other					AR-Ejector Roll Pin	41	
Parts & Other					AR-Extractor	12	
Parts & Other					AR-Bolt Gas Rings (set of 3)	6	
Parts & Other					AR-Extractor Pin	35	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other					AR-Firing Pin	3	
Parts & Other					Picatinny Gas Block	1	
Parts & Other					Combat Latch, Steel, AR15/M4/M16	5	
Parts & Other					AR-Forward Assist Retainer Pin	10	
Parts & Other					AR-Ejection Cover Hinge Pin Clip	72	
Parts & Other					AR-Ejection Cover Hinge Pin	3	
Parts & Other					AR-Ejection Cover Spring	14	
Parts & Other					AR-Forward Assist Plunger Assembly	29	
Parts & Other					Osprey Piston Kit, Carbine-Length Handguards AR15/M16/M4 Rifles And Barrel Diameter No Greater Than 1.00"	1	
Parts & Other					AR-Delta Ring Assy. Kit	3	
Parts & Other					AR-Ejection Port Cover Assy. - Kit	1	
Parts & Other					AR-Front Sight Base Assy. Kit	2	
Parts & Other					AR- A2 Rear Sight Assy. Kit	3	
Parts & Other					Armalite, USA, Magazine, AR10 Rifle, Gen II, 308, 5rd.	34	
Parts & Other					Armalite, USA, AR10 Muzzle Break, 3-Gun, w/ Turning Screws.	2	
Parts & Other					Armalite, USA, AR10 A2 Receiver Extension Kit, No Stock.	3	
Parts & Other					Armalite, USA, AR50 15-Minute Picatinny Sight Rail, Part # AR500361.	12	
Parts & Other					Armalite, USA, AR50 50-Minute Picatinny Sight Rail, Part # AR500365.	10	
Parts & Other					Armalite, USA, M-15 Detachable A2 Carry Handle, Part # E20149.	7	
Parts & Other					Armalite, USA, M-15 Spring Replacement Kit, Part # EMK010.	7	
Parts & Other					Armalite, USA, M-15 A2 Front Sight Clamp On w/ Screws, Part # EU0240MPKIT.	2	
Parts & Other					Balikli, Turkey, 12GA Shotgun Choke Kit w/ Case & Wrench, 5 Screw In Chokes (F,IM,M,IC,SK) included.	135	
Parts & Other					Balikli, Turkey, 20GA Shotgun Choke Kit w/ Case & Wrench, 5 Screw In Chokes (F,IM,M,IC,SK) included.	38	
Parts & Other					Balikli, Turkey, Angled Foregrip, for BS12 and BSM12 Series Semi-Auto Shotguns.	6	
Parts & Other					BALIKLI SILAHs, Turkey, Accessory FIXED Stock forBS-SBP-AS Series Shotgun, Polymer, Black, FIXED STOCK WITH PISTOL GIRP	36	
Parts & Other					BALIKLI SILAH, Turkey, Accessory OVER-FOLD Stock for BS-SBP-AS Series Shotgun, Polymer, Black, OVER FOLD WITH PISTOL GRIP	35	
Parts & Other					Balikli Silah, Turkey, Magazine, 12GA, 2rd, for Semi-Auto Shotgun, Metal Body, Polymer Base.	256	
Parts & Other					Balikli Silah, Turkey, Magazine, 12GA, 5rd, for Semi-Auto Shotgun, Metal Body, Polymer Base.	387	
Parts & Other					Balikli Silah, Turkey, Magazine for S-20, 20GA, 2rd, for Semi-Auto Shotgun, Metal Body, Polymer Base.	38	
Parts & Other					Balikli Silah, Turkey, Magazine for S-20, 20GA, 5rd, for Semi-Auto Shotgun, Metal Body, Polymer Base.	48	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other					Balikli, Turkey, Barrel Extension, 12GA, External Threading, 4", Threaded for Mobile Chokes.	51	
Parts & Other					Balikli, Turkey, Barrel Extension, 12GA, External Threading, 6", Threaded for Mobile Chokes.	48	
Parts & Other					Balikli, Turkey, Barrel Extension, 12GA, External Threading, 8", Threaded for Mobile Chokes.	87	
Parts & Other					Balikli, Turkey, Barrel Extension Kit (BEK), 12GA, External Threading, 3-Extensions: 4", 6" & 8".	2	
Parts & Other					Balikli, Turkey, Barrel Extension, 12GA, Internal Threading, 4", Threaded for Mobile Choke.	80	
Parts & Other					Balikli, Turkey, Barrel Extension, 12GA, Internal Threading, 6", Threaded for Mobile Choke.	75	
Parts & Other					Balikli, Turkey, Barrel Extension, Model, 12GA, Internal Threading, 8", Threaded for Mobile Choke.	73	
Parts & Other					Balikli, Turkey, Barrel Extension, 20GA, Internal Threading, 4", Threaded for Mobile Chokes.	30	
Parts & Other					Balikli, Turkey, Barrel Extension, 20GA, Internal Threading, 6", Threaded for Mobile Chokes.	27	
Parts & Other					Balikli, Turkey, Barrel Extension, 20GA, Internal Threading, 8", Threaded for Mobile Chokes.	28	
Parts & Other					Balikli, Turkey, Barrel Extension, 20GA, External Threading, 10cm (4"), Threaded for Mobile Chokes.	58	
Parts & Other	Brunox	Turbo-Spray Gun Care	BGC-A-300ML	Other	Brunox, Switzerland, Turbo-Spray Gun Care, 300ml Aerosol. Box of 12.	562	
Parts & Other	Brunox	Turbo-Spray Gun Care	BGC-BULK-5L	Other	Brunox, Switzerland, Turbo-Spray Gun Care, 5L Canister.	4	
Parts & Other					Brunox, Switzerland, Turbo-Spray Gun Care, 120ml Pump Spray, Box of 20.	702	
Parts & Other					Brunox, Switzerland, Lub & Cor, 100ml Pump Spray, 20 Piece Display Carton.	383	
Parts & Other					Bul Ltd, Israel, Magazine, 9mm, 10rd Capacity, for Bul Ltd. Cherokee Handgun, Restricted Firearm in Canada.	10	
Parts & Other					Bul Ltd, Israel, Magazine, 40S&W, 10rd Capacity, for Bul Ltd. M5 Handgun, Restricted Firearm in Canada.	8	
Parts & Other					Buyukbayram, Magazine, 12GA, 3", 10rd, for AS46 Pump Action Shotgun.	5	
Parts & Other					Buyukbayram, Magazine, 12GA, 3", 2rd, for AS46 Pump Action Shotgun.	1	
Parts & Other					Buyukbayram, Magazine, 12GA, 3", 5rd, for AS46 Pump Action Shotgun.	3	
Parts & Other					CAR-Barrel Extension - M4 Feed Cut	21	
Parts & Other					CAR-Handguard Carbine (Set)	6	
Parts & Other					M4- Handguard Set-Double Heat Shield	4	
Parts & Other					M4-Gas Tube 12" Mid Length	4	
Parts & Other					M4-Gas Tube 7.5" (6.5" barrel)	5	
Parts & Other					M4-Gas Tube- 16"	2	
Parts & Other					CAR - Handguard Cap, Round	9	
Parts & Other					M4-Stock Release Lever	10	
Parts & Other					M4-Release Lever Lock Nut	7	
Parts & Other					M4-Release Lever Lock Nut Pin	48	
Parts & Other					M4-Receiver End Plate	10	
Parts & Other					M4-Receiver Extn. Tube (6-Position)	9	
Parts & Other					M4-Release Lever Lock	10	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other					M4-Lock Spring	49	
Parts & Other					M4-Sliding Stock	10	
Parts & Other					ChongQuing Dontop Optics Co. Ltd., China, LK001, Trigger Locks, Keyed System.	2	
Parts & Other					ChongQuing Dontop Optics Co. Ltd., China, LK002, Trigger Locks, Combination System.	2	
Parts & Other					ChongQuing Dontop Optics Co. Ltd., China, LP902, Cleaning Kit, All Calibres in Case.	2	
Parts & Other					Clever, Item # 831107, 20GA, 2-3/4", 28gr (1oz), #7 Shot, 20GA T3 Hunting, 1315 fps, 25rds/Box, 250rds/Case.	18	
Parts & Other					Clever, Item # 831907, 16GA, 2-3/4", 29gr (1oz), #7 Shot, 16GA T3 Hunting, 1315 fps, 25rds/Box, 250rds/Case.	16	
Parts & Other					Clever, Item # 820708, 12GA, 2-3/4", 32gr (1-1/8oz), #8 Shot, Mirage Spreader T2 Twister Wad, 1320 fps, 25rds/Box, 250rds/Case.	9	
Parts & Other					HSA-15 Lower Half - M4 Style, 5.56/223	2	
Parts & Other					FMK Firearms, USA, Magazine, 9mm, 10rd Capacity, Gen1 & Gen2 Compatible.	146	
Parts & Other					FMK Firearms, USA, AR1 eXtreme, AR15/M4 Lower Receiver, Polymer, Black, Restricted. FRT: 157766.	1	
Parts & Other					44LS Trap, 12"L x 24"W x 16"H, 250lbs, Pistol Calibres .22 - .454 Casull - 500 S&W	1	
Parts & Other					Trojan Horse, Hearing Protection, Bullet Foam Ear Plug With String & Storage Case.	1	
Parts & Other					Trojan Horse, Ear Plug With String & Storage Case.	1	
Parts & Other					Trojan Horse, Glasses, Clear/Orange, ANSI/CE EN 166/170.	1	
Parts & Other					HOWA, Japan, Rifles & Barreled Actions, Various Calibres, Barrel Lengths & Stock Configurations. Non-Restricted in Canada. Purchased through Legacy Sports International.	30	
Parts & Other					HOWA, Japan, Accessories (Parts & Magazines) for Rifles & Barreled Actions. Non-Restricted in Canada. Purchased through Legacy Sports International.	9	
Parts & Other					High Standard, Magazine Follower, 22 Short	5	
Parts & Other					High Standard, Magazine Follower, 22LR	18	
Parts & Other					High Standard, Magazine Base, Military-Red Plastic	1	
Parts & Other					High Standard-Magazine, Military Grip-22LR-Metal Base; For all post 1960 model except (106/107)	2	
Parts & Other					High Standard, Magazine Spring, 22LR	32	
Parts & Other					High Standard, Magazine Spring, 22 Short	5	
Parts & Other					High Standard, Magazine Button	6	
Parts & Other					High Standard, 22 Target Pistols, Spring Kit, All Post 1960 Models.	12	
Parts & Other					HS-Slide Lock - Blue	2	
Parts & Other					High Standard, Slide Lock, Gold	5	
Parts & Other					High Standard, Slide Lock, Nickel	5	
Parts & Other					High Standard, Take Down Plunger	9	
Parts & Other					High Standard, Take Down Plunger Spring	25	
Parts & Other					High Standard, Sear Spring/Take Down Plunger Pin	25	
Parts & Other					High Standard, Trigger Stop Screw	25	
Parts & Other					High Standard, Hammer	4	
Parts & Other					High Standard, Hammer Pin	24	
Parts & Other					High Standard, Hammer Spring	25	
Parts & Other					High Standard, Hammer Strut	9	
Parts & Other					High Standard, Hammer Strut Spring	24	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other					High Standard, Hammer Strut Pin	24	
Parts & Other					High Standard, Hammer Strut Anchor	9	
Parts & Other					High Standard, Grip Screw, Houston Models Only	21	
Parts & Other					High Standard, Magazine Catch, Blue	5	
Parts & Other					High Standard, Magazine Catch, CH	5	
Parts & Other					High Standard, Magazine Catch, Gold	5	
Parts & Other					High Standard, Magazine Catch, Nickel	5	
Parts & Other					High Standard, Safety Lock, Blue	5	
Parts & Other					High Standard, Safety Lock, Gold	5	
Parts & Other					High Standard, Safety Lock, Nickel	5	
Parts & Other					High Standard, Magazine Catch Spring	25	
Parts & Other					High Standard, Magazine Catch Spring Guide	10	
Parts & Other					High Standard, Magazine Catch Roller Pin	10	
Parts & Other					High Standard, Magazine Catch Roller	10	
Parts & Other					High Standard, Sear	5	
Parts & Other					High Standard, Sear Bar Spring	34	
Parts & Other					High Standard, Slide Plate Screw, Houston Models Only	22	
Parts & Other					High Standard, Sear Spring, Adjustable	3	
Parts & Other					High Standard, Sear Spring Assembly, Adjustable	15	
Parts & Other					High Standard, Sear Adjustment Screw	10	
Parts & Other					High Standard, Side Plate	8	
Parts & Other					High Standard, Sear Adj. Plunger	9	
Parts & Other					High Standard, Trigger with Stop, Gold	5	
Parts & Other					High Standard, Trigger with Stop, Nickel	4	
Parts & Other					High Standard, Trigger, Optional Long Trigger (w/Stop)	5	
Parts & Other					High Standard, Trigger Pin	21	
Parts & Other					High Standard, Sear Pin Assembly	15	
Parts & Other					High Standard, Sear Bar Assembly	4	
Parts & Other					High Standard, Grip Alignment Pin	25	
Parts & Other					High Standard, Slide Lock Spring	15	
Parts & Other					High Standard, Extractor Spring	33	
Parts & Other					High Standard, Slide-Olympic (M	1	
Parts & Other					High Standard, Slide, Citation (M)	1	
Parts & Other					High Standard, Driving Spring Plug	9	
Parts & Other					High Standard, Driving Spring Plug Pin	21	
Parts & Other					High Standard, Firing Pin Retainer Pin	24	
Parts & Other					High Standard, Extractor	29	
Parts & Other					High Standard, Drive Spring Plunger	8	
Parts & Other					High Standard, Drive Spring/Recoil Spring	32	
Parts & Other					High Standard, Extractor Plunger	17	
Parts & Other					High Standard, Firing Pin Spring	31	
Parts & Other					High Standard, Firing Pin Retaining Pin, Olympic	25	
Parts & Other					HS-Grip-RH Shooter-Ckd-Mil Grip	2	
Parts & Other					HS-Grip-Ambidex.-Ckd-Mil Grip	3	
Parts & Other					Hunt Group, Turkey, Magazine for AS46 Pump Shotgun, 12ga, 10rd, 3".	5	
Parts & Other					Hunt Group, Turkey, Barrel, Pump Shotgun, 12GA, 3", 28" Vent Rib Barrel, Threaded for Mobile Choke.	4	
Parts & Other	Hunt Group	Magazine	FD12-MAG-2RD	Other	Hunt Group, Final Defense, Turkey, Semi-Auto 12 ga Shotgun 2 Round Magazine, for Model: FD12. Metal Body, Polymer Base Plate.	100	
Parts & Other	Hunt Group	Magazine	FD12-MAG-5RD	Other	Hunt Group, Final Defense, Turkey, Semi-Auto 12 ga Shotgun 5 Round Magazine, for Model: FD12. Metal Body, Polymer Base Plate.	261	
Parts & Other						1,321	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other					Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 14+2-rds, 20" Barrel, Fixed Stock, 10 Chokes, Black Finish.	41	
Parts & Other					Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 12+2-rds, 17" Barrel, Pistol Grip Stock, 10 Chokes, Black Finish.	26	
Parts & Other	Hunt Group	Magazine	MHP-S-MAG-2RD	Other	Hunt Group, Turkey, Accessory, 2rd Magazine, 12ga, Polymer, Black, For MH-P & MH-S models.	400	
Parts & Other	Hunt Group	Magazine	MHP-S-MAG-5RD	Other	Hunt Group, Turkey, Accessory, 5rd Magazine, 12ga, Polymer, Black, For MH-P & MH-S models.	350	
Parts & Other					Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 24" Barrel, 5 Chokes, Magpul-Style Stock & Forend, Matte Black Finish.	46	
Parts & Other	Hunt Group	TAC 12 STOCKS	TAC 12 STOCKS	OTHER	TAC 12 STOCKS	207	
Parts & Other	Hunt Group	KITS-STOCKS	HUNT GROUP		KITS-STOCKS, FLASH ELIMINATORS, EXT CHOKE.	15	
Parts & Other	Hunt Group	EXTEND CHOKES	HUNT GROUP		EXTEND CHOKES	67	
Parts & Other					Interarms, USA, Part: ARK-LP-SPL, AR15/M4 Lower Parts Kit (Semi-Auto) w/o Pistol Grip, Black.	3	
Parts & Other					Interarms, USA, AR15/M4 Take Down Pivot Pin Detent (2 Req).	4	
Parts & Other					Interarms, USA, Part: AR-L130-64576ML, AR/M4 Pisl Gri (A2), Black.	9	
Parts & Other					Interarms, USA, AR15/M4 Takedown Pin, Rear.	8	
Parts & Other					Interarms, USA, AR15/M4 Pivot Pin, Receiver, Front.	8	
Parts & Other					Interarms, USA, Gas Tube, 16".	7	
Parts & Other					Interarms, USA, Part: AR-M4-L3-64069, Car/M4 receiver Extension Lock Nut.	14	
Parts & Other					Interarms, USA, M4 Recoil/Buffer Spring.	3	
Parts & Other					Interarms, USA, Part: AR-M4-M9390019, Receiver Extension Tube, 6-Position, USGI.	22	
Parts & Other					Interarms, USA, Recoil/Buffer Spring, A2 Rifle.	2	
Parts & Other					Interarms, USA, Part: AR-SL94-61574, AR/M16 Receiver Extension Tube, Rifle (A2).	6	
Parts & Other					Interarms, USA, Part: AR-UPH2-FT-10.5, AR Flat Top Complete Upper Half, 5.56 NATO, 10.5" Barrel (HCR, 1:7 Twist), Parkerized.	6	
Parts & Other					Interarms, USA, Part: AR-UPH-300AAC, Flat Top Complete Upper Half, , 16" Barrel 1:8 Twist Parkerized Complete	2	
Parts & Other					Interarms, USA, Part: AR-UPH4-16FT-HCR, AR Flat Top Complete Upper Half, 5.56 NATO, 16" Barrel (HCR, 1:7 Twist), Parkerized.	8	
Parts & Other					Interarms, USA, AR15 Upper Receiver Complete, 7.62x39, 16" Barrel, Charge Handle, BCA, 5/30rd Magazine.	6	
Parts & Other					Interarms, USA, Part: AR9-ADPT, AR/M4 Lower Receiver Adaptor, 9mm, Magwell Block to Convert 5.56NATO AR15 to 9MM.	3	
Parts & Other					Interarms, USA, Part: AR9-MAG-62980, AR/M4 Magazine (Colt Style), 9mm, 5/10rd, RRA.	17	
Parts & Other					Interarms, USA, Part: AR-B87-64503ML, AR/M16/M4 Crush Washer for 9mm Barrel/Flash Hlder.	8	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other					Interarms, USA, Part: AR-B88-62348ML, AR/M16/M4 Flash Hider (A2) for 9mm Calibre.	6	
Parts & Other					Interarms, USA, Part: HD-1318MH, Handgun Magazine, High Standard, HD Military, 10rd Capacity, 22LR, Heat Treated, Blued.	5	
Parts & Other					ProMag Magazine 5/20, 7.62x39mm for 7.62x39mm AR models	8	
Parts & Other					Istanbul Arms, Turkey, Cheek Riser Attachment for Polymer & Camo Stock Models of Impala Plus Shotguns.	9	
Parts & Other					Istanbul Arms, Turkey, Green Fibre Optic Clamp On Sight for Models of Impala Plus Shotguns.	24	
Parts & Other					Istanbul Arms, Turkey, Red Fibre Optic Clamp On Sight for Models of Impala Plus Shotguns.	24	
Parts & Other	Knight Rifles	Breech Plug	M900018	Breech Plug	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900018..BREECH PLUG MOUNTAINEER RPJ	38	
Parts & Other	Knight Rifles	Breech Plug	M900020	Breech Plug	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900020..BREECH PLUG MOUNTAINEER..BARE PRIMER	40	
Parts & Other	Knight Rifles	Breech Plug	M900021	Breech Plug	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900021..BREECH PLUG..W209 / TK / USAK	32	
Parts & Other	Knight Rifles	Jag, W	M900038	Jag, W	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900038..JAG, W-EXTENSION..52 CAL	11	
Parts & Other	Knight Rifles	Jag, W	M900039	Jag, W	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900039..JAG, W-EXTENSION..45 CAL	10	
Parts & Other	Knight Rifles	Jag, W	M900040	Jag, W	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900040..JAG, W-EXTENSION..50 CAL	10	
Parts & Other	Knight Rifles	Breech Plug	M900046	Breech Plug	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900046..BREECH PLUG..VISION NON FPJ	40	
Parts & Other		High Pressure		Barnes...50 Cal	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900103..PRIMER TOOL..FULL PLASTIC JACKET	69	
Parts & Other	Knight Rifles	E-Z	M900116	High Pressure	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900116..HIGH PRESSURE SABOTS...45 CAL / .400-BROWN	3	
Parts & Other		High Pressure		High Pressure	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900119..HIGH PRESSURE SABOTS...54 CAL / .500-PURPLE	5	
Parts & Other	Knight Rifles	High Pressure	M900126	E-Z	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900126..E-Z LOAD SABOTS...50 CAL / .451-.452 ORANGE	40	
Parts & Other	Knight Rifles	High Pressure	M900127	High Pressure	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900127..HIGH PRESSURE SABOTS...50 CAL / .429 - .430 GREEN	20	
Parts & Other	Knight Rifles	Hornady Jacketed	M900128	High Pressure	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900128..HIGH PRESSURE SABOTS...50 CAL / .451-.452 BLACK	30	
Parts & Other	Knight Rifles	Hornady Jacketed	M900136	High Pressure	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900136..HIGH PRESSURE SABOTS...50 CAL / .158-RED	29	
Parts & Other		Hornady Jacketed	M900137	E-Z	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900137..E-Z LOAD BOATAIL SABOTS...50 CAL / .452-BLUE	20	
Parts & Other		Hornady Lead	M900138	High Pressure	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900138..HIGH PRESSURE SABOTS...52 CAL / .458-SILVER	10	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other		Hornady Lead	M900139	High Pressure	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900139..HIGH PRESSURE SABOTS...52 CAL / .475-MAGENTA	10	
Parts & Other		Bloodline Bullet	M900145	Orange Disc	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900145..SHELL, WAD W/SHOT SHELL...3 1/2"	30	
Parts & Other	Knight Rifles	Bloodline Bullet	M900183	Hornady Jacketed	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900183..HORNADY JACKETED BULLET...50 CAL / 260 GRAIN / PACK OF 20	40	
Parts & Other	Knight Rifles	Bullet, Hornady	M900184	Hornady Jacketed	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900184..HORNADY JACKETED BULLET...50 CAL/ 300 GRAIN / PACK OF 20	28	
Parts & Other	Knight Rifles	Bloodline Bullet	M900185	Hornady Jacketed	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900185..HORNADY JACKETED BULLET...50 CAL / 240 GRAIN / PACK OF 20	28	
Parts & Other	Knight Rifles	Bloodline Bullet	M900203	Hornady Lead	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900203..HORNADY LEAD BULLETS...50 CAL / 260 GRAIN / PACK OF 20	27	
Parts & Other	Knight Rifles	Bloodline Bullet	M900204	Hornady Lead	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900204..HORNADY LEAD BULLETS...50 CAL / 310 GRAIN / PACK OF 20	44	
Parts & Other	Knight Rifles	Bloodline Bullet	M900485	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900485..BLOODLINE BULLET...45 CAL / 185 GRAIN / .400	39	
Parts & Other	Knight Rifles	Bloodline Bullet	M900486	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900486..BLOODLINE BULLET...45 CAL / 200 GRAIN / .400	40	
Parts & Other	Knight Rifles	Bloodline Bullet	M900540	Bullet, Hornady	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900540..BULLET, HORNADY...52 CAL / .325 GRAIN FTX	10	
Parts & Other	Knight Rifles	Bullet, Bloodline	M900541	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900541..BLOODLINE BULLET, ...50 CAL / 220 GRAIN / .458..PACK OF 20	27	
Parts & Other		Bullet, Bloodline	M900542	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900542..BLOODLINE BULLET...50 CAL / 250 GRAIN / .452..PACK OF 20	10	
Parts & Other	Knight Rifles	Bullet, Bloodline	M900543	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900543..BLOODLINE BULLET...50 CAL / 275 GRAIN / .458..PACK OF 20	17	
Parts & Other	Knight Rifles	Bullet, Bloodline	M900544	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900544..BLOODLINE BULLET...50 CAL / 300 GRAIN / .458..PACK OF 20	30	
Parts & Other	Knight Rifles	Barnes Red	M900545	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900545..BLOODLINE BULLET 20 PACK...54 CAL / 325 GRAIN / .500	10	
Parts & Other	Knight Rifles	Barnes Red	M900546	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900546..BLOODLINE BULLET...50 CAL / 350 GRAIN / .458..PACK OF 20	10	
Parts & Other	Knight Rifles	Barnes Red	M900547	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900546..BLOODLINE BULLET...50 CAL / 350 GRAIN / .458..PACK OF 20	26	
Parts & Other	Knight Rifles	Barnes Red	M900559	Bullet, Bloodline	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900559..BULLET, BLOODLINE 20 PACK...52 CAL / 220 GRAIN / .458	10	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other	Knight Rifles	Barnes Red	M900562	Bullet, Bloodline	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900562..BULLET, BLOODLINE 20 PACK...52 CAL / 300 GRAIN	10	
Parts & Other	Knight Rifles	Barnes Red	M900563	Bullet, Bloodline	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900563..BULLET, BLOODLINE 20 PACK...52 CAL / 275 GRAIN	10	
Parts & Other	Knight Rifles	Barnes Red	M900564	Bullet, Bloodline	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900564..BULLET, BLOODLINE 20 PACK...52 CAL / 350 GRAIN	10	
Parts & Other	Knight Rifles	Barnes Red	M900578	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900578..BARNES RED HOT...45 CAL 175 GRAIN..PACK OF 20	30	
Parts & Other	Knight Rifles	Barnes Spitzer	M900580	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900580..BARNES RED HOT...45 CAL 195 GRAIN..PACK OF 18	36	
Parts & Other	Knight Rifles	Barnes Spitzer	M900582	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900582..BARNES RED HOT...52 CAL 275 GRAIN..PACK OF 18	10	
Parts & Other	Knight Rifles	Barnes Pt	M900583	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900583..BARNES RED HOT...50 CAL 350 GRAIN..PACK OF 18	40	
Parts & Other	Knight Rifles	Barnes...50 Cal	M900584	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900584..BARNES RED HOT...52 CAL 350 GRAIN..PACK OF 18	10	
Parts & Other	Knight Rifles	Shot, Red	M900586	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900586..BARNES RED HOT...52 CAL 375 GRAIN..PACK OF 18	10	
Parts & Other	Knight Rifles	Shot, Red	M900590	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900590..BARNES RED HOT...50 CAL 250 GRAIN..PACK OF 18	27	
Parts & Other	Knight Rifles	Shot, Red	M900591	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900591..BARNES RED HOT...50 CAL 300 GRAIN..PACK OF 18	20	
Parts & Other	Knight Rifles	Full Plastic	M900592	Barnes Spitzer	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900592..BARNES SPITZER BT...50 CAL 245 GRAIN..PACK OF 18	30	
Parts & Other	Knight Rifles	Orange Disc	M900593	Barnes Spitzer	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900593..BARNES SPITZER BT...50 CAL 285 GRAIN..PACK OF 18	30	
Parts & Other	Knight Rifles	Modern Muzzle Loading Inc.	M900594	Barnes Pt	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900594..BARNES PT BT...50 CAL 250 GRAIN..PACK OF 18	25	
Parts & Other	Knight Rifles	Modern Muzzle Loading Inc.	M900595	Barnes...50 Cal	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900595..BARNES...50 CAL 290 GRAIN	17	
Parts & Other			M900607	Bronze Cerakote	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900607..KIT, CONVERSION..DISC EXTREME	10	
Parts & Other			M900608	Barrel, 5 Chokes	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900608..KIT, CONV DISC EX..BARE PRIMER	8	
Parts & Other	Knight Rifles	Modern Muzzle Loading Inc.	M900614	Shot, Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900614..SHOT, RED HOT MAGNUM..# 4, 3.5#	20	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other	Knight Rifles	Modern Muzzle Loading Inc.	M900615	Shot, Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900615..SHOT, RED HOT MAGNUM..# 5, 3.5#	20	
Parts & Other	Knight Rifles	Modern Muzzle Loading Inc.	M900616	Shot, Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900616..SHOT, RED HOT MAGNUM..# 6, 3.5#	20	
Parts & Other			M900881	Chokes, Black	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900881..CLN, ACCY CLEANING PACK...50 CAL	20	
Parts & Other			M900883	Chokes, Black	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900883..CLN, ACCY CLEANING PACK...45 CAL	20	
Parts & Other	Knight Rifles	Modern Muzzle Loading Inc.	M901104	Full Plastic	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M90104..FULL PLASTIC JACKET..100 / PACK	88	
Parts & Other	Knight Rifles	Modern Muzzle Loading Inc.	M901107	Orange Disc	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M90107..ORANGE DISC PRIMERS, 100/PACK	3	
Parts & Other			M901601	Chokes, Od	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M901601..KIT, STARTER KIT...50 CAL	10	
Parts & Other			M901602	Chokes, Od	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M901602..KIT, STARTER KIT...52 CAL	10	
Parts & Other			MBANNER	Barrel, 5 Chokes	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...KNIGHT RIFLE VINYL BANNER 2" X 3"	48	
Parts & Other			LA-XT15-WE-14	Exposed Hammer	Lazer Arms, Turkey, Shotgun, XT15, 1-Shot, 28ga, 3", 14" Vent Rib Barrel, Exposed Hammer, Walnut, Silver.	28	
Parts & Other			LA-XT16-WH-14	Hammerless, Walnut	Lazer Arms, Turkey, Shotgun, XT16, 1-Shot, 28ga, 3", 14" Vent Rib Barrel, Hammerless, Walnut, Silver.	40	
Parts & Other			LA-XT17-SE-14	Exposed Hammer	Lazer Arms, Turkey, Shotgun, XT17, 1-Shot, 28ga, 3", 14" Vent Rib Barrel, Exposed Hammer, Synthetic, Black.	14	
Parts & Other			LA-XT18-SH-14	Hammerless, Synthetic	Lazer Arms, Turkey, Shotgun, XT18, 1-Shot, 28ga, 3", 14" Vent Rib Barrel, Hammerless, Synthetic, Black.	28	
Parts & Other			LA101-MAG-17H-5	Walnut Stock	Lithgow Arms, Magazine for LA101 Bolt Action Rifle, 17HMR, 5rd, Black, Polymer.	70	
Parts & Other			LA102-MAG-223-4	Forest Green	Lithgow Arms, Magazine for LA102 Bolt Action Rifle, .223, 4rd, Black, Polymer.	70	
Parts & Other			LA102-MAG-243-3	Mmt Nutmeg	Lithgow Arms, Magazine for LA102 Bolt Action Rifle, .243 & .308 Win, 3rd, Black, Polymer.	70	
Parts & Other			LA102-POLYMER-STOCK-BLK	Shadow Grey	Lithgow Arms, Australia, POLYMER STOCK, BLACK, for LA102 Bolt Action Rifle, comaptible with .223, .243 & .308	4	
Parts & Other			BT-MAG-CH-9mm		Bul Ltd., Israel, Magazine, 10rd Capacity, 9mm. Fits all Cherokee Models.	40	
Parts & Other			BT-MAG-M5-40S&W	Rifle, Shadow	Bul Ltd., Israel, Magazine, 10rd Capacity, 40S&W. Fits all M5 Models except Classic 1911.	32	
Parts & Other			BT-MAG-M5CL-45	Rifle, Mmt	Bul Ltd., Israel, Magazine, 8rd, 45ACP. Fits all M5 1911 Classic Models Only.	40	
Parts & Other			TC-AR-B		Tapco, Intrafuse, Polymer AR, 5/30rd, Black	9	
Parts & Other			TW-BM71-MAG-O		OEM Beretta 71 Magazine, 22LR, 8rd, Italian Made	18	
Parts & Other			TW-BM92-MAG-R		Beretta 92, Replica Mag, New, 10rd	40	
Parts & Other			TW-MAG-TK-Ruger1022		Triple-K Magazines, Ruger 10.22, 10rd, 22LR, New, USA Made	3	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			MA-BOWFISHING-KIT	Nutmeg, West	Martin ARCHERY - Martin Outdoors LLC, USA...BOW FISHING KIT.; 3 X ARROWS WITH FISHING HEAD & REEL, STABILIZER BAR, FIXED REST.	65	
Parts & Other			MDT-102013-MAGM-BLK	The Ultra	Modular Driven Technology (MDT) ..Metal Magazine, Black finish, 10..SHORT ACTION, 10 ROUND	2	
Parts & Other			MDT-102856-SCS-BLK		Modular Driven Technology (MDT) ..SCS - Skeleton Carbine STOCK - SCS - CERAKOTE BLACK	1	
Parts & Other			MDT-103089-MAGP-BLK	Composite, 50Cal, 26" Barrel, 1:28" Twist, Timney	Modular Driven Technology (MDT) ..Poly / Metal Magazine, Black finish, 10 Round, fit ESS Series	3	
Parts & Other			MDT-103419-PGRIP-BLK		Modular Driven Technology (MDT) ..Pistol Grip - Black, for MDT CHASSIS	2	
Parts & Other			MDT-103419-PGRIP-FDE		Modular Driven Technology (MDT) ..Pistol Grip - FDE, for MDT CHASSIS	1	
Parts & Other			MDT-103631-RBAGML-BLK		Modular Driven Technology (MDT) ..REAR BAG RIDER M-LOCK. ALUMINUM	1	
Parts & Other			MDT-103789-BSWT-BLK		Modular Driven Technology (MDT) ..BUTT STOCK WEIGHT..# 103789-BLK	1	
Parts & Other			MDT-104016-VPGRIP-BLK		Modular Driven Technology (MDT) ..Pistol Grip - Black, for MDT CHASSIS	1	
Parts & Other			MDT-104583-SCS-FDE		Modular Driven Technology (MDT) ..SCS - Skeleton Carbine Stock..Cerakote FDE finish	1	
Parts & Other			MDT-ESS-LA102-104612-BLK	Barrel, 1:28" Twist	Modular Driven Technology (MDT) Chassis..ESS Series, designed to fit Lithgow LA102 barrel action, Right Hand, Cerakote Black finish	1	
Parts & Other			MDT-LSS-LA102-103246-BLK	Trigger, Straight	Modular Driven Technology (MDT) Chassis..LSS-XL GEN 2 System. Designed to fit Lithgow LA102 barrel action, Right Hand, Cerakote Black finish, Carbine Interface.	1	
Parts & Other			PARTS	Composite	Spare Parts provided as 2.5% of the purchase value by the MFG for warranty and service.	1	
Parts & Other			ACCESSORIES		Nikko Stirling, Accessories, Made in Japan & China.	1	
Parts & Other	Nikko Stirling	Sidewheel	NDSIWHEEL1	Accessories & Scopes	Nikko Stirling, SIDEWHEEL for Diamond Optic. Part # NDSIWHEEL1	34	
Parts & Other	Nikko Stirling	Sidewheel	NDSIWHEEL2	Accessories & Scopes	Nikko Stirling, SIDEWHEEL for Diamond 10-40 X 56 OPTIC. Part # NDSIWHEEL2	20	
Parts & Other	Nikko Stirling	Aligner	NSALIGNER	Accessories & Scopes	Nikko Stirling Scope alignment tool set, polymre case, multi caliber & 12 ga. PART # NSALINGER	73	
Parts & Other			NSLFMF7	Realtree Max1, 50Cal	Nikko Stirling Flashlight & Laser red dot. Pic. mount with remote (coil cord) control. PART # NSLFMF7	18	
Parts & Other	Nikko Stirling	Flashlight Laser Mount	NSLFR1	Accessories & Scopes	Nikko Stirling, Flashlight Laser Mount, 1" mount to attach to 1" rifle scopes. Ring with Pic rail attachment. NSLFR1	38	
Parts & Other	Nikko Stirling	Flashlight Laser Mount	NSLFR2	Accessories & Scopes	Nikko Stirling, Flashlight Laser Mount, 30mm mount to attach to 30 mm rifle scopes. Ring with Pic rail attachment. Part # NSLFR2	40	
Parts & Other	Nikko Stirling	Range Finder	NSLRF603	Accessories & Scopes	Nikko Stirling, Laser Range Finder, Made in China, 15-1200m, Case, Part: NSLRF603, Case of 20-Pieces.	32	
Parts & Other	Nikko Stirling	Monocular	NSM0630	Accessories & Scopes	Nikko Stirling, Monocular, Made in China, 6 x 30 wide, Part: NSM0630, Case of 20-Pieces...6x30 wide angle, Extreme big FOV (field of view), 10.5 degrees equals, 551feet@1000yds or 184m@1000m, Carry sling, Covers for lenses, Soft shell bag with belt loop	47	
Parts & Other	Nikko Stirling	Diamond	NSN60	Accessories & Scopes	Nikko Stirling, Made in China, DIAMOND 60MM	8	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			NSNWHEEL		NIKKO STIRLING, SIDE WHEEL	20	
Parts & Other			NSSCBY	Realtree Xtra	Nikko Stirling, Salesman Sample Bag, Holds 10-Pieces of Optics, Made in China, Case of 5.	5	
Parts & Other			NSSDR		Nikko Stirling, Scope Display Rack, Made in China, Case of 10.	353	
Parts & Other	Nikko Stirling	Scope Rings	NSM30WH	Accessories & Scopes	Nikko Stirling, Scope Rings, Made in China, Part: NSM30WH. SCOPE MOUNT 30mm WEAVER - HIGH ELEVATION	72	
Parts & Other	Nikko Stirling	Scope Rings	NSM30WM	Accessories & Scopes	Nikko Stirling, Scope Rings, Made in China, Part: NSM30WM. SCOPE MOUNT 30mm WEAVER - Medium Elevation	65	
Parts & Other	Nikko Stirling	Diamond	NSMQR30WH	Accessories & Scopes	Nikko Stirling, Made in China, Diamond QR Steel 30mm, Mount, Part: NSMQR30WH, Case of 72-Pieces, 30mm, Weaver Steel Mount, High, Matte Black, Quick Release.	70	
Parts & Other	Nikko Stirling	Diamond	NSMQR30WL	Accessories & Scopes	Nikko Stirling, Made in China, Diamond QR Steel 30mm, Mount, Part: NSMQR30WL, Case of 72-Pieces, 30mm, Weaver Steel Mount, Low, Matte Black, Quick Release.	127	
Parts & Other	Nikko Stirling	Diamond	NSMQR30WM	Accessories & Scopes	Nikko Stirling, Made in China, Diamond QR Steel 30mm, Mount, Part: NSMQR30WM, Case of 72-Pieces, 30mm, Weaver Steel Mount, Medium, Matte Black, Quick Release.	102	
Parts & Other	Nikko Stirling	Diamond	NSMQR1WH	Accessories & Scopes	Nikko Stirling, Made in China, Diamond QR Steel 1", Mount, Part: NSMQR1WH, Case of 72-Pieces, 1", Weaver Steel Mount, High, Matte Black, Quick Release.	57	
Parts & Other	Nikko Stirling	Diamond	NSMQR1WL	Accessories & Scopes	Nikko Stirling, Made in China, Diamond QR Steel 1", Mount, Part: NSMQR1WL, Case of 72-Pieces, 1", Weaver Steel Mount, Low, Matte Black, Quick Release.	127	
Parts & Other	Nikko Stirling	Diamond	NSMQR1WM	Accessories & Scopes	Nikko Stirling, Made in China, Diamond QR Steel 1", Mount, Part: NSMQR1WM, Case of 72-Pieces, 1", Weaver Steel Mount, Medium, Matte Black, Quick Release.	111	
Parts & Other			NDHOLOT4M	Realtree	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDHOLOT4M, Made in Japan, Case of 10-Pieces, Mount for ProT 4 (SKU: NDHOLOT4).	12	
Parts & Other			NDHOLOT5M	Realtree	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDHOLOT5M, Made in Japan, Case of 10-Pieces, ..(Mount for ProT5 SKU: NDHOLOT5).	30	
Parts & Other	Nikko Stirling	Diamond	NDSPMT1	Accessories & Scopes	Nikko Stirling, Mount, Diamond Speed Sights, Model: NDSPMT1, Made in Japan, 1" Mount for SAS OR XT Handguns.	40	
Parts & Other	Nikko Stirling	Diamond	NDSPMT30	Accessories & Scopes	Nikko Stirling, Mount, Diamond Speed Sights, Model: NDSPMT30, Made in Japan, 30mm Munt for SAS OR XT Handguns.	40	
Parts & Other	Nikko Stirling	Diamond	NDSPXT1911	Accessories & Scopes	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDSPXT1911, Made in Japan, Mount for 1911 Handguns.	5	
Parts & Other	Nikko Stirling	Diamond	NDSPXT92	Accessories & Scopes	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDSPXT92, Made in Japan, FOR BERETTA 92 Handguns.	5	
Parts & Other	Nikko Stirling	Diamond	NDSPXTGL9	Accessories & Scopes	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDSPXTGL9, Made in Japan, Mount for GLOCK 9 Handguns	3	
Parts & Other	Nikko Stirling	Diamond	NDSPXTXD	Accessories & Scopes	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDSPXTXD, Made in Japan, Mount for Handguns.	15	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other	Nikko Stirling	Diamond	NSM1WH	Accessories & Scopes	Nikko Stirling, Made in China, Diamond Steel 1", Mount, Part: NSM1WH, 1", Weaver Steel Mount, High, Matte Black	90	
Parts & Other	Nikko Stirling	Diamond	NSM1WL	Accessories & Scopes	Nikko Stirling, Made in China, Diamond Steel 1", Mount, Part: NSM1WL, 1", Weaver Steel Mount, Low Elevation, Matte Black	54	
Parts & Other	Nikko Stirling	Diamond	NSM1WM	Accessories & Scopes	Nikko Stirling, Made in China, Diamond Steel 1", Mount, Part: NSM1WM, 1", Weaver Steel Mount, Medium, Matte Black	36	
Parts & Other	Nikko Stirling	Scope Base	NMREM101	Accessories & Scopes	Nikko Stirling, Scope Base, Made in China, Part: NMREM101, 2-Piece Base for HOWA/Rem 700, Case of 144-Pieces.	157	
Parts & Other	Nikko Stirling	MountMaster	NSMM1WH	Accessories & Scopes	Nikko Stirling, Made in China, MountMaster AO, Mount, Part: NSMM1WH, Case of 100-Pieces, Match 1" Weaver Style, High.	61	
Parts & Other	Nikko Stirling	MountMaster	NSMM1WM	Accessories & Scopes	Nikko Stirling, Made in China, MountMaster AO, Mount, Part: NSMM1WM, Case of 100-Pieces, Match 1" Weaver Style, Medium.	214	
Parts & Other	Nikko Stirling	MountMaster	NSMM30WH	Accessories & Scopes	Nikko Stirling, Scope Mounts, MountMaster AO, Made in China, 30mm 3/8 Weaver Style, High, Part: NSMM30WH	38	
Parts & Other	Nikko Stirling	MountMaster	NSMM30WL	Accessories & Scopes	Nikko Stirling, Scope Mounts, MountMaster AO, Made in China, 30mm 3/8 Weaver Style, Low, Part: NSMM30WL.	35	
Parts & Other	Nikko Stirling	MountMaster	NSMM30WM	Accessories & Scopes	Nikko Stirling, Scope Mounts, MountMaster AO, Made in China, 30mm 3/8 Weaver Style, Medium, NSMM30WM.	149	
Parts & Other	Nikko Stirling	Scope Base	NM15500	Accessories & Scopes	Nikko Stirling, Scope Base, Made in China, 1-Piece Picatinny Base Suite SHORT Action HOWA Blued Finish, Part: NM15500.	181	
Parts & Other	Nikko Stirling	Scope Base	NM15502	Accessories & Scopes	Nikko Stirling, Scope Base, Made in China, 1-Piece Picatinny Base Suite LONG Action HOWA Blued Finish, Part: NM15502.	100	
Parts & Other	Nikko Stirling	Scope Base	NM15503	Accessories & Scopes	Nikko Stirling, Scope Base, Made in China, 1-Piece Picatinny Base Suite LONG Action HOWA Blued Finish, Part: NM15503.	92	
Parts & Other			OPTICS		Nikko Stirling, Optics, Made in Japan & China.	1	
Parts & Other	Nikko Stirling	Diamond	NSFFP3441644 HMD	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, Model: NSFFP3441644HMD, 34MM TUBE...Made in China, First Focal Plane 4-16x44 HMD.	22	
Parts & Other	Nikko Stirling	Diamond	NSFFP3441644 PRR	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, ..Model: NSFFP3441644PRR, 34MM TUBE...Made in China, First Focal Plane 4-16X44 PRR.	17	
Parts & Other	Nikko Stirling	Diamond	NSFFP3462450 HMD	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, Model: NSFFP3462450HMD, 34MM TUBE...Made in China, First Focal Plane 6-24x50 HMD.	14	
Parts & Other	Nikko Stirling	Diamond	NSFFP3462450 PRR	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, ..Model: NSFFP3462450PRR, 34MM TUBE...Made in China, Case of 20-Pieces, First Focal Plane 6-24x50 PRR.	21	
Parts & Other	Nikko Stirling	Diamond	NSFFP41644H MD	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, Model: NSFFP41644HMD, Made in China, First Focal Plane 4-16x44 HMD.	38	
Parts & Other	Nikko Stirling	Diamond	NSFFP62450H MD	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, Model: NSFFP62450HMD, Made in China, First Focal Plane 6-24x50 HMD.	22	
Parts & Other	Nikko Stirling	Diamond	NDSI104056LR HF	Accessories & Scopes	Nikko Stirling, Optic, Diamond Long Range, Model: NDSI104056LRHF, Made in China, 10-40x56 Saddle Switch Illuminated HF Reticle.	17	
Parts & Other	Nikko Stirling	Diamond	NDSI41650LRH F	Accessories & Scopes	Nikko Stirling, Optic, Diamond Long Range, Model: NDSI41650LRHF, Made in China, 4-16x50 Saddle Switch Illumintaed HF Reticle.	7	
Parts & Other	Nikko Stirling	Target Master	NSTT3062456MD	Accessories & Scopes	NIKKO STIRLING, OPTIC. TARGETMASTER. Made in China. Model NSTT3062456MD. 6-24x56, Saddle Focus, Illuminated, Half MD, Sunshade Included	16	
Parts & Other			NDHOLOT4	Realtree Max1, 52Cal	Nikko Stirling, Optic, Diamond Speed Sights, ..Model: NDHOLOT4, Made in Japan, ProT 4; New Illumination, Waterproof, 1 MOA Click adjustments	12	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other	Nikko Stirling	Speed Sights	NDHOLOT4M	Accessories & Scopes	NIKKO STIRLING OPTICS:DIAMOND SPEED SIGHTS:NDHOLOT4M	12	
Parts & Other	Nikko Stirling	Speed Sights	NDHOLOT5	Accessories & Scopes	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDHOLOT5, Made in Japan, Pro T 5; New Illumination, Waterproof, 1 MOA Click adjustments, AUTO OFF / AUTO ON	26	
Parts & Other			NDSMRSL	Cal, 22" 416 Stainless	Nikko Stirling, Optic, Reflex Red Dot, Model: NDSMRSL, Nikko Stirling, Diamond Speed Sights, MRSL, Japan, Red Dot Reflex Sight	3	
Parts & Other	Nikko Stirling	Speed Sights	NDSPXT4	Accessories & Scopes	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDSPXT4, Made in Japan, New Illumination, Waterproof, 4 MOA RED DOT	5	
Parts & Other	Nikko Stirling	Diamond	NDSI104056LRHMD	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI104056LRHMD, Made in China, 10-40x56, 30mm	2	
Parts & Other	Nikko Stirling	Diamond	NDSI1424	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI1424, Made in China, Case of 10-Pieces, 1-4x24 Saddle Switch Illuminated Reticle.	40	
Parts & Other	Nikko Stirling	Diamond	NDSI15644	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI15644, Made in China, 1.5-6x44, Saddle Switch Illuminated Reticle	35	
Parts & Other	Nikko Stirling	Diamond	NDSI251050	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI251050, Made in China, 2.5-10X50, Saddle Switch Illuminated Reticle	1	
Parts & Other	Nikko Stirling	Diamond	NDSI31242	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI31242, Made in China, 3-12X42, Saddle Switch Illuminated Reticle	68	
Parts & Other	Nikko Stirling	Diamond	NDSI31256	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI31256, Made in China, 3-12X56, Saddle Switch Illuminated Reticle	44	
Parts & Other	Nikko Stirling	Diamond	NDSI31262	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI31262, Made in China, 3-12X62, Saddle Switch Illuminated Reticle	16	
Parts & Other	Nikko Stirling	Diamond	NDSI3942	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI3942, Made in China, Case of 10-Pieces, 3-9x42 Saddle Switch Illuminated Reticle.	36	
Parts & Other	Nikko Stirling	Diamond	NSNC105060HMDIR	Accessories & Scopes	NIKKO STIRLING OPTICS:DIAMOND:NSNC105060HMDIR	16	
Parts & Other	Nikko Stirling	Diamond	NSN105060MDIR	Accessories & Scopes	Nikko Stirling, Optics, DIAMOND SERIES. MODEL NSN10506MDIR. Made in Japan. 10-50 x 60. Target Turrets.	30	
Parts & Other	Nikko Stirling	Diamond	NSN10506NATO	Accessories & Scopes	Nikko Stirling, Optics, DIAMOND SPORTSMAN SERIES. MODEL NSN10506NATO. Made in Japan. 10-50 x 60. Target Turrets, 1/8 MOA (3.5mm at 100m), 30mm main tube, Glass etched reticle, NATO or Mil Dot reticle.	4	
Parts & Other	Nikko Stirling	Diamond	NSTT3041644LRX	Accessories & Scopes	NIKKO STIRLING, OPTIC. NIKKO STIRLING OPTIC. Made in China. Model TARGETMASTER NSTT3041644LRX. 30MM 4-16-44, Target Turrets with precise 1/8 MOA click, Lockable Zero-retention rings on turrets. Glass etched, red illuminated Half Mil Dot reticle, ETE C...	4	
Parts & Other			NSTT3041644MD		NIKKO STIRLING, OPTIC. NIKKO STIRLING OPTIC. Made in China. NSTT3041644MD	2	
Parts & Other	Nikko Stirling	Hunting Turrets	NSMEG1424	Accessories & Scopes	Nikko Stirling, Optics,METOR..NSMEG1424, 1-4X24 GLASS..4 Dot, 30mm tube, ¼ inch/MOA click (7mm@100m) ..Hunting turrets, Perfect edge to edge clarity ..Fully multicoated lenses, Fine-tuned illumination...Best optical and mechanical performance	7	
Parts & Other	Nikko Stirling	Hunting Turrets	NSMEG251050	Accessories & Scopes	Nikko Stirling, Optics,METOR..NSMEG1424, 1-4X24 GLASS..4 Dot, 30mm tube, ¼ inch/MOA click (7mm@100m) ..Hunting turrets, Perfect edge to edge clarity ..Fully multicoated lenses, Fine-tuned illumination...Best optical and mechanical performance	14	
Parts & Other	Nikko Stirling	Hunting Turrets	NSMEG31256	Accessories & Scopes	Nikko Stirling, Optics,METOR..NSMEG31256, 3-12 x 56. GLASS..4 Dot, 30mm tube, ¼ inch/MOA click (7mm@100m) ..Hunting turrets, Perfect edge to edge clarity ..Fully multicoated lenses, Fine-tuned illumination ..Best optical and mechanical performance	19	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			NSOC1824	50Cal	Nikko Stirling, Optic, OCTA Series...Model NSCO1824..30mm, ¼ inch / MOA increments (7mm@100m), Hunting turrets, Parallax adjustment on 1-8X24, Illumination, 4 Dot - glass Reticle, Fully multicoated lenses, High end mechanics and performance. ...Made i...	1	
Parts & Other	Nikko Stirling	Hunting Turrets	NSOC21650	Accessories & Scopes	Nikko Stirling, Optic, OCTA Series...Model NSCO1824..30mm, ¼ inch / MOA increments (7mm@100m), Hunting turrets, Parallax adjustment on 2-16x50, Illumination, 4 Dot - glass Reticle, Fully multicoated lenses, High end mechanics and performance. Made in...	8	
Parts & Other	Nikko Stirling	Panamax	NPGI61850AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1" Long Range, Model: NPGI61850AO, Made in China, 6-18x50 HMD Glass Reticle IR AO.	15	
Parts & Other			NPGI3940	Show gun	Nikko Stirling, Optic, Panamax 1", Model: NPGI3940, Made in China, Case of 10-Pieces, 3-9x40 HMD Glass Reticle IR.	1	
Parts & Other	Nikko Stirling	Panamax	NPGI3940AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPGI3940AO, Made in China, Case of 10-Pieces, 3-9x40 HMD Glass Reticle IR AO.	12	
Parts & Other	Nikko Stirling	Panamax	NPGI3950AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPGI3950AO, Made in China, Case of 10-Pieces, 3-9x50 HMD Glass Reticle IR AO.	8	
Parts & Other	Nikko Stirling	Panamax	NPGI41250AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPGI41250AO, Made in China, Case of 10-Pieces, 4-12x50 HMD Glass Reticle IR AO.	32	
Parts & Other	Nikko Stirling	Panamax	NPGI451450AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPGI451450AO, Made in China, Case of 10-Pieces, 4.5-14x50 HMD Glass Reticle IR AO.	4	
Parts & Other			NPW3940	Skull Workz	Nikko Stirling, Optic, Panamax 1", Model: NPW3940, Made in China, 3-9x40 HMD Reticle.	1	
Parts & Other	Nikko Stirling	Panamax	NPW3940AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPW3940AO, Made in China, 3-9x40 HMD Reticle AO.	12	
Parts & Other	Nikko Stirling	Panamax	NPW3950	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPW3950, Made in China, ..3-9x50 HMD Reticle.	8	
Parts & Other	Nikko Stirling	Panamax	NPW3950AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPW3950AO, Made in China, 3-9x50 HMD Reticle AO.	25	
Parts & Other	Nikko Stirling	Panamax	NPW41250AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPW41250AO, Made in China, Case of 10-Pieces, 4-12x50 HMD Reticle AO.	45	
Parts & Other	Nikko Stirling	Panamax	NPW451450AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPW451450AO	2	
Parts & Other	Nikko Stirling	Reflex Red Dot	NRD12233	Accessories & Scopes	Nikko Stirling, Optic, Reflex Red Dot, Model: NRD12233, 1 X 22 X 33, RED-DOT, 5/8 MOUNT	2	
Parts & Other	Nikko Stirling	Reflex Red Dot	NRD30IM	Accessories & Scopes	Nikko Stirling, Optic, Reflex Red Dot, Model: NRD30IM38, Made in China, 30mm Red Dot with 5/8 Integrated Mounts.	46	
Parts & Other	Nikko Stirling	Reflex Red Dot	NRD30IM38	Accessories & Scopes	Nikko Stirling, Optic, Reflex Red Dot, Model: NRD30IM38, Made in China, Case of 50-Pieces, 30mm Red Dot with 3/8 Integrated Mounts.	22	
Parts & Other			NRD40IM	Realtree Xtra	Nikko Stirling, Optic, Reflex Red Dot, Model: NRD40IM, Made in China, 40mm Red Dot with 5/8 Integrated Mounts.	6	
Parts & Other	Nikko Stirling	Reflex Red Dot	NRD40IM38	Accessories & Scopes	Nikko Stirling, Optic, Reflex Red Dot, Model: NRD40IM38, Made in China, Case of 50-Pieces, 40mm Red Dot with 3/8 Integrated Mounts.	35	
Parts & Other	Nikko Stirling	Reflex Red Dot	NRD50IM	Accessories & Scopes	Nikko Stirling, Optic, Reflex Red Dot, Model: NRD50IM, Made in China, Case of 50-Pieces, 50mm Red Dot with 5/8 Integrated Mounts.	2	
Parts & Other			NS130	The Tk	Nikko Stirling, Optic, Reflex Red Dot, Model: NS130. Nikko Stirling NS130 Red Dot Sight. Dual-color red/green illumination settings. Fast target acquisition, Parallax free and unlimited eye relief, 1x magnification, 12 position dot intensity adjustment...	1	
Parts & Other	Nikko Stirling	Reflex Red Dot	NS433	Accessories & Scopes	Nikko Stirling, Optic, Reflex Red Dot, Model: NS433, Made in China, Case of 50-Pieces, Red & Green Dot, 12 position dot intensity adjustment, Windage and Elevation, Mounts for 3/8 & 5/8" Weaver Style mounting systems...4-different Reticle pattern in on...	85	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			NS533	Break Action	Nikko Stirling, Optic, Reflex Red Dot, Model: NS433, Made in China, Case of 50-Pieces, Red & Green Dot, 12 position dot intensity adjustment, Windage and Elevation, Mounts for 3/8 & 5/8" Weaver Style mounting systems...4-different Reticle pattern in on...	5	
Parts & Other			NS534	Synthetic Stock	Nikko Stirling, Optic, Reflex Red Dot, Model: NS534, Made in China, Red & Green Dot, with 5/8 Integrated Mounts.	17	
Parts & Other	Nikko Stirling	Reflex Red Dot	NSLX2	Accessories & Scopes	Nikko Stirling, Optic, 2 X MAGNIFICATION, RED DOT REFLEX SIGHT, Model: NSLX2, Made in China, LX2 with Integrated 7/8" Mount.	83	
Parts & Other	Nikko Stirling	Reflex Red Dot	NSLX3	Accessories & Scopes	Nikko Stirling, Optic, Reflex Red Dot, Model: NSLX3, Made in China, LX3 with Integrated 7/8" Mount.	1	
Parts & Other	Nikko Stirling	Tactical Combat	NSC432C	Accessories & Scopes	Nikko Stirling, TACTICAL COMPACT Optic, Model: NSC432C, Made in China. .1 inch matte black alloy body tube, Waver mount included, Plex reticle, Multicoated lenses, Waterproof, fogproof, shockproof, Nitrogen filled, 1/4 MOA adjustments (7mm@100m), Fa...	37	
Parts & Other	Nikko Stirling	Ultimax	UL1624	X 24 Scope	Nikko Stirling, Optic, Ultimax Series, Model: UL1624, Made in Japan, 1-6 X 24 Scope,	1	
Parts & Other	Nikko Stirling	Ultimax	UL21050	X50 Scope	Nikko Stirling, Optic, Ultimax Series, Model: UL21050, Made in Japan, 2.5-10x50 Scope, Case of 10 Pieces.	16	
Parts & Other	Nikko Stirling	Ultimax	UL31256	X56 Scope	Nikko Stirling, Optic, Ultimax Series, Model: UL31256, Made in Japan, 3-12x56 Scope, Case of 10 Pieces.	15	
Parts & Other			TW-TH-TL-BASE-PYB		Trojan Horse, Trigger Locks, Black Polymer, Bolt-Key System.	2	
Parts & Other			TW-TH-TL-BASE-PYR		Trojan Horse, Trigger Locks, Red Polymer, Bolt-Key System.	1	
Parts & Other			TW-TH-TL-COMBO	T6 Aluminum	Ningbo Shunjay Imp & Exp Co. Ltd., China, Trigger Locks, Steel, Combination System.	3	
Parts & Other			TW-TH-TL-KEYED		Trojan Horse, Trigger Lock, Steel, Keyed System.	3	
Parts & Other			TW-TH-TL-ZA		Trojan Horse, Trigger Locks, Zinc Alloy, Silver/Chrome, Bolt-Key System.	3	
Parts & Other			OKAY-10-A-DL-BP	Magazine, 20" Barrel	OKAY, USA, Magazine, 10rd, 5.56 NATO, Aluminum, Dry Lube Finish, Prohibited.	1	
Parts & Other			OKAY-5-20-A-DL-BP	Mag, 20" Barrel	OKAY, USA, Magazine, 5.56 NATO, 5/20rd, Aluminum, Dry Lube Finish, Bulk Packaging.	1	
Parts & Other			Delivery	Mags, 19" Barrel	Inbound Freight/Insurance charges incurred by TWI for incoming product from abroad.	3	
Parts & Other			Item		Promotional Item from Manufacturer at \$0 Cost:	13	
Parts & Other			RS-BP-20-2MAG		Ranger Silah, Turkey, Box Magazine for Bullpup Shotgun, 20GA, 2rd Capacity.	30	
Parts & Other			RCHV284	37.46698738	Rio Ammunition, USA, Shotgun Shell, RCHV284 28 GA. AKA#C628.400.0320	8	
Parts & Other			Broadheads		SA Sports Broadheads..USA / ARCHERY & ARCHERY ACCESSORIES	8	
Parts & Other			TW-TH-TL-BASE-PYB		Trojan Horse, Trigger Lock, Black Polymer, Bolt-Lock & Key.	2	
Parts & Other			TW-TH-TL-BASE-PYR		Trojan Horse, Trigger Lock, Red Polymer, Bolt-Lock & Key.	1	
Parts & Other			TW-TH-TL-BASE-ZA	M900128	Shanghai Kamal Trading Co. Ltd., China, Trigger Lock, Zinc Alloy, Bolt-Lock & Key, Silver/Chrome.	3	
Parts & Other			TW-TH-TL-COMBO		Trojan Horse, Trigger Lock, Steel, Combination System.	3	
Parts & Other			TW-TH-TL-KEYED		Trojan Horse, Trigger Lock, Steel, Keyed System.	3	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			SWT-1-CASE	M900136	Shockwave Targets, USA, SWT-1, 1lb Target, Case of 20-1lb Targets., 50 Cases on a Pallet.	3	
Parts & Other			SA-SP12-10RD-MAG	M900137	Sulun Arms, Turkey, Pump Shotgun Magazine, 12ga, 3", 10rd Capacity for SP12 Shotgun.	553	
Parts & Other			SA-SP12-2RD-MAG	Shotgun	Sulun Arms, Turkey, Pump Shotgun Magazine, 12ga, 3", 2rd for SP12 Shotgun.	100	
Parts & Other			SA-SP12-5RD-MAG	Shotgun	Sulun Arms, Turkey, Pump Shotgun Magazine, 12ga, 3", 5rd for SP12 Shotgun.	100	
Parts & Other			SA-TAC12-EXT-CHOKE		SULUN ARMS, Turkey, Extended Choke Kit for TAC12 SHOTGUN.	205	
Parts & Other			SA-TAC12-FIXED-STOCK		SULUN ARMS, Turkey, FIXED STOCK FOR TAC12 SHOTGUN.	207	
Parts & Other			SA-TAC12-FLASH-HIDER		SULUN ARMS, Turkey, FLASH HIDER FOR TAC12 SHOTGUN.	666	
Parts & Other			TW-SP-BM71-FRM		Beretta 71 Bare Frame	47	
Parts & Other	Thureon Defense	Thureon Defense	THU-A-SHSR	Other	Thureon Defense, USA, Scope Ring Set, Sunny Hill, Aluminum, 1" High.	5	
Parts & Other			TA-410-UPPER	M900139	Candemir Silah (Mfg), Turkey (Origin), Tigris Arms (Brand), Upper Receiver, for Semi-Auto (not a firearm), 410ga, 2.5" Chamber (64mm), 5rd Capacity, 19" Barrel, Manual, Warranty Card, Black Finish. This upper fits onto an AR15 but on its own is not con...	2	
Parts & Other			ASR-10MM-MAG-TNW		TNW Firearms Inc., USA, ASR 10 mm 10 rd magazine.	17	
Parts & Other			ASR-22-MAG-CATCH	M900145	TNW Firearms Inc., USA, Service Part..22LR (RIMFIRE) Magazine Catch, Spring Button	2	
Parts & Other			ASR-22-MAG-TNW		TNW Firearms Inc., USA, ASR 22 LR 10 rd magazine.	18	
Parts & Other			ASR-40-10-THREAD-CAP		TNW Firearms Inc., USA, Service Part..40S&W / 10mm Thread Protector	2	
Parts & Other			ASR-40-BARREL-BK-18.6	M900183	TNW Firearms Inc., USA, Service Part..40 S&W Barrel Assembly, 18.6", Threaded, Black	1	
Parts & Other			ASR-40-BOLT-HEAD-ASSLY	M900184	TNW Firearms Inc., USA, Service Part..40 / 10 / 357 Bolt head assembly	2	
Parts & Other			ASR-45-BARREL-BK-18.6	M900185	TNW Firearms Inc., USA, Service Part..45ACP Barrel Assembly, 18.6", Threaded, Black	2	
Parts & Other			ASR-45-BOLT-HEAD-ASSLY		TNW Firearms Inc., USA, Service Part..45 ACP Bolt head assembly	2	
Parts & Other			ASR-45-MAG-CATCH		TNW Firearms Inc., USA, Service Part..45ACP Magazine Catch, Spring Button	2	
Parts & Other			ASR-45-THREAD-CAP		TNW Firearms Inc., USA, Service Part..45ACP Thread Protector	2	
Parts & Other			ASR-9-40-MAG-CATCH	M900145	TNW Firearms Inc., USA, Service Part..9mm / 40S&W, Magazine Catch, Spring Button	2	
Parts & Other			ASR-9-BOLT-HEAD-ASSLY		TNW Firearms Inc., USA, Service Part..9mm Bolt head assembly	4	
Parts & Other			ASR-9MM-MAG-TNW	M900203	TNW Firearms Inc., USA, Glock 19 style - 9 mm 10 rd magazine.	1	
Parts & Other			ASR-9-THREAD-CAP		TNW Firearms Inc., USA, Service Part..9mm Thread Protector	2	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			ASR-BARREL-NUT-BLK		TNW Firearms Inc., USA, Service Part..BARREL NUT - BLACK	2	
Parts & Other			ASR-BARREL-NUT-FDE		TNW Firearms Inc., USA, Service Part..BARREL NUT - DARK EARTH	2	
Parts & Other			ASR-BARREL-NUT-GRE		TNW Firearms Inc., USA, Service Part..BARREL NUT - AERO GREY	2	
Parts & Other			ASR-BARREL-NUT-ODG		TNW Firearms Inc., USA, Service Part..BARREL NUT - OD GREEN	1	
Parts & Other			ASR-BUGOUT		TNW Firearms Inc., USA, Bugout Bag (Backpack) for ASR Rifle, Black.	13	
Parts & Other			ASR-CHARGE-HANDLE-LG		TNW Firearms Inc., USA, Service Part..CHARGE HANDLE - LARGE SIZE	2	
Parts & Other			ASR-CROSS-PIN-W-RINGS	M900204	TNW Firearms Inc., USA, Service Part..ASR RECEIVER CROSS PINS WITH RINGS (ST OF 2)	6	
Parts & Other			ASR-EXT.BAR.NUT	M900485	TNW Firearms Inc., USA, Accessory Extended Barrel Nut - long foregrip for ASR Rifle (Non-Restricted), Black Finish.	4	
Parts & Other			ASR-EXT.HANDGUA RD.MLOK	M900486	TNW Firearms Inc., USA, Accessory Extended Length Barrel Nut / Handguard, M-LOK for ASR Rifle (Non-Restricted), Black Finish.	10	
Parts & Other			ASR-LOWERRAIL	M900540	TNW Firearms Inc., USA, Accessory LOWER PIC RAIL for ASR Rifle (Non-Restricted), Black Finish	13	
Parts & Other			ASR-PISTOL-GRIP		TNW Firearms Inc., USA, Service Part..PISTOL GRIP	2	
Parts & Other			ASR-SHRADA	M900541	TNW Firearms Inc., USA, Accessory Shroud Adaptor for ASR Rifle (Non-Restricted), Black Finish, Allows ASR Rifle to accept AR15 Handguards.	19	
Parts & Other			ASR-SKELHG	M900541	TNW Firearms Inc., USA, Accessory Handguard (Skeletonized) for ASR Rifle (Non-Restricted), Black Finish.	3	
Parts & Other			ASR-T-GRIP-POST		TNW Firearms Inc., USA, Accessory ..T-GRIP FRONT POST (VERTICAL GRIP)	12	
Parts & Other			TNW-LV3-BALLPLT	M900542	TNW Firearms Inc., USA, Level 3 Ballistic Plate for Survival Pack, White.	1	
Parts & Other			TD-BX-E-4	M900543	Typhoon Defence, Ozerbas Makina, Turkey, Barrel Extension for 12ga Shotgun, 4" (10cm), External Threading, Black Finish. THIS BARREL EXTENSION MUST BE THREADED TO ACCEPT MOBILE CHOKES.	491	
Parts & Other			TD-BX-E-6	M900543	Typhoon Defence, Ozerbas Makina, Turkey, Barrel Extension for 12ga Shotgun, 6" (15cm), External Threading, Black Finish. THIS BARREL EXTENSION MUST BE THREADED TO ACCEPT MOBILE CHOKES.	485	
Parts & Other			TD-BX-E-8	M900543	Typhoon Defence, Ozerbas Makina, Turkey, Barrel Extension for 12ga Shotgun, 8" (20cm), External Threading, Black Finish. THIS BARREL EXTENSION MUST BE THREADED TO ACCEPT MOBILE CHOKES.	481	
Parts & Other			TD-BX-I-4	M900544	Typhoon Defence, Ozerbas Makina, Turkey, Barrel Extension for 12ga Shotgun, 4" (10cm), Internal Threading, Black Finish. THIS BARREL EXTENSION MUST BE THREADED TO ACCEPT MOBILE CHOKES.	462	
Parts & Other			TD-BX-I-6	M900544	Typhoon Defence, Ozerbas Makina, Turkey, Barrel Extension for 12ga Shotgun, 6" (15cm), Internal Threading, Black Finish. THIS BARREL EXTENSION MUST BE THREADED TO ACCEPT MOBILE CHOKES.	438	
Parts & Other			TD-BX-I-8	M900544	Typhoon Defence, Ozerbas Makina, Turkey, Barrel Extension for 12ga Shotgun, 8" (20cm), Internal Threading, Black Finish. THIS BARREL EXTENSION MUST BE THREADED TO ACCEPT MOBILE CHOKES.	392	
Parts & Other			TD-CHK-5-12	M900545	Typhoon Defence, Turkey, 5-pcs Screw-In Choke Set (F,IM,M,IC,SK), 12ga, In Case with Wrench. Mobile Threading.	970	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			TD-F12-5CHOKE-EXT	M900546	Typhoon Defence, Turkey, 5-Piece Extended Choke Set (F, IM, M, IC, S) for F12 Shotguns. Only works for F12 Models (not F12M).	31	
Parts & Other			TD-F12-ACT-BAR-NEO	M900547	Typhoon Defence, Ozerbas Makine, Turkey, Shotgun Part, Neowelded Action Bar for F12 Shotgun.	23	
Parts & Other			TD-F12-ALLENKEYS		Typhoon Defence, Turkey, Allen Keys, for F12 Shotgun (Non-Restricted).	10	
Parts & Other			TD-F12-ANGBREAK		Typhoon Defence, Turkey, Angled Break, for F12 Shotgun (Non-Restricted).	8	
Parts & Other			TD-F12-BAR-185	M900559	Typhoon Defence, Turkey, 18.5" Barrel, 12ga, Semi-Auto, 3" Chamber, Threaded for External Choke. For F12 (Original).	27	
Parts & Other			TD-F12-BARRELNUT	M900547	Typhoon Defence, Turkey, Barrel Lock Nut (Holds Quadrail In Place), for F12 Shotgun (Non-Restricted).	34	
Parts & Other			TD-F12-BIPOD-ENH	M900562	Typhoon Defence, Turkey, Accessory, Foregrip / Bipod for F12 and F12M Shotguns. Enhanced Design.	2	
Parts & Other			TD-F12-BOLTCOMPLETE		Typhoon Defence, Turkey, Complete Bolt for F12 Shotguns.	31	
Parts & Other			TD-F12-BOLTRELEASE		Typhoon Defence, Ozerbas Makine, Turkey, Part, Bolt Release, for F12 Shotgun.	36	
Parts & Other			TD-F12-CHARGE-PORT		Typhoon Defence, Turkey, Charge Handle, Ported, Black, for F12 Shotguns.	45	
Parts & Other			TD-F12-CHARGE-STD		Typhoon Defence, Turkey, Charge Handle, Standard Black, for F12 Shotguns.	66	
Parts & Other			TD-F12-CKRIASSY		Typhoon Defence, Turkey, Part for F12 Shotgun, Cheek Riser Assembly, Black.	3	
Parts & Other			TD-F12-COMP		Typhoon Defence, Turkey, 12GA Compensator, for F12 Shotgun (Non-Restricted).	25	
Parts & Other			TD-F12-FLIPUPSIGHTS	M900563	Typhoon Defence, Turkey, Flip Up Sight Set (2-Pcs, Polymer), for F12/F12M Shotgun.	14	
Parts & Other			TD-F12-HAMMERSET		Typhoon Defence, Turkey, Hammer Set, for F12 Shotgun (Non-Restricted).	99	
Parts & Other			TD-F12-HG-MAXI	M900564	Typhoon Defence, Turkey, MAXI Forend, for F12 & F12M Shotgun (Non-Restricted).	15	
Parts & Other			TD-F12-HG-SPORT	M900564	Typhoon Defence, Turkey, SPORT Forend, for F12 & F12M Shotgun (Non-Restricted).	3	
Parts & Other			TD-F12-MAGBASEPLATE	M900541	Typhoon Defence, Turkey, Magazine Base Plate, for F12 Shotgun Magazine (Non-Restricted).	80	
Parts & Other			TD-F12M-BAR-185	M900578	Typhoon Defence, Turkey, 18.5" Barrel for F12 Shotgun, 12ga, Semi, 3", Threaded for Mobile Choke.	12	
Parts & Other			TD-F12M-BAR-20	M900580	Typhoon Defence, Turkey, 20" Barrel for F12 Shotgun, 12ga, Semi-Auto, 3" Chamber, Threaded for Mobile Choke.	25	
Parts & Other			TD-F12M-BAR-22	M900578	Typhoon Defence, Turkey, 22" Barrel for F12 Shotgun, 12ga, Semi, 3", Threaded for Mobile Choke.	49	
Parts & Other			TD-F12M-BAR-24	M900578	Typhoon Defence, Turkey, 24" Barrel for F12 Shotgun, 12ga, Semi, 3", Threaded for Mobile Choke.	46	
Parts & Other			TD-F12M-COMP	M900582	Typhoon Defence, Turkey, 12GA Compensator, for F12 Mobile Choke Version Shotgun. Includes Extended Choke Wrench.	585	
Parts & Other			TD-F12-OPSPRING		Typhoon Defence, Turkey, Operation Spring, for F12 Shotgun.	49	
Parts & Other			TD-F12-PISTOLGRIP		Typhoon Defence, Turkey, Pistol Grip, for F12 Shotgun (Non-Restricted).	21	
Parts & Other			TD-F12-RECLOCKNUT	M900547	Typhoon Defence, Turkey, Receiver Extension Lock Nut (Buttstock Lock Nut), for F12 Shotgun (Non-Restricted).	30	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			TD-F12-SIGHTTOOL	M900541	Typhoon Defence, Turkey, Front Sight Adjustment Tool, for F12 Shotgun (Non-Restricted).	20	
Parts & Other			TD-F12-STOCKASSY	M900547	Typhoon Defence, Complete Buttstock Assembly (stock, buffer tube, castle nut), for F12 & F12M Shotgun.	14	
Parts & Other			TD-F12-SUPPRESSOR		Typhoon Defense, Turkey, Fake Suppressor for F12 Shotguns.	24	
Parts & Other			TD-F12-TDPIN-BLK	M900583	Typhoon Defence, Turkey, Part for F12 Shotgun, Take Down Pin Set, Black Finish.	52	
Parts & Other			TD-F12-TDPIN-RED	M900584	Typhoon Defence, Turkey, Part for F12 Shotgun, Take Down Pin Set, Red Finish.	6	
Parts & Other			TD-F12-TRIGGERSET		Typhoon Defence, Turkey, Trigger Set, for F12 Shotgun (Non-Restricted).	15	
Parts & Other			TD-F12-WRENCH		Typhoon Defence, Turkey, Takedown Wrench, for F12 Shotgun (Non-Restricted).	38	
Parts & Other			MNT-16AD2-C		Carbine Blank Firing Adaptor	3	
Parts & Other			MNT-EL228GPQ		Combat Grip Light with Quick Detach Lever Lock	1	
Parts & Other			MNT-PMTOWL		Tactical 22 Mount with Picatiny/Weaver Rail	2	
Parts & Other			RG-FL27QS		Flip To side Ring Mount For Flashlight/Laser	1	
Parts & Other			SCP-A1245-A		Dual Front Sight Tool	2	
Parts & Other			TL-B7P78		Tactical OP-1 Bipod, Picatiny & Swivel Stud Mount	1	
Parts & Other			TL-CLBR223		22 Cal Bore Brushes, 3-Pack (Bronze, Cotton, Nylon)	2	
Parts & Other			TL-CLBR45		45 Cal Bore Brush, 3-Pack (Bronze, Cotton, Nylon)	2	
Parts & Other			TL-CLCB223		22 Cal Chamber Brush, 2-Pack (Bronze, Cotton, Nylon)	1	
Parts & Other			UZK-MAG-AS46-2RD	M900541	Uzkon, Turkey, 2rd Box Magazine for AS46 Pump-Action Shotgun, Non-Restricted.	8	
Parts & Other			UZK-MAG-AS46-5RD	M900541	Uzkon, Turkey, 5rd Box Magazine for AS46 Pump-Action Shotgun, Non-Restricted.	53	
Parts & Other			UZK-MAG-BR99-5RD	M900586	Uzkon, Turkey, 5rd Box Magazine for BR99 Semi-Auto Shotgun, for a Non-Restricted Firearm.	278	
Parts & Other			UZK-MAG-TR12&13-5RD	M900590	Uzkon, Turkey, 12GA, 5rd Box Magazine for BR99, TR100, CL12 & CL13 (T-Catch), Semi-Auto Shotgun, for a Non-Restricted Firearm.	88	
Parts & Other	Radelli			Barrel		4	Number of boxes, goes with the PX110 and PX111 Radelli skids
Parts & Other	Radelli			Stock		1	Number of boxes, goes with the PX110 and PX111 Radelli skids
Parts & Other	Radelli			Rail		4	Number of boxes, goes with the PX110 and PX111 Radelli skids
Parts & Other	Radelli					1	Number of boxes, goes with the PX110 and PX111 Radelli skids
Parts & Other	Radelli		PX 120	Shotgun		5	1 Box with 5 guns, goes with the PX110 and PX111 Ragelli skids
Parts & Other	Radelli					1	Number of boxes, goes with the PX110 and PX111 Radelli skids

SCHEDULE 7			
Item	Description	Quantity	Notes
Office Chairs	A collection of wooden chairs, metal chairs, and office chairs with wheels	26	Photos available upon request
Computer Monitors	A collection of various computer monitors of different brands	13	Photos available upon request
Televisions	LG Plasma TVs, various sizes	6	Photos available upon request
Desks/Cubicles	Large metal sectional desk and cubicle spaces	7	Photos available upon request
Ladders	Metal ladders, various sizes	3	Photos available upon request
Step Ladder	Small standard step ladder	1	Photos available upon request
Large Step Ladder	Large stap ladder with railing and wheels	1	Photos available upon request
Barbeque	Coleman - Revolution barbeque	1	Photos available upon request
Large Barbeque	Large metal pork roaster	1	Photos available upon request
Drill Press	Galaxy 12-Speed Heavy Duty Drill Press - Model No. GL-14	1	Photos available upon request
Drill Press	King Canada 10" Drill Press with dual laser guide	1	Photos available upon request
Plastic Folding Table	Two white tables and one grey table	3	Photos available upon request

SERVICE FIREARMS LIST			
Make	Model #	Serial #	Service Comment
			Case with various parts in it
	Service Gun Skid		Approximately 50 guns/parts - In skid with black wrapping in restricted cage
	Service Gun Skid		Approximately 50 guns/parts - In skid with black wrapping in restricted cage
	Loose Service Guns		Service guns in restricted cage
H. Buyukbayram	AS41	CA-17 0513	Loose gun on the service
Hanic	TPE 36/65	2019-1598	Loose gun on the side work table - in yellow sleeve
Hunt Group	-	-	Loose parts in red box
Hunt Group	FD12	18-TR 12288	Returned
Hunt Group	FD12	18-TR 13065	No info
Hunt Group	FD12	18-TR 10906	No other info, leaning against grey metal cabinet
Hunt Group	FD12	18-TR 10907	No other info, leaning against grey metal cabinet
Hunt Group	FD12	18-TR 12438	No other info, leaning against grey metal cabinet
Hunt Group	FD12	18-TR 13173	No other info, leaning against grey metal cabinet
Hunt Group	FD12	18-TR 13499	No other info, leaning against grey metal cabinet
Hunt Group	FD12	18-TR-12342	Missing multiple parts
Hunt Group	FD12	18-TR-13591	Loose gun on the service table
Hunt Group	FD12	18-TR 13193	Arrived post receivership, black case, top shelf, not striking
Hunt Group	FD12	18-TR12275	Rusted, return from French customer
Hunt Group	FD12	18-TR 13591	No comments
Hunt Group	FD12 Beige	18TR-12202	Missing barrel assembly - FDE
Hunt Group	FD12 BLK	18-TR-13053	Gun non functional - All accessories brand new
Hunt Group	FD12 BLK	18-TR-10544	Unfired, barrel and mag are faulty
Hunt Group	FD12 BLK/BRONZE	18TR-13196	Missing barrel assembly
Hunt Group	FD12 MX-5 Camo	18-TR-13505	Gas piston ring blown, barrel not working
Hunt Group	MH 12	19-TR 14328	Loose gun on the service table- Large shotgun - No info - Brand new
Hunt Group	MH-P	19-TR 15304	Just the gun in an unmarked case
Hunt Group	MHS	19-TR 15866	no info
Hunt Group	SXS	17-0283	Not opening fully with the locking mechanism
Hunt Group	XI1	17-0417	Loose gun on the side work table, missing front part
Hunt Group	XL2	17-0035	Processed
Hunt Group	XP1	18-TR10369	In black case, still wrapped in plastic
Hunt Group	XP2 DBL BUC	18-TR 10320	No comments, lower shelf
Hunt Group	XP7	17-TR 10161	Loose gun on the side work table
Hunt Group	XS1	18-TR 10160	No comment
Hunt Group	XS1 WAL DBL	18-TR 10151	Foregrip broken
Hunt Group	XS2	17-TR 11149	Loose gun leaning against wall by the gate
Hunt Group	XS2	18-TR 10048	Jamming issues, not cycling, return or replace Attn. Kim
Impala Plus	WOOD - 12 Gauge - 28" Barrel	17IS01254	Repair - processed
Lazer	12 GA 28"	18CA-OU-0313	Gun works, only foregrip removed
Lazer	410 ga 3" 28"	-	Just a barrel, no other info
Lazer	OCR410	19CARE-0179	Cylinder malfunction - was replaced
Lazer	XR 410 20"	19CA-RE0107	No comments, brown cloth case, lower shelf
Lazer	XR410 - 24	18CA-RE0063	Won't stay in battery
Lazer	XT11	18CA-SB1891	Loose gun on the side work table
Lazer	XT11 - 410 ga 3" 20"	19CA-SB1475	No info
Lazer	XT11 - 410 ga 3" 20"	175B-2284	Processed - won't take the ammo
Lazer	XT12	19CA-SB2363	Rusted barrel
Lazer	XT16	18CA-SB0999	Gun will not fire
Lazer	XT18	18CA-SB1062	Ejector siezed, brand new
Lazer	XT2 - 12ga 3" 20"	18CA-SB2845	Gun in case with receipt from KKS Tactical
Lazer	XT3	17CA-SB3173	Loose gun leaning against wall by the gate
Lazer	XT5	17CA-SB5478	Loose gun leaning against wall by the gate
Lazer	XT5 - 410 ga 3" 20"	18CA-SB0132	Issue with chamber, won't take 3"
Lithgow Arms	LA101-22L-L-PTT	Z08131	Return sent to Trigger in lieu of AR payment
Lithgow Arms	LA102	Y04098	Return processed
Lithgow Arms	LA102-308-R-PTT	Y04070	Return sent to Trigger in lieu of AR payment
Makarov	AS-43	17-3170	Loose gun on the service table
Radelli	PX 110	19-PX-0041	Sheared bolts
Ranger	Black	18EC-0046	No other info, in the big brown case
Ranger	BULLPUP	18EC-0175	Missing barrel - unmarked big brown case
Ranger	BULLPUP	19EC-0014	Item returned, labelled box 1
Ranger	XT3	19EK-0038	Jams, rips brass
Ranger	XT3	19EK-0089	Arrived post receivership, black case, top shelf
Ranger	XT3 - Magnum	19EK-0025	Loose gun on the side work table, dealer sent replacement
Ranger	XT3 20 Classic	19EK-0044	Blows Brass - Stock #285
Ranger	XT3 20 Classic	19EK-0048	Blows brass
Ranger	XT3 BLK 26"	19EK-0081	Blows brass - Wont extract
Ranger	XT3 Magnum	19EK-0021	Loose gun on the service table
Ranger	XT3 Classic	19EK-0004	Stock #273
Sulun	12-GA TAC-12	CA 19-M5485	No info
Sulun	12-GA TAC-12	CA 19-M5175	Chamber and barrel only, loose on the work table at the side
Sulun	12-GA TAC-12	CA 19-M5262	Loose gun on the service table
Sulun	12-GA TAC-12	CA 19-M5396	Unmarked case on the shelf
Sulun	12-GA TAC-12	CA 19-M5642	Loose gun on the side work table
Sulun	12-GA TAC-12	CA19-1003	Loose gun on the side work table
Sulun	12-GA TAC-12	CA19-1207	Loose gun on the side work table
Sulun	12-GA TAC-12	CA 19-M524	Crooked, return processed
Sulun	12-GA TAC-12	CA 19-M5597	Return processed
Sulun	SG17 TAC 12	CA 19-M5617	Won't cycle
Thureon	10MM Auto	BA2431	Loose gun on the side work table
TNW Firearms	.45ACP-Grey	M1392	Return sent to Trigger in lieu of AR payment
TNW Firearms	40 Dark Earth	M1790	Return sent to Trigger in lieu of AR payment
TNW Firearms	40 Dark Earth	M1137	Return sent to Trigger in lieu of AR payment
TNW Firearms	4S-ACP Black	M1060	Return sent to Trigger in lieu of AR payment
TNW Firearms	9mm Green	M1211	Return sent to Trigger in lieu of AR payment
TNW Firearms	ASR 90/40/357 PAT.	L2410	Jams up consistently
TNW Firearms	OD Green	M209A	Return sent to Trigger in lieu of AR payment
Tornado	X-TREMA	17T-2098	Top shelf, brown box
Torun	X12 - 71 cm - 12 Gauge	17-0280	Wrong Barrel
Uzkon	12 GA 76mm - Camo	V00974	Loose rifle, sitting on the boxes
Uzkon	AS-24	UZ15-1366	Unmarked cardboard box under the service desk
Uzkon	TR-100	15-3102	Disassembled parts

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale, INC. et al.

Applicant

Respondents

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

PROCEEDING COMMENCED AT
TORONTO

**APPROVAL AND VESTING ORDER
(Inventory)**

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Douglas O. Smith – LSO No. 36915R

Tel: 416-367-6015
Email: dsmith@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Endorsement:

At the hearing, the Receiver brought three motions: i) seeking an Approval and Vesting Order respecting a SeaRay boat; ii) seeking an Approval and Vesting Order respecting the inventory of Trigger Wholesale, Inc. ("Trigger"); and iii) seeking advice and direction.

The respondent Jaimee Lynn Gdak brought a motion to vary the Order of Justice McEwen made on October 22, 2020 (the "Receivership Order") to remove reference to the real property municipally known as 250 Lions Court, in the City of Waterloo, Ontario ("Lions Court"). Lions Court is listed on Schedule "A" to the Receivership Order, together with four other real properties. By virtue of the Receivership Order, the Receiver has the authority to market and sell each of the properties on Schedule "A" in accordance with the Receivership Order.

The applicant Clearflow Commercial Finance Corp. ("Clearflow") brought a motion seeking judgment against the respondents Jaimee Lynn Gdak and Mark Gdak in respect of personal guarantees executed by each of them relating to indebtedness owed to Clearflow by Trigger.

The applicant's motion was not heard in full on March 17, 2021 and a return date was set for **April 15, 2021**, commencing at 10 am, via videoconference.

This endorsement addresses the Receiver's motions for the two Approval and Vesting Orders only. A separate endorsement will follow in respect of the Receiver's motion for directions and Jaimee Lynn Gdak's motion.

For the reasons that follow, an Approval and Vesting Order shall issue in respect of the SeaRay boat, and an Approval and Vesting Order shall issue in respect of the inventory.

The Approval and Vesting Orders are unopposed.

Based on the record and having heard the submissions of counsel, I am satisfied that the Receiver conducted a proper sales process, negotiated for a fair and reasonable price and chose the purchaser who made the best offer for the SeaRay boat. I am also satisfied that the *Soundair* principles have been met and the sale transaction for the boat should be approved.

Regarding the inventory of Trigger, based on the record and the submissions of counsel, I am satisfied that the Receiver conducted a proper sales process that involved twenty offers from prospective purchasers. It negotiated with the purchaser who made the highest overall offer for all the parcels and an agreement was reached on an overall price increase for the inclusion of all such parcels in the transaction. The result would be a sale of the inventory at a price substantially higher than any other bid. The applicant supports the proposed inventory transaction. I am satisfied that the *Soundair* principles have been met and the inventory transaction should be approved.

Each Approval and Vesting Order shall issue in the form attached hereto and signed by me. [Counsel to add the listing of "Inventory" to Schedule B to the Approval and Vesting Order re Inventory.]

Each such Approval and Vesting Order is effective as of March 17, 2021 and they do not need to be entered.



Dietrich J.
Superior Court of Justice (Toronto)

Appendix 10

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

THE HONOURABLE	)	WEDNESDAY, THE 17TH
	)	
MADAM JUSTICE DIETRICH	)	DAY OF MARCH, 2021

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant



-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

**APPROVAL AND VESTING ORDER
(Sea Ray)**

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Gdak, or certain personal property owned by Mark Gdak, for an order approving the sale transaction (the "**Sea Ray Transaction**") contemplated by an agreement of purchase and sale (the "**Sea Ray APS**") between the Receiver and Scott R. Boldt (the "**Sea Ray Purchaser**") dated February 11, 2021

and appended to the second report of the Receiver dated February 12, 2021 (the "**Second Report**"), and vesting in the Sea Ray Purchaser the Debtors', Mark Gdak's or Jaimee Gdak's right, title and interest in and to the assets described in the Sea Ray APS (the "**Sea Ray**"), was heard this day via Zoom videoconference due to the COVID-19 pandemic.

ON READING the Second Report and the supplemental report to the Second Report dated March 16, 2021 (the "**Supplemental Report**") and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp. and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Mariela Adriana Gasparini sworn February 12, 2021 filed:

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

2. **THIS COURT ORDERS AND DECLARES** that the Sea Ray Transaction is hereby approved, and the execution of the Sea Ray APS by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Sea Ray Transaction and for the conveyance of the Sea Ray to the Sea Ray Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Sea Ray Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors', Mark Gdak's or Jaimee Gdak's right, title and interest in and to the Sea Ray described in the Sea Ray APS and listed on Schedule B hereto shall vest absolutely in the Sea Ray Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Gilmore dated October 13, 2020; (ii) any

encumbrances or charges created by the Order of the Honourable Justice McEwen dated October 22, 2020 (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Sea Ray are hereby expunged and discharged as against the Sea Ray.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Sea Ray shall stand in the place and stead of the Sea Ray, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Sea Ray with the same priority as they had with respect to the Sea Ray immediately prior to the sale, as if the Sea Ray had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

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

the vesting of the Sea Ray in the Sea Ray Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors, Mark Gdak or Jaimee Gdak and shall not be void or voidable by creditors of the Debtors, Mark Gdak or

Jaimee Gdak nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

_____

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20-00649154-00CL

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.**

Respondents

RECEIVER’S CERTIFICATE

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule 40.01 of the *Rules of Civil Procedure*

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (the "**Court**") dated October 13, 2020, Grant Thornton Limited ("**GTL**") was appointed as the interim receiver (the "**IR**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Honourable Mr. Justice McEwen dated October 22, 2020, GTL was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of the Debtors and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak.

C. Pursuant to an Order of the Court dated March 17, 2021, the Court approved the sale transaction (the "**Sea Ray Transaction**") contemplated by the agreement of purchase and sale made as of February 11, 2021 (the "**Sea Ray APS**") between the Receiver and Scott R. Boldt (the "**Sea Ray Purchaser**") and provided for

the vesting in the Sea Ray Purchaser of the Debtors', Mark Gdak's or Jaimee Gdak's right, title and interest in and to the Sea Ray, which vesting is to be effective with respect to the Sea Ray upon the delivery by the Receiver to the Sea Ray Purchaser of a certificate confirming (i) the payment by the Sea Ray Purchaser of the Purchase Price for the Sea Ray; (ii) that the conditions to Closing as set out in sections 7, 8 and 9 of the Sea Ray APS have been satisfied or waived by the Receiver and the Sea Ray Purchaser; and (iii) the Sea Ray Transaction has been completed to the satisfaction of the Receiver.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sea Ray APS.

THE RECEIVER CERTIFIES the following:

1. The Sea Ray Purchaser has paid and the Receiver has received the Purchase Price for the Sea Ray payable on the Closing Date pursuant to the Sea Ray APS;
2. The conditions to Closing as set out in sections 7, 8 and 9 of the Sea Ray APS have been satisfied or waived by the Receiver and the Sea Ray Purchaser; and
3. The Sea Ray Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Grant Thornton Limited, in its capacity as
Receiver of the undertaking, property and
assets of the Debtors and certain other real
property and not in its personal capacity**

Per: _____
Name:
Title:

Schedule B – Purchased Assets
(Further Details Regarding the Sea Ray)

Make of Boat: Sea Ray
Year: 2018
Colour, Model, Size: SLX 400
Serial No.: SERV2597D818

Make of Motor: Mercury
Model: T.8.2 MAG HO SC
Port No.: 2A584426
Drive: 2A353188
Trans. PL No.: 2A565588

Make of Motor: Mercury
Model: T.8.2 MAG HO SC
Port No.: 2A584427
Drive: 2A353189
Trans. PL No.: 2A566291

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and- **TRIGGER WHOLESALE, INC. et al.**
Respondents

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

PROCEEDING COMMENCED AT
TORONTO

**APPROVAL AND VESTING ORDER
(Sea Ray)**

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Douglas O. Smith – LSO No. 36915R

Tel: 416-367-6015
Email: dsmith@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Endorsement:

At the hearing, the Receiver brought three motions: i) seeking an Approval and Vesting Order respecting a SeaRay boat; ii) seeking an Approval and Vesting Order respecting the inventory of Trigger Wholesale, Inc. ("Trigger"); and iii) seeking advice and direction.

The respondent Jaimee Lynn Gdak brought a motion to vary the Order of Justice McEwen made on October 22, 2020 (the "Receivership Order") to remove reference to the real property municipally known as 250 Lions Court, in the City of Waterloo, Ontario ("Lions Court"). Lions Court is listed on Schedule "A" to the Receivership Order, together with four other real properties. By virtue of the Receivership Order, the Receiver has the authority to market and sell each of the properties on Schedule "A" in accordance with the Receivership Order.

The applicant Clearflow Commercial Finance Corp. ("Clearflow") brought a motion seeking judgment against the respondents Jaimee Lynn Gdak and Mark Gdak in respect of personal guarantees executed by each of them relating to indebtedness owed to Clearflow by Trigger.

The applicant's motion was not heard in full on March 17, 2021 and a return date was set for **April 15, 2021**, commencing at 10 am, via videoconference.

This endorsement addresses the Receiver's motions for the two Approval and Vesting Orders only. A separate endorsement will follow in respect of the Receiver's motion for directions and Jaimee Lynn Gdak's motion.

For the reasons that follow, an Approval and Vesting Order shall issue in respect of the SeaRay boat, and an Approval and Vesting Order shall issue in respect of the inventory.

The Approval and Vesting Orders are unopposed.

Based on the record and having heard the submissions of counsel, I am satisfied that the Receiver conducted a proper sales process, negotiated for a fair and reasonable price and chose the purchaser who made the best offer for the SeaRay boat. I am also satisfied that the *Soundair* principles have been met and the sale transaction for the boat should be approved.

Regarding the inventory of Trigger, based on the record and the submissions of counsel, I am satisfied that the Receiver conducted a proper sales process that involved twenty offers from prospective purchasers. It negotiated with the purchaser who made the highest overall offer for all the parcels and an agreement was reached on an overall price increase for the inclusion of all such parcels in the transaction. The result would be a sale of the inventory at a price substantially higher than any other bid. The applicant supports the proposed inventory transaction. I am satisfied that the *Soundair* principles have been met and the inventory transaction should be approved.

Each Approval and Vesting Order shall issue in the form attached hereto and signed by me. [Counsel to add the listing of "Inventory" to Schedule B to the Approval and Vesting Order re Inventory.]

Each such Approval and Vesting Order is effective as of March 17, 2021 and they do not need to be entered.



Dietrich J.
Superior Court of Justice (Toronto)

Appendix 11

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

THE HONOURABLE MADAM	)	WEDNESDAY, THE 31ST
	)	
JUSTICE DIETRICH	)	DAY OF MARCH, 2021

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant



-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

**ORDER
(Directions)**

THIS MOTION, made by Grant Thornton Limited (“**GTL**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) of the assets, property and undertaking of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (collectively, the “**Debtors**”) and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, for an order, *inter alia*, providing advice and directions in connection with the marketing and sale of all of the real property set out in Schedule “A” (collectively, the “**Real Property**”) to the Order of

Mr. Justice McEwen dated October 22, 2020 (the “**Receivership Order**”), was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the second report of the Receiver dated February 12, 2021 (the “**Second Report**”), the supplemental report to the Second Report dated March 16, 2021 (the “**Supplemental Report**”), the affidavit of Jacob Wiebe sworn February 12, 2021 (the “**Wiebe Affidavit**”), the affidavit of Christine Mason sworn February 4, 2021 (the “**Mason Affidavit**”) and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp, counsel for the Respondents and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served, as appears from the affidavit of Mariela Adriana Gasparini sworn February 12, 2021.

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the Second Report.
3. **THIS COURT ORDERS** that the Second Report and the Supplemental Report of the Receiver and the activities of the Receiver, as described in the Second Report and the Supplemental Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
4. **THIS COURT ORDERS** that the Receiver’s statement of receipts and disbursements as at February 11, 2021 be and is hereby approved.
5. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to carry out the marketing and sale of the Real Property, as set out in the Second Report, with the exception of the real property described in Schedule “A” of the Receivership Order as 250 Lions Ct, Waterloo, ON N2L 6M8, registered in the name of Jaimee Gdak (“Lions Court”).

6. **THIS COURT ORDERS AND DECLARES** that the Receiver is authorized and directed to market and sell the Real Property, with the exception of Lions Court, free and clear of any prior agreements, if any, to purchase any of the Real Property, with the exception of Lions Court, as well as any prior license agreements or rental agreements, if any, and any such prior agreements, license agreements or rental agreements shall be nullified and of no further force and effect upon closing of any transaction in respect of the Real Property, with the exception of Lions Court.

7. **THIS COURT ORDERS AND DECLARES** that the Trigger Real Property is owned by Trigger free and clear of any interests or claims of the other Respondents. The Respondents, as applicable, are hereby directed to forthwith execute and deliver such documentation as is necessary or desirable to evidence the fact that Trigger is the sole and legal beneficial owner of the Trigger Real Property.

8. **THIS COURT ORDERS AND DECLARES** that the Respondents, as applicable, hold the Trigger Real Property as constructive trustee for the benefit of the creditors of Trigger.

9. **THIS COURT ORDERS AND DECLARES** that the Personal Property Assets are owned by Trigger free and clear of any interests or claims of the other Respondents. The Respondents, as applicable, are hereby directed to forthwith execute and deliver such documentation as is necessary or desirable to evidence the fact that Trigger is the sole and legal beneficial owner of the Personal Property Assets.

10. **THIS COURT ORDERS** that the Respondents who may be in possession of the Personal Property Assets deliver up the Personal Property Assets forthwith to the Receiver. In the event that the Personal Property Assets have been disposed of, the Respondents are hereby directed to pay to the Receiver the difference between the value of the consideration received by Trigger and the value of the consideration given by Trigger in the use of the Trigger funds to purchase the Personal Property Assets.

11. **THIS COURT ORDERS AND DECLARES** that the Respondents, as applicable, hold the Personal Property Assets as constructive trustee for the benefit of the creditors of Trigger.

12. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to sell the Trigger Real Property and the Personal Property Assets in accordance with the provisions of the Receivership Order.

13. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period from November 1, 2020 to January 31, 2021, as described in the Second Report and as set out in the Wiebe Affidavit, be and are hereby approved.

14. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's legal counsel, Borden Ladner Gervais LLP ("**BLG**"), for the period from November 1, 2020 to January 31, 2021, as described in the Second Report and as set out in the Mason Affidavit, be and are hereby approved.

15. **THIS COURT ORDERS** that Confidential Appendices "1", "2", "3", "4", "5", "6" and "7" to the Second Report be and is hereby sealed until further Order of this Court.

16. **THIS COURT ORDERS** that Confidential Appendix "1" to the Supplemental Report be and is hereby sealed until further Order of this Court.

17. **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.

Dietrich J

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale, INC. et al.

Applicant

Respondents

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(Directions)**

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Douglas O. Smith – LSO No. 36915R

Tel: 416-367-6015
Email: dsmith@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Further to my endorsement below dated March 18, 2021, this endorsement will address the Receiver's motion for directions and the respondent Jaimee Gdak's motion to remove any reference in the Receivership Order, including Schedule "A" thereto, to the real property municipally known as 250 Lions Court, in the City of Waterloo, Ontario ("Lions Court"). Both motions were heard on March 17, 2021.

The Receiver's motion for directions

The Receiver seeks an Order approving its Second Report and the Supplemental Report, and its activities described in the Reports. It also seeks approval of its Receipts and Disbursements as well as its fees and the fees of its counsel. I have reviewed the Reports and find that this relief should be granted. The Receipts and Disbursements appear to be appropriate and the fees appear to be fair and reasonable. This relief sought is unopposed.

The Receiver also seeks an Order: permitting the marketing and sale of the Trigger Real Property (as defined in the Second Report), which includes all real property, which, according to the Receiver's Report, was purchased using Trigger Wholesale, Inc. ("Trigger") funds; making a declaration that the use of Trigger funds to purchase Trigger Real Property was a transfer at undervalue within the meaning of the *Bankruptcy and Insolvency Act* (the *BIA*) and void as against the Receiver; and making a declaration that the respondents, as applicable, hold the Trigger Real Property as constructive trustee for the benefit of Trigger's creditors, among other relief related to the Trigger Real Property.

There was no opposition to this relief sought. Based on the evidentiary record before the court, I am not satisfied that there is sufficient evidence to determine whether the use of the Trigger funds to purchase the Trigger Real Property was a transfer at undervalue within the meaning of s. 96 of the *BIA*. If such a declaration is required, the determination would need to be made at a trial of this issue. The other relief should be granted.

The Receiver also seeks: an order that the Personal Property Assets (as defined in the Second Report) are owned by Trigger free of any claims of the other respondents, and that the respondents in possession of such Personal Property Assets deliver them forthwith to the Receiver; a declaration that the use of Trigger funds to purchase the Personal Property Assets is a transfer at undervalue within the meaning of the *BIA* and is void as against the Receiver, and if the Personal Property Assets have been disposed of, the respondents are directed to pay to the Receiver the difference between the value of the consideration received by Trigger and the value of the consideration given by Trigger in the use of the Trigger funds to purchase the Personal Property Assets; a declaration that the respondents, as applicable, hold the Personal Property Assets as constructive trustee for the benefit of Trigger's creditors; and an order permitting the Receiver to sell the Personal Property Assets in accordance with the Receivership Order, among other relief related to the Personal Property Assets.

There was no opposition to this relief sought. Based on the evidentiary record before the court, I am not satisfied that there is sufficient evidence to determine whether the use of the Trigger funds to purchase the Personal Property Assets was a transfer at undervalue within the meaning of s. 96 of the *BIA*. If such a declaration is required, the determination would need to be made at a trial of this issue. The other relief should be granted; however, it is acknowledged and agreed between the Receiver and Jaimee Gdak that she shall be given 60 days from the date of this endorsement to deliver to the Receiver the Range Rover, registered in her name, which forms part of the Personal Property Assets.

Lastly, the Receiver seeks an order permitting it to market and sell the Real Property (as defined in the Second Report) free and clear of any prior agreements to purchase the Real Property as well as any license agreements or rental agreements, which, if any, shall be nullified on the closing of the transaction in respect of the Real Property. The Real Property includes Lions Court. The relief sought should be granted except in respect of Lions Court.

Lions Court

Lions Court is the matrimonial home of the respondents Mark Gdak and Jaimee Gdak. The Receiver is not seeking an order that Lions Court is owned by Trigger. According to the record, it was purchased by, and registered in the names of, the respondents Mark Gdak and Jaimee Gdak, as joint tenants, in 2005. However, on July 2, 2019 Mark Gdak transferred his interest in Lions Court to Jaimee Gdak for natural love and affection. There is evidence to suggest that this transfer could be set aside as a fraudulent conveyance under the *Fraudulent Conveyances Act*.

None of the parties asserts that Lions Court was purchased with Trigger funds. However, the Receiver asserts that some or all of \$136,320 of Trigger funds was used to discharge a mortgage on Lions Court that secured a loan made to Mark Gdak and Jaimee Gdak by Pedro Cuesta to finance the business of Trigger.

The Bank of Montreal has a mortgage on Lions Court and there is a construction lien registered on the title as well. The Receiver is investigating the lien. According to the Receiver's Report, there is likely to be equity in Lions Court. Initially, the Receiver agreed not to market Lions Court for sale until the earlier of March 17, 2021 and a breakdown in the negotiations between Mark and Jaimee Gdak and the Receiver. Those negotiations have ceased and the Receiver now seeks an order permitting it to market and list Lions Court. Pursuant to the Receivership Order, the Receiver, would still need to return to court for approval to sell Lions Court.

Jaimee Gdak opposes the listing and sale of Lions Court and moves to vary the Receivership Order with the result that Lions Court would be removed from Schedule "A" and the Receiver would not have any authority to deal with it. Lions Court would nonetheless continue to be subject to the *Mareva* injunction. Mark Gdak did not file any material in support of Jaimee Gdak's motion but his counsel confirmed that Mark Gdak supports the motion.

The Receiver argues that Jaimee Gdak is making a late attempt to appeal the Receivership Order without the support of any statutory authority or rule of *Civil Procedure*. Specifically, she has not shown any error, fraud or new evidence with respect to the Receivership Order.

While Jaimee Gdak did not have legal counsel at the time the Receivership Order was made, she was served in that proceeding, and she did have legal representation soon after that Order was made. She did not take any steps to appeal or vary the Receivership Order at that time. Mark Gdak was represented at that time and he did not oppose the relief sought in the Receivership Order.

Jaimee Gdak asserts that the Lions Court property is hers and has nothing to do with Trigger. She denies any involvement with the mortgage from Pedro Cuesta. Further, she asserts that to permit the Receiver to sell Lions Court at this juncture would create real hardship for her and her minor children, one of whom has medical issues. She is a stay-at-home mother with no job.

I find that Jaimee Gdak has not provided the court with sufficient evidence or authority that would permit the variation of the Receivership Order that she requests. Accordingly, her motion is dismissed.

The extent of Jaimee Gdak's exposure to liability in this matter has not been determined. The principle creditor, Clearflow Commercial Finance Corp., asserts that she is a guarantor of the indebtedness owed by Trigger to it. That issue has yet not been determined. If it is determined that Jaimee Gdak is a guarantor, it is likely that Lions Court will need to be sold. It has also not yet been determined whether Mark Gdak's transfer of his interest in Lions Court was a fraudulent transfer that could be set aside. If that interest is set aside, it is, again, likely that Lions Gate will need to be sold. It appears that there is a dispute with respect to whether Trigger Funds were used to discharge some or all of the Pedro Cuesta mortgage. That dispute will need to be resolved as well. Accordingly, I decline to authorize the Receiver to list and market Lions Court at this time. This decision is without prejudice to the Receiver's right to renew its request to market and list Lions Court following the determination of one or more of these issues.

The Receiver seeks a sealing order with respect to Confidential Appendices to the Reports. I am satisfied that the *Sierra Club* test has been met for these commercially-sensitive materials. **On the resumption of regular court operations, it will be the responsibility of counsel for the Receiver to ensure that the subject materials are properly identified and protected under seal in the court file.**

Order giving directions to go in the form of the draft signed by me and attached hereto. The Order is effective as of today's date and it does not need to be entered.

If any party is seeking costs in respect of these motions, the parties are strongly encouraged to agree on the matter of costs. If they cannot agree, they may arrange a 9:30 am chambers appointment to schedule a hearing to deal with the matter of costs.

A handwritten signature in cursive script, reading "Dietrich J.", written in black ink.

Dietrich J.
Superior Court of Justice (Toronto)
March 31, 2021

Appendix 12

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the Bankruptcy and Insolvency Act,
R.S.C.1985, c. B-3, Section 101 of the Courts of Justice Act, R.S.O. 1990, c. C.43 and Rule
40.01 of the Rules of Civil Procedure

ENDORSEMENT

On consent of the Receiver and of Clearflow, it is ordered nunc pro tunc that the amount of \$3,000 per month on account of personal living expenses (the "Personal Allowance Payments") shall be paid by the Receiver to each of Mark Gdak and Jaimee Lynn Gdak from the proceeds of the Receivership, for a total of \$6,000 on a monthly basis, retroactive to the date of the Mareva order (October 13, 2020), net of amounts already advanced.

April 15, 2021


Dietrich J.

Appendix 13

CITATION: ClearFlow Commercial Finance Corp. v. Trigger Wholesale Inc., 2021 ONSC 3421
COURT FILE NO.: CV-20-00649154-00CL
DATE: 20210526

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

CLEARFLOW COMMERCIAL FINANCE
CORP.

Applicant/Moving Party

– and –

TRIGGER WHOLESALE INC., THE EN
CADRE GROUP INC., MARK GDAK,
JAIMEE LYNN GDAK and JAIMAK
REAL PROPERTIES INC.

Respondents/Responding Parties

Jeffrey J. Simpson, for the Applicant/Moving Party

Domenico Magisano and Jason Squire, for the Respondents/Responding Parties Trigger Wholesale Inc., The En Cadre Group Inc., Jaimak Real Properties Inc., and Mark Gdak

Benjamin G. Blay, for the
Respondent/Responding Party Jaimee Lynn
Gdak

*Roger Jaipargas and Douglas Smith, for
Grant Thornton Limited, the Receiver*

Ed D'Agostino, for J.B. Construction Inc.

HEARD: March 18 and April 15, 2021

REASONS FOR JUDGMENT

DIETRICH J.

[1] The applicant ClearFlow Commercial Finance Corp. brings this motion to enforce guarantees executed by the respondents Mark Gdak and Jaimee Lynn Gdak in its favour.

[2] The applicant seeks a finding of liability against each of Mr. Gdak and Ms. Gdak in respect of separate, unlimited, continuing personal guarantees that each executed on April 30, 2015 in respect of the full amount of indebtedness of the respondent Trigger Wholesale, Inc. (“Trigger”) to the applicant (the “Guarantees”).

[3] Mr. Gdak and Ms. Gdak are shareholders, directors and officers of Trigger. This Court appointed Grant Thornton Limited, as an interim receiver over the assets and undertakings of Trigger on October 13, 2020, and as a full national receiver on October 22, 2020 (the “Receivership Order”).

[4] Mr. Gdak and Ms. Gdak are also shareholders, directors and officers of the respondent The En Cadre Group Inc. (“En Cadre”). It is an affiliate of Trigger, and also executed a guarantee of Trigger’s indebtedness on April 30, 2015 in favour of the applicant. The assets and undertakings of En Cadre are also subject to the Receivership Order.

[5] Mr. Gdak does not deny liability pursuant to his Guarantee. He has not filed any responding materials on this motion with respect to his Guarantee.

[6] Ms. Gdak denies liability on her Guarantee on the basis that there was an undisclosed material change in the principal amount of the indebtedness covered by the Guarantee, and because she did not have the opportunity to obtain independent legal advice. Alternatively, she asserts that the applicant, through its words and conduct, released her from her Guarantee.

[7] For the reasons that follow, I find that each of Mr. Gdak and Ms. Gdak is liable on his or her respective Guarantee in favour of the applicant, and the applicant is entitled to judgment with respect to that liability. The precise amount owing on the Guarantees remains to be determined.

Background Facts

[8] The applicant, a company incorporated pursuant to the laws of Canada, is in the business of providing financing to Ontario businesses, generally through the factoring of accounts receivable, and also by extending other types of credit facilities.

[9] Trigger is a company incorporated pursuant to the laws of Ontario, with an office in Waterloo, Ontario. Prior to the receivership, it was in the business of importing and distributing firearms and ammunition throughout Canada.

[10] The applicant made loans to Trigger pursuant to three separate credit facilities: factoring of accounts; purchase order financing; and discrete advances for business purposes. The applicant holds security against all the personal property and assets for Trigger and En Cadre in the form of a General Security Agreement in respect of each company.

[11] Martin Nicholas Rees, a partner at the applicant, took the lead with respect to the financing arrangements between the applicant and the respondents in 2015. Following its due diligence, the applicant made a financing offer, which involved a Master Purchase and Sale Agreement (the

“MPSA”), a Master Purchase Order Financing Agreement, and a Royalty Agreement, each dated April 30, 2015 (the “Credit Agreements”). The Credit Agreements set out the details of the financing arrangements as between the parties. Trigger accepted the offer.

[12] As part of the loan and security documentation executed by Mr. Gdak and Ms. Gdak, on behalf of Trigger, each of them executed a Guarantee of the full amount of the indebtedness of Trigger arising out of the Credit Agreements. Each of them, as officers of En Cadre, also signed a similar guarantee on behalf of En Cadre.

[13] Neither Mr. Gdak nor Ms. Gdak denies signing their respective Guarantees. Neither alleges that the Guarantee was signed under duress. Each Guarantee was witnessed by Brian Kelly, a lawyer who represented Trigger.

[14] At the time each Guarantee was signed, the total maximum principal indebtedness shown on the Credit Agreements was \$1.4 million (though the applicant’s funding proposal letter dated April 23, 2015 mistakenly states the total to be \$1.3 million).

[15] The applicant suffered losses through alleged schemes in which Trigger fabricated customer invoices and presented them to the applicant for purchase, and in which En Cadre forged documentation respecting a real property transfer.

[16] Pursuant to the terms of the MPSA, Trigger was obligated to provide to the applicant, monthly, a list of all outstanding invoices issued by it to its customers. The applicant could then choose to purchase some or all the accounts receivable and pay to Trigger 85 percent of the amount due and owing on the selected accounts receivable.

[17] When purchasing accounts receivable for factoring, the applicant would normally collect the receivables from the borrower’s customers directly. Customers would typically be required to remit payment within 30 to 60 days from the invoice date. Until the applicant received payment on its purchase orders, any funds advanced to the borrower would be considered loans from the applicant.

[18] In the case of Trigger, however, Mr. Gdak asked the applicant to deviate from its usual procedure. He told the applicant that because the regulations imposed by the RCMP and other federal agencies stipulated that only he, as a licensee permitted to sell firearms, could handle payments from purchasers for those firearms, he would need to collect the receivables. This was untrue.

[19] When the applicant purchased customer invoices from Trigger, it deposited the proceeds into an account held by Trigger. It is alleged that Trigger then drew cheques on that account payable to itself, which it then deposited into a “blocked account” at the Bank of Montreal (“BMO”). It then represented to the applicant that these funds were payments from customers, which the applicant and the Receiver believe to be fake customers. The applicant then swept the blocked account and applied the funds collected against the outstanding invoices it had purchased.

[20] Based on the results of the applicant's field audit of Trigger, and the Receiver's reporting, it appears that most of the invoices presented by Trigger to the applicant for factoring were falsified. Trigger provided the applicant with multiple purchase orders as evidence that Trigger was doing business with large retailers, such as Canadian Tire and Home Hardware Stores Limited, when, in fact, it was either doing no, or considerably less, business than the falsified purchase orders would suggest.

[21] It also appears that Mr. Gdak provided a forged real property transfer to the applicant designed to make it appear that En Cadre owned real property in the City of Waterloo, with an alleged value of \$48 million, and that En Cadre was selling this property. In fact, En Cadre had no interest in such property.

[22] In the spring of 2019, before the applicant became aware of the alleged fraudulent activities, Mr. Gdak approached the applicant to restructure the then-existing credit facilities that would soon expire. Mike Nero, an employee of Trigger, and Mr. Gdak negotiated on behalf of Trigger. Mr. Rees led the negotiations on behalf of the applicant. As part of those negotiations, which took place over the course of thirteen months, Trigger sought to renegotiate the Credit Agreements and to have Ms. Gdak released from her Guarantee.

[23] In an April 9, 2019 email to Mr. Nero, Mr. Rees confirmed that the partners at the applicant would need to agree to any amendments to the applicant's offer letter respecting the credit restructuring. He also reminded Mr. Nero of the April 15, 2019 deadline for providing financial information to the applicant and the need for the applicant to assess the financial standing of Trigger.

[24] The preliminary negotiations resulted in the applicant issuing a proposal dated May 2, 2019 (the "Proposal"), which, among other things, contemplated the renewal of the MPSA and a release of Ms. Gdak from her Guarantee.

[25] As a condition of the restructuring, over the course of the negotiations, the applicant continued to seek financial statements for the 2019 fiscal year, in a specified form. As the negotiations wore on, the applicant requested current financial statements for the fiscal 2020 year as well.

[26] Mr. Rees sent documentation prepared in support of the proposed restructuring to Mr. Gdak on May 16, 2019, by email. The documentation included an "Acknowledgement re Existing Security" (the "Acknowledgement"), which included a reference to a personal guarantee from Mr. Gdak and a guarantee from En Cadre. No reference was made to a personal guarantee from Ms. Gdak.

[27] On June 27, 2019, Mr. Rees sent another email to Mr. Gdak seeking a report on the timeframe for Trigger to provide Review Engagement Financial Statements, and he reminded Mr. Gdak and Mr. Nero that this was "a requirement."

[28] On July 3, 2019, Mr. Gdak signed the documents, and Mr. Nero returned them to the applicant via email. In an email exchange on the same day, in response to a request by Mr. Nero for a release letter discharging Ms. Gdak from her obligations, Mr. Rees agreed to provide a “letter of confirmation that the Guarantee of Jamie (*sic*) has been cancelled.” In the same email, Mr. Rees stated: “We do need the Financial Statements to implement the documents-it’s a condition.”

[29] Mr. Rees never prepared a document confirming that Ms. Gdak’s Guarantee had been cancelled or released.

[30] Approximately one year later, in June 2020, negotiations were still ongoing between the parties. No documents had been executed by the applicant, and it was still waiting to receive financial statements for the 2019 fiscal year and, by this point, the 2020 fiscal period as well. Because the applicant had not received financial statements from Trigger on a timely basis, it imposed additional conditions precedent to the credit restructuring, including a satisfactory field audit.

[31] Mr. Gdak confirmed in an email to Mr. Rees dated June 11, 2020 that three conditions precedent to the restructuring, which the applicant had imposed, remained outstanding.

[32] On June 25, 2020, Mr. Gdak provided inaccurate financial statements for the 2019 fiscal year. On the following day, he provided internally generated monthly statements for the 2020 fiscal year, which were also inaccurate.

[33] By September 2020, Mr. Adler had, in the course of his field audit, discovered the existence of the alleged fraudulent activity involving falsified invoices, a forged transfer of real property, phony email addresses, falsified firearms storage inspection certificates, impersonations of Canadian Tire and Home Hardware Stores Limited executives and phony cheques.

[34] The applicant did not accept the late-delivered financial statements and, in any event, Trigger had not met the satisfactory field audit condition. The documents drafted in support of the restructuring of the credit facilities were never approved by the applicant’s credit committee or board and were never signed back to Trigger.

[35] As of October 6, 2020, according to the applicant’s records, Trigger was indebted to it in the amount of \$48,543,931.75. Purchased accounts receivable and purchase orders accounted for \$42,943,931.75 of that amount, and separate advances made by the applicant accounted for \$5,600,000.

[36] The applicant cannot recover on the accounts receivable or the purchase orders because they appear to be forged documents. It cannot collect on the advances because it appears the advances were made based on forged real estate documentation.

[37] Following its discovery of these alleged fraudulent activities, the applicant issued a written demand for payment and Notices of Intention to Enforce Security to Mr. Gdak, Ms. Gdak, Trigger and En Cadre.

[38] Mr. Gdak has not denied his involvement in the alleged fraudulent activities. Ms. Gdak has denied any involvement in those activities. The parties agreed that this motion would be limited to the enforcement of the Guarantees and would not address allegations of fraud as against Ms. Gdak.

Positions of the Parties

[39] The applicant submits that the Guarantee signed by Ms. Gdak is a valid document, signed by her without duress, and witnessed by a lawyer, who was counsel to Trigger at the time the Credit Agreements and other financing arrangements were entered into. The applicant asserts that, given Ms. Gdak's direct involvement in Trigger as a director and officer, she had knowledge of Trigger's operations and obligations to the applicant, and she did not require independent legal advice with respect to the Guarantee.

[40] The applicant further submits that notwithstanding that there were discussions between representatives of Trigger and representatives of the applicant regarding Ms. Gdak's Guarantee, there was, in fact, no waiver of Ms. Gdak's Guarantee. The applicant asserts that it was consistent and clear that no restructuring of the credit facilities, including a waiver of Ms. Gdak's Guarantee, would be agreed to or implemented until certain conditions precedent were satisfied, including the delivery of financial statements by Trigger. Those conditions were never fulfilled, and Ms. Gdak was therefore never released from her Guarantee.

[41] Ms. Gdak submits that the Guarantee is not binding on her because there was an undisclosed material change to the principal indebtedness over the five years that followed her execution of the Guarantee. She asserts that her liability should be set aside based on unconscionability, or at least limited to \$1.4 million. She further asserts that she was not given an opportunity to obtain independent legal advice respecting the Guarantee.

[42] Ms. Gdak further submits that, in any event, the Guarantee is not binding on her because the applicant released her from the Guarantee through its words and conduct during the credit restructuring process.

[43] Mr. Gdak takes no position on the applicant's motion with respect to his liability under his Guarantee. The applicant submits that, because Mr. Gdak has not responded to this motion with respect to his Guarantee, judgment in respect of his liability should issue on an unopposed basis.

The Guarantee

[44] The relevant paragraphs of the Guarantee, shown in part, are as follows:

2. OBLIGATIONS GUARANTEED

In consideration of ClearFlow Commercial Finance Corp. ... dealing with or continuing to deal with the Customer, you guarantee payment to us on demand, of all present and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities (collectively, the "Obligations"),

both direct and indirect, (whether incurred alone or jointly with others, whether absolute or contingent, whether matured or not matured, and whether for principal, interest or fees) payable to us by the Customer under any and all lease agreements, conditional sale contracts, credit facilities, overdrafts, guarantees, letters of credit, indemnities together with all costs and expenses, including fees and expenses, incurred by us in connection with its dealings with the Customer. ...

3. NATURE OF YOUR LIABILITY

Your liability under this Guarantee is CONTINUING, absolute and unconditional. It will not be limited, reduced, or otherwise affected by any one or more of the following events:

...

- any change in the terms or amount or existence of the Obligations

...

17. GENERAL

... No alteration or waiver of this Guarantee or any of its terms or conditions shall be binding on us unless expressly made in writing by us. ... [emphasis added]

Issues

[45] The issues on this motion are as follows:

- (1) Is Ms. Gdak released from liability under her Guarantee?
- (2) If Ms. Gdak is not released from liability on her Guarantee based on a material change in the contractual arrangement, did the applicant release Ms. Gdak from such liability through its words and conduct during the restructuring of Trigger's credit facilities?
- (3) Is Mr. Gdak liable pursuant to his Guarantee?

Is Ms. Gdak released from liability under her Guarantee because of a material change to the contractual arrangements?

[46] Ms. Gdak asserts that when she signed her Guarantee the applicant had agreed to provide funding to Trigger up to \$1.4 million. The \$1.4 million was comprised of three credit facilities described in the applicant's April 23, 2015 funding proposal letter as follows:

- a) \$320,000 maximum to fund the cost of importation of firearms, accessories and ammunition to Canada for resale;
- b) \$900,000 in respect of all eligible accounts receivable, for 24 months, automatically renewable; and
- c) \$180,000 demand loan.

The funding proposal letter specifically refers to the “Corporate Guarantee of En Cadre and the Personal Unlimited Guarantee of Mark and Jamiee (sic) Gdak.”

[47] Ms. Gdak submits that she cannot be liable for anything in excess of \$1.4 million. She says that five years after the Guarantee was executed, the applicant claims the amount owing by her is now \$48,625,279.75 (as of October 6, 2020). Ms Gdak asserts that she had no part in any discussions relating to the restructuring of the credit facilities at any time. Therefore, she asserts that her liability must be capped at \$1.4 million.

[48] Further, Ms. Gdak asserts that she had no opportunity to obtain independent legal advice. She asserts that if she had had the opportunity to obtain independent legal advice, the unconscionable exponential increase in the indebtedness, which arose as a consequence of the inequality of bargaining power between her and the applicant, could have been discovered by counsel and her improvident bargain could have been prevented.

[49] For the reasons that follow, I disagree that Ms. Gdak’s liability is limited to the \$1.4 million referred to in the funding proposal letter of April 23, 2015. I also find that Ms. Gdak has not met her burden to show unconscionability, and I do not agree that she was denied an opportunity to obtain independent legal advice.

Material change

[50] It is not disputed that a guarantor will be released from liability where the creditor and the principal debtor agree to a material change in the terms of the contract of debt without the guarantor’s consent: *Manulife Bank of Canada v. Conlin*, [1996] 3 S.C.R. 415 at para. 2.

[51] However, it is also not disputed that it is open to parties to contract out of this protection, provided that any contracting out is clear: *Conlin* at para. 4, citing *First City Capital Ltd. v. Hall* (1993), 11 O.R. (3d) 792 (C.A.).

[52] In my view, the parties contracted out of this protection. The language of the Guarantee is unequivocal. It clearly states that Ms. Gdak’s liability would be continuing and unaffected by any change in the amount of the “Obligations.” In respect of her obligations, paragraph 2 reads: “you guarantee payment to us on demand, of all present and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities (collectively, the “Obligations”).” [emphasis added]

[53] The extent of Ms. Gdak's liability is plainly stated in paragraph 3 of the Guarantee. There it states, in block capitals, that her liability is "CONTINUING" and that it will not be limited, reduced, or otherwise affected by "any change in the terms or amount or existence of the Obligations." [emphasis added] Ms. Gdak agreed to these terms.

Breach of Contract

[54] Ms. Gdak further asserts that a guarantor can be discharged if the creditor breaches the contract of guarantee: *Pax Management Ltd. v. Canadian Imperial Bank of Commerce*, [1992] 2 S.C.R. 998. She asserts that the applicant has done just that by making advances far in excess of the maximum amounts set out in the documents underlying the credit facilities. Ms. Gdak submits that these advances resulted in a materially different risk being imposed on her.

[55] The applicant submits that over the six-year period during which the applicant provided financing to Trigger, the terms and conditions of the credit facilities did not change in any material way that would impact on Ms. Gdak's risk. For example, none of the security for the debt was released and none of the other guarantors was released.

[56] The alteration to the exact wording of the financing terms was an increase in the total amount lent such that by 2020 the total loan exceeded the amounts shown in the financing agreements.

[57] I do not agree that the applicant breached the terms of the Guarantee by making the additional advances. The language of the Guarantee clearly contemplates the possibility of additional advances by referring explicitly to "any change in the amount ... of the Obligations", and to the guarantor's obligation to pay on demand "present and future" obligations under the Guarantee. The risk of an increase in the amount of Ms. Gdak's obligation was a risk that was in existence at the time she signed the Guarantee. Had the applicant released some of its security provided by Trigger, that action would have resulted in a materially different risk being imposed on Ms. Gdak, which would likely have altered her liability under the Guarantee. The subject advances, which were specifically contemplated in language of the Guarantee, do not, in my view, result in a materially different risk for Ms. Gdak than the one to which she agreed.

Contra preferentem

[58] In the alternative, Ms. Gdak asserts that where there has been a waiver of material change, as I have found in this case, the guarantee language must be read narrowly, to protect the guarantor where the guarantor is a family member and unsophisticated or vulnerable. Ms. Gdak relies on *Conlin* in support of this submission, and in particular para. 8 where Cory J. states that "if there is any ambiguity in the terms of the guarantee, the words of the documents should be construed against the party which drew it."

[59] Mr. Gdak and Ms. Gdak are husband and wife. However, Ms. Gdak is also a director, officer, employee and shareholder of Trigger. There is no evidence to support the theory that she signed the Guarantee as a matter of accommodation or a favour for her husband.

[60] When Mr. Rees, on behalf of the applicant, was discussing the original financing arrangements with Mr. Gdak, Mr. Gdak provided him with corporate charts for Trigger and En Cadre. The corporate chart for Trigger showed Ms. Gdak to be a “Co-Owner” and “SVP.” The notes to the corporate chart described Ms. Gdak as Mr. Gdak’s “wife and business partner” and “a 50% owner of the company (the new operations company and the holding company).” In my view, it is more likely than not that Ms. Gdak signed her Guarantee in the capacity of a business owner, and not as a family member.

[61] As a director, Ms. Gdak would have been required to sign off on the financial statements for these companies. The annual financial statements would have reflected the indebtedness to the applicant, which would have been easy for her to track year over year.

[62] Also, based on the record, I do not find Ms. Gdak to be unsophisticated. The only real evidence she submits in support of this assertion is that she did not finish high school. Lack of a high school diploma, in my view, does not equate to a lack of sophistication. Nor does it, in my view, indicate a lack of intelligence or an inability to read and comprehend a one-page guarantee, written in the second person. Based on the record, Ms. Gdak had significant involvement in Trigger’s day-to-day operations. She had responsibility for handling of accounts receivable, writing cheques and making bank deposits. She was in regular communication with the applicant regarding accounts receivable and the assignment of those accounts, as well as reporting on what funds were deposited into the blocked account and when.

[63] Accordingly, I find that a narrow interpretation of the terms of the Guarantee is not warranted in this case. Had I decided this point differently, I would nonetheless have rejected Ms. Gdak’s interpretation of the definition of “Obligations” in the Guarantee. “Obligations” is defined to include “all present, and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities.” Ms. Gdak submits that the *ejusdem generis* interpretation maxim ought to apply such that “any other debts and liabilities” must be read narrowly to include only debts of the same class or kind, being debts of a similar nature to lease payments and conditional sale instalments, and that the applicant has led no evidence of indebtedness that falls into that class.

[64] I reject this highly technical interpretation. I agree with the applicant that the phrase “other debts and liabilities” covers each of the credit facilities that the applicant offered and provided to Trigger. It would have been obvious to the parties entering into the financing arrangements that the Guarantees were in respect of the funds being advanced in accordance with the April 23, 2015 funding proposal. That proposal specifically refers to the credit being advanced and the Guarantees of each of En Cadre, Mr. Gdak and Ms. Gdak. Trigger’s credit facilities did not include lease payments or conditional sale instalments. It is therefore apparent that the Guarantees were intended to cover other debts and liabilities, such as those described in the April 23, 2015 funding proposal and advanced by the applicant. This is the only logical interpretation of the Guarantee considering the factual matrix at the time the credit facility documentation, including the Guarantees, was executed.

Independent legal advice

[65] Ms. Gdak asserts that she should not be found to be liable on her Guarantee because she was not given an opportunity to obtain independent legal advice on the Guarantee, or any amendments to the credit arrangements. Notwithstanding that she signed the Guarantee in the presence of a lawyer, Mr. Kelly, who witnessed her signature, she asserts that Mr. Kelly was counsel to Trigger and not to her.

[66] Ms. Gdak further asserts that she had never consulted with the applicant, or its counsel, in respect of the Guarantee, and that there was an inequality of bargaining power to her disadvantage.

[67] The applicant asserts that, because Ms. Gdak was a director of Trigger, independent legal advice in respect of her Guarantee was not required.

[68] The lack of independent legal advice, on its own, is not fatal to a claim on a guarantee, absent undue influence, unconscionability, fraud, misrepresentation or evidence supporting a defence of *non est factum*: *RBC v. 164393*, 2019 ONSC 5145 at para. 54, citing *Bank of Montreal v. Featherstone*, 58 D.L.R. (4th) 567 (Ont. C.A.).

[69] A party asserting unconscionability must make out an inequality of bargaining power and a resulting improvident bargain: *Uber Technologies Inc. v. Heller*, 2020 SCC 16, 3 B.L.R. (6th) 1 at para. 65.

[70] Ms. Gdak submits that there was an inequality of bargaining power between her and the applicant. As evidence of her lack of sophistication, she submits that she never completed high school and needed clarification during her examination by the Receiver that a “charge” was another word for “mortgage.” By contrast, she submits that the applicant purports to be in the business of providing financing to medium-sized businesses in Ontario, through factoring accounts receivable, and that the applicant’s point of contact, Mr. Rees, had 35 years of experience in banking and lending in Canada and the United Kingdom. Accordingly, Ms. Gdak submits that there is a significant gulf in sophistication. She submits that the improvident bargain is manifest in the growth of the debt from \$1.4 million to over \$48 million with no input or participation from her.

[71] As noted, I do not accept that Ms. Gdak was unsophisticated. On a balance of probabilities, I find that she was not entirely unaware of, or uninformed as to, the debt that Trigger was incurring. Ms. Gdak was a director and officer of each of Trigger and En Cadre when she signed the Guarantee. As a director she was responsible for signing off on the financial statements of these companies, which would have disclosed the companies’ indebtedness.

[72] Ms. Gdak is the sole director, officer and shareholder of the respondent Jaimark Properties Inc. (“Jaimark”), which owns or owned several valuable real properties. Based on the record, Ms. Gdak, either on behalf of Jaimark, or personally, has entered into agreements of purchase and sale and a licence agreement as part of transactions in respect of which she sought the advice of legal counsel.

[73] On examination, Ms. Gdak deposed that she did not know that she was a director of Trigger and En Cadre. She also deposed that she did not have a title and that at Trigger she took on jobs like taking photographs for marketing materials, building a website, and “administrative roles.”

[74] I do not accept Ms. Gdak’s evidence that she did not have a title at Trigger or that she took on only administrative roles there. At the time of the hearing, the applicant had not had an opportunity to review the large volume of emails retrieved by the Receiver from computers at Trigger. Even so, the record is replete with examples of Ms. Gdak’s involvement and responsibilities at Trigger, as evidenced by numerous emails.

[75] Apart from Mr. Gdak promoting Ms. Gdak as his “business partner”, her involvement in Trigger’s business was recognized by others at Trigger as well. In an email from Mr. Nero to Mr. Rees, dated May 13, 2015, in response to Mr. Rees’ concerns about accounts receivables and other matters, Mr. Nero stated: “As for the A/R, I understand the pressure point, Jaimee [Ms. Gdak] and I are going to be finally handling this moving forward.”

[76] Alexandra Kanichis, the Director of Operations at the applicant, and the partner who supervised the Trigger credit facilities, deposed that Ms. Gdak was involved with daily accounting operations at Trigger and that “literally hundreds of emails have been exchanged” between Ms. Gdak, Ms. Kanichis and the applicant’s administration team with respect to processing credit card payments, deposits made into the BMO blocked account and deposits made into a BMO account of non-factored payments, and funding requests to the applicant.

[77] Under examination, Ms. Gdak agreed that Ms. Kanichis’ statement about the number of emails exchanged between them “could be accurate.”

[78] Ms. Gdak also deposed that prior to 2020 she worked four or five hours a day at Trigger, but that she did not do much work for Trigger in 2020.

[79] However, in an email to Mr. Rees on June 11, 2020, Mr. Gdak notes that Ms. Gdak did not “facilitate the cashing of cheques”, as expected, because she was at the hospital, and that he would provide a solution for this concern of the applicant. In the same email, Mr. Gdak describes a “Process Change” at Trigger to “ensure future success/compliance” which involves a “signoff on the previous weeks activity (bank accounts, sales, shipping, purchases, transfers, expenses, etc.) on the Monday following the previous week from 830am-12 pm each week. This will be completed by Mark, Mike, Jaimee [Ms. Gdak], Amy and Phil (*sic*).” In an email to the applicant dated December 11, 2019, Mr. Gdak advises that “Mike, Jaimee [Ms. Gdak] and I are all at RLB [the accountants] today (working with them to close several projects) and then RLB is at our facility Thursday and Friday. We are scrambling to get our accounting up until current day.” In another report to the applicant, dated December 26, 2019, Mr. Gdak reports that Ms. Gdak is “mapping our payment for deposits” on five specified days between December 27, 2019 and January 3, 2020.

[80] Ms. Kanichis deposed that at a meeting at Trigger on October 1, 2020 between Mr. Gdak and Mr. Nero, from Trigger, and Ms. Kanichis and Glenn Peterson (president and director), from

the applicant, Mr. Gdak advised that Ms. Gdak was working from home because of the global pandemic, but that she was making collection calls on all the past due accounts of independent stores.

[81] Ms. Kanichis' evidence includes several email exchanges between Ms. Gdak and the applicant, as well as a copy of an Assignment Schedule summarizing alleged sales of firearms to purchasers, totaling over \$185,000. Ms. Gdak included the invoices in support of the alleged sales and alleged proof of delivery by courier for each sale. Together with these documents, Ms. Gdak sent an email to Ms. Kanichis confirming that these documents had been "successfully uploaded."

[82] I do not find Ms. Gdak's evidence that she did not know that she was a director of Trigger credible.

[83] There is reliable evidence to show that Ms. Gdak, in fact, held herself out as a vice president, which she noted when signing documents on behalf of Trigger or En Cadre.

[84] Ms. Gdak had authority to write and sign cheques on behalf of Trigger. Ms. Kanichis' evidence included copies of many cheques written and signed by Ms. Gdak on behalf of Trigger. Many of these cheques were in the hundreds of thousands of dollars.

[85] Ms. Kanichis also deposed that Ms. Gdak was "deeply involved in the day-to-day financial administration of Trigger and takes an active part in managing the financial and accounts receivable side of Trigger's business. She is one of the individuals at Trigger whom I would describe as part of the senior management team." Ms. Kanichis adduced a series of update emails from Ms. Gdak to the applicant that show that Ms. Gdak was one of the primary persons responsible for collection of accounts receivable at Trigger; was one of the individuals who personally handled cheques as they were received by Trigger from its customers; and who deposited cheques into the BMO blocked account and reported to the applicant on the deposits. Mr. Rees deposed that Ms. Gdak served in a "senior accounts receivable collection capacity." Neither Ms. Kanichis nor Mr. Rees was cross-examined on their respective affidavits.

[86] Ms. Kanichis also deposed that Ms. Gdak had ready access to the status of Trigger's indebtedness. Ms. Kanichis deposed that the applicant used software called "Cadence", which allowed its customers, like Trigger, to upload documents, such as invoices to be factored, and to view and update their precise financial position *vis-à-vis* the applicant, including their indebtedness to the applicant. According to Ms. Kanichis' evidence, it was Ms. Gdak who frequently accessed Cadence to upload invoices and bills of lading until Mr. Nero took over this function in 2018. The applicant's records show that Ms. Gdak last logged on to Cadence on February 21, 2018 to upload a number of invoices and bills of lading. Later that same day, Ms. Gdak sent an email to Ms. Kanichis confirming a successful uploading of "invoices and POD's."

[87] Ms. Kanichis further deposed that, like any user of Cadence, Ms. Gdak would have seen a standard-form opening screen that showed the current balance of the account. According to Ms. Kanichis' evidence, on February 21, 2018, Trigger's balance stood at \$8,404,091. In addition to

the balance, the screen would have shown a bar chart showing Trigger's purchase and collection history. Accordingly, I find that it ought to have been apparent to Ms. Gdak on February 21, 2018, that her liability on her Guarantee exceeded the original \$900,000 loan shown on the credit facility documents by a considerable margin.

[88] Ms. Gdak does not deny that she accessed the Cadence program, but she deposed that she used it on rare occasions and needed technical assistance with it. She deposed that she had "no recollection" of seeing the opening screen described by Ms. Kanichis. On a balance of probabilities, I find that while Ms. Gdak may not have known that Trigger's indebtedness had grown to over \$48 million, it is more likely than not that she knew the indebtedness was considerably greater than \$900,000. The information was readily available to her. Even if she did not choose to access the information using the Cadence system, she could have made inquiries of Ms. Kanichis with whom she was in regular contact. Ms. Gdak took no steps to try to limit her exposure on the Guarantee.

[89] The applicant argues that it had no duty to advise Ms. Gdak to obtain independent legal advice because she was a director of Trigger. It relies on the case of *Meridian Credit Union Limited v. 2428128 Ontario Limited*, 2017 ONSC 4578, 73 B.L.R. (5th) 262, in which the court found that independent legal advice is not required prior to the signing of a guarantee if the guaranteeing party is an officer and director of the corporation receiving the loan, citing *Toronto-Dominion Bank v. 1503345 Ontario Ltd.*, [2006] O.J. No. 1960 (ONSC).

[90] I do not agree entirely with the applicant's conclusion. The analysis in *Meridian* was considered in the more recent decision of Glustein J. in *Royal Bank of Canada v. 2414973*, 2020 ONSC 6047, where the court held that the principle enunciated in *Meridian* only applies where a party pleads that the guarantee is "invalidated" because of a lack of independent legal advice at the time the guarantee was signed.

[91] Where a guarantor is raising the lack of independent legal advice to "invalidate" the guarantee, the fact that the guarantor was a director may be determinative. However, whether or not a party was a director of the corporation, the presence or absence of independent legal advice remains relevant where that party is raising the defence of unconscionability, and arguing that the party did not have an opportunity to review the guarantee with counsel who might have identified an inequality of bargaining power and a resulting improvident bargain.

[92] Where a guarantor relies on a lack of independent legal advice in raising a defence of unconscionability, *non est factum*, misrepresentation or the like, the fact that the guarantor is a director is only a factor to be considered. In such cases, merely holding the title of "director" does not necessarily alleviate the need for independent legal advice. Rather, the overriding question remains whether the guarantee is tainted by the presence of undue influence, unconscionability or similar circumstances of improper tactics, and whether the lender should have been put on notice of same. Where a spouse lacks sophistication or meaningful involvement with the corporation, the mere fact that he or she holds the title of "director" should not preclude the defence of unconscionability: see, for example, *Royal Bank v. Hussain*, [1997] 38 B.L.R. (2d) 92.

[93] In my view, Ms. Gdak was not a director in name only. Nor do I find that she performed only administrative tasks at Trigger or that she had no knowledge of the increase of the indebtedness of Trigger to the applicant, such that her dealings with the applicant are tainted by unconscionability.

[94] I am also not satisfied that Ms. Gdak did not have the opportunity to review her Guarantee with counsel. All the credit facility documents were signed in the presence of and witnessed by a lawyer, Mr. Kelly, of Kelly & Co. Ms. Gdak asserts that Mr. Kelly was the lawyer for Trigger and not her lawyer. However, in her examination, when questioned about documents relating to the sale of a condominium owned by her, in September 2020, and in particular about the reference to “Kelly & Co.” on the agreement of purchase and sale, Ms. Gdak stated that “they are our lawyers.” There is no documentary evidence before the court with respect to the nature and extent of Kelly & Co’s retainer *vis-à-vis* Trigger, En Cadre, Mr. Gdak and Ms. Gdak.

[95] Ms. Gdak has not met her onus to show an inequality of bargaining power and a resulting improvident bargain. I am not persuaded that Ms. Gdak’s Guarantee transaction was tainted by the presence of unconscionability or improper tactics such that the applicant ought to have been put on notice of such and encouraged her to obtain independent legal advice.

Did the applicant release Ms. Gdak from her Guarantee?

[96] Ms. Gdak asserts that the applicant released Ms. Gdak from her Guarantee through its words and conduct, and it is now estopped from asserting that the negotiations relating to Ms. Gdak’s release from her Guarantee were never consummated.

[97] For the reasons that follow, I find that the applicant did not conduct itself in a way that constituted a waiver of Ms. Gdak’s Guarantee. Paragraph 17 of the Guarantee clearly states that no waiver of the Guarantee or any of its terms or conditions shall be binding on the applicant unless expressly made in writing by the applicant. The applicant made no such express writing.

[98] As set out in *Maracle v. Travellers Indemnity Co. of Canada*, [1991] 2 S.C.R. 50, a party seeking to rely on promissory estoppel must show that:

- (a) the other party made a promise or assurance, through words or conduct, that was intended to affect the legal relationship between them and was to be acted on; and
- (b) in reliance on the representation, the representee changed her position.

[99] Ms. Gdak asserts that on multiple occasions the applicant represented that it had released her from her Guarantee. Ms. Gdak further asserts she changed her position in reliance on this conduct. For example, she deposed that, based on this reliance, she accepted a transfer of Mr. Gdak’s one-half interest in their family home to separate business assets from personal assets.

[100] In my view, Ms. Gdak has not made out promissory estoppel. She has not established that the applicant represented that it had released her from her Guarantee, nor that she relied on that representation to her detriment.

[101] In support of her argument that her Guarantee was released through the conduct of the applicant, Ms. Gdak relies primarily on the Proposal (dated May 2, 2019) sent by Mr. Rees to Mr. Gdak. The Proposal contemplates a renewal of the existing MPSA and a termination of the existing Royalty Agreement, among other things. Under the section “Additional Information and Agreement” it states: “No Personal Guarantees moving forward from Jaimee Gdak.” Below, in the same section, it states:

The foregoing Proposal does not constitute an offer, commitment or binding agreement to enter the Amended Credit Facilities unless and until approved by ClearFlow’s Credit Committee and/or Board in writing and execution of Documentation as described herein. ... Trigger Wholesale also authorizes ClearFlow to share this information with ClearFlow’s affiliates, assigns, lenders, designees or other third parties ClearFlow deems necessary to receive the appropriate approvals.

[102] Ms. Gdak asserts that, based on this provision, the only part of the Proposal, which was not a binding agreement, was the part that dealt specifically with the two credit facilities, being the MPSA and the Royalty Agreement. She further asserts that it naturally followed that the section dealing with Additional Information and Agreement, which followed the section dealing with the credit facilities, was binding and indeed an “agreement”, which included the agreement that there would be no personal guarantees moving forward from Ms. Gdak. Both Mr. Gdak and Mr. Rees signed the Proposal on May 6, 2019.

[103] I find this interpretation, too, to be highly technical, and neither correct nor commercially reasonable. Even if it could be said that the parties agreed to treat the Amended Credit Facilities as distinct from the Guarantees, and not as part of the same package of credit documents as presented to Trigger in 2019, the language in the Proposal nonetheless affirms that “moving forward” Ms. Gdak will not be asked to provide a personal guarantee. “Moving forward” anticipates the execution of the Amended Credit Facilities. It is implicit that if the Amended Credit Facilities were not approved by ClearFlow’s Credit Committee and/or its Board, in writing, the restructuring would not advance, and, in that case, Ms. Gdak would not be relieved of her Guarantee obligations. An agreement to relieve Ms. Gdak from entering into a fresh guarantee as part of the credit restructuring is not the equivalent of a waiver of her existing Guarantee. A waiver of the existing Guarantee, by its terms, must be in writing by the applicant.

[104] There is no evidence of any such waiver by the applicant. Further, based on the testimony of the president of the applicant, Mr. Peterson, in order to be binding on the applicant, the waiver would have had to be signed by the Board of Directors comprised Randy Rutherford and himself. Mr. Rees did not have the authority to waive Ms. Gdak’s Guarantee.

[105] Ms. Gdak confirmed that she was not involved in the negotiations regarding the credit restructuring. There is no evidence of any representation having been made to her by the applicant regarding her Guarantee. It was Mr. Gdak who was involved in the negotiations relating to the credit restructuring. Based on the evidentiary record, Mr. Gdak appreciated that Ms. Gdak's Guarantee had not been waived on May 6, 2020, when he accepted the Proposal. Mr. Petersen deposed that on May 6, 2020, he and others met with Mr. Gdak in Trigger's parking lot following their earlier meeting. Then and there, Mr. Gdak emphasized his desire that Ms. Gdak's Guarantee be released. Mr. Petersen's evidence is that he explained to Mr. Gdak that "that should be possible when the new expanded facility and MPSA agreements were finalized."

[106] Shortly thereafter, when Trigger's financial statements were not forthcoming, Mr. Rees sent Mr. Gdak an email advising him that the applicant was imposing an additional condition precedent to the credit restructuring – a third party field audit. Attached to Mr. Rees' email was a checklist of items that would need to be satisfied before the applicant would consider moving forward with the proposed restructuring of the credit facilities.

[107] Mr. Gdak's conduct after the May 6, 2019 meeting reinforces that he appreciated that Ms. Gdak's Guarantee had not been released.

[108] On May 16, 2019, Mr. Rees sent an email attaching draft documents to reflect the terms set out in the Proposal. Nowhere in his covering email does Mr. Rees state that the documents are in execution form or ready for signature. While he does not specifically state in his email that the documents are drafts, he does state that he will send copies of the existing signed documents "for Brian Kelly's reference/convenience." This statement suggests that the documents are drafts to be reviewed by Trigger's counsel, Mr. Kelly. In the same email, Mr. Rees provides the contact details for the applicant's counsel, which further reinforces that the attached documents are drafts to be negotiated and finalized between counsel. Mr. Rees does not ask Mr. Gdak to sign and return these documents. The documents do not include a waiver of Ms. Gdak's Guarantee. Mr. Rees later deposed that the documents he sent on May 16, 2019 were indeed drafts for review by legal counsel.

[109] A few months later, on July 2, 2019, Mr. Nero, of Trigger, on behalf of Mr. Gdak, returned the documents signed by Mr. Gdak to Mr. Rees via email.

[110] On July 3, 2019, Mr. Nero, on behalf of Mr. Gdak, wrote to Mr. Rees asking for copies of the documents signed by the applicant and "the release letter you confirmed would be sent discharging Jaimee's obligations." This inquiry confirms Mr. Nero's understanding that, as of July 3, 2019, Ms. Gdak's obligations under the Guarantee had not been discharged.

[111] Mr. Rees replied the same day stating that he "will prepare a letter of confirmation that the Guarantee of Jamie (*sic*) has been cancelled." I accept Mr. Rees' evidence that he never intended to indicate that the applicant had agreed to release Ms. Gdak's Guarantee, and that he neither had instructions from the applicant to release the Guarantee, nor any authority to do so. Mr. Rees knew that the release of the Guarantee was conditional on Trigger providing the requested financial

statements. For that reason, he included this reminder in his email reply: “We do need the Financial Statements to implement the documents-it’s a condition.”

[112] On July 9, 2019, Mr. Rees sent an email to Mr. Gdak indicating that “Glenn will sign off the original legal documents when next in Toronto.” This statement can only be interpreted in the context of the entire transaction. At that time, both the applicant and Mr. Gdak were aware of the conditions precedent that needed to be fulfilled before the credit restructuring, including the release of Ms. Gdak’s Guarantee, would be approved. Those conditions included a review of Trigger’s financial statements for 2019 and 2020 in a form prescribed by the applicant as well as a satisfactory field audit.

[113] Mr. Gdak was fully aware of the conditions precedent to the proposed credit restructuring, which could have resulted in the release of Ms. Gdak’s Guarantee. Notwithstanding that Mr. Gdak returned signed documents to the applicant on July 2, 2019, he understood that the credit facilities would not be restructured until the conditions were met. Nearly a year later, on June 11, 2020, Mr. Gdak sent an email to Mr. Rees in which Mr. Gdak, himself, lists the “Conditions Precedent”, which include “Review Engagement Fiscal 2019”, “Management Prepared Financial Statement 2020” and “Field Audit by Steven Adler”, and he reports on the status of each with a commitment that Trigger will deliver the 2020 Review Engagement by July 31, 2020.

[114] Mr. Rees deposed that the draft “Acknowledgement” of the waiver of Ms. Gdak’s Guarantee, which had been included in the package of draft documents sent for review by counsel, was only sent to Mr. Gdak as an example of the type of acknowledgement that could be signed if there were agreement on all the other terms relating to the restructuring and all of the conditions precedent had been met. It was not an express waiver of Ms. Gdak’s existing Guarantee.

[115] Because financial statements in the form requested by the applicant were never delivered, and because Trigger failed the field audit, the conditions of the credit restructuring were never met. Neither the draft Acknowledgement, nor any other document expressly releasing Ms. Gdak from her Guarantee, was ever finalized, or signed by the applicant, and she was never released from her Guarantee by any means.

[116] It defies logic that Ms. Gdak or Mr. Gdak would have believed that the applicant would have agreed to the waiver of Ms. Gdak’s Guarantee or any other Guarantee in July 2019. At that time, Trigger had not provided its financial statements for fiscal 2019 and fiscal 2020, or met the condition for a satisfactory field audit. The applicant had not signed a single document to give effect to the restructuring of the credit facilities.

[117] On June 19, 2020, prior to the completion of the field audit, Mr. Gdak returned to the applicant a signed version of the MPSA, which he had unilaterally backdated to July 3, 2019. The applicant’s evidence is that it never considered that document to be legally binding because, not only had no one on behalf of the applicant signed the document, but also the MPSA was but one part of a package of documents the whole of which formed the basis for the restructuring and

renewal of the credit facilities. Until all of them were approved and signed by both parties, Ms. Gdak's Guarantee would not be released.

[118] Mr. Gdak did not provide 2019 Review Engagement statements until June 25, 2020, 86 days following the fiscal year end, and he never produced the most recent 2020 financial statements on a Review Engagement basis, as requested by the applicant. Rather, he produced internal monthly statements for fiscal 2020. These financial statements were not accurate, and they were not acceptable to the applicant. By this time, the applicant was also aware that the field audit had uncovered extensive activities at Trigger that it believed to be fraudulent.

Is Mr. Gdak liable pursuant to his Guarantee?

[119] As noted above, Mr. Gdak did not deny liability pursuant to his Guarantee, and he did not file any responding materials on this motion with respect to his Guarantee. I agree with the applicant that judgment in respect of his liability should issue on an unopposed basis.

Disposition

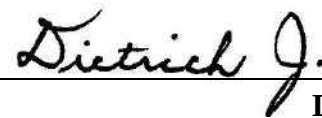
[120] A Judgment shall issue declaring:

- (a) the personal Guarantee executed by the respondent, Mark Gdak, in favour of the applicant, ClearFlow Commercial Finance Corp., in respect of the indebtedness of Trigger Wholesale Inc., dated April 30, 2015, enforceable; and
- (b) the personal Guarantee executed by the respondent Jaimee Lynn Gdak in favour of the applicant, ClearFlow Commercial Finance Corp., in respect of the indebtedness of Trigger Wholesale Inc., dated April 30, 2015, enforceable.

The parties and the Receiver may arrange a case conference to address the quantum of the liability on the Guarantees.

Costs

[121] Any party seeking costs in this matter may serve and file written costs submissions not exceeding three pages in length (excluding a costs outline and offers to settle, if any) within ten days of these reasons. Any party wishing to respond to such written submissions shall serve and file similar written costs submissions within ten days thereafter.



Dietrich J.

CITATION: ClearFlow Commercial Finance Corp. v. Trigger Wholesale Inc., 2021 ONSC 3421
COURT FILE NO.: CV-20-00649154-00CL
DATE: 20210526

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant/Moving Party

– and –

TRIGGER WHOLESALE INC., THE EN CADRE
GROUP INC., MARK GDAK, JAIMEE LYNN GDAK
and JAIMAK REAL PROPERTIES INC.

Respondents/Responding Parties

REASONS FOR JUDGMENT

Dietrich J.

Released: May 26, 2021

Appendix 14

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE

)

WEDNESDAY, THE 26TH

MADAM JUSTICE DIETRICH

)

DAY OF MAY, 2021

BETWEEN:



CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

- and -

TRIGGER WHOLESALE INC., THE EN CADRE GROUP INC., MARK
GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

JUDGMENT

THIS MOTION, made by the Applicant, for a determination of liability on guarantees given by the individual Respondents to the Applicant, was heard on March 18, 2021 and April 15, 2021 by Zoom videoconference due to the COVID-19 pandemic, with the lawyers for all parties in attendance.

ON READING the Application Record, Responding Application Record, Reply Application Record, Supplementary Responding Application Record, Supplementary Reply Application Record, Second Further Supplementary Reply Application Record, Reply to Second

Further Supplementary Reply Application Record, Transcript of the Examination of Jaimee Lynn Gdak, and facts of the parties, and on hearing the submissions of the lawyers for the parties,

1. THIS COURT DECLARES THAT the personal Guarantee executed by the respondent, Mark Gdak, in favour of the applicant, ClearFlow Commercial Finance Corp., in respect of the indebtedness of Trigger Wholesale Inc., dated April 30, 2015, is enforceable.

2. THIS COURT DECLARES THAT the personal Guarantee executed by the respondent Jaimee Lynn Gdak in favour of the applicant, ClearFlow Commercial Finance Corp., in respect of the indebtedness of Trigger Wholesale Inc., dated April 30, 2015, is enforceable.

3. THIS COURT ORDERS THAT the parties and the Receiver may arrange a case conference to address the quantum of the liability on the Guarantees.



(Signature of Justice)

BOSCO MASCARENHAS

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESALE INC. et al.

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

JUDGMENT

COHEN HIGHLEY LLP

Lawyers

One London Place

255 Queens Avenue, 11th Floor

London ON N6A 5R8

Benjamin G. Blay (62688Q)

blay@cohenhighley.com

Tel: 519-672-9330

Lawyers for the Respondent

Jaimee Lynn Gdak

Appendix 15

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule 40.01 of the *Rules of Civil Procedure*

THIRD REPORT OF THE RECEIVER

May 10, 2021



200 King Street West
11th Floor
Toronto, Ontario, M5H 3T4

TABLE OF CONTENTS

INTRODUCTION	1
DISCLAIMER	3
PURPOSE OF THE THIRD REPORT	3
BACKGROUND	4
SALE OF 157 SAUGEEN BEACH ROAD	5
THE MARK GDAK PROPERTY CLAIM	6
COURT APPROVAL OF THE SALE OF SAUGEEN BEACH ROAD	7
ACTIVITIES OF THE RECEIVER	8
APPROVAL OF PROFESSIONAL FEES	8
RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP	9
CONFIDENTIAL APPENDICES	9
SUMMARY AND RECOMMENDATION	9

INDEX OF APPENDICES

Appendix 1	Interim Receivership Order and Endorsement of the Honourable Madam Justice Gilmore dated October 13, 2020
Appendix 2	Affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson each sworn October 9, 2020 (without appendices)
Appendix 3	First Report of the Interim Receiver dated October 21, 2020 (without appendices)
Appendix 4	Receivership Order of the Honourable Mr. Justice McEwen dated October 22, 2020
Appendix 5	First Report of the Receiver dated November 20, 2020 (without appendices)
Appendix 6	Baker Road Approval and Vesting Order and Endorsement of the Honourable Madam Justice Dietrich dated December 1, 2020
Appendix 7	Second Report of the Receiver dated February 12, 2021 (without appendices)
Appendix 8	Supplemental Report to the Second Report of the Receiver dated March 16, 2021 (without appendices)
Appendix 9	Inventory Approval and Vesting Order and Endorsement of the Honourable Madam Justice Dietrich dated March 17, 2021
Appendix 10	Sea Ray Approval and Vesting Order and Endorsement of the Honourable Madam Justice Dietrich dated March 17, 2021
Appendix 11	Order for Directions and Endorsement of Honourable Madam Justice Dietrich dated March 31, 2021
Appendix 12	Saugeen Beach Road Sale Agreement dated April 30, 2021 (redacted)
Appendix 13	Listing of Gdak Personal Items
Appendix 14	Affidavit of Jacob Wiebe sworn May 7, 2021
Appendix 15	Affidavit of Christine Mason sworn May 6, 2021
Appendix 16	Statement of Receipts and Disbursement dated April 30, 2021
Confidential Appendix 1	Summary of Offers Received for Saugeen Beach Road
Confidential Appendix 2	Saugeen Beach Road Sale Agreement

INTRODUCTION

1. Grant Thornton Limited (“**GTL**”) was appointed as Interim Receiver (the “**Interim Receiver**”) of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”) by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 13, 2020 (the “**Interim Receivership Order**”). Copies of the Interim Receivership Order and the Endorsement of the Honourable Madam Justice Gilmore are attached hereto as **Appendix “1”**.
2. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the Interim Receiver, are contained in the affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson, each sworn October 9, 2020 (the “**Clearflow Affidavits**”) in support of Clearflow Commercial Finance Corp.’s (“**Clearflow**”) application for the appointment of the Interim Receiver. A copy of the Clearflow Affidavits without appendices are attached hereto as **Appendix “2”**. Clearflow is the primary secured creditor of the Debtors.
3. The Interim Receiver filed its first report to Court dated October 21, 2020 (the “**Interim Receiver’s Report**”) in support of Clearflow’s application to convert the Interim Receivership Order, to a national receiver, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). A copy of the Interim Receiver’s Report is attached hereto as **Appendix “3”** without appendices.
4. Pursuant to an order of the Honourable Mr. Justice McEwen dated October 22, 2020, GTL was appointed as the Receiver (the “**Receiver**”) over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak (“**J. Gdak**”), pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “4”**.
5. The Receiver filed its first report to Court dated November 20, 2020 (the “**First Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 43 Baker Road, Port Elgin, Ontario. A copy of

the Receiver's First Report is attached hereto as **Appendix "5"** without appendices.

6. On December 1, 2020, the Court issued an order providing the relief requested by the Receiver in the First Report (the "**Baker Road Approval and Vesting Order**"). A copy of the Baker Road Approval and Vesting Order along with the Endorsement of Justice Dietrich is attached hereto as **Appendix "6"**.
7. The Receiver filed its second report to Court dated February 12, 2021 (the "**Second Report**") and a supplemental report to the second report dated March 16, 2021 (the "**Supplemental Report**") which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of the Inventory Transaction and the Sea Ray Transaction and requesting directions in respect of the Real Property Assets and Personal Property Assets, all as defined in the Second Report. Copies of the Receiver's Second Report and the Supplemental Report are attached hereto as **Appendices "7"** and **"8"** respectively without appendices.
8. On March 17, 2021, the Court issued approval and vesting orders in respect of the Inventory Transaction (the "**Inventory Sale Approval and Vesting Order**") and the Sea Ray Transaction (the "**Sea Ray Approval and Vesting Order**"). Copies of the Inventory Sale Approval and Vesting Order and the Sea Ray Approval and Vesting Order along with the Endorsement of Justice Dietrich are attached hereto as **Appendix "9"** and **"10"** respectively.
9. On March 31, 2021, the Court issued an order providing directions to the Receiver in respect of the Personal Property Assets (as defined in the Second Report) and the Real Property Assets (as defined in the Second Report) (the "**Order for Directions**"). A copy of the Order for Directions along with the Endorsement of Justice Dietrich is attached hereto as **Appendix "11"**.
10. The Order for Directions declared that the Personal Property Assets (as defined in the Second Report) and the Real Property Assets (as defined in the Second Report), with the exception of the real property identified municipally as 250 Lions Court, Waterloo, Ontario, are assets of Trigger.

11. In accordance with the Court's e-service protocol all materials filed with the Court in this matter are available on the Receiver's case website at www.GrantThornton.ca/TWI.

DISCLAIMER

12. In preparing this report, the Receiver has reviewed certain unaudited financial information and certain financial information related to the Debtors. While the Receiver has performed a preliminary review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards ("**GAAS**") or International Financial Reporting Standards ("**IFRS**"). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.
13. This report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to grant the relief sought by the Receiver. Accordingly, the reader is cautioned that this report may not be appropriate for any other purpose.
14. All references to dollar amounts in this report are in Canadian currency, unless otherwise noted.

PURPOSE OF THE THIRD REPORT

15. The purpose of this third report of the Receiver to Court (the "**Third Report**") is to advise the Court on the Receiver's activities since its appointment and to provide information to the Court pertaining to the Receiver's request for Orders:
 - a) approving the Third Report and the activities of the Receiver described therein;
 - b) approving the Saugeen Beach Road sale transaction (the "**Saugeen Beach Road Transaction**") contemplated by an agreement of purchase and sale dated April 28, 2021 and accepted as at April 30, 2021 (the "**Saugeen Beach Road Sale Agreement**") between Richard Arthur Garland and Lisa Lynne Garland (collectively, the "**Purchasers**") and the Receiver for the purchase and sale of a property located at 157 Saugeen Beach Road, Port Elgin, Ontario ("**Saugeen Beach Road**");

- c) authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable for the completion of the Saugeen Beach Road Transaction;
- d) vesting in the Purchasers all of Jaimee Gdak's and the Debtors' right, title and interest in and to Saugeen Beach Road, free and clear of all encumbrances, except certain permitted encumbrances;
- e) approving the Receiver's Statement of Receipts and Disbursements as at April 30, 2021 (the "**SRD**");
- f) approving the fees and disbursements of the Receiver for the period from February 1, 2021 to April 30, 2021, as set out in the affidavit of Jacob Wiebe, sworn May 7, 2021;
- g) approving the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver, for the period from February 1, 2021 to April 30, 2021, as set out in the Affidavit of Christine Mason, sworn May 6, 2021; and
- h) sealing the Confidential Appendices to the Third Report until a closing of the Saugeen Beach Road Transaction.

BACKGROUND

- 16. The Debtors are incorporated in Ontario and were in the business of importing and distributing firearms and ammunition to customers throughout Canada. The Debtors' customers allegedly included Canadian Tire and Home Hardware, as well as many small gun shops, outdoor stores, police forces and the Canadian military. The registered address for the Debtors is 588 Colby Drive, Suite #1, Waterloo, Ontario (the "**Colby Drive Premises**"). The directors of Trigger are Mark Gdak ("**Mr. Gdak**"), Jaimee Lynn Gdak ("**Mrs. Gdak**") and Brian Richard Kelly ("**Brian Kelly**"). Brian Kelly also acted as the Debtors' legal counsel. Brian Kelly resigned as director of the Trigger shortly after the Interim Receiver was appointed.
- 17. Clearflow provided accounts receivable ("**AR**") factoring services to Trigger. As described in the Interim Receiver's Report, the First Report and the Second Report, Trigger did not conduct any business with the customers on the AR listings provided to Clearflow for factoring and all the invoices factored by Clearflow were false. While Trigger represented to Clearflow that its AR totalled \$64,074,258 as at October 13, 2020, the actual AR was \$944,073 and none of the real customer invoices were factored by Clearflow.

18. In the Second Report the Receiver described how the Personal Property Assets (as defined in the Second Report) and the Trigger Real Property Assets (as defined in the Second Report) were all purchased with Trigger funds which was obtained from Clearflow. The Order for Directions declared that the Personal Property Assets (as defined in the Second Report) and the Trigger Real Property Assets (as defined in the Second Report) are property of Trigger.

SALE OF 157 SAUGEEN BEACH ROAD

19. The Trigger Real Property includes Saugeen Beach Road. In the Second Report, the Receiver detailed listing proposals obtained from several realtors for the sale of Saugeen Beach Road and the Receiver's recommendation that RE/Max Land Exchange ("**RE/Max**") be engaged to market Saugeen Beach Road for sale.
20. Subsequent to the Court issuing the Order for Directions, the Receiver engaged Re/Max to list Saugeen Beach Road for sale.
21. In order to encourage offers and to effectively canvass the market, RE/Max, together with guidance from the Receiver:
 - a) created a brochure containing key information on Saugeen Beach Road;
 - b) installed signage on-site at Saugeen Beach Road;
 - c) created a dedicated website, detailing the purchase opportunity, which included, among other things, property information, photographs, and a detailed virtual tour; and
 - d) posted the listing on MLS, Realtor.ca, the agent's own commercial website and other shared advertising websites.
22. The Receiver provided Re/Max a form of an Agreement of Purchase and Sale that the Receiver recommended interested parties use to submit their offers.
23. The online listings had 785 different agent views and 143 different client views.
24. RE/Max completed 13 physical showings of the Purchased Property.
25. The Receiver corresponded with RE/Max on a frequent basis to discuss the sale process, marketing efforts, interested parties, sales strategies, and eventually the submitted offers.

26. After numerous showings and fourteen (14) days on the market, a bid submission deadline was set for April 28, 2021. Five offers were received by the bid submission deadline. A summary of the five offers received is attached in **Confidential Appendix “1”**.
27. The Receiver identified the offer from the Purchasers as the best and highest offer. Between April 28, 2021 and April 30, 2021, the Receiver entered into negotiations with the Purchasers, which culminated in the completion of a Saugeen Beach Road Sale Agreement. A copy of the Saugeen Beach Road Sale Agreement which is redacted to remove the selling price is attached hereto as **Appendix “12”**. A full copy of the Saugeen Beach Sale Agreement is attached hereto as **Confidential Appendix “2”**.
28. The Saugeen Beach Road Sale Agreement is conditional upon the Receiver obtaining an Approval and Vesting Order from the Court.
29. Closing of the Saugeen Beach Road Sale Transaction is scheduled for 10 days following the Court issuing an Approval and Vesting Order.

The Mark Gdak Property Claim

30. The Receiver has been in possession of Saugeen Beach Road since shortly after the Receivership Order was issued on October 22, 2021.
31. While the building envelope of Saugeen Beach Road is complete, there remains a significant amount of interior and exterior finishing to be completed. Much of the building materials required to complete the construction, as well as interior furnishing, was present at Saugeen Beach Road when the Receiver took possession of the property.
32. In marketing Saugeen Beach Road for sale, the Receiver advised interested purchasers that the contents of Saugeen Beach Road were to be included as part of the sale, except for a boat, a trailer and two all terrain vehicles located in the garage.
33. As noted above, the Receiver set a deadline for submission of offers from interested purchasers of April 28, 2021, by which date 5 offers were received.

34. On April 29, 2021, Mr. Gdak sent a Property Proof of Claim to the Receiver in which he claims a lengthy listing of items at Saugeen Beach Road to be his personal assets (the “**Gdak Property Claim**”).
35. Upon receiving the Gdak Property Claim, the Receiver advised the Purchasers of the claim. The Receiver and the Purchasers agreed that the Saugeen Beach Road Sale Agreement would list the items claimed in the Gdak Property Claim as excluded chattels in order to avoid a conflict on closing should the Receiver need to turn over these items to Mr. Gdak.
36. The Receiver issued Notice of Disallowance of the Gdak Property Claim on May 5, 2021 on the basis that Mr. Gdak had not provided any proof of ownership of the items claimed.
37. On May 7, 2021, Mr. Gdak and the Receiver, with the consent of the Purchasers, reached an agreement whereby the Receiver would release certain items of nominal value to Mr. Gdak and that Mr. Gdak would withdraw the Gdak Property Claim (the “**Gdak Personal Items**”). A listing of the Gdak Personal Items is attached hereto as **Appendix “13”**.
38. On May 10, 2021, the Receiver met with Mr. Gdak at Saugeen Beach Road and allowed Mr. Gdak to retrieve the Gdak Personal Items.

Court Approval of the Sale of Saugeen Beach Road

39. The Receiver conducted an extensive marketing process, which widely exposed Saugeen Beach Road to the market.
40. In light of the sale process conducted by the Receiver, the opinion of value received by the Receiver and the offers that were received for Saugeen Beach Road, the Receiver is of the opinion that the Saugeen Beach Road Sale Transaction represents the highest and best price that can be obtained for Saugeen Beach Road.
41. The Receiver's sale process was fair and reasonable. The Receiver made sufficient effort to obtain the best price and has not acted improvidently. The Saugeen Beach Road Sale Transaction is supported by Clearflow.
42. Accordingly, the Receiver respectfully requests that the Court approve the Saugeen Beach Road Sale Transaction, grant the Approval and Vesting Order and

authorize the Receiver to take all steps necessary to complete the Saugeen Beach Road Sale Transaction.

ACTIVITIES OF THE RECEIVER

43. Since its appointment, the Receiver's activities have included matters not otherwise described in the First Report, the Second Report and the Third Report, including, but not limited to:
- a) Preparing this Third Report;
 - b) closing the Inventory Transaction;
 - c) closing the Sea Ray Transaction; and
 - d) taking possession of the Personal Property Assets (as defined in the Second Report) and marketing them for sale.

APPROVAL OF PROFESSIONAL FEES

44. The Receiver and its counsel have maintained detailed records of their professional fees.
45. Pursuant to paragraph 27 of the Receivership Order, the Receiver and its counsel shall be paid their reasonable fees and disbursements and a charge was granted on the Property (as defined in the Receivership Order), as security for such fees and disbursements.
46. The total fees and disbursements of the Receiver from February 1, 2021 to April 30, 2021 amount to \$239,607.69 inclusive of disbursements and HST and are more particularly described in the affidavit of Jacob Wiebe sworn May 7, 2021, a copy of which is attached hereto as **Appendix "14"**.
47. The total fees and disbursements of the Receiver's counsel, BLG, from February 1, 2021 to April 30, 2021 amount to \$256,095.36 inclusive of disbursements and HST and are more particularly described in the affidavit of Christine Mason sworn May 6, 2021, a copy of which is attached hereto as **Appendix "15"**.
48. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP

49. The interim statement of receipts and disbursements of the Interim Receiver and Receiver as at April 30, 2021 (the "SRD"), is attached hereto as **Appendix "16"**.

CONFIDENTIAL APPENDICES

50. The Receiver believes that Confidential Appendix "1" and "2" should remain sealed until further order of the Court, as the information contained therein is commercially sensitive and could prejudice the sale of Saugeen Beach Road. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver, which may impact the price that interested purchasers are willing to offer for Saugeen Beach Road, should the Saugeen Beach Road Transaction not close.
51. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendices are sealed in this manner.

SUMMARY AND RECOMMENDATION

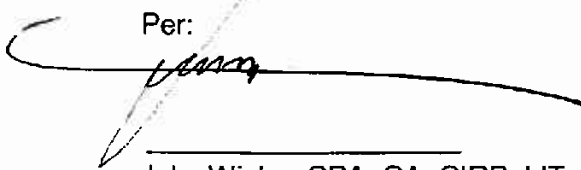
52. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the relief sought, as detailed in paragraph 15 of this Third Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

In its capacity as Court Appointed Interim Receiver and Receiver of Trigger Wholesale, Inc. The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. and Jaimee Gdak

Per:



Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix 16

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

THE HONOURABLE

)

TUESDAY, THE 18TH

JUSTICE HAINEY

)

DAY OF MAY, 2021

)

BETWEEN:



CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") and for certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated April 28, 2021 and accepted on April 30, 2021 (the "**Sale Agreement**") between the Receiver and

Richard Arthur Garland and Lisa Lynne Garland (the "**Purchasers**") for the purchase and sale of a property located at 157 Saugeen Beach Road, Port Elgin, Ontario (the "**Purchased Property**") and appended to the third report of the Receiver dated May 10, 2021 (the "**Third Report**"), the affidavit of Jacob Wiebe sworn May 7, 2021 (the "**Wiebe Affidavit**"), the affidavit of Christine Mason sworn May 6, 2021 (the "**Mason Affidavit**") and vesting in the Purchasers the Debtors' and Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the Third Report and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp. and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Mariela Adriana Gasparini sworn May 11, 2021 filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Property to the Purchasers.
2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchasers substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' or Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchasers, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Gilmore dated October 13, 2020; (ii) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated October 22, 2020; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security*

Act (Ontario) or any other personal property registry system; and (iv) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Property are hereby expunged and discharged as against the Purchased Property.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for Land Titles Division of Bruce of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchasers as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

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

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

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors, or Jaimee Lynn Gdak, or any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made in respect of the Debtors or Jaimee Lynn Gdak;

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

7. **THIS COURT ORDERS** that the Third Report of the Receiver and the activities of the Receiver, as described in the Third Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

8. **THIS COURT ORDERS** that the statement of receipts and disbursements as at April 30, 2021, be and is hereby approved.

9. **THIS COURT ORDERS** that the fees and disbursements of the Receiver, as described in the Third Report and as set out in the Wiebe Affidavit, be and are hereby approved.

10. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's legal counsel, Borden Ladner Gervais LLP, as described in the Third Report and as set out in the Mason Affidavit, be and are hereby approved.

11. **THIS COURT ORDERS** that Confidential Appendices "1" and "2" to the Third Report be and are hereby sealed until the closing of the Transaction.

12. **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.

A handwritten signature in blue ink, appearing to read "Hainey J", is written over a horizontal line. The signature is fluid and cursive, with a large initial 'H' and a distinct 'J' at the end.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20–00649154–00CL

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated October 13, 2020, Grant Thornton Limited ("**GTL**") was appointed as the interim receiver (the "**IR**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Honourable Mr. Justice McEwen of the Court dated October 22, 2020, GTL was appointed as the receiver (the "**Receiver**") of the undertaking, property and

assets of the Debtors and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak.

C. Pursuant to an Order of the Court dated May 18, 2021, the Court approved the agreement of purchase and sale dated April 28, 2021 and accepted on April 30, 2021 (the "**Sale Agreement**") between the Receiver and Richard Arthur Garland and Lisa Lynne Garland (the "**Purchasers**") and provided for the vesting in the Purchasers of the Debtors' or Jaimee Lynn Gdak's right, title and interest in and to the property located at 157 Saugeen Beach Road, Port Elgin, Ontario (the "**Purchased Property**"), which vesting is to be effective with respect to the Purchased Property upon the delivery by the Receiver to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the Purchase Price for the Purchased Property; (ii) that the conditions to Closing as set out in section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchasers have paid and the Receiver has received the Purchase Price for the Purchased Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**GRANT THORNTON LIMITED, in its
capacity as Receiver of the undertaking,
property and assets of the Debtors and not in
its personal capacity**

Per:

Name:

Title:

Schedule B – Purchased Property

1. Real Property

157 Saugeen Beach Road, Port Elgin, Ontario, legally described as LT 1 PL 416; SAUGEEN SHORES, being all of PIN 33274-0322 (LT).

2. Chattels

All chattels situate on the Real Property as viewed by the Purchasers on April 23, 2021, save and except for the following, which shall be excluded from the Purchased Property:

- a) 2018 Scarab 255 Impulse, Serial No. PSBSD018F718;
- b) 2018 Karavan 255 Trailer, Serial No. 566S7BY23J2000014;
- c) 2019 Can-AM Outlander XM4KRK 8A50, Serial No. 3JBLWAU40KJ000180;
- d) 2019 Can-AM Outlander XM4KRK 8A50, Serial No. 3JBLWAU48KJ000377;
- e) Garden tools;
- f) Small tools;
- g) Lawnmower;
- h) Battery chargers;
- i) Camping equipment;
- j) Plates, cups, cutlery;
- k) Desk;
- l) Camping chairs, sleeping bags, umbrellas;
- m) Bedding, pillows, blankets;
- n) Towels;
- o) Chairs;
- p) Personal hygiene products;
- q) Kayaks;
- r) Paddle boards;
- s) Life jackets, helmets;
- t) BBQs;
- u) Buffalo head;
- v) Patio chairs;
- w) Ramps;
- x) Ladders;
- y) Propane Tanks;
- z) Small appliances;
- aa) Lamps and furnishings;
- bb) Food and beverages in the fridge;
- cc) Fishing gear;
- dd) Floaties (inflatable kids toys for the lake);
- ee) Carpet;
- ff) First aid equipment;
- gg) Children's toys, sporting equipment; and
- hh) Folding tables.

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

1. Application to Register a Court Order registered on October 23, 2020 as Instrument Number BR161115 in favour of Grant Thornton Limited;
2. Construction Lien registered on November 30, 2020 as instrument number BR162705 by Ace Lawn Care Inc.;
3. Construction Lien registered on December 16, 2020 as instrument number BR163349 by J.B. Construction Inc.;
4. Certificate of Action registered as instrument number BR165907 on February 26, 2021 by Ace Lawn Care Inc.; and
5. Certificate of Action registered as instrument number BR165833 on February 26, 2021 by J.B. Construction Inc.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land, to the extent such reservations, restrictions, rights of way, easements or covenants are preserved by Section 44 of the *Land Titles Act* (Ontario);
2. Any registered agreements with a municipality or a supplier of utility services including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
4. Any minor easements for the supply of utility service to the Real Property or adjacent properties;
5. Encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties, which surveys have been delivered to the Purchasers prior to execution of the Sale Agreement, and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Real Property and survey matters generally;
6. The exceptions and qualifications set forth in the *Land Titles Act* (Ontario); and
7. The reservations contained in the original grant from the Crown.

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC. et al.

Respondents

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

PROCEEDINGS COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Clearflow Commercial

v.

Triller Wholesale Inc. et al

① Motion granted on the terms
of the attached Approval and
Settling Order.

Hainey J.

May 18, 2021

Appendix 17

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

FOURTH REPORT OF THE RECEIVER

June 4, 2021



200 King Street West
11th Floor
Toronto, Ontario, M5H 3T4

TABLE OF CONTENTS

INTRODUCTION	3
DISCLAIMER	5
PURPOSE OF THE FOURTH REPORT	6
BACKGROUND	7
ACTIVITIES OF THE RECEIVER	8
SALE OF SAUGREEN BEACH ROAD	8
SALE OF 652 COLBY DRIVE	8
COURT APPROVAL OF THE SALE OF 652 COLBY DRIVE	10
SALE OF PERSONAL PROPERTY ASSETS	10
THE SCARAB, ATVs AND SEADOOS	11
THE TRAILER	11
THE RANGER ROVER	11
THE JEWELRY	12
PROPOSED INTERIM DISTRIBUTION	12
SECURED CREDITORS	12
PRIORITY CLAIMS	13
RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP	14
CONFIDENTIAL APPENDICES	14
SUMMARY AND RECOMMENDATION	14

INDEX OF APPENDICES

Appendix 1	Interim Receivership Order and Endorsement dated October 13, 2020
Appendix 2	Affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson each sworn October 9, 2020 (without appendices)
Appendix 3	First Report of the Interim Receiver dated October 21, 2020 (without appendices)
Appendix 4	Receivership Order dated October 22, 2020
Appendix 5	First Report of the Receiver dated November 20, 2020 (without appendices)
Appendix 6	Baker Road Approval and Vesting Order and Endorsement of the Honourable Madam Justice Dietrich dated December 1, 2020
Appendix 7	Second Report of the Receiver dated February 12, 2021 (without appendices)
Appendix 8	Supplemental Report to the Second Report of the Receiver dated March 16, 2021 (without appendices)
Appendix 9	Inventory Approval and Vesting Order and Endorsement dated March 17, 2021
Appendix 10	Sea Ray Approval and Vesting Order and Endorsement dated March 17, 2021
Appendix 11	Order for Directions and Endorsement dated March 31, 2021
Appendix 12	Endorsement of the Honourable Madam Justice Dietrich dated April 15, 2021
Appendix 13	Reasons for Decision dated May 26, 2021 of the Honourable Madam Justice Dietrich
Appendix 14	Third Report of the Receiver dated May 10, 2021
Appendix 15	Saugeen Beach Road Approval and Vesting Order dated May 18, 2021
Appendix 16	Fictitious email correspondence and BMO banking documents
Appendix 17	652 Colby Drive Sale Agreement (Redacted)
Appendix 18	Scarab, ATVs and Sea Doos Bill of Sale dated May 11, 2021
Appendix 19	Trailer Appraisal
Appendix 20	Trailer Bill of Sale dated April 23, 2021
Appendix 21	CRA Claim
Appendix 22	Statement of Receipts and Disbursements dated May 31, 2021
Confidential Appendix 1	Summary of Offers Received for 652 Colby Drive

INTRODUCTION

1. Grant Thornton Limited (“**GTL**”) was appointed as Interim Receiver (the “**Interim Receiver**”) of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”) by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 13, 2020 (the “**Interim Receivership Order**”). Copies of the Interim Receivership Order and the Endorsement of the Honourable Madam Justice Gilmore are attached hereto as **Appendix “1”**.
2. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the Interim Receiver, are contained in the affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson, each sworn October 9, 2020 (the “**Clearflow Affidavits**”) in support of Clearflow Commercial Finance Corp.’s (“**Clearflow**”) application for the appointment of the Interim Receiver. A copy of the Clearflow Affidavits without appendices are attached hereto as **Appendix “2”**. Clearflow is the primary secured creditor of the Debtors.
3. The Interim Receiver filed its first report to Court dated October 21, 2020 (the “**Interim Receiver’s Report**”) in support of Clearflow’s application to convert the Interim Receivership Order, to a national receiver, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). A copy of the Interim Receiver’s Report is attached hereto as **Appendix “3”** without appendices.
4. Pursuant to an order of the Honourable Mr. Justice McEwen dated October 22, 2020, GTL was appointed as the Receiver (the “**Receiver**”) over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak, pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “4”**.
5. The Receiver filed its first report to Court dated November 20, 2020 (the “**First Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 43 Baker Road, Port Elgin, Ontario. A copy of

the Receiver's First Report is attached hereto as **Appendix "5"** without appendices.

6. On December 1, 2020, the Court issued an order providing the relief requested by the Receiver in the First Report (the "**Baker Road Approval and Vesting Order**"). A copy of the Baker Road Approval and Vesting Order, along with the Endorsement of Justice Dietrich is attached hereto as **Appendix "6"**.
7. The Receiver filed its second report to Court dated February 12, 2021 (the "**Second Report**") and a supplemental report to the second report dated March 16, 2021 (the "**Supplemental Report**") which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of the Inventory Transaction and the Sea Ray Transaction and requesting directions in respect of the Real Property Assets and Personal Property Assets, all as defined in the Second Report. Copies of the Receiver's Second Report and the Supplemental Report are attached hereto as **Appendices "7"** and **"8"** respectively without appendices.
8. On March 17, 2021, the Court issued approval and vesting orders in respect of the Inventory Transaction (the "**Inventory Sale Approval and Vesting Order**") and the Sea Ray Transaction (the "**Sea Ray Approval and Vesting Order**"). Copies of the Inventory Sale Approval and Vesting Order and the Sea Ray Approval and Vesting Order, along with the Endorsement of Justice Dietrich are attached hereto as **Appendices "9"** and **"10"** respectively.
9. On March 31, 2021, the Court issued an order providing directions to the Receiver in respect of the Personal Property Assets and the Real Property Assets, all as defined in the Second Report (the "**March 31, 2021 Order for Directions**"). A copy of the March 31, 2021 Order for Directions, along with the Endorsement of Justice Dietrich is attached hereto as **Appendix "11"**.
10. Pursuant to an a consent Endorsement dated April 15, 2021, Justice Dietrich ordered the amount of \$3,000 per month, on account of the personal living expenses, shall be paid to each of Mark Gdak ("**Mr. Gdak**") and Jaimee Lynn Gdak ("**Ms. Gdak**"), from the receivership estate, for a total of \$6,000 on a monthly basis, retroactive to the date of the Mareva Order, net of amounts already advanced. A

copy of the April 15, 2021 Endorsement of Justice Dietrich is attached hereto as **Appendix “12”**

11. On May 26, 2021, Justice Dietrich released the Reasons for Decision in respect of the motion brought by Clearfow to enforce the guarantees executed by Mr. Gdak and Ms. Gdak in its favour. The Court issued a judgment declaring that the guarantees executed by each of Mr. Gdak and Ms. Gdak in favour of Clearflow are enforceable. The issue of the quantum of the liability on the guarantees is to be addressed at a case conference at a future date. A copy of the Reasons for Decision dated May 26, 2021 is attached hereto as **Appendix “13”**.
12. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Real Property Assets, all as defined in the Second Report, with the exception of the real property identified municipally as 250 Lions Court, Waterloo, Ontario, are assets of Trigger.
13. The Receiver filed its third report to Court dated May 10, 2021 (the “**Third Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 157 Saugeen Beach Road, Port Elgin, Ontario (the “**Saugeen Beach Road Transaction**”). A copy of the Receiver’s Third Report is attached hereto as **Appendix “14”** without appendices.
14. On May 18, 2021, the Court issued an approval and vesting order in respect of the Saugeen Beach Road Transaction (the “**Saugeen Beach Road Approval and Vesting Order**”). A copy of the Saugeen Beach Road Approval and Vesting Order, along with the Endorsement of Justice Hainey is attached hereto as **Appendix “15”**.
15. In accordance with the Court’s e-service protocol all materials filed with the Court in this matter are available on the Receiver’s case website at www.GrantThornton.ca/TWI.

DISCLAIMER

16. In preparing this fourth report of the Receiver to Court (the “**Fourth Report**”), the Receiver has reviewed certain unaudited financial information and certain financial information relating to the Debtors. While the Receiver has performed a preliminary

review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards (“**GAAS**”) or International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.

17. This Fourth Report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to grant the relief sought by the Receiver. Accordingly, the reader is cautioned that this Fourth Report may not be appropriate for any other purpose.
18. All references to dollar amounts in this Fourth Report are in Canadian currency, unless otherwise noted.

PURPOSE OF THE FOURTH REPORT

19. The purpose of this Fourth Report is to advise the Court on the Receiver’s activities since its appointment and to provide information to the Court pertaining to the Receiver’s request for Orders:
 - a) approving the Fourth Report and the activities of the Receiver described therein;
 - b) approving the 652 Colby Drive sale transaction (the “**652 Colby Drive Transaction**”) contemplated by an agreement of purchase and sale dated May 13, 2021 and accepted as at May 20, 2021 (the “**652 Colby Drive Sale Agreement**”) between Baka Properties Holdings Ltd. (the “**652 Colby Drive Purchaser**”) and the Receiver for the purchase and sale of a property located at 652 Colby Drive, Waterloo, Ontario (“**652 Colby Drive**”);
 - c) authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable for the completion of the 652 Colby Drive Transaction;
 - d) vesting in the 652 Colby Drive Purchaser all of Jaimak’s and the Debtors’ right, title and interest in and to 652 Colby Drive, free and clear of all encumbrances, except certain permitted encumbrances;

- e) approving the Receiver's proposed payment of Canada Revenue Agency (the "**CRA**") source deduction deemed trust claim (described herein)
- f) approving the Receiver's proposed interim distribution to Clearflow;
- g) approving the Receiver's Interim Statement of Receipts and Disbursements as at May 31, 2021 (the "**SRD**"); and
- h) sealing the Confidential Appendices to the Fourth Report until a closing of the 652 Colby Drive Transaction.

BACKGROUND

- 20. The Debtors are incorporated in Ontario and were in the business of importing and distributing firearms and ammunition to customers throughout Canada. The Debtors' customers allegedly included Canadian Tire and Home Hardware, as well as many small gun shops, outdoor stores, police forces and the Canadian military. The registered address for the Debtors is 588 Colby Drive, Suite #1, Waterloo, Ontario (the "**Colby Drive Premises**"). The directors of Trigger are Mr. Gdak, Ms. Gdak and Brian Richard Kelly ("**Brian Kelly**"). Brian Kelly also acted as the Debtors' legal counsel. Brian Kelly resigned as director of the Trigger shortly after the Interim Receiver was appointed.
- 21. Clearflow provided accounts receivable ("**AR**") factoring services to Trigger. As described in the Interim Receiver's Report, the First Report and the Second Report, Trigger did not conduct any business with the customers on the AR listings provided to Clearflow for factoring and all the invoices factored by Clearflow were false. While Trigger represented to Clearflow that its AR totalled \$64,074,258 as at October 13, 2020, the actual AR was \$944,073 and none of the real customer invoices were factored by Clearflow.
- 22. The Second Report the Receiver described how the Personal Property Assets and the Trigger Real Property Assets, all as defined in the Second Report, were all purchased with Trigger funds, which were obtained from Clearflow. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Trigger Real Property Assets are property of Trigger.

ACTIVITIES OF THE RECEIVER

23. The Second Report the Receiver described that Mr. Gdak created fictitious email addresses in order to impersonate Canadian Tire and Home Hardware employees for the apparent purpose of providing false information to Clearflow with respect to Trigger's business operations.
24. The Second Report also details how Mr. Gdak created fictitious email correspondence between himself and representatives of Clearflow for the apparent purpose of providing false information to Bank of Montreal ("**BMO**") with respect to Trigger's operational dealings with Clearflow.
25. The Receiver has now learned that Mr. Gdak also prepared fictitious documentation which Mr. Gdak provided to Clearflow for the apparent purpose of seeking to convince Clearflow that Trigger was holding millions of dollars in a reserve account at BMO. Copies of the emails and BMO banking documents are attached hereto as **Appendix "16"**.
26. The Receiver has presented these documents to BMO, who advised the Receiver that same are forged and that the bank accounts referenced in the documents have never existed.

SALE OF SAUGEEN BEACH ROAD

27. The Third Report the Receiver described the marketing and sale process in respect of the Saugeen Beach Road Transaction. Subsequently, the Court issued an approval and vesting order in respect of the Saugeen Beach Road Transaction.
28. The Saugeen Beach Road Transaction is scheduled to close on June 10, 2021.

SALE OF 652 COLBY DRIVE

29. The Trigger Real Property includes 652 Colby Drive. In the Second Report, the Receiver detailed listing proposals obtained from several realtors for the sale of 652 Colby Drive and the Receiver's recommendation that Colliers International ("**Colliers**") be engaged to market 652 Colby Drive for sale.

30. The Court approved the Receiver's listing recommendation in the March 31, 2021 Order for Directions. Therefore, the Receiver engaged Colliers to list 652 Colby Drive for sale.
31. In order to encourage offers and to effectively canvass the market, Colliers, together with guidance from the Receiver:
 - a) created a brochure containing key information on 652 Colby Drive;
 - b) installed signage on-site at 652 Colby Drive;
 - c) created a dedicated website, detailing the purchase opportunity, which included, among other things, property information, and photographs; and
 - d) posted the listing on MLS, Realtor.ca, and other shared advertising websites.
32. The Receiver provided Colliers with a form of an Agreement of Purchase and Sale that the Receiver recommended interested parties use to submit their offers.
33. Colliers received 21 inquiries about 652 Colby Drive and completed 14 physical showings.
34. The Receiver corresponded with Colliers on a frequent basis to discuss the sale process, marketing efforts, interested parties, sales strategies, and eventually, the submitted offers.
35. After numerous showings and twenty-seven (27) days on the market, a bid submission deadline was set for May 11, 2021. Five offers were received by the bid submission deadline. A summary of the five offers received is attached in **Confidential Appendix "1"**.
36. The Receiver identified the offer from the 652 Colby Drive Purchaser as the best and highest offer. Between May 11, 2021 and May 20, 2021, the Receiver entered into negotiations with the 652 Colby Drive Purchaser, which culminated in the completion of the 652 Colby Drive Sale Agreement. A copy of the 652 Colby Drive Sale Agreement, which is redacted to remove the selling price is attached hereto as **Appendix "17"**. A full copy of the 652 Colby Drive Sale Agreement is attached hereto as **Confidential Appendix "2"**.
37. The 652 Colby Drive Sale Agreement is conditional upon the Receiver obtaining an Approval and Vesting Order from the Court.

38. Closing of the 652 Colby Drive Sale Transaction is scheduled for 10 days following the Court issuing an Approval and Vesting Order.

Court Approval of the Sale of 652 Colby Drive

39. The Receiver conducted an extensive marketing process, which widely exposed 652 Colby Drive to the market.
40. In light of the sale process conducted by the Receiver, the opinion of value received by the Receiver and the offers that were received for 652 Colby Drive, the Receiver is of the opinion that the 652 Colby Drive Sale Transaction represents the highest and best price that can be obtained for 652 Colby Drive.
41. The Receiver's sale process was fair and reasonable. The Receiver made sufficient effort to obtain the best price and has not acted improvidently. The 652 Colby Drive Sale Transaction is supported by Clearflow.
42. Accordingly, the Receiver respectfully requests that the Court approve the 652 Colby Drive Sale Transaction, grant the Approval and Vesting Order and authorize the Receiver to take all steps necessary to complete the 652 Colby Drive Sale Transaction.

SALE OF PERSONAL PROPERTY ASSETS

43. The March 31, 2021 Order for Directions declared that the Personal Property Assets (as defined in the Second Report) are property of Trigger. The Personal Property Assets include the following assets, all as defined in the Second Report:
- a) The Scarab;
 - b) The ATVs;
 - c) The SeaDoos;
 - d) The Trailer;
 - e) The Range Rover;
 - f) Rolex Watch Diamond Dial Watch;
 - g) Breitling Watch;
 - h) Omega Watch;
 - i) Ladies 18 Karat Paladium Diamond Necklace; and
 - j) Rolex Datejust Diamond Dial Watch.

The Scarab, ATVs and SeaDoos

44. In the Second Report, the Receiver detailed that Trigger funds totalling \$141,398.98, plus HST, were used to purchase these assets as follows:

a) The Scarab	\$ 82,500.00
b) The ATVs	\$ 28,316.00
c) The SeaDoos	<u>\$ 30,582.98</u>
TOTAL	\$141,398.98

45. The Receiver received two offers to purchase all of these assets as follows:

a) Team Vincent	\$124,465.00
b) Scott Boldt	\$125,000.00

The Receiver negotiated with both interested purchasers, which resulted in the Receiver concluding the sale of these assets to Scott Boldt for \$145,000.00, plus HST, which is slightly greater than the original price paid by Trigger for these assets. As the purchase price for these assets was less than the monetary limit provided for at paragraph 5(k) of the Receivership Order, Court approval was not required in respect of same. A copy of the bill of sale is attached hereto as **Appendix “18”**.

46. The Receiver also arranged to pay storage fees owing to Team Vincent in the amount of \$1,784.50 for the SeaDoos.

The Trailer

47. The Receiver obtained an appraisal of the Trailer from Platinum Asset Appraisals which valued the Trailer at between \$5,000 and \$6,500. The Receiver sold the Trailer for \$6,500 plus HST. As the purchase price for the Trailer was less than the monetary limit provided for at paragraph 5(k) of the Receivership Order, Court approval was not required in respect of same. Copies of the Trailer Appraisal and the Trailer Bill of Sale are attached hereto as **Appendix “19”** and **“20”** respectively.

The Ranger Rover

48. Ms. Gdak requested that the Receiver permit her to retain the Range Rover until May 31, 2021 to allow her sufficient time to find alternative transportation. The Receiver agreed to Ms. Gdak's request. On May 31, 2021, Ms. Gdak arranged for the Range Rover to be delivered to the Receiver.

49. The Receiver is in the process of having the Range Rover appraised and arranging for its sale.

The Jewelry

50. The Receiver obtained possession of the following jewelry from Mr. Gdak, Ms. Gdak and Mr. Searles:
- a) Rolex Oyster Perpetual Datejust Two Tone Diamond Dial watch;
 - b) Breitling watch;
 - c) Omega watch;
 - d) Ladies gold and diamond necklace;
 - e) Ladies 18 karat Paladium and Diamond necklace; and
 - f) Ladies Rolex Oyster Perpetual Datejust Diamond Dial white gold watch.
51. The Receiver obtained a market value appraisal of the watches from Canadian Insurance Jewelry Appraisals and thereafter engaged Joel Spillman, a watch broker, to list the watches for sale on various watch resale websites.
52. The Ladies Rolex Oyster Perpetual Datejust Diamond Dial white gold watch was appraised at \$28,000 inclusive of HST. Mr. Spillman arranged to sell the watch for \$30,000 inclusive of HST. The Receiver paid Mr. Spillman a 15% selling commission on the sale.
53. The Receiver continues its attempts to sell the remaining jewelry.

PROPOSED INTERIM DISTRIBUTION

Secured Creditors

54. Based on a review of registrations made under the *Personal Property Security Act* (Ontario), as of November 2, 2020, the following parties have registered financing statements against Trigger's personal property:
- a) Clearflow, with a Master Purchase and Sale Agreement and General Security Agreement against Trigger's personal property ("**Clearflow Security**");
 - b) De Lage Landen Financial Services Canada Inc. ("**De Lage Landen**"), with a specific security interest over one (1) Konica Accuriopress Printer together with all parts and accessories ("**De Lage Security**");
 - c) Ford Credit Canada Company ("**Ford Credit**"), with a specific security interest over a 2018 Ford F150 VIN: 1FTFW1E13JFD46719 and a 2017 Ford F150 VIN: 1FTEW1EF6HFC54487 ("**Ford Security**");

- d) Mark Gdak, with a General Security Agreement against Trigger's personal property, subordinate to the Clearflow Security; and
 - e) The En Candre Group Inc., with a General Security Agreement against Trigger's personal property, subordinate to the Clearflow Security.
55. The Receiver's independent legal counsel, Borden Ladner Gervais LLP ("**Receiver's Counsel**") conducted a review of the Clearflow Security to confirm whether it was properly perfected and enforceable as against a trustee in bankruptcy.
56. Receiver's Counsel has issued a security opinion in respect of Clearflow's security interest over Trigger's personal property other than the Personal Property Assets (as defined in the Second Report), such personal property consisting of inventory and accounts receivable, dated May 21, 2021 (the "**Inventory and AR Security Opinion**"). The Inventory and AR Security Opinion states that, subject to customary caveats and qualifications, Clearflow's security interest over such personal property is valid and enforceable.
57. In reviewing the De Lage Security, the Receiver noted that the security was registered for certain leased equipment and that there did not appear to be any equity in the leased equipment. The Receiver subsequently disclaimed its interest in the subject leased equipment on December 14, 2020 and the leased equipment has since been repossessed by De Lage Landen.
58. In reviewing the Ford Security, the Receiver noted that the security was registered against specific leased vehicles, which appeared to have significant equity. The Receiver subsequently authorized Ford Credit to repossess the leased vehicles, provided that any equity resulting from the sale of the vehicles was paid to the Receiver. Ford Credit has subsequently repossessed the vehicles and has paid equity resulting from their sale in the amount of \$54,899.75 to the Receiver.

Priority Claims

59. The Canada Revenue Agency ("**CRA**") finalized its trust examination of Trigger's source deductions which resulted in CRA filing a proof of claim dated March 21, 2021 in the amount of \$456,633.56 of which \$394,582.82 is claimed in priority to all other secured claims (the "**CRA Priority Claim**"), with the remaining \$62,050.74 being unsecured. A copy of the claim is attached hereto as **Appendix "21"**.

RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP

- 60. The Receiver proposes to pay the CRA Priority Claim.
- 61. The Receiver further proposes to make an interim distribution to Clearflow in the amount of \$1,000,000 from the Receiver's realization from Trigger's inventory and accounts receivable.
- 62. The Receiver's interim statement of receipts and disbursements as at May 31, 2021 (the "SRD"), including the proposed distributions is attached hereto as **Appendix "22"**.

CONFIDENTIAL APPENDICES

- 63. The Receiver believes that Confidential Appendices "1" and "2" should remain sealed until the 652 Colby Drive Sale Transaction has closed, as the information contained therein is commercially sensitive and could prejudice the 652 Colby Drive Sale Transaction. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver, which may impact the price that interested purchasers are willing to offer for 652 Colby Drive Sale Transaction not close.
- 64. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendices "1" and "2" are sealed in this manner.

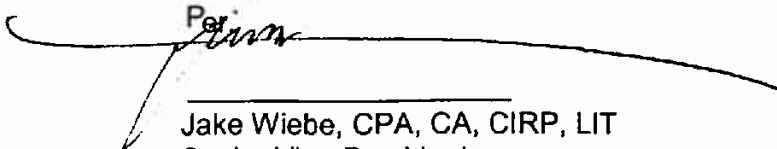
SUMMARY AND RECOMMENDATION

- 65. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the relief sought, as detailed in paragraph 19 of this Fourth Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

In its capacity as Court Appointed Interim Receiver and Receiver of Trigger Wholesale, Inc. The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. and Jaimee Gdak

Per 

Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice-President

CLEARFLOW COMMERCIAL and
FINANCE CORP.

TRIGGER WHOLESale, INC., THE
EN CADRE GROUP INC., MARK
GDAK, JAIMEE LYNN GDAK and
JAIMAK REAL PROPERTIES INC.

Applicant

Respondents

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

**FOURTH REPORT OF THE RECEIVER,
GRANT THORNTON LIMITED**

BORDEN LADNER GERVAIS LLP
Barristers and Solicitors
East Tower, Bay Adelaide Centre
22 Adelaide St West #3400
Toronto, ON M5H 4E3

Roger Jaipargas
Tel: (416) 367-6266
Email: rjaipargas@blg.com
(LSO #43275C)

Lawyers for Grant Thornton Limited

Appendix 18

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

THE HONOURABLE	)	MONDAY, THE 14th
	)	
MR. JUSTICE CAVANAGH	)	DAY OF JUNE, 2021

B E T W E E N:



CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") and for certain real property owned by each of Jaimak Real Properties Inc. ("**Jaimak**") or Jaimee Lynn Gdak, for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated May 13, 2021 and accepted on May 20, 2021 (the "**Sale Agreement**") between the Receiver and Baka Properties Holdings Ltd. (the "**Purchaser**") for the purchase and sale of a

property located at 652 Colby Drive, Waterloo, Ontario (the "**Purchased Property**") and appended to the fourth report of the Receiver dated June 4, 2021 (the "**Fourth Report**"), and vesting in the Purchaser the Debtors' and Jaimak's right, title and interest in and to the Purchased Property, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the Fourth Report and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp., counsel for the Purchaser and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Mariela Adriana Gasparini sworn June 4, 2021 filed:

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

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' and Jaimak's right, title and interest in and to the Purchased Property described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Gilmore dated October 13, 2020; (ii) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated October 22, 2020; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iv) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term

shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Property are hereby expunged and discharged as against the Purchased Property.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for Land Titles Division of Waterloo (LRO#58) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

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

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

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

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

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

7. **THIS COURT ORDERS** that the Fourth Report of the Receiver and the activities of the Receiver, as described in the Fourth Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

8. **THIS COURT ORDERS** that the interim statement of receipts and disbursements as at May 31, 2021, be and is hereby approved.

9. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to make a distribution to Canada Revenue Agency in the amount of \$394,582.82.

10. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to make a distribution to Clearflow Commercial Finance Corp. in the amount of \$1,000,000.

11. **THIS COURT ORDERS** that Confidential Appendices “1” and “2” to the Fourth Report be and are hereby sealed until the closing of the Transaction.

12. **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.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20–00649154–00CL

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated October 13, 2020, Grant Thornton Limited ("**GTL**") was appointed as the interim receiver of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Honourable Mr. Justice McEwen of the Court dated October 22, 2020, GTL was appointed as the receiver (the "**Receiver**") of the undertaking, property and

assets of the Debtors and certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak.

C. Pursuant to an Order of the Court dated June 14, 2021, the Court approved the agreement of purchase and sale dated May 13, 2021 and accepted on May 20, 2021 (the "**Sale Agreement**") between the Receiver and Baka Properties Holdings Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtors' and Jaimak's right, title and interest in and to the property located at 652 Colby Drive, Waterloo, Ontario (the "**Purchased Property**"), which vesting is to be effective with respect to the Purchased Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Property; (ii) that the conditions to Closing as set out in section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**GRANT THORNTON LIMITED, in its
capacity as Receiver of the undertaking,
property and assets of the Debtors and not in
its personal capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Property

1. Real Property

652 Colby Drive, Waterloo, Ontario, legally described as LT 66 PL 1405; CITY OF WATERLOO, being all of PIN 22281-0110 (LT); and

2. Chattels

All chattels situate on the Real Property as of May 13, 2021 which the Receiver has the authority to sell.

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

1. Application to Register a Court Order registered on October 23, 2020 as Instrument Number WR1292381 in favour of ClearFlow Commercial Finance Corp.;
2. Construction Lien registered on November 12, 2020 as Instrument Number WR1297107 by J.B. Construction Inc.;
3. Construction Lien registered on November 30, 2020 as Instrument Number WR1301363 by Ace Lawn Care Inc.;
4. Certificate of Action registered on February 26, 2021 as Instrument Number WR1321471 by Ace Lawn Care Inc.; and
5. Certificate of Action registered on March 4, 2021 as Instrument Number WR1322731 by J.B. Construction Inc.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land, to the extent such reservations, restrictions, rights of way, easements or covenants are preserved by Section 44 of the *Land Titles Act* (Ontario);
2. Any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
4. Any minor easements for the supply of utility service to the Real Property or adjacent properties;
5. Encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties, which surveys have been delivered to the Purchaser prior to execution of the Sale Agreement, and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Real Property and survey matters generally;
6. The exceptions and qualifications set forth in the *Land Titles Act* (Ontario);
7. The reservations contained in the original grant from the Crown; and
8. APL (General) from Olympia Cabinets K-W Ltd. to 393934 Ontario Ltd. registered as instrument number LT118792 on June 9, 2003.

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC. et al.

Respondents

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

PROCEEDINGS COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C
Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Appendix 19

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

FIFTH REPORT OF THE RECEIVER

August 12, 2021



200 King Street West
11th Floor
Toronto, Ontario, M5H 3T4

TABLE OF CONTENTS

INTRODUCTION	3
DISCLAIMER	6
PURPOSE OF THE FIFTH REPORT	6
BACKGROUND	8
GDAK ELECTRONIC RECORDS	8
SALE OF 652 COLBY DRIVE	9
SALE OF OLD POST ROAD	9
COURT APPROVAL OF THE SALE OF 265 OLD POST ROAD	11
SALE OF PERSONAL PROPERTY ASSETS	12
THE RANGE ROVER	12
THE JEWELRY	12
PROPOSED INTERIM DISTRIBUTION	13
SECURED CREDITORS	13
SECURITY OPINION	14
<i>Inventory and Accounts Receivable</i>	14
<i>Personal Property Assets</i>	14
<i>Real Property Assets</i>	14
APPROVAL OF PROFESSIONAL FEES	16
RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP	16
PROPOSED DISTRIBUTION	16
CONFIDENTIAL APPENDICES	17
SUMMARY AND RECOMMENDATION	17

INDEX OF APPENDICES

Appendix 1	Interim Receivership Order and Endorsement dated October 13, 2020
Appendix 2	Affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson each sworn October 9, 2020 (without appendices)
Appendix 3	First Report of the Interim Receiver dated October 21, 2020 (without appendices)
Appendix 4	Receivership Order dated October 22, 2020
Appendix 5	First Report of the Receiver dated November 20, 2020 (without appendices)
Appendix 6	Baker Road Approval and Vesting Order and Endorsement of the Honourable Madam Justice Dietrich dated December 1, 2020
Appendix 7	Second Report of the Receiver dated February 12, 2021 (without appendices)
Appendix 8	Supplemental Report to the Second Report of the Receiver dated March 16, 2021 (without appendices)
Appendix 9	Inventory Approval and Vesting Order and Endorsement dated March 17, 2021
Appendix 10	Sea Ray Approval and Vesting Order and Endorsement dated March 17, 2021
Appendix 11	Order for Directions and Endorsement dated March 31, 2021
Appendix 12	Endorsement of the Honourable Madam Justice Dietrich dated April 15, 2021
Appendix 13	Reasons for Decision dated May 26, 2021 of the Honourable Madam Justice Dietrich
Appendix 14	Judgment dated May 26, 2021 of the Honourable Madam Justice Dietrich
Appendix 15	Third Report of the Receiver dated May 10, 2021 (without appendices)
Appendix 16	Saugeen Beach Road Approval and Vesting Order dated May 18, 2021
Appendix 17	Fourth Report of the Receiver dated June 4, 2021 (without appendices)
Appendix 18	652 Colby Drive Approval and Vesting Order and Distribution Order dated June 14, 2021
Appendix 19	265 Old Post Road Sale Agreement (Redacted)
Appendix 20	265 Old Post Road Notice of Fulfillment
Appendix 21	Real Property Opinion dated June 30, 2021
Appendix 22	Fee Affidavit of Jacob Wiebe sworn August 12, 2021
Appendix 23	Fee Affidavit of Christine Mason sworn August 6, 2021
Appendix 24	Statement of Receipts and Disbursements as at July 31, 2021
Confidential Appendix 1	Summary of Offers and Appraisal
Confidential Appendix 2	265 Old Post Road Sale Agreement
Confidential Appendix 3	Summary of Real Property Realizations and Liens

INTRODUCTION

1. Grant Thornton Limited (“**GTL**”) was appointed as Interim Receiver (the “**Interim Receiver**”) of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”) by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 13, 2020 (the “**Interim Receivership Order**”). Copies of the Interim Receivership Order and the Endorsement of the Honourable Madam Justice Gilmore are attached hereto as **Appendix “1”**.
2. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the Interim Receiver, are contained in the affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson, each sworn October 9, 2020 (the “**Clearflow Affidavits**”) in support of Clearflow Commercial Finance Corp.’s (“**Clearflow**”) application for the appointment of the Interim Receiver. A copy of the Clearflow Affidavits without appendices are attached hereto as **Appendix “2”**. Clearflow is the primary secured creditor of the Debtors.
3. The Interim Receiver filed its first report to Court dated October 21, 2020 (the “**Interim Receiver’s Report**”) in support of Clearflow’s application to convert the Interim Receivership Order, to a national receiver, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). A copy of the Interim Receiver’s Report is attached hereto as **Appendix “3”** without appendices.
4. Pursuant to an order of the Honourable Mr. Justice McEwen dated October 22, 2020, GTL was appointed as the Receiver (the “**Receiver**”) over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak, pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “4”**.
5. The Receiver filed its first report to Court dated November 20, 2020 (the “**First Report**”) which, amongst other things, requested an order authorizing and directing

the Receiver to complete the sale of 43 Baker Road, Port Elgin, Ontario. A copy of the First Report is attached hereto as **Appendix “5”** without appendices.

6. On December 1, 2020, the Court issued an order providing the relief requested by the Receiver in the First Report (the “**Baker Road Approval and Vesting Order**”). A copy of the Baker Road Approval and Vesting Order, along with the Endorsement of Justice Dietrich is attached hereto as **Appendix “6”**.
7. The Receiver filed its second report to Court dated February 12, 2021 (the “**Second Report**”) and a supplemental report to the second report dated March 16, 2021 (the “**Supplemental Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of the Inventory Transaction and the Sea Ray Transaction and requesting directions in respect of the Real Property Assets and Personal Property Assets, all as defined in the Second Report. Copies of the Second Report and the Supplemental Report are attached hereto as **Appendices “7”** and “**8**” respectively, without appendices.
8. On March 17, 2021, the Court issued approval and vesting orders in respect of the Inventory Transaction (the “**Inventory Sale Approval and Vesting Order**”) and the Sea Ray Transaction (the “**Sea Ray Approval and Vesting Order**”). Copies of the Inventory Sale Approval and Vesting Order and the Sea Ray Approval and Vesting Order, along with the Endorsement of Justice Dietrich are attached hereto as **Appendices “9”** and “**10**” respectively.
9. On March 31, 2021, the Court issued an order providing directions to the Receiver in respect of the Personal Property Assets and the Real Property Assets, all as defined in the Second Report (the “**March 31, 2021 Order for Directions**”). A copy of the March 31, 2021 Order for Directions, along with the Endorsement of Justice Dietrich is attached hereto as **Appendix “11”**.
10. Pursuant to an a consent Endorsement dated April 15, 2021, Justice Dietrich ordered the amount of \$3,000 per month, on account of the personal living expenses, shall be paid to each of Mark Gdak (“**Mr. Gdak**”) and Jaimee Lynn Gdak (“**Ms. Gdak**”), from the receivership estate, for a total of \$6,000 on a monthly basis, retroactive to the date of the Mareva Order, net of amounts already advanced. A copy of the April 15, 2021 Endorsement of Justice Dietrich is attached hereto as **Appendix “12”**.

11. On May 26, 2021, Justice Dietrich released the Reasons for Decision in respect of the motion brought by Clearflow to enforce the guarantees executed by Mr. Gdak and Ms. Gdak in its favour. The Court issued a Judgment on May 26, 2021 (the “**Judgment**”) declaring that the guarantees executed by each of Mr. Gdak and Ms. Gdak in favour of Clearflow are enforceable. The issue of the quantum of the liability on the guarantees is to be addressed at a case conference at a future date. Ms. Gdak has appealed the Judgment to the Court of Appeal for Ontario, while Mr. Gdak has not taken steps to pursue an appeal of the Judgment. Copies of the Reasons for Decision dated May 26, 2021 and the Judgment dated May 26, 2021 are attached hereto as **Appendices “13”** and **“14”** respectively.
12. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Real Property Assets, all as defined in the Second Report, with the exception of the real property identified municipally as 250 Lions Court, Waterloo, Ontario, are assets of Trigger.
13. The Receiver filed its third report to Court dated May 10, 2021 (the “**Third Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 157 Saugeen Beach Road, Port Elgin, Ontario (the “**Saugeen Beach Road Transaction**”). A copy of the Third Report is attached hereto as **Appendix “15”** without appendices.
14. On May 18, 2021, the Court issued an approval and vesting order in respect of the Saugeen Beach Road Transaction (the “**Saugeen Beach Road Approval and Vesting Order**”). A copy of the Saugeen Beach Road Approval and Vesting Order, along with the Endorsement of Justice Hainey is attached hereto as **Appendix “16”**.
15. The Receiver issued its fourth report to Court dated June 4, 2021 (the “**Fourth Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 652 Colby Drive, Waterloo, Ontario (the “**652 Colby Drive Transaction**”). A copy of the Fourth Report is attached hereto as **Appendix “17”** without appendices.
16. On June 14, 2021, the Court issued an approval and vesting order in respect of the 652 Colby Drive Transaction and an order authorizing the Receiver to distribute the proceeds of realization from the Inventory and Accounts Receivable, as defined in

the Second Report, (the “**Colby Drive Approval and Vesting Order and Initial Distribution Order**”). Copies of the Colby Drive Approval and Vesting Order and Initial Distribution Order, along with the Endorsement of Justice Cavanagh, are attached hereto as **Appendix “18”**.

17. In accordance with the Court’s e-service protocol all materials filed with the Court in this matter are available on the Receiver’s case website at www.GrantThornton.ca/TWI.

DISCLAIMER

18. In preparing this fifth report of the Receiver to Court (the “**Fifth Report**”), the Receiver has reviewed certain unaudited financial information and certain financial information relating to the Debtors. While the Receiver has performed a preliminary review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards (“**GAAS**”) or International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.
19. This Fifth Report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to grant the relief sought by the Receiver. Accordingly, the reader is cautioned that this Fifth Report may not be appropriate for any other purpose.
20. All references to dollar amounts in this Fifth Report are in Canadian currency, unless otherwise noted.

PURPOSE OF THE FIFTH REPORT

21. The purpose of this Fifth Report is to advise the Court on the Receiver’s activities since the date of the Fourth Report and to provide information to the Court pertaining to the Receiver’s request for Orders:
 - a) approving the Fifth Report and the activities of the Receiver described therein;

- b) approving the Receiver's proposed sale of 265 Old Post Road (the "**Old Post Road Transaction**") contemplated by an agreement of purchase and sale dated June 29, 2021 and accepted as at June 30, 2021 (the "**Old Post Road Sale Agreement**") between Maria Elana Andrusiak Morland and Paul Arthur Alain Lemieux (collectively, the "**Old Post Road Purchasers**") and the Receiver for the purchase and sale of a property located at 265 Old Post Road, Waterloo, Ontario ("**Old Post Road**");
- c) authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable for the completion of the Old Post Road Transaction;
- d) vesting in the Old Post Road Purchasers all of the Receiver's and Ms. Gdak's right, title and interest in and to Old Post Road, free and clear of all encumbrances, except certain permitted encumbrances;
- e) approving a distribution to Clearflow in the amount of \$5,300,000 from the proceeds of the Trigger Real Property, as defined in the Second Report;
- f) approving a distribution to Waterloo North Condominium Corporation No. 9 in the amount of \$3,467 from the proceeds arising from the Old Post Road Transaction;
- g) authorizing and directing the Receiver and any third party in possession or control of any information obtained from the computers or cell phones for each of Mark Gdak and J. Gdak (the "**Information**") to provide the Information, or access to the Information, to Clearflow;
- h) approving the Receiver's Interim Statement of Receipts and Disbursements as at July 31, 2021 (the "**SRD**");
- i) approving the fees and disbursements of the Receiver for the period May 1, 2021 to July 31, 2021, as set out in the affidavit of Jacob Wiebe, sworn August 12, 2021;
- j) approving the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver for the period May 1, 2021 to July 31, 2021, as set out in the affidavit of Christine Mason, sworn August 6, 2021;
- k) sealing the Confidential Appendices to the Fifth Report until a closing of the Old Post Road Transaction.

BACKGROUND

22. The Debtors are incorporated in Ontario and were in the business of importing and distributing firearms and ammunition to customers throughout Canada. The Debtors' customers allegedly included Canadian Tire and Home Hardware, as well as many small gun shops, outdoor stores, police forces and the Canadian military. The registered address for the Debtors is 588 Colby Drive, Suite #1, Waterloo, Ontario (the "**Colby Drive Premises**"). The directors of Trigger are Mr. Gdak, Ms. Gdak and Brian Richard Kelly ("**Brian Kelly**"). Brian Kelly also acted as the Debtors' legal counsel. Brian Kelly resigned as director of the Trigger shortly after the Interim Receiver was appointed.
23. Clearflow provided accounts receivable ("**AR**") factoring services to Trigger. As described in the Interim Receiver's Report, the First Report and the Second Report, Trigger did not conduct any business with the customers on the AR listings provided to Clearflow for factoring and all the invoices factored by Clearflow were false. While Trigger represented to Clearflow that its AR totalled \$64,074,258 as at October 13, 2020, the actual AR was \$944,073 and none of the real customer invoices were factored by Clearflow.
24. In the Second Report the Receiver described how the Personal Property Assets and the Real Property Assets, all as defined in the Second Report, were all purchased with Trigger funds, which were obtained from Clearflow. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Trigger Real Property are property of Trigger.

GDAK ELECTRONIC RECORDS

25. Upon taking possession of the Trigger premises the Receiver noticed computer wires and accessories at the desks of Mr. and Ms. Gdak, however the computers were missing.
26. The Receiver demanded that Mr. and Ms. Gdak turn over these computers to the Receiver. Counsel for Mr. and Ms. Gdak refused to turn over the computers on the basis that they may contain privileged communications.
27. The Receiver and counsel for each of Mr. Gdak and Ms. Gdak agreed that counsel for Mr. Gdak and Ms. Gdak would engage a forensic expert to copy the data on Mr.

Gdak and Ms. Gdak's computers and cell phones, review and redact any communications they considered privileged, and provide the remaining data to the Receiver.

28. The Receiver followed up numerous times and the data was finally provided to the Receiver by counsel for each of Mr. Gdak and Ms. Gdak.
29. Clearflow has requested that the Receiver provide it with access to the Information. The Receiver believes that Clearflow is entitled to review the Information. The Receiver understands that counsel for each of Mr. Gdak and Ms. Gdak do not oppose Clearflow gaining access to the Information. While counsel for Mr. Gdak and Ms. Gdak have not opposed the Receiver providing the Information to Clearflow, they have also not provided their consent.
30. The Receiver therefore requests that the Court authorize and direct the Receiver and any third party in possession or control of any Information obtained from the computers or cell phones for each of Mr. Gdak and Ms. Gdak, to provide the Information, or access to the Information, to Clearflow.

SALE OF 652 COLBY DRIVE

31. Subsequent to the Court issuing the Colby Drive Approval and Vesting Order the Receiver made arrangements to complete the sale of 652 Colby Drive. The 652 Colby Drive Transaction closed on June 28, 2021.

SALE OF OLD POST ROAD

32. In the Second Report, the Receiver detailed how Ms. Gdak was the registered owner of Old Post Road and that payment to purchase the property was made entirely by Trigger, with funds it obtained from Clearflow.
33. The March 31, 2021 Order for Directions subsequently declared Trigger to be the owner of Old Post Road.
34. In the Second Report, the Receiver reported that Old Post Road was occupied by Ms. Gdak's parents, William and Kathryn Clayton (the "**Claytons**"), pursuant to the Clayton License Agreement, as defined in the Second Report. The Second Report also stated that the Receiver had received a copy of an email from William Clayton

to Mr. Gdak, advising that the Claytons intended to vacate Old Post Road by July 31, 2021.

35. In the Second Report the Receiver detailed listing proposals obtained from several realtors for the sale of Old Post Road and the Receiver's recommendation that RE/Max Twin City Realty Inc. ("**RE/Max**") be engaged to market Old Post Road for sale.
36. The Court approved the Receiver's listing recommendation in the March 31, 2021 Order for Directions. The Receiver intended to wait to list Old Post Road for sale until the Claytons had vacated the property, however, on May 27, 2021 the Receiver received an email from William Clayton requesting that the Receiver allow the Claytons to remain at Old Post Road until August 31, 2021. The Receiver agreed to this request on the basis that the Claytons would provide full cooperation with the Receiver listing Old Post Road for sale and with any attendances required by RE/Max to show the property to interested purchasers. The Claytons agreed to the Receiver's terms of the extension.
37. The Receiver thereafter engaged RE/Max to list Old Post Road for sale.
38. In order to encourage offers and to effectively canvass the market, RE/Max, together with guidance from the Receiver, took the following steps:
 - a) created a brochure containing key information on Old Post Road;
 - b) created a dedicated website, detailing the purchase opportunity, which included, among other things, property information and photographs; and
 - c) posted the listing on MLS, Realtor.ca and other shared advertising websites.
39. The Receiver provided RE/Max with a form of an Agreement of Purchase and Sale that the Receiver recommended interested parties use to submit their offers.
40. The Old Post Road listing received 355 unique viewings online and 8 physical showings were completed by RE/Max.
41. The Receiver corresponded with RE/Max on a frequent basis to discuss the sale process, marketing efforts, interested parties, sales strategies, and eventually, the submitted offer.
42. After seven (7) days of "coming soon" advertising, 8 showings and seven (7) days on the market, a bid submission deadline was set for June 29, 2021. One offer

was received by the bid submission deadline. RE/Max inquired with all the other parties that attended the property for a viewing and determined that no other offers would be submitted in the near future by these parties.

43. Between June 29, 2021 and June 30, 2021, the Receiver entered into negotiations with the Old Post Road Purchasers, which culminated in the completion of the Old Post Road Sale Agreement. A summary of the offers received, and the appraised value of Old Post Road is attached in **Confidential Appendix “1”**. A copy of the Old Post Road Sale Agreement, which is redacted to remove the selling price, is attached hereto as **Appendix “19”**. A full copy of the Old Post Road Sale Agreement is attached hereto as **Confidential Appendix “2”**.
44. The Old Post Road Sale Agreement was conditional upon the Old Post Road Purchasers arranging for financing by way of a new first charge/mortgage, which condition was subsequently satisfied. Attached hereto as **Appendix “20”** is a copy of the Notice of Fulfillment.
45. The Old Post Road Sale Agreement was also conditional upon the Receiver obtaining an Approval and Vesting Order from the Court. Closing of the Old Post Road Transaction is scheduled for the later of September 2, 2021 or 10 days following the Court issuing an Approval and Vesting Order, but no later than September 30, 2021.

Court Approval of the Sale of 265 Old Post Road

46. The Receiver conducted an extensive marketing process, which widely exposed Old Post Road to the market.
47. In light of the sale process conducted by the Receiver, the opinion of value received by the Receiver and the offer that was received for Old Post Road, the Receiver is of the opinion that the Old Post Road Transaction represents the highest and best price that can be obtained for Old Post Road.
48. The Receiver’s sale process was fair and reasonable. The Receiver made sufficient effort to obtain the best price and has not acted improvidently. The Old Post Road Transaction is supported by Clearflow.

49. Accordingly, the Receiver respectfully requests that the Court approve the Old Post Road Transaction, grant the Approval and Vesting Order and authorize the Receiver to take all steps necessary to complete the Old Post Road Transaction.

SALE OF PERSONAL PROPERTY ASSETS

50. The March 31, 2021 Order for Directions declared that the Personal Property Assets (as defined in the Second Report) are property of Trigger. The Personal Property Assets include the following assets, all as defined in the Second Report:

- a) The Scarab;
- b) The Sea Ray;
- c) The ATVs;
- d) The Sea Doos;
- e) The Trailer;
- f) The Range Rover;
- g) Rolex Watch Diamond Dial Watch;
- h) Breitling Watch;
- i) Omega Watch;
- j) Ladies 18 Karat Paladium Diamond Necklace; and
- k) Rolex Datejust Diamond Dial Watch.

51. As described in the Fourth Report, collection and monetization efforts of the Personal Property Assets have been ongoing. To date, the Receiver has been able to monetize the Scarab, the Sea Ray, the ATVs, the Sea Doos, the Trailer, the Ladies Rolex Oyster Perpetual Datejust Diamond Dial white gold watch, the Omega Watch and the Breitling Watch.

The Range Rover

52. As described in the Fourth Report, the Receiver is in possession of the Range Rover. The Receiver has engaged Manheim Auctions Inc., to complete the sale of the Range Rover and will report to the Court once a sale is complete.

The Jewelry

53. As reported in the Fourth Report and in this Fifth Report, the Receiver completed the sale of some of the jewelry and the following jewelry remains to be sold:
- a) Rolex Oyster Perpetual Datejust Two Tone Diamond Dial watch;

- b) Breitling Bentley 18k Rose Gold Crocodile Strap watch (the “**Breitling Watch**”);
 - c) Omega Seamaster Planet Ocean GMT watch (the “**Omega Watch**”);
 - d) Ladies gold and diamond necklace; and
 - e) Ladies 18 Karat Paladium and Diamond necklace.
54. The Receiver has now also sold the Breitling Watch and the Omega Watch with the assistance of a watch broker.
55. The Receiver will continue to advance its efforts to sell the remaining Personal Property Assets and will report on the outcome of these efforts in a future report to the Court.

PROPOSED INTERIM DISTRIBUTION

Secured Creditors

56. In the Fourth Report, the Receiver outlined the various registrations made under the *Personal Property Security Act* (Ontario). As of November 2, 2020, the following parties have registered financing statements against Trigger’s personal property:
- a) Clearflow, with a Master Purchase and Sale Agreement and General Security Agreement against Trigger’s personal property (“**Clearflow Security**”);
 - b) De Lage Landen Financial Services Canada Inc. (“**De Lage Landen**”), with a specific security interest over one (1) Konica Accuriopress Printer, together with all parts and accessories (“**De Lage Security**”);
 - c) Ford Credit Canada Company (“**Ford Credit**”), with a specific security interest over a 2018 Ford F150 VIN: 1FTFW1E13JFD46719 and a 2017 Ford F150 VIN: 1FTEW1EF6HFC54487 (“**Ford Security**”);
 - d) Mark Gdak, with a General Security Agreement against Trigger’s personal property, subordinate to the Clearflow Security; and
 - e) The En Candre Group Inc., with a General Security Agreement against Trigger’s personal property, subordinate to the Clearflow Security.

Security Opinions

57. The Receiver's independent legal counsel, BLG, conducted a review of the Clearflow Security to confirm whether it was properly perfected and enforceable as against a trustee in bankruptcy.

Inventory and Accounts Receivable

58. As noted in the Fourth Report, the Receiver's counsel issued a security opinion in respect of Clearflow's security interest over Trigger's personal property, other than the Personal Property Assets, (as defined in the Second Report), such personal property consisting of inventory and accounts receivable, which security opinion was dated May 21, 2021 (the "**Inventory and AR Security Opinion**"). The Inventory and AR Security Opinion states that, subject to customary caveats and qualifications, Clearflow's security interest over such personal property is valid and enforceable.
59. As a result of the Inventory and AR Security Opinion, the Court granted the Colby Drive Approval and Vesting Order and Initial Distribution Order, which provided for, *inter alia*, a distribution to Clearflow in the amount of \$1,000,000.

Personal Property Assets

60. On June 18, 2021, the Receiver's counsel issued a security opinion in respect of Clearflow's security interest over the Personal Property Assets, as defined in the Second Report, (the "**Personal Property Assets Opinion**"). As the realization of the Personal Property Assets is ongoing at this time, the Receiver will report on the review of the Clearflow Security with regard to the Personal Property Assets in a future report to the Court.

Real Property Assets

61. On June 30, 2021, the Receiver's counsel issued a security opinion in respect of Clearflow's security interest over the Trigger Real Property, as defined in the Second Report, (the "**Real Property Opinion**"). The Real Property Opinion states that, subject to customary caveats and qualifications, Clearflow has a security interest and an equitable mortgage in respect of the Trigger Real Property that is valid and enforceable. A copy of the Real Property Opinion is attached hereto as **Appendix "21"**.

62. The Real Property Opinion mentions a number of liens that are filed against the Trigger Real Property, as defined in the Second Report. The liens are summarized as follows:

Property	Registration	Type of Lien	Amount
157 Saugeen Beach Road	Ace Lawn Care Inc. (" Ace ")	Construction	\$425,383
157 Saugeen Beach Road	J.B. Construction Inc. (" JBC ")	Construction	\$51,701
652 Colby Drive	Ace	Construction	\$9,388
652 Colby Drive	JBC	Construction	\$90,171
265 Old Post Road	Ace	Construction	\$50,544
		TOTAL	\$627,187

63. The Receiver and Receiver's counsel are reviewing the liens. The Receiver proposes to hold the amount of \$783,983.75 from any distribution calculated, being the total amount of the liens, plus 25% (\$156,796.75), which the Receiver understands is the amount typically required under the *Construction Act* to vacate a lien.
64. The realizations from the Trigger Real Property and the proposed amount to be held for future lien resolution has been summarized and attached hereto as **Confidential Appendix "3"**. This summary is included as a Confidential Appendix as it includes the proposed sale price for Old Post Road.
65. There is one additional lien registered against Old Post Road as follows:

Property	Registration	Type of Lien	Amount
265 Old Post Road	Waterloo North Condominium Corporation No. 9	Condominium	\$3,467

66. The Receiver has investigated this lien and believes it to be valid and enforceable and proposes to pay this lien on closing of the Old Post Road Transaction from the sale proceeds.

APPROVAL OF PROFESSIONAL FEES

67. The Receiver and its counsel have maintained detailed records of their professional fees.
68. Pursuant to paragraph 27 of the Receivership Order, the Receiver and its counsel shall be paid their reasonable fees and disbursements and a charge was granted on the Property (as defined in the Receivership Order), as security for such fees and disbursements.
69. The total fees and disbursements of the Receiver from May 1, 2021 to July 31, 2021 amount to \$130,481.73 inclusive of disbursements and HST and are more particularly described in the affidavit of Jacob Wiebe sworn August 12, 2021, a copy of which is attached hereto as **Appendix “22”**.
70. The total fees and disbursements of the Receiver’s counsel, BLG, from May 1, 2021 to July 31, 2021 amount to \$291,246.51 inclusive of disbursements and HST and are more particularly described in the affidavit of Christine Mason sworn August 6, 2021, a copy of which is attached hereto as **Appendix “23”**.
71. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP

72. The SRD, including the proposed distributions, is attached hereto as **Appendix “24”**.

Proposed Distribution

73. The Receiver proposes to retain the proceeds from sale of Personal Property Assets in the amount of \$843,093.
74. The Receiver also proposes to retain \$783,983, on account of the above noted liens, as allocated to the proceeds from the sale of each of the Trigger Real Property, as detailed in Confidential Appendix “3”.
75. The Receiver also proposes to retain the amount of \$500,000 pending completion of the Receivership.

76. The Receiver proposes to make a distribution to Clearflow from the realizations derived from the Trigger Real Property in the amount of \$5,300,000.
77. The Receiver proposes to pay the lien registered by the Waterloo North Condominium Corporation No. 9 in the amount of \$3,467 from the proceeds of the sale of Old Post Road.

CONFIDENTIAL APPENDICES

78. The Receiver believes that Confidential Appendices "1", "2" and "3" should remain sealed until the Old Post Road Transaction has closed, as the information contained therein is commercially sensitive and could prejudice the Old Post Road Transaction. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver, which may impact the price that interested purchasers are willing to offer, should the Old Post Road Transaction not close.
79. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendices "1", "2" and "3" are sealed in this manner.

SUMMARY AND RECOMMENDATION

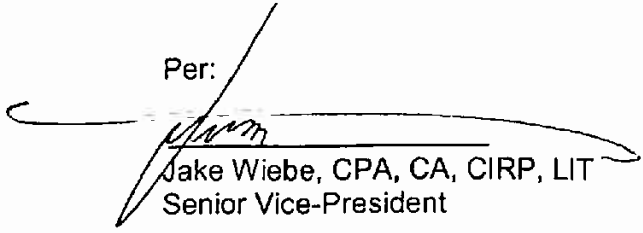
80. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the relief sought, as detailed in paragraph 21 of this Fifth Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

In its capacity as Court Appointed Interim Receiver and Receiver of Trigger Wholesale, Inc. The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. and Jaimee Gdak

Per:



Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice-President

CLEARFLOW COMMERCIAL and
FINANCE CORP.

TRIGGER WHOLESale, INC., THE
EN CADRE GROUP INC., MARK
GDAK, JAIMEE LYNN GDAK and
JAIMAK REAL PROPERTIES INC.

Applicant

Respondents

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

**FIFTH REPORT OF THE RECEIVER,
GRANT THORNTON LIMITED**

BORDEN LADNER GERVAIS LLP
Barristers and Solicitors
East Tower, Bay Adelaide Centre
22 Adelaide St West #3400
Toronto, ON M5H 4E3

Roger Jaipargas
Tel: (416) 367-6266
Email: rjaipargas@blg.com
(LSO #43275C)

Lawyers for Grant Thornton Limited

Appendix 20

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

THE HONOURABLE	)	FRIDAY, THE 20 TH
	)	
MADAM JUSTICE CONWAY	)	DAY OF AUGUST, 2021

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") and for certain real property owned by each of Jaimak Real Properties Inc. ("**Jaimak**") or Jaimee Lynn Gdak, for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated June 29, 2021 and accepted on June 30, 2021 (the "**Sale Agreement**") between the Receiver and Maria Elana Andrusiak Morland and Paul Arthur Alain Lemieux (collectively, the



"**Purchasers**") for the purchase and sale of a property located at 265 Old Post Rd, Waterloo, Ontario (the "**Purchased Property**") and appended to the fifth report of the Receiver dated August 12, 2021 (the "**Fifth Report**"), and vesting in the Purchasers the Debtors' and Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the Fifth Report and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp., counsel for the Purchasers and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Mariela Adriana Gasparini sworn August 13, 2021 filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Property to the Purchasers.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchasers substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' and Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchasers, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Gilmore dated October 13, 2020; (ii) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated October 22, 2020; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iv) those Claims listed on

Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Property are hereby expunged and discharged as against the Purchased Property.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for Land Titles Division of Waterloo (LRO#58) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchasers as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

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

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

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors, or Jaimee Lynn Gdak, or any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made in respect of the Debtors or Jaimee Lynn Gdak;

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

7. **THIS COURT ORDERS** that Confidential Appendices “1”, “2” and “3” to the Fifth Report be and are hereby sealed until the closing of the Transaction.

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.



Madam Justice Conway

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20–00649154–00CL

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated October 13, 2020, Grant Thornton Limited ("**GTL**") was appointed as the interim receiver of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Honourable Mr. Justice McEwen of the Court dated October 22, 2020, GTL was appointed as the receiver (the "**Receiver**") of the undertaking, property and

assets of the Debtors and certain real property owned by each of Jaimak Real Properties Inc. ("**Jaimak**") or Jaimee Lynn Gdak.

C. Pursuant to an Order of the Court dated August 20, 2021, the Court approved the agreement of purchase and sale dated June 29, 2021 and accepted on June 30, 2021 (the "**Sale Agreement**") between the Receiver and Maria Elana Andrusiak Morland and Paul Arthur Alain Lemieux (collectively, the "**Purchasers**") and provided for the vesting in the Purchasers of the Debtors' and Jaimee Lynn Gdak's right, title and interest in and to the property located at 265 Old Post Rd, Waterloo, Ontario (the "**Purchased Property**"), which vesting is to be effective with respect to the Purchased Property upon the delivery by the Receiver to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the Purchase Price for the Purchased Property; (ii) that the Purchasers' financing condition to Closing as set out in Schedule A to Form 101 of the Sale Agreement and the condition set out in Section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchasers has paid and the Receiver has received the Purchase Price for the Purchased Property payable on the Closing Date pursuant to the Sale Agreement;
2. The Purchasers' financing condition to Closing as set out in Schedule A to Form 101 of the Sale Agreement and the condition set out in Section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**GRANT THORNTON LIMITED, in its
capacity as Receiver of the undertaking,
property and assets of the Debtors and not in
its personal capacity**

Per:

Name:

Title:

Schedule B – Purchased Property

1. Real Property

265 Old Post Rd, Waterloo, Ontario, legally described as UNIT 3, LEVEL 1, WATERLOO NORTH CONDOMINIUM PLAN NO. 9; BLK A PL 1292; PTS 1 & 2 CTA 903 AS MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION 486152; S/T RIGHT OF WAY OVER PTS 4 & 5 58R12488 AS IN LT61266; RELEASE OF EASE 443531 AS IN LT61267; T/W RIGHT OF WAY AS IN LT61268; WATERLOO, being all of PIN 23009-0003 (LT).

2. Chattels

All chattels situate on the Real Property as viewed by the Purchasers prior to the execution of the Sale Agreement, save and except for the following, which shall be excluded from the Purchased Property:

- a) Freezer in storeroom;
- b) Washer and dryer;
- c) All art;
- d) All indoor and outdoor furniture;
- e) All outdoor “potted” flowers except large planters;
- f) Water feature and supporting rocks;
- g) All items in garage including workbenches and cabinets;
- h) Guest bathroom shower curtain and rod; and
- i) Eco thermostat.

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

1. Application to Register a Court Order registered on October 23, 2020 as Instrument Number WR1292380 in favour of ClearFlow Commercial Finance Corp.;
2. Construction Lien registered on November 30, 2020 as Instrument Number WR1301358 by Ace Lawn Care Inc.;
3. Condominium Lien registered on February 22, 2021 as Instrument Number WR1319748 by Waterloo North Condominium Corporation No. 9; and
4. Certificate of Action registered on February 26, 2021 as Instrument Number WR1321474 by Ace Lawn Care Inc.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. any reservations, restrictions, rights of way, easements or covenants that run with the land, to the extent such reservations, restrictions, rights of way, easements or covenants are preserved by Section 44 of the Land Titles Act (Ontario);
2. any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. all laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
4. any minor easements for the supply of utility service to the Real Property or adjacent properties;
5. encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties, which surveys have been delivered to the Buyer prior to execution of the Sale Agreement, and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Real Property and survey matters generally;
6. the exceptions and qualifications set forth in the Land Titles Act (Ontario);
7. the reservations contained in the original grant from the Crown;
8. Application to Annex Restrictive Covenant registered on September 8, 1970 as Instrument Number Z432164;
9. By-Law registered on January 23, 1973 as Instrument Number 486231;
10. By-Law registered on February 12, 2001 as Instrument Number LT56788 by Waterloo North Condominium Corporation No. 9;
11. Transfer of Right-of-Way registered on May 30, 2001 as Instrument Number LT61266 by Waterloo North Condominium Corporation No. 9 in favour of The Corporation of The City of Waterloo;
12. Condominium By-Law No.3 registered on May 5, 2003 as Instrument Number LT113123 by Waterloo North Condominium Corporation No. 9;

13. Notice of Agreement (amending the By-Law registered as Instrument Number 486231) registered on May 6, 2003 as Instrument Number LT113313 by Waterloo North Condominium Corporation No. 9;
14. Condominium By-Law No.4 registered on August 10, 2004 as Instrument Number WR62446 by Waterloo North Condominium Corporation No. 9; and
15. Notice of Condominium Agreement registered on October 29, 2020 as Instrument Number WR1293533 by Waterloo North Condominium Corporation No. 9.

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC. et al.

Respondents

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

PROCEEDINGS COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

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

THE HONOURABLE	)	FRIDAY, THE 20th
	)	
MADAM JUSTICE CONWAY	)	DAY OF AUGUST, 2021

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

ORDER

THIS MOTION, made by Grant Thornton Limited (“**GTL**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) of the assets, property and undertaking of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the “**Debtors**”) and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, as set out in Schedule “A” (collectively, the “**Real Property**”) to the Order of Mr. Justice McEwen dated October 22, 2020 (the “**Appointment Order**”), for an order, for the relief as set out in the Notice of Motion dated August 12, 2021, was heard this day by Zoom videoconference due to the COVID-19 pandemic.



ON READING the fifth report of the Receiver dated August 12, 2021 (the "**Fifth Report**"), the affidavit of Jacob Wiebe sworn August 12, 2021 (the "**Wiebe Affidavit**"), the affidavit of Christine Mason sworn August 6, 2021 (the "**Mason Affidavit**") and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp, counsel for the Respondents and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served, as appears from the affidavit of Mariela Adriana Gasparini sworn August 13, 2021.

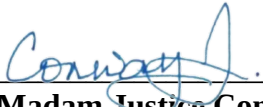
1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the Fifth Report.
3. **THIS COURT ORDERS** that the Fifth Report of the Receiver and the activities of the Receiver, as described in the Fifth Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
4. **THIS COURT ORDERS** that the interim statement of receipts and disbursements as at June 30, 2021, be and is hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period May 1, 2021 to July 31, 2021, as set out in the Wiebe Affidavit, be and are hereby approved.
6. **THIS COURT ORDERS** that the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver for the period May 1, 2021 to August 31, 2021, as set out in the Mason Affidavit be and is hereby approved.
7. **THIS COURT ORDERS** that the Receiver is authorized to make a distribution to Clearflow Commercial Finance Corp. ("**Clearflow**") in the amount of \$5,300,000, from the proceeds of the Trigger Real Property, as described in the Fifth Report.

8. **THIS COURT ORDERS** that the Receiver is authorized to make a distribution to Waterloo North Condominium Corporation No. 9 in the amount of \$3,467, solely from the proceeds arising from the sale of the property located at 265 Old Post Rd, Waterloo, Ontario.

9. **THIS COURT ORDERS** that the Receiver is authorized to provide any information obtained from the computers or cell phones for each of Mark Gdak and Jaimee Lynn Gdak that has been produced to the Receiver (the “**Information**”), or access to the Information to Clearflow.

10. **THIS COURT ORDERS** that any third party in possession or control of the Information, is authorized and directed to provide the Information, or access to the Information to Clearflow.

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.



Madam Justice Conway

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale, INC. et al.

Applicant

Respondents

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

PROCEEDING COMMENCED AT
TORONTO

ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Endorsement of Justice Conway dated August 20, 2021:

The Receiver seeks various relief as set out in its motion materials and the Fifth Report, including approval of the sale and an AVO for the Old Post Road transaction; sealing the confidential appendices to the report; authority for the Receiver to provide to Clearflow the information the Receiver received from the Gdaks' cell phones and computers; approval of a distribution to Clearflow from the Trigger real property sales of \$5.3 million on top of the \$1 million previously distributed to it; approval of a minor distribution to Waterloo North Condominium Corporation No. 9; approval of receipts and disbursements; and approval of fees and disbursements for the Receiver and its counsel.

The relief sought is unopposed.

I am satisfied that the sale transaction for Old Post Road meets the *Soundair* test and should be approved. I am granting the AVO.

The request for a sealing order for the confidential appendices to the Receiver's report pending completion of the sale transaction meets the *Sierra Club* test and is granted.

With respect to the information from the cell phones and computers, counsel for Gdaks have modified the order so that it applies only to information that has been produced to the Receiver.

With respect to the distribution to Clearflow, I note that this is the second distribution and will, in the aggregate, amount to \$6.3 million. While there may be a question as to the exact quantum of Trigger's debt to Clearflow, the Receiver's counsel has satisfied me that, based on the record, it is well in excess of the combined distributions. No one in attendance today suggested otherwise or opposed the distribution of an additional \$5.3 million to Clearflow. There are no other secured creditors on the Trigger real property in question and provision has been made to cover outstanding liens.

With respect to Clearflow's security over the Trigger Real Property, the Receiver's counsel provided a lengthy and detailed opinion, included in the motion materials, that Clearflow has a security interest and equitable mortgage on those properties. Again, no one has challenged or opposed a distribution based on the validity of Clearflow's security.

The remaining ancillary relief is straightforward and acceptable.

I have signed two orders today – the AVO for the Old Post Road property and the ancillary order with the remaining relief. I have attached the orders to this email endorsement. The orders are effective from today's date and are enforceable without the need for entry and filing.

A handwritten signature in blue ink, appearing to read "Conway J.", with a stylized flourish at the end.

Superior Court of Justice (Toronto)

Appendix 21

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

SIXTH REPORT OF THE RECEIVER

November 26, 2021



200 King Street West
11th Floor
Toronto, Ontario, M5H 3T4

TABLE OF CONTENTS

INTRODUCTION	3
DISCLAIMER.....	6
PURPOSE OF THE SIXTH REPORT	7
BACKGROUND.....	8
CANADA REVENUE AGENCY	9
SALE OF 265 OLD POST ROAD	10
REAL PROPERTY LIENS	11
JBC LIEN	12
ACE LIEN.....	12
SALE OF PERSONAL PROPERTY ASSETS	12
SECURITY OPINIONS	13
INVENTORY AND ACCOUNTS RECEIVABLE	13
REAL PROPERTY ASSETS	14
PERSONAL PROPERTY ASSETS.....	14
APPROVAL OF PROFESSIONAL FEES	15
PROPOSED DISTRIBUTION	15
PROCEEDS FROM SALE OF TRIGGER REAL PROPERTY	15
PERSONAL PROPERTY ASSETS PROCEEDS	16
RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP.....	19
SUMMARY AND RECOMMENDATION	20

INDEX OF APPENDICES

Appendix 1	Interim Receivership Order and Endorsement dated October 13, 2020
Appendix 2	Affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson each sworn October 9, 2020 (without appendices)
Appendix 3	First Report of the Interim Receiver dated October 21, 2020 (without appendices)
Appendix 4	Receivership Order dated October 22, 2020
Appendix 5	First Report of the Receiver dated November 20, 2020 (without appendices)
Appendix 6	Baker Road Approval and Vesting Order and Endorsement of the Honourable Madam Justice Dietrich dated December 1, 2020
Appendix 7	Second Report of the Receiver dated February 12, 2021 (without appendices)
Appendix 8	Supplemental Report to the Second Report of the Receiver dated March 16, 2021 (without appendices)
Appendix 9	Inventory Approval and Vesting Order and Endorsement dated March 17, 2021
Appendix 10	Sea Ray Approval and Vesting Order and Endorsement dated March 17, 2021
Appendix 11	Order for Directions and Endorsement dated March 31, 2021
Appendix 12	Endorsement of the Honourable Madam Justice Dietrich dated April 15, 2021
Appendix 13	Reasons for Decision dated May 26, 2021 of the Honourable Madam Justice Dietrich
Appendix 14	Judgment dated May 26, 2021 of the Honourable Madam Justice Dietrich
Appendix 15	Third Report of the Receiver dated May 10, 2021 (without appendices)
Appendix 16	Saugeen Beach Road Approval and Vesting Order dated May 18, 2021
Appendix 17	Fourth Report of the Receiver dated June 4, 2021 (without appendices)
Appendix 18	652 Colby Drive Approval and Vesting Order and Distribution Order dated June 14, 2021
Appendix 19	Fifth Report of the Receiver dated August 12, 2021 (without appendices)
Appendix 20	Old Post Road Approval and Vesting Order and the August 20, 2021 Distribution Order, along with the Endorsement of Justice Conway
Appendix 21	August 26 Letter from CRA
Appendix 22	November 17, 2021 Letter to CRA
Appendix 23	JBC Settlement Agreement, JBC Consents and draft Orders
Appendix 24	Real Property Opinion dated June 30, 2021
Appendix 25	Personal Property Assets Opinion dated June 18, 2021
Appendix 26	Fee Affidavit of Jacob Wiebe sworn November 26, 2021
Appendix 27	Fee Affidavit of Christine Mason sworn November 19, 2021
Appendix 28	Enquiry Response Certificate with a file currency of November 2, 2020, in respect of a PPSA search against Trigger
Appendix 29	Statement of Receipts and Disbursements as at October 31, 2021

INTRODUCTION

1. Grant Thornton Limited (“**GTL**”) was appointed as Interim Receiver (the “**Interim Receiver**”) of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”) by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 13, 2020 (the “**Interim Receivership Order**”). Copies of the Interim Receivership Order and the Endorsement of the Honourable Madam Justice Gilmore are attached hereto as **Appendix “1”**.
2. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the Interim Receiver, are contained in the affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson, each sworn October 9, 2020 (the “**Clearflow Affidavits**”) in support of Clearflow Commercial Finance Corp.’s (“**Clearflow**”) application for the appointment of the Interim Receiver. A copy of the Clearflow Affidavits, without appendices, are attached hereto as **Appendix “2”**. Clearflow is the primary secured creditor of the Debtors.
3. The Interim Receiver filed its first report to Court dated October 21, 2020 (the “**Interim Receiver’s Report**”) in support of Clearflow’s application to convert the Interim Receivership Order, to a national receiver, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). A copy of the Interim Receiver’s Report is attached hereto as **Appendix “3”** without appendices.
4. Pursuant to an order of the Honourable Mr. Justice McEwen dated October 22, 2020, GTL was appointed as the Receiver (the “**Receiver**”) over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak, pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “4”**.

5. The Receiver filed its first report to Court dated November 20, 2020 (the “**First Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 43 Baker Road, Port Elgin, Ontario. A copy of the First Report is attached hereto as **Appendix “5”** without appendices.
6. On December 1, 2020, the Court issued an order providing the relief requested by the Receiver in the First Report (the “**Baker Road Approval and Vesting Order**”). A copy of the Baker Road Approval and Vesting Order, along with the Endorsement of Justice Dietrich is attached hereto as **Appendix “6”**.
7. The Receiver filed its second report to the Court dated February 12, 2021 (the “**Second Report**”) and a supplemental report to the second report dated March 16, 2021 (the “**Supplemental Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of the Inventory Transaction and the Sea Ray Transaction and requesting directions in respect of the Real Property Assets and Personal Property Assets, all as defined in the Second Report. Copies of the Second Report and the Supplemental Report are attached hereto as **Appendices “7”** and “**8**” respectively, without appendices.
8. On March 17, 2021, the Court issued approval and vesting orders in respect of the Inventory Transaction (the “**Inventory Sale Approval and Vesting Order**”) and the Sea Ray Transaction (the “**Sea Ray Approval and Vesting Order**”). Copies of the Inventory Sale Approval and Vesting Order and the Sea Ray Approval and Vesting Order, along with the Endorsement of Justice Dietrich are attached hereto as **Appendices “9”** and “**10**” respectively.
9. On March 31, 2021, the Court issued an order providing directions to the Receiver in respect of the Personal Property Assets and the Real Property Assets, all as defined in the Second Report (the “**March 31, 2021 Order for Directions**”). A copy of the March 31, 2021 Order for Directions, along with the Endorsement of Justice Dietrich is attached hereto as **Appendix “11”**.
10. Pursuant to an a consent Endorsement dated April 15, 2021, Justice Dietrich ordered the amount of \$3,000 per month, on account of the personal living expenses, shall be paid to each of Mark Gdak (“**Mr. Gdak**”) and Jaimee Lynn Gdak (“**Ms. Gdak**”), from the receivership estate, for a total of \$6,000 on a monthly basis, retroactive to the date of the Mareva Order, net of amounts already advanced. A

copy of the April 15, 2021 Endorsement of Justice Dietrich is attached hereto as **Appendix “12”**.

11. On May 26, 2021, Justice Dietrich released the Reasons for Decision in respect of the motion brought by Clearflow to enforce the guarantees executed by Mr. Gdak and Ms. Gdak in its favour. The Court issued a Judgment on May 26, 2021 (the “**Judgment**”) declaring that the guarantees executed by each of Mr. Gdak and Ms. Gdak in favour of Clearflow are enforceable. The issue of the quantum of the liability on the guarantees is to be addressed at a case conference at a future date. Ms. Gdak has appealed the Judgment to the Court of Appeal for Ontario, which is scheduled to be heard on February 17, 2022, while Mr. Gdak has not taken steps to pursue an appeal of the Judgment. Copies of the Reasons for Decision dated May 26, 2021 and the Judgment dated May 26, 2021 are attached hereto as **Appendices “13”** and **“14”** respectively.
12. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Real Property Assets, all as defined in the Second Report, with the exception of the real property identified municipally as 250 Lions Court, Waterloo, Ontario, are assets of Trigger.
13. The Receiver filed its third report to Court dated May 10, 2021 (the “**Third Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 157 Saugeen Beach Road, Port Elgin, Ontario (the “**Saugeen Beach Road Transaction**”). A copy of the Third Report is attached hereto as **Appendix “15”** without appendices.
14. On May 18, 2021, the Court issued an approval and vesting order in respect of the Saugeen Beach Road Transaction (the “**Saugeen Beach Road Approval and Vesting Order**”). A copy of the Saugeen Beach Road Approval and Vesting Order, along with the Endorsement of Justice Hainey is attached hereto as **Appendix “16”**.
15. The Receiver issued its fourth report to Court dated June 4, 2021 (the “**Fourth Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 652 Colby Drive, Waterloo, Ontario (the “**652 Colby Drive Transaction**”). A copy of the Fourth Report is attached hereto as **Appendix “17”** without appendices.

16. On June 14, 2021, the Court issued an approval and vesting order in respect of the 652 Colby Drive Transaction and an order authorizing the Receiver to distribute the proceeds of realization from the Inventory and Accounts Receivable, as defined in the Second Report, (the “**Colby Drive Approval and Vesting Order and Initial Distribution Order**”). Copies of the Colby Drive Approval and Vesting Order and Initial Distribution Order, along with the Endorsement of Justice Cavanagh, are attached hereto as **Appendix “18”**.
17. The Receiver issued its fifth report to Court dated August 12, 2021 (the “**Fifth Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 265 Old Post Road, Waterloo, Ontario (the “**Old Post Road Transaction**”) and authorizing the Receiver to make an interim distribution to Clearflow. A copy of the Fifth Report is attached hereto as **Appendix “19”** without appendices.
18. On August 20, 2021, the Court issued an approval and vesting order in respect of the Old Post Road Transaction and an order authorizing the Receiver to make an interim distribution to Clearflow from the proceeds of realization from the Trigger Real Property, as defined in the Second Report, (the “**Old Post Road Approval and Vesting Order and August 20, 2021 Distribution Order**”). Copies of the Old Post Road Approval and Vesting Order and the August 20, 2021 Distribution Order, along with the Endorsement of Justice Conway, are attached hereto as **Appendix “20”**.
19. In accordance with the Court’s e-service protocol, all materials filed with the Court in this matter are available on the Receiver’s case website at www.GrantThornton.ca/TWI.

DISCLAIMER

20. In preparing this sixth report of the Receiver to Court (the “**Sixth Report**”), the Receiver has reviewed certain unaudited financial information and certain financial information relating to the Debtors. While the Receiver has performed a preliminary review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards (“**GAAS**”), or

International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.

21. This Sixth Report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to grant the relief sought by the Receiver. Accordingly, the reader is cautioned that this Sixth Report may not be appropriate for any other purpose.
22. All references to dollar amounts in this Sixth Report are in Canadian currency, unless otherwise noted.

PURPOSE OF THE SIXTH REPORT

23. The purpose of this Sixth Report is to advise the Court on the Receiver’s activities since the date of the Fifth Report and to provide information to the Court pertaining to the Receiver’s request for Orders:
 - a) approving the Sixth Report and the activities of the Receiver described therein;
 - b) approving a distribution to Waterloo North Condominium Corporation No. 9 in the amount of \$4,058 from the proceeds arising from the Old Post Road Transaction (as defined in the Fifth Report);
 - c) approving the settlement of certain claims advanced by J.B. Construction Inc. (“**JBC**”) under the *Construction Act*, R.S.O. 1990, c. C.30, in respect of the supply of services and/or materials to the properties located at 157 Saugeen Beach Road, Port Elgin, Ontario (the “**Saugeen Beach Road Property**”) and 652 Colby Drive, Waterloo, Ontario (the “**Colby Drive Property**”);
 - d) authorizing the Receiver to apply the proceeds from the sale of the Personal Property Assets (as defined in the Second Report) against the fees and expenses of the Receiver and its counsel;
 - e) approving a distribution to Clearflow in the amount of \$2,400,000 from the proceeds of the Trigger Real Property, as defined in the Second Report;
 - f) approving the Receiver’s Interim Statement of Receipts and Disbursements as at October 31, 2021 (the “**SRD**”);

- g) approving the fees and disbursements of the Receiver for the period August 1, 2021 to October 31, 2021, as set out in the affidavit of Jacob Wiebe, sworn November 26, 2021; and
- h) approving the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver for the period August 1, 2021 to October 31, 2021, as set out in the affidavit of Christine Mason, sworn November 19, 2021.

BACKGROUND

- 24. The Debtors are incorporated in Ontario and were in the business of importing and distributing firearms and ammunition to customers throughout Canada. The Debtors' customers allegedly included Canadian Tire and Home Hardware, as well as many small gun shops, outdoor stores, police forces and the Canadian military. The registered address for the Debtors is 588 Colby Drive, Suite #1, Waterloo, Ontario (the "**Colby Drive Premises**"). The directors of Trigger are Mr. Gdak, Ms. Gdak and Brian Richard Kelly ("**Brian Kelly**"). Brian Kelly also acted as the Debtors' legal counsel. Brian Kelly resigned as director of the Trigger shortly after the Interim Receiver was appointed.
- 25. Clearflow provided accounts receivable ("**AR**") factoring services to Trigger. As described in the Interim Receiver's Report, the First Report and the Second Report, Trigger did not conduct any business with the customers on the AR listings provided to Clearflow for factoring and all the invoices factored by Clearflow were false. While Trigger represented to Clearflow that its AR totalled \$64,074,258 as at October 13, 2020, the actual AR was \$944,073 and none of the real customer invoices were factored by Clearflow.
- 26. In the Second Report, the Receiver described how the Personal Property Assets and the Real Property Assets, all as defined in the Second Report, were all purchased with Trigger funds, which were obtained from Clearflow. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Trigger Real Property are property of Trigger.

CANADA REVENUE AGENCY

27. The Receiver has previously reported that Trigger falsified its revenues and expenses, such that false financial statements, income tax returns and HST filings, were prepared and filed with CRA.
28. CRA conducted a trust examination on Trigger's HST reporting. CRA examined all HST filings made by Trigger from July 2017 to December 2019, during which time, Trigger reported the following:
- a) Sales - \$200,982,935
 - b) HST Collectible on Sale - \$16,873,251
 - c) Input Tax Credits - \$14,834,815
 - d) Total HST owing to CRA - \$2,038,422
29. CRA requested that the Receiver provide supporting documentation for all Input Tax Credits ("**ITCs**") claimed by Trigger. The Receiver reviewed Trigger's books and records and was only able to obtain supporting documentation for all HST paid to Canada Border Services Agency ("**CBSA**") for the importing of firearms and ammunition. The HST paid to CBSA totalled \$477,633. CRA therefore disallowed ITCs totalling \$14,357,194, thereby increasing Trigger's indebtedness to CRA by this amount.
30. In CRA's letter to the Receiver dated August 26, 2021 (the "**August 26 Letter from CRA**") advising of the trust examination results, CRA advised as follows:
- "Potential Overstatement of Sales and GST/HST Collectible**
Based on the audit findings from the documentation obtained from the CBSA it was determined sales and GST/HST collectible figures as reported on lines 101 and 105 of the GST/HST returns for the audit period may have been overstated."
- A copy of the August 26 Letter from CRA is attached hereto as **Appendix "21"**.
31. The Receiver has reviewed Trigger's books and records and has been able to identify which sales were real and which sales were falsified. In general, false sales were recorded to large retailers such as Canadian Tire and Home Hardware, which the Receiver has verified were not customers of Trigger and the invoices for false sales did not include firearm serial numbers, whereas real sales included serial numbers.

32. The Receiver has been unable to determine which purchases recorded by Trigger were real or false. However, since all firearms and ammunition were imported, the CBSA records likely correctly reflect the inventory purchased by Trigger, which would represent the vast majority of Trigger's purchasers. The Receiver has therefore accepted CRA's assessment and the taxes paid to CBSA are the only allowable ITCs.
33. Based on this review, the Receiver has determined that sales, HST charged to customers, ITCs and total taxes owing should have been reported as follows:

	SALES	GST/HST ON SALES	ITCs	NET TAX
As Reported	200,982,935.00	16,873,251.00	14,834,815.00	2,038,422.00
Actual Amounts	9,710,752.37	770,581.93	467,770.51	466,886.43
Overstatement	191,272,182.63	16,102,669.07	14,367,044.49	1,571,535.57

34. On November 17, 2018, the Receiver replied to the August 26 Letter from CRA (the "**November 17 Letter to CRA**"), requesting that CRA accept amended HST returns filed by the Receiver that report Trigger's actual sales, GST/HST on sales and ITCs based on CBSA records. A copy of November 17 Letter to CRA is attached hereto as **Appendix "22"**.
35. It is reasonable that adjusted GST/HST returns be filed and accepted by CRA to reflect Trigger's actual business activity. It is unreasonable for CRA to disallow false ITCs claimed and not accept the Receiver's amended returns removing false sale and GST/HST thereon.
36. During the assessed period, CRA applied payments totalling \$ \$2,509,888.48 to Trigger's GST/HST liability. If the amended returns are accepted, the Receiver will be seeking a refund of \$2,043,002 from CRA for overpayment of GST/HST liability, calculated as follows:

GST/HST Paid	\$	2,509,888
Actual GST/HT Liability	\$	466,886
Refund	\$	2,043,002

SALE OF 265 OLD POST ROAD

37. Subsequent to the Court issuing the Old Post Road Approval and Vesting Order, the Receiver made arrangements to complete the sale of 265 Old Post Road (the

“Old Post Road Property”). The Old Post Road Transaction closed on September 2, 2021.

38. In the Fifth Report, the Receiver disclosed that the Waterloo North Condominium Corporation No. 9 had registered a lien in the amount of \$3,467 (the **“Old Post Road Condominium Lien”**). The Receiver proposed to pay this lien with proceeds from the sale of Old Post Road. The Old Post Road Approval and Vesting Order authorized the Receiver to pay the Old Post Road Condominium Lien from the proceeds from the sale of Old Post Road.
39. Subsequent to closing the Old Post Road Transaction, the Receiver paid the Old Post Road Condominium Lien. Thereafter, counsel for Waterloo North Condominium Corporation No. 9 advised that they had not included their costs related to the Old Post Road Condominium Lien in the amount claimed and requested that the Receiver also pay their costs in the amount of \$4,058 (the **“Old Post Road Condominium Lien Costs”**).
40. The Receiver’s counsel has advised that the Old Post Road Condominium Lien Costs are also lienable and should have been included in the Old Post Road Condominium Lien. The Receiver therefore proposes to pay the Old Post Road Condominium Lien Costs from the proceeds of the sale of Old Post Road, in full and final settlement of the Old Post Road Condominium Lien.

REAL PROPERTY LIENS

41. In the Fifth Report, the Receiver details that there are a number of liens that are filed against the Trigger Real Property, as defined in the Second Report. The liens are summarized as follows:

Property	Claimant	Type of Lien	Amount
157 Saugeen Beach Road	Ace Lawn Care Inc. (“Ace”)	Construction	\$425,383
157 Saugeen Beach Road	J.B. Construction Inc. (“JBC”)	Construction	\$51,701
652 Colby Drive	Ace	Construction	\$9,388
652 Colby Drive	JBC	Construction	\$90,171
265 Old Post Road	Ace	Construction	\$50,544
		TOTAL	\$627,187

42. In accordance with the Fifth Report, the Receiver has retained \$783,983, being the total amount of the liens, plus 25% (\$156,796), which the Receiver understands is the amount typically required under the *Construction Act* to vacate a lien.

JBC Lien

43. The Receiver reviewed the supporting documentation provided by JBC in support of its liens totalling \$141,872 and offered to settle all JBC liens for \$74,271. After further discussions, the Receiver and JBC entered into Minutes of Settlement with respect to JBC's liens on the Saugeen Beach Road Property and Colby Drive Property, wherein the Receiver has agreed to pay \$80,000 in full and final settlement of both JBC liens (the "**JBC Settlement Agreement**"). JBC has also signed Consents to Orders discharging both liens and dismissing their lien actions (the "**JBC Consents**"). The JBC Settlement Agreement is subject to Court approval. Copies of the JBC Settlement Agreement and the JBC Consents, together with the draft Orders, are attached hereto as **Appendix "23"**.

Ace Lien

44. The Receiver also reviewed the supporting documentation provided by Ace in support of its liens and has advanced an offer to settle all of the Ace liens. Despite numerous efforts by counsel for the Receiver to advance those discussions, counsel for Ace has not provided any substantive response to the Receiver's settlement offer.
45. The Receiver proposes to hold the amount of \$606,644 from any distribution calculated, being the total amount of the Ace liens in the amount of \$485,315, plus 25% (\$121,329), which the Receiver understands is the amount typically required under the *Construction Act* to vacate a lien.

SALE OF PERSONAL PROPERTY ASSETS

46. The March 31, 2021 Order for Directions declared that the Personal Property Assets (as defined in the Second Report) are property of Trigger. The Personal Property Assets include the following assets, all as defined in the Second Report:

- a) The Scarab;
 - b) The Sea Ray;
 - c) The ATVs;
 - d) The Sea Doos;
 - e) The Trailer;
 - f) The Range Rover;
 - g) Rolex Watch Diamond Dial Watch;
 - h) Breitling Watch;
 - i) Omega Watch;
 - j) Ladies 18 Karat Paladium Diamond Necklace; and
 - k) Rolex Datejust Diamond Dial Watch.
47. As described in the Fifth Report, collection and monetization efforts of the Personal Property Assets have been ongoing. The Receiver has now completed the sale of all of the Personal Property Assets and is now holding total sale proceeds of \$919,317, plus HST, where applicable (the “**Personal Property Assets Proceeds**”).

SECURITY OPINIONS

48. In the Fifth Report, the Receiver listed all the parties with security registrations under the PPSA. The creditor with a first ranking general security agreement is Clearflow.
49. The Receiver’s independent legal counsel, BLG, conducted a review of the Clearflow Security, to advise whether it was properly perfected and enforceable, as against a trustee in bankruptcy.

Inventory and Accounts Receivable

50. As noted in the Fourth Report, the Receiver’s counsel issued a security opinion in respect of Clearflow’s security interest over Trigger’s personal property, other than the Personal Property Assets, (as defined in the Second Report), such personal property consisting of inventory and accounts receivable, which security opinion was dated May 21, 2021 (the “**Inventory and AR Security Opinion**”). The Inventory and AR Security Opinion states that, subject to customary caveats and qualifications, Clearflow’s security interest over such personal property is valid and enforceable.

51. As a result of the Inventory and AR Security Opinion, the Court granted the Colby Drive Approval and Vesting Order and Initial Distribution Order, which provided for, *inter alia*, a distribution to Clearflow in the amount of \$1,000,000.

Real Property Assets

52. On June 30, 2021, the Receiver's counsel issued a security opinion in respect of Clearflow's security interest over the Trigger Real Property, as defined in the Second Report, (the "**Real Property Opinion**"). The Real Property Opinion states that, subject to customary caveats and qualifications, Clearflow has a security interest and an equitable mortgage in respect of the Trigger Real Property that is valid and enforceable. A copy of the Real Property Opinion is attached hereto as **Appendix "24"**.
53. In the Fifth Report, the Receiver requested that the Court issue an Order authorizing a distribution in the amount of \$5,300,000 to Clearflow, from the proceeds of the sale of the Trigger Real Property, based on the Real Property Opinion. The Court issued the August 20, 2021 Distribution Order, authorizing the requested distribution to Clearflow.

Personal Property Assets

54. On June 18, 2021, the Receiver's counsel issued a security opinion in respect of Clearflow's security interest over the Personal Property Assets, as defined in the Second Report, (the "**Personal Property Assets Opinion**"). BLG has opined that while Clearflow holds a valid a perfected security interest in Trigger's personal property, the Personal Property Assets must be classified as "consumer goods", as defined in the *Personal Property Security Act (Ontario)* ("**PPSA**") ("**Consumer Goods**"). While Clearflow's general security agreement provides Clearflow with a security interest in the Personal Property Assets, Clearflow does not have a perfected security interest in the Personal Property Assets, since Clearflow's PPSA registration does not identify Consumer Goods, as part of Clearflow's collateral. A copy of the Personal Property Assets Opinion is attached hereto as **Appendix "25"**.

APPROVAL OF PROFESSIONAL FEES

55. The Receiver and its counsel have maintained detailed records of their professional fees.
56. Pursuant to paragraph 27 of the Receivership Order, the Receiver and its counsel shall be paid their reasonable fees and disbursements and a charge (the “**Receiver’s Charge**”) was granted on the Property (as defined in the Receivership Order), as security for such fees and disbursements.
57. The total fees and disbursements of the Receiver from August 1, 2021 to October 31, 2021 amount to \$82,392.93 inclusive of disbursements and HST and are more particularly described in the affidavit of Jacob Wiebe sworn November 26, 2021, a copy of which is attached hereto as **Appendix “26”**.
58. The total fees and disbursements of the Receiver’s counsel, BLG, from August 1, 2021 to October 31, 2021 amount to \$91,190.65 inclusive of disbursements and HST and are more particularly described in the affidavit of Christine Mason sworn November 19, 2021, a copy of which is attached hereto as **Appendix “27”**.
59. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

PROPOSED DISTRIBUTION

Proceeds from sale of Trigger Real Property

60. The Receiver proposes to pay the Old Post Road Condominium Lien Costs in the amount of \$4,058 from the proceeds of the sale of Old Post Road.
61. The Receiver also proposes to retain \$606,644 on account of the Ace liens.
62. The Receiver also proposes to retain the amount of \$500,000 pending completion of the Receivership.
63. Paragraph 9 of the Interim Receivership Order states that Mark Gdak, Jaimee Gdak and Jaimak Real Properties Inc. shall not transfer, alienate, deplete or encumber any of their real or personal property with a value over \$5,000 in any one transaction and \$20,000 in the aggregate of all such transactions, except for the purpose of providing retainers to legal counsel.

64. The Receiver understands that Lerner's LLP ("**Lerner's**"), counsel for Mark Gdak, and the Debtors, has been able to access certain insurance coverage to pay their legal fees and disbursements throughout the receivership proceedings. However, the Receiver has been advised by Lerner's that the insurer does not pay an amount equivalent to the standard rates of Lerner's. Accordingly, Lerner's has advised the Receiver that they may seek an Order directing the Receiver to pay to Lerner's the difference between the hourly rates paid by the insurer and the Lerner's standard hourly rates, which Lerner's advises is in the range of between \$130,000 to \$200,000. As of the date of this Sixth Report, Lerner's has not brought a motion seeking this relief from the Court.
65. The Receiver has completed its realization of all of Trigger's assets, save and except, as noted below. The only matters that remain are:
- a) to resolve the claims of Ace in respect of its liens;
 - b) correspond with CRA in respect of the amended GST/HST returns filed by the Receiver;
 - c) the potential sale of Lions Court, pending the outcome of Jaimee Lynn Gdak's appeal of Clearflow's judgment; and
 - d) Other matters ancillary to the receivership proceedings.
66. The Receiver believes that the proposed retention of \$500,000 is sufficient to address the ongoing costs of these proceedings, having regard to paragraph 65 of this Sixth Report, and to pay the amounts claimed by Lerner's, should Lerner's bring their motion and if the Court grants the relief sought by Lerner's.

Personal Property Assets Proceeds

67. In paragraphs 29 to 84 of the Second Report the Receiver, the Receiver sets out the details of how Mark and Jaimee Lynn Gdak paid for the purchase of each of the Personal Property Assets, with funds taken directly from the Trigger bank accounts and that immediately prior to each purchase, Trigger received funding from Clearflow from the factoring of fake accounts receivable invoices. Based on this evidence, the Court issued the March 31 Order for Directions, which declared that the Personal Property Assets are the property of Trigger.

68. The Receiver's independent legal counsel, BLG, conducted a review of the Clearflow Security to confirm whether Clearflow held security that was valid and enforceable, as against a trustee in bankruptcy, with respect to the Personal Property Assets and the proceeds derived therefrom.
69. BLG has opined that while Clearflow holds a valid a perfected security interest in Trigger's personal property, the Personal Property Assets constitute "consumer goods", as defined in the PPSA, ("**Consumer Goods**") and that while Clearflow's general security agreement provides Clearflow with a security interest in the Personal Property Assets, Clearflow does not have a perfected security interest in the Personal Property Assets, since Clearflow's PPSA registration against Trigger does not specifically identify Consumer Goods, as part of Clearflow's collateral.
70. Clearflow had no reason to believe that the funds provided to Trigger under its lending agreement would be used to purchase Consumer Goods, since this funding was intended to be used to support Trigger's business operations. Clearflow did not have confirmation that its funding was used to purchase Consumer Goods, until the Receiver identified this in the Second Report.
71. Trigger became bankrupt on November 27, 2020, after which time Clearflow was unable to amend its Financing Statement under the PPSA to include Consumer Goods, on account of Section 20(1)(b) of the PPSA.
72. It is clear that Clearflow funds were used to purchase the Personal Property Assets. The Receiver's Charge granted by the Receivership Order attaches to the Personal Property Assets. The Receiver therefore proposes to apply the Personal Property Assets Proceeds towards payment of the past and future fees and disbursements of the Receiver and its counsel, BLG, which amounts are secured by the Receiver's Charge. This would permit the proceeds from the sale of other Trigger assets to be distributed to Clearflow, in accordance with Clearflow's perfected security interest in Trigger's personal property (other than the Personal Property Assets) and in the Trigger Real Property. The Receiver believes that this will result in a fair and equitable outcome given that Clearflow's funds were specifically used to purchase the Personal Property Assets, without Clearflow's knowledge or consent, and in violation of Trigger's lending arrangements with Clearflow. A copy of an Enquiry Response Certificate, with a file currency of November 2, 2020, in respect of a PPSA search against Trigger, is attached hereto as **Appendix "28"**.

73. In the event that the Personal Property Assets Proceeds are not applied towards payment of the fees and disbursements of the Receiver and its counsel, then the funds would typically be paid to Trigger's trustee in bankruptcy.
74. Trigger's original bankruptcy statement of affairs lists 18 unsecured creditors with debt totalling \$45,432,808, including Clearflow's claim in the amount of \$45,214,409.
75. Mark Gdak has advised that the claims of unsecured creditors, excluding Clearflow are overstated and has provided a listing of 10 unsecured creditors, who are collectively owed \$218,373 as follows:

4 Office Automation Ltd.	\$	20
Waste Management of Canada Corporation		495
The Co-Operators		564
The Co-Operators		579
United Rentals		3,250
Graham Scott Enns LLP		3,284
The Co-Operators		4,839
Canpar, A TransForce Company		5,028
The Canadian Gun Vault Incorporated		35,200
TC Industrial Supply		55,125
Capri Insurance		110,009

76. The bankruptcy trustee has received proofs of claim totalling \$11,260,835, which are as follows:

DeLage Landen	\$	63,681
Guardian Security		47,464
TC Industrial Supply		38,759
CRA - Corporate Taxes		11,048,880
CRA - Source Deductions		62,050

77. Should there be funds available for a distribution in the bankruptcy, the Trustee will need to assess each of the claims filed.

- a) The DeLage Landen claim was in respect of a photocopier, which was returned to DeLage Landen by the Receiver. This claim will therefore be significantly reduced to account for the value obtained for the copier by DeLage Landen.
- b) The Gardian Security claim is for services provided to Jaimak. The Trustee will therefore disallow this claim.
- c) The TC Industrial Supply claim is for equipment provided to Jaimak, although the invoices are addressed to Trigger. The Trustee will disallow this claim.

- d) The CRA claim for corporate taxes was assessed on financial statements and tax returns filed by Trigger that were based on falsified accounting records for its fiscal 2017, 2018 and 2019 years. In order to properly assess this claim the Trustee will need to undertake a significant accounting exercise to prepare corrected financial statements and tax returns. Trigger was extremely unprofitable. Therefore, the result of restated financial statements will show net losses for each year and no income taxes owing. The Receiver has requested assistance from the external accounting firm engaged by Trigger to prepare these restated financial statements and tax returns, however, the external accountant has advised that they are not interested in assisting with this exercise.
 - e) We anticipate that CRA will file an unsecured claim for HST owing in the amount of the disallowed ITCs of approximately \$14,000,000. The Trustee will disallow this claim on the basis that the refiled GST/HST returns not only offset CRA's claim, but result in a refund owing from CRA.
78. Should the Personal Property Assets Proceeds be paid to the Trustee for a distribution to unsecured creditors, the Trustee will incur significant costs in assessing the claims of unsecured creditors, which when completed, will result in Clearflow being the only significant remaining unsecured creditor. Further, a distribution in the bankruptcy, will attract the Superintendent's Levy, which is a tax upon the distributions made in an estate. Since Clearflow funds were used to inappropriately purchase the Personal Property Assets, the Receiver believes that it is equitable for Clearflow to benefit from the funds recovered through the sale of these assets. Applying the Personal Property Assets Proceeds to the fees and expenses of the Receiver, which are secured by the Receiver's Charge, will accomplish this equitable result.

RECEIPTS AND DISBURESEMENTS OF THE RECEIVERSHIP

79. The SRD, including the proposed distributions, is attached hereto as **Appendix "29"**.

SUMMARY AND RECOMMENDATION

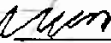
80. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the relief sought, as detailed in paragraph 23 of this report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

In its capacity as Court Appointed Interim Receiver and Receiver of Trigger Wholesale, Inc. The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. and Jaimee Gdak

Per:



Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix 22

Endorsement:

The Receiver moves for certain relief in three requested orders as set out in paragraph one of the Notice of Motion. The requested orders are for (a) approval of the Sixth report of the Receiver and the activities of the Receiver described therein; (b) approving the Receiver's interim statement of receipts and disbursements as at October 31, 2021; (c) approving the fees and disbursements of the Receiver for the period August 1, 2021 to October 31, 2021; (e) approving the fees and disbursements of legal counsel to the Receiver for the period August 1, 2021 to October 31, 2021; (f) approving a distribution to Clearflow Commercial Finance Corp. ("Clearflow") in the amount of \$2,400,000 from the proceeds of the Trigger Real Property (as defined in the Sixth Report); (g) approving a distribution to Waterloo North Condominium Corporation No. 9 in the amount of \$4,058.52 solely from the proceeds arising from the sale of property located at 265 Old Post Road, Waterloo, Ontario in full and final settlement of all claims that this entity may have against the Respondents or within the receivership proceeding; (h) declaring that all of the proceeds realized from the Personal Property Assets (as defined in the Second Report), shall be applied to satisfy the amounts that have been paid, or will be paid, to the Receiver and its counsel, on account of their fees and disbursements, as secured by the Receiver's Charge established by the Appointment Order of Mr. Justice McEwen dated October 22, 2020; and (i) approving the settlement of certain claims advanced by J.B. Construction Inc. under the Construction Act in respect of the supply of services and/or materials to certain properties.

The Receiver has served all interested parties and the motion is not opposed.

I am satisfied that the requested orders should be granted. With respect to the relief claimed in item (h) above, I exercise my discretion to approve the proposed allocation of the proceeds from the sale of the Personal Property Assets to satisfy the reasonable fees and disbursements of the Receiver and counsel to the Receiver, as secured by the Receiver's Charge. I accept the Receiver's submission that this is the most practical method to proceed. The transfer of proceeds realized from the Personal Property Assets to the bankruptcy estate of Trigger for distribution to the creditors of Trigger would result in the occurrence of additional administrative costs, as well as the levy payable to the Superintendent of Bankruptcy, pursuant to section 147 of the BIA. The Receiver's Charge would be primarily borne by Clearflow in the within receivership proceedings in any event. In the Receiver's Sixth Report, at para. 77, the Receiver addresses the six proofs of claim that the trustee has received. CRA is the largest claimant (other than Clearflow which is by far the largest claimant with a claim in excess of \$45 million). The Receiver explains that the net result of restated financial statements will show net losses for each year and no income taxes owing. CRA has not appeared to oppose the requested order. I am satisfied that the requested allocation is proper in the circumstances.

Orders to issue in forms of attached orders signed by me.

A handwritten signature in blue ink, appearing to read 'Cavanagh J.', is written over a light blue rectangular background.

Cavanagh J.

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

THE HONOURABLE	)	MONDAY, THE 6 th
	)	
MR. JUSTICE CAVANAGH	)	DAY OF DECEMBER, 2021

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

ORDER

THIS MOTION, made by Grant Thornton Limited (“**GTL**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) of the assets, property and undertaking of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the “**Debtors**”) and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, as set out in Schedule “A” (collectively, the “**Real Property**”) to the Order of Mr. Justice McEwen dated October 22, 2020 (the “**Appointment Order**”), for an order, for the relief as set out in the Notice of Motion dated November 26, 2021, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the sixth report of the Receiver dated November 26, 2021 (the "**Sixth Report**"), the affidavit of Jacob Wiebe sworn November 26, 2021 (the "**Wiebe Affidavit**"), the affidavit of Christine Mason sworn November 19, 2021 (the "**Mason Affidavit**") and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp, counsel for the Respondents and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served, as appears from the affidavit of Mariela Adriana Gasparini sworn November 26, 2021.

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the Sixth Report.
3. **THIS COURT ORDERS** that the Sixth Report of the Receiver and the activities of the Receiver, as described in the Sixth Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
4. **THIS COURT ORDERS** that the interim statement of receipts and disbursements as at October 31, 2021, be and is hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period August 1, 2021 to October 31, 2021, as set out in the Wiebe Affidavit, be and is hereby approved.
6. **THIS COURT ORDERS** that the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver for the period August 1, 2021 to October 31, 2021, as set out in the Mason Affidavit, be and is hereby approved.
7. **THIS COURT ORDERS** that the Receiver is authorized to make a distribution to Clearflow Commercial Finance Corp. ("**Clearflow**") in the amount of \$2,400,000, from the proceeds of the Trigger Real Property, as described in the Sixth Report.

8. **THIS COURT ORDERS** that the Receiver is authorized to make a distribution to Waterloo North Condominium Corporation No. 9 in the amount of \$4,058.52, solely from the proceeds arising from the sale of the property located at 265 Old Post Rd, Waterloo, Ontario, in full and final settlement of all claims that Waterloo North Condominium Corporation No. 9 may have against any of the Respondents, or in the within receivership proceedings.

9. **THIS COURT ORDERS AND DECLARES** that all of the proceeds realized from the Personal Property Assets shall be applied to satisfy the amounts that have been paid, or will be paid, to GTL and BLG on account of the fees and disbursements of GTL and BLG, as secured by the Receiver's Charge established in the Appointment Order.

10. **THIS COURT ORDERS** that the settlement of certain claims advanced by J.B. Construction Inc. under the *Construction Act*, R.S.O. 1990, c. C.30, in respect of the supply of services and/or materials to the properties located at 157 Saugeen Beach Road, Port Elgin, Ontario (the "**Saugeen Property**") and 652 Colby Drive, Waterloo, Ontario (the "**Colby Property**") be and are hereby approved.

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale, INC. et al.

Applicant

Respondents

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

PROCEEDING COMMENCED AT
TORONTO

ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Appendix 23

COURT OF APPEAL FOR ONTARIO

CITATION: Clearflow Commercial Finance Corp. v. Gdak, 2022 ONCA 242

DATE: 20220322

DOCKET: C69606

Trotter, Coroza and Favreau JJ.A.

BETWEEN

Clearflow Commercial Finance Corp.

Applicant (Respondent)

and

Jaimee Lynn Gdak, Trigger Wholesale Inc., The En Cadre Group Inc., Mark Gdak and
Jaimak Real Properties Inc.

Respondents (Appellant)

Benjamin G. Blay, for the appellant

Jeffrey J. Simpson, for the respondent

Heard: February 17, 2022 by videoconference

On appeal from the order of Justice Bernadette Dietrich of the Superior Court of Justice,
dated May 26, 2021, with reasons reported at 2021 ONSC 3421.

REASONS FOR DECISION

[1] This appeal arises from an order enforcing a Guarantee executed by the appellant, Jaimee Lynn Gdak. Ms. Gdak guaranteed the full amount of the indebtedness of Trigger Wholesale Inc. (“Trigger”) in favour of Clearflow Commercial Finance Corp. (“Clearflow”). The motion judge found that the Guarantee was valid, binding and enforceable. Ms. Gdak appeals this order.

[2] At the conclusion of the hearing, we dismissed the appeal with reasons to follow. These are our reasons.

Background

[3] Clearflow provides financing services to Ontario businesses. Trigger, one of Clearflow’s clients, was in the business of importing and distributing firearms and ammunition in Canada. Mark and Jaimee Lynn Gdak are the sole shareholders, directors, and officers of Trigger. Clearflow alleges that Mr. Gdak orchestrated a massive fraud over a number of years against Clearflow, amounting to tens of millions of dollars in losses. The proceedings below and this appeal relate solely to the enforceability of the Guarantee.

[4] In April 2015, Clearflow extended three separate credit facilities to Trigger: factoring of accounts receivable (Clearflow’s main method of financing); purchase order financing; and discrete advances for business purposes. The details were set out in three

Credit Agreements. As part of this arrangement, on April 30, 2015, Mr. and Ms. Gdak jointly executed an unlimited and continuing Guarantee of the full amount of the indebtedness of Trigger in favour of Clearflow. The Gdaks are also officers and directors of The En Cadre Group – they both signed similar guarantees on behalf of En Cadre.

[5] When Ms. Gdak executed her guarantee, the total maximum indebtedness shown on the Credit Agreements was \$1.4M. By 2020, the actual debt had skyrocketed to \$48M.

[6] In 2019, before the allegedly fraudulent activities of Mr. Gdak and Trigger came to light, Mr. Gdak, on behalf of Trigger, approached Clearflow to restructure the then-existing credit facilities that would soon expire. He sought to renegotiate the Credit Agreements and have Ms. Gdak released from the Guarantee. As a result of the negotiations, Clearflow issued a proposal that would see Ms. Gdak released from the Guarantee. This was also reflected in drafts of the proposed financing documentation. However, this was all contingent on Mr. Gdak providing current financial statements. The negotiations dragged on into late 2020. The statements that were produced were not acceptable to Clearflow. Moreover, a field audit conducted on behalf of Clearflow uncovered the alleged fraudulent activities. Consequently, the deal fell apart. Clearflow refused to sign back the re-financing documents prepared by Trigger. Clearflow issued a written demand for all amounts owing. In the end, Clearflow never signed a document confirming that Ms. Gdak's Guarantee had been cancelled or released.

[7] In October 2020, Clearflow brought an application to recover \$48.6M it alleges it lost as a result of a fraudulent scheme engineered by Mr. Gdak and Trigger. Clearflow sought the appointment of a receiver over the assets, property, and undertakings of Trigger, En Cadre, and the Gdaks' real property, as well a Mareva injunction restraining the Gdaks from disposing of their property. The Mareva injunction was granted and Grant Thornton Ltd. was appointed as receiver in October 2020. While Mr. Gdak did not dispute the fraud claims, Ms. Gdak denies knowledge or participation in the scheme.

[8] Within the context of its application, Clearflow brought a motion to enforce the Guarantee and sought a finding of liability against both Mr. and Ms. Gdak. Mr. Gdak did not dispute liability pursuant to the Guarantee; he did not file any materials on the motion. Ms. Gdak vigorously resists enforcement.

[9] The Guarantee in question is a single-page document. It was signed by Mr. Gdak as "President" of Trigger; Ms. Gdak signed as "V.P." Under the heading "THE NATURE OF YOUR LIABILITY", the following condition is found:

Your liability under the Guarantee is CONTINUING, absolute and unconditional. It will not be limited, reduced, or otherwise affected by any one or more of the following events:

...

- any change in the terms or amount or existence of the Obligations.

...

- any event whatsoever that might be a defence available to the Customer for its obligation or a defence to you under this Guarantee, all of which are hereby waived.

[10] Ms. Gdak does not dispute signing the guarantee. Nor does she allege duress. Moreover, a lawyer who represented Trigger at the time, Brian Kelly, witnessed Ms. Gdak's signature on the Guarantee.

The Motion Judge's Decision

[11] Ms. Gdak resisted the enforcement of the Guarantee on a number of bases. As the motion judge said in para. 6 of her reasons:

Ms. Gdak denies liability on her Guarantee on the basis that there was an undisclosed material change in the principal amount of the indebtedness covered by the Guarantee, and because she did not have the opportunity to obtain independent legal advice. Alternatively, she asserts that the applicant, through its words and conduct, released her from her Guarantee.

[12] In thorough reasons, the motion judge rejected each of these submissions.

[13] The motion judge held that Ms. Gdak was not released from liability under the Guarantee as a result of a material change to the contractual arrangements between Clearflow and Trigger (i.e., the increasing extension of credit to Trigger, growing to \$48M). She rejected Ms. Gdak's claim that her liability was limited to \$1.4M.

[14] The motion judge recognized that a guarantor will be released from liability where the creditor and the principal debtor agree to a material change in the terms of the contract of debt without the guarantor's consent: see *Manulife Bank of Canada v. Conlin*, [1996] 3 S.C.R. 415. However, it is equally clear that it is open to parties to contract out of this protection. The motion judge found that Ms. Gdak did just that – she contracted out of this protection. The one-page document states in capital letters that her liability is "CONTINUING" and will not be limited, reduced, or otherwise affected by any change in the terms or the amount of the debt. The motion judge found that the advances were specifically contemplated and did not result in a materially different risk than the one to which Ms. Gdak agreed.

[15] The motion judge did not accept the submission that the Guarantee must be read narrowly to protect Ms. Gdak because she was a family member (the wife of Mr. Gdak) and because she was unsophisticated or vulnerable. There was no evidence that she signed the Guarantee as a matter of accommodation or as a favour for Mr. Gdak. The motion judge found that Ms. Gdak signed in her capacity as an officer and shareholder of Trigger.

[16] The only argument advanced by Ms. Gdak in support of her claim of unsophistication was that she did not finish high school. The motion judge held that, "[I]ack of a high school diploma, in my view, does not equate to a lack of sophistication. Nor does it...indicate a lack of intelligence or an inability to read and comprehend a one-page guarantee." The motion judge further found that Ms. Gdak was significantly involved in running the business.

[17] The motion judge found that, even if she had found that the Guarantee should be interpreted narrowly, this would not assist Ms. Gdak. She found that the definition of the word "Obligations" in the Guarantee ought not to be limited in the manner submitted by Ms. Gdak. It was clear that she guaranteed debts arising from all three credit facilities, and in particular, the factoring of accounts receivable (the credit facility that generated the vast majority of the outstanding debt to Clearflow).

[18] The motion judge rejected Ms. Gdak's claim that the Guarantee was unenforceable because she did not receive independent legal advice. The motion judge observed that the Guarantee was signed in the presence of (indeed, witnessed by) Trigger's lawyer, and Ms. Gdak was a director of Trigger. Moreover, the motion judge found that there was no evidence of undue influence, unconscionability, fraud, or misrepresentation. Again, this aspect of Ms. Gdak's position amounted to a claim of a lack

of sophistication, already rejected by the motion judge. She rejected Ms. Gdak's claim that she did not know that she was a director of Trigger. The motion judge engaged in a detailed review of Ms. Gdak's day-to-day involvement in the business in reaching this conclusion.

[19] Lastly, the motion judge did not accept Ms. Gdak's submission that Clearflow released her from her Guarantee through its words and conduct and was thereby estopped from asserting that the negotiations were never consummated. The motion judge found that the Guarantee provides that it shall be binding unless a release of the guarantor is expressly made in writing by Clearflow and authorized by its Board of Directors. It was not. The negotiated release was conditional on Trigger providing the requested financial statements. They were not provided in an acceptable form; moreover, the field audit revealed alleged fraud. The motion judge found that Ms. Gdak was not released.

Discussion

[20] On appeal, Ms. Gdak repeats the same arguments that were made before the motion judge in the hope of a different result. However, she has failed to identify an error of law or principle, nor any palpable and overriding error of fact.

The Standard of Review

[21] The appellant insists that the Guarantee is a standard form contract that must be interpreted on a standard of correctness: see *Ledcor Construction Ltd. v. Northbridge Indemnity Insurance Co.*, 2016 SCC 37, [2016] 2 S.C.R. 23.

[22] The respondent disputes this characterization, submitting that, in order for the correctness standard to apply, the following three requirements must be met: (i) the appeal must involve the interpretation of a standard form contract; (ii) the interpretation at issue is of precedential value; and (iii) there is no meaningful factual matrix that would assist in the interpretation of the contract: see *Ledcor*, at para. 24.

[23] We agree with the respondent that elements (ii) and (iii) are not satisfied in this case. The motion judge's interpretation of the Guarantee will have no precedential value, mainly because the factual matrix between the parties was critical to the motion judge's interpretation of the Guarantee. Consequently, the appellant cannot justify the application of the exception to the Supreme Court's holding in *Sattva Capital Corp. v. Creston Molly Corp.*, 2014 SCC 53, [2014] 2 S.C.R. 633, that contractual interpretation is a question of mixed fact and law and subject to deferential review on appeal. Even if it could be said that the correctness standard is applicable, we see no error in the motion judge's analysis.

No Independent Legal Advice

[24] The appellant submits that the motion judge erred by casting the onus of proof on her to establish that she did not receive independent legal advice. The appellant submits that she was put in the impossible position of having to prove a negative. We do not accept this submission. The appellant sought to resist the enforcement of the Guarantee based on a number of putative defences, one being her failure to receive independent legal advice. Clearly, she carried the onus on this issue.

[25] In any event, the motion judge found that independent legal advice was not required in the circumstances. She found that Ms. Gdak was an officer and director of Trigger and that she signed the Guarantee in that capacity. Ms. Gdak had the opportunity to consult with a lawyer, Mr. Kelly, who witnessed the signatures of both Mr. and Ms. Gdak. She could have asked him for advice about the Guarantee.

Lack of Sophistication and Unconscionability

[26] The appellant submits that the motion judge erred in failing to find that the appellant lacked sophistication and that this resulted in a serious inequality of bargaining power in relation to Clearflow. In making this submission, counsel placed great emphasis on the fact that Ms. Gdak did not complete high school.

[27] We do not accept this submission. We agree with the motion judge that a failure to complete high school does not equate with a lack of sophistication. In any event, the motion judge took into account a number of circumstances in rejecting the submission that Ms. Gdak lacked sophistication, including evidence that demonstrated the extensive and important roles she played in the day-to-day operation of the business. Although Martin Rees (the partner of Clearflow with whom the Gdaks were dealing) may have had considerable experience in commercial transactions, this did not render Ms. Gdak unsophisticated. Moreover, we see no basis to disturb the motion judge's conclusion that Ms. Gdak had failed to establish unconscionability or undue influence.

"Inscrutability" of the Document

[28] The appellant submits that the motion judge paid no attention to the "inscrutability" of the Guarantee. In other words, she submits that the print on the document was too small.

[29] In our view, this is not a legitimate basis to render the document unenforceable. The document is a single page in length. Although the print is small, it is readable. This is self-evident. There was no expert evidence adduced on the application on this issue. In the absence of evidence of improper tactics on the part of Clearflow, and there is none, the size of the print of the document is not a basis for refusing to enforce the Guarantee.

Error as to the Appellant's Role in the Company

[30] The appellant submits that the motion judge erred in making the following statement, at para. 61: "[a]s a director, Ms. Gdak would have been required to sign off on the financial statements for these companies. The annual financial statements would have reflected the indebtedness to the applicant, which would have been easy for her to track year over year." As the appellant points out, s. 159(1) of the *Ontario Business Corporations Act*, R.S.O. 1990, c. B.16 ("the *OBCA*") requires that the financial statements of an Ontario company be "approved by *the board of directors* and the approval shall be evidenced by the signature at the foot of the balance sheet of *any director authorized to sign*" (emphasis added).

[31] Mr. and Ms. Gdak were the sole directors of the company. Whether or not Ms. Gdak provided the signature evidencing the approval of the board, she was obliged by the *OBCA* to exercise "the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances" (s. 134(1)) and she was required to comply with all provisions of that act (s. 134(2)).

[32] In our view, the motion judge made no error in concluding that Ms. Gdak had legal obligations as one of two directors of Trigger. This was merely one factor that informed the motion judge's conclusion that she was aware of Trigger's ballooning indebtedness to Clearflow.

Insufficient Reasons

[33] The appellant submits that the reasons of the motion judge are insufficient in that they fail to explain why she preferred the evidence of Clearflow over that of Ms. Gdak. We disagree.

[34] The motion judge provided comprehensive reasons that are more than sufficient to permit appellate review. She evaluated Ms. Gdak's evidence against the whole of the evidence. The motion judge found her evidence lacking on many points, either because it was contradicted by other evidence, or because it was simply not credible. The appellant's complaint is more in the nature of a disagreement with the motion judge's credibility assessments, rather than the manner in which she explained the conclusions that she reached.

Clearflow's Breach of the Agreement

[35] The appellant submits that the motion judge erred in how she addressed the argument that the Guarantee was unenforceable against her because Clearflow breached the agreement. Essentially, the submission is that Clearflow breached the agreement by extending financing facilities in excess of the original projected amounts of \$1.4M (i.e., giving Trigger more money than they originally requested). We do not accept this submission.

[36] As noted in para. 14 above, the motion judge found that Ms. Gdak had contracted out of any protection to which she may have been entitled at common law. By its very terms, the Guarantee was a "continuing guarantee" for all obligations and indebtedness in favour of Clearflow. The terms and conditions of the credit facilities extended to Trigger never changed in a way that was not contemplated by the Guarantee. The motion judge also found that Ms. Gdak knew or ought to have known that her liability had increased over time.

Contra Proferentem and the Eiusdem Generis Rule

[37] Lastly, the appellant submits that the terms of the Guarantee should be construed against the drafter of the document (i.e., Clearflow). However, the *contra proferentem* rule is only applied in the face of an ambiguity in the impugned contract: *Manulife Bank of Canada v. Conlin*, [1996] 3 S.C.R. 415. As Cory J. held at p. 425, "if there is any ambiguity in the terms used in the guarantee, the words of the documents should be construed against the party which drew it." We agree with trial judge's refusal to apply the *contra proferentem* rule. The appellant is unable to identify any ambiguity in the Guarantee.

[38] The appellant submits that she should be released from her liability by virtue of the *eiusdem generis* principle. She submits that the motion judge ought to have applied this principle when interpreting the term "Obligations" in the Guarantee. The term is described as "all present and future lease payments and obligations, conditional sale installments and obligations, and any other debts and liabilities." The appellant contends that the debts arising from the credit facilities extended to Trigger, especially the factoring of accounts receivable, are of a different nature than the specific "Obligations" described in the Guarantee. As the reasoning goes, she should not be liable under the Guarantee for these debts.

[39] We do not accept this submission. The factoring of accounts receivable was at the core of the financing relationship between Clearflow and Trigger. It accounts for the lion's share of Trigger's indebtedness to Clearflow, of which all parties, including the appellant, were well aware. We adopt the following passage from paras. 63-64 of the motion judge's reasons:

Accordingly, I find that a narrow interpretation of the terms of the Guarantee is not warranted in this case. Had I decided this point differently, I would nonetheless have rejected Ms. Gdak's interpretation of the definition of "Obligations" in the Guarantee. "Obligations" is defined to include "all present, and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities." Ms. Gdak submits that the *ejusdem generis* interpretation maxim ought to apply such that "any other debts and liabilities" must be read narrowly to include only debts of the same class or kind, being debts of a similar nature to lease payments and conditional sale instalments, and that the applicant has led no evidence of indebtedness that falls into that class.

I reject this highly technical interpretation. I agree with the applicant that the phrase "other debts and liabilities" covers each of the credit facilities that the applicant offered and provided to Trigger. It would have been obvious to the parties entering into the financing arrangements that the Guarantees were in respect of the funds being advanced in accordance with the April 23, 2015 funding proposal. That proposal specifically refers to the credit being advanced and the Guarantees of each of En Cadre, Mr. Gdak and Ms. Gdak. Trigger's credit facilities did not include lease payments or conditional sale instalments. It is therefore apparent that the Guarantees were intended to cover other debts and liabilities, such as those described in the April 23, 2015 funding proposal and advanced by the applicant. This is the only logical interpretation of the Guarantee considering the factual matrix at the time the credit facility documentation, including the Guarantees, was executed.

Disposition

[40] The appeal is dismissed. As agreed by the parties, the respondent is entitled to its costs on a partial indemnity basis in the amount of \$16,250, inclusive of taxes and disbursements.

"Gary Trotter J.A."

"S. Coroza J.A."

"L. Favreau J.A."

Appendix 24

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

SEVENTH REPORT OF THE RECEIVER

April 20, 2022



200 King Street West
11th Floor
Toronto, Ontario, M5H 3T4

TABLE OF CONTENTS

INDEX OF APPENDICES	2
INTRODUCTION	3
DISCLAIMER	7
PURPOSE OF THE SEVENTH REPORT	8
BACKGROUND	8
SALE OF 250 LIONS COURT.....	9
LIONS COURT LIEN	10
TRIGGER INDEBTEDNESS	10
PAYMENTS TO JIM CLAYTON.....	11
TERMINATION OF THE MAREVA INJUNCTION	13
APPROVAL OF PROFESSIONAL FEES	14
RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP	15
SUMMARY AND RECOMMENDATION	15

INDEX OF APPENDICES

Appendix 1	Interim Receivership Order and Endorsement dated October 13, 2020
Appendix 2	Affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson each sworn October 9, 2020 (without appendices)
Appendix 3	First Report of the Interim Receiver dated October 21, 2020 (without appendices)
Appendix 4	Receivership Order dated October 22, 2020
Appendix 5	First Report of the Receiver dated November 20, 2020 (without appendices)
Appendix 6	Baker Road Approval and Vesting Order and Endorsement of the Honourable Madam Justice Dietrich dated December 1, 2020
Appendix 7	Second Report of the Receiver dated February 12, 2021 (without appendices)
Appendix 8	Supplemental Report to the Second Report of the Receiver dated March 16, 2021 (without appendices)
Appendix 9	Inventory Approval and Vesting Order and Endorsement dated March 17, 2021
Appendix 10	Sea Ray Approval and Vesting Order and Endorsement dated March 17, 2021
Appendix 11	Order for Directions and Endorsement dated March 31, 2021
Appendix 12	Endorsement of the Honourable Madam Justice Dietrich dated April 15, 2021
Appendix 13	Reasons for Decision dated May 26, 2021 of the Honourable Madam Justice Dietrich
Appendix 14	Judgment dated May 26, 2021 of the Honourable Madam Justice Dietrich
Appendix 15	Third Report of the Receiver dated May 10, 2021 (without appendices)
Appendix 16	Saugeen Beach Road Approval and Vesting Order dated May 18, 2021
Appendix 17	Fourth Report of the Receiver dated June 4, 2021 (without appendices)
Appendix 18	652 Colby Drive Approval and Vesting Order and Distribution Order dated June 14, 2021
Appendix 19	Fifth Report of the Receiver dated August 12, 2021 (without appendices)
Appendix 20	Old Post Road Approval and Vesting Order and the August 20, 2021 Distribution Order, along with the Endorsement of Justice Conway
Appendix 21	Sixth Report of the Receiver dated November 26, 2021
Appendix 22	December 6, 2021 Distribution Order along with the Endorsement of Justice Cavanagh
Appendix 23	Gdak Judgement - Reasons for Decision from the Ontario Court of Appeal dated February 17, 2022
Appendix 24	Clearflow Debt Confirmations as at June 30, 2020
Appendix 25	Fee Affidavit of Jacob Wiebe sworn April 20, 2022
Appendix 26	Fee Affidavit of Christine Mason sworn April 8, 2022
Appendix 27	Statement of Receipts and Disbursements as at March 31, 2022

INTRODUCTION

1. Grant Thornton Limited (“**GTL**”) was appointed as Interim Receiver (the “**Interim Receiver**”) of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”) by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 13, 2020 (the “**Interim Receivership Order**”). Copies of the Interim Receivership Order and the Endorsement of the Honourable Madam Justice Gilmore are attached hereto as **Appendix “1”**.
2. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the Interim Receiver, are contained in the affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson, each sworn October 9, 2020 (the “**Clearflow Affidavits**”) in support of Clearflow Commercial Finance Corp.’s (“**Clearflow**”) application for the appointment of the Interim Receiver. A copy of the Clearflow Affidavits, without appendices, are attached hereto as **Appendix “2”**. Clearflow is the primary secured creditor of the Debtors.
3. The Interim Receiver filed its first report to the Court dated October 21, 2020 (the “**Interim Receiver’s Report**”) in support of Clearflow’s application to convert the Interim Receivership Order, to a national receiver, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). A copy of the Interim Receiver’s Report is attached hereto as **Appendix “3”** without appendices.
4. Pursuant to an order of the Honourable Mr. Justice McEwen dated October 22, 2020, GTL was appointed as the Receiver (the “**Receiver**”) over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak, pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “4”**.

5. The Receiver filed its first report to Court dated November 20, 2020 (the “**First Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 43 Baker Road, Port Elgin, Ontario. A copy of the First Report is attached hereto as **Appendix “5”** without appendices.
6. On December 1, 2020, the Court issued an order providing the relief requested by the Receiver in the First Report (the “**Baker Road Approval and Vesting Order**”). A copy of the Baker Road Approval and Vesting Order, along with the Endorsement of Justice Dietrich is attached hereto as **Appendix “6”**.
7. The Receiver filed its second report to the Court dated February 12, 2021 (the “**Second Report**”) and a supplemental report to the second report dated March 16, 2021 (the “**Supplemental Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of the Inventory Transaction and the Sea Ray Transaction and requesting directions in respect of the Real Property Assets and Personal Property Assets, all as defined in the Second Report. Copies of the Second Report and the Supplemental Report are attached hereto as **Appendices “7”** and “**8**” respectively, without appendices.
8. On March 17, 2021, the Court issued approval and vesting orders in respect of the Inventory Transaction (the “**Inventory Sale Approval and Vesting Order**”) and the Sea Ray Transaction (the “**Sea Ray Approval and Vesting Order**”). Copies of the Inventory Sale Approval and Vesting Order and the Sea Ray Approval and Vesting Order, along with the Endorsement of Justice Dietrich are attached hereto as **Appendices “9”** and “**10**” respectively.
9. On March 31, 2021, the Court issued an order providing directions to the Receiver in respect of the Personal Property Assets and the Real Property Assets, all as defined in the Second Report (the “**March 31, 2021 Order for Directions**”). A copy of the March 31, 2021 Order for Directions, along with the Endorsement of Justice Dietrich is attached hereto as **Appendix “11”**.
10. Pursuant to an a consent Endorsement dated April 15, 2021, Justice Dietrich ordered the amount of \$3,000 per month, on account of the personal living expenses, shall be paid to each of Mark Gdak (“**Mr. Gdak**”) and Jaimee Lynn Gdak (“**Ms. Gdak**”), from the receivership estate, for a total of \$6,000 on a monthly basis, retroactive to the date of the Mareva Order, net of amounts already advanced. A

copy of the April 15, 2021 Endorsement of Justice Dietrich is attached hereto as **Appendix “12”**.

11. On May 26, 2021, Justice Dietrich released the Reasons for Decision in respect of the motion brought by Clearflow to enforce the guarantees executed by Mr. Gdak and Ms. Gdak in its favour. The Court issued a Judgment on May 26, 2021 (the **“Gdak Judgment”**) declaring that the guarantees executed by each of Mr. Gdak and Ms. Gdak in favour of Clearflow are enforceable. The issue of the quantum of the liability on the guarantees is to be addressed at a case conference at a future date. Ms. Gdak appealed the Judgment to the Court of Appeal for Ontario, which appeal was heard on February 17, 2022, while Mr. Gdak did not take steps to pursue an appeal of the Judgment. Copies of the Reasons for Decision dated May 26, 2021 and the Judgment dated May 26, 2021 are attached hereto as **Appendices “13”** and **“14”** respectively.
12. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Real Property Assets, all as defined in the Second Report, with the exception of the real property municipally known as 250 Lions Court, Waterloo, Ontario, are assets of Trigger.
13. The Receiver filed its third report to Court dated May 10, 2021 (the **“Third Report”**) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 157 Saugeen Beach Road, Port Elgin, Ontario (the **“Saugeen Beach Road Transaction”**). A copy of the Third Report is attached hereto as **Appendix “15”** without appendices.
14. On May 18, 2021, the Court issued an approval and vesting order in respect of the Saugeen Beach Road Transaction (the **“Saugeen Beach Road Approval and Vesting Order”**). A copy of the Saugeen Beach Road Approval and Vesting Order, along with the Endorsement of Justice Hainey is attached hereto as **Appendix “16”**.
15. The Receiver issued its fourth report to Court dated June 4, 2021 (the **“Fourth Report”**) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 652 Colby Drive, Waterloo, Ontario (the **“652 Colby Drive Transaction”**). A copy of the Fourth Report is attached hereto as **Appendix “17”** without appendices.

16. On June 14, 2021, the Court issued an approval and vesting order in respect of the 652 Colby Drive Transaction and an order authorizing the Receiver to distribute the proceeds of realization from the Inventory and Accounts Receivable, as defined in the Second Report, (the “**Colby Drive Approval and Vesting Order and Initial Distribution Order**”). Copies of the Colby Drive Approval and Vesting Order and Initial Distribution Order, along with the Endorsement of Justice Cavanagh, are attached hereto as **Appendix “18”**.
17. The Receiver issued its fifth report to Court dated August 12, 2021 (the “**Fifth Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 265 Old Post Road, Waterloo, Ontario (the “**Old Post Road Transaction**”) and authorizing the Receiver to make an interim distribution to Clearflow. A copy of the Fifth Report is attached hereto as **Appendix “19”** without appendices.
18. On August 20, 2021, the Court issued an approval and vesting order in respect of the Old Post Road Transaction and an order authorizing the Receiver to make an interim distribution to Clearflow from the proceeds of realization from the Trigger Real Property, as defined in the Second Report, (the “**Old Post Road Approval and Vesting Order and August 20, 2021 Distribution Order**”). Copies of the Old Post Road Approval and Vesting Order and the August 20, 2021 Distribution Order, along with the Endorsement of Justice Conway, are attached hereto as **Appendix “20”**.
19. The Receiver issued its sixth report to Court dated November 26, 2021 which, amongst other things, requested an order authorizing and directing the Receiver to complete a settlement with J.B. Construction Inc. (the “**JBC Settlement**”); to apply the proceeds from the sale of the Personal Property Assets (as defined in the Second Report) against the fees and expenses of the Receiver and its counsel; and, to make an interim distribution to Clearflow from the proceeds of realization from the Trigger Real Property, as defined in the Second Report. A copy of the Sixth Report is attached hereto as **Appendix “21”** without appendices.
20. On December 6, 2021, the Court issued an order authorizing the Receiver to complete the JBC Settlement; apply the proceeds from the sale of the Personal Property Assets against the fees and expenses of the Receiver and its counsel; and, to make an interim distribution to Clearflow from the proceeds of realization

from the Trigger Real Property (the “**December 6, 2021 Distribution Order**”). Copies of the December 6, 2021 Distribution Order, along with the Endorsement of Justice Cavanagh, are attached hereto as **Appendix “22”**.

21. Ms. Gdak’s appeal of the Gdak Judgement was heard by the Court of Appeal for Ontario on February 17, 2022. The Appeal was dismissed. A copy of the Reasons from the Court of Appeal for Ontario are attached hereto as **Appendix “23”**.
22. In accordance with the Court’s e-service protocol, all materials filed with the Court in this matter are available on the Receiver’s case website at www.GrantThornton.ca/TWI.

DISCLAIMER

23. In preparing this seventh report of the Receiver to Court (the “**Seventh Report**”), the Receiver has reviewed certain unaudited financial information and certain financial information relating to the Debtors. While the Receiver has performed a preliminary review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards (“**GAAS**”), or International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.
24. This Seventh Report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to grant the relief sought by the Receiver. Accordingly, the reader is cautioned that this Seventh Report may not be appropriate for any other purpose.
25. All references to dollar amounts in this Seventh Report are in Canadian currency, unless otherwise noted.

PURPOSE OF THE SEVENTH REPORT

26. The purpose of this Seventh Report is to advise the Court on the Receiver's activities since the date of the Sixth Report and to provide information to the Court pertaining to the Receiver's request for Orders:
- a) approving the Seventh Report and the activities of the Receiver described therein;
 - b) authorizing the Receiver to market and list Lions Court for sale;
 - c) approving the Receiver's Interim Statement of Receipts and Disbursements as at March 31, 2022 (the "**SRD**");
 - d) approving the fees and disbursements of the Receiver for the period November 1, 2021 to March 31, 2022, as set out in the affidavit of Jacob Wiebe, sworn April 20, 2021; and
 - e) approving the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver, for the period November 1, 2021 to March 31, 2022, as set out in the affidavit of Christine Mason, sworn April 8, 2022.

BACKGROUND

27. The Debtors are incorporated in Ontario and were in the business of importing and distributing firearms and ammunition to customers throughout Canada. The Debtors' customers allegedly included Canadian Tire and Home Hardware, as well as many small gun shops, outdoor stores, police forces and the Canadian military. The registered address for the Debtors is 588 Colby Drive, Suite #1, Waterloo, Ontario (the "**Colby Drive Premises**").
28. Clearflow provided accounts receivable ("**AR**") factoring services to Trigger. As described in the Interim Receiver's Report, the First Report and the Second Report, Trigger did not conduct any business with the customers on the AR listings provided to Clearflow for factoring and all the invoices factored by Clearflow were false. While Trigger represented to Clearflow that its AR totalled \$64,074,258 as at October 13, 2020, the actual AR was \$944,073 and none of the real customer invoices were factored by Clearflow.
29. In the Second Report, the Receiver described how the Personal Property Assets and the Real Property Assets, all as defined in the Second Report, were all

purchased with Trigger funds, which were obtained from Clearflow. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Trigger Real Property are property of Trigger.

SALE OF 250 LIONS COURT

30. The Second Report was filed with the Court in support of the Receiver's request for an Order authorizing the Receiver to market for sale the Real Property (as defined in the Second Report) including Lions Court.
31. Ms. Gdak filed a cross motion seeking to remove Lions Court from the within receivership proceedings.
32. The March 31, 2021 Order for Directions refused Ms. Gdak's request to remove Lions Court from the receivership, however it did not authorize the Receiver to market Lions Court in furtherance of a sale of Lions Court.
33. In the Endorsement of Justice Dietrich dated March 31, 2021, Her Honour reasoned that the decision not to authorize the Receiver to market Lions Court for a possible sale, was due to the issue of Ms. Gdak's liability on her personal guarantee not having been determined, at that time.
34. On May 26, 2021, Justice Dietrich released her Reasons for Decision (the "**Guarantee Decision**"), which found Ms. Gdak liable on her personal guarantee.
35. As previously noted, Ms. Gdak appealed the Guarantee Decision, which appeal was dismissed by the Court of Appeal for Ontario on February 17, 2022. Ms. Gdak has not sought leave to appeal to the Supreme Court of Canada.
36. In light of Guarantee Decision and the disposition of the appeal by Ms. Gdak on her personal guarantee, the Receiver is now seeking direction from the Court to market Lions Court, in furtherance of a sale of Lions Court at a future date, now that the issue of Ms. Gdak's liability has been determined. Any proposed transaction for a sale of Lions Court will be the subject of a future motion for an Approval and Vesting Order, in accordance with paragraph 5(k) of the Receivership Order.
37. The Receiver understands that Clearflow supports the relief sought with respect to the marketing and subsequent sale of Lions Court in the within receivership proceedings.

Lions Court Lien

38. In the Fifth Report, the Receiver detailed that there are a number of liens that are filed against the Real Property, including against Lions Court. There was one lien filed against Lions Court, which is summarized as follows:

Property	Claimant	Type of Lien	Amount
250 Lions Court	Ace Lawn Care Inc. (“ Ace ”)	Construction	\$21,228

39. The Receiver and its counsel have had discussions with counsel for Ace, with a view to resolving the liens filed by Ace. In the event that the lien filed by Ace against Lions Court is not resolved by the time Lions Court is sold, the Receiver intends to seek Court authorization to hold back sufficient funds on account of this lien, prior to making any distribution from the proceeds of the sale of Lions Court.

TRIGGER INDEBTEDNESS

40. The Clearflow Affidavits state the amount owing from Trigger is \$48,252,279.75.
41. The Receiver completed a reconciliation of this balance to Trigger’s records in order to determine if the amount reported by Clearflow was correct.
42. As part of Clearflow’s 2020 year end audit process, Clearflow sent three letters to Trigger asking that Trigger confirm the amounts owing to Clearflow as at June 30, 2020 for three separate borrowing facilities. Mark Gdak signed these letters on behalf of Trigger confirming the amounts owing (the “**Clearflow Debt Confirmations**”). Copies of the Clearflow Debt Confirmations are attached as **Appendix “24”**.
43. The Receiver used this as a starting point to reconcile the amount owing to Clearflow by Trigger and then reviewed the Trigger bank statements from July 1, 2020 onwards to identify all advances and repayments to and from Clearflow and compared these transactions to Clearflow’s records. These transactions all matched Clearflow records.

44. Clearflow provided the Receiver with details of the fees charged by Clearflow from July 1, 2020 onwards, which the Receiver added to the amount owing. The following table summarizes the Receiver's reconciliation.

<u>Balance Confirmation as at June 30, 2020</u>	
Accounts Receivable Factoring Facility	\$ 58,760,172.28
Less: Cash Reserves	(20,507,958.89)
Net Factoring Advances	\$ 38,252,213.39
Purchase Order Financing Loan	6,000,000.00
Loan	1,500,000.00
Total Confirmed Loan Balance as at June 30, 2020	\$ 45,752,213.39
<u>Activity after July 1, 2020</u>	
Clearflow Advances	42,224,351.87
Repayments to Clearflow	(43,802,969.13)
Clearflow Fees	4,008,935.62
Clearflow Fees	360,000.00
Service Charges	1,200.00
Total Balance Owing	\$ 48,543,731.75

45. This balance is \$81,548 less than the amount stated in the Clearflow Affidavits. This difference represents an advance that was authorized to be advanced to Trigger on October 2, 2022, but was stopped by Clearflow.
46. The amount owing to Clearflow by Trigger, as at the date of the Receiver's appointment is therefore \$48,543,731.75.
47. The Receiver provided this reconciliation to counsel for the Respondents on February 25, 2022 and has not received any questions regarding this reconciliation.

PAYMENTS TO JIM CLAYTON

48. In the Second Report, the Receiver advised that during its review of Trigger's banking activity, the Receiver identified the following three transactions whereby funds totalling \$130,000.00 appear to have been paid to Jim Clayton ("Mr. Clayton"), who is Ms. Gdak's father.

01/13/2017	E-TRANSFER000000265619 JimClayton 4506*****671	3,000.00
01/16/2017	E-TRANSFER000000263261 JimClayton 4506*****671	2,000.00
06/30/2020	Bank Draft payable to Jim Clayton	125,000.00
		130,000.00

49. During Mr. Gdak's examination on April 20, 2021, Mr. Gdak advised that these payments represented repayments of a loan advanced by Jim Clayton to Trigger.
50. On February 2, 2022 the Receiver's counsel wrote to Mr. Clayton and requested that he provide all documentation in respect of this loan.
51. On February 16, 2022 Mr. Clayton replied and advised that a \$125,000 loan was advanced to Mr. Gdak in two bank drafts; \$100,000 on June 5, 2020; and, \$25,000 on June 8, 2020. Mr. Clayton also advised that the loan was repaid on June 30, 2020.
52. On February 16, 2022 Mr. Clayton further replied that while the bank drafts were payable to Mr. Gdak, Mr. Gdak had advised him that the funds were needed by Trigger.
53. The Receiver requested that Mr. Clayton provide copies of these bank drafts. On March 11, 2022, Mr. Clayton provided the drafts which were payable to Mr. Gdak on the dates previously advised by Mr. Clayton.
54. The Receiver reviewed the bank account details for Mr. Gdak and Ms. Gdak's personal bank account and was able to verify that the two bank drafts were deposited to this account. The Receiver also noted that there was a \$100,000 cheque issued on the same day as the \$100,000 deposit and two transfers of \$10,000 each on the same day as the \$25,000 deposit as shown below. The remaining \$5,000 of the \$25,000 loan advance remained in Mr. Gdak and Ms. Gdaks' personal bank account.

Jun 05	Deposit	100,000.00	101,800.95
Jun 05	Cheque, NO.29	100,000.00	1,800.95
Jun 08	Deposit	25,000.00	28,411.07
Jun 08	Transfer, 3056-1996-271 3587	10,000.00	18,411.07
Jun 08	Transfer, 3056-1996-271 3587	10,000.00	8,411.07

55. The Receiver obtained a copy of Cheque No. 29 in the amount of \$100,000 and noted that it was payable to Peak Realty Ltd., with a notation that it is Jaimak's second deposit for 652 Colby Drive ("**Colby Drive**"). The proceeds of this loan

advance were therefore converted to equity in Colby Drive. The Receiver sold Colby Drive and the sale proceeds were distributed to Clearflow, with Court approval.

56. The two transfers of \$10,000 went to Trigger's operating account and Trigger immediately made a \$10,000 payment to Ace. This payment will have reduced the amount owing to Ace and thereby the value of the Ace lien claims. The reduction of the Ace lien claims will also benefit Clearflow.
57. It therefore appears that despite the loan being advanced to Mr. Gdak, \$120,000 of the \$125,000 loan was paid to Jaimak and Trigger and the Clearflow received a direct benefit of \$110,000, through distributions in the receivership proceedings.
58. The Receiver therefore does not intend to take any further steps in connection with this issue and the payments to Mr. Clayton, as noted in paragraph 48 above.

TERMINATION OF THE MAREVA INJUNCTION

59. The Interim Receivership Order includes certain Mareva Injunction terms, including paragraph 9, which states:

9. **THIS COURT ORDERS** that pending the return of the within Application, the Respondents Mark Gdak, Jaimee Gdak and Jaimak Real Properties Inc. shall not transfer, alienate, deplete or encumber any of their real or personal property with a value over \$5,000 in any one transaction and \$20,000 in the aggregate of all such transactions, except for the purpose of providing retainers to legal counsel.

60. The Mareva Injunction was continued by virtue of paragraph 11 of the Receivership Order, which states:

11. **THIS COURT ORDERS** that paragraphs 8, 9, 10 and 11 of the Interim Receivership Order are hereby continued until further Order of this Court.

61. Clearflow has served a Motion Record returnable April 22, 2022 in which Clearflow seeks to have the Mareva Injunction terminated.
62. On April 15, 2021, Justice Dietrich issued the following Endorsement (the "**April 15, 2021 Endorsement**").

On consent of the Receiver and of Clearflow, it is ordered nunc pro tunc that the amount of \$3,000 per month on account of personal living expenses (the “Personal Allowance Payments”) shall be paid by the Receiver to each of Mark Gdak and Jaimee Lynn Gdak from the proceeds of the Receivership, for a total of \$6,000 on a monthly basis, retroactive to the date of the Mareva order (October 13, 2020), net of amounts already advanced.

63. The April 15, 2021 Endorsement was made to provide for living expenses for each of Mr. Gdak and Ms. Gdak, as a result of the Mareva provisions in the Interim Receivership Order and the Receivership Order, which prevented Mr. Gdak and Ms. Gdak from dealing with their personal assets.
64. The Receiver has made payments totalling a combined \$6,000 to Mr. Gdak and Ms. Gdak each month in accordance with the April 15, 2021 Endorsement.
65. The Receiver intends to cease making monthly payments to Mr. Gdak and Ms. Gdak if the relief sought by Clearflow in connection with the Motion on April 22, 2022 is granted, such that the Mareva Injunction provided for in the Interim Receivership Order and the Receivership Order is terminated.
66. In the Sixth Report the Receiver advised that it understands that Lerner's LLP (“**Lerner's**”), counsel for Mark Gdak, and the Debtors, has been able to access certain insurance coverage to pay their legal fees and disbursements throughout the receivership proceedings. Lerner's also advised that the insurer does not pay an amount equivalent to the standard rates of Lerner's. Accordingly, Lerner's has advised the Receiver that it may seek an Order directing the Receiver to pay to Lerner's the difference between the hourly rates paid by the insurer and the Lerner's standard hourly rates. Lerner's advises the Receiver that this differential is in the range of between \$130,000 to \$200,000. As of the date of this Seventh Report, Lerner's has not brought a motion seeking this relief from the Court.

APPROVAL OF PROFESSIONAL FEES

67. The Receiver and its counsel have maintained detailed records of their professional fees.
68. Pursuant to paragraph 27 of the Receivership Order, the Receiver and its counsel shall be paid their reasonable fees and disbursements and a charge (the “**Receiver's Charge**”) was granted on the Property (as defined in the Receivership Order), as security for such fees and disbursements.

69. The total fees and disbursements of the Receiver from November 1, 2021 to March 31, 2022 amount to \$87,122.33 inclusive of disbursements and HST and are more particularly described in the affidavit of Jacob Wiebe sworn April 20, 2022, a copy of which is attached hereto as **Appendix "25"**.
70. The total fees and disbursements of the Receiver's counsel, BLG, from November 1, 2021 to March 31, 2022 amount to \$102,963.35 inclusive of disbursements and HST and are more particularly described in the affidavit of Christine Mason sworn April 8, 2022, a copy of which is attached hereto as **Appendix "26"**.
71. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP

72. The SRD, including the proposed distributions, is attached hereto as **Appendix "27"**.

SUMMARY AND RECOMMENDATION

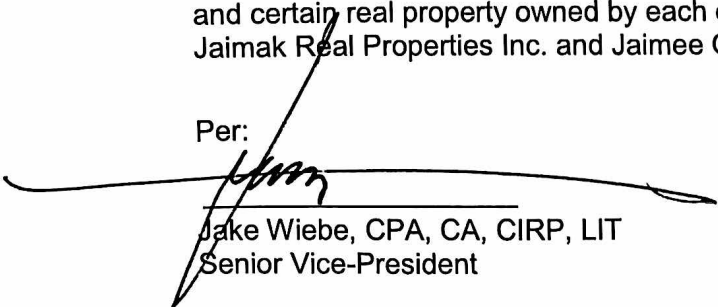
73. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the relief sought, as detailed in paragraph 26 of this Seventh Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

In its capacity as Court Appointed Interim Receiver and Receiver of Trigger Wholesale, Inc. The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. and Jaimee Gdak

Per:



Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice-President

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.**

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

SEVENTH REPORT OF THE RECEIVER

GRANT THORNTON LIMITED

200 King Street West

11th Floor

Toronto, ON, M5H 3T4

Tel. 416-366-0100

Fax. 416-360-4948

Email Jake.Wiebe@ca.gt.com

Appendix 25



Electronically issued
Délivré par voie électronique : 03-May-2022
Toronto

Court File No. CV-20-00649154-00CL

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

THE HONOURABLE	)	FRIDAY, THE 29 th
	)	
MR JUSTICE MCEWEN	)	DAY OF APRIL, 2022

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

ORDER

THIS MOTION, made by Grant Thornton Limited (“**GTL**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) of the assets, property and undertaking of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the “**Debtors**”) and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, as set out in Schedule “A” (collectively, the “**Real Property**”) to the Order of Mr. Justice McEwen dated October 22, 2020 (the “**Appointment Order**”), for an order, for the relief as set out in the Notice of Motion dated April 21, 2022, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the seventh report of the Receiver dated April 20, 2022 (the "**Seventh Report**"), the affidavit of Jacob Wiebe sworn April 20, 2022 (the "**Wiebe Affidavit**"), the affidavit of Christine Mason sworn April 8, 2022 (the "**Mason Affidavit**") and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp., counsel for the Respondents and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served, as appears from the affidavit of Mariela Adriana Gasparini sworn April 21, 2022.

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Seventh Report of the Receiver and the activities of the Receiver, as described in the Seventh Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
3. **THIS COURT ORDERS** that the interim statement of receipts and disbursements as at March 31, 2022, be and is hereby approved.
4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period November 1, 2021 to March 31, 2022, as set out in the Wiebe Affidavit, be and is hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver, for the period November 1, 2021 to March 31, 2022, as set out in the Mason Affidavit, be and is hereby approved.
6. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to list and market the real property located at 250 Lions Court, Waterloo, Ontario, N2L 6M8 (the "**Lions Property**"), which is listed at Schedule "A" to the Appointment Order.

7. **THIS COURT ORDERS AND DIRECTS** Mark Gdak and Jaimee Lynn Gdak to cooperate with and facilitate the efforts of the Receiver in connection with the marketing and sale of the Lions Property.



CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESALE, INC. et al.

Applicant

Respondents

29 April 22

Order to go as per the draft filed and signed.

The motion is unopposed and the relief sought is fair and reasonable.

The sale should proceed. The Receiver's report is approved.

The fees sought are reasonable and are approved.

Ms. Donna Gdak forwarded a letter to the Receiver seeking an adjournment but did not attend today.

There is no prejudice to her as she can participate in the sales process if she wishes.

McE T.

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

PROCEEDING COMMENCED AT
TORONTO

ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower

22 Adelaide St W

Toronto, Ontario M5H 4E3

Tel: 416-367-6000

Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266

Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Appendix 26

DocuSign Envelope ID: ED3B3F9D-4030-4248-8905-4E8B698FADE1



Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 9th day of June, 2022

Li-Ling Chien

BUYER: Li-Ling Chien, agrees to purchase from Grant Thornton Ltd. in its capacity as court-appointed receiver of Trigger Wholesale Inc. and the En Cadre Group Inc. and certain real property owned by each

SELLER: of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 250 Lions Court Waterloo On N2L 6M8

fronting on the East side of Lions Court

in the City of Waterloo, Ontario N2L 6M8

and having a frontage of 77.00 feet (corner lot, irregular) more or less by a depth of 111.00 X 77.7 X 111.52 feet more or less

and legally described as LOT 46, PLAN 58M-166; SUBJECT TO EASEMENT NO. LT52777 IN FAVOR OF THE CORPORATION OF THE CITY OF WATERLOO AND UNION GAS LIMITED OVER PT 46 ON 58R-12696; TOGETHER WITH RIGHT OF WAY NO. 443531 OVER PTS 4 AND 5 ON 58R-12488; WATERLOO

(Legal description of land including easements not described elsewhere)

(the "property")

PURCHASE PRICE:

Dollars (CDN\$) [REDACTED]

[REDACTED] Dollars

as otherwise described in this Agreement

DEPOSIT: Buyer submits [REDACTED]

(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Dollars (CDN\$) [REDACTED]

by negotiable cheque payable to Grant Thornton Ltd. in trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A, B, C and D [REDACTED] attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 6 pm on the 11th

day of June 2022, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 16th day of August

2022 Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement

INITIALS OF BUYER(S): [REDACTED]

INITIALS OF SELLER(S): [REDACTED]

DocuSign Envelope ID: ED3B3F9D-4030-4248-8905-4E8B698FADE1

- 3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)
 Email Address: tialubinsky@hotmail.com jimmorealty@hotmail.com
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

- 4. CHATELS INCLUDED:** See Schedule B and D

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

- 5. FIXTURES EXCLUDED:** See Schedule D

- 6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

Hot water heater.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

- 7. HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

LC

INITIALS OF SELLER(S):

DS

8. TITLE SEARCH:

9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLE

11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer[s] receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. DOCUMENTS AND DISCHARGE: Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. INSPECTION: Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. INSURANCE: All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):





The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2022, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

DocuSign Envelope ID: ED3B3F9D-4030-4248-8905-4E8B698FADE1

15. PLANNING ACT: This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.

16. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.

17. RESIDENCY:

18. ADJUSTMENTS: Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. PROPERTY ASSESSMENT: The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

20. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

21. TENDER: Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

22. FAMILY LAW ACT:

23. UFFI:

24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

25. CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

26. AGREEMENT IN WRITING: If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. ELECTRONIC SIGNATURES: The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act*, 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

28. TIME AND DATE: Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

LC

INITIALS OF SELLER(S):

DS
JW



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2022, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

DocuSign Envelope ID: ED3B3F9D-4030-4248-8905-4E8B698FADE1

29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer)

(Seal)

(Date)

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller)

(Seal)

(Date)

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 10:14 PM this 06/10/22 day of 06/10/22, 20.....

(Signature of Seller or Buyer) *Li-Ling Chien* 06/10/22

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	Re/Max Twin City Realty Inc. 519-579-4110 (Tel.No.)
	Lisa Lubinsky (Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage	Re/Max Realtron Jim Mo Realty 416-222-8600 (Tel.No.)
	Jim Mo / Cathy Su (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

Jake Wiebe 10-Jun-2022 | 1:52 PM PDT
(Date)

(Seller)

(Seller)

Address for Service (Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

Li-Ling Chien 06/10/22
(Date)

(Buyer)

(Buyer)

Address for Service (Tel. No.)

Buyer's Lawyer

Address

Email

(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

Lisa Lubinsky
(Authorized to bind the Listing Brokerage)

Cathy Su
(Authorized to bind the Co-operating Brokerage)

The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.
© 2022, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

DocuSign Envelope ID: ED3B3F9D-4030-4248-8905-4E8B698FADE1



Schedule A

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Li-Ling Chien, and Grant Thornton Ltd. in its capacity as court-appointed receiver of Trigger Wholesale Inc. & the En Cadre Group Inc. and certain
SELLER: ..real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak.

for the purchase and sale of 250 Lions Court Waterloo
 On N2L 6M8 dated the 9th day of June, 2022

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque, to the Seller on the completion of this transaction.

This Offer is conditional upon the Buyer's solicitor to review and approve the terms and conditions of this offer within Three[3] Business days after this offer accepted by both parties, otherwise this Offer shall then become null and void and the full deposit herein shall be returned to the Buyer without interest or deduction.

The Buyer shall have the right to re-visit the property Two [2] further times prior to completion, provided that notice is given to the Seller. The visit shall be at a mutually agreed upon time within a 24 hour period following the giving of such notice. The visit shall not be arbitrarily withheld by the Seller.

~~The Seller represents and warrants that During the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.~~

~~The Seller warrants that, to the best of their knowledge, belief and understanding that this property has not been stigmatized by any act or occurrence, for example, death/murder/suicide/home invasion, etc. which would be considered traumatic or horrific to the buyer. Any notice relating hereto or provided for herein shall be in writing.~~

~~The Seller warrants to vacate from the property before or on the completion date, and leave the premises, including the floors, in a clean and broom swept condition.~~

~~The Seller represents and warrants that there is no known damage to the basement, roof, or elsewhere caused by water seepage or flooding. The Parties agree that these representations and warranties shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.~~

The Seller understands that the Buyer can't deliver Bank Draft deposit in person, seller agrees to provide Deposit Trust account information to the Buyer/Buyer Agent. Upon receiving the Deposit Trust account information, the Buyer Agrees to Wire Transfer the full amount of Deposit to the Seller and provide a bank receipt of Wire Transfer within One [1] Business Day. The Seller accepts the legitimate bank receipt as proof of fulfilling of deposit submission.

Both Parties understand that 250 LIONS CRT, WATERLOO is 250 LION'S CRT, WATERLOO, and both address refer to the same property.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

LC

INITIALS OF SELLER(S):

DS
 JW

SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE

1. The Real Property is being sold on an "as is, where is" and "without recourse" basis with no representations, warranties or (except as expressly stated herein) condition, express or implied, statutory or otherwise of any nature and kind whatsoever as to title, encumbrances, description, present or future use, fitness for use, environmental condition including the existence of hazardous substances, merchantability, quantity, defect (latent or patent), condition, location of structures, improvements and mezzanines or the legality thereof, zoning or lawful use of the Real Property, rights over adjoining properties and any easements, right-of-way, rights of re- entry, restrictions and/or covenants which run with the land, ingress and egress to the Real Property, the condition or state of repair of any chattels, encroachments on the Real Property by adjoining properties or encroachments by the Real Property on adjoining properties, if any, any outstanding work orders, orders to comply, deficiency notices, building permits or building permit applications, municipal or other governmental requirements agreements or requirements (including site plan agreements, development agreements, subdivision agreements, building or fire codes, building and zoning bylaws and regulations, development fees, imposts, lot levies and sewer charges) or any other matter or thing whatsoever, either stated or implied. The Buyer acknowledges having reviewed the state of title to the Real Property and agrees to accept title subject to all of the foregoing, and that it shall, despite any presumption to the contrary at law or otherwise, not be entitled to make any requisition as to title or otherwise.
2. The parties' obligation to complete the purchase and sale of the Real Property contemplated hereunder is conditional upon the Seller obtaining an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") in the receivership proceeding for the Real Property (Court File No. CV-20-00649154-00CL) approving the Agreement and the sale transaction contemplated thereby and vesting title to the Real Property in the Buyer, on Closing (as hereinafter defined), free and clear of all claims and encumbrances, except for permitted encumbrances listed in Schedule B hereto (collectively, the "**Approval and Vesting Order**"). On Closing, title will be transferred by the Approval and Vesting Order and not by Transfer/Deed of Land. In the event the Approval and Vesting Order is not granted by the Court or the Approval and Vesting Order is successfully appealed, the Deposit shall be returned to the Buyer and this Agreement shall terminate.
3. The transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as "**Closing**") on the day which is the later of July 1, 2022 or 10 days immediately following the date upon which the Seller obtains the Approval and Vesting Order (the "**Closing Date**"), provided however, that the Closing Date shall be no earlier than the date upon which all appeal periods in respect of the Approval and Vesting Order expire and that the Approval and Vesting Order has not been appealed prior to Closing. In no event shall the Closing Date be later than September 30, 2022 (the "**Outside Date**"). In the event that the Approval and Vesting Order is not obtained by the Outside Date, this Agreement shall be at an end, the Seller, as vendor, shall not be liable to the Buyer for any costs, damages, losses or expenses incurred by the Buyer, the Deposit (without interest) shall be returned to the Buyer forthwith and the parties shall have no further obligations or liabilities under this Agreement.
4. The Buyer acknowledges that it has relied entirely on its own judgment, inspection and investigation of the Real Property and any rights necessary to the access, use and enjoyment of, appurtenant or otherwise, the Real Property.
5. The Seller shall not be required to furnish any abstracts of title or any survey or other document.



6. The Buyer acknowledges and agrees that the Buyer will acquire from the Seller all of the chattels currently situate at the Real Property for which the Seller has authority to sell (the "**Chattels**"), save and except for the Excluded Items listed in Schedule "C" hereto, in accordance with and subject to the provisions hereinafter set out. The Buyer acknowledges and agrees that it is acquiring such Chattels on an "as is where is" basis. The Buyer represents and warrants to the Seller that the Buyer has absolutely satisfied itself as to the status and condition of such Chattels including, without limitation, their state of repair.
7. The Buyer acknowledges that the fixtures, improvements and Chattels (to the extent applicable), if any, presently on the Real Property are to be taken by it, at its own risk completely, without representation or warranty of any kind from the Seller as to the ownership or state of repair of any such fixtures, improvements and Chattels (to the extent applicable). The Buyer further acknowledges that the fixtures and Chattels (to the extent applicable) presently on the Real Property may be subject to security interests.
8. The Buyer agrees with the Seller that the Buyer takes title to the Real Property subject to any tenancies in existence (the "**Existing Tenancies**"). The Buyer shall obtain possession of the Real Property at the Buyer's own expense. The Buyer acknowledges that the Seller will not obtain or provide any acknowledgements, representations, warranties, estoppels or agreements with respect to the Real Property and/or the Existing Tenancies thereof from, *inter alios*, any third parties, the property manager and any tenants. Notwithstanding the foregoing, the Buyer hereby acknowledges and agrees that the assignment of the Existing Tenancies shall exclude any arrears of rent properly due and owing under any lease agreement as of the Closing Date, if any, and such arrears shall remain the property of the Seller to be collected by it on its own account.
9. The Buyer acknowledges that any information supplied to the Buyer by the Seller or its agents or representatives is, and was supplied, without any representation or warranty, and that the responsibility for the verification of any such information shall be wholly the responsibility of the Buyer.
10. The Buyer shall be responsible for payment of all outstanding realty taxes and utilities owing on the Real Property from the Closing Date forward (including the Closing Date), and payment of all taxes exigible on sale and transfer of the Real Property and any fixtures and Chattels (to the extent applicable), including without limitation, HST as applicable, retail sales tax as applicable and Land Transfer Tax.
11. The Seller shall provide the Buyer with only the keys to the Real Property that are in its possession.
12. On or prior to the Closing Date, the Buyer shall deliver to the Seller the following items, duly executed by the Buyer (if applicable):
 - (a) the balance of the purchase price for the Real Property;
 - (b) all certificates, indemnities, declarations and other evidence contemplated hereby in form and content reasonably satisfactory to the Seller's solicitors, acting reasonably, including, without limitation, a certificate of the Buyer acknowledging that the Property is being purchased on an "as-is, where-is" basis;

- (c) evidence satisfactory to the Seller that the Buyer is registered for HST under the *Excise Tax Act*, including the Buyer's registration number for purposes of HST together with an indemnity in form satisfactory to the Seller acting reasonably to pay the applicable HST with respect to the sale of the Real Property;
 - (d) an undertaking realty tax refunds attributable to the period prior to the Closing Date, in such form as may be required by the Seller or its solicitors, in such form as may be required by the Seller or its solicitors;
 - (e) an undertaking to re-adjust any changes, errors or omissions in respect of all adjustments customarily made with respect to the sale of real property in Ontario, including, without limitation, real property taxes, local improvement charges and utilities;
 - (f) a certificate of a senior officer of the Buyer certifying that each of the warranties and representations of the Buyer set out herein are true and accurate on the Closing Date except as disclosed therein; and
 - (g) any other documents relative to the completion of this Agreement as may be required by the Seller or the Seller's solicitors.
13. The Seller is entering into this Agreement solely in its capacity as the Receiver of the Real Property pursuant to the provisions of the orders of the Ontario Superior Court of Justice (the "**Court**") dated October 22, 2020 and March 31, 2021 and not in its personal or any other capacity and the Seller and its agents, officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith. Any claim against the Seller shall be limited to and only enforceable against the Real Property and assets then held by or available to it in its said capacity as Receiver of the Real Property and shall not apply to its personal property and assets held by it in any other capacity. The term "Seller" as used in this Agreement shall have no inference or reference to the present registered owner of the Real Property.
14. The Buyer covenants and agrees that it will:
- (a) keep confidential all non-public reports and non-public results of its inspections, tests, studies, surveys and investigations and all non-public information provided by the Seller or its agents to the Buyer hereunder; and
 - (b) effective on and after the Closing Date, assume and be fully responsible for any other obligations and liabilities assumed by the Buyer as provided for by this Agreement.
15. The Buyer hereby represents and warrants to the Seller as follows:
- (a) if the Buyer is a corporate entity, the Buyer is and will be as of the Closing Date, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Real Property and the Buyer has full power, authority and capacity to enter into this Agreement and carry out the transaction contemplated herein;
 - (b) if the Buyer is a corporate entity, all necessary action on the part of the Buyer and its

directors has been taken to authorize and approve the execution and delivery of this Agreement and the completion of the transaction contemplated herein; and

- (c) no consent or approval of or registration, declaration or filing with any governmental authority, body, agency, commission, board, bureau, or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Real Property is required for the execution or delivery of this Agreement by the Buyer, the validity or enforceability of this Agreement against the Buyer, or the performance by the Buyer of any of its obligations hereunder; and the Buyer is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada).

16. The foregoing representations and warranties shall survive and shall not merge on the Closing Date.

17. This Agreement may be signed in counterpart and an electronic copy of a signature will be deemed to be as effective as if signed in the original.

18. In the event of any conflict or inconsistency between any provision of this Schedule "B" and any provision of this Agreement of Purchase and Sale not contained in Schedule "B", the provision of Schedule "B" shall govern and prevail.

Authenticsign
LC

DS
JW

SCHEDULE "C"

PERMITTED ENCUMBRANCES

1. any reservations, restrictions, rights of way, easements or covenants that run with the land, to the extent such reservations, restrictions, rights of way, easements or covenants are preserved by Section 44 of the Land Titles Act (Ontario);
2. any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. all laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
4. any minor easements for the supply of utility service to the Real Property or adjacent properties;
5. encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties, which surveys have been delivered to the Buyer prior to execution of the Sale Agreement, and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Real Property and survey matters generally;
6. the exceptions and qualifications set forth in the Land Titles Act (Ontario); and
7. the reservations contained in the original grant from the Crown.

SCHEDULE "D"

EXCLUDED ITEMS

The following shall be excluded from the transaction contemplated hereunder (collectively, the “**Excluded Items**”):

Wine Racks from the Cold Room
Microwave (not built in)

Washer & Dryer

All the indoor and outdoor furniture

The drapes in the office, dining room,
second bedroom and the Primary bedroom.

Inclusion (as is condition): Central Vac, S/S appliances: Stove, range hood, fridge in the kitchen, Stove, fridge and microwave in Cabana, Garage door openers(X2), hot tub, pool equipment(vacuum, pump, heating unit), Window coverings (other than in exclusion), All ELF, Furnace, central A/C, water softener, All existing wash room mirrors, built-ins and storage shelves

Alarm System, Landscaping lighting, Lawn Sprinkler system, Smoke detectors
Sink in the cabana as is condition (water supply is there, not hooked up)

Appendix 27



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: Li-Ling Chien

AND Grant Thornton Ltd. in its capacity as court-appointed receiver of Trigger Wholesale Inc. & the En Cadre

SELLER: Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak.

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 9 day of June, 2022,

concerning the property known as 250 Lions Court

Waterloo ON N2L 6M8 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

DELETE:

Deposit

Schedule A Clause:

This Offer is conditional upon the Buyer's solicitor to review and approve the terms and conditions of this offer within Three(3) Business Days after this offer accepted by both parties, otherwise this Offer shall then become null and void and the full deposit herein shall be returned to the Buyer without interest or deduction.

leave the premises, including the floors, in a clean and broom swept condition.

Schedule B Clause:

3. The transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as "Closing") on the day which is the later of July 1, 2022 or 10 days immediately following the date upon which the Seller obtains the Approval and Vesting Order (the "Closing Date"), provided however, that the Closing Date shall be no earlier than the date upon which all appeal periods in respect of the Approval and Vesting Order expire and that the Approval and Vesting Order has not been appealed prior to Closing. In no event shall the Closing Date be later than September 30, 2022 (the "Outside Date"). In the event that the Approval and Vesting Order is not obtained by the Outside Date, this Agreement shall be at an end, the Seller, as vendor, shall not be liable to the Buyer for any costs, damages, losses or expenses incurred by the Buyer, the Deposit (without interest) shall be returned to the Buyer forthwith and the parties shall have no further obligations or liabilities under this Agreement.

8. The Buyer agrees with the Seller that the Buyer takes title to the Real Property subject to any tenancies in existence (the "Existing Tenancies"). The Buyer shall obtain possession of the Real Property at the Buyer's own expense. The Buyer acknowledges that the Seller will not obtain or provide any acknowledgements, representations, warranties, estoppels or agreements with respect to the Real Property and/or the Existing Tenancies thereof from, inter alios, any third parties, the property manager and any tenants. Notwithstanding the foregoing, the Buyer hereby acknowledges and agrees that the assignment of the Existing Tenancies shall exclude any arrears of rent properly due and owing under any lease agreement as of the Closing Date, if any, and such arrears shall remain the property of the Seller to be collected by it on its own account.

INITIALS OF BUYER(S):

LC

INITIALS OF SELLER(S):

Jan



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2022, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: Li-Ling Chien

AND Grant Thornton Ltd. in its capacity as court-appointed receiver of Trigger Wholesale Inc. & the En Cadre

SELLER: Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak.

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 9 day of June, 2022,

concerning the property known as 250 Lions Court

Waterloo ON N2L 6M8 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

DELETE:

12. (c) evidence satisfactory to the Seller that the Buyer is registered for HST under the Excise Tax Act, including the Buyer's registration number for purposes of HST together with an indemnity in form satisfactory to the Seller acting reasonably to pay the applicable HST with respect to the sale of the Real Property;

15. The Buyer hereby represents and warrants to the Seller as follows:

(a) if the Buyer is a corporate entity, the Buyer is and will be as of the Closing Date, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Real Property and the Buyer has full power, authority and capacity to enter into this Agreement and carry out the transaction contemplated herein;

(b) if the Buyer is a corporate entity, all necessary action on the part of the Buyer and its directors has been taken to authorize and approve the execution and delivery of this Agreement and the completion of the transaction contemplated herein; and

(c) no consent or approval of or registration, declaration or filing with any governmental authority, body, agency, commission, board, bureau, or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Real Property is required for the execution or delivery of this Agreement by the Buyer, the validity or enforceability of this Agreement against the Buyer, or the performance by the Buyer of any of its obligations hereunder; and the Buyer is not a non-Canadian within the meaning of the Investment Canada Act (Canada).

INITIALS OF BUYER(S):

CC

INITIALS OF SELLER(S):

[Signature]



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2022, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: Li-Ling Chien

AND Grant Thornton Ltd. in its capacity as court-appointed receiver of Trigger Wholesale Inc. & the En Cadre

SELLER: Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak.

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 9 day of June, 2022,

concerning the property known as 250 Lions Court

Waterloo ON N2L 6M8 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

INSERT:

Deposit:

Schedule A Clause:

The Seller shall provide vacant possession of the property before or on the completion date, and leave the premises, including the floors, in a clean and broom swept condition.

Schedule B Clause:

Insert: "or 10 days immediately following the date upon which the Seller obtains the Approval and Vesting Order"

3. The transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as "Closing") on the day which is the later of August 16, 2022 (the "Closing Date"), provided however, that the Closing Date shall be no earlier than the date upon which all appeal periods in respect of the Approval and Vesting Order expire and that the Approval and Vesting Order has not been appealed prior to Closing. In no event shall the Closing Date be later than August 30, 2022 (the "Outside Date"). In the event that the Approval and Vesting Order is not obtained by the Outside Date, this Agreement shall be at an end, the Seller, as vendor, shall not be liable to the Buyer for any costs, damages, losses or expenses incurred by the Buyer, the Deposit (without interest) shall be returned to the Buyer forthwith and the parties shall have no further obligations or liabilities under this Agreement.

15. The Buyer hereby represents and warrants to the Seller as follows:

No consent or approval of or registration, declaration or filing with any governmental authority, body, agency, commission, board, bureau, or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Real Property is required for the execution or delivery of this Agreement by the Buyer, the validity or enforceability of this Agreement against the Buyer, or the performance by the Buyer of any of its obligations hereunder. In the event that the Buyer is not a non-Canadian within the meaning of the Investment Canada Act (Canada) on the Completion Date, the Buyer agrees to pay 20% NRST to the Ontario Government through the Buyer's solicitor to close this purchase transaction.

~~19. Notwithstanding the terms and conditions herein, including but not limited to Section 1 of Schedule B, the Buyer and the Seller agree that in the event that there is any major, material and/or significant change, damage and/or defect (whether structural or otherwise) to the Property between the date of acceptance of this Agreement and the date of Closing, this Agreement shall be at an end and all monies paid shall be returned to the Buyer without interest or deduction and the Seller shall not be liable for any costs or damages. The parties agree to sign all relevant papers and documents to mutually release each other.~~

~~20. The Seller shall obtain the Buyer's lawyer's approval of "the Approval and Vesting Order" before it is submitted to the court.~~

INITIALS OF BUYER(S):

LC

INITIALS OF SELLER(S):

LC

R The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2022, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

~~**IRREVOCABILITY:** This Offer to Amend the Agreement shall be irrevocable by Buyer until 6:00 on the 16 day of June, 2022, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.~~



For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) _____ (Buyer/Seller) Li-Ling Chien (Seal) (Date) 06/15/22

(Witness) _____ (Buyer/Seller) (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) _____ (Buyer/Seller) [Signature] (Seal) (Date) 06/16/22

(Witness) _____ (Buyer/Seller) (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) _____ (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at _____ this 06/17/22, 20_____.
(a.m./p.m.)

(Signature of Seller or Buyer) Li-Ling Chien

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) _____ (Date) _____
(Seller) _____ (Date) _____
Address for Service _____
(Tel. No.) _____
Seller's Lawyer _____
Address _____
Email _____
(Tel. No.) _____ (Fax. No.) _____

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) Li-Ling Chien (Date) 06/17/22
(Buyer) _____ (Date) _____
Address for Service _____
(Tel. No.) _____
Buyer's Lawyer _____
Address _____
Email _____
(Tel. No.) _____ (Fax. No.) _____

Appendix 28

MINUTES OF SETTLEMENT, RELEASE AND DIRECTION

WHEREAS Ace Lawn Care Inc. ("**Ace**") was retained by Mark Gdak, Jaimee Lynn Gdak and/or Jaimak Real Properties Inc. (the "**Contracts**") with respect to the supply of services and/or materials to the properties located at 157 Saugeen Beach Road, Port Elgin, Ontario (the "**Saugeen Property**"), 652 Colby Drive, Waterloo, Ontario (the "**Colby Property**"), 265 Old Post Rd., Waterloo, Ontario (the "**Old Post Property**") and 250 Lions Court, Waterloo, Ontario (the "**Lions Property**");

AND WHEREAS Grant Thornton Limited was appointed as Receiver (the "**Receiver**") in respect of the assets, properties and undertaking of Trigger Wholesale, Inc. ("**Trigger**") and The En Cadre Group Inc. ("**En Cadre**"), as well as certain real property registered in the name of Jaime Lynn Gdak and/or Jaimak Real Properties Inc., including, without limitation, the Saugeen Property, the Colby Property, the Old Post Property and the Lions Property;

AND WHEREAS on or about November 30, 2020, Ace registered a Claim for Lien as Instrument No. BR162705, in LRO #3, in the amount of \$425,383.67, in respect of the Saugeen Property (the "**Saugeen Lien**");

AND WHEREAS on or about February 26, 2021, Ace commenced an action, Court File No. CV-21-00000007-0000, in respect of the Saugeen Lien (the "**Saugeen Action**") and on or about February 26, 2021, Ace registered a Certificate of Action as Instrument No. BR165907, in respect of the Saugeen Action;

AND WHEREAS on or about November 30, 2020, Ace registered a Claim for Lien as Instrument No. WR1301363, in LRO #58, in the amount of \$9,388.21, in respect of the Colby Property (the "**Colby Lien**");

AND WHEREAS on or about February 26, 2021, Ace commenced an action, Court File No. CV-21-00000308-0000, in respect of the Colby Lien (the "**Colby Action**") and on or about February 26, 2021, Ace registered a Certificate of Action as Instrument No. WR1321471, in respect of the Colby Action;

AND WHEREAS on or about November 30, 2020, Ace registered a Claim for Lien as Instrument No. WR1301358, in LRO #58, in the amount of \$50,544.50, in respect of the Old Post Property (the "**Old Post Lien**");

AND WHEREAS on or about February 26, 2021, Ace commenced an action, Court File No. CV-21-00000308-0000, in respect of the Old Post Lien (the “**Old Post Action**”) and on or about February 26, 2021, Ace registered a Certificate of Action as Instrument No. WR1321474, in respect of the Old Post Action;

AND WHEREAS on or about November 30, 2020, Ace registered a Claim for Lien as Instrument No. WR1301369, in LRO #58, in the amount of \$21,227.85, in respect of the Lions Property (the “**Lions Lien**”);

AND WHEREAS on or about February 26, 2021, Ace commenced an action, Court File No. CV-21-00000308-0000, in respect of the Lions Lien (the “**Lions Action**”) and on or about February 26, 2021, Ace registered a Certificate of Action as Instrument No. WR1321472, in respect of the Lions Action;

AND WHEREAS the Receiver and Ace have agreed to resolve the Saugeen Lien, Saugeen Action, Colby Lien, Colby Action, Old Post Lien, Old Post Action, Lions Lien and the Lions Action, subject to Court approval;

NOW THEREFORE in consideration of the mutual promises and covenants set out herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Receiver and Ace (the “**Parties**”), the Parties agree as follows:

- (1) The recitals set out above form an integral part of these Minutes of Settlement and Release (the “**Minutes**”).
- (2) The Parties acknowledge and agree that these Minutes shall not take effect unless and until the Court has approved the settlement and these Minutes.
- (3) The Receiver shall pay to Ace the total amount of \$423,734.46, inclusive of all principal, interest, costs and taxes (the “**Settlement Amount**”) as full and final settlement of the Saugeen Lien, Saugeen Action, Colby Lien, Colby Action, Old Post Lien, Old Post Action, Lions Lien and the Lions Action.
- (4) The Settlement Amount shall be paid within thirty (30) days of Court approval of these Minutes, to the lawyers for Ace, being Sorbara, Schumacher, McCann LLP (“**SSM**”), in trust.
- (5) The Parties shall consent to orders, on a without costs basis (the “**Orders**”), which provides for:
 - (a) the discharge of the Saugeen Lien, the Colby Lien, the Old Post Lien and the Lions Lien; and
 - (b) the dismissal of the Saugeen Action, the Colby Action, the Old Post Action and the Lions Action. Once the Orders are issued by and entered with the Court, and copies of such issued and

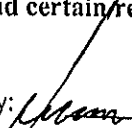
entered Orders are received by lawyers for the Receiver, Borden Ladner Gervais LLP (“BLG”), SSM shall be entitled to release the Settlement Amount to Ace.

- (6) The Parties acknowledge and agree that the Receiver will seek the Orders referenced in paragraph 5 above, when the Receiver seeks Court approval of these Minutes. However, the Parties further agree that should the Orders not be granted at the time Court approval is sought, Ace shall take steps to have the Orders issued and entered with the Court, and the Parties shall take all reasonable steps to cooperate for the issuance of such Orders.
- (7) Ace irrevocably authorizes and directs the Receiver to make payment of the Settlement Amount to SSM, in trust, in accordance with these Minutes and this shall be the Receiver’s irrevocable direction to do so.
- (8) Ace hereby remises, releases and forever discharges the Receiver, Trigger, En Cadre, Mark Gdak, Jaime Lynn Gdak and Jaimak Real Properties Inc. and their respective officers, directors, employees, shareholders, agents, representatives, insurers, sureties, successors, heirs and assigns, as applicable (the “Releasees”), from any and all actions, causes of action, claims, suits, proceedings, restitution in law and equity, debts, duties, accounts, bonds, contracts, construction liens, loss, and demands whatsoever and howsoever arising, which Ace has had, or shall or may hereafter have relating to or arising out of or in any way connected with the Contracts, the Saugeen Lien, the Saugeen Action, the Colby Lien, the Colby Action, the Old Post Lien, the Old Post Action, the Lions Lien and the Lions Action, save and except the obligation of the Receiver to remit the Settlement Amount, in accordance with these Minutes.
- (9) Ace agrees not to make any claim or take any proceedings in respect of matters released by these Minutes against any other person, partnership or corporation who might claim, in any manner or forum, contribution, indemnity, declaratory relief, or any other relief whatsoever, statutory or otherwise, from the Releasees, and these Minutes may be raised as a complete bar to any such claim or proceeding.
- (10) Ace hereby represents and warrants that it has not assigned to any person, firm, corporation or other entity, any of the actions, claims, liens, causes of action, debts, suits or demands of any nature or kind which are being released by these Minutes.
- (11) It is agreed and understood that none of the Parties by reason of the consideration stated in these Minutes admit any liability or obligation of any kind whatsoever and such liability is specifically denied.

- (12) These Minutes shall be binding upon and enure to the benefit of the respective successors, assigns, executors, trustees, administrators, and legal or personal representatives of the Parties.
- (13) The Parties hereby covenant, represent, and warrant that they have read these Minutes and have obtained independent legal advice in connection with it and confirm that they are executing these Minutes freely, voluntarily and without duress.
- (14) The Parties represent and warrant that they have the authority to execute and give effect to the terms of these Minutes.
- (15) These Minutes shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- (16) These Minutes may be executed in any number of counterparts, and all such counterparts shall together constitute one instrument binding on the parties hereto, provided each Party hereto has executed at least one counterpart, including any counterpart executed by a Party hereto and transmitted to the other party hereto by facsimile transmission or by electronic mail with PDF attachment, and each shall be deemed to be an original, notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF the Parties have each set their hands and seal, as applicable, this 7th day of July, 2022.

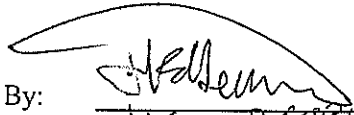
Grant Thornton Limited, in its capacity as
Court-appointed receiver of Trigger
Wholesale, Inc., The En Cadre Group Inc.,
and certain real property

By:  c/s

Name: Jake Wiebe

Title: Senior Vice President

Ace Lawn Care Inc.


By: _____ c/s
Name: JASON DIETRICH
Title: OWNER / PRESIDENT ACE LAWN CARE
I have the authority to bind the corporation. INC

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

BETWEEN:

ACE LAWN CARE INC.

Plaintiff

-and-

JAIMEE GDAK a.k.a JAIMEE LYNN GDAK and MARK GDAK

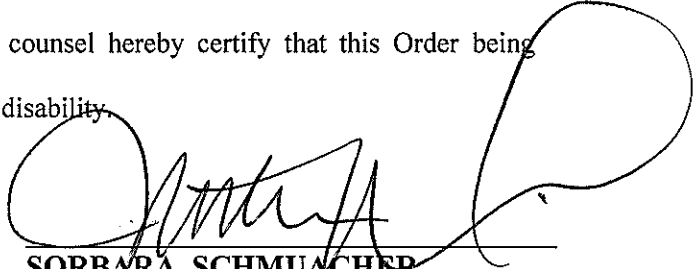
Defendants

CONSENT

THE PARTIES HERETO, by their respective counsel, consent to an Order discharging the lien of the Plaintiff and dismissing the within action without costs, in the form attached hereto as Schedule "A".

THE PARTIES HERETO, by their respective counsel hereby certify that this Order being consented to does not affect the rights of any person under disability.

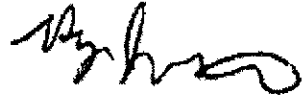
Date: July 7, 2022



**SORBARA, SCHMUACHER,
MCCANN LLP**

Per: Justin Heimpel
Lawyers for the Plaintiff

Date: July 7, 2022



BORDEN LADNER GERVAIS LLP

Per: Roger Jaipargas
Lawyers Grant Thornton Limited, in its capacity of Court-Appointed receiver of Trigger Wholesale, Inc., The En Cadre Group Inc. and certain real property

ACE LAWN CARE INC.

Applicant

-and-

JAIMEE GDAK a.k.a JAIMEE LYNN GDAK and MARK
GDAK
Defendants

Court File No. CV-21-00000007-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF THE *Construction Lien Act*, R.S.O. 1990, c.
C30

PROCEEDING COMMENCED AT
Walkerton

CONSENT

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-
appointed Receiver of Trigger Wholesale, Inc. and The En Cadre
Group Inc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

**THE HONOURABLE
MR. JUSTICE MCEWEN**

)
)
)

**MONDAY, THE 18TH
DAY OF JULY, 2022**

BETWEEN:

ACE LAWN CARE INC.

Plaintiff

-and-

JAIMEE GDAK a.k.a JAIMEE LYNN GDAK and MARK GDAK

Defendants

ORDER

THIS MOTION, made, on consent of the Parties, by Grant Thornton Limited, in its capacity of Court-Appointed receiver of Trigger Wholesale, Inc., The En Cadre Group Inc. and certain real property, for an Order discharging the lien of the Plaintiff and dismissing the within action without costs, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

UPON READING the consent of the Parties, filed,

1. **THIS COURT ORDERS** that leave to bring the within motion in Toronto is hereby granted.
2. **THIS COURT ORDERS** that the lien of the Plaintiff, Ace Lawn Care Inc. in respect of its Claim for Lien, registered on November 30, 2020, as Instrument No. BR162705, in LRO#3, is discharged.
3. **THIS COURT ORDERS** that the within action be and is hereby dismissed without costs.
4. **THIS COURT ORDERS** that a copy of this Order shall be served on the Plaintiff, forthwith after entry, by sending a copy to its counsel, Sorbara, Schumacher, McCann LLP, attention: Justin Heimpel, by email to justin@sorbaralaw.com.

5. **THIS COURT ORDERS** that there be no costs of this motion.

Court File No. CV-21-00000007-0000

ACE LAWN CARE INC.

-and-

**JAIMEE GDAK a.k.a JAIMEE LYNN GDAK and MARK
GDAK**
Defendants

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF THE *Construction Lien Act*, R.S.O. 1990, c.
C30

PROCEEDING COMMENCED AT
Walkerton

ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-
appointed Receiver of Trigger Wholesale, Inc. and The En Cadre
Group Inc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

BETWEEN:

ACE LAWN CARE INC.

Plaintiff

-and-

**JAIMEE GDAK a.k.a. JAIMEE LYNN GDAK, MARK GDAK, and JAIMAK REAL
PROPERTIES INC.**

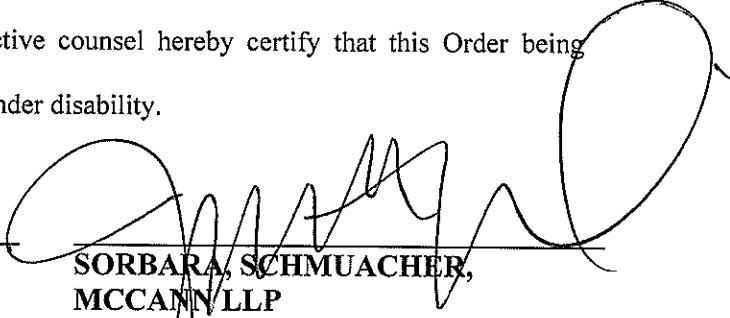
Defendants

CONSENT

THE PARTIES HERETO, by their respective counsel, consent to an Order discharging the liens of the Plaintiff and dismissing the within action without costs, in the form attached hereto as Schedule "A".

THE PARTIES HERETO, by their respective counsel hereby certify that this Order being consented to does not affect the rights of any person under disability.

Date: July 7, 2022



**SORBARA, SCHMUACHER,
MCCANN LLP**

Per: Justin Heimpel
Lawyers for the Plaintiff

Date: July 7, 2022



BORDEN LADNER GERVAIS LLP

Per: Roger Jaipargas
Lawyers Grant Thornton Limited, in its capacity of Court-Appointed receiver of Trigger Wholesale, Inc., The En Cadre Group Inc. and certain real property

ACE LAWN CARE INC.

-and-

**JAIMEE GDAK a.k.a. JAIMEE LYNN GDAK, MARK GDAK,
and JAIMAK REAL PROPERTIES INC.**

Applicant

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF THE *Construction Lien Act*, R.S.O. 1990, c.
C30

PROCEEDING COMMENCED AT
Kitchener

CONSENT

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C
Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-
appointed Receiver of Trigger Wholesale, Inc. and The En Cadre
Group Inc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

**THE HONOURABLE
MR. JUSTICE MCEWEN**

)
)
)

**MONDAY, THE 18TH
DAY OF JULY, 2022**

BETWEEN:

ACE LAWN CARE INC.

Plaintiff

-and-

**JAIMEE GDAK a.k.a. JAIMEE LYNN GDAK, MARK GDAK, and JAIMAK REAL
PROPERTIES INC.**

Defendants

ORDER

THIS MOTION, made, on consent of the Parties, by Grant Thornton Limited, in its capacity of Court-Appointed receiver of Trigger Wholesale, Inc., The En Cadre Group Inc. and certain real property, for an Order discharging the liens of the Plaintiff and dismissing the within action without costs, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

UPON READING the consent of the Parties, filed,

1. **THIS COURT ORDERS** that leave to bring the within motion in Toronto is hereby granted.
2. **THIS COURT ORDERS** that the liens of the Plaintiff, Ace Lawn Care Inc. in respect of its Claims for Lien, registered on (1) November 30, 2020, as Instrument No. WR1301363, in LRO #58, (2) November 30, 2020, as Instrument No. WR1301358, in LRO #58, and (3) November 30, 2020, as Instrument No. WR1301369, in LRO #58 is discharged.
3. **THIS COURT ORDERS** that the within action be and is hereby dismissed without costs.

4. **THIS COURT ORDERS** that a copy of this Order shall be served on the Plaintiff, forthwith after entry, by sending a copy to its counsel, Sorbara, Schumacher, McCann LLP, attention: Justin Heimpel, by email to justin@sorbaralaw.com.
 5. **THIS COURT ORDERS** that there be no costs of this motion.
-

Court File No. CV-21-00000308-0000

ACE LAWN CARE INC.

Applicant

-and-

**JAIMEE GDAK a.k.a. JAIMEE LYNN GDAK, MARK GDAK,
and JAIMAK REAL PROPERTIES INC.**
Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF THE *Construction Lien Act*, R.S.O. 1990, c.
C30

PROCEEDING COMMENCED AT
Kitchener

ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-
appointed Receiver of Trigger Wholesale, Inc. and The En Cadre
Group Inc.

Appendix 29

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

AFFIDAVIT OF JACOB WIEBE

I, **JACOB WIEBE**, of the Town of Uxbridge, in the Province of Ontario, **MAKE OATH AND SAY** that:

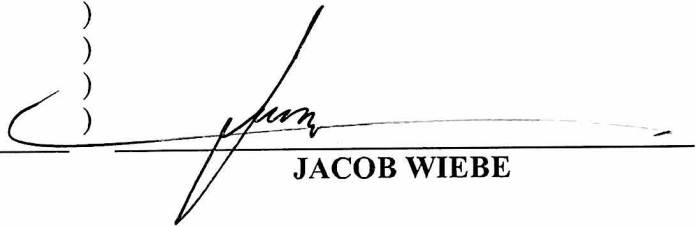
1. I am Senior Vice-President of Grant Thornton Limited, ("**GTL**") which was appointed as Interim Receiver and Receiver of the Respondents in these proceedings. As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe such to be true.
2. Attached and marked as Exhibit "**A**" to this my affidavit is a true copy of the detailed billing setting out the fees and disbursements of GTL in its capacity as Receiver from April 1, 2022 to June 30, 2022, totalling \$55,785.02, including Disbursements of \$70.29 and HST in the amount of \$6,417.75 and such is summarized on Exhibit "**B**" to this my affidavit.
3. Given the complexity of this insolvency matter, I believe the hourly rates and the total amount of fees are reasonable and comparable for insolvency services of this nature rendered by other firms in the City of Toronto.

4. The hours spent on this matter and disbursements incurred by GTL are outlined in detail in Exhibits "A" and "B" and I believe were reasonable and appropriate in the circumstances.
5. This affidavit is sworn in connection with the approval of the fees and disbursements of GTL and for no improper purpose.

SWORN BEFORE ME over video)
teleconference this 11th day of July 2022, in)
accordance with Ontario Regulation 431/20. The)
affiant was located in Toronto, Ontario, while the)
commissioner, Mariela Adriana Gasparini, was)
located in Vaughan, Ontario.)
)
)
)
)
)



Commissioner for Taking Affidavits, etc.



JACOB WIEBE

Exhibit "A" to the Affidavit of Jacob Wiebe, sworn
before me this 11 day of July 2022

A handwritten signature in blue ink, appearing to read "Michael J. Pappas", is written over a horizontal line.

Commissioner for Taking Affidavits, etc.

Court File No. CV-20-00649154-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

BILL OF COSTS

BN 12738 4717 RT0001
Client # 294801
Invoice #LSON-8173

To professional services rendered as Receiver and Manager for the period from April 1, 2022 to April 30, 2022.

Date	Full Name	Time	Detail
April 4, 2022	Jesse Cooper	0.60	Call re: HST returns. Review HST/GST summary workbook.
April 5, 2022	Rosa Wilford	0.50	Review internal email instructions from team re: Banking; Review payment request; Review account ledger; Prepare disbursement requisition form; Notify authorized signing officer for approvals; Post invoice entries; Issue cheques; Emails.
April 7, 2022	Rosa Wilford	0.30	Review internal email instructions from team re: Banking; Review payment requests; Review account ledger; Notify team insufficient funds in estate account and provide details on Investments on hand for review and direction; Emails.
April 8, 2022	Valerie Naccarato	0.20	Scan cheque requisition form to server and file original.
April 11, 2022	Jake Wiebe	3.00	Drafting Court report.

Date	Full Name	Time	Detail
April 11, 2022	Rosa Wilford	1.30	Review internal email instructions from team re: Banking; Review payment requests; Review account ledger; Notify team insufficient funds in estate account and provide details on Investments on hand for review and direction; Prepare bank letter re: partial redemption of GIC; Notify authorized signing officers for review / approvals and secured signing; Correspondences with Bank; re: partial GIC Investment; Fax; Emails; On-line banking review account and print screens re: expecting redemption; Post receipt and interest entries; Run and match to report; Update GIC Schedule; Prepare disbursement requisition form; Prepare Bank letters re: wires; Setup accrual payments; Emails.
April 12, 2022	Rosa Wilford	0.80	Review internal email instructions from team re: Banking; Review payment request; Review account ledger; Prepare disbursement requisition form; Notify authorized signing officer for approval; Post invoice entries; Issue cheque; Emails. Correspondences to and from Bank for authorization of wire transfer/confirmation; Fax; Post disbursement and payment entries; Print and attach transaction report; Provide team with wire confirmation; Emails.
April 13, 2022	Jake Wiebe	2.30	Drafting Court report.
April 13, 2022	Rosa Wilford	0.50	Correspondences to and from Bank for authorization of wire transfer/confirmation; Fax; Post disbursement and payment entries; Print and attach transaction report; Provide team with wire confirmation; Emails.
April 13, 2022	Valerie Naccarato	0.20	Scan cheque and deposit requisition forms to server, file originals.
April 14, 2022	Jake Wiebe	2.90	Drafting Court report.
April 14, 2022	Jesse Cooper	0.50	Review of HST/GST documents.
April 14, 2022	Rosa Wilford	0.30	Review internal email instructions from team re: Banking; Review payment request; Review account ledger; Prepare disbursement requisition form; Post invoice entries; Issue cheque; Provide team with updated report; Emails.
April 19, 2022	Jake Wiebe	1.00	Review counsel comments on report.
April 19, 2022	Jason Kanji	1.00	Review of CRA matters; Prepare SRD; Review Court report.
April 19, 2022	Rosa Wilford	0.80	Review estate bank account/print screens; Post EFT entries; and reconcile March statement; reconcile March GIC term deposits; Print Summary of Estate Balance Report; Print and attach copies of investments; Match to reconciliation and initial report; Provide to authorized officer for review and signing.
April 20, 2022	Jake Wiebe	2.30	Finalize report; Call with counsel re: motion.

Date	Full Name	Time	Detail
April 20, 2022	Jesse Cooper	2.50	Review of HST/HST information. Review emails and documents. Review files in QuickBooks. Draft explanation for source of information in re-filed returns.
April 21, 2022	Jake Wiebe	0.40	Review amended NOM and order.
April 21, 2022	Rosa Wilford	0.40	Complete HST Returns: Review and print Estate General Ledger Report; Prepare and net-file monthly HST returns for the period from March 1-31, 2022; Update excel schedule; Scan and save on server with supporting documentation.
April 26, 2022	Rosa Wilford	0.20	Review mail received; Scan, save on server and notify team for review and directions re CRA; Email.
April 27, 2022	Jake Wiebe	1.20	Review draft response to CRA re: HST refiling.
April 27, 2022	Jesse Cooper	2.20	Review GST/HST documents. Prepare first draft of letter to CRA. Compile attachments to accompany the letter. Prepare workbooks and schedules to include with the letter.
April 28, 2022	Jake Wiebe	0.50	Call with counsel re: last minutes settlement offer and request for adjournment.
April 28, 2022	Jason Kanji	1.50	Review and prepare response to CRA inquiry; Discussion with team on Receivership matters.
April 28, 2022	Jesse Cooper	4.50	Prepare GST/HST reporting documents to share with CRA. Review reports and invoices in QuickBooks. Generate sample invoices. Review AR tracker for invoice information. Prepare Inventory Valuation Summaries. Compile bank statements.
April 28, 2022	Rosa Wilford	0.50	Correspondences to and from Bank to provide copies of matured investment certificate; Review documents; Prepare receipt and disbursement requisitions forms for matured / renewed GIC's principal and interest; Post entries; Update schedule. Emails.
April 28, 2022	Valerie Naccarato	0.20	Scan cheque requisition form; Save to server and file original.
April 29, 2022	Jake Wiebe	0.50	Motion for sale of Lions Court; Email to counsel for Mark and Jaimee re: same.

Time Charges and Expenses:

J. Wiebe, Sr. Vice President	14.10	hours @	\$ 695.00	per hour	\$	9,799.50
J. Kanji, Sr. Manager	2.50	hours @	\$ 375.00	per hour	\$	937.50
R. Wilford, Manager	5.60	hours @	\$ 295.00	per hour	\$	1,652.00
J. Cooper, Sr. Associate	10.30	hours @	\$ 205.00	per hour	\$	2,111.50
V. Naccarato, Analyst	0.60	hours @	\$ 165.00	per hour	\$	99.00
	33.10				\$	14,599.50
5% Technology and Administration					\$	729.98
					\$	15,329.48
HST					\$	1,992.83
Total Invoice Due					\$	17,322.31

Court File No. CV-20-00649154-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

BILL OF COSTS

BN 12738 4717 RT0001
Client # 294801
Invoice #LSON-8326

To professional services rendered as Receiver and Manager for the period from May 1, 2022 to May 31, 2022.

Date	Full Name	Time	Detail
May 3, 2022	Jason Kanji	1.00	Prepare and update letter to CRA; Correspond with Real Estate Agents.
May 5, 2022	Jake Wiebe	2.30	Reviewing letter and attachments in response to CRA letter on HST refilings.
May 5, 2022	Jason Kanji	1.00	Discussions with team internally re: proceeding matters; CRA, monetization of Lions Court and discharge; Calls with CRA re: response on HST matters.

Date	Full Name	Time	Detail
May 5, 2022	Rosa Wilford	1.00	Review mail received; Scan, save on server and notify team for review and directions; Email. Review internal email instructions from team re Banking; Review payment requests; Review account ledger; Notify team insufficient funds in estate account and provide details on Investments on hand for review and direction; Prepare bank letter re partial redemption of GIC; Signing. Correspondences with Bank; re partial GIC Investment; Fax; Emails; On-line banking review account and print screens re expecting redemption; Post receipt and interest entries; Run and match to report; Update GIC Schedule; Prepare disbursement requisition form: Post invoice entries; Issue cheque.
May 5, 2022	Valerie Naccarato	0.20	Scan cheque and deposit requisition forms to server and file originals.
May 6, 2022	Jake Wiebe	1.30	Meeting with team for review letter to CRA.
May 6, 2022	Valerie Naccarato	0.20	Scan cheque requisition form to server and file original.
May 9, 2022	Jason Kanji	1.00	Correspond with real estate agents re: Lions Court sale.
May 10, 2022	Jesse Cooper	2.00	Discussion re: Ace Lien. Review new supporting documents from Ace. Reconcile supporting documents to summary workbook.
May 11, 2022	Rosa Wilford	0.80	Review estate bank account/print screens; Post EFT entries; and reconcile April statement; reconcile April GIC term deposits; Print Summary of Estate Balance Report; Print and attach copies of investments; Match to reconciliation and initial report; Provide to authorized officer for review and signing.
May 12, 2022	Jason Kanji	1.50	Review listing proposals and correspondence with listing agents re: Lions Court Sale; Review CRA tax matters.
May 13, 2022	Valerie Naccarato	0.20	Scan deposit requisition form to server, file original.
May 17, 2022	Jason Kanji	1.20	Calls with Real Estate agent to coordinate listing and presentation matters; Correspond with M. G. Dak re: maintenance of lawn; Review CRA matters; Internal calls re: same.
May 17, 2022	Rosa Wilford	0.40	Complete HST Returns: Review and print Estate General Ledger Report; Prepare and net-file monthly HST returns for the period from April 1-30, 2022; Update excel schedule; Scan and save on server with supporting documentation.
May 19, 2022	Jake Wiebe	2.00	Planning listing with team and preparation of property for photography; Emails with Clearflow re: CIBC wire details.
May 19, 2022	Rosa Wilford	0.30	Review internal email instructions from team re Banking; Review account ledger and reports; Correspondences to Bank with supporting documentation in order to provide copies of payments issued; Respond to team email.
May 23, 2022	Jesse Cooper	0.20	Purchase Harddrive for file sharing with CRA.
May 24, 2022	Jake Wiebe	0.50	Planning Lions Court listing with team and realtor.
May 24, 2022	Jesse Cooper	0.50	Encrypt hard drive and upload CRA files.

Date	Full Name	Time	Detail
May 24, 2022	Rosa Wilford	0.30	Review internal email instructions from team re Banking; Review payment requests; Review account ledger; Prepare Bank letter; Prepare disbursement requisition form; Set-up accrual payment; Email.
May 25, 2022	Jake Wiebe	0.40	Email to G.Dak counsel re: lack of cooperation from G. Dak re: listing.
May 25, 2022	Rosa Wilford	0.50	Correspondences to and from Bank for authorization of wire transfer/confirmation; Fax; Emails; Post disbursement and payment entries; Print and attach transaction report; Provide team with wire confirmation.
May 26, 2022	Jake Wiebe	2.10	Drafting APS for Lions Court; Correspondence with Realtor re: same; Emails with Clearflow re: Lions Court listing and copies of cheques from CIBC.
May 26, 2022	Jesse Cooper	1.00	Review case website to determine outstanding documents. Review internal file network. Organize for files to be uploaded to case website. Emails.
May 26, 2022	Rosa Wilford	0.20	Review response from Bank on our request to provide copies; Notify team for review; Save on server; Emails.
May 30, 2022	Jason Kanji	0.50	Calls with realtor re: sale of Lions Court property.

Time Charges and Expenses:

J. Wiebe, Sr. Vice President	8.60 hours @ \$ 695.00 per hour	\$ 5,977.00
J. Kanji, Sr. Manager	6.20 hours @ \$ 375.00 per hour	\$ 2,325.00
R. Wilford, Manager	3.50 hours @ \$ 295.00 per hour	\$ 1,032.50
J. Cooper, Sr. Associate	3.70 hours @ \$ 205.00 per hour	\$ 758.50
V. Naccarato, Analyst	0.60 hours @ \$ 165.00 per hour	\$ 99.00
	<u>22.60</u>	<u>\$ 10,192.00</u>
5% Technology and Administration		\$ 509.60
		<u>\$ 10,701.60</u>
Disbursements		
IT Equipment Expense		\$ 70.29
HST		\$ 1,400.35
Total Invoice Due		<u><u>\$ 12,172.24</u></u>

Court File No. CV-20-00649154-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESale, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

BILL OF COSTS

BN 12738 4717 RT0001
Client # 294801
Invoice #LSO-8302

To professional services rendered as Receiver and Manager for the period from June 1, 2022 to June 30, 2022.

Date	Full Name	Time	Detail
June 14, 2022	Ada Shahini	0.40	Reviewed file to determine WEPP finalization documents and discharge for WEPP account with CRA; Updated and gathered documentation and saved information on server.
June 2, 2022	Jake Wiebe	5.00	Drafting report to court for sale of Lions Court.
June 9, 2022	Jake Wiebe	3.00	Correspondence with realtor and counsel; Review offers; Correspondence with M. Gdak.
June 10, 2022	Jake Wiebe	2.00	Review and countersign offer; Correspondence with realtor.
June 11, 2022	Jake Wiebe	0.50	Emails with Realtor re; offers.
June 14, 2022	Jake Wiebe	5.90	Ace Lien review and set up call with Ace counsel.
June 15, 2022	Jake Wiebe	6.70	Call with counsel and Ace counsel; Drafting report to court.

Date	Full Name	Time	Detail
June 16, 2022	Jake Wiebe	2.20	Review signback with amendments from purchaser of Lions Court; Correspondence with counsel re: same; Prepare and submit counter.
June 17, 2022	Jake Wiebe	1.20	Correspondence re: offer signback on Lions Court.
June 29, 2022	Jake Wiebe	1.30	Call with counsel; Review additional Ace lien information provided by Ace counsel.
June 30, 2022	Jake Wiebe	0.80	Prepare for and attend call with counsel and Ace counsel.
June 6, 2022	Jason Kanji	1.50	Calls with real estate agent and team internally re: sales process of Lions Court; Review lien matters.
June 9, 2022	Jason Kanji	0.50	Calls with real estate agent re: sales process and offers on Lions Court.
June 15, 2022	Jason Kanji	0.50	Correspond with BMO re: mortgage on Lions Court.
June 16, 2022	Jesse Cooper	0.50	Review outstanding bills. Prepare payment tracker and arrange for payment of bills.
June 1, 2022	Rosa Wilford	0.30	Review mail from banking institution re GIC Investment Certificates; Review account ledger; Match to estate account; Scan and save on server.
June 2, 2022	Rosa Wilford	0.60	Review mail received; Scan, save on server and notify team for review and directions; Email; Review internal email instructions from team re Banking; Review payment request; Review account ledger; Prepare disbursement requisition form; Notify authorized signing officer for approval; Post invoice entries; Issue cheque; Emails.
June 3, 2022	Rosa Wilford	0.10	Review mail received; Scan, save on server and notify team for review and directions; Email.
June 9, 2022	Rosa Wilford	0.30	On-line banking; Review estate bank account/print screens; Review account ledger; Notify Bank re discrepancy on account and to kindly rectify and advise once completed; Email.
June 14, 2022	Rosa Wilford	0.60	Review correspondences from Creditor; Provide wire instructions; Correspondences to and from Bank on expecting incoming wire with supporting documentation; Emails; phone call re same.
June 15, 2022	Rosa Wilford	0.60	On-line banking; Review print screens for expecting incoming wire; Notify team funds received; Prepare receipt requisition form; Post deposit entries, print slip and stamp date for signing; Respond to various emails and provide supporting documentation.

Date	Full Name	Time	Detail
June 16, 2022	Rosa Wilford	0.60	On-line banking; Review estate bank account/print screens; Post EFT entries; and reconcile May statement; reconcile May GIC term deposits; Print Summary of Estate Balance Report; Print and attach copies of investments; Match to reconciliations and initial report; Provide to authorized officer for review and signing.
June 28, 2022	Rosa Wilford	0.50	Complete HST Returns: Review and print Estate General Ledger Report; Prepare and net-file monthly HST returns for the period from May 1-31, 2022; Update excel schedule; Scan and save on server with supporting documentation.
June 2, 2022	Valerie Naccarato	0.20	Scan cheque requisition form to server and file original.
June 10, 2022	Valerie Naccarato	0.20	Scan cheque requisition form to the server; file original.
June 30, 2022	Valerie Naccarato	0.20	Scan cheque requisition form to server and file original.

Time Charges and Expenses:

J. Wiebe, Sr. Vice President	28.60 hours @ \$ 695.00 per hour	\$ 19,877.00
J. Kanji, Sr. Manager	2.50 hours @ \$ 375.00 per hour	\$ 937.50
R. Wilford, Manager	3.60 hours @ \$ 295.00 per hour	\$ 1,062.00
A. Shahini, Sr. Associate	0.40 hours @ \$ 200.00 per hour	\$ 80.00
J. Cooper, Sr. Associate	0.50 hours @ \$ 205.00 per hour	\$ 102.50
V. Naccarato, Analyst	0.60 hours @ \$ 165.00 per hour	\$ 99.00
	<u>36.20</u>	<u>\$ 22,158.00</u>
5% Technology and Administration		\$ 1,107.90
		<u>\$ 23,265.90</u>
HST		\$ 3,024.57
Total Invoice Due		<u>\$ 26,290.47</u>

Exhibit “**B**” to the Affidavit of Jacob Wiebe, sworn
before me this 11 day of July 2022

A handwritten signature in blue ink, appearing to read "Adriana Pysine", is written above a horizontal line.

Commissioner for Taking Affidavits, etc.

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC**

**Billing Summary
for the period from April 1, 2022 to June 30, 2022**

Period	Fees	Disbursements	Subtotal	HST	Total
April 1-30, 2022	\$ 15,329.48	\$ -	\$ 15,329.48	\$ 1,992.83	\$ 17,322.31
May 1-31, 2022	\$ 10,701.60	\$ 70.29	\$ 10,771.89	\$ 1,400.35	\$ 12,172.24
June 1-30, 2022	\$ 23,265.90	\$ -	\$ 23,265.90	\$ 3,024.57	\$ 26,290.47
	\$ 49,296.98	\$ 70.29	\$ 49,367.27	\$ 6,417.75	\$ 55,785.02

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.**

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

AFFIDAVIT OF JACOB WIEBE

GRANT THORNTON LIMITED

200 King Street West

11th Floor

Toronto, ON, M5H 3T4

Tel. 416-366-0100

Fax. 416-360-4948

Email Jake.Wiebe@ca.gt.com

Appendix 30

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

- and -

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

**AFFIDAVIT OF CHRISTINE MASON
(Sworn July 7, 2022)**

I, **CHRISTINE MASON**, of the City of Toronto, in the Province of Ontario, **MAKE**

OATH AND SAY:

1. I am a partner at the law firm of Borden Ladner Gervais LLP ("**BLG**"), counsel to Grant Thornton Limited ("**GTL**") in its capacity as Court-appointed receiver (the "**Receiver**") of Trigger Wholesale, Inc. ("**Trigger**"), The En Cadre Group Inc. ("**En Cadre**"), and certain real property owned by each of Jaimak Real Properties Inc. ("**Jaimak**") or Jaimee Lynn Gdak, (collectively the "**Debtors**"), and as such have knowledge of the matters hereinafter deposed to.

2. This affidavit is made in support of a motion for, among other things, the approval of the fees and disbursements of BLG for the period from April 1, 2022 to June 30, 2022 (the "**Fees Period**"). Attached hereto and marked as **Exhibit "A"** are true copies of the accounts of BLG for the Fees Period, in the total amount of \$54,121.02.

3. The accounts attached as Exhibit A provide a fair and accurate description of the activities undertaken by BLG. Attached hereto and marked as **Exhibit “B”** is a summary of the hourly rates and time expended by the professionals at BLG during the Fees Period.

4. BLG requests that the Court approve its accounts for the Fees Period for fees in the amount of \$46,884.50, disbursements of \$1,047.02 and taxes of \$6,189.50 for services rendered and recorded.

SWORN BEFORE ME over video)
teleconference this 7th day of July 2022,)
in accordance with Ontario Regulation)
431/20. The affiant was located in)
Toronto, Ontario, while the)
commissioner, Mariela Adriana)
Gasparini, was located in Vaughan,)
Ontario.)



A Commissioner for Taking Affidavits



CHRISTINE MASON

EXHIBIT A

This is the Exhibit marked "A" referred to
in the Affidavit of Christine Mason,
sworn before me this 7th day of July, 2022.

A handwritten signature in blue ink, appearing to read "Adrienne Givins", is written over a horizontal line.

A Commissioner for Taking Affidavits



Borden Ladner Gervais LLP
Lawyers | Patent & Trade-mark Agents
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000 F 416.367.6749
blg.com

Grant Thornton LLP
200 King Street West
11th Floor
Toronto, ON M5H 3T4

May 20, 2022

Attention: Jake Wiebe
Senior Vice President

Invoice # 698113750
Page 1

Re: Trigger Wholesale

File No: 547730/000032

PROFESSIONAL SERVICES rendered to April 30, 2022 in connection with the above matter as described in the attached.

Fees	\$ 15,433.00
Disbursements and Other Charges	672.07
HST on Fees and Taxable Disbursements and Other Charges	2,093.66
Total this Invoice	\$ 18,198.73

THIS IS OUR ACCOUNT - E. & O.E.

BORDEN LADNER GERVAIS LLP

Borden Ladner Gervais LLP

For: Roger Jaipargas

Grant Thornton LLP
Re: Trigger Wholesale

May 20, 2022
Invoice # 698113750
File No: 547730/000032
Page 2

PROFESSIONAL SERVICES RENDERED to April 30, 2022

Apr 7, 2022	A. Gasparini	0.40	Draft fees affidavit and compile invoices and send to R. Jaipargas for review.
Apr 7, 2022	R. Jaipargas	0.70	Emails from various parties to the service list re: request for removal from the service list; emails to A. Gasparini re: instructions on same; email from J. Simpson re: revised Order in connection with Motion to set-aside the Mareva injunction; review same; email to J. Simpson re: same; email to J. Wiebe on draft Order and Notice of Motion for the April 29 Motion to deal with the Lions property; email to and from A. Gasparini re: Fee Affidavit; review same.
Apr 8, 2022	A. Gasparini	0.30	Compile and commission C. Mason's fee affidavit and send final fee affidavit to R. Jaipargas.
Apr 8, 2022	C. Mason	0.20	Reviewing and swearing fees affidavit.
Apr 11, 2022	R. Jaipargas	0.20	Emails from and to J. Wiebe re: status of the court report for the Motion on April 29 and changes required to the draft Notice of Motion re: same.
Apr 12, 2022	R. Jaipargas	0.50	Engaged on review and revisions to draft Notice of Motion and Order for the April 29 Motion; email to J. Wiebe re: same.
Apr 13, 2022	R. Jaipargas	0.10	Email to J. Wiebe re: motion materials for April motion.
Apr 14, 2022	R. Jaipargas	0.30	Emails from and to J. Wiebe re: Lerner's possible fee motion for payment of amounts not covered by the insurer's and status of same; emails to and from J. Wiebe re: draft Seventh Report of the Receiver.
Apr 18, 2022	A. Gasparini	0.60	Receive instructions from R. Jaipargas; compile appendices and bookmark.
Apr 18, 2022	R. Jaipargas	0.20	Emails from and to A. Gasparini re: draft Seventh Report; telephone attendance with A. Gasparini re: instructions on same and timing for service of motion materials for April 29th Motion.
Apr 19, 2022	A. Gasparini	0.40	Review seventh report and revise notice of motion and order; email J. Wiebe re fee affidavit of appendices to seventh report.

Grant Thornton LLP
Re: Trigger Wholesale

May 20, 2022
Invoice # 698113750
File No: 547730/000032
Page 3

Apr 19, 2022	R. Jaipargas	2.90	Engaged on review and revisions to the Seventh Report of the Receiver in connection with the Motion on April 29 to market the Lions property; emails to and from A. Gasparini re: same; email to A. Gasparini re: instructions; emails to and from J. Wiebe re: revised draft Report and next steps re: finalizing Motion Record for motion on April 29.
Apr 20, 2022	A. Gasparini	0.70	Review report and finalize motion record shell; revise notice of motion and order; conduct blackline of notice of motion; compile motion record and bookmark; send motion record to R. Jaipargas for review.
Apr 20, 2022	R. Jaipargas	0.90	Emails from the commercial list office in connection with motion on April 21 to set-aside the Mareva order; email from J. Wiebe re: signed report of the Receiver; emails to and from J. Wiebe re: further comments on the draft order; telephone attendance with J. Wiebe re: same; emails to and from J. Heimpel re: discussion regarding Ace Lawn Care lien claim; review Affidavit of J. Johnson in connection with April 21 Motion.
Apr 21, 2022	A. Gasparini	1.00	Receive instructions from R. Jaipargas; revise motion record and send to R. Jaipargas; serve motion record upon service list; draft letter to courier party; email copy centre re instructions for physical motion record; email S. Tedesco re courier; resend motion record to P. Confalone; draft affidavit of service and swear same with C. Chien; review CaseLines and email J. Pera re April 29 bundle; send motion record and AOS to filing clerks with instructions.

Grant Thornton LLP
Re: Trigger Wholesale

May 20, 2022
Invoice # 698113750
File No: 547730/000032
Page 4

Apr 21, 2022	R. Jaipargas	1.60	Engaged on revisions to the Notice of Motion and draft Order in connection with the Motion on April 29 to seek authorization to market and sell the Lions Court property; emails to and from J. Wiebe re: same; emails to and from A. Gasparini re: same; engaged on review of final Motion Record for service to the service list for service on April 29; telephone attendance with A. Gasparini re: instructions on same; emails to and from J. Heimpel re: Ace Lawn Care liens; telephone attendance with J. Heimpel re: same; emails to and from J. Simpson, J. Squire and B. Blay re: Clearflow Motion on April 22 to set aside the Mareva injunction and position of the parties and receiver re: same.
Apr 21, 2022	L. White	0.40	E-filed a Motion record to the Commercial court office.
Apr 22, 2022	R. Jaipargas	1.10	Email from the Commercial List Office re: timing for motion on April 29; telephone attendance with A. Gasparini re: instructions on email required to the Service List re: same; attend at Motion by Clearflow to set-aside the Mareva injunction before Justice McEwen; telephone attendance with J. Wiebe re: request by B. Blay not to close the Lions property sale prior to June 30th; telephone attendance with B. Blay re: same.
Apr 24, 2022	R. Jaipargas	0.20	Emails from and to B. Blay re: position of M. Gdak and J. Gdak re: motion on April 29 to approve a marketing of the Lions Court Property.
Apr 25, 2022	R. Jaipargas	0.10	Email from and to B. Blay re: April 29th motion to market the Lions property and position of J. Gdak re: same; email to J. Squire re: same.
Apr 27, 2022	R. Jaipargas	0.80	Conference call with B. Blay re: motion on April 29 and position of J. Gdak and M. Gdak re: same and possible request for an adjournment; telephone attendance with J. Wiebe re: same; email to J. Squire re: position of M. Gdak on motion returnable on April 29 to authorize the receiver to market the Lions property.

Grant Thornton LLP
Re: Trigger Wholesale

May 20, 2022
Invoice # 698113750
File No: 547730/000032
Page 5

Apr 28, 2022	R. Jaipargas	2.80	Engaged on review of Motion Record of the Receiver and the Seventh Report of the Receiver re: motion scheduled for April 29 to authorize the Receiver to market the Lions property; emails to and from B. Blay and D. Magisano re: position on motion for April 29; telephone attendance with D. Magisano and J. Wiebe re: same; emails to and from B. Blay and D. Magisano re: position for motion on April 29; email re: LOI from Donna Gdak; review same; emails to and from J. Wiebe re: same.
Apr 29, 2022	A. Gasparini	0.40	Upload order to CaseLines and email R. Jaipargas; send copy of order to J. McEwen; email Commercial List Court for order issuance.
Apr 29, 2022	R. Jaipargas	2.00	Prepare for and attend at motion to obtain an order permitting Grant Thornton to market the Lions property; emails to and from J. Dean re: position of Donna Gdak re: motion to market the Lions property; telephone attendance with X. Yan re: upcoming sale of the Lions property; email to J. Wiebe, B. Blay and J. Squire re: issue of listing of Lions Court property; emails to and from A. Gasparini re: signed Order of Justice McEwen for marketing of property.

TO OUR FEES

\$ 15,433.00

FEE SUMMARY

<u>Timekeeper</u>	<u>Hours</u>	<u>Avg. Rate/Hr.</u>	<u>Amount</u>
A. Gasparini	3.80	\$ 290.00	\$ 1,102.00
R. Jaipargas	14.40	975.00	14,040.00
C. Mason	0.20	845.00	169.00
L. White	0.40	305.00	122.00

Grant Thornton LLP
Re: Trigger Wholesale

May 20, 2022
Invoice # 698113750
File No: 547730/000032
Page 6

18.80

\$ 15,433.00

DISBURSEMENTS AND OTHER CHARGES:

Taxable

G=GST; Q=QST; H=HST; P=PST

Binding Charges	\$31.00	H
Copies	621.60	H
Courier	19.47	H

Total Taxable Disbursements and Other Charges

672.07

Total Disbursements and Other Charges

672.07

Total Fees and Disbursements and Other Charges

16,105.07

HST on Fees and Taxable Disbursements and Other Charges

2,093.66

TOTAL THIS INVOICE

\$ 18,198.73



Borden Ladner Gervais LLP
Lawyers | Patent & Trade-mark Agents
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000 F 416.367.6749
blg.com

Grant Thornton LLP
200 King Street West
11th Floor
Toronto, ON M5H 3T4

May 20, 2022
Invoice # 698113750
RJ/RJ

Re: Trigger Wholesale

File No: 547730/000032

REMITTANCE COPY

Fees	\$ 15,433.00
Disbursements and Other Charges	672.07
HST on Fees and Taxable Disbursements and Other Charges	2,093.66
Total this Invoice	<u>\$ 18,198.73</u>

PLEASE REFER TO PAYMENT OPTIONS PAGE FOR REMITTANCE INFORMATION.



Borden Ladner Gervais LLP
Lawyers | Patent & Trade-mark Agents
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000 F 416.367.6749
blg.com

Grant Thornton LLP
200 King Street West
11th Floor
Toronto, ON M5H 3T4

July 6, 2022

Attention: Jake Wiebe
Senior Vice President

Invoice # 698128959
Page 1

Re: Trigger Wholesale

File No: 547730/000032

PROFESSIONAL SERVICES rendered to June 30, 2022 in connection with the above matter as described in the attached.

Fees	\$ 31,451.50
Disbursements and Other Charges	374.95
HST on Fees and Taxable Disbursements and Other Charges	4,095.84
Total this Invoice	<u><u>\$ 35,922.29</u></u>

THIS IS OUR ACCOUNT - E. & O.E.

BORDEN LADNER GERVAIS LLP

Borden Ladner Gervais LLP

For: Roger Jaipargas

Grant Thornton LLP
Re: Trigger Wholesale

July 6, 2022
Invoice # 698128959
File No: 547730/000032
Page 2

PROFESSIONAL SERVICES RENDERED to June 30, 2022

May 2, 2022	A. Gasparini	0.20	Send Order to J. Francis and L. White for e-filing.
May 3, 2022	J.L. Francis	0.40	Submitted a Requisition and Order to the court to be e-filed.
May 3, 2022	A. Gasparini	0.60	Draft requisition and send to e-filing clerks for order filing; send issued and entered order to the service list; revise service list.
May 3, 2022	R. Jaipargas	0.10	Email from A. Gasparini re: issued and entered Order and Endorsement of Justice McEwen re: sale of Lions Court property.
May 4, 2022	R. Jaipargas	0.10	Telephone attendance with J. Wiebe re: LOI from D. Gdak and approach to take re: same.
May 5, 2022	R. Jaipargas	0.20	Emails from and to J. Wiebe and D. Boan re: documents for of Ace Lawn Care lien; emails to and from D. Boan re: same.
May 18, 2022	R. Jaipargas	0.20	Emails from and to J. Wiebe re: listing agreement with Lions Court; emails to and from B. Blay and J. Simpson re: access to digital website re: information from Gdak computers.
May 25, 2022	R. Jaipargas	0.20	Emails from and to J. Wiebe re: issue of access to the Lions property; email from and to B. Blay re: data for website for information from Gdak computers.
May 26, 2022	R. Jaipargas	0.20	Email from J. Squire re: status of the Gdak cooperation with the receiver on Lions court; email to J. Wiebe re: same.
Jun 10, 2022	R. Jaipargas	0.10	Emails from and to J. Wiebe re: court time required for approval of the Lions Court transaction.
Jun 13, 2022	P. Ghaemi	0.20	Correspondence with X. Yan re signed APS (Lion's Court).

Grant Thornton LLP
Re: Trigger Wholesale

July 6, 2022
Invoice # 698128959
File No: 547730/000032
Page 3

Jun 13, 2022	R. Jaipargas	1.50	Emails from and to Alsou at the commercial list office re: court date for hearing of the sale approval of the Lions Court property; emails to and from J. Wiebe re: same; emails to and from J. Wiebe re: offer for Lions; conference call with J. Wiebe re: Ace lien and issues arising from same; emails to and from J. Simpson re: status of judgments as against J. Gdak and M. Gdak; conference call with J. Simpson re: same; emails to and from B. Blay, J. Squire in connection with court time for a motion to approve the Lions Court sales transaction.
Jun 13, 2022	X. Yan	0.40	Reviewed offer for Lions Court and considered same.
Jun 14, 2022	P. Ghaemi	1.90	Review APS; call/correspondence with X. Yan re same (Lion's Court).
Jun 14, 2022	R. Jaipargas	1.20	Engaged on review of APS for sale of Lions Court; emails to and from X. Yan re: same; emails to and from J. Wiebe re: meeting with J. Heimpel; emails to and from J. Heimpel re: meeting to discuss Ace Lawn Care liens; emails to and from J. Wiebe re: lien summary for Ace; review same; emails to and from J. Heimpel re: same.
Jun 14, 2022	X. Yan	1.10	Discussed with Peyman G re APS; call with buyer's counsel re APS; email with comments to client.
Jun 15, 2022	P. Ghaemi	0.60	Review Amendment to APS; correspondence with X. Yan and Purchaser's counsel re same and extension of condition (Lion's Court).
Jun 15, 2022	R. Jaipargas	0.80	Conference call with J. Heimpel and J. Wiebe re: proposed resolution of Ace Lawn Care lien; conference call with X. Yan and J. Wiebe re: status of Lions Court transaction; emails to and from X. Yan in connection with same; review amendment to Lions Court APS; emails to and from J. Squire re: dates for hearing of motion to approve Lions Court transaction.
Jun 15, 2022	X. Yan	0.20	Emails re receivership order and model AVO with buyer's counsel.
Jun 15, 2022	X. Yan	1.30	Call with client re amendment and seller's solicitor's condition; call and email with buyer's counsel re same.

Grant Thornton LLP
Re: Trigger Wholesale

July 6, 2022
Invoice # 698128959
File No: 547730/000032
Page 4

Jun 16, 2022	P. Ghaemi	1.40	Call/correspondence with X. Yan re Amendment to APS; update/revise same; correspondence with Purchaser's counsel re extension of condition date (Lion's Court).
Jun 16, 2022	R. Jaipargas	1.70	Emails from and to X. Yan, B. Blay and J. Wiebe re: sale of the Lions Court property; conference call with J. Wiebe re: request to extend time for Gdaks occupation of Lions Court; subsequent call with B. Blay and J. Wiebe re: same; conference call with X. Yan re: same; subsequent email to B. Blay re: terms of extension of time for the Gdaks to reside at Lions Court; emails to and from X. Yan re: amendment to Lions Court APS; emails to the commercial list office re: timing for motion to approve the Lions Court sale; emails to other counsel re: same.
Jun 16, 2022	X. Yan	1.30	Reviewed, discussed and provided comments on revised APS; discussed with Roger J re Ben Blay's request; call with buyer's counsel re revised APS.
Jun 17, 2022	R. Jaipargas	0.40	Emails from and to B. Blay re: Gdak living arrangements at Lions Court and extension of time re: same; emails to and from X. Yan re: Lions amendment.
Jun 17, 2022	X. Yan	0.20	Emails with Buyer's counsel re APS: reviewed executed revised APS.
Jun 19, 2022	R. Jaipargas	0.30	Emails from and to Alsou at the commercial list office re: date set for hearing of the motion to approve the Lions Court transaction; emails to and from J. Heimpel re: same; email to and from J. Wiebe re: same.
Jun 20, 2022	R. Jaipargas	4.40	Engaged on preparing notice of motion, AVO and General Order for approval of Lions Court transaction and other relief on motion on July 18; email to X. Yan re: draft AVO and real estate changes required re: same; discussions with A. Gasparini re: Fee Affidavit and timing for service of motion record.
Jun 21, 2022	R. Jaipargas	2.00	Engaged on drafting Notice of Motion and Orders for July 18 motion in connection with approval of the Lions Court transaction and various other relief from the court.

Grant Thornton LLP
Re: Trigger Wholesale

July 6, 2022
Invoice # 698128959
File No: 547730/000032
Page 5

Jun 21, 2022	X. Yan	0.40	Reviewed draft AVO, considered same and provided comments.
Jun 22, 2022	P. Ghaemi	2.80	Update/revise draft Approval and Vesting Order based on the signed APS; review draft Notice of Motion; call/correspondence with X. Yan and R. Jaipargas re same (Lion's Court).
Jun 22, 2022	R. Jaipargas	1.50	Email to P. Ghaemi re: draft Notice of Motion for review for sale hearing on July 18; engaged on further revisions to draft motion materials for motion on July 18; emails to and from P. Ghaemi re: comments on AVO and Notice of Motion; engaged on further changes to same; email to J. Wiebe re: status of discharge statement to BMO for Lions Court property and address for service for BMO.
Jun 22, 2022	X. Yan	0.80	Reviewed revised AVO and provided comments; discussed with Roger J.
Jun 23, 2022	R. Jaipargas	0.50	Emails from and to J. Wiebe re: amount owing to BMO on Lions Court and discharge statement required on same; emails to and from P. Ghaemi re: instrument for BMO mortgage; review same; revisions to Notice of Motion in connection with same; emails to and from P. Ghaemi re: Lions Court transaction; emails to and from J. Wiebe re: same.
Jun 27, 2022	R. Jaipargas	0.70	Engaged on further revisions to draft notice of motion and AVO and general Order re: motion for approval of Lions Court transaction; email to and from X. Yan re: closing issues for Lion Court.
Jun 27, 2022	X. Yan	0.20	Emails re agent commission.
Jun 28, 2022	R. Jaipargas	0.70	Email from J. Heimpel re: position of Ace Lawn Care on settlement of lien; consider same; email to J. Wiebe re: same.
Jun 29, 2022	A. Gasparini	0.20	Draft confidential brief shell.
Jun 29, 2022	P. Ghaemi	0.30	Correspondence with Purchaser's counsel re Approval and Vesting (Lion's Court).

Grant Thornton LLP
Re: Trigger Wholesale

July 6, 2022
Invoice # 698128959
File No: 547730/000032
Page 6

Jun 29, 2022	R. Jaipargas	2.70	Conference call with J. Wiebe re: email from J. Heimpel re: Ace lien settlement and counter-offer re: same and next steps on same; emails to and from J. Heimpel re: conference call required to discuss same; emails to and from B. Blay re: extension of time for the Gdak's to occupy Lions Court; emails to J. Wiebe re: contents of 8th Report; email from B. Blay re: same; email to and from J. Wiebe re: court documents for hearing; telephone attendance with J. Wiebe re: same; email to P. Ghaemi re: AVO to be sent to counsel to the purchaser of Lions; telephone attendance with P. Ghaemi re: security review required for Lions Court; conference call with B. Blay re: statutory declaration required from Jaimee Lynn Gdak in connection with nature and extent of liabilities; email to B. Blay re: same; emails to and from B. Blay re: status of CRA refund.
Jun 29, 2022	X. Yan	0.30	Discussed re BMO mortgage and opinion re same.
Jun 30, 2022	P. Ghaemi	0.50	Correspondence with K. Hughes re preparation of opinion re the BMO mortgage registered on title (Lion's Court).
Jun 30, 2022	R. Jaipargas	3.50	Conference call with J. Heimpel and J. Wiebe re: Ace Lawn Care lien and possible resolution of same; emails to and from J. Heimpel re: same; engaged on drafting the minutes of settlement with Ace Lawn Care; emails to and from J. Heimpel re: lien actions and Orders required dismissing lien claims; further review of motion materials for July 18 motion.

TO OUR FEES

\$ 31,451.50

FEE SUMMARY

<u>Timekeeper</u>	<u>Hours</u>	<u>Avg. Rate/Hr.</u>	<u>Amount</u>
-------------------	--------------	--------------------------	---------------

Grant Thornton LLP
Re: Trigger Wholesale

July 6, 2022
Invoice # 698128959
File No: 547730/000032
Page 7

J.L. Francis	0.40	\$ 305.00	\$ 122.00
A. Gasparini	1.00	290.00	290.00
P. Ghaemi	7.70	535.00	4,119.50
R. Jaipargas	23.00	975.00	22,425.00
X. Yan	6.20	725.00	4,495.00
	<u>38.30</u>		<u>\$ 31,451.50</u>

DISBURSEMENTS AND OTHER CHARGES:

Non-Taxable

Notice of Motion \$320.00

Total Non-Taxable Disbursements and Other Charges 320.00

Taxable

Teraview Search Fees 54.95 H

Total Taxable Disbursements and Other Charges 54.95

Total Disbursements and Other Charges 374.95

Total Fees and Disbursements and Other Charges 31,826.45

HST on Fees and Taxable Disbursements and Other Charges 4,095.84

TOTAL THIS INVOICE \$ 35,922.29



Borden Ladner Gervais LLP
Lawyers | Patent & Trade-mark Agents
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000 F 416.367.6749
blg.com

Grant Thornton LLP
200 King Street West
11th Floor
Toronto, ON M5H 3T4

July 6, 2022
Invoice # 698128959
RJ/RJ

Re: Trigger Wholesale

File No: 547730/000032

REMITTANCE COPY

Fees	\$ 31,451.50
Disbursements and Other Charges	374.95
HST on Fees and Taxable Disbursements and Other Charges	4,095.84
Total this Invoice	<u>\$ 35,922.29</u>

PLEASE REFER TO PAYMENT OPTIONS PAGE FOR REMITTANCE INFORMATION.

EXHIBIT B

This is the Exhibit marked "B" referred to
in the Affidavit of Christine Mason,
sworn before me this 7th day of July, 2022.

A handwritten signature in blue ink, appearing to read "Adrianna Gypine". The signature is fluid and cursive, with a large loop at the end.

A Commissioner for Taking Affidavits

EXHIBIT “B”
Summary of Fees and Disbursements of Borden Ladner Gervais LLP
for the period from April 1, 2022 to June 30, 2022

Name of Professional	Total Hours Billed	Avg. Hourly Rate (\$/Hr) (2022)	Total Amount Billed
L. White	0.40	\$305.00	\$122.00
J. Francis	0.40	\$305.00	\$122.00
R. Jaipargas	37.40	\$975.00	\$36,465.00
C. Mason	0.20	\$845.00	\$169.00
X. Yan	6.20	\$725.00	\$4,495.00
P. Ghaemi	7.70	\$535.00	\$4,119.50
A. Gasparini	4.80	\$290.00	\$1,392.00
Total Hours/Average Rate/Total Fees	57.10	\$821.09	\$46,884.50
Total Disbursements			\$1,047.02
Total Fees and Disbursements excluding Tax			\$47,931.52
Taxes (GST/HST)			\$6,189.50
Total Fees and Disbursements including Tax			\$54,121.02

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale, INC. et al.

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDINGS COMMENCED AT TORONTO

AFFIDAVIT OF CHRISTINE MASON

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Appendix 31

**IN THE MATTER OF THE RECEIVERSHIP OF TRIGGER WHOLESALE INC., THE ENCARDE GROUP AND
CERTAIN REAL PROPERTIES OWNED BY JAIMAK REAL PROPERTIES INC. AND JAMIEE GDAK
INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD ENDING JUNE 30, 2022**

Receipts - Real Property

Proceeds from sale of Real Property	\$ 9,629,062	
HST Collected on sale of Real Property	488,938	
Gross Sale Proceeds on Real Property	<u>\$</u>	10,118,000

Receipts - Other Property and Assets

Proceeds from sale of inventory and equipment	\$ 1,350,611	
Proceeds from sale of Personal Property Assets	919,317	
Accounts receivable collection	394,915	
HST Collected	294,484	
Receiver's Certificate advance	70,984	
Refunds	88,346	
Cash in Bank	40,156	
HST Refund	156,084	
Interest income	5,946	\$ 3,320,841
Total Cash Receipts	<u>\$</u>	<u>13,438,840.87</u>

Disbursements

Real Property Sales Commissions	\$ 381,520	
Plus: HST Remitted on Real Property Sales Commissions	49,598	
Property Tax Payable on Real Property	47,981	
HST Remitted	369,243	
Insurance	115,948	
Legal fees for Mark and Jaimee Gdak's counsel	80,000	
Commissions	73,956	
Freight/delivery	59,996	
Payments to Mark and Jaimee Gdak	111,180	
Storage/moving	27,797	
Occupation rent	26,000	
HST Paid	26,393	
Change of locks & security	24,161	
Outside consulting	20,867	
Duty	16,044	
Utilities, Repairs & Maintenance	14,881	
Transfer to Trustee account (Bankruptcy)	10,262	
IT Consulting	13,749	
Appraisal fees	5,375	
Telephone/internet	3,510	
Condominium Fees	7,526	
Bank charges	2,650	
Ascend license fees	550	
Advertising	477	
Filing fees paid to Official Receiver	140	
Canada Revenue Agency (Priority Claim)	394,583	
Receiver's fees	825,364	
HST on Receiver's fees	107,297	
Receivers counsel's fees	936,979	
HST on Receivers counsel's fees	121,159	
Total Cash Disbursements	<u>\$</u>	<u>3,875,186</u>

Net Available Funds

	<u>\$</u>	<u>9,563,655</u>
Clearflow Commercial Finance Corp.		8,620,000
Construction Lien Settlement		80,000

Remaining Available Funds

	<u>\$</u>	<u>863,655</u>
Less: Proposed payment to Ace		423,734
Less: Holdback for Mark Gdak legal fees		150,000
	<u>\$</u>	<u>573,734</u>

Remaining Funds Available for Distribution

	<u>\$</u>	<u>289,920</u>
Note: The Receiver is also holding the deposit on sale of Lions Court	<u>\$</u>	<u>72,985.00</u>

Confidential Appendix 1

(Subject to the request for a sealing order)

Confidential Appendix 2

(Subject to the request for a sealing order)

Confidential Appendix 3

(Subject to the request for a sealing order)

CLEARFLOW COMMERCIAL and
FINANCE CORP.

TRIGGER WHOLESale, INC., THE
EN CADRE GROUP INC., MARK
GDAK, JAIMEE LYNN GDAK and
JAIMAK REAL PROPERTIES INC.

Applicant

Respondents

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

**EIGHTH REPORT OF THE RECEIVER,
GRANT THORNTON LIMITED**

BORDEN LADNER GERVAIS LLP
Barristers and Solicitors
East Tower, Bay Adelaide Centre
22 Adelaide St West #3400
Toronto, ON M5H 4E3

Roger Jaipargas
Tel: (416) 367-6266
Email: rjaipargas@blg.com
(LSO #43275C)

Lawyers for Grant Thornton Limited

Tab 3

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

THE HONOURABLE	)	MONDAY, THE 18 th
	)	
MR. JUSTICE MCEWEN	)	DAY OF JULY, 2022

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.**

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated June 9, 2022 and an amendment to agreement of purchase and sale dated June 15, 2022 (the "**Sale Agreement**") between the Receiver and Li-Ling Chien (the "**Purchaser**") for the purchase and sale of a property located at 250 Lions Court, Waterloo, Ontario (the "**Purchased Property**") and appended to the eighth report of the Receiver dated July 11, 2022 (the "**Eighth Report**"), and vesting in the Purchaser, Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the Eighth Report, the affidavit of Jacob Wiebe sworn July 11, 2022 (the "**Wiebe Affidavit**"), the affidavit of Christine Mason sworn July 7, 2022 (the "**Mason Affidavit**") and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp, counsel for the Respondents and such other counsel as listed on the participant sheet, no one appearing for any other person on the service list, although properly served, as appears from the affidavit of Mariela Adriana Gasparini sworn July 11, 2022.

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

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Gilmore dated October 13, 2020; (ii) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated October 22, 2020; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or

relating to the Purchased Property are hereby expunged and discharged as against the Purchased Property.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Waterloo (LRO#58) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

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

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

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

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

the vesting of the Purchased Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Jaimee Lynn Gdak, and shall not be void or voidable by creditors of Jaimee Lynn Gdak, nor shall it constitute nor be deemed to be

a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT ORDERS** that Confidential Appendices “1” and “2” to the Eighth Report be and are hereby sealed until the closing of the Transaction.

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20–00649154–00CL

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.**

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated October 13, 2020, Grant Thornton Limited ("**GTL**") was appointed as the interim receiver of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Honourable Mr. Justice McEwen of the Court dated October 22, 2020, GTL was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of the Debtors and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak.

C. Pursuant to an Order of the Honourable Mr. Justice McEwen dated July 18, 2022, the Court approved the agreement of purchase and sale dated June 9, 2022 and an amendment to agreement of purchase and sale dated June 15, 2022 (the "**Sale Agreement**") between the

Receiver and Li-Ling Chien (the "**Purchaser**") and provided for the vesting in the Purchaser of Jaimee Lynn Gdak's right, title and interest in and to the property located at 250 Lions Court, Waterloo, Ontario (the "**Purchased Property**"), which vesting is to be effective with respect to the Purchased Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Property; (ii) that the conditions to Closing as set out in section 2 of Schedule B of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 2 of Schedule B of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**GRANT THORNTON LIMITED, in its
capacity as Receiver of the undertaking,
property and assets of the Debtors and not in
its personal capacity**

Per: _____
Name:
Title:

Schedule B – Purchased Property

1. Real Property

250 Lions Court, Waterloo, Ontario, legally described as LOT 46, PLAN 58M-166; SUBJECT TO EASEMENT NO. LT52777 IN FAVOR OF THE CORPORATION OF THE CITY OF WATERLOO AND UNION GAS LIMITED OVER PT 46 ON 58R-12696; TOGETHER WITH RIGHT OF WAY NO. 443531 OVER PTS 4 AND 5 ON 58R-12488; WATERLOO, being all of PIN 22389-0593 (LT).

2. Chattels

All chattels situate on the Real Property as of the acceptance date of the Sale Agreement for which the Receiver has the authority to sell, save and except for the following, which shall be excluded from the Purchased Property:

- a) Wine racks from the “Cold Room”;
- b) Microwave (not built in);
- c) Washer and dryer;
- d) All indoor and outdoor furniture; and
- e) The drapes in the office, dining room, second bedroom, and the primary bedroom.

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

1. Charge in the principal amount of \$540,936 registered on May 8, 2007 as Instrument Number WR294446 in favour of Bank of Montreal;
2. Application to Register a Court Order registered on October 23, 2020 as Instrument Number WR1292380 in favour of ClearFlow Commercial Finance Corp.;
3. Construction Lien registered on November 30, 2020 as Instrument Number WR1301369 by Ace Lawn Care Inc.; and
4. Certificate of Action registered on February 26, 2021 as Instrument Number WR1321472 by Ace Lawn Care Inc.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. any reservations, restrictions, rights of way, easements or covenants that run with the land, to the extent such reservations, restrictions, rights of way, easements or covenants are preserved by Section 44 of the Land Titles Act (Ontario);
2. any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. all laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
4. any minor easements for the supply of utility service to the Real Property or adjacent properties;
5. encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties, which surveys have been delivered to the Buyer prior to execution of the Sale Agreement, and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Real Property and survey matters generally;
6. the exceptions and qualifications set forth in the Land Titles Act (Ontario);
7. the reservations contained in the original grant from the Crown;
8. Notice of Subdivision Agreement registered on August 31, 2000 as Instrument Number LT50132; and
9. Application to Annex Restrictive Covenant registered on November 3, 2000 as Instrument Number LT53132.

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and-

TRIGGER WHOLESale, INC. et al.
Respondents

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

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Tab 4

Court File No. — CV-20-00649154-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) ~~WEEKDAY~~ MONDAY, THE
) # 18th
MR. JUSTICE — MCEWEN)
 DAY OF ~~MONTH~~ JULY, ~~20YR~~ 2022

B E T W E E N:

PLAINTIFF

Plaintiff

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

- and —

DEFENDANT

Defendant

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of ~~[DEBTOR]~~ (Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "~~Debtor~~ Debtors") for an order approving the sale transaction (the "**Transaction**") contemplated

by an agreement of purchase and sale dated June 9, 2022 and an amendment to agreement of purchase and sale dated June 15, 2022 (the "Sale Agreement") between the Receiver and ~~[NAME OF PURCHASER]~~ Li-Ling Chien (the "Purchaser") ~~dated [DATE]~~ for the purchase and sale of a property located at 250 Lions Court, Waterloo, Ontario (the "Purchased Property") and appended to the ~~Report~~ Eighth report of the Receiver dated ~~[DATE]~~ July 11, 2022 (the "Eighth Report"), and vesting in the Purchaser ~~the Debtor, Jaimee Lynn Gdak~~'s right, title and interest in and to the ~~assets described in the Sale Agreement (the "Purchased Assets")~~ Property, was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ by Zoom videoconference due to the COVID-19 pandemic.

ON READING the Eighth Report, the affidavit of Jacob Wiebe sworn July 11, 2022 (the "Wiebe Affidavit"), the affidavit of Christine Mason sworn July 7, 2022 (the "Mason Affidavit") and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~ counsel for Clearflow Commercial Finance Corp, counsel for the Respondents and such other counsel as listed on the participant sheet, no one appearing for any other person on the service list, although properly served, as appears from the affidavit of ~~[NAME]~~ Mariela Adriana Gasparini sworn ~~[DATE]~~ filed¹: July 11, 2022.

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as

¹ ~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

² ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³ ~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased ~~Assets~~Property to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of ~~the Debtor~~Jaimie Lynn Gdak's right, title and interest in and to the Purchased ~~Assets~~Property described in the Sale Agreement ~~[and listed on Schedule B hereto]~~⁴ shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Gilmore dated ~~[DATE]~~October 13, 2020; (ii) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated October 22, 2020; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased ~~Assets~~Property are hereby expunged and discharged as against the Purchased ~~Assets~~Property.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the ~~[Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~[Land Titles Division of

⁴~~To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

⁵~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

~~{LOCATION}~~ Waterloo (LRO#58) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased ~~Assets~~Property shall stand in the place and stead of the Purchased ~~Assets~~Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased ~~Assets~~Property with the same priority as they had with respect to the Purchased ~~Assets~~Property immediately prior to the sale⁸, as if the Purchased ~~Assets~~Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

~~6. — THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

⁶ Elect the language appropriate to the land registry system (Registry vs. Land Titles).

⁷ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

⁸ ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

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

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

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

7. ~~8.~~ **THIS COURT ORDERS AND DECLARES** that Confidential Appendices “1” and “2” to the Eighth Report be and are hereby sealed until the closing of the Transaction ~~is exempt from the application of the Bulk Sales Act (Ontario).~~

8. ~~9.~~ **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.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20-00649154-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

PLAINTIFF

Plaintiff

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

- and -

DEFENDANT

Defendant

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES
INC.

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Madam Justice Gilmore of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ October 13, 2020, Grant Thornton Limited ("GTL") was appointed as the interim receiver ~~(the "Receiver")~~ of the undertaking, property and assets of ~~[DEBTOR]~~ (Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the ~~"Debtor"~~ Debtors")).

B. Pursuant to an Order of the Honourable Mr. Justice McEwen of the Court dated ~~[DATE]~~ October 22, 2020, GTL was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of the Debtors and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak.

C. Pursuant to an Order of the Honourable Mr. Justice McEwen dated July 18, 2022, the Court approved the agreement of purchase and sale ~~made as of [DATE OF AGREEMENT]~~ dated June 9, 2022 and an amendment to agreement of purchase and sale dated June 15, 2022 (the “**Sale Agreement**”) between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~ Li-Ling Chien (the “**Purchaser**”) and provided for the vesting in the Purchaser of ~~the Debtor~~ Jaimee Lynn Gdak’s right, title and interest in and to the property located at 250 Lions Court, Waterloo, Ontario (the “Purchased ~~Assets~~Property”), which vesting is to be effective with respect to the Purchased ~~Assets~~ Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased ~~Assets~~ Property; (ii) that the conditions to Closing as set out in section ~~2~~ 2 of Schedule B of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased ~~Assets~~ Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section ~~2~~ 2 of Schedule B of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

~~[NAME OF RECEIVER]~~ GRANT

THORNTON LIMITED, in its capacity as
Receiver of the undertaking, property and
assets of ~~{DEBTOR}~~, the Debtors and not in
its personal capacity

Per: _____

Name:

Title:

Schedule B – Purchased ~~Assets~~ Property

1. Real Property

250 Lions Court, Waterloo, Ontario, legally described as LOT 46, PLAN 58M-166; SUBJECT TO EASEMENT NO. LT52777 IN FAVOR OF THE CORPORATION OF THE CITY OF WATERLOO AND UNION GAS LIMITED OVER PT 46 ON 58R-12696; TOGETHER WITH RIGHT OF WAY NO. 443531 OVER PTS 4 AND 5 ON 58R-12488; WATERLOO, being all of PIN 22389-0593 (LT).

2. Chattels

All chattels situate on the Real Property as of the acceptance date of the Sale Agreement for which the Receiver has the authority to sell, save and except for the following, which shall be excluded from the Purchased Property:

- a) Wine racks from the “Cold Room”;
- b) Microwave (not built in);
- c) Washer and dryer;
- d) All indoor and outdoor furniture; and
- e) The drapes in the office, dining room, second bedroom, and the primary bedroom.

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

1. Charge in the principal amount of \$540,936 registered on May 8, 2007 as Instrument Number WR294446 in favour of Bank of Montreal;
2. Application to Register a Court Order registered on October 23, 2020 as Instrument Number WR1292380 in favour of ClearFlow Commercial Finance Corp.;
3. Construction Lien registered on November 30, 2020 as Instrument Number WR1301369 by Ace Lawn Care Inc.; and
4. Certificate of Action registered on February 26, 2021 as Instrument Number WR1321472 by Ace Lawn Care Inc.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. any reservations, restrictions, rights of way, easements or covenants that run with the land, to the extent such reservations, restrictions, rights of way, easements or covenants are preserved by Section 44 of the Land Titles Act (Ontario);
2. any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. all laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
4. any minor easements for the supply of utility service to the Real Property or adjacent properties;
5. encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties, which surveys have been delivered to the Buyer prior to execution of the Sale Agreement, and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Real Property and survey matters generally;
6. the exceptions and qualifications set forth in the Land Titles Act (Ontario);
7. the reservations contained in the original grant from the Crown;
8. Notice of Subdivision Agreement registered on August 31, 2000 as Instrument Number LT50132; and
9. Application to Annex Restrictive Covenant registered on November 3, 2000 as Instrument Number LT53132.

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and-

TRIGGER WHOLESALE, INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower

22 Adelaide St W

Toronto, Ontario M5H 4E3

Tel: 416-367-6000

Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266

Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as
Court-appointed Receiver of Trigger Wholesale, Inc. and The En
Cadre Group Inc.

Document comparison by Workshare Compare on July 11, 2022 9:43:05 AM

Input:	
Document 1 ID	iManage://blg-mobility.imatech.work/DOCUMENTS/130162093/1
Description	#130162093v1<blg-mobility.imatech.work> - Grant Thornton/Trigger - Approval and Vesting Order (Lions Court)
Document 2 ID	iManage://blg-mobility.imatech.work/DOCUMENTS/130162093/4
Description	#130162093v4<blg-mobility.imatech.work> - Grant Thornton/Trigger - Approval and Vesting Order (Lions Court)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	

Padding cell	
--------------	--

Statistics:	
	Count
Insertions	151
Deletions	112
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	263

Tab 5

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

THE HONOURABLE	)	MONDAY, THE 18 th
	)	
MR. JUSTICE MCEWEN	)	DAY OF JULY, 2022

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

ORDER

THIS MOTION, made by Grant Thornton Limited (“**GTL**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) of the assets, property and undertaking of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the “**Debtors**”) and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, as set out in Schedule “A” (collectively, the “**Real Property**”) to the Order of Mr. Justice McEwen dated October 22, 2020 (the “**Appointment Order**”), for an order, for the relief as set out in the Notice of Motion dated July 11, 2022, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the eighth report of the Receiver dated July 11, 2022 (the "**Eighth Report**"), the affidavit of Jacob Wiebe sworn July 11, 2022 (the "**Wiebe Affidavit**"), the affidavit of Christine Mason sworn July 7, 2022 (the "**Mason Affidavit**") and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp, counsel for the Respondents and such other counsel as listed on the participant sheet, no one appearing for any other person on the service list, although properly served, as appears from the affidavit of Mariela Adriana Gasparini sworn July 11, 2022.

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the Eighth Report.
3. **THIS COURT ORDERS** that the Eighth Report of the Receiver and the activities of the Receiver, as described in the Eighth Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
4. **THIS COURT ORDERS** that the interim statement of receipts and disbursements as at June 30, 2022, be and is hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period April 1, 2022 to June 30, 2022, as set out in the Wiebe Affidavit, be and is hereby approved.
6. **THIS COURT ORDERS** that the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver for the period April 1, 2022 to June 30, 2022, as set out in the Mason Affidavit, be and is hereby approved.
7. **THIS COURT ORDERS** that the settlement of certain claims advanced by Ace Lawn Care Inc. ("**Ace**") under the *Construction Act*, R.S.O. 1990, c. C.30, in respect of the supply of services and/or materials to the properties located at 157 Saugeen Beach Road, Port Elgin, Ontario (the "**Saugeen Property**"), 652 Colby Drive, Waterloo, Ontario (the "**Colby**

Property”), 265 Old Post Rd., Waterloo, Ontario (the “**Old Post Property**”) and 250 Lions Court, Waterloo, Ontario (the “**Lions Property**”), in accordance with the terms of a Settlement Agreement dated July 7, 2022 (the “**Settlement Agreement**”) between the Receiver and Ace, be and are hereby approved.

8. **THIS COURT ORDERS** that the Receiver is authorized to make a distribution to Ace in the amount of \$423,734.46, from the proceeds of the Trigger Real Property, as described in the Eighth Report, subject to the satisfaction of the terms of the Settlement Agreement.

9. **THIS COURT ORDERS** that the Receiver is authorized to make a distribution to Bank of Montreal (“**BMO**”), up to the amount of the secured obligations owing to BMO from the proceeds of sale of the Lions Property.

10. **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.

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and-

TRIGGER WHOLESale, INC. et al.
Respondents

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

PROCEEDING COMMENCED AT
TORONTO

ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Tab 6

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

**THE HONOURABLE
MR. JUSTICE MCEWEN**

)
)
)

**MONDAY, THE 18TH
DAY OF JULY, 2022**

BETWEEN:

ACE LAWN CARE INC.

Plaintiff

-and-

**JAIMEE GDAK a.k.a. JAIMEE LYNN GDAK, MARK GDAK, and JAIMAK REAL
PROPERTIES INC.**

Defendants

ORDER

THIS MOTION, made, on consent of the Parties, by Grant Thornton Limited, in its capacity of Court-Appointed receiver of Trigger Wholesale, Inc., The En Cadre Group Inc. and certain real property, for an Order discharging the liens of the Plaintiff and dismissing the within action without costs, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

UPON READING the consent of the Parties, filed,

1. **THIS COURT ORDERS** that leave to bring the within motion in Toronto is hereby granted.
2. **THIS COURT ORDERS** that the liens of the Plaintiff, Ace Lawn Care Inc. in respect of its Claims for Lien, registered on (1) November 30, 2020, as Instrument No. WR1301363, in LRO #58, (2) November 30, 2020, as Instrument No. WR1301358, in LRO #58, and (3) November 30, 2020, as Instrument No. WR1301369, in LRO #58 is discharged.
3. **THIS COURT ORDERS** that the within action be and is hereby dismissed without costs.

4. **THIS COURT ORDERS** that a copy of this Order shall be served on the Plaintiff, forthwith after entry, by sending a copy to its counsel, Sorbara, Schumacher, McCann LLP, attention: Justin Heimpel, by email to justin@sorbaralaw.com.
 5. **THIS COURT ORDERS** that there be no costs of this motion.
-

ACE LAWN CARE INC.

-and-

**JAIMEE GDAK a.k.a. JAIMEE LYNN GDAK, MARK GDAK,
and JAIMAK REAL PROPERTIES INC.**

Applicant

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF THE *Construction Lien Act*, R.S.O. 1990, c.
C30

PROCEEDING COMMENCED AT
Kitchener

ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-
appointed Receiver of Trigger Wholesale, Inc. and The En Cadre
Group Inc.

Tab 7

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

**THE HONOURABLE
MR. JUSTICE MCEWEN**

)
)
)

**MONDAY, THE 18TH
DAY OF JULY, 2022**

BETWEEN:

ACE LAWN CARE INC.

Plaintiff

-and-

JAIMEE GDAK a.k.a JAIMEE LYNN GDAK and MARK GDAK

Defendants

ORDER

THIS MOTION, made, on consent of the Parties, by Grant Thornton Limited, in its capacity of Court-Appointed receiver of Trigger Wholesale, Inc., The En Cadre Group Inc. and certain real property, for an Order discharging the lien of the Plaintiff and dismissing the within action without costs, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

UPON READING the consent of the Parties, filed,

1. **THIS COURT ORDERS** that leave to bring the within motion in Toronto is hereby granted.
2. **THIS COURT ORDERS** that the lien of the Plaintiff, Ace Lawn Care Inc. in respect of its Claim for Lien, registered on November 30, 2020, as Instrument No. BR162705, in LRO#3, is discharged.
3. **THIS COURT ORDERS** that the within action be and is hereby dismissed without costs.
4. **THIS COURT ORDERS** that a copy of this Order shall be served on the Plaintiff, forthwith after entry, by sending a copy to its counsel, Sorbara, Schumacher, McCann LLP, attention: Justin Heimpel, by email to justin@sorbaralaw.com.

5. **THIS COURT ORDERS** that there be no costs of this motion.

ACE LAWN CARE INC.

Applicant

-and-

JAIMEE GDAK a.k.a JAIMEE LYNN GDAK and MARK GDAK
Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF THE *Construction Lien Act*, R.S.O. 1990, c.
C30

PROCEEDING COMMENCED AT
Walkerton

ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and-

TRIGGER WHOLESALE, INC. et al.
Respondents

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

PROCEEDING COMMENCED AT
TORONTO

**MOTION RECORD
(Returnable July 18, 2022)**

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.