

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

**MOTION RECORD
(Returnable December 6, 2021)**

November 26, 2021

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

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Tab 1

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SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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Applicant

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R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

**NOTICE OF MOTION
(Returnable December 6, 2021)**

GRANT THORNTON LIMITED (“GTL”), in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”) of all the assets, undertakings and properties of Trigger Wholesale, Inc., The En Cadre Group Inc. (the “**Debtors**”), and certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak (“**J. Gdak**”) will make a motion to a judge presiding over the Commercial List on Monday, December 6, 2021 at 9:30 a.m. or as soon after that time as the motion can be heard. Please refer to the videoconference details attached at Schedule “A” hereto in order to attend the motion and advise if you intend to join the motion by emailing Adriana Gasparini at agasparini@blg.com.

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

THIS MOTION IS FOR:

1. Orders substantially in the form attached at Tab 3, Tab 4 and Tab 5 of the Motion Record:
 - (a) abridging the time for service of the Notice of Motion and the Motion Record and validating service so that the motion is properly returnable on December 6, 2021 and dispensing with the requirement for any further service thereof;
 - (b) approving the sixth report of the Receiver dated November 26, 2021 (the “**Sixth Report**”) and the appendices thereto and the activities of the Receiver described therein;
 - (c) approving the Receiver’s interim statement of receipts and disbursements as at October 31, 2021;
 - (d) approving the fees and disbursements of the Receiver for the period August 1, 2021 to October 31, 2021, as set out in the affidavit of Jacob Wiebe, sworn November 26, 2021 (the “**Wiebe Affidavit**”);
 - (e) approving the fees and disbursements of Borden Ladner Gervais LLP (“**BLG**”), legal counsel to the Receiver for the period August 1, 2021 to October 31, 2021, as set out in the affidavit of Christine Mason, sworn November 19, 2021 (the “**Mason Affidavit**”);
 - (f) approving a distribution to Clearflow Commercial Finance Corp. (“**Clearflow**”) in the amount of \$2,400,000, from the proceeds of the Trigger Real Property (as defined in the Sixth Report);
 - (g) approving a distribution to Waterloo North Condominium Corporation No. 9 in the amount of \$4,058.52, solely from the proceeds arising from the sale of the property located at 265 Old Post Rd, Waterloo, Ontario, in full and final settlement of all claims that Waterloo North Condominium Corporation No. 9 may have against any of the Respondents, or in the within receivership proceedings;
 - (h) declaring that all of the proceeds realized from the Personal Property Assets (as

defined in the Second Report), shall be applied to satisfy the amounts that have been paid, or will be paid, to GTL and BLG, on account of the fees and disbursements of GTL and BLG, as secured by the Receiver's Charge, established in the Appointment Order of Mr. Justice McEwen dated October 22, 2020 (the "**Appointment Order**"); and

- (i) approving the settlement of certain claims advanced by J.B. Construction Inc. under the *Construction Act*, R.S.O. 1990, c. C.30, in respect of the supply of services and/or materials to the properties located at 157 Saugeen Beach Road, Port Elgin, Ontario (the "**Saugeen Property**") and 652 Colby Drive, Waterloo, Ontario (the "**Colby Property**").
2. Such other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

Background

- (a) Clearflow is the lender to and the senior secured creditor of the Debtors, holding security in the assets, undertakings and properties of the Debtors;
- (b) Clearflow demanded payment from the Debtors and delivered a Notice of Intention to Enforce Security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C.1985, c. B-3 ("**BIA**");
- (c) pursuant to the IR Appointment Order of Madam Justice Gilmore dated October 13, 2020 (the "**IR Appointment Order**"), GTL was appointed as the IR over the assets, undertakings and properties of the Debtors, pursuant to subsection 47(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (d) pursuant to the Appointment Order, GTL was appointed as the Receiver over the assets, undertakings and properties of the Debtors, as well as certain real property

owned by each of Jaimak or J. Gdak, pursuant to subsection 243(1) of the BIA, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

