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 AIMEE BODIMEADE
DATED JANUARY 6, 2017

I, AIMEE LYNN BODIMEADE of the Regional Municipality of DURHAM, Province of ONTARIO, MAKE OATH AND SAY:

1. I am the registered owner of the property municipally known as 7472 Ashburn Road, Whitby, Ontario ("the Ashburn Property"), and as such have an interest in the within motion brought by Canadian Imperial Bank of Commerce and returnable January 25, 2017.

2. Gary Bodimeade is my spouse ("Gary"). We were married on July 26, 1997 . Gary is not currently residing in the Ashburn Property, however neither of us has commenced matrimonial proceedings in court and we do not have any domestic contracts as defined by the Family Law Act. The bankruptcy and the financial problems leading up to the bankruptcy have been very difficult on our children and on our relationship, so it is difficult to say whether there is any prospect of reconciliation.

THE ASHBURN PROPERTY

3. I took title to the Ashburn Property on September 28, 2007. The purchase price was $638,000, which was paid from a first mortgage in favour of The Bank of Nova Scotia in the amount of $410,000, and a bridge loan from the Bank of Nova Scotia in the amount of $229,235. The Trust Ledger Statement from the purchase is attached hereto as Exhibit “A”.

4. The first mortgage in favour of the Bank of Nova Scotia was registered in the amount of $638,000.

5. The bridge loan was paid out from the sale of 72 McBeth Place in Brooklin, which sale took place on November 2, 2007. A copy of the Trust Ledger Statement is attached hereto as Exhibit “B”.

6. Upon the payout of the bridge loan, the Bank of Nova Scotia extended to me a line of credit in the amount of $250,000 which was secured under the first mortgage registration. The funds from this line of credit, along with the $57,802 from the proceeds of sale of 72 McBeth Place, were used for the payment of the renovation expenses.

7. Upon the sale of 72 McBeth Place, we moved into my parents’ home while we renovated the Ashburn Property. We lived in my parents’ home for two years while we renovated the Ashburn Property.

8. In June 2008, the Bank of Nova Scotia registered a new mortgage in the amount of $1,350,000 in order to pay for the continued renovations.

9. In April 2009, the bank extended an additional line of credit in the amount of $250,000. A copy of the Personal Credit Agreement dated April 17, 2009 is attached as Exhibit “C”. These funds were used for the continued renovation expenses.

10. In January, 2015, the first mortgage in favour of the Bank of Nova Scotia was paid through an advance from Canadian Imperial Bank of Commerce (“CIBC”), who registered a first mortgage in the amount of $1,000,000.

11. Contrary to the allegations of CIBC in this motion, the funds used to renovate the Ashburn Property came from the sale of 72 McBeth Place, and funds borrowed against the Ashburn Property, which I continue to repay. Attached hereto as Exhibit "D" are bank statements from CIBC account number 70-12098 held solely by me, showing a mortgage payment of $2,000 towards the Bank of Nova Scotia mortgage on November 3, 2014, and a mortgage payment of $1,933.73 towards the CIBC mortgage on February 2, 2017.

12. I continue to maintain the mortgage in good standing, even though I have had to borrow money from friends and family members and sell personal items in order to make the payments.

13. I am the sole registered owner of the Ashburn Property. I continue to make all mortgage payments to the Applicant herein, despite great difficulty in doing so. Even though I am a client of the Applicant bank, they have brought a motion which claims that they are entitled to the equity in my home yet I am still responsible for the mortgage debt to them.

PAYMENTS FROM COMPUQUEST TO THIRD PARTIES

14. The mortgage registered in favour of Craig Pinfold on September 3, 2009 was registered to secure a debt of Compuquest. To the best of my knowledge, Craig Pinfold is the principal of Pinfold and Associates, a computer company that conducted business with Compuquest2000. At the time the mortgage was registered, I was advised by Gary that Compuquest had a debt to Pinfold and Associates for which Craig Pinfold was demanding security. I agreed to register the mortgage on the Ashburn Property as security. To the best of my knowledge, no funds from Pinfold and Associates were used for improvements to the Ashburn Property.

15. To the best of my knowledge, the payments from Compuquest2000 to Craig Pinfold or Pinfold and Associates were made in the course of the business of Compuquest2000, which is why the Receiver has found payments of $885,500, rather than simply the $250,000 for which the mortgage was registered.

