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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

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

Respondent

SEVENTH REPORT OF THE RECEIVER

July 17, 2017

GrantThornton

Grant Thornton Limited
Receiver of the Respondents

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

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INTRODUCTION AND BACKGROUND

1. This report (the "**Seventh Report**") is being filed by Grant Thornton Limited ("**GTL**") in its capacity as the receiver (in such capacity, the "**Receiver**") of 1299746 Ontario Inc. o/a Compuquest2000 ("**Compuquest**") and 2252709 Ontario Inc. ("**225**") (together, the "**Debtors**") and as Receiver of a real property at 7472 Ashburn Road, Whitby, Ontario (the "**Ashburn Property**"). The Seventh Report is being filed in response to the Affidavits of Aimee Bodimeade and Dean Salem sworn July 14, 2017.

2. The same defined terms will be used herein as in the Fifth Report of the Receiver dated June 19, 2017, unless otherwise defined.

SCOPE AND TERMS OF REFERENCE

3. In preparing this Seventh Report, the Receiver has relied upon certain unaudited financial information, the Debtors' records, the Debtors' bank statements and supporting records received from its financial institutions and other financial information. While the Receiver has performed a preliminary review of available books and records of Compuquest and 225, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with GAAP or IFRS. Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAP or IFRS with respect to such information.

4. This Seventh Report has been prepared for the use of this Court and the Debtors' stakeholders for the purpose of obtaining approval of the Ashburn Sale Agreement and ancillary relief and to assist the Court in making a determination of the claims by Salem and Norris to an interest in the Ashburn Property. Accordingly, the reader is cautioned that this Seventh Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by

the reader as a result of the circulation, publication, reproduction or use of this Seventh Report for any other purpose.

5. All references to dollars in this Seventh Report are in Canadian currency unless otherwise noted.

RESPONSE TO AFFIDAVIT OF AIMEE BODIMEADE SWORN JULY 14, 2017

6. On the afternoon of July 14, 2017, Aimee delivered an affidavit opposing approval of the Ashburn Sale Agreement unless proceeds of the sale are distributed to her.

7. Paragraphs 1, 2, 4, 5, 6, 7, 8 (except the last sentence), 9, 10, 11, 12, 18 and 19 of Aimee's affidavit are virtually identical to an affidavit sworn by Aimee on January 6, 2017 opposing the Receiver's appointment to market and sell the Ashburn Property. These allegations were addressed in the Receiver's Third Report and on Aimee's cross-examination held January 13, 2017.

8. With respect to paragraphs 13 and 14 of Aimee's affidavit, the rights and interests of the Receiver and the Trustee in the Ashburn Property are not limited to an equalization claim between Aimee and Gary pursuant to the *Family Law Act*. Among other things:

   a. Aimee admitted in paragraph 3 of her June 20, 2017 affidavit that she insisted on the title being put in her name after Gary was charged with fraud to protect her and her children from "further financial instability with Gary";

   b. The initial down payment was funded with the proceeds of a previous property jointly held by Gary and Aimee and financing from BNS that was co-signed by Gary;

   c. The BNS financing was augmented and later replaced by a first mortgage held by CIBC, which is in default;

d. Aimee admitted in the RLOC Agreement that Gary had an interest in the Ashburn Property;

e. The interests of Gary and Aimee are subject to claims by the Receiver of Compuquest;

f. To date, the Receiver has already traced over $1 million of Compuquest funds/assets into the Ashburn Property;

g. The Receiver's investigation is not complete.

9. Aimee has provided no support or breakdown for the statement in paragraph 14 of her affidavit that Gary's net family property was allegedly higher than hers on the date of separation. To date, there have been no meaningful recoveries in Gary's bankruptcy.

10. In paragraph 15 of her affidavit, Aimee alleges that she consented to the sale of the Ashburn Property on the basis that the distribution of sale proceeds would be agreed or ordered before the sale transaction was approved. There was no such agreement. The only agreement was a term of the Receiver's appointment order that Aimee could address distribution of funds on the sale approval motion.

11. Since the Receiver's appointment, Aimee has taken no steps to deal with the issues of entitlement among the Receiver, the Trustee and Aimee. In any event, the determination of these issues first requires the determination of the claims of Salem and Norris. Aimee took no steps herself to deal with the Norris Application.

12. Paragraph 16 of Aimee's affidavit is similar to paragraph 22 of her January 6, 2017 affidavit, but includes 25 more animals than referred to in the earlier affidavit (four cats, one cow, four goats and sixteen chickens). Aimee does not indicate when she acquired these additional animals.

13. Aimee has known since at least the summer of 2016 that the Ashburn Property has to be sold. Aimee does not appear to have taken any steps to sell or otherwise deal with the nine horses located at the Ashburn Property since the Receiver's appointment.

14. On July 12, 2017, counsel for Salem and Norris provided the Receiver's counsel with a report from Sterling Stables LLC assessing the value of the nine horses, as well as a tenth horse located off-site. The assessed value provided was $162,000.00, exclusive of equipment. A copy of the covering email and assessment is attached as **Appendix "1"**.

15. According to the assessment, the cost of professional training for the horses to work them and have them sale ready would average between $800-1200 per horse per month, plus additional expenses for vet and farrier work.

16. Only one of the horses ("Chase What Matters") is registered to Gary. According to information provided by Aimee in January 2017, this horse was purchased in 2013 for $2,500.00.

17. The remaining horses are registered either to Aimee or her children. It is apparent that she and her children do not have the financial means to keep and maintain the horses.

18. With respect to paragraph 20 of Aimee's affidavit, the Receiver acknowledges that Aimee cooperated in the sale of the Ashburn Property. Aimee was permitted to continue residing at the Ashburn Property on the understanding that she would cooperate in the sale process. Aimee and her children have been living at the Ashburn Property without paying either the mortgage or, it appears, property taxes since the Receiver's appointment on January 25, 2017.

19. As addressed in previous reports, the Bodimeades lived well above their means for years, at the expense of Compuquest and their personal

creditors. Gary's and Aimee's extravagant lifestyle included the construction and maintenance of the Ashburn Property, leasing a fleet of luxury vehicles and the purchase and maintenance of a stable of horses. The vehicle leasing costs alone appear to have greatly exceeded the Bodimeades' annual income, let alone the construction of the Ashburn Property, purchase and care of the horses and care and maintenance of the Ashburn Property, as well as other personal expenses paid by Compuquest.

20. Although Aimee is the registered owner of the Ashburn Property, she has been unable to provide any further evidence related to the construction costs or the source of funds used to construct the Ashburn Property.

21. The Receiver disputes that Aimee is entitled to 50% of the net sale proceeds. This fails to take into consideration the interests of the Receiver of Compuquest. At this stage, there is no certainty that Aimee has any entitlement to proceeds from the sale of the Ashburn Property, after considering the use of Compuquest's assets to purchase and maintain the Ashburn Property and the withdrawal of equity through the BNS and CIBC mortgages.

22. In paragraph 32 of Aimee's affidavit, she accuses the Receiver/Trustee of failing to make claims against moneys that were transferred to creditors by Gary in the months leading up to the bankruptcy. She also alleges that the Receiver/Trustee "are not making a claim against Gary's current business income, even though he has simply moved the Compuquest operations, with most of the employees, to another location and under another name".

23. The Receiver/Trustee is continuing to investigate and intends to pursue both the transfer of assets in the months leading up to the bankruptcies and the new business being operated by Gary under the name CQ2K/Phase5.

24. The Receiver/Trustee is reviewing the transfer of assets to Salem/Norris and others, including Aimee herself. For example, Aimee acknowledged to the Receiver that after the bankruptcy, she personally received 50% of the proceeds of a trailer that she mistakenly believed was owned by her and Gary. The other 50% was paid to Gary's girlfriend. A copy of an email and cheque stub reflecting these payments is attached as **Appendix "2"**.

25. The issues with respect to CQ2K/Phase5 will be addressed further below.

RESPONSE TO AFFIDAVIT OF DEAN SALEM SWORN JULY 14, 2017

26. On the afternoon of July 14, 2017, Salem and Norris delivered a five-volume responding motion record containing approximately 1,900 pages of material, a lengthy affidavit sworn by Salem and 73 exhibits.

27. The vast majority of the exhibits are already included elsewhere in the court record.

28. In paragraph 18 of his affidavit, Salem alleges that in January 2011, he and Norris agreed to provide a revolving line of credit to Compuquest in the amount of $1,500,000, that Gary agreed to be personally responsible for the debt and that Gary's and Aimee's assets would act as security for this agreement.

29. Although Salem and Norris have had over a year to substantiate their claims and despite the volume of the responding motion record, Salem and Norris have not produced any evidence supporting the existence of any such agreement prior to Gary's execution of the RLOC Agreement on December 31, 2015.

30. The schedule supporting Salem's proofs of claim only reflected transactions commencing on January 29, 2016.

31. The schedule supporting Norris's proofs of claim reflected shipments of product commencing on January 22, 2014. Up until April 1, 2014, the shipments appear to have been paid by COD.

32. In his cross-examination testimony, Gary alleged that Norris had been supplying product since 2014 and that they had a "verbal agreement" for the line of credit:

> 805· · · · · · · · · ·Q.· ·I want to go back to your trip to Tennessee in December of 2015.· When did you first come up with the idea of entering into a line of credit agreement with Mr. Salem and his company?
>
> A.· ·We always had a verbal agreement up until he found out that Aimee and myself were separating.
>
> 806· · · · · · · · · ·Q.· ·So this is from when he started supplying the HP product in 2014?
>
> A.· ·2014, yes.
>
> 816· · · · · · · · · ·Q.· ·And at what point did Dean also start supplying funds as well as product?
>
> A.· ·Again, from 2014.· If I bought a load that I couldn't -- that I couldn't sell right away or if I had residual inventory that I needed to pay him for, I would borrow money from him to pay it.

33. This is inconsistent with Salem's allegation that there was an agreement three years earlier. Further, there is no corroborating evidence for this alleged agreement either in 2011 or in 2014 and no evidence of either a personal guarantee from Gary or an undertaking to provide security prior to December 31, 2015.

34. Moreover, there is no evidence that Salem or Norris had any discussions or dealings with Aimee at all prior to 2016.

35. In paragraph 23 of his affidavit, Salem quotes from an email dated January 5, 2016, in which he apparently introduced himself to Aimee for the first time and asked her to execute the RLOC Agreement.

36. In paragraph 29 of his affidavit, Salem admits that he received a copy of Robertson's March 3, 2016 letter, setting out the terms on which Aimee would sign the RLOC Agreement.

37. The Receiver has no knowledge as to whether the condition that the mortgage would only apply to "Gary's share" was deliberately documented by way of a "side agreement", rather than on the face of the RLOC Agreement. However, there is no doubt that:

   a. Salem was fully aware at that time that Gary and Compuquest were in trouble with CIBC;

   b. Salem was assisting Gary in trying to hold off CIBC;

   c. Salem was fully aware of the "side agreement" before Aimee signed the RLOC Agreement.

38. With respect to paragraphs 37 - 42 of Salem's affidavit, CIBC issued the bankruptcy applications against Gary and Compuquest on May 3, 2016, exactly two months after Aimee executed the RLOC Agreement.

39. Salem's attempts to require Aimee to execute a mortgage over the Ashburn Property, as detailed in paragraphs 37 – 29 of his affidavit, took place after the appointment of GTL as Interim Receiver and after the issuance of the bankruptcy applications.

40. Salem and Norris issued the Norris Application after Gary and Compuquest were both bankrupt.

41. Salem and Norris now take the position that they are secured creditors in the bankruptcies of Compuquest and Gary, by virtue of the "equitable mortgage" they are seeking to enforce by way of the Norris Application. However, they did not name either the Receiver or the Trustee in the Norris Application or seek leave of the court to bring this proceeding to pursue an equitable mortgage.

42. With respect to paragraph 48 of Salem's affidavit, the Receiver did not know at the time of preparing the Second and Third Reports that Gary and Aimee, with the knowledge and consent of Salem, had a "side deal" that the mortgage would only cover "Gary's share" of the Ashburn Property.

43. The Receiver was also unaware that Aimee was deliberately stalling the listing of the Ashburn Property for sale while she tried to negotiate a deal with Salem to assist her in purchasing a new property.

44. Following the Receiver's appointment in respect of the Ashburn Property, the Receiver learned that Salem was offering to provide financial assistance to Aimee in consideration of obtaining the mortgage, as reflected in the emails attached as Exhibit "H" to Aimee's June 20, 2017 affidavit.

45. The Receiver's position remains the same as previously. If Aimee is found to have committed to mortgage the Ashburn Property under the RLOC Agreement, this can only affect Aimee's interest, if any, in the Ashburn Property, not the interests of the Receiver or the Trustee.

46. With respect to paragraphs 51 – 62 of Salem's affidavit, it is not the Receiver's or the Trustee's responsibility to prove a creditor's claim. The Receiver's previous reports address the Receiver's concerns with the claims of Salem and Norris.

47. Ordinarily, a supplier's claim should be supported by the bankrupt's books and records. In this case, Compuquest's records did not substantiate the claims of Salem and Norris. To the contrary, as indicated previously, the accounts receivable records for Compuquest showed that Norris owed Compuquest $353,901.00 as of December 31, 2015 and that Compuquest owed Norris $189,058.00. In other words, according to Compuquest's records, Norris owed money to Compuquest.

48. The documents furnished by Norris did not – and still do not – include the kinds of evidence that would normally be available to prove a claim, such as purchase orders from Compuquest that could be tied into Compuquest's records.

49. In paragraphs 63 – 72 of his affidavit, Salem responds to the Receiver's Second Report and alleges that the Receiver "did not appear to be acting objectively, independently and fairly in conduction its investigation".

50. The Receiver's Second Report is dated November 24, 2016, almost eight months ago. Salem and Norris had a full opportunity to ask any questions they wished in respect of the Second Report, to provide any information they wished the Receiver to consider and to make full disclosure of their dealings with Gary and Compuquest. To this date, they have not done so.

51. In paragraphs 73 – 108 of his affidavit, Salem discusses in detail the dealings between the Receiver and Salem/Norris from November 30, 2016 to July 6, 2017. These events have been discussed previously in the Fifth and Sixth Reports.

52. The Receiver's reports detail the suspicions about the relationship between Gary and Salem, including the irregular banking activity (circular cheques), Salem's involvement in coaching Gary on his responses to CIBC, preferential payments, the lack of business activity or assets discovered by the Receiver on its appointment and the apparent transfer of the Compuquest business to a new entity to which Norris is supplying inventory.

53. The emails found by the Receiver showed a clear intention by Gary/Compuquest to dispose of assets and pay the proceeds to Salem and Norris. This is in fact what happened, as a result of which Salem and Norris received preferences.

54. The Receiver and Trustee have not only the right but the duty to investigate preferences and transfers at undervalue.

55. With respect to the quantum of the claims filed by Salem and Norris, the Receiver has incurred an enormous amount of time addressing the unsecured proofs of claim. Both CIBC and Business Development Bank of Canada ("**BDC**") are secured creditors of Compuquest in priority to Salem and Norris. In addition to CIBC and BDC, there are other creditors of Gary, including American Express ("**Amex**"). There is no reason to determine quantum unless and until there are funds for distribution in Gary's estate, at which time Salem and Norris will share *pro rata* with other unsecured creditors of Gary.

56. It was only on June 23, 2017, two months after the July 17, 2017 motion was booked, that Salem and Norris decided to file secured proofs of claim, claiming an equitable mortgage over the Ashburn Property in priority to the interests of the Receiver and the Trustee. Apart from the sale of the Ashburn Property, the only issue for determination on this motion is whether Salem and Norris are entitled to an equitable mortgage.

57. With respect to paragraphs 109 – 111 of Salem's affidavit, the Receiver does not dispute that Aimee and Gary lived a life of luxury at Compuquest's expense. This is a matter for the Receiver's investigation. However, the fact that Gary and Aimee misappropriated funds from Compuquest to fund a luxury lifestyle does not excuse the conduct of Salem and Norris or entitle them to a priority over Compuquest's secured creditors or other creditors of Gary and Aimee.

58. In paragraph 112(a) of his affidavit, Salem addresses CQ2K/Phase5.

59. The Receiver does not accept Salem's position that Gary is merely an "employee" of CQ2K/Phase5. It appears that this company is a continuation of Compuquest's business that is being run by Gary.

60. It also appears that Salem has not been forthcoming about his relationship with CQ2K/Phase5.

61. The Receiver has obtained a copy of a Sales Order issued by Norris on May 5, 2016 to CQ2K in the amount of $38,655.00. A copy of the Sales Order is attached as **Appendix "3"**. This Sales Order was issued on the very day that CQ2K was incorporated.

62. The address on the Sales Order is 88 Beachgrove Cres, Whitby, Ontario. The Receiver has learned that this is the former home address of Gary's girlfriend, with whom he currently resides.

63. The Receiver has repeatedly asked Salem/Norris to provide an accounting of their dealings with CQ2K. They have refused to do so. Although the Receiver has obtained a court order authorizing the Receiver to examine Salem, Salem has refused to attend in Ontario for his examination.

64. The Receiver will be addressing these issues further following the completion of the sale of the Ashburn Property.

65. In paragraph 112(b) of his affidavit, Salem addresses the sale of the King Aire and delivery of the proceeds to Norris. This transaction did not take place in the ordinary course of Compuquest's business. This and other payments were made at a time when Compuquest was patently insolvent and resulted in Norris receiving a preference. The Trustee has not yet commenced a preference proceeding, but intends to do so.

66. In paragraph 112(c) of his affidavit, Salem addresses the fact that he was drafting Gary's responses to CIBC. It is clear that Gary and Salem were not dealing at arm's length. It is also clear that Salem was fully aware of Compuquest's financial difficulties. It appears that they were collaborating on a strategy to deal with CIBC, transfer assets of Gary and Compuquest to Norris and move Compuquest's business to a new entity.

67. The Receiver has been unable to obtain further particulars of this strategy because Gary has claimed privilege over his communications with Salem and Fogler Rubinoff LLP.

68. In paragraph 112(f) of his affidavit, Salem addresses the circular cheque transactions. The Receiver's Fifth Report set out the sequence of events as presented on Compuquest's bank statements. The fact is that there were circular cheques being written back and forth between Compuquest and Salem/Norris, which were caught by CIBC's fraud detection group.

69. Exhibit "DDD" to Salem's affidavit includes multiple copies of an email chain between Gary and Salem dated January 28, 2011, wherein Gary appears to be offering Salem a $4,000.00 fee to advance $155,000.00 to Compuquest and receive a cheque back on the same day.

70. In paragraph 112(f)(i)(A)-(C) of his affidavit, Salem purports to outline this transaction "step by step" in order to "prove the receiver's assertion that no funding was provided prior to December 31, 2015 is false and misleading".

71. Although the Receiver has been requesting supporting documents for the claims of Salem and Norris since August 2016, these emails were provided for the first time on July 14, 2017.

72. These documents do not evidence the existence of a revolving credit line. Rather, the documents and Salem's explanation suggest that:

    a. Salem advanced $155,000.00 to Compuquest on Monday, January 31, 2011 by way of a wire transfer;

    b. Compuquest provided a cheque to Salem on or about the same day, which cleared on February 9, 2011;

    c. Compuquest paid "interest" of $4,000.00 to Salem for this short-term "loan".

73. This evidence is very disturbing. Compuquest had a Revolving Line of Credit with CIBC. It does not make sense that Compuquest would be borrowing short term funds from third parties at extremely high rates of interest to purchase inventory unless Compuquest was in financial difficulties.

74. The Receiver is continuing to investigate similar types of unusual transactions with other third parties, such as Pinfold.

75. The fact that Compuquest was seeking this kind of funding does not appear to be consistent with Salem's suggestion that the business was doing well at the time.

76. This sample 2011 transaction provided by Salem does not explain the circular transactions that took place in Compuquest's account in 2016, where Salem was allegedly funding Norris's own supply of product.

77. In paragraph 112(f)(iv) of his affidavit, Salem alleges that the Trustee and the Receiver have refused to provide Compuquest's CIBC account statements. The Receiver is not aware of such a request.

78. In paragraph 112(g) of his affidavit, Salem tries to explain the discrepancy between the quantum and value of the product allegedly shipped by Norris on March 11, 2016 (USD $228,000 for 1,816 off-lease desktop computers v. USD $42,500.00 for 1,450 computers). The only explanation that Salem can provide is that Compuquest created the invoice in the amount of USD $42,500.00 "to reduce payment of duty".

79. This is a serious matter. This suggests that Compuquest was engaging in customs fraud. The Receiver will be investigating these issues further.

80. Salem takes the position that it is not his or Norris's issue that the Receiver has been unable to account for the whereabouts of the product supplied by Norris. The diversion of Compuquest's assets is also a

serious matter. Salem is uniquely in a position to assist the Receiver in determining the whereabouts of the product shipped by Norris, as a result of the ongoing relationship between Salem/Norris and Gary. Salem and Norris have failed to cooperate in this regard.

81. In paragraph 112(j) of his affidavit, Salem addresses the issues with Amex. Amex is a major unsecured creditor in both Gary's and Compuquest's bankruptcy. The Receiver has obtained emails indicating that Gary and Salem were running up the Amex card in order to pay Norris. A sample email is attached as **Appendix "4"**.

82. In paragraph 112(j)(v) of his affidavit, Salem alleges that he and Norris "have been painted with the same brush as Mr. Bodimeade and considered guilty by association." There remain many suspicious circumstances about the relationship between Gary and Salem, in addition to the fact that they have an ongoing relationship in the operation of CQ2K/Phase5.

CONCLUSION

83. With respect to the Ashburn Property, the Receiver acted in good faith in marketing and selling the Ashburn Property in accordance with its mandate. If the sale is not approved and is lost, there is a risk that the Receiver will be unable to re-sell the Ashburn Property for the same price. In addition, there will be ongoing carrying costs.

84. Both the CIBC mortgage and the property taxes are in default. Aimee's suggestion that she will be able to carry the Ashburn Property pending a further sale is inconsistent with the email sent by her lawyer to the lawyers for CIBC and the Receiver on April 26, 2017 asking for additional relief as a result of her difficulty in carrying the home.

85. In any event, it appears that Aimee will not consent to any sale unless she receives 50% of the sale proceeds or some other amount that she

demands. Aimee is not entitled to 50% of the sale proceeds. Even if the claims of Salem and Norris are dealt with, the Receiver is not prepared to recommend a distribution of funds to Aimee which does not fairly consider the fact that the Ashburn Property was built using funds diverted from Compuquest and the rights and interests of the secured and unsecured creditors of Compuquest and Gary.

86. With respect to the claims of Salem and Norris, the Receiver seeks an Order discharging the CPL and the Glustein Order and dismissing the Norris Application. Salem and Norris have not demonstrated that they are entitled to an equitable mortgage in priority to the interests of the Receiver and the Trustee.

All of which is respectfully submitted to the Court.

GRANT THORNTON LIMITED,
Court-Appointed Receiver of
1299746 Ontario Inc. o/a Compuquest2000
and 2252709 Ontario Inc.

Per:

J. Krieger, CPA, CA, CIRP, LIT
Senior Vice President

#2918186 | 4099972

Appendix “1”

From: Levangie, David W. [mailto:dlevangie@foglers.com]
Sent: Wednesday, July 12, 2017 7:50 PM
To: Catherine Francis <CFrancis@mindengross.com>
Subject: Assessment Letter

Catherine,

Please see attached assessment from Sterling Stables LLC which provides an opinion on the value of the horses and the equipment from someone in the industry who has familiarity with these particular horses. We note the assessed values are much higher than you had indicated. We trust that you and your client will review and take all appropriate steps to realize upon these assets.

fogler rubinoff

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Ashley Cook-Fletcher, Trainer/Instructor Sterling Stables LLC
Sterling Stables LLC
(905) 505-5195 ashleycookfletcher@gmail.com

July 11th, 2017

To Whom it May Concern,

I was asked to provide an assessment of value on the horses and horse related show/training equipment owned by Bodimeade's. Unfortunately I have been unable to see the horses or equipment in person recently as had been requested as I was not allowed to attend the property when asked. I have over the past several years attended the same shows as Bodimeade's and am quite familiar with their horses and set up. The following assessment is based on the understanding that this breed (American Saddlebred) is predominately in the US and as such the horses would need to be sold there in order to bring best value. There is one auction that happens in the spring and fall that specializes in Saddlebreds and as well has a tack/equipment auction. This is the Robertson Sale in Shelbyville, KY.

Horses:

CHASE WHAT MATTERS (Reg #125435) 4/26/2013 $30,000

-young horse that has been shown in harness and is a nice prospect

BY ROYAL DECREE (Reg #152435) 3/20/2015 $15,000

-2-year old green broke filly currently in Ill in training

SELL ME A RAINBOW (Reg #148938) 6/2/2010 $45,000

-nice young mare that is kid safe

KEEPIN IT REAL (Reg #122866) 4/6/2010 $15,000

-7-year old grey gelding, good potential as western horse

CATALYST ARTWORK (Reg#122296) 6/1/2009 $4000

-8-year old, only lightly shown

THE WATCHMAN (Reg #117226) 5/6/2005	$9500
-12-year old gelding, has been shown by a junior	
CHIHULY (Reg #117268) 5/16/2003	$12,500
-14-year old gelding that is equitated	
MAKING A MOVE (Reg #113679) 4/21/2003	$3500
-14-year old gelding, potential school horse	
LIKE A ROCKET (Reg #111351) 1/9/2001	$20,000
-aged gelding that is kid safe, good w/t horse	
HIGH GAIT REMARKABLE (Hackney Pony)	$7500
-pleasure driving pony suitable for a junior, currently in Quebec	

Equipment:

-show bridles	$200/bridle (unknown how many)
-fine harness buggy	$2000
-pleasure buggy	$1800
-jog cart	$900
-tail sets	$150-200 (average per set)
-tail switches (false tails)	$500-2500 per tail
-trunks/curtains (Radon)	$5000 for the set
-blankets (Radon)	$50-75 per blanket
-show harness	$2500 per harness
-hay steamer	$1500
-Equivibe Plate	$5000

-misc training tack & bits	$3500
-saddles	$1500-1800 per Shively saddle
	$2000 Freedman saddle

Placed at professional training facility to work these horses and have them sale ready would average between $800-1200 per horse per month, plus additional expenses for vet and farrier work. It is my understanding that the horses located at the barn in Ashburn have been working and even though they have not recently shown, it should not require a lot to have them show ring and sale ready. Seasoned show horses should be easily able to go back to the show ring in a shorter period of time than a young horse.

The above are all estimates to the best of my knowledge as a 4th generation horseperson within the Saddlebred Industry. Should you require any further assistance, please do not hesitate to contact me.

Sincerely,

shley Cook-Fletcher, Trainer/Instructor Sterling Stables LLC

Appendix “2”

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

From: Andrea Robertson [mailto:andrearobertson27@yahoo.ca]
Sent: Tuesday, January 31, 2017 10:09 AM
To: Catherine Francis <CFrancis@mindengross.com>
Subject: Bodimeade

Catherine,

Attached is a copy of a cheque that was paid to Aimee from Jensen Trailer Sales, on June 27, 2016. It was 50% of the proceeds of a vehicle that Aimee believed was owned by Aimee and Gary personally. Jensen mistakenly copied the cheque for the remaining 50% to Gary, which was made payable to Lorraine Stinson, on the back of the cheque to Aimee, so she returned the cheque to them and they gave her a new one. The attachment is a copy of both sides of the original cheque that they gave to Aimee. By June 27th, I expect that Brian Jensen would have been well aware of the bankruptcy.

Aimee doesn't have anything in writing that shows that her home insurance was paid through Gary's new company until the time she started paying it. She was told this by her insurance agent, who is a friend of Gary's.

Andrea.

Andrea Robertson
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Barristers and Solicitors
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019571

JENSEN TRAILER SALES & SERVICE INC.
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OSHAWA COMMERCIAL BANKING CENTRE
4 KING ST. W. & SIMCOE ST., P.O. BOX 247
OSHAWA, ONT. L1H 7L3

DATE 06 27 2016
MM DD YYYY

PAY Fourteen Thousand Six Hundred Sixteen Dollars & 08 Cents $14,616.08

TO THE
ORDER
OF

Bodimeade, Aimee
ON
Canada

JENSEN TRAILER SALES & SERVICE INC.

PER ____________

⑈019571⑈ ⑆31842⑉004⑆ 0395⑉5230825⑈

27-Jun-16 Vendor No. BODAIM **JENSEN TRAILER SALES & SERVICE INC.** ADVICE

019571

27-Jun-16	0000160694	Invoice	Bodimeade	14,616.08

Total: $14,616.08

Printer ID# 1021
ID d'imprimeur 1021

DATE 06 27 2016
MM DD YYYY

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

Fourteen Thousand Seven Hundred Ninety-One Dollars & 08 Cents $14,791.08

Stinson, Lorraine
ON
Canada

BACK/VERSO

27-Jun-16	Vendor No. STILOR	* ADVICE *	
27-Jun-16	0000160695 Invoice	Gbodimeade	14,791.08
		Total:	$14,791.08

Appendix “3”

9746 C

NORRIS TECHNOLOGIES, LLC

2659 Nova Dr.
Dallas, TX 75229

Sales Order

Date	S.O. No.
5/5/2016	14450

BILL TO
CQ2K COMPUTER SALES INC 88 Beachgrove cres, whitby Ontario

SHIP TO

P.O. No.	TERMS	Due Date	Rep	SHIP DATE	SHIP VIA	FOB
		5/5/2016	DS/MS	5/5/2016	Best Way	

ITEM	DESCRIPTION	QUAN	PRICE	TOTAL
8252	462- MISC PC / Sheet	462	83.66883	38,655.00T
	Out-of-state sale, exempt from sales tax		0.00%	0.00

Total $38,655.00

Appendix “4”

From: Gary Bodimeade [mailto:IMCEAEX-R@ca.gt.com]
Sent: Wednesday, February 17, 2016 11:36 AM
To: Dean Salem (dean@norris1.com) <dean@norris1.com>
Subject: Amex

I talked with Karen this am, she said if I was to make another payment my limit would be bumped to $750k-800 this time next week.

My suggestion if you're ok with it is for you to run a charge for the $280 from last week, I make another deposit for $250 or so and then next week we can run it for the $750k?

Any thoughts?

Gary Bodimeade
CQ2K
1935 Silicone Drive
Pickering, Ontario, Canada

Email: garyb@compuquest2000.com
Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

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

SEVENTH REPORT OF THE RECEIVER

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