Distribution to Clearflow

- (e) the Receiver obtained an Order from Mr. Justice Cavanagh dated June 14, 2021, authorizing a distribution in the amount of \$1,000,000 to Clearflow, from the realizations derived from the inventory and accounts receivable of Trigger Wholesale, Inc. (“**Trigger**”);
- (f) the Receiver obtained an Order from Madam Justice Conway dated August 20, 2021, authorizing a distribution in the amount of \$5,300,000 to Clearflow, from the realizations derived from the sale of the Trigger Real Property;
- (g) the Receiver seeks a further Order of the Court authorizing a distribution to Clearflow in the amount of \$2,400,000 from the proceeds derived from the sale of the Trigger Real Property;

Approval of Activities

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

Other

- (j) rules 1.04, 2.03, 3.02, 34 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (k) such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing

of the motion:

- (a) the Receiver's Sixth Report to the Court dated November 26, 2021;
- (b) the affidavit of Jacob Wiebe, sworn November 26, 2021;
- (c) the affidavit of Christine Mason, sworn November 19, 2021; and
- (d) such further and other material as counsel may advise and this Court may permit.

November 26, 2021

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SCHEDULE “A”

Conference Details to join Motion via Zoom

Join Zoom Meeting

<https://zoom.us/j/95806965632?pwd=cmJjR28xTzh6U3NNcVRUQTdRN0lmdz09>

Meeting ID: 958 0696 5632

Passcode: d9QLnU

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ONTARIO
SUPERIOR COURT OF JUSTICE
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PROCEEDINGS COMMENCED AT TORONTO

NOTICE OF MOTION

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Tab 2

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SIXTH REPORT OF THE RECEIVER

November 26, 2021



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

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INTRODUCTION

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

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

copy of the April 15, 2021 Endorsement of Justice Dietrich is attached hereto as **Appendix “12”**.

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

16. On June 14, 2021, the Court issued an approval and vesting order in respect of the 652 Colby Drive Transaction and an order authorizing the Receiver to distribute the proceeds of realization from the Inventory and Accounts Receivable, as defined in the Second Report, (the “**Colby Drive Approval and Vesting Order and Initial Distribution Order**”). Copies of the Colby Drive Approval and Vesting Order and Initial Distribution Order, along with the Endorsement of Justice Cavanagh, are attached hereto as **Appendix “18”**.
17. The Receiver issued its fifth report to Court dated August 12, 2021 (the “**Fifth Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 265 Old Post Road, Waterloo, Ontario (the “**Old Post Road Transaction**”) and authorizing the Receiver to make an interim distribution to Clearflow. A copy of the Fifth Report is attached hereto as **Appendix “19”** without appendices.
18. On August 20, 2021, the Court issued an approval and vesting order in respect of the Old Post Road Transaction and an order authorizing the Receiver to make an interim distribution to Clearflow from the proceeds of realization from the Trigger Real Property, as defined in the Second Report, (the “**Old Post Road Approval and Vesting Order and August 20, 2021 Distribution Order**”). Copies of the Old Post Road Approval and Vesting Order and the August 20, 2021 Distribution Order, along with the Endorsement of Justice Conway, are attached hereto as **Appendix “20”**.
19. In accordance with the Court’s e-service protocol, all materials filed with the Court in this matter are available on the Receiver’s case website at www.GrantThornton.ca/TWI.

DISCLAIMER

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

International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.

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

PURPOSE OF THE SIXTH REPORT

23. The purpose of this Sixth Report is to advise the Court on the Receiver’s activities since the date of the Fifth Report and to provide information to the Court pertaining to the Receiver’s request for Orders:
 - a) approving the Sixth Report and the activities of the Receiver described therein;
 - b) approving a distribution to Waterloo North Condominium Corporation No. 9 in the amount of \$4,058 from the proceeds arising from the Old Post Road Transaction (as defined in the Fifth Report);
 - c) approving the settlement of certain claims advanced by J.B. Construction Inc. (“**JBC**”) under the *Construction Act*, R.S.O. 1990, c. C.30, in respect of the supply of services and/or materials to the properties located at 157 Saugeen Beach Road, Port Elgin, Ontario (the “**Saugeen Beach Road Property**”) and 652 Colby Drive, Waterloo, Ontario (the “**Colby Drive Property**”);
 - d) authorizing the Receiver to apply the proceeds from the sale of the Personal Property Assets (as defined in the Second Report) against the fees and expenses of the Receiver and its counsel;
 - e) approving a distribution to Clearflow in the amount of \$2,400,000 from the proceeds of the Trigger Real Property, as defined in the Second Report;
 - f) approving the Receiver’s Interim Statement of Receipts and Disbursements as at October 31, 2021 (the “**SRD**”);