16. Likewise, I am not aware of any connection between Jay Clausner and the cost of improvements to the Ashburn Property. To the best of my knowledge, Jay Clausner owns a company in the computer industry which conducted business with Compuquest2000. To the best of my knowledge, any payments made to Jay Clausner or to Virtual Tech were made in the course of the business of Compuquest2000.

17. I have been advised by Alan Hogan, the accountant for Gary and for Compuquest2000, and verily believe, that any payments made directly from Compuquest2000 to third parties for personal expenses of mine or Gary's were considered in the financial statements and income tax returns of Gary and me. As such, dividends were included in my income in the amounts of $88,500 in 2014 and $68,750 in 2012.

18. I was not involved in the day to day operations of Compuquest2000. I did not have access to financial records and did not have signing authority on the company's accounts.

19. The payments made to Reed Ridge Farms were made in 2016 and therefore they do not yet appear in income tax returns of either me or Gary.

SALE OF THE ASHBURN PROPERTY

20. The Applicant CIBC alleges that the parties have agreed that the Ashburn Property must be sold, but this is untrue. I intended to sell the Ashburn Property as I am having great difficulty maintaining the carrying costs of the property. However, I am unable to sell the property because the Receiver has registered the bankruptcy order on title, and Dean Salem and Norris Technologies have registered a court order on title. When I attempted to sell the Ashburn Property, the Receiver demanded that the full proceeds of sale be held in trust. This would leave me, my children and my mother with nowhere to live.

21. I was willing to list the property with real estate agents Dan Plowman and Rachel Plowman, who are experienced real estate agents with expertise in high-end properties in Durham Region. There is no reason that I would not attempt to sell the property for the highest price possible.

22. I reside in the Ashburn Property with my three children and my elderly mother. We have five dogs and nine horses. Most of the horses are registered to the children. I have inquired about the sale of the horses, or simply giving them away, but I will be unable to get rid of all of them. If I am forced out of my home without alternate accommodation, I will likely have to give the dogs up to the animal shelter and several of the children's horses will have to be euthanized.

23. The sale of the property would be very difficult for my three children. The children are already struggling with the bankruptcy and the turmoil that has resulted from the bankruptcy. The children are struggling in school and are in danger of losing credits this semester. They are also experiencing psychological and physiological problems that doctors have only been able to attribute to the stress of the family situation. The sale of the home with nowhere else to go would cause irreparable harm to the children.

24. My mother has lived with me since shortly after my father left her and moved out of the province. My mother is elderly and does not have anywhere else to live.

25. I have been cooperative and forthcoming with the Receiver since the bankruptcy, even allowing them into my home. However I cannot agree with the Receiver that the Ashburn Property, which is in my name alone, should be sold while the Receiver and creditors attempt to determine whether Compuquest2000 had an interest in the property at the time of the bankruptcy. If a court eventually determines that Compuquest2000 did not have an interest in the property, my children will have lost their family home, and been forced to face the loss of, or quite possibly the death of, their dogs and horses.

26. If a court determines that Compuquest2000 had some interest in the property, and quantifies that interest, I will not have had the opportunity to pay out the interest and keep my family home, and my children will have lost their home and all their pets.

27. The Applicant states that "it is just and equitable that an equitable receiver be appointed, with the power to monetize the Ashburn Property for the benefit of those entitled to the proceeds thereof, including CIBC", but I don't see how it is just or equitable to appoint a receiver to sell my family home before a determination is made as to the entitlement of CIBC , if any at all, to the proceeds of the home.

Sworn before me at the Town of Uxbridge in the Regional Municipality of Durham, on January 6, 2017.	
Commissioner for Taking Affidavits	AIMEE LYNN BODIMEADE

EXHIBIT "A" of the

Affidavit of Aimee Bodimeade sworn

January 6, 2017.

G. ARTHUR MOAD B.A., LL. B.
Barrister & Solicitor

5762 Highway 7, Suite 206, Markham, Ontario, L3P 1A8
Telephone 905-294-6446 Facsimile 905-294-4436

October 30, 2007

Mrs. Aimee L. Bodimeade
7472 Ashburn Road
Brooklin, Ontario
L1M 1L4

Re: Your purchase from Chin-A-Loy
7472 Ashburn Road, Brooklin
My File No.: 4883-07

TRUST LEDGER STATEMENT

Received from 1st mortgagee - The Bank of Nova Scotia		$410,000.00
Received, Bank of Nova Scotia, re bridge loan		229,235.00
Received from you		1,490.45
Paid to vendor on closing	$629,833.62	
Paid to Ontario Land Transfer Tax	9,235.00	
Paid to register Transfer and Charge	120.00	
Paid legal fees and disbursements	1,536.83	
	$640,725.45	$640,725.45

THIS IS MY STATEMENT HEREIN

G. Arthur Moad

GAM:mp
E. & O. E.

