Court File No.: CV-16-11369-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

1299746 ONTARIO INC. o/a COMPUQUEST2000 and
2252709 ONTARIO INC.

Respondents

MOTION RECORD

June 7, 2017

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Lawyers for the Respondents and Gary Bodimeade

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Lawyers for the Receiver

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CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

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2252709 ONTARIO INC.

Respondents

NOTICE OF MOTION

Mr. Gary Wayne Bodimeade ("**Mr. Bodimeade**"), an interested party in the within proceeding, will make a Motion to a Judge presiding over the Commercial List on at the Court House, 330 University Avenue, 8th Floor, Toronto, Ontario, M5G 1R7.

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

THE MOTION IS FOR:

(a) An Order granting leave, if necessary, to bring the within motion against the Receiver (as defined below) *nunc pro tunc*;

(b) An Order requiring the Receiver to permanently expunge any materials filed with the Court that disclose any of the Guilty Plea, Probation Order or fact of the Discharge (as such terms are defined below), including, without limitation, by:

(i) Removing the Second Report (as defined below) currently filed with Court and replacing same with an amended version redacting paragraphs 58 to 60, and removing Appendix 32 attached to the Second Report in its entirety; and

(ii) Removing the Motion Record for Directions (as defined below) currently filed with the Court and replacing same with an amended version redacting paragraph 4 of the Notice of Motion (under the "Grounds for the Motion" section) (as defined below) contained therein ("**Court File Removal and Replacement**");

(c) An Order requiring the Receiver to permanently expunge any materials uploaded on its website at the following URL: https://www.grantthornton.ca/services/reorg/bankruptcy_and_insolvency/compuquest2000 (the "**Receiver's Website**"), that disclose any of the Guilty Plea, Probation Order or fact of the Discharge (as such terms are defined below), including, without limitation, by:

(i) Removing the Second Report (as defined below) currently uploaded on the Receiver's Website and replacing same with an amended version redacting paragraphs 58 to 60, and removing Appendix 32 attached to the Second Report in its entirety; and

(ii) Removing the Motion Record for Directions (as defined below) currently uploaded on the Receiver's Website and replacing same with an amended version redacting paragraph 4 of the Notice of Motion (under the

"Grounds for the Motion" section) (as defined below) contained therein ("**Receiver's Website Removal and Replacement**");

(d) An Order requiring the Receiver to personally pay the costs associated with the Court File Removal and Replacement and the Receiver's Website Removal and Replacement (for greater certainty, such costs ought not be borne by the Respondents' estate);

(e) An Order that all documents and materials filed in connection with the within Motion, together with the Order granted, shall be sealed and shall not form part of the public record, pending further Order of the Court;

(f) Costs of this motion as against the Receiver personally, on a substantial indemnity basis (for greater certainty, such costs ought not be borne by the Respondents' estate); and

(g) Such further and other relief as counsel may advise and as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE

(a) Mr. Bodimeade is the principal of the Respondents, 1299746 Ontario Inc. o/a CompuQuest2000 ("**CompuQuest**") and 2252709 Ontario Inc. ("**225**") (together, the "**Respondents**");

(b) Pursuant to the Order of the Honourable Mr. Justice Newbould of the Ontario Superior Court of Justice (Commercial List) dated May 17, 2016, Grant Thornton

Limited ("**GTL**") was appointed as receiver (in such capacity, the "**Corporate Receiver**"), without security, of all of the assets, undertakings and property (collectively, the "**Property**") of the Respondents (the "**Appointment Order**");

(c) Pursuant to Order of the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) dated January 25, 2017, GTL was appointed as equitable receiver (the "**Ashburn Receiver**", together with the "**GTL**" referred to as the "**Receiver**"), without security, of the real property known municipally as 7472 Ashburn Road, Whitby, Ontario (the "**Ashburn Property**");

Mr. Bodimeade's Guilty Plea, Probation Order and Discharge

(d) In or around 2005, Mr. Bodimeade was charged with laundering the proceeds of crime contrary to Criminal Code, to which he pleaded guilty (the "**Guilty Plea**");

(e) Pursuant to the Probation Order of the Honourable Mr. Justice Sutherland dated September 12, 2006, Mr. Bodimeade was given two (2) years' probation on conditions (the "**Probation Order**");

(f) Mr. Bodimeade respected the conditions of the (2) years' probation as set out in the Probation Order;

(g) Mr. Bodimeade was ultimately discharged and the Guilty Plea entry was expunged after three (3) years following the date of the sentence (the "**Discharge**");

The Receiver's Disclosure of the Guilty Plea, Probation Order and Fact of the Discharge

Receiver's Second Report

(h) On or about November 24, 2016, GTL filed its Second Report (the "**Second Report**"). The purpose of the Second Report was ostensibly to, among other things, support the CIBC's motion to appoint the Ashburn Receiver over the Ashburn Property;

(i) Paragraphs 58 to 60 of the Second Report reference the above-noted Guilty Plea and Probation Order. Specifically:

> (i) "58. Shortly after the Receiver's appointment, the Receiver learned from Minden Gross, its independent counsel, that on September 12, 2006, Bodimeade was found guilty of laundering proceeds of crime contrary to the Criminal Code, arising out of charges that Bodimeade and his brother defrauded Royal Bank of Canada. A copy of the record of conviction is attached as **Appendix "32"**.
>
> 59. Bodimeade was placed on probation for a period of two years and was therefore on probation at the time of the purchase of the Ashburn Property.
>
> 60. The Receiver understands that CIBC was unaware of Bodimeade's criminal record prior to the appointment of the Receiver."

(j) Appendix 32 attached to the Second Report encloses a copy of the Probation Order and documents related to the Guilty Plea. These documents were provided to the Receiver by its counsel, Minden Gross LLP. Minden Gross LLP had possession of these documents as a result of a prior retainer involving Mr. Bodimeade unrelated to the within proceeding;

(k) The Second Report inaccurately characterizes the effect of the Probation Order and Discharge, and improperly makes reference to a "criminal record" and "record of conviction";

Receiver's Motion for Directions

(l) On or about February 21, 2017, the Receiver brought a motion for directions. In support of its motion, the Receiver filed its Motion Record dated February 15, 2017 (the "**Motion Record for Directions**") which contained the Receiver's Notice of Motion dated February 15, 2017 (the "**Notice of Motion**");

(m) Paragraph 4 of the Notice of Motion (under the "Grounds for the Motion" section) references the above-noted Guilty Plea. Specifically, the Notice of Motion provides as follows:

> "4. In 2006, Gary pleaded guilty to money laundering arising from charges that he defrauded Royal Bank of Canada and was placed on two-years' probation."

(n) Despite Mr. Bodimeade's requests to the Receiver (through its counsel) to seal and remove materials and references to the Probation Order and the fact of the Discharge, the Receiver has refused to do so;

(o) Section 6.1 of the *Criminal Records Act*, R.S.C., 1985, c. C-47, as amended, prohibits disclosure of the existence of the record of a discharge or the fact of the discharge to any person, without the prior approval of the Minister of Public Safety and Emergency Preparedness (the "**Minister**"), if more than three years have elapsed since an offender was discharged on the conditions prescribed in a probation order;

(p) The Minister did not grant prior approval of the disclosure of the Guilty Plea, the Probation Order or the fact of the Discharge by Minden Gross LLP or by the Receiver;

(q) The disclosure of the Guilty Plea, the Probation Order and the fact of the Discharge has caused, and will continue to cause, harm to Mr. Bodimeade;

(r) Section 137 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

(s) Section 6.1 of the *Criminal Records Act*, R.S.C., 1985, c. C-47, as amended;

(m) Rules 1, 3, 37 and 57 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

(t) Such further and other grounds as the lawyers may advise.

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

(a) The Affidavit of Gary Wayne Bodimeade sworn June 7, 2017, and the exhibits attached thereto; and

(b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

CANADIAN IMPERIAL BANK OF COMMERCE	and	1299746 ONTARIO INC. o/a COMPUQUEST2000 and 2252709 ONTARIO INC.
Applicant		Respondents

Court File No.: CV-16-11369-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

NOTICE OF MOTION

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Lawyers for the Respondents and Gary Bodimeade

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Court File No.: CV-16-11369-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N :

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

1299746 ONTARIO INC. o/a COMPUQUEST2000 and
2252709 ONTARIO INC.

Respondents

AFFIDAVIT OF GARY WAYNE BODIMEADE
(SWORN JUNE 7, 2017)

I, **GARY WAYNE BODIMEADE**, of the City of Whitby, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS**:

1. I am the director and officer of the debtors in the within proceeding, 1299746 Ontario Inc. o/a Compuquest2000 ("**129**") and 2252709 Ontario Inc. ("**225**") (collectively referred to as the "**Respondents**"), and as such, have knowledge of the matters contained in this Affidavit. To the extent that I refer to information that is not within my personal knowledge, I have stated the source of that information and verily believe it to be true.

Receivership Proceeding

2. Pursuant to the Order of the Honourable Mr. Justice Newbould of the Ontario Superior Court of Justice (Commercial List) dated May 17, 2016, Grant Thornton Limited ("**GTL**") was appointed as receiver (in such capacity, the "**Corporate Receiver**"),

without security, of all of the assets, undertakings and property (collectively, the "**Property**") of the Respondents (the "**Appointment Order**"). Attached hereto and marked as **Exhibit "A"** is a copy of the Appointment Order.

3. Pursuant to Order of the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) dated January 25, 2017 (the "**Ashburn Appointment Order**"), GTL was appointed as equitable receiver (the "**Ashburn Receiver**", and together with the Corporate Receiver, the "**Receiver**"), without security, of the real property known municipally as 7472 Ashburn Road, Whitby, Ontario (the "**Ashburn Property**"). Attached hereto and marked as **Exhibit "B"** is a copy of the Ashburn Appointment Order.

4. Minden Gross LLP acts as counsel to the Receiver in the within proceeding.

Guilty Plea, Probation Order and Discharge

5. In or around 2005, I was charged with laundering the proceeds of crime and fraud over $5,000.00 contrary to the Criminal Code, in relation to actions involving the Royal Bank of Canada ("**RBC**").

6. I ultimately pleaded guilty to the charge of laundering the proceeds of crime contrary to the Criminal Code (the "**Guilty Plea**"). Pursuant to the Probation Order of the Honourable Mr. Justice Sutherland dated September 12, 2006, I was given two (2) years' probation on conditions (the "**Probation Order**"). The fraud over $5,000 charge was withdrawn. Attached hereto and marked as **Exhibit "C"** is a copy of the Probation Order

along with other documents related to my Guilty Plea, which have been produced in the Receiver's Second Report dated November 24, 2016 (as further described below).

7. I respected the conditions of my two (2) years' probation as set out in the Probation Order. Accordingly, I was ultimately discharged and I verily believe that the Guilty Plea entry was expunged after three (3) years from that date (the "**Discharge**").

8. I verily believe that by virtue of the Discharge, the Guilty Plea did not result in a criminal conviction and did not form part of my criminal record.

9. From my recollection, Ms. Catherine Francis of Minden Gross LLP was acting as civil counsel for the RBC in connection with this matter. I do not recall the extent or the disposition of Ms. Francis' involvement. I now understand that as a result of said involvement, Ms. Francis was in possession of information and documentation related to the Guilty Plea, the Probation Order and the fact of the Discharge, which she has provided to the Receiver in connection with the within proceeding (as further described below).

The Receiver's Disclosure of the Guilty Plea, Probation Order and Discharge

A) Receiver's Second Report

10. On or about November 24, 2016, GTL filed its Second Report (the "**Second Report**"). The purpose of the Second Report was ostensibly to, among other things, support CIBC's motion to appoint the Ashburn Receiver over the Ashburn Property.

11. Paragraphs 58 to 60 of the Second Report reference the above-noted Guilty Plea and Probation Order, and improperly makes references to a "record of conviction" and "criminal record". Specifically:

> "58. Shortly after the Receiver's appointment, ***the Receiver learned from Minden Gross, its independent counsel***, that on September 12, 2006, Bodimeade was ***found guilty*** of laundering proceeds of crime contrary to the Criminal Code, arising out of charges that Bodimeade and his brother defrauded Royal Bank of Canada. A copy of the ***record of conviction*** is attached as **Appendix "32"**.
>
> 59. Bodimeade was placed on probation for a period of two years and was therefore on probation at the time of the purchase of the Ashburn Property.
>
> 60. The Receiver understands that CIBC was unaware of Bodimeade's ***criminal record*** prior to the appointment of the Receiver." [emphasis added]

Attached hereto and marked as **Exhibit "D"** is a copy of the relevant portion of the Second Report.

12. Appendix 32 attached to the Second Report encloses a copy of the Probation Order and documents related to the Guilty Plea and fact of the Discharge, which are attached hereto as Exhibit "C".

B) Receiver's Motion for Directions

13. On or about February 21, 2017, the Receiver brought a motion for directions. In support of its motion, the Receiver filed its Motion Record dated February 15, 2017 (the "**Motion Record for Directions**") which contained the Receiver's Notice of Motion dated February 15, 2017 (the "**Notice of Motion**").

14. Paragraph 4 of the Notice of Motion (under the "Grounds for the Motion" section) references the above-noted Guilty Plea. Specifically, the Notice of Motion provides as follows:

> "4. In 2006, Gary pleaded guilty to money laundering arising from charges that he defrauded Royal Bank of Canada and was placed on two-years' probation."

Attached hereto and marked as **Exhibit "E"** is a copy of the Receiver's Notice of Motion.

Requests to Receiver to Remove Probation Order

15. By letter dated April 24, 2017, my counsel, Stephanie De Caria of Miller Thomson LLP, advised Ms. Francis that the above-noted disclosure contravenes section 6.1 of the *Criminal Records Act*, R.S.C., 1985, c. C-47, as amended (the "**Request Letter**"). Therein, Ms. De Caria requested confirmation on whether the Receiver obtained approval from the Minister to disclose my Discharge. Further, she requested that the Receiver immediately take all steps available to have same sealed and removed from the public record. She also requested that Ms. Francis advise how the Receiver came into possession of the Probation Order. Attached hereto and marked as **Exhibit "F"** is a copy of the Request Letter.

16. I am advised by Ms. De Caria and do verily believe that following the Request Letter, the following email exchange took place:

(a) By email response dated April 24, 2017, Ms. Francis confirmed she acted on prior litigation and that as a result of a prior retainer, Minden Gross LLP was in possession of information related to my Guilty Plea and provided a copy of the document to the Receiver. Ms. Francis further advised that the Receiver did not read the *Criminal Records Act* as prohibiting disclosure of the money-laundering charge in the Receiver's report;

(b) Ms. Francis' email also includes information related to an earlier fraud conviction in 1993, for which I was granted pardon from in 2007 and for which the Receiver chose not to disclose. However, Ms. Francis indicated that the Receiver reserves the right to bring to the court's attention the earlier fraud conviction and my alleged failure to disclose information in applying for the pardon;

(c) By email response dated April 25, 2017, Ms. De Caria attempted to clarify the purpose of the Request Letter and again requested that the Receiver permanently seal and remove the Second Report from the public record at its own cost;

(d) By email dated April 25, 2017, Ms. Francis advised, among other things, that she did not read Section 6.1 of the *Criminal Records Act* as prohibiting a third party in possession of information about an individual's criminal history from disclosing that information, that a conditional or absolute discharge or a pardon of a criminal offence does not wipe out the underlying facts, and the court is entitled to consider such facts to the extent that they are relevant to determine matters in issue in a case. A copy of the email thread between Ms. De Caria and Ms. Francis dated April 24, 2017 and April 25, 2017 is attached hereto and marked as **Exhibit "G"**.

17. With respect to my pardon application from the 1993 conviction, I wish to advise that I retained the services of Pardon Services Canada to complete my application. I properly disclosed all information required to obtain such pardon and my pardon application was granted. I attempted to locate a copy of my pardon application from Pardon Services Canada, but was unsuccessful in doing so.

18. I verily believe that by virtue of the pardon being granted, my earlier 1993 conviction no longer forms part of my criminal record and that the Receiver is not at liberty to raise same with the Court or disclose such information.

19. The Receiver's disclosure of the Guilty Plea has had a prejudicial effect on my personal and business relationships. I verily believe that the Receiver's disclosure will continue to adversely affect me.

20. I verily believe that the Minister did not grant prior approval of the disclosure of the Guilty Plea, the Probation Order or the fact of the Discharge by Minden Gross LLP or by the Receiver.

21. I make this Affidavit in support of my motion for an Order requiring the Receiver to permanently expunge any materials filed with the Court and posted on its website that disclose any of the Guilty Charge, Probation Order or the fact of the Discharge, at its sole cost.

SWORN BEFORE me at the City of Toronto, in the Province of Ontario, on June 7, 2017. A Commissioner for taking affidavits. Stephanie De Caria	))))))	**GARY WAYNE BODIMEADE**

TAB
A

This is Exhibit "A" referred to in the
Affidavit of Gary Wayne Bodimeade
sworn before me this 7th day of June, 2017

A Commissioner for Taking Affidavits
Stephanie DeCoria

Court File No. CV-16-11369-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR	)	TUESDAY, THE 17th
	)	
JUSTICE NEWBOULD	)	DAY OF MAY, 2016

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

\- and -

1299746 ONTARIO INC. o/a COMPUQUEST2000 and 2252709 ONTARIO INC.

Respondents

ORDER
(appointing Receiver)

THIS APPLICATION made by Canadian Imperial Bank of Commerce ("**CIBC**") for an Order pursuant to subsection 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 ("**GTL**") as receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of 1299746 Ontario Inc. o/a CompuQuest2000 and 2252709 Ontario Inc. (together, the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including, without limitation, the real property municipally known as 1935 Silicone Drive, Pickering, Ontario (the "**Premises**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Douglas MacLaine sworn April 28, 2016 and the exhibits thereto, the consent of GTL to act as the Receiver, and the consent of the Debtor, and on hearing the submissions of counsel for CIBC,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the notice of application and the application record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, GTL is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including, without limitation, the Premises, and all proceeds thereof (collectively, the "**Property**").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(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 Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(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 $150,000.00, provided that the aggregate consideration for all such transactions does not exceed $300,000.00; 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, and in each case the Ontario *Bulk Sales Act* shall not apply;

(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;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or

with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act.*

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all

such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **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

17. **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

18. **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.

19. **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.

20. **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

21. **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 $50,000.00 (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.

22. **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.

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

24. **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

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/eservice-commercial/) 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 and shall be accessible from the following URL: www.grantthornton.ca/compuquest2000.

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

last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. **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.

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

29. **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.

30. **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.

31. **THIS COURT ORDERS** that CIBC shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of CIBC's security or, if not so provided by CIBC's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. **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.

Dunlap J.

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

MAY 17 2016

PER / PAR:

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $_____________________

1. **THIS IS TO CERTIFY** that Grant Thornton Limited, the receiver (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of 1299746 Ontario Inc. o/a CompuQuest2000 and 2252709 Ontario Inc. (together, the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including, without limitation, the real property municipally known as 1935 Silicone Drive, Pickering, Ontario (the "**Premises**"), and all proceeds thereof, (collectively, the "**Property**"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the <*> day of May 2016 (the "**Order**") made in an application having Court file number CV-16-11369-00CL, 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 Bank of _________ from time to time.

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

7. The Receiver does not undertake, and it is not under any personal 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 the Receiver of the Property, and not in its personal capacity

Per: ______________________________

Name:

Title:

CANADIAN IMPERIAL BANK OF COMMERCE - and - **1299746 ONTARIO INC. O/A COMPUQUEST2000 ET AL.**

Court File No. CV-16-11369-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

ORDER

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Lawyers for Canadian Imperial Bank of Commerce

25756422.2

TAB

B

This is Exhibit "B" referred to in the
Affidavit of Gary Wayne Bodimeade
sworn before me this 7th day of June, 2017

A Commissioner for Taking Affidavits
Stephanie DeCaria

Court File No. CV-16-11369-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	WEDNESDAY, THE 25TH DAY
	)	
JUSTICE CONWAY	)	OF JANUARY, 2017

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

\- and -

1299746 ONTARIO INC. o/a COMPUQUEST2000 and
2252709 ONTARIO INC.

Respondents

ORDER
(appointing Receiver)

THIS MOTION made by the Applicant, Canadian Imperial Bank of Commerce ("**CIBC**") for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Grant Thornton Limited ("**GTL**") as equitable receiver (in such capacity, the "**Receiver**") without security, of the real property known municipally as 7472 Ashburn Road, Whitby, Ontario, and described legally in PIN 26578-0082 (LT) (the "**Ashburn Property**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the notice of motion, the second report of Grant Thornton Limited ("**GTL**") in its capacity as receiver (in such capacity, the "**Existing Receiver**") of 1299746 Ontario Inc. o/a Compuquest2000 ("**Compuquest**") and 2252709 Ontario Inc. ("**225**" and together with Compuquest, the "**Debtor**") dated November 24, 2016, and the appendices thereto (the "**Second Report**"), the third report of the Existing Receiver dated January 11, 2017, and the appendices thereto (the "**Third Report**"), the affidavit of Aimee Bodimeade sworn January 6, 2017, and the exhibits thereto, the affidavit of Gary Bodimeade sworn January 5, 2017, and the exhibits thereto, the transcript of the cross-examination of Aimee Bodimeade held January 13, 2017, and the exhibits thereto, the transcript of the cross-examination of Gary Bodimeade held January 13, 2017, the factum of CIBC, and the factum of Aimee Bodimeade, and on hearing the submissions of counsel for CIBC, GTL, Aimee Bodimeade, and such other counsel as were present, and counsel for Dean Salem and Norris Technologies LLC appearing but not opposing this order ~~no one appearing for any other party although duly served as appears~~ from the affidavit of service of Miranda Spence sworn November 24, 2016, and on reading the consent of GTL to act as the Receiver, and upon being advised of the consent of Aimee Bodimeade BC

SERVICE

1. THIS COURT ORDERS that the time for service of the notice of motion, the motion record and the Second Report 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 101 of the CJA, GTL is hereby appointed Receiver, without security, of the Ashburn Property.

RECEIVERSHIP OF THE DEBTORS

3. THIS COURT ORDERS that nothing in this Order shall be deemed to derogate from any of the terms of the Order of the Honourable Justice Newbould dated May 17, 2016 (the "**Compuquest Receivership Order**") appointing GTL as receiver, without security, of all of the assets, undertakings and properties of the Debtor, and that all of the terms of the Compuquest Receivership Order remain in full force and effect.

RECEIVER'S POWERS

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Ashburn Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) ~~to take possession of and exercise control over the Ashburn Property and any and all proceeds, receipts and disbursements arising out of or from the sale of the Ashburn Property, on 60 days' notice to Aimee Bodimeade ("**Aimee**");~~

BC

(b) ~~to receive, preserve, and protect the Ashburn Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;~~

BC

(c) 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;

(d) to execute, assign, issue and endorse documents of whatever nature required to exercise the powers granted to the Receiver pursuant to this

Order in respect of the Ashburn Property, whether in the Receiver's name or in the name and on behalf of Aimee, Gary Wayne Bodimeade ("**Bodimeade**") and/or the Debtor;

(e) to market the Ashburn Property, including, without limitation, soliciting proposals from real estate agents, advertising and soliciting offers in respect of the Ashburn Property or any part or parts thereof, listing the Ashburn Property for sale, and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate; The Ashburn Property shall not be listed pursuant to this paragraph prior to February 21, 2017;

(f) to sell, convey, transfer, lease or assign the Ashburn Property, with the approval of this Court;

(g) to apply for any vesting order, order for possession, or other orders necessary to convey the Ashburn Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting the Ashburn Property;

(h) 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 Ashburn Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(i) to register a copy of this Order and any other Orders in respect of the Ashburn Property against title to the Ashburn Property;

(j) to enter into agreements with GTL in its capacity as trustee in bankruptcy of Bodimeade, as so appointed pursuant to the order of the Honourable Justice Newbould dated May 25, 2016, including, without limiting the generality of the foregoing, the ability to enter into agreements relating to Bodimeade's spousal interest in the Ashburn Property; and

(k) 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 Aimee, Bodimeade and the Debtor, and without interference from any other Person.

INTERESTS IN THE ASHBURN PROPERTY

5. THIS COURT ORDERS that nothing in this Order affects or determines the priorities of creditors, and/or the entitlement of creditors to any proceeds, in connection with the Ashburn Property, including but not limited to the sale thereof.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. THIS COURT ORDERS that Aimee or any other person occupying the Ashburn Property shall grant access to the Ashburn Property to the Receiver or its agents for the purpose of inspecting or showing the Ashburn Property, on 24 hours' written notice to Aimee. Aimee shall maintain the insurance on the Ashburn Property and provide proof of insurance to the Receiver if requested;

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies affecting the Ashburn Property are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) exempt the Receiver, Aimee or Bodimeade from compliance with statutory or regulatory provisions relating to health, safety or the environment or (ii) prevent the registration of a claim for lien.

RECEIVER TO HOLD FUNDS

10. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from the sale of the Ashburn Property shall be deposited into one or more new accounts to be opened by the Receiver (the "**Ashburn Property Account**") and

the monies standing to the credit of such Ashburn Property Account 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, provided that this paragraph is without prejudice to Aimee's or any other party's right to address distribution of funds on any motion to address approval of the sale of the Ashburn Property;

LIMITATION ON ENVIRONMENTAL LIABILITIES

11. 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 Ashburn 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 Ashburn Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

12. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of 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

13. 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 Ashburn 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 Ashburn 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.

14. 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.

15. 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

16. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to use funds borrowed pursuant to paragraphs 21 through 24 of the Compuquest Receivership Order and any Receiver's Certificates issued pursuant thereto for the funding of this receivership.

SERVICE AND NOTICE

17. 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/eservice-commercial/) 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 documents relating to this receivership shall be posted to the Case Website established at the following URL 'http://www.grantthornton.ca/services/reorg/bankruptcy_and_insolvency/compuquest2000'.

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

GENERAL

19. 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.

20. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

21. 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.

22. 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.

23. THIS COURT ORDERS that CIBC shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of CIBC's security or, if not so provided by CIBC's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

24. 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.

Conway J.

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

JAN 26 2017

PER / PAR: CL

CANADIAN IMPERIAL BANK OF COMMERCE and 1299746 ONTARIO INC. o/a COMPUQUEST2000 et al.

(Short title of proceeding)

Court File No. CV-16-11369-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT TORONTO

RECEIVERSHIP ORDER
(ASHBURN PROPERTY)

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Lawyers for Canadian Imperial Bank of Commerce

TAB

C

This is Exhibit “C” referred to in the
Affidavit of Gary Wayne Bodimeade
sworn before me this 7th day of June, 2017

A Commissioner for Taking Affidavits

Stephanie DeCora

CANADA
PROVINCE OF ONTARIO
PROVINCE DE L'ONTARIO

TORONTO REGION
RÉGION DE TORONTO

Information of
Dénonciation de: Maddalin Catteni #99319.

of/*de* Toronto Police Service

Peace Officer

(occupation/profession)

The informant says
Le dénonciateur

that he/she believes on reasonable grounds that
déclare qu'il a des motifs raisonnables de croire que

(1) Gary Wayne BODIMEADE and Alan Graham BODIMEADE, sometime between and including the ~~1st day of September,~~ in the year 2002, and the 30th day of April, in the year 2004, in the City of Toronto, in the Toronto Region, did, by deceit, falsehood or other fraudulent means, defraud THE ROYAL BANK OF CANADA of monies, of a value which exceeded five thousand dollars, contrary to the Criminal Code.

(2) and further that Gary Wayne BODIMEADE and Alan Graham BODIMEADE, sometime between and including the 1st day of September, in the year 2002, and the 30th day of April, in the year 2004, in the City of Toronto, in the Toronto Region, did deal with property, to wit: monies, with intent to conceal or convert that property, knowing or believing that the property was obtained as a result of the commission in Canada of the designated offence of Fraud Over $5,000, Contrary to the Criminal Code.

Sept 12/2007

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ONTARIO COURT OF JUSTICE
GREFFIER DE LA COUR
COUR DE JUSTICE DE L'ONTARIO

APPEARANCES · ADJOURNMENTS
COMPARUTIONS - AJOURNEMENTS

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Date / *Date*	Accused / *Accusé(e)*	Appears Adjournment (Remand to) / *Comparution Ajournement (Renvoi)*	Parties Consent / *Consentement des parties*	Bail and/or other action / *Cautionnement et/ou autre mesure*	Fails to appear / *Omet de comparaître*	Bench Warrant / *Mandat du tribunal*	Fails to appear / *Omet de comparaître*	Fails to appear / *Omet de comparaître*
JN 15 2005	G. Bodimeade	July 11, 05	x	111ct 9am SD C8 $50,000	w	S	Surety Bail	conditions
JN 15 2005	A. Bodimeade	July 11, 05	x	111ct 9am SD C8 $50,000	w		Surety Bai	w condition
JUL 11 2005	G. BODIMEADE	22 Aug 05	x	~~111 crt 9am SD~~	S2			
JUL 11 2005	A. BODIMEADE	22 Aug 05	x	111 crt 9am SD	S1			
AUG 22 2005	G. Bodimeade	12, Sept, 05	x	111 crt 9 am SD	S7			
AUG 22 2005	A. Bodimeade	12, Sept, 05	x	111 crt 9 am SD	S7			
SEP 12 2005	A+G BODIMEADE	17 OCT 05	✓	111 CT 9AM SD S2	x DES		G. BODIMEADE	
OCT 17 2005	A+G BODIMEADE	7 NOV 05	✓	111 CT 9AM SD S1	x DES		G. BODIMEADE	
NOV 07 2005	A/G BODIMEADE	21 NOV 05	✓	111 CT 9AM SD S2	x DES			
NOV 21 2005	A+G Bodimeade	28 Nov 05	✓	111ct 9am SD S2	x Des.		(Gary)	
NOV 28 2005	A+G Bodimeade	7 Dec 05	✓	102 ct 10am ST S3	x Des		(both	
[illegible]	A+G BODIMEADE	[illegible] DEC 05	[illegible]	111 ct 9am SD S3	x DES		in[illegible])	
DEC - 7 2005	A. [illegible]	12 DEC 05	[illegible]	[illegible]	[illegible]			
DEC 12 2005	A. Bodimeade	2 Feb 06	x	111 ct 9am SD	x des		S3	
DEC 12 2005	G. Bodimeade	2 Feb 06	x	111 ct 9 am SD	x des			
FEB 02 2006	A. Bodimeade	7 Feb 06	x	111ct 9am SD S3	x des			
	G. Bodimeade	7 Feb 06	x	111ct 9am SD S3	x des			
FEB 07 2006	A: G Bodimeade	27 Feb 06	–	111 ct 9am.	x des		(x 2)	

Date / *Date*	Clerk / *Greffier*	Reporter / *Sténographe*	For Crown / *pour la Couronne*	For Accused / *pour l'accusé(e)*	
[illegible] 5	Hernandez	Dejong	Craig	Fox / Goldman	JPJC
	Whittington	Grazette	Nelson	Salzberg Goldman	JP/JT
AUG 22 2005	Trudeau	Clarke	Leton	Fox	JP/DL
SEP 12 2005	Rose	Clarke	Mackett	Zalcberg	JC
OCT 17 2005	Rose	Nasphit	Normandeau	Zalcberg	JH
NOV 07 2005	Rose	Clarke	Normandeau	Zalcberg - G. BODIMEADE	SN
NOV 21 2005	Corey	Shah	Normandeau	Zalcberg	JP/TJ
	Corey	Clarke	Machett	Fox, Goldman	JP/ED
DEC - 7 2005	[illegible]	[illegible]	Ferguson	Cumbal	ED
DEC 12 2005	Mejati	Lam	Mackett	Goldman / Rumpel	DST
FEB 02 2006	Whittington	Shah	Milstein	Goldman / Fox	JP/GL
FEB 07 2006	Vig	Pemberton	Nelson	Goldman / Zalcberg	TJ

Accused/Accusé(e)

Notice Given Under H.T.A. / Avis en vertu du Code de la route

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APPEARANCES - ADJOURNMENTS
COMPARUTIONS - AJOURNEMENTS

Page "A"

Date *Date*	Accused *Accusé(e)*	Appears Adjournment (Remand to) *Comparution Ajournement (Renvoi)*	Parties Consent *Consentement des parties*	Bail and/or other Action *Cautionnement et/ou autre mesure*	Fail to Appear *Omis de comparaître*	Bench Warrant *Mandat d'Arrêt*	Discretion *Discrétion*	Estreat *Confiscation*
FEB 2 7 2006	A. Bodimeade	13 March 06	✓	[illegible] 9 AM [illegible] SD	53	[illegible]		
FEB 2 7 2006	G.W. Bodimeade	13 March 06	✓		x	[illegible]		
MAR 1 3 2006	A. Bodimeade	27 Mar 06	✓	111 ct 9am SD 53	x des			
MAR 1 3 2006	G. Bodimeade	27 Mar 06	✓	111 ct 9am SD 53	x des			
MAR 2 7 2006	A. BODIMEADE	10 April 06	x	111 CT 9 AM SD 53	✓	dig		
	G. BODIMEADE	28 MARCH 06	✓	112 CT 10 AM ST 53	✓	dig		
MAR 2 8 2006	A. Bodimeade	10 APR 06	✓	111 Ct 9am SD 53	x	des		
APR [illegible]	A. Bodimeade	1 Feb 07	x	M(J) ct 10am FH 2days / (53)				
[illegible]	G. Bodimeade	27 Apr 06	x	112 ct 10am ST (53)				
APR 2 7 2006	G. Bodimeade	5 MAY 06	—	111 ct 9AM SD 53				
MAY 0 5 2006	G. Bodimeade	5 June 06	✓	111 ct 9Am ST 53				
JUN [illegible] 2006	G. Bodimeade	June 12 06	✓	111 ct 9am TSD 53				
[illegible]	G. Bodimeade	Jun 15/06	✓	111 ct 9am sd 53	x des			
JUN 1 5 2006	G. Bodimeade	22 June 06	x	111 crt 9am SD (53)	x des			
JUN 2 2 2006	G. BODIMEADE	27 July 06	✓	111 ct 9 Am SD 53	x des			
JUL 2 7 2006	G. BODIMEADE	31 July 06	✓	111 ct 9am TSD	✓	des		53
JUL 3 1 2006	G. Bodimeade	14 Aug 06	x	111 crt 9am SD (53)	x des			
[illegible] 2006	G. Bodimeade	21 Aug 06	✓	111 ct 9am SD 53	x des			

Date *Date*	Clerk *Greffier*	Reporter *Sténographe*	For Crown *pour la Couronne*	For Accused *pour l'accusé(e)*	
FEB 2 7 2006	Cole	[illegible]	Lehn	[illegible]	RG
	Vega / [illegible]	Platt	Mackett	Zalugci B / Goldman	LS
[illegible] 2 7 2006	Cole	Capping	Lehn	[illegible]	RW
MAR 2 8 2006	[illegible]	[illegible]	[illegible]	[illegible]	DH
	Whittington	Wallace	Lehn	Goldman / Zalberg	JP/JC
APR 2 7 2006	[illegible]	[illegible]	[illegible]	Zalberg	WB
MAY 0 5 2006	Gore	[illegible]	Gayle	[illegible]	[illegible]
	Vigan	Shah	[illegible]	B. Goldman	[illegible]
[illegible]	Geogelic	Stevens	Mackett		JP/DH
[illegible] 2006	Whittington	Evangelista	Milstein	Zalberg F	JP/NAS
JUN 2 2 2006	[illegible]	Stevens	Milstein	Zalberg	MC
[illegible]	[illegible]	[illegible]	[illegible]	Goldman	[illegible]
[illegible] 2006	Whittington	[illegible]	[illegible]	Zalberg	[illegible]
	[illegible]	[illegible]	[illegible]	Goldman	MT

Accused/Accusé(e)

Notice Given Under H.T.A. ☐ Suspension ☐ Impound

ie "A"

APPEARANCES - ADJOURNMENTS
COMPARUTIONS - AJOURNEMENTS

Date / Date	Accused / Accusé(e)	Appears Adjournment (Remand to) / Comparution Ajournement (Renvoi)	Parties Consent / Consentement des parties	Bail and/or other Action / Cautionnement et/ou autre mesure	Fails to Appear / Omet de comparaître	Bench Warrant / Mandat du tribunal	Discretion / Discrétion	Estreat
[illegible] 2 1 2006	G. Bodimeade	12 Sept '06	X	10AM 503 [illegible] TBX S3	X	[illegible]		
SEP 1 2 2006	GARY BODIMEADE	-Disp'd		20 mins -				

Date / Date	Clerk / Greffier	Reporter / Sténographe	For Crown / pour la Couronne	For Accused / pour l'accusé(e)	
[illegible] 1 2006	[illegible]	Tomasi	Normandin	Fox, B	JC
SEP 1 2 2006	Canterbury	Durhill	Laton	Salsberg, B.	JS

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RW

PROBATION ORDER / *ORDONNANCE DE PROBATION*

SUPERIOR COURT OF JUSTICE/ONTARIO COURT OF JUSTICE*
*COUR SUPÉRIEURE DE JUSTICE/COUR DE JUSTICE DE L'ONTARIO**

CANADA
PROVINCE OF ONTARIO
PROVINCE DE L'ONTARIO

Form / *Formule* 46
Section / *Article* 732.1
of the Criminal Code / *du Code criminel*

TORONTO
Region / *Région*

4811-998-05-10004739-01
Case File no. / *N° du cas/ dossier*

WHEREAS on the / *ATTENDU QUE le* 12TH day of / *jour de* SEPTEMBER, yr. / *an* 2006 at / *à/au* College Park, 444 Yonge St. Toronto ON M5B 2H4

GARY WAYNE BODIMEADE, 72 MACBETH PLACE, BROOKLIN, ONTARIO — Dob: Jan/21/1972 in the said region / *dans ladite région.*
(Name, residence address / nom, adresse à domicile) (date of birth / date de naissance)

hereinafter called the offender, was found guilty on the charge that
ci-après appelé(e) le contrevenant, a été reconnu(e) coupable ou condamné(e) après avoir été inculpé(e) de

LAUNDERING PROCEEDS OF CRIME (I) BETWEEN AND INCLUDING SEPT/1/02 AND April 30th, 2004
contrary to the criminal code

AND WHEREAS on the / *ET ATTENDU QUE le* 12th day of / *jour de* September, yr / *an* 2006 the court adjudged that in addition to complying with the conditions below, / *la cour a décidé qu'en plus de se conformer aux conditions ci-après :*

(use whichever of the following forms of disposition is applicable/*utiliser ici celle des formules de décisions suivantes qui s'applique*)

- ☒ (a) The offender be discharged;
  que le délinquant soit libéré;
- ☐ (b) The passing of sentence on the offender be suspended;
  que le prononcé de la sentence sur le délinquant soit suspendu
- ☐ (c) The offender pay a fine and surcharge in accordance with the fine order;
  que le délinquant paie une amende et une suramende compensatoire conformément à l'ordonnance de l'amende
- ☐ (d) The offender make restitution pursuant to s. 738 or s. 739;
  que le délinquant procède à un dédommagement conformément à l'article 738 ou l'article 739;
- ☐ (e) ☐ The offender be imprisoned for the term of ______
  que le délinquant soit emprisonné pour une période de

  ☐ The offender be imprisoned for the term of ______ days intermittent
  Que le contrevenant soit emprisonnée pour une période de ______ *jours de façon discontinue*

  ☐ The offender serve the term of imprisonment in the community pursuant to s. 742.1.
  que le délinquant purge une peine d'emprisonnement au sein de la collectivité conformément à l'article 742.1.
- ☐ (f) Following the expiration of the offender's conditional sentence order related to this or another offence;
  après la fin de l'ordonnance de sursis du contrevenant, liée à la présente infraction ou une autre;
- ☐ (g) Following the expiration of the offender's sentence of imprisonment related to another offence
  après la fin de la peine d'emprisonnement du contrevenant, liée à une autre infraction;
- ☐ (h) When the offender is ordered to serve the sentence of imprisonment intermittently, the said offender comply with the following conditions when not in confinement
  s'il est ordonné au contrevenant de purger une peine discontinue, que le contrevenant se conforme aux conditions prescrites ci-après lorsqu'il n'est pas incarcéré;

The Court has considered that a weapons prohibition order under s.109 or s.110 is applicable or is not applicable
Le tribunal estime qu'une ordonnance d'interdiction d'arme à feu conformément à l'article 109 ou 110 est applicable ou n'est pas applicable
for/*pour* ______ years/*années*

CONDITIONS

NOW THEREFORE, the said offender shall, for the period of two years
À CES CAUSES, ledit délinquant devra, pour la période de
from the date of this order (or, where paragraph (e), (f) or (g) is applicable the date of expiration of his/her sentence of imprisonment or conditional sentence) comply with
à compter de la date de la présente ordonnance (ou lorsque l'alinea e), f) ou g) s'applique, la date d'expiration de sa peine d'emprisonnement ou sursis) se conformer aux
the following conditions, namely, that the said offender shall:
conditions suivantes, à savoir que le délinquant devra :

(i) keep the peace and be of good behaviour;
ne pas troubler l'ordre public et avoir une bonne conduite;

(ii) appear before the court when required to do so;
répondre aux convocations du tribunal;

(iii) notify the court or the probation officer in advance of any change of name or address
prévenir le tribunal ou l'agent de probation de ses changements d'adresse ou de nom;

(iv) promptly notify the court or the probation officer of any change of employment or occupation;
prévenir rapidement le tribunal ou l'agent de probation de ses changements d'emploi ou d'occupation

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AND IN ADDITION, (here state any additional conditions prescribed pursuant to subsection 732.1(3) of the *Criminal Code*).
ET DE PLUS (indiquer ici les autres conditions prescrites en vertu du paragraphe 732.1(3) du Code criminel*).*

☒ (a) REPORT in person forthwith within two (2) working days or ____ to a Probation Officer as directed and thereafter be under the supervision of a Probation Officer or a person authorized by the Probation Officer to assist in the supervision of the offender and report at such times and places as that person may require or as follows and thereafter as required.
SE PRÉSENTER en personne sur-le-champ, dans les deux (2) jours ouvrables suivants ou ____ à un agent de probation selon les directives, et par la suite, être sous la surveillance d'un agent de probation ou une personne autorisée par l'agent de probation pour aider à la surveillance du délinquant. et se présenter aux dates, heures et lieux comme cette personne peut exiger ou comme suit et par la suite tel qu'exigé.
once only - not thereafter.

☐ (b) REMAIN WITHIN THE PROVINCE OF ONTARIO unless written permission to go outside the Province is obtained from the court or the probation officer;
RESTER DANS LA PROVINCE DE L'ONTARIO sauf permission écrite d'en sortir donnée par le tribunal ou l'agent de probation;

☐ (c) ABSTAIN FROM: the purchase/possession/consumption of alcohol or other intoxicating substances.
S'ABSTENIR: d'acheter/de posséder/de consommer de l'alcool ou d'autres substance toxiques.

☐ (d) ABSTAIN FROM the purchase/possession/consumption of controlled drugs except as authorized by law;
S'ABSTENIR d'acheter/de posséder/de consommer des drogues faisant l'objet de réglementation, à moins d'y être autorisé en vertu d'une loi;

☐ (e) ABSTAIN FROM owning, possessing or carrying any weapon, as defined by the Criminal Code;
S'ABSTENIR d'être propriétaire, possesseur ou porteur d'une arme au sens du Code criminel*;*

☐ (f) ABSTAIN FROM acquiring, or possessing any firearm, cross-bow, prohibited weapon, restricted weapon, prohibited device, ammunition, prohibited ammunition, or explosive substance, as defined by the Criminal Code;
S'ABSTENIR d'acheter ou de posséder une arme à feu, une arme prohibée, une arme à autorisation restreinte, un dispositif prohibé, des munitions, des munitions prohibées ou une substance explosive au sens du Code criminel*;*

☐ (g) PROVIDE FOR THE SUPPORT or care of dependants, namely: ____
PRENDRE SON des personnes à sa charge et subvenir à leurs besoins, notamment;

☐ (h) PERFORM ____ hours (maximum 240 hours) of Community Service work. The work is to commence within ____ days of the date of commencement of this Order and shall be completed at a rate of not less than ____ hours per month in consecutive months and shall be completed to the satisfaction of the Probation Officer or designate, within ____ months (not to exceed 18 months), and provide written proof to his/her Probation Officer that community service has been completed;
ACCOMPLIR ____ heures (maximum de 240 heures) de service communautaire. Le travail communautaire devra commencer dans les ____ jours qui suivent la date d'effet de la présente ordonnance et devra être accompli au rythme de ____ heures chaque mois, par mois consécutifs, et devra prendre fin à la satisfaction de l'agent de probation ou son représentant, dans ____ mois (période maximale de 18 mois), et fournir la preuve écrite à l'agent de probation que le service communautaire a été accompli;

☐ (i) (THE OFFENDER HAVING AGREED to this condition, and the Director of the treatment program, having accepted the offender) ATTEND AND COMPLY with a treatment program for ____ at/with ____ and sign any releases so that Probation can confirm attendance in that program;
(SUR CONSENTEMENT DU DÉLINQUANT à cette condition et sur acceptation du délinquant par la directeur du programme de traitement) PARTICIPER ET SE CONFORMER au programme de traitement pour ____ au/avec ____ et signer toute autorisation permettant au service de probation de confirmer la participation au programme;

[Stamp: ... AND ... ORIGINAL ... CERTIFIÉE ET CONFORME À L'ORIGINAL ... 2006 ... CLERK OF THE COURT ONTARIO COURT OF JUSTICE GREFFIER DE LA COUR COUR DE JUSTICE DE L'ONTARIO]

☐ (j) ATTEND AND ACTIVELY PARTICIPATE in such counselling programs for ____ as recommended by his/her Probation Officer and sign any necessary releases so that probation can confirm his/her participation in any counselling/treatment programs;
SE PRÉSENTER ET PARTICIPER ACTIVEMENT à des programmes de counselling pour ____ comme il est recommandé par l'agent de probation et signer toute autorisation permettant au service de probation de confirmer la participation à tout programme de counselling/de traitement;

☐ (k) COMPLY WITH ANY ORDER OF RESTITUTION in the amount of $ ____ (made with respect to this offence) under ☐ s.738 ☐ s. 739 of the *Criminal Code*. Such restitution to be paid in instalments of $ ____ /month and to be paid in full by ____ (date).
OBSERVER TOUTE ORDONNANCE DE DÉDOMMAGEMENT du montant de $ (rendue relativement à cette infraction) aux termes de l'article 738 739 du Code criminel*. Ce dédommagement sera payé par versements de $ par mois et devra être payé intégralement au plus tard le*

☐ (k1) PAY RESTITUTION to ____ (clerk of the court of recipient) In the amount of $ ____. Such Restitution to be Paid in instalments of $ ____ / month and to be paid in full by ____ (date).
PAYER LE DÉDOMMAGEMENT à ____ (greffier de la cour ou bénéficiaire) du montant de ____ $. Ce dédommagement Sera payé versements de $ par mois er devra être payé intégralement au plus tard le

____ (name of recipient / *nom de bénéficiaire*) $ ____ (amount / *montant*) (See attached schedule if more than one recipient.) (Voir l'annexe ci-jointe s'il y a plus d'un bénéficiaire)

☐ (l) MAKE REASONABLE EFFORTS to find and maintain suitable full-time employment;
FAIRE DES EFFORTS RAISONNABLES pour trouver et garder un travail convenable à temps plein;

☐ (m) RESIDE AT ____
DEMEURER À(AU)
an address approved by ☐ his/her probation Officer ☐ his/her Mental Health worker
un endroit approuvé par ☐ l'agent de probation ☐ le préposé du service de la santé mentale
or ☐ ____ and be amenable to the routine and discipline of that residence.
ou ☐ *et adopter l'horaire et la discipline de cet endroit.*

☐ (n) CONTINUE TO ATTEND SCHOOL FULL TIME on a regular basis and show progress reports to the Probation Officer or designate as required;
CONTINUER À FRÉQUENTER L'ÉCOLE À TEMPS PLEIN et montrer les rapports d'avancement à l'agent de probation ou son représentant au besoins.

☐ (o) OBEY A CURFEW: be in your place of residence between the hours of a.m./p.m. and a.m./p.m.
RESPECTER LES HEURES DE RENTRÉE: etre a votre lieu de residence entre les heures de avant-midi/apres-midi et avant-midi/après-midi
unless permission is obtained in writing from the Probation Officer or designate:
sauf permission obtenue par écrit de l'agent de probation ou son représentant,

☒ (p) NOT TO ASSOCIATE, CONTACT or hold any communication directly or indirectly with: Alan Bodimeade
NE PAS S'ASSOCIER, COMMUNIQUER AVEC ni tenir des communications directes ou indirectes avec

except/*sauf* through counsel or as required by court order.

☐ (q) NOT TO ATTEND AT
NE PAS SE TROUVER À
or be within metres of that address except as permitted under Condition u (see below);
deça de mètres de cet endroit, à moins d'y être autorisé en vertu de la condition u (ci-dessous).

☐ (r) APPEAR AT THE JAIL on time and in a sober condition;
SE PRÉSENTER À LA PRISON a temps et sans avoir consommé de l'alcool;

☐ (s) TO SIGN ANY RELEASES required to allow the Probation Officer to monitor treatment or counselling;
SIGNER TOUTE AUTORISATION permettant à l'agent de probation de surveiller le programme de traitement ou de counselling;

☐ (t) TO ATTEND, participate in and complete within 6 months an accredited spousal abuse intervention program upon such schedule as may be
SE PRÉSENTER, participer à et compléter d'ici 6 mois un programme agréé de réadaptation pour violence conjugale selon les modalités fixées
arranged by the Probation Officer or his/her designate and to sign any releases required and provide proof of attendance to the Probation Officer;
par l'agent de probation ou son représentant, signer toute autorisation requise et fournir la preuve de sa participation à l'agent de probation;

☐ (u) NO CONTACT WITH THE COMPLAINANT, directly or indirectly
NE PAS COMMUNIQUER AVEC LE OU LA PLAIGNANT(E) directement ou indirectement
except where the complainant provides written permission to the Probation Officer ☐ or through counsel ☐ or pursuant to a
sauf sur autorisation écrite du ou de la plaignant(e) fournie à l'agent de probation ou par l'intermédiaire d'un procureur ou en vertu d'une
Court order for purposes of exercising access rights ☐ or through
Ordonnance de la cour pour se prévaloir de ses droits d'accès ou par l'intermédiaire de
for purposes of exercising access rights. Such permission may be revoked by the complainant at any time by verbal notice to the accused
pour se prévaloir de ses droits d'accès. L'autorisation peut être révoquée par le ou la plaignant(e) à tout moment sur declaration verbale à l'accusé
and written or verbal notice to the Probation Officer,
et sur declaration écrite ou verbale à l'agent de probation;

☐ (v) NOT TO HAVE ANY CONTACT with the complainant
NE PAS COMMUNIQUER avec le ou la plaignant(e)
or be within metres within 24 hours of consuming intoxicants;
ou se trouver en deça de mètres dans les 24 heures suivant la consommation de substances intoxicantes;

☐ (w) TO ATTEND as directed from time to time upon Dr. or his/her designate, for the purpose of such
SE PRÉSENTER de temps à autre selon les directives de(du) ou son représentant, pour suivre
medical counselling and treatment as may be recommended, except that he/she will not be required to submit to any treatment or medication
un programme de thérapie médicale et de traitement comme il est recommandé, sur consentement du délinquant au traitement ou à l'usage de médicaments.
without his/her consent. If he/she does not consent to the form of medical treatment or medication which is prescribed or recommended, he/she
À défaut du consentement au programme de thérapie médicale recommandé ou à l'usage de médicaments prescrits, se présenter sur-le-champ à l'agent
shall forthwith report to his/her Probation Officer and thereafter report every 72 hours to him or her;
de probation et se présenter à l'agent par la suite à intervalles de 72 heures;

☐ (x) PROVIDE HIS/HER TREATING PHYSICIAN with a copy of this Probation Order and the name, address and telephone number of his/her
FOURNIR AU MÉDECIN TRAITANT une copie de l'ordonnance de probation et le nom, l'adresse et le numéro de téléphone de
Probation Officer;
l'agent de probation;

☐ (y) SIGN SUCH RELEASES as are necessary to authorize his/her treating physician or designate to disclose any and all details of his/her progress
SIGNER TOUTE AUTORISATION requise pour permettre au medecin traitant ou son representant de divulguer tout renseignement concernant le
and treatment to his/her Probation Officer, including any failure to take prescribed medication or to attend for counselling or treatment,
programme de traitement et l'évolution du cas à l'agent de probation, y compris tout défaut de prendre les médicaments prescrits ou de participer au programme de counselling ou de traitement.

☐ (z) NOT TO POSSESS OR APPLY for a gun licence
S'ABSTENIR DE POSSÉDER OU DE DEMANDER un permis d'arme à feu

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COUR DE JUSTICE DE L'ONTARIO

☐ (aa) AND IN ADDTION (Here state any additional conditions prescribed pursuant to subsection 742.3(2)(f) of the *Criminal Code.*) 497
ET DE PLUS (indiquer ici les autres conditions prescrites en vertu de l'alinéa 742.3(2)(f) du Code crimine.l)

(1)

ATED the 12th day of September, yr 2006
AIT le jour de an

Justice/Judge/Registrar/Clerk of the Court /*Juge de paix/Juge/Greffier/Greffier de la cour*

t/à College Park, 444 Yonge St., Toronto ON M5B 2H4

Justice J. Sutherland
Official's Name – Type or print / *Nom du représentant officiel en caractères d'imprimerie*

I, GARY WAYNE BODIMEADE hereby acknowledge that I have read the Probation Order,
Je soussigné*(e)* *reconnais par les présentes que j'ai lu l'ordonnance de probation,*
including any additional conditions on the reverse or had it read to me, and I have received a copy of the Probation Order and I understand its terms and
y compris toute autre condition indiquée au verso ou qu'elle m'a été lue, que j'ai reçu une copie de l'ordonnance de probation, que je comprends les conditions de
conditions, and I have been informed of and understand the provisions of Section 732.2(3) and the provisions of Sections 732.2(5) and Sections 733.1 of the
l'ordonnance, que j'ai été informé(e) des dispositions des articles 732.2(3),732.2(5) et 733.1 du Code criminel *qui figurent au verso du présent document et*
Criminal Code which appear on the reverse of this document.
que je les comprends.

Clerk:
Name and Title of Witness/*Nom et titre du témoin* | Signature of Witness/*Signature du témoin* | Signature of Offender/*Signature du délinquant*

Name of Interpreter/*Nom de l'interprète* | Signature of Interpreter/*Signature de l'interprète*

DISTRIBUTION: / *COPIE À (AU) :*
☒ Accused / *Prévenu* ☒ Crown/VWAP / *Couronne/PAVT* ☒ Probation

Courtesy Copy (not an original) / *Exemplaire à titre gracieux (n'est pas l'original)*
☐ Police ☐ Other / *Autre*

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CLERK OF THE COURT
ONTARIO COURT OF JUSTICE
GREFFIER DE LA COUR
COUR DE JUSTICE DE L'ONTARIO

VARIATION OF PROBATION ORDER
ORDONNANCE DE PROBATION MODIFIÉE

Upon the application of the probation officer/prosecutor/offender, it is ordered that the probation order, dated the
Sur requête de l'agent de probation/du poursuivant/du contrevenant, il est ordonné que l'ordonnance de probation datée du

day of , yr
jour de an

be and it is hereby varied as follows:
soit par les présentes modifiée comme suit

DATED this day of yr
FAIT ce jour de , an

at the
à (au)

of
de

Justice/Judge/Local Registrar/Clerk of the Court
Juge de paix/Juge/Greffier local/Greffier de la cour

I, the undersigned offender, hereby acknowledge that I have been informed of the above variation of the probation order
Je, délinquant soussigné, reconnais par les présentes que j'ai été informé de la modification à l'ordonnance de probation

dated the day of , yr and that I have received a copy of the said probation order endorsed accordingly.
fait le jour de , an et que j'ai reçu une copie de ladite ordonnance de probation visée en conséquence.

Signature of Witness / *Signature du témoin*

Signature of Offender / *Signature du délinquant*

Name and Title of Witness / *Nom et titre du témoin*

TRANSFER OF PROBATION ORDER
TRANSFERT D'UNE ORDONNANCE DE PROBATION

Upon the application of the probation officer and with the consent of the Attorney General, the following probation order is hereby transferred to
Suite à la requête de l'agent de probation et avec le consentement du procureur général, l'ordonnance de probation ci-dessus est par les présentes transférée à

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CLERK OF THE COURT ONTARIO COURT OF JUSTICE
GREFFIER DE LA COUR COUR DE JUSTICE DE L'ONTARIO

DATED this day of yr
FAIT ce jour de , an

at the
à (au)

IMPORTANT INFORMATION:

1. You, your probation officer or the prosecutor may apply to the court for a change in the conditions or duration of this probation order by filing an application at the court office (See s.732.2(3) below)

2. If you are convicted of an offence (including breach of probation) you may face the following consequences
   - (a) Your suspended sentence may be revoked and a different sentence (including incarceration) may be imposed (see s.732.2(5)(d));
   - (b) The conditions of probation may be changed or the duration of probation may be extended for up to one year (see s.732.2(5)(e));
   - (c) A conditional discharge may be revoked and you may receive a conviction and a different sentence (see s.730(4)).

3. Failure to comply with probation is a criminal offence (see s 733.1).

CRIMINAL CODE PROVISIONS

SECTION 732.2(3) and 732.2(4):

(3) A court that makes a probation order may at any time, on application by the offender, the probation officer or the prosecutor, require the offender to appear before it and, after hearing the offender and one or both of the probation officer and the prosecutor:

- (a) make any changes to the optional conditions that in the opinion of the court are rendered desirable by a change in the circumstances since those conditions were prescribed;
- (b) relieve the offender, either absolutely, or on such terms or for such period as the court deems desirable, of compliance with any optional condition; or
- (c) decrease the period for which the probation order is to remain in force,

and the court shall thereupon endorse the probation order accordingly and, if it changes the optional conditions, inform the offender of its action and give the offender a copy of the order so endorsed.

(4) All the functions of the Court under (3) may be exercised in chambers.

SECTION 732.2(5):

(5) Where an offender who is bound by a probation order is convicted of an offence, including an offence under section 733.1, and:

- (a) the time within which an appeal may be taken against that conviction has expired and the offender has not taken an appeal,
- (b) the offender has taken an appeal against that conviction and the appeal has been dismissed; or
- (c) the offender has given written notice to the court that convicted the offender elects not to appeal the conviction or has abandoned the appeal, as the case may be,

in addition to any punishment that may be imposed for that offence, the court that made the probation order may, on application by the prosecutor, require the offender to appear before it and, after hearing the prosecutor and offender:

- (d) where the probation order was made under paragraph 731(1)(a), revoke the order and impose any sentence that could have been imposed if the passing of sentence had not been suspended; or
- (e) make such changes to the optional conditions as the court deems desirable, or extend the period for which the order is to remain in force for such period, not exceeding one year, as the court deems desirable,

and the court shall thereupon endorse the probation order accordingly and, if it changes the optional conditions or extends the period for which the order is to remain in force, inform the offender of its action and give the offender a copy of the order so endorsed.

SECTION 733.1:

(1) An offender who is bound by a probation order and who, without reasonable excuse, fails or refused to comply with that order is guilty of:
- (a) an indictable offence and is liable to imprisonment for a term not exceeding two years; or
- (b) an offence punishable on summary conviction and is liable to imprisonment for a term not exceeding eighteen months, or to a fine not exceeding two thousand dollars, or both.

(2) An accused who is charged with an offence under subsection (1) may be tried and punished by any court having jurisdiction to try that offence in the place where the offence is alleged to have been committed or in the place where the accused is found, is arrested or is in custody outside the province in which the offence is alleged to have been committed, no proceedings in respect of that offence shall be instituted in that place without the consent of the Attorney General of that province.

RENSEIGNEMENTS IMPORTANTS :

1 Vous, votre agent de probation ou le poursuivant, pouvez demander au tribunal une modification des conditions ou de la durée d'application de l'ordonnance de probation en déposant une demande à cet égard auprès du greffe. (Voir art. 732.2(3) ci-après)

2 Si vous êtes déclaré coupable d'une infraction (y compris la violation de l'ordonnance de probation), vous risquez de faire face aux conséquences suivantes :
- *a) La suspension du prononcé de la peine peut être révoquée et une peine différente (y compris l'incarcération) peut être infligée (voir art. 732.2(5)d)).*
- *b) Les conditions de probation peuvent être modifiées ou la durée d'application de l'ordonnance de probation peut être prolongée pour une période d'au plus un an (voir art. 732.2(5)e));*
- *c) Une absolution sous conditions peut être révoquée, une déclaration de culpabilité peut être prononcée contre vous et une peine différente peut être infligée (voir art. 730(4)).*

3. Le défaut de se conformer à une ordonnance de probation constitue une infraction criminelle (voir art. 733.1).

DISPOSITIONS DU CODE CRIMINEL :

LES PARAGRAPHES 732.2(3) ET 732.2(4) se lisent comme suit :

3) Le tribunal qui a rendu une ordonnance de probation peut, à tout moment, sur demande du contrevenant, de l'agent de probation ou du poursuivant, ordonner au contrevenant de comparaître devant lui, et après audition du contrevenant d'une part et du poursuivant et de l'agent de probation, ou de l'un de ceux-ci, d'autre part :
- *a) apporter aux conditions facultatives de l'ordonnance les modifications qu'il estime justifiées eu égard aux modifications des circonstances survenues depuis qu'elle a été rendue;*
- *b) relever le délinquant, soit complètement, soit selon les modalités ou pour la période qu'il estime souhaitables, de l'obligation d'observer une condition facultative;*
- *c) abréger la durée d'application de l'ordonnance.*

Dès lors, le tribunal vise l'ordonnance de probation en conséquence et, s'il modifie les conditions facultatives, il en informe le contrevenant et lui remet une copie de l'ordonnance ainsi visée.

4) Les attributions conférées au tribunal par le paragraphe (3) peuvent être exercées par le juge en chambre.

LE PARAGRAPHE 732.2(5) se lit comme suit :

5) Lorsque le contrevenant soumis à une ordonnance de probation est déclaré coupable d'une infraction, y compris une infraction visée à l'article 733.1, et que, selon le cas :
- *a) le délai durant lequel un appel de cette déclaration de culpabilité peut être interjeté est expiré ou le contrevenant n'a pas interjeté appel,*
- *b) il a interjeté appel de cette déclaration de culpabilité et l'appel a été rejeté,*
- *c) il a donné avis écrit au tribunal qui l'a déclaré coupable qu'il a choisi de ne pas interjeter appel de cette déclaration de culpabilité ou d'abandonner son appel, selon le cas,*

en sus de toute peine qui peut être infligée pour cette infraction, le tribunal qui a rendu l'ordonnance de probation peut, à la demande du poursuivant, ordonner au contrevenant de comparaître devant lui et, après audition du poursuivant et du contrevenant :
- *d) lorsque l'ordonnance de probation a été rendue aux termes de l'alinéa 731(1)a), révoquer l'ordonnance et infliger toute peine qui aurait pu être infligée si le prononcé de la peine n'avait pas été suspendu;*
- *e) apporter aux conditions facultatives les modifications qu'il estime souhaitables ou prolonger la durée d'application de l'ordonnance pour la période, d'au plus un an, qu'il estime souhaitable.*

Dès lors, le tribunal vise l'ordonnance de probation en conséquence et, s'il modifie les conditions facultatives de l'ordonnance ou en prolonge la durée d'application, il en informe le contrevenant et lui remet une copie de l'ordonnance ainsi visée.

L'ARTICLE 733.1 se lit comme suit :

1) Le délinquant qui, sans excuse raisonnable, omet ou refuse de se conformer à l'ordonnance de probation à laquelle il est soumis est coupable
- *a) soit d'un acte criminel et passible d'un emprisonnement maximal de deux ans;*
- *b) soit d'une infraction punissable sur déclaration de culpabilité par procédure sommaire et passible d'un emprisonnement maximal de dix-huit mois et d'une amende maximale de deux mille dollars, ou de l'une de ces peines.*

2) Le délinquant qui est inculpé d'une infraction aux termes du paragraphe (1) peut être jugé et condamné par tout tribunal compétent au lieu où l'infraction est présumée avoir été commise, ou au lieu où il est trouvé, est arrêté ou est sous garde, mais si ce dernier lieu est situé à l'extérieur de la province où l'infraction est présumée avoir été commise, aucune poursuite concernant cette infraction ne peut être engagée en ce lieu sans le consentement du procureur général de la province

Sworn before me at the City of Toronto, in the Toronto Region
Déclaré sous devant moi dans la ville de Toronto, dans la région de Toronto
this / le 15 day of / jour de June YYYY 2005

(Continued) Page No. 2
(Suite) Page nº 2

A Justice of the Peace in and for the Province of Ontario Juge de paix dans et pour la province de l'Ontario

Informant/Dénonciateur

Appearance Notice/ Citation à comparaître — Promise to Appear/ Promesse de comparaître — Recognizance for/ Engagement pour le — Confirmed on/ Confirmée le — YYYY — YYYY — J.P.

Date	Crown Elects to Proceed / Choix de la Couronne	Summarily / Procédure sommaire	By Indictment / Mise en accusation	Summary Conviction Offence / Infraction punissable sur déclaration de culpabilité par procédure sommaire
SEP 12 2006				

Date	Accused / Accusé	Elects Trial by / Choix d'un procès devant: Judge / Juge	Judge & Jury / Juge et jury	Judge on Counts / Juge pour les chefs d'accusation	Age / Ans	Pleads / Plaidoyer: Guilty to Counts / coupable pour les chefs d'accusation	Not Guilty to Counts / non coupable pour les chefs d'accusation
SEP 12 2006	G. Bodimeade			2		2	
Election read							

Date		Committed for Trial / Stated On Counts / renvoyé à son procès (ou) astreint en jugement pour les chefs d'accusation	Bail / Cautionnement	Discharged on Counts / libéré(e) pour les chefs d'accusation	Found Guilty on Counts / reconnu(e) coupable pour les chefs d'accusation	Not Guilty on Counts / Non coupable pour les chefs d'accusation
SEP 12 2006	G. Bodimeade				2	

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With consent of accused and prosecutor, without taking or recording / Avec le consentement de l'accusé(e) et du poursuivant sans recueillir ou consigner (a) any evidence (or) / (a) de preuve (ou) (b) further evidence / (b) de preuve supplémentaire

G. Bodimeade
SEP 12 2006 Ct 2
- conditional discharge
- probation (2 years)

- v/s waived

SEP 2006 [illegible]

501

Informant / Dénonciateur	
Date Sworn / Date d'assermentation	
Officer / Agent de police: Bone	No. / Nº 7287
Div. / Div. D52	Dist. / Dist.

05-10004739-01

File No. / Nº du dossier	File No. / Nº du dossier	File No. / Nº du dossier
Return Date of Summons / Sommation rapportée le YYYY	Return Date of Summons / Sommation rapportée le YYYY	Return Date of Summons / Sommation rapportée le YYYY
INFORMATION Against	INFORMATION Against	INFORMATION Against
GARY WAYNE BODIMEADE -01	ALAN GRAHAM BODIMEADE -02	
72 Macbeth Place Brooklin, Ontario	65 Carson Avenue Brooklin, Ontario L1M 1J6	
CHARGE:/ACCUSATION: Count 1 Fraud Over C.C. 380(1)(a) Count 2 Laundering proceeds of crime C.C. 462.3	CHARGE:/ACCUSATION: Count 1 Fraud Over C.C. 380(1)(a) Count 2 Laundering proceeds of crime C.C. 462.3	CHARGE:/ACCUSATION:
☐ Summons / Sommation ☐ Warrant / Mandat ☒ Arrest / Arrestation	☐ Summons / Sommation ☐ Warrant / Mandat ☒ Arrest / Arrestation	☐ Summons / Sommation ☐ Warrant / Mandat ☐ Arrest / Arrestation
☐ Reportable M.V. Offence (H.T.A. 210) Rapport V.M. (Code de la route 210) — C.V.O.R. No. (Commercial Vehicles Only) Numéro I.V.U.O. (véhicles utilitaires seulement)	☐ Reportable M.V. Offence (H.T.A. 210) Rapport V.M. (Code de la route 210) — C.V.O.R. No. (Commercial Vehicles Only) Numéro I.V.U.O. (véhicles utilitaires seulement)	☐ Reportable M.V. Offence (H.T.A. 210) Rapport V.M. (Code de la route 210) — C.V.O.R. No. (Commercial Vehicles Only) Numéro I.V.U.O. (véhicles utilitaires seulement)
Sex/Sexe: M; Birth Date/Date de naissance: Day/Jour 21, Month/Mois Jan, Year/Année 1972; Was defendant owner? Le défendeur était-il propriétaire? Yes/Oui No/Non	Sex/Sexe: M; Birth Date/Date de naissance: Day/Jour 21, Month/Mois Jan, Year/Année 1972; Was defendant owner? Le défendeur était-il propriétaire? Yes/Oui No/Non	Sex/Sexe; Birth Date/Date de naissance: Day/Jour, Month/Mois, Year/Année; Was defendant owner? Le défendeur était-il propriétaire? Yes/Oui No/Non
Driver's Licence Number/Numéro du permis de conduire: B6085-27497-20121	Driver's Licence Number/Numéro du permis de conduire: B6085-01547-20121	Driver's Licence Number/Numéro du permis de conduire
Plate No./Numéro de plaque — ☐ Involves an Accident / Infraction reliée à un accident	Plate No./Numéro de plaque — ☐ Involves an Accident / Infraction reliée à un accident	Plate No./Numéro de plaque — ☐ Involves an Accident / Infraction reliée à un accident
Courtroom / Salle d'audience 101 Old City Hall Courts At/À 60 Queen Street W Toronto	Courtroom / Salle d'audience 101 Old City Hall Courts At/À 60 Queen Street W Toronto	Courtroom / Salle d'audience At/À

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YC0935 (rev. 04/97)

TAB

D

This is Exhibit "D" referred to in the
Affidavit of Gary Wayne Bodimeade
sworn before me this 7th day of June, 2017

A Commissioner for Taking Affidavits
Stephanie De Caria

55. As a result of the foregoing, the Receiver strongly suspects that the debts allegedly owing by Compuquest, Bodimeade and Aimee to Norris and Salem are unfounded, and/or that the payments are reviewable as preferences or transfers at undervalue under the provisions of the *Bankruptcy and Insolvency Act* or related provincial legislation. The Receiver proposes to address the distribution of the proceeds of sale of the Ashburn Property at a future attendance, with the benefit of further investigations.

OTHER IMPROPER CONDUCT BY BODIMEADE

56. There was a significant decrease in the Debtors' assets in the year leading up to the appointment of the Interim Receiver and Receiver. According to the May 31, 2015 review engagement financial statements prepared by Turner Moore LLP, Compuquest had $2,705,143 of accounts receivable and $2,397,177 of inventory as well as $432,618 of property, plant and equipment as of May 31, 2015 A copy of the review engagement financial statement as at May 31, 2015 is attached as **Appendix "31".**

57. As discussed in the First Report of the Interim Receiver and First Report of the Receiver, on the Receiver's appointment, there was virtually no accounts receivable and no inventory. There has been no realization from accounts receivable. The Receiver has realized only $120,000.00 from an online auction that included all inventory, furniture and equipment.

58. Shortly after the Receiver's appointment, the Receiver learned from Minden Gross, its independent counsel, that on September 12, 2006, Bodimeade was found guilty of laundering proceeds of crime contrary to the Criminal Code of Canada, arising out of charges that Bodimeade and his brother defrauded Royal Bank of Canada. A copy of the record of conviction is attached as **Appendix "32".**

59. Bodimeade was placed on probation for a period of two years and was therefore on probation at the time of the purchase of the Ashburn Property.

60. The Receiver understands that CIBC was unaware of Bodimeade's criminal record prior to the appointment of the Receiver.

61. The Receiver has uncovered significant other evidence that Bodimeade has used Compuquest's funds for the payment of personal obligations, and has made other preferential payments in the face of pending enforcement action by CIBC.

62. For example, on April 28, 2016, counsel for CIBC attended at court to obtain the Interim Receivership Order, without notice to Compuquest. The Court adjourned the application to the following day to allow for notice to be given to Compuquest, which notice was provided on April 28, 2016. The Interim Receivership Order was granted on April 29, 2016.

63. On April 28, 2016, Bodimeade caused a payment in the sum of USD$16,000 to be paid to 2401484 Ontario Inc. ("**240**"), the director of which company is an individual named Kara Clausner ("**K-Clausner**"). On April 29, 2016, Bodimeade caused a payment of USD$75,000 to be paid by Compuquest to an individual named Jay Clausner ("**Clausner**") personally. Jay Clausner controls a company called Total Cart Solutions & Integration ("**TCSI**").

64. On June 2, 2016, the Receiver asked Bodimeade why he had made the USD$75,000 payment to Clausner. Bodimeade initially advised that it reflected a loan repayment owing to Clausner. The Receiver has not been able to locate any evidence of any debt owing by Compuquest to Clausner, nor is there any registration to reflect same. On June 7, 2016, Bodimeade wrote to the Receiver to change his story, and to advise that in fact the USD$75,000 payment represented the repayment of a deposit. A copy of the explanation provided by Clausner and Bodimeade and the related bank account screen shot are attached as **Appendix "33".**

65. The Receiver has compiled and summarized a large number of payments issued by Compuquest from the CIBC bank account to either Clausner, K-Clausner, TCSI or 240, totaling $1,219,530.19. Many of the cheques issued by Compuqest have indicated "loan repayments" or "pay backs" in the memo box of the cheque. The Receiver has no explanation as to the nature of these payments. A summary of the Clausner cheques is attached as **Appendix "34".**

66. The Receiver will provide a more fulsome report to the Court regarding Bodimeade's and the Debtors' improper conduct once its investigation is complete.

THE PARTIES HAVE AGREED THAT THE ASHBURN PROPERTY MUST BE SOLD

67. On or about May 26, 2016, GTL asked Bodimeade to obtain permission from Aimee for the Receiver and Trustee to access the Ashburn Property, so that the Receiver and Trustee could determine if the Ashburn Property contained any other assets belonging to Bodimeade personally or to the Debtors, which were not disclosed to the Receiver or Trustee.

68. On or about May 31, 2016, GTL received a call from Robertson, inquiring about the various court proceedings against Bodimeade and the purpose of the visit being requested by GTL.

69. During the call, Robertson advised GTL that Aimee wanted to sell the Ashburn Property, and asked if GTL would oppose the sale. Robertson advised that Bodimeade had previously advised Aimee that he would not support the listing of the Ashburn Property for sale. GTL advised Robertson that the Trustee would support a sale of the Ashburn Property, but that the proceeds of sale should be held in trust pending a determination of the entitlement to the remaining equity in the Ashburn Property after payout of the CIBC mortgage.

TAB

E

This is Exhibit "E" referred to in the
Affidavit of Gary Wayne Bodimeade
sworn before me this 7th day of June, 2017

____
A Commissioner for Taking Affidavits
Stephanie De Caria

Court File No. CV-16-11369-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

1299746 ONTARIO INC. o/a COMPUQUEST2000 and
2252709 ONTARIO INC.

Respondent

NOTICE OF MOTION

GRANT THORNTON LIMITED ("GTL" or the "Receiver") in its capacity as Court-Appointed Receiver and Manager of 1299746 Ontario Inc. o/a Compuquest2000 ("Compuquest") and 2252709 Ontario Inc. ("225"), Receiver of a real property municipally known as 7472 Ashburn Road, Whitby, Ontario (the "Ashburn Property") and Trustee in Bankruptcy of Compuquest and Gary Bodimeade personally, will make a Motion to a Judge presiding over the Commercial List on Tuesday, the 21st of February, 2017 at 10:00 a.m. or as soon after that time as the matter can be heard at the court house, 330 University Avenue, Toronto, Ontario, M5G 1R7.

PROPOSED METHOD OF HEARING: The Motion is to be heard:

[ ] in writing under subrule 37.12.1(1);

[ ] in writing as an opposed motion under subrule 37.12.1(4);

[X] orally.

THE MOTION IS FOR:

1. An Order abridging the time for service of this Notice of Motion.

2. An Order requiring Gary Bodimeade to attend for examination on February 22, 2017 and to answer all questions related in any way to:

(a) The assets and operations of Compuquest and 225;

(b) The interim receivership and receivership of Compuquest and 225;

(c) The bankruptcy of Compuquest and the affairs of Compuquest;

(d) The bankruptcy of Gary Bodimeade personally and the affairs of Gary Bodimeade;

(e) The purchase and construction of improvements to the Ashburn Property;

(f) An Application between Salem/Norris and Aimee Bodimeade related to the Ashburn Property (the "Salem Application");

(g) Such other questions as are deemed appropriate by the GTL in its sole discretion to carry out its mandate as Receiver and Trustee.

3. An Order authorizing GTL in its capacity as Receiver and Trustee to conduct such other examinations as it deems appropriate in its sole discretion, including but not limited to:

(a) Aimee Bodimeade ("Aimee");

(b) Alan Hogan ("Hogan")/Turner Moore LLP;

(c) Craig Pinfold ("Pinfold");

(d) Jay Clausner ("Clausner"), Virtual Technology and any related company;

(e) Kara Clausner;

(f) Dean Salem ("Salem")/Norris Technologies LLC ("Norris");

(g) Brian Jensen/Jensen Trailer Sales & Service ("Jensen");

(h) Charlene Patterson/Pfaff Leasing ("Pfaff");

(i) Michael Esmailzadeh ("Esmailzadeh");

(j) Keith Bodimeade;

(k) Feng Wen Qiang;

(l) John Perry;

(m) Darren Wright/Ron Wright;

(n) James Chrisfidis;

(o) Bradley A. Fisher ("Fisher")/Phase5 IT Solutions;

(p) Chaminda Malwatta ("Malwatta");

(q) Lorraine Stinson ("Stinson");

(r) Representatives of Brent Jeffery Construction Ltd. ("Jeffery");

(s) Representatives of any other trades, suppliers or professionals who supplied improvements to the Ashburn Property.

4. An Order directing all persons listed in paragraph 3 herein to provide documents and information related to any of the matters listed in paragraph 2 herein as may be requested by GTL in its capacity as Receiver and/or Trustee.

5. An Order authorizing Bank of Nova Scotia ("BNS") and Canadian Imperial Bank of Commerce ("CIBC") to provide account statements and other documents and information pertaining to the personal accounts of Gary Bodimeade and Aimee Bodimeade up to and including May 25, 2016 as may be requested by GTL in its capacity as Receiver and/or Trustee.

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

THE GROUNDS FOR THE MOTION ARE:

1. Gary Bodimeade ("Gary") is an undischarged bankrupt.

2. Aimee Bodimeade ("Aimee") is Gary's estranged wife.

3. Gary and Aimee were shareholders of Compuquest.

4. In 2006, Gary pleaded guilty to money laundering arising from charges that he defrauded Royal Bank of Canada and was placed on two-years' probation.

5. In 2007, Gary and Aimee purchased the Ashburn Property, taking title in Aimee's name alone. The Ashburn Property was purchased with the proceeds of a prior matrimonial home that was jointly owned and mortgage financing from BNS. BNS also provided a line of credit to Gary and Aimee.

6. From 2007 through 2016, significant improvements were made to the Ashburn Property with an estimated cost (according to Gary) of $3,065,000.

7. Commencing in 2008, CIBC provided secured financing to Compuquest. Gary guaranteed the loans.

8. In approximately August 2014, BNS asked Gary and Aimee to move their personal accounts due to Gary's banking activities.

9. In August 2014, Aimee opened an account at CIBC.

10. On January 23, 2015, CIBC paid out the existing BNS mortgage/line of credit on the Ashburn Property and obtained a $1 million mortgage against the Ashburn Property.

11. Gary and Aimee separated in the fall of 2015, although Gary continued to reside at the Ashburn Property on occasion until approximately June 2016.

12. Gary currently resides with his girlfriend, Stinson, and is contributing to her household expenses.

13. On December 31, 2015, Gary signed a Revolving Line of Credit Agreement ("RLOC") with Salem/Norris.

14. On February 4, 2016, Gary registered notice of his spousal interest on title to the Ashburn Property.

15. In February 2016, CIBC became concerned about the operation of Compuquest's account at CIBC. Management of the account was transferred to Special Loans.

16. On March 3, 2016, Aimee signed an RLOC with Salem/Norris, purporting to mortgage "Gary's share" of the Ashburn Property.

17. On March 24, 2016, CIBC, through counsel, issued formal demand letters to Compuquest and Gary.

18. On or about April 11, 2016, Gary obtained an appraisal of the Ashburn Property showing an estimated value of $3.7 million.

19. On April 12, 2016, Gary/Compuquest consented to the appointment of GTL as consultant.

20. On April 15, 2016, GTL visited Compuquest's premises and discovered inventory on hand had a value of less than $50,000.

21. On April 28, 2016, CIBC issued an Application Record to appoint GTL as Interim Receiver.

22. On April 29, 2016, by Order of Madam Justice Mesbur, GTL was appointed as Interim Receiver of Compuquest and 225. Under the Order of Mesbur J., GTL was authorized to conduct examinations, including examining Gary.

23. On May 3, 2016, CIBC issued bankruptcy applications against each of Compuquest and Gary.

24. On May 13, 2016, GTL issued its First Report as Interim Receiver. GTL reported that there had been limited business for several months, limited inventory and minimal accounts receivable.

25. On May 17, 2016, by Order of Mr. Justice Newbould, GTL was appointed as Receiver of Compuquest and 225.

26. On May 25, 2016, Bankruptcy Orders were issued against Compuquest and Gary.

27. On June 1, 2016, GTL as Trustee registered the Bankruptcy Order of Gary against the Ashburn Property.

28. Both Salem/Norris and Gary personally are represented by Fogler Rubinoff LLP.

29. Through Fogler, Salem/Norris has filed proofs of claim in the bankruptcies of both Compuquest and Gary personally.

30. On June 22, 2016, Fogler on behalf of Salem/Norris issued the Salem Application against Aimee seeking a declaration of an interest in the Ashburn Property, a mortgage and a Certificate of Pending Litigation ("CPL").

31. On June 30, 2016, Salem/Norris through Fogler obtained an *ex parte* Order for leave to issue a CPL against the Ashburn Property.

32. On August 9, 2016, Salem/Norris, through Fogler, obtained an Order of Mr. Justice Glustein, without notice to the Trustee, for leave to register a mortgage against the Ashburn Property, without prejudice to the rights of the parties on validity or quantum.

33. On August 12, 2016, Salem/Norris, through Fogler, registered the Glustein Order on title to the Ashburn Property.

34. GTL as Receiver has conducted an investigation into the source of funds used to improve the Ashburn Property as well as other uses of Compuquest's funds. Through this investigation, the Receiver has uncovered the following information:

(a) In email communications with Aimee and Alan Hogan (the accountant for Compuquest and Gary and Aimee), in April 2016, Gary admitted that "everything" was paid for with Compuquest funds;

(b) The Receiver has identified at least $981,676.87 in payments/cheques written by Compuquest to fund improvements to the Ashburn Property;

(c) The Receiver has not completed its investigation into the source and use of funds to improve the Ashburn Property;

(d) Jeffery was the general contractor for the Ashburn Property – the Receiver requires information from Jeffery regarding the construction of the Ashburn Property;

(e) The Receiver has identified substantial other uses of Compuquest funds for personal use during the period from 2009 through 2015, including:

(i) down payments and lease payments for a fleet of leased vehicles totalling $1,759,994.53;

(ii) Cheques to Aimee totalling $138,800 for the period 2009 to 2013;

(iii) Cheques to Gary totalling $88,000 for 2013;

(iv) Cheques to "CASH" totalling $122,957.37 for the period 2009 to 2013.

35. On November 24, 2016, CIBC brought a motion originally returnable on November 30, 2016 to appoint GTL as Receiver of the Ashburn Property.

36. On November 30, 2016, the motion was adjourned to January 25, 2017 pending responding material and cross-examinations.

37. Gary delivered a responding affidavit dated January 5, 2016.

38. Aimee delivered a responding affidavit dated January 6, 2016.

39. Cross-examinations of Aimee and Gary were held on January 13, 2016.

40. Fogler, acting as counsel for Gary, refused to permit the Receiver to examine Gary at that time.

41. On January 25, 2017, Madam Justice Conway granted an Order appointing GTL as Receiver of the Ashburn Property.

42. The Receiver has now scheduled Gary's examination pursuant to the receivership and under s. 163 of the *Bankruptcy and Insolvency Act* for February 22, 2017.

43. Gary, through Fogler, has consented to the examination, but takes the position that:

(a) The Receiver cannot examine Gary without a further court order;

(b) The examinations by the Trustee of Gary as a representative of Compuquest and personally must be scheduled separately, with different transcripts.

44. The business and affairs and assets of Gary and Aimee personally and Compuquest have been extensively commingled. It is neither practical nor efficient to require separate examinations in the receivership and in each bankruptcy estate.

45. With respect to the balance of this motion:

(a) Gary and/or Aimee maintained accounts at BNS and CIBC which were used to fund expenses for the Ashburn Property. The Receiver requires records of these accounts for its investigation;

(b) Compuquest's CIBC bank records reveal large and questionable payments to Pinfold, Clausner, Kara Clausner, Virtual Technology, Salem/Norris, Keith Bodimeade, Feng Wen Qiang, John Perry, Darren Wright/Ron Wright and James Chrisfidis;

(c) Compuquest's bank records reveal significant dealings with Jensen and Pfaff for leased vehicles, many of which appear to have been for personal use;

(d) Hogan/Turner Moore LLP is the accountant for Compuquest, 225 and the Bodimeades;

(e) Esmailzadeh provided investment services for Gary and Compuquest;

(f) Stinson is Gary's live-in girlfriend;

(g) Fisher/Phase5 IT Solutions is Gary's current employer;

(h) Malwatta was a key employee of Compuquest and is now employed by Phase5 IT Solutions.

46. The Receiver/Trustee requires production of records, information and the ability to examine witnesses in order to complete its investigation and administer the estates.

47. The Salem Application has now been transferred to the Commercial List. The Salem Application needs to be addressed expeditiously in order to deal with the Ashburn Property.

48. Sections 163 and 243 of the *Bankruptcy and Insolvency Act*;

49. Section 101 of the *Courts of Justice Act*;

50. Such further and other grounds as the lawyers may advise.

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

1. Application Record of CIBC;

2. Second Report of the Receiver dated November 24, 2016;

3. Third Report of the Receiver dated January 11, 2017;

4. The transcripts of the cross-examinations of Aimee Bodimeade and Gary Bodimeade held on January 13, 2017 and the exhibits thereto.

5. Affidavit of Karen Fox sworn February 15, 2017 and the exhibits thereto.

6. Such further and other evidence as the lawyers may advise and this Honourable Court permit.

February 15, 2017

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Barristers and Solicitors
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Lawyers for Canadian Imperial Bank of Commerce

AND TO: **FOGLER RUBINOFF LLP**
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AND TO: **FOGLER RUBINOFF LLP**
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Lawyers for Dean Salem and Norris Technologies, LLC

#2709111 | 4099972

B E T W E E N

CANADIAN IMPERIAL BANK OF COMMERCE	-and-	1299746 ONTARIO INC. o/a COMPUQUEST2000, et al.
Applicant		Respondents

Court File No. CV-16-11369-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

NOTICE OF MOTION

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2

Catherine Francis (LSUC# 26900N)
cfrancis@mindengross.com
Tel: 416-369-4137
Fax: 416-864-9223

Lawyers for Receiver, Grant Thornton Limited

TAB

F

This is Exhibit "F" referred to in the
Affidavit of Gary Wayne Bodimeade
sworn before me this 7th day of June, 2017

A Commissioner for Taking Affidavits
Stephanie De Coria

MILLER THOMSON
AVOCATS | LAWYERS

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MILLERTHOMSON.COM

April 24, 2017

Stephanie De Caria
Direct Line: 416.595.2652
Direct Fax: 416.595.8695
sdecaria@millerthomson.com

Our file no: 0221807.0001

Via Fax & Email

Ms. Catherine Francis
Minden Gross LLP
145 King Street West, Suite 2200
Toronto, ON M5H 4G2

Dear Ms. Francis:

Re: Gary Wayne Bodimeade/Disclosure of Discharge

Further to the Notice of Change of Lawyers of even date, we are the lawyers for Mr. Bodimeade.

We refer to the Second Report of Grant Thornton Limited in its capacity as Court-appointed Receiver of 1299746 Ontario Inc. o/a Compuquest2000 and 225709 Ontario Inc. (in such capacity, the "**Receiver**") dated November 24, 2016 (the "**Report**"). At paragraph 58 of the Report, the Receiver states that shortly after its appointment the Receiver was advised by its independent counsel, Minden Gross LLP, that Mr. Bodimeade "...was found guilty of laundering the proceeds of crime...".

Attached as Appendix 32 to the Report are copies of certain documents related to the above-noted charge, including a copy of a Probation Order of Justice Sutherland dated September 12, 2006 (the "**Probation Order**"). The Probation Order provides that Mr. Bodimeade was discharged.

Section 6.1(1) of the *Criminal Records Act*, R.S.C., 1985, c. C-47, as amended (the "**Act**") states as follows:

> 6.1 (1) No record of a discharge under section 730 of the *Criminal Code* that is in the custody of the Commissioner or of any department or agency of the Government of Canada shall be disclosed to any person, nor shall the existence of the record or the fact of the discharge be disclosed to any person, without the prior approval of the Minister, if
>
> (a) more than one year has elapsed since the offender was discharged absolutely; or
>
> (b) more than three years have elapsed since the offender was discharged on the conditions prescribed in a probation order.

Section 10 of the Act provides as follows: "Any person who contravenes any provision of this Act is guilty of an offence punishable on summary conviction."

We are not aware that the Minister approved the disclosure. If the disclosure was approved, we trust that you will advise us of same at your earliest opportunity.

In light of the foregoing, we are of the view that the disclosure of Mr. Bodimeade's discharge and associated records constitutes an offence under the Act. Said disclosure has already caused (and will continue to cause) Mr. Bodimeade to sustain damages, including but not limited to, damages to his personal and professional relationships as well as consequential business losses. Mr. Bodimeade holds the Receiver and its counsel fully liable for all damages suffered.

As a preliminary step, we require that the Receiver immediately take all available steps to have the Report permanently sealed and removed from both the public record as well as the Receiver's website, all at the cost of the Receiver. Please ensure that we are served with copies of the Receiver's Motion Record and any resulting Order in this regard.

While the Receiver confirmed in its Report that its counsel advised of the conviction, we also ask that you advise at your earliest opportunity as to how the Receiver came into possession of the Probation Order.

You are advised that Mr. Bodimeade specifically reserves and preserves all of his rights and remedies against the Receiver and its counsel for the disclosure.

We trust that the foregoing is sufficiently clear.

Yours truly,

MILLER THOMSON LLP

Per:

Stephanie De Caria
SD:rj

cc: Greg Azeff

24037675.1

TAB
G

This is Exhibit “G” referred to in the
Affidavit of Gary Wayne Bodimeade
sworn before me this 7th day of June, 2017

A Commissioner for Taking Affidavits
Stephanie De Caria

Sookdeo, Ashley

From: Catherine Francis <CFrancis@mindengross.com>
Sent: Tuesday, April 25, 2017 4:18 PM
To: De Caria, Stephanie
Cc: Azeff, Gregory
Subject: RE: Gary Wayne Bodimeade/Disclosure of Discharge [MTDMS-Legal.FID6802621]

Stephanie,

I understand your point. I simply don't agree with it.

First, section 6.1 refers to the disclosure of records "in the custody of the Commissioner or of any department or agency of the Government of Canada". I do not read this section as prohibiting a third party in possession of information about an individual's criminal history from disclosing that information. Particularly in this case, the disclosure of that information to our own client, being the Receiver/Trustee.

Second, a conditional or absolute discharge or a pardon of a criminal offence does not wipe out the underlying facts. The court is entitled to consider such facts to the extent that they are relevant to determine matters in issue in a case.

I have already addressed the importance of Mr. Bodimeade's prior criminal history, given the extensive evidence of wrongdoing found by the Receiver/Trustee. The Second Report was filed in respect of a motion to appoint GTL as Receiver of the matrimonial home on the basis that Compuquest funds were diverted to the personal use of the Bodimeades to construct the matrimonial home. Mr. Bodimeade's prior involvement in fraud and money-laundering activities was and is relevant to the issue of the Receiver's entitlement to an interest in the property.

Third, the fact that Grant Thornton Limited is a court-appointed officer does not preclude the Receiver from disclosing relevant information to the court.

Fourth, as indicated previously, the Trustee does not believe that Mr. Bodimeade has made proper disclosure of his income. Nor has he had any surplus income payments to the Trustee. We are concerned that Mr. Bodimeade seems to have the financial resources to launch what we consider to be unfounded legal attacks against the Receiver, while professing not to have the ability to make surplus income payments.

Catherine Francis | T: 416.369.4137 | F: 416.864.9223 | www.mindengross.com
MINDEN GROSS LLP
MERITAS LAW FIRMS WORLDWIDE

From: De Caria, Stephanie [mailto:sdecaria@millerthomson.com]
Sent: Tuesday, April 25, 2017 2:59 PM
To: Catherine Francis <CFrancis@mindengross.com>

Cc: Azeff, Gregory <gazeff@millerthomson.com>
Subject: RE: Gary Wayne Bodimeade/Disclosure of Discharge [MTDMS-Legal.FID6802621]

Catherine:

It appears that you are missing the point of my letter, which I hope to clarify for you here.

As you confirm in your email below, you provided a copy of the Probation Order to the Receiver which you were in possession of as a result of a prior retainer. Said Order is annexed at Tab 32 (specifically, page 494) of the Receiver's Second Report, and clearly indicates that Mr. Bodimeade was discharged (albeit on conditions).

I would like to kindly remind you that you act as counsel for an impartial court-appointed officer, and by extension you also share the same duty of impartiality. Regardless of whatever value you believe the Probation Order provides to the Receivership, you are not at liberty to disclose any details of Mr. Bodimeade's discharge unless you have first obtained approval of the Minister. This is made clear by the Criminal Records Act, as set out in my letter to you yesterday.

Once again, we ask the Receiver to take all immediate steps to have the Report permanently sealed and removed from the public record at the Receiver's cost, failing which we will be left with no choice but to bring the motion ourselves. Should such motion become necessary, which would be unfortunate, please be advised that we intend to rely on our correspondence exchange and will be seeking our full costs as against the Receiver.

Please confirm whether the Receiver agrees to bring the above-noted motion by 12pm tomorrow. I look forward to hearing from you.

Stephanie

STEPHANIE DE CARIA
Associate

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Email: sdecaria@millerthomson.com
millerthomson.com

MILLER THOMSON
AVOCATS | LAWYERS

From: Catherine Francis [mailto:CFrancis@mindengross.com]
Sent: Monday, April 24, 2017 6:52 PM
To: De Caria, Stephanie <sdecaria@millerthomson.com>
Cc: Azeff, Gregory <gazeff@millerthomson.com>
Subject: RE: Gary Wayne Bodimeade/Disclosure of Discharge

Stephanie,

I am responding to your letter of today's date.

The Receiver's Second Report was served exactly five months ago, on November 24, 2016. Pursuant to a court-ordered schedule, you were provided with an opportunity to ask questions about the report.

Subsequently, the Receiver brought a motion for directions which was heard on February 21, 2017. Mr. Bodimeade attended for his examination on February 22, 2017. Mr. Bodimeade admitted all of the facts related to this incident – see Qs. 102 – 139.

In the circumstances, it seems a bit late for your client to object to disclosure of this information or to require all references to this incident to be deleted.

In answer to your question, the Receiver discovered documents in Compuquest's records indicating that Gary Bodimeade had applied for a pardon in 2007. As a result of a prior retainer, we were in possession of information about Mr. Bodimeade's charges on money-laundering and provided a copy of the document in question to the Receiver. Mr. Bodimeade is well aware of this, as I acted on the prior litigation.

As it turns out, the pardon application found by the Receiver in Compuquest's records was in respect of an earlier fraud conviction. Mr. Bodimeade was convicted of fraud over $1,000 on August 20, 1993. In applying for a pardon from this conviction, it does not appear that Mr. Bodimeade disclosed his subsequent guilty plea on the money-laundering charge.

We do not read the *Criminal Records Act* as prohibiting disclosure of the money-laundering charge in the Receiver's report, particularly when the information appeared pertinent to Mr. Bodimeade's conduct in operating Compuquest. The Receiver chose not to disclose the earlier fraud conviction, from which Mr. Bodimeade obtained a pardon in 2007.

If you wish to seek an Order expunging reference to the money-laundering charge from the Receiver's report, feel free to bring a motion for this relief. However, the information will remain in Mr. Bodimeade's transcript, and the Receiver reserves the right to bring to the court's attention the earlier fraud conviction, the apparent failure to disclose information about this in applying for a pardon and Mr. Bodimeade's conduct in relation to the operation of Compuquest.

We would also remind you of the following:

1. Mr. Bodimeade is an undischarged bankrupt. His rights, if any, vest in his Trustee.
2. The Trustee has obligations under sections 205 and 206 of the *Bankruptcy and Insolvency Act*. There is evidence of very serious misconduct by Mr. Bodimeade including misrepresenting Compuquest's financial situation to creditors, diversion of company funds to his personal use, fraudulent preferences etc. All of this improper conduct is well documented. The investigation into these matters is not yet complete. In the circumstances, your suggestion that Mr. Bodimeade has somehow suffered a loss of reputation attributable to disclosure of the money-laundering charges/guilty plea is rejected.
3. We do not believe that Mr. Bodimeade has made proper disclosure of his income to the Trustee. We reserve all rights in this regard.

Catherine Francis | **T:** 416.369.4137 | **F:** 416.864.9223 | www.mindengross.com
MINDEN GROSS LLP
MERITAS LAW FIRMS WORLDWIDE

From: Jahshan, Rima [mailto:rjahshan@millerthomson.com]
Sent: Monday, April 24, 2017 3:56 PM
To: Catherine Francis <CFrancis@mindengross.com>
Cc: Azeff, Gregory <gazeff@millerthomson.com>; De Caria, Stephanie <sdecaria@millerthomson.com>
Subject: Gary Wayne Bodimeade/Disclosure of Discharge

Dear Ms. Francis,

See attached correspondence which is being sent to you on behalf of Stephanie De Caria.

RIMA JAHSHAN
Legal Assistant

Miltom Management LP
A service provider for Miller Thomson LLP
Scotia Plaza
Toronto, Ontario M5H 3S1
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Email: rjahshan@millerthomson.com
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MILLER THOMSON
AVOCATS | LAWYERS

immédiatement et le détruire. Nous vous remercions de votre collaboration. Le présent message n'a pas été crypté. Le cryptage est possible sur demande spéciale. Communiquer avec l'expéditeur pour ne plus recevoir de courriels de la part de Miller Thomson.

Pour tout renseignement au sujet des services offerts par notre cabinet, visitez notre site Web à www.millerthomson.com

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MILLERTHOMSON.COM

April 24, 2017

Stephanie De Caria
Direct Line: 416.595.2652
Direct Fax: 416.595.8695
sdecaria@millerthomson.com

Our file no: 0221807.0001

Via Fax & Email

Ms. Catherine Francis
Minden Gross LLP
145 King Street West, Suite 2200
Toronto, ON M5H 4G2

Dear Ms. Francis:

Re: Gary Wayne Bodimeade/Disclosure of Discharge

Further to the Notice of Change of Lawyers of even date, we are the lawyers for Mr. Bodimeade.

We refer to the Second Report of Grant Thornton Limited in its capacity as Court-appointed Receiver of 1299746 Ontario Inc. o/a Compuquest2000 and 225709 Ontario Inc. (in such capacity, the "**Receiver**") dated November 24, 2016 (the "**Report**"). At paragraph 58 of the Report, the Receiver states that shortly after its appointment the Receiver was advised by its independent counsel, Minden Gross LLP, that Mr. Bodimeade "...was found guilty of laundering the proceeds of crime...".

Attached as Appendix 32 to the Report are copies of certain documents related to the above-noted charge, including a copy of a Probation Order of Justice Sutherland dated September 12, 2006 (the "**Probation Order**"). The Probation Order provides that Mr. Bodimeade was discharged.

Section 6.1(1) of the *Criminal Records Act*, R.S.C., 1985, c. C-47, as amended (the "**Act**") states as follows:

> 6.1 (1) No record of a discharge under section 730 of the *Criminal Code* that is in the custody of the Commissioner or of any department or agency of the Government of Canada shall be disclosed to any person, nor shall the existence of the record or the fact of the discharge be disclosed to any person, without the prior approval of the Minister, if
>
> (a) more than one year has elapsed since the offender was discharged absolutely; or
>
> (b) more than three years have elapsed since the offender was discharged on the conditions prescribed in a probation order.

Section 10 of the Act provides as follows: "Any person who contravenes any provision of this Act is guilty of an offence punishable on summary conviction."

We are not aware that the Minister approved the disclosure. If the disclosure was approved, we trust that you will advise us of same at your earliest opportunity.

In light of the foregoing, we are of the view that the disclosure of Mr. Bodimeade's discharge and associated records constitutes an offence under the Act. Said disclosure has already caused (and will continue to cause) Mr. Bodimeade to sustain damages, including but not limited to, damages to his personal and professional relationships as well as consequential business losses. Mr. Bodimeade holds the Receiver and its counsel fully liable for all damages suffered.

As a preliminary step, we require that the Receiver immediately take all available steps to have the Report permanently sealed and removed from both the public record as well as the Receiver's website, all at the cost of the Receiver. Please ensure that we are served with copies of the Receiver's Motion Record and any resulting Order in this regard.

While the Receiver confirmed in its Report that its counsel advised of the conviction, we also ask that you advise at your earliest opportunity as to how the Receiver came into possession of the Probation Order.

You are advised that Mr. Bodimeade specifically reserves and preserves all of his rights and remedies against the Receiver and its counsel for the disclosure.

We trust that the foregoing is sufficiently clear.

Yours truly,

MILLER THOMSON LLP

Per:

Stephanie De Caria
SD:rj

cc: Greg Azeff

24037675.1

CANADIAN IMPERIAL BANK OF COMMERCE	and	1299746 ONTARIO INC. o/a COMPUQUEST2000 and 2252709 ONTARIO INC.
Applicant		Respondents

Court File No.: CV-16-11369-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

AFFIDAVIT OF GARY WAYNE BODIMEADE

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Stephanie De Caria LSUC#: 68055L
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Email: sdecaria@millerthomson.com

Lawyers for the Respondents and Gary Bodimeade

TAB
3

Court File No.: CV-16-11369-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	……….……, THE ………
	)	
JUSTICE	)	DAY OF ………….., 2017

B E T W E E N :

(Court seal)

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

\- and -

1299746 ONTARIO INC. o/a COMPUQUEST2000 and
2252709 ONTARIO INC.

Respondents

DRAFT ORDER

THIS MOTION, made by Mr. Gary Wayne Bodimeade ("**Mr. Bodimeade**") an interested party in the within proceeding, requiring Grant Thornton Limited, the Receiver in the within proceeding (the "**Receiver**") to permanently expunge any materials filed with the Court and uploaded on the Receiver's website at the following URL: https://www.grantthornton.ca/services/reorg/bankruptcy_and_insolvency/compuquest2000 (the "**Receiver's Website**") that disclose the fact of Mr. Bodimeade's guilty plea to the charge of laundering the proceeds of crime contrary to the Criminal Code (the "**Guilty Plea**"), the Probation Order of the Honourable Mr. Justice Sutherland dated September 12, 2006 (the "**Probation Order**") and the fact of Mr. Bodimeade's discharge (the "**Discharge**"), was heard this day at the Court House, 330 University Avenue, 8th Floor, Toronto, Ontario, M5G 1R7,

ON READING the Motion Record, including the Affidavit of Mr. Bodimeade sworn June 7, 2017, together with the exhibits attached thereto, filed, and on hearing the submissions of counsel,

1. **THIS COURT ORDERS** that the moving party, Mr. Bodimeade, is hereby granted leave *nunc pro tunc* to bring the within Motion.

2. **THIS COURT ORDERS** that the Receiver is required to permanently expunge any materials filed with the Court that disclose any of the Guilty Plea, Probation Order or fact of the Discharge within seven (7) days of the date of this Order, including, without limitation, by:

   (a) Removing the Receiver's Second Report dated November 24, 2016 (the "**Second Report**") currently filed with Court and replacing same with an amended version redacting paragraphs 58 to 60, and removing Appendix 32 attached to the Second Report in its entirety; and

   (b) Removing the Motion Record dated February 15, 2017 (the "**Motion Record**") and the Notice of Motion dated February 15, 2017 contained therein (the "**Notice of Motion**") currently filed with the Court and replacing same with an amended version redacting paragraph 4 of the Notice of Motion (under the "Grounds for the Motion" section) (the "**Court File Removal and Replacement**").

3. **THIS COURT ORDERS** that the Receiver is required to permanently expunge any materials uploaded on the Receiver's Website that disclose any of the Guilty Plea, Probation Order or fact of the Discharge within seven (7) days of the date of this Order, including, without limitation, by:

   (a) Removing the Second Report currently uploaded on the Receiver's Website and replacing same with an amended version redacting paragraphs 58 to 60, and removing Appendix 32 attached to the Second Report in its entirety; and

   (b) Removing the Motion Record and the Notice of Motion contained therein currently uploaded on the Receiver's Website and replacing same with an amended version redacting paragraph 4 of the Notice of Motion (under the "Grounds for the Motion" section) (the "**Receiver's Website Removal and Replacement**").

2. **THIS COURT ORDERS** that the Receiver personally pay the costs associated with the Court File Removal and Replacement and the Receiver's Website Removal and Replacement. For greater certainty, such costs ought not to be borne by the Respondents' estate.

3. **THIS COURT ORDERS** that all materials and documents filed in connection with the within motion, together with the within Order, shall be sealed and shall not form part of the public record pending further Order of this Court.

4. **THIS COURT ORDERS** that the Receiver shall personally pay to Mr. Bodimeade his costs of this within motion, fixed in the amount of $__________________ within seven (7) days of the date of this Order. For greater certainty, such costs ought not to be borne by the Respondents' estate.

THIS ORDER BEARS INTEREST at the rate of 2.0 percent per year commencing on the date hereof in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended.

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CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

1299746 ONTARIO INC.
o/a COMPUQUEST2000 and
2252709 ONTARIO INC.

Respondents

Court File No.: CV-16-11369-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

DRAFT ORDER

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CANADIAN IMPERIAL BANK OF COMMERCE	and	1299746 ONTARIO INC. o/a COMPUQUEST2000 et al.	Court File No.: CV-16-11369-00CL
Applicant		Respondents	

ONTARIO
SUPERIOR COURT OF JUSTICE
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Proceeding commenced at TORONTO

MOTION RECORD

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