- g) approving the fees and disbursements of the Receiver for the period August 1, 2021 to October 31, 2021, as set out in the affidavit of Jacob Wiebe, sworn November 26, 2021; and
- h) approving the fees and disbursements of Borden Ladner Gervais LLP (“**BLG**”), legal counsel to the Receiver for the period August 1, 2021 to October 31, 2021, as set out in the affidavit of Christine Mason, sworn November 19, 2021.

BACKGROUND

- 24. The Debtors are incorporated in Ontario and were in the business of importing and distributing firearms and ammunition to customers throughout Canada. The Debtors’ customers allegedly included Canadian Tire and Home Hardware, as well as many small gun shops, outdoor stores, police forces and the Canadian military. The registered address for the Debtors is 588 Colby Drive, Suite #1, Waterloo, Ontario (the “**Colby Drive Premises**”). The directors of Trigger are Mr. Gdak, Ms. Gdak and Brian Richard Kelly (“**Brian Kelly**”). Brian Kelly also acted as the Debtors’ legal counsel. Brian Kelly resigned as director of the Trigger shortly after the Interim Receiver was appointed.
- 25. Clearflow provided accounts receivable (“**AR**”) factoring services to Trigger. As described in the Interim Receiver’s Report, the First Report and the Second Report, Trigger did not conduct any business with the customers on the AR listings provided to Clearflow for factoring and all the invoices factored by Clearflow were false. While Trigger represented to Clearflow that its AR totalled \$64,074,258 as at October 13, 2020, the actual AR was \$944,073 and none of the real customer invoices were factored by Clearflow.
- 26. In the Second Report, the Receiver described how the Personal Property Assets and the Real Property Assets, all as defined in the Second Report, were all purchased with Trigger funds, which were obtained from Clearflow. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Trigger Real Property are property of Trigger.

CANADA REVENUE AGENCY

27. The Receiver has previously reported that Trigger falsified its revenues and expenses, such that false financial statements, income tax returns and HST filings, were prepared and filed with CRA.
28. CRA conducted a trust examination on Trigger's HST reporting. CRA examined all HST filings made by Trigger from July 2017 to December 2019, during which time, Trigger reported the following:
- a) Sales - \$200,982,935
 - b) HST Collectible on Sale - \$16,873,251
 - c) Input Tax Credits - \$14,834,815
 - d) Total HST owing to CRA - \$2,038,422
29. CRA requested that the Receiver provide supporting documentation for all Input Tax Credits ("ITCs") claimed by Trigger. The Receiver reviewed Trigger's books and records and was only able to obtain supporting documentation for all HST paid to Canada Border Services Agency ("CBSA") for the importing of firearms and ammunition. The HST paid to CBSA totalled \$477,633. CRA therefore disallowed ITCs totalling \$14,357,194, thereby increasing Trigger's indebtedness to CRA by this amount.
30. In CRA's letter to the Receiver dated August 26, 2021 (the "**August 26 Letter from CRA**") advising of the trust examination results, CRA advised as follows:
- "Potential Overstatement of Sales and GST/HST Collectible**
Based on the audit findings from the documentation obtained from the CBSA it was determined sales and GST/HST collectible figures as reported on lines 101 and 105 of the GST/HST returns for the audit period may have been overstated."
- A copy of the August 26 Letter from CRA is attached hereto as **Appendix "21"**.
31. The Receiver has reviewed Trigger's books and records and has been able to identify which sales were real and which sales were falsified. In general, false sales were recorded to large retailers such as Canadian Tire and Home Hardware, which the Receiver has verified were not customers of Trigger and the invoices for false sales did not include firearm serial numbers, whereas real sales included serial numbers.