EXHIBIT "B" of the

Affidavit of Aimee Bodimeade sworn

January 6, 2017.

G. ARTHUR MOAD B.A., LL. B.

Barrister & Solicitor

5762 Highway 7, Suite 206, Markham, Ontario, L3P 1A8
Telephone 905-294-6446 Facsimile 905-294-4436

November 2, 2007

Mr. and Mrs. Bodimeade
7472 Ashburn Road
Brooklin, Ontario
L1M 1L4

Re: Your sale to Bolger
72 McBeth Place, Brooklin
My File No.: 4959-07

TRUST LEDGER STATEMENT

Received from purchaser on closing		$533,851.53
Paid to discharge previous 1st mtg - The Bank of Nova Scotia	$225,030.79	
Paid to Real Estate Broker - Re/Max Spirit Inc.	18,779.00	
Paid legal fees and disbursements	1,139.50	
Paid, re bridge loan	231,100.16	
Paid to you following closing	57,802.08	
	$533,851.53	$533,851.53

THIS IS MY STATEMENT HEREIN

G. Arthur Moad

GAM:mp
E. & O. E.

EXHIBIT “C” of the

Affidavit of Aimee Bodimeade sworn

January 6, 2017.

Scotiabank

PERSONAL CREDIT AGREEMENT

Date ____________

Branch name and address: 95612 Uxbridge Branch

Borrower's full legal name and address: AIMEE L. BODIMEADE, 7472 ASHBURN RD, WHITBY, ONT. L1M 1L4

Co-Borrower's full legal name and address: GARY W. BODIMEADE, 7472 ASHBURN RD, WHITBY. ONT. L1M 1L4

Co-Borrower's full legal name:

Co-Borrower's full legal name:

Guarantor's full legal name:

LEGEND Security Agreement Codes
Using this legend, select and circle in the shaded areas below.
1 First Mortgage
2 Second Mortgage
A Assignment of Specific Accounts
C Chattel Mortgage/Hypothec
F Authority to Hold Funds on Deposit
G Personal Guarantee
H Hypothecation - Bonds, Mutual Funds
L Assignment of Life Insurance Cash Surrender Value (CSV)
U Unsecured
ScotiaLine® and ScotiaLine VISA*
Your minimum monthly payment is the greater of $50 or 2% of your balance 3% of your balance Interest only

Scotia Total Equity® Plan ☑ YES Limit $ 900,000 ☐ NO
Scotia Total Equity® Plan # ____________
Scotia Total Equity Plan Auto Limit Increase ☐ Yes ☐ No
Select one revolving credit account for Credit Limit Increase.

Mortgage Loans - Terms and Conditions

Loan Number	154601-0		
Security Agreement	1st Mortgage	1st Mortgage	1st Mortgage
Amount or Limit $	392,308.20		
Prime/Base Rate	2.50		
Adjustment Factor	- .65		
Annual or Initial Annual Rate	1.85%		
Monthly Payment/Option			
Monthly Tax Instalment			
First Payment Date			
Final Payment Date			
Term	☒ Open ☐ Closed	☐ Open ☐ Closed	☐ Open ☐ Closed
Cap Rate (VRM)	Scotia Flex Value		

Maximum Loan Amount (VRM without a Cap Rate only) $

ScotiaLine® Personal Line of Credit / *ScotiaLine* VISA* card - Terms and Conditions

Product Type	☒ ScotiaLine ☐ ScotiaLine VISA ☒ STEP Auto Limit Increase	☒ ScotiaLine ☐ ScotiaLine VISA ☐ STEP Auto Limit Increase	☐ ScotiaLine ☐ ScotiaLine VISA ☐ STEP Auto Limit Increase
Account Number	45538161 738344		
Security Agreement Code	1 / 2 H F A L U	1 2 H F A L U	1 2 H F A L U
Amount or Limit $	$400,000.—	$250,000.—	
Prime/Base Rate	PRIME	PRIME	
Adjustment Factor	—	+ 1%	
Annual or Initial Annual Rate	2.50%	3.50%	
Monthly Payment/ Option	2% 3% Int.	2% 3% Int.	2% 3% Int.

VISA card/ Overdraft Protection - Terms and Conditions

Product Type ☐ VISA Card ☐ STEP Auto Limit Increase	☐ VISA Card ☐ STEP Auto Limit Increase	Overdraft Protection
Account Number	Account Number	Account Number
Limit $	Limit $	Limit $
Security Agreement 1 H F G U	Security Agreement 1 H F G U	Security Agreement 1 U

Security Pledged *Full description of security is required. Provide legal description if real property.*

PART LOT 27 & 28 CONC 7
CITY OF WHITBY L1M 1L4

Scotia Total Equity Plan Credit Limit Increase Options / Approval Conditions
Where you have selected the *Scotia Total Equity®* Plan Automatic Credit Limit Increase option, you agree that the credit limit increase will be allocated to one selected revolving credit account as long as the revolving credit account has not reached the maximum credit limit. As credit becomes available within your *Scotia Total Equity* Plan limit, due to principal repayment under your mortgage and/or Scotia Plan® Loan components or any changes made to your *Scotia Total Equity* Plan, we will adjust the credit limit for your designated revolving credit product on a monthly basis, within 60 days of the principal repayment to reflect the available credit within your Scotia Total Equity Plan limit. The credit limit increase is applied at a minimum of $100 and in multiples of $100. You will be notified of the adjusted credit limit for your designated product on the account statements for the designated product. The credit limit increase is subject to ongoing evaluation of your credit history. Miss-a-Payment® mortgage option is not eligible if you have selected *Scotia Total Equity* Plan Automatic Credit Limit Increase. **Select one option / approval condition from below -**

☐ **New Retail Collateral Mortgage – Instant Funding Program:** You acknowledge that the *Scotia Total Equity* Plan Automatic Credit Limit Increase option requires that your collateral mortgage be title insured by FCT Insurance Company Ltd. and you acknowledge that you must pay a fee that will include an amount to process and obtain the title insurance coverage.

☐ **New Retail Collateral Mortgage – External Solicitor/Notary Facilitated Mortgage Transaction:** You acknowledge that the *Scotia Total Equity* Plan Automatic Credit Limit Increase option requires that your collateral mortgage be title insured by FCT Insurance Company Ltd. and you acknowledge that you must pay the premium for the title insurance directly to FCT Insurance Company Ltd.

☐ **Existing Retail Collateral Mortgage:** You acknowledge that the *Scotia Total Equity* Plan Automatic Credit Limit Increase option requires that your collateral mortgage be title insured by FCT Insurance Company Ltd. and you acknowledge that you must pay a fee in the amount of $ 75 to process and obtain the title insurance coverage, unless sufficient title insurance coverage for the collateral mortgage in an amount at least equal to your total credit limit is already in place with FCT Insurance Company Ltd.

ACKNOWLEDGEMENT By signing this document, you promise to pay or guarantee the loans specified above and in any addendum. You also agree to be bound by the terms and conditions on this document and in the companion booklet(s), which forms part of this agreement. You acknowledge receipt of a copy of the Cost of Borrowing Disclosure Statement for each mortgage loan, Personal Credit Agreement Companion Booklet(s), including the Scotiabank Group Privacy Agreement and the Telephone/Facsimile/E-Mail Banking Agreement. You agree that through this agreement you have granted a security interest and/or hypothec in the property described above as security for the loan(s) set out in this agreement. You also acknowledge that your mortgage advance, credit limit and/ or credit card(s) will not be provided until all of the conditions, as indicated in this document and credit approval, have been met.

M138

BRANCH OFFICER NAME AND SIGNATURE	BORROWER'S SIGNATURE	CO-BORROWER'S SIGNATURE	GUARANTOR SIGNATURE
	CO-BORROWER'S SIGNATURE	CO-BORROWER'S SIGNATURE	

For loans secured by real property, when our interest in your real property ends, where permitted, you agree to pay us fees for the preparation and execution of a discharge, plus a provincial registration fee where we register the discharge. Unless otherwise stated in your Cost of Borrowing Disclosure Statement, our current fee for the preparation and execution of a discharge (without registration) is $200 ($75 in BC); in Ontario, our current fee is $270 for the preparation, execution and registration of a discharge; in New Brunswick, our current fee is $265 for the preparation, execution and registration of a discharge. These fees are applicable to loans secured by a mobile/mini homes only where the land where the mobile/mini home is situated is mortgaged to us. **For loans secured by a mobile/mini home**, where the land is not mortgaged to us, when our interest in your property ends, where permitted, you agree to pay us fees for the preparation, execution and registration of all real property registry discharges and PPSA discharges associated with the mobile/mini home. Our current fee is $200. **For loans secured by personal property** (including mobile/mini homes), in Newfoundland and Labrador, you agree to pay us the government PPSA discharge registration fee, which is currently $10, in addition to our other discharge fees that may be applicable to real property or mobile/mini homes.

SEND PART 4 TO SERVICE BUREAU

EXHIBIT "D" of the

Affidavit of Aimee Bodimeade sworn

January 6, 2017.

CIBC Account Statement

MRS AIMEE BODIMEADE

For Nov 1 to Nov 30, 2014

Account number
70-12098

Branch transit number
08642

The names shown are based on our current records, as of December 7, 2015. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

Account summary

Opening balance on Nov 1, 2014		[redacted]
Withdrawals	-	[redacted]
Deposits	+	[redacted]
Closing balance on Nov 30, 2014	=	[redacted]

Contact information

1 800 465 CIBC (2422)
Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired
1 800 465 7401

Outside Canada and the U.S.
1 902 420 CIBC (2422)

www.cibc.com

Transaction details

Date	Description	Withdrawals ($)	Deposits ($)	Balance ($)
Nov 1	Opening balance			[redacted]
Nov 3	PREAUTHORIZED DEBIT BNS MTGE DEPARTMENT	2,000.00		[redacted]
Nov 4	RETAIL PURCHASE 000001059132 SHOPPERS DRUG M	93.73		[redacted]
	CHEQUE 021 28211780	1,417.50		[redacted]
	CHEQUE 016 27061693	1,725.00		[redacted]
Nov 7	RETAIL PURCHASE 431110891681 BROOKLIN VET HO	178.00		[redacted]
Nov 10	RETAIL PURCHASE 000001751016 GREENHAWK	235.01		[redacted]
	[redacted]		[redacted]	[redacted]
	[redacted]		[redacted]	[redacted]
	RETAIL PURCHASE 000001066078 SHOPPERS DRUG M	43.45		[redacted]

(continued on next page)

CIBC Account Statement

MRS AIMEE BODIMEADE

For Feb 1 to Feb 28, 2015

Account number
70-12098

Branch transit number
08642

The names shown are based on our current records, as of December 7, 2015. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

Account summary

Opening balance on Feb 1, 2015		[redacted]
Withdrawals	-	[redacted]
Deposits	+	[redacted]
Closing balance on Feb 28, 2015	=	[redacted]

Contact information

1 800 465 CIBC (2422)
Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired
1 800 465 7401

Outside Canada and the U.S.
1 902 420 CIBC (2422)

www.cibc.com

Transaction details

Date	Description	Withdrawals ($)	Deposits ($)	Balance ($)
Feb 1	Opening balance			[redacted]
Feb 2	RETAIL PURCHASE 000001141075 METRO #125	353.38		[redacted]
	RETAIL PURCHASE 503114657100 BROOKLIN VET HO	111.00		[redacted]
	INTL VISA DEB RETAIL PURCHASE AIR CANADA 503201550635 00000000060.00 USD @ 1.312000	78.72		[redacted]
	MORTGAGE PAYMENT MTG003230607.1 CMI	1,933.73		[redacted]
Feb 4	RETAIL PURCHASE 000001060021 UXBRIDGE PHYSIO	60.00		[redacted]
Feb 5	RETAIL PURCHASE 000001134004 MICHAEL KELLYS	50.80		[redacted]
Feb 6	CHEQUE 077 35492010	30.00		[redacted]
Feb 9	RETAIL PURCHASE 000001061001 UXBRIDGE PHYSIO	60.00		[redacted]

(continued on next page)

CANADIAN IMPERIAL BANK OF COMMERCE -and-
Applicant

1299746 ONTARIO INC. o/a COMPUQUEST2000 et al.
Respondents

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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

PROCEEDING COMMENCED AT **Toronto**

AFFIDAVIT OF AIMEE BODIMEADE

SWORN JANUARY 6, 2017

Robertson, Munro
Barristers and Solicitors
212-304 Toronto Street South
Uxbridge, ON L9P 1R1

Tel: 905-862-2777
Fax: 905-862-2391

Andrea L. Robertson
LSUC #39770A
Solicitor for Aimee Bodimeade