32. The Receiver has been unable to determine which purchases recorded by Trigger were real or false. However, since all firearms and ammunition were imported, the CBSA records likely correctly reflect the inventory purchased by Trigger, which would represent the vast majority of Trigger's purchasers. The Receiver has therefore accepted CRA's assessment and the taxes paid to CBSA are the only allowable ITCs.
33. Based on this review, the Receiver has determined that sales, HST charged to customers, ITCs and total taxes owing should have been reported as follows:

	SALES	GST/HST ON SALES	ITCs	NET TAX
As Reported	200,982,935.00	16,873,251.00	14,834,815.00	2,038,422.00
Actual Amounts	9,710,752.37	770,581.93	467,770.51	466,886.43
Overstatement	191,272,182.63	16,102,669.07	14,367,044.49	1,571,535.57

34. On November 17, 2018, the Receiver replied to the August 26 Letter from CRA (the "**November 17 Letter to CRA**"), requesting that CRA accept amended HST returns filed by the Receiver that report Trigger's actual sales, GST/HST on sales and ITCs based on CBSA records. A copy of November 17 Letter to CRA is attached hereto as **Appendix "22"**.
35. It is reasonable that adjusted GST/HST returns be filed and accepted by CRA to reflect Trigger's actual business activity. It is unreasonable for CRA to disallow false ITCs claimed and not accept the Receiver's amended returns removing false sale and GST/HST thereon.
36. During the assessed period, CRA applied payments totalling \$ \$2,509,888.48 to Trigger's GST/HST liability. If the amended returns are accepted, the Receiver will be seeking a refund of \$2,043,002 from CRA for overpayment of GST/HST liability, calculated as follows:

GST/HST Paid	\$	2,509,888
Actual GST/HT Liability	\$	466,886
Refund	\$	2,043,002

SALE OF 265 OLD POST ROAD

37. Subsequent to the Court issuing the Old Post Road Approval and Vesting Order, the Receiver made arrangements to complete the sale of 265 Old Post Road (the

“Old Post Road Property”). The Old Post Road Transaction closed on September 2, 2021.

38. In the Fifth Report, the Receiver disclosed that the Waterloo North Condominium Corporation No. 9 had registered a lien in the amount of \$3,467 (the **“Old Post Road Condominium Lien”**). The Receiver proposed to pay this lien with proceeds from the sale of Old Post Road. The Old Post Road Approval and Vesting Order authorized the Receiver to pay the Old Post Road Condominium Lien from the proceeds from the sale of Old Post Road.
39. Subsequent to closing the Old Post Road Transaction, the Receiver paid the Old Post Road Condominium Lien. Thereafter, counsel for Waterloo North Condominium Corporation No. 9 advised that they had not included their costs related to the Old Post Road Condominium Lien in the amount claimed and requested that the Receiver also pay their costs in the amount of \$4,058 (the **“Old Post Road Condominium Lien Costs”**).
40. The Receiver’s counsel has advised that the Old Post Road Condominium Lien Costs are also lienable and should have been included in the Old Post Road Condominium Lien. The Receiver therefore proposes to pay the Old Post Road Condominium Lien Costs from the proceeds of the sale of Old Post Road, in full and final settlement of the Old Post Road Condominium Lien.

REAL PROPERTY LIENS

41. In the Fifth Report, the Receiver details that there are a number of liens that are filed against the Trigger Real Property, as defined in the Second Report. The liens are summarized as follows:

Property	Claimant	Type of Lien	Amount
157 Saugeen Beach Road	Ace Lawn Care Inc. (“Ace”)	Construction	\$425,383
157 Saugeen Beach Road	J.B. Construction Inc. (“JBC”)	Construction	\$51,701
652 Colby Drive	Ace	Construction	\$9,388
652 Colby Drive	JBC	Construction	\$90,171
265 Old Post Road	Ace	Construction	\$50,544
		TOTAL	\$627,187

42. In accordance with the Fifth Report, the Receiver has retained \$783,983, being the total amount of the liens, plus 25% (\$156,796), which the Receiver understands is the amount typically required under the *Construction Act* to vacate a lien.

JBC Lien

43. The Receiver reviewed the supporting documentation provided by JBC in support of its liens totalling \$141,872 and offered to settle all JBC liens for \$74,271. After further discussions, the Receiver and JBC entered into Minutes of Settlement with respect to JBC's liens on the Saugeen Beach Road Property and Colby Drive Property, wherein the Receiver has agreed to pay \$80,000 in full and final settlement of both JBC liens (the "**JBC Settlement Agreement**"). JBC has also signed Consents to Orders discharging both liens and dismissing their lien actions (the "**JBC Consents**"). The JBC Settlement Agreement is subject to Court approval. Copies of the JBC Settlement Agreement and the JBC Consents, together with the draft Orders, are attached hereto as **Appendix "23"**.

Ace Lien

44. The Receiver also reviewed the supporting documentation provided by Ace in support of its liens and has advanced an offer to settle all of the Ace liens. Despite numerous efforts by counsel for the Receiver to advance those discussions, counsel for Ace has not provided any substantive response to the Receiver's settlement offer.
45. The Receiver proposes to hold the amount of \$606,644 from any distribution calculated, being the total amount of the Ace liens in the amount of \$485,315, plus 25% (\$121,329), which the Receiver understands is the amount typically required under the *Construction Act* to vacate a lien.

SALE OF PERSONAL PROPERTY ASSETS

46. The March 31, 2021 Order for Directions declared that the Personal Property Assets (as defined in the Second Report) are property of Trigger. The Personal Property Assets include the following assets, all as defined in the Second Report:

- a) The Scarab;
 - b) The Sea Ray;
 - c) The ATVs;
 - d) The Sea Doos;
 - e) The Trailer;
 - f) The Range Rover;
 - g) Rolex Watch Diamond Dial Watch;
 - h) Breitling Watch;
 - i) Omega Watch;
 - j) Ladies 18 Karat Paladium Diamond Necklace; and
 - k) Rolex Datejust Diamond Dial Watch.
47. As described in the Fifth Report, collection and monetization efforts of the Personal Property Assets have been ongoing. The Receiver has now completed the sale of all of the Personal Property Assets and is now holding total sale proceeds of \$919,317, plus HST, where applicable (the “**Personal Property Assets Proceeds**”).

SECURITY OPINIONS

48. In the Fifth Report, the Receiver listed all the parties with security registrations under the PPSA. The creditor with a first ranking general security agreement is Clearflow.
49. The Receiver’s independent legal counsel, BLG, conducted a review of the Clearflow Security, to advise whether it was properly perfected and enforceable, as against a trustee in bankruptcy.

Inventory and Accounts Receivable

50. As noted in the Fourth Report, the Receiver’s counsel issued a security opinion in respect of Clearflow’s security interest over Trigger’s personal property, other than the Personal Property Assets, (as defined in the Second Report), such personal property consisting of inventory and accounts receivable, which security opinion was dated May 21, 2021 (the “**Inventory and AR Security Opinion**”). The Inventory and AR Security Opinion states that, subject to customary caveats and qualifications, Clearflow’s security interest over such personal property is valid and enforceable.

51. As a result of the Inventory and AR Security Opinion, the Court granted the Colby Drive Approval and Vesting Order and Initial Distribution Order, which provided for, *inter alia*, a distribution to Clearflow in the amount of \$1,000,000.

Real Property Assets

52. On June 30, 2021, the Receiver's counsel issued a security opinion in respect of Clearflow's security interest over the Trigger Real Property, as defined in the Second Report, (the "**Real Property Opinion**"). The Real Property Opinion states that, subject to customary caveats and qualifications, Clearflow has a security interest and an equitable mortgage in respect of the Trigger Real Property that is valid and enforceable. A copy of the Real Property Opinion is attached hereto as **Appendix "24"**.
53. In the Fifth Report, the Receiver requested that the Court issue an Order authorizing a distribution in the amount of \$5,300,000 to Clearflow, from the proceeds of the sale of the Trigger Real Property, based on the Real Property Opinion. The Court issued the August 20, 2021 Distribution Order, authorizing the requested distribution to Clearflow.

Personal Property Assets

54. On June 18, 2021, the Receiver's counsel issued a security opinion in respect of Clearflow's security interest over the Personal Property Assets, as defined in the Second Report, (the "**Personal Property Assets Opinion**"). BLG has opined that while Clearflow holds a valid a perfected security interest in Trigger's personal property, the Personal Property Assets must be classified as "consumer goods", as defined in the *Personal Property Security Act (Ontario)* ("**PPSA**") ("**Consumer Goods**"). While Clearflow's general security agreement provides Clearflow with a security interest in the Personal Property Assets, Clearflow does not have a perfected security interest in the Personal Property Assets, since Clearflow's PPSA registration does not identify Consumer Goods, as part of Clearflow's collateral. A copy of the Personal Property Assets Opinion is attached hereto as **Appendix "25"**.

APPROVAL OF PROFESSIONAL FEES

55. The Receiver and its counsel have maintained detailed records of their professional fees.
56. Pursuant to paragraph 27 of the Receivership Order, the Receiver and its counsel shall be paid their reasonable fees and disbursements and a charge (the “**Receiver’s Charge**”) was granted on the Property (as defined in the Receivership Order), as security for such fees and disbursements.
57. The total fees and disbursements of the Receiver from August 1, 2021 to October 31, 2021 amount to \$82,392.93 inclusive of disbursements and HST and are more particularly described in the affidavit of Jacob Wiebe sworn November 26, 2021, a copy of which is attached hereto as **Appendix “26”**.
58. The total fees and disbursements of the Receiver’s counsel, BLG, from August 1, 2021 to October 31, 2021 amount to \$91,190.65 inclusive of disbursements and HST and are more particularly described in the affidavit of Christine Mason sworn November 19, 2021, a copy of which is attached hereto as **Appendix “27”**.
59. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

PROPOSED DISTRIBUTION

Proceeds from sale of Trigger Real Property

60. The Receiver proposes to pay the Old Post Road Condominium Lien Costs in the amount of \$4,058 from the proceeds of the sale of Old Post Road.
61. The Receiver also proposes to retain \$606,644 on account of the Ace liens.
62. The Receiver also proposes to retain the amount of \$500,000 pending completion of the Receivership.
63. Paragraph 9 of the Interim Receivership Order states that Mark Gdak, Jaimee Gdak and Jaimak Real Properties Inc. shall not transfer, alienate, deplete or encumber any of their real or personal property with a value over \$5,000 in any one transaction and \$20,000 in the aggregate of all such transactions, except for the purpose of providing retainers to legal counsel.

64. The Receiver understands that Lerner's LLP ("**Lerner's**"), counsel for Mark Gdak, and the Debtors, has been able to access certain insurance coverage to pay their legal fees and disbursements throughout the receivership proceedings. However, the Receiver has been advised by Lerner's that the insurer does not pay an amount equivalent to the standard rates of Lerner's. Accordingly, Lerner's has advised the Receiver that they may seek an Order directing the Receiver to pay to Lerner's the difference between the hourly rates paid by the insurer and the Lerner's standard hourly rates, which Lerner's advises is in the range of between \$130,000 to \$200,000. As of the date of this Sixth Report, Lerner's has not brought a motion seeking this relief from the Court.
65. The Receiver has completed its realization of all of Trigger's assets, save and except, as noted below. The only matters that remain are:
- a) to resolve the claims of Ace in respect of its liens;
 - b) correspond with CRA in respect of the amended GST/HST returns filed by the Receiver;
 - c) the potential sale of Lions Court, pending the outcome of Jaimee Lynn Gdak's appeal of Clearflow's judgment; and
 - d) Other matters ancillary to the receivership proceedings.
66. The Receiver believes that the proposed retention of \$500,000 is sufficient to address the ongoing costs of these proceedings, having regard to paragraph 65 of this Sixth Report, and to pay the amounts claimed by Lerner's, should Lerner's bring their motion and if the Court grants the relief sought by Lerner's.

Personal Property Assets Proceeds

67. In paragraphs 29 to 84 of the Second Report the Receiver, the Receiver sets out the details of how Mark and Jaimee Lynn Gdak paid for the purchase of each of the Personal Property Assets, with funds taken directly from the Trigger bank accounts and that immediately prior to each purchase, Trigger received funding from Clearflow from the factoring of fake accounts receivable invoices. Based on this evidence, the Court issued the March 31 Order for Directions, which declared that the Personal Property Assets are the property of Trigger.

68. The Receiver's independent legal counsel, BLG, conducted a review of the Clearflow Security to confirm whether Clearflow held security that was valid and enforceable, as against a trustee in bankruptcy, with respect to the Personal Property Assets and the proceeds derived therefrom.
69. BLG has opined that while Clearflow holds a valid a perfected security interest in Trigger's personal property, the Personal Property Assets constitute "consumer goods", as defined in the PPSA, ("**Consumer Goods**") and that while Clearflow's general security agreement provides Clearflow with a security interest in the Personal Property Assets, Clearflow does not have a perfected security interest in the Personal Property Assets, since Clearflow's PPSA registration against Trigger does not specifically identify Consumer Goods, as part of Clearflow's collateral.
70. Clearflow had no reason to believe that the funds provided to Trigger under its lending agreement would be used to purchase Consumer Goods, since this funding was intended to be used to support Trigger's business operations. Clearflow did not have confirmation that its funding was used to purchase Consumer Goods, until the Receiver identified this in the Second Report.
71. Trigger became bankrupt on November 27, 2020, after which time Clearflow was unable to amend its Financing Statement under the PPSA to include Consumer Goods, on account of Section 20(1)(b) of the PPSA.
72. It is clear that Clearflow funds were used to purchase the Personal Property Assets. The Receiver's Charge granted by the Receivership Order attaches to the Personal Property Assets. The Receiver therefore proposes to apply the Personal Property Assets Proceeds towards payment of the past and future fees and disbursements of the Receiver and its counsel, BLG, which amounts are secured by the Receiver's Charge. This would permit the proceeds from the sale of other Trigger assets to be distributed to Clearflow, in accordance with Clearflow's perfected security interest in Trigger's personal property (other than the Personal Property Assets) and in the Trigger Real Property. The Receiver believes that this will result in a fair and equitable outcome given that Clearflow's funds were specifically used to purchase the Personal Property Assets, without Clearflow's knowledge or consent, and in violation of Trigger's lending arrangements with Clearflow. A copy of an Enquiry Response Certificate, with a file currency of November 2, 2020, in respect of a PPSA search against Trigger, is attached hereto as **Appendix "28"**.

73. In the event that the Personal Property Assets Proceeds are not applied towards payment of the fees and disbursements of the Receiver and its counsel, then the funds would typically be paid to Trigger's trustee in bankruptcy.
74. Trigger's original bankruptcy statement of affairs lists 18 unsecured creditors with debt totalling \$45,432,808, including Clearflow's claim in the amount of \$45,214,409.
75. Mark Gdak has advised that the claims of unsecured creditors, excluding Clearflow are overstated and has provided a listing of 10 unsecured creditors, who are collectively owed \$218,373 as follows:

4 Office Automation Ltd.	\$	20
Waste Management of Canada Corporation		495
The Co-Operators		564
The Co-Operators		579
United Rentals		3,250
Graham Scott Enns LLP		3,284
The Co-Operators		4,839
Canpar, A TransForce Company		5,028
The Canadian Gun Vault Incorporated		35,200
TC Industrial Supply		55,125
Capri Insurance		110,009

76. The bankruptcy trustee has received proofs of claim totalling \$11,260,835, which are as follows:

DeLage Landen	\$	63,681
Guardian Security		47,464
TC Industrial Supply		38,759
CRA - Corporate Taxes		11,048,880
CRA - Source Deductions		62,050

77. Should there be funds available for a distribution in the bankruptcy, the Trustee will need to assess each of the claims filed.

- a) The DeLage Landen claim was in respect of a photocopier, which was returned to DeLage Landen by the Receiver. This claim will therefore be significantly reduced to account for the value obtained for the copier by DeLage Landen.
- b) The Gardian Security claim is for services provided to Jaimak. The Trustee will therefore disallow this claim.
- c) The TC Industrial Supply claim is for equipment provided to Jaimak, although the invoices are addressed to Trigger. The Trustee will disallow this claim.

- d) The CRA claim for corporate taxes was assessed on financial statements and tax returns filed by Trigger that were based on falsified accounting records for its fiscal 2017, 2018 and 2019 years. In order to properly assess this claim the Trustee will need to undertake a significant accounting exercise to prepare corrected financial statements and tax returns. Trigger was extremely unprofitable. Therefore, the result of restated financial statements will show net losses for each year and no income taxes owing. The Receiver has requested assistance from the external accounting firm engaged by Trigger to prepare these restated financial statements and tax returns, however, the external accountant has advised that they are not interested in assisting with this exercise.
 - e) We anticipate that CRA will file an unsecured claim for HST owing in the amount of the disallowed ITCs of approximately \$14,000,000. The Trustee will disallow this claim on the basis that the refiled GST/HST returns not only offset CRA's claim, but result in a refund owing from CRA.
78. Should the Personal Property Assets Proceeds be paid to the Trustee for a distribution to unsecured creditors, the Trustee will incur significant costs in assessing the claims of unsecured creditors, which when completed, will result in Clearflow being the only significant remaining unsecured creditor. Further, a distribution in the bankruptcy, will attract the Superintendent's Levy, which is a tax upon the distributions made in an estate. Since Clearflow funds were used to inappropriately purchase the Personal Property Assets, the Receiver believes that it is equitable for Clearflow to benefit from the funds recovered through the sale of these assets. Applying the Personal Property Assets Proceeds to the fees and expenses of the Receiver, which are secured by the Receiver's Charge, will accomplish this equitable result.

RECEIPTS AND DISBURESEMENTS OF THE RECEIVERSHIP

79. The SRD, including the proposed distributions, is attached hereto as **Appendix "29"**.

SUMMARY AND RECOMMENDATION

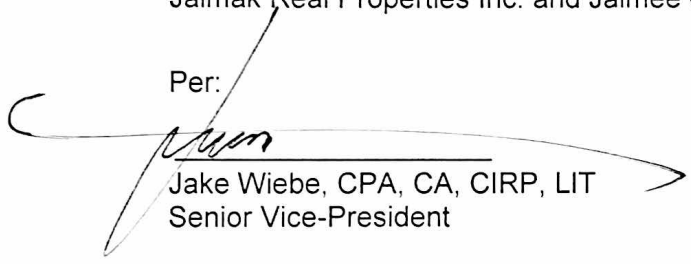
80. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the relief sought, as detailed in paragraph 23 of this report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

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

Per:



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

Appendix 1

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

THE HONOURABLE

JUSTICE GILMORE

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TUESDAY, THE 13th DAY OF
OCTOBER, 2020



CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

**ORDER
(Appointment of Interim Receiver)**

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

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

SERVICE

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

APPOINTMENT

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

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

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent

security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (f) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (g) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (h) to register a copy of this Order and any other Orders in respect of the Property against title to any real property that forms part of the Property;
- (i) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and

on behalf of and, if thought desirable by the Receiver, in the name of the Debtors; and

- (j) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, including, but not limited to, the following members of the management team of Trigger: Mark Gdak, Jaimee Gdak, Philip Searles, Mike Nero and Brian Kelly, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request.

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

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

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

PRESERVATION OF EVIDENCE

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

RESTRICTION OF TRANSFERS, ALIENATION OR ENCUMBRANCE OF ASSETS

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

INTERIM RECEIVER TO HOLD FUNDS

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

disbursements provided for herein, shall be held by the Interim Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

19. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Interim Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

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

INTERIM RECEIVER'S ACCOUNTS

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

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

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

SERVICE AND NOTICE

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

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

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

GENERAL

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

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

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

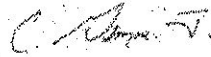
30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts,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

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

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

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

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



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

OCT 16 2020

PER / PAR:



CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and-

TRIGGER WHOLESale, INC. et al.
Respondents

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

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(Appointing Interim Receiver)**

TORKIN MANES LLP

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

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

Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

Counsel: See my endorsement below.

Endorsement of Gilmore, J.

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

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

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

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

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

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

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

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

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

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

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

C. Gilmore, J.

October 13, 2020

Appendix 2

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

AFFIDAVIT OF MARTIN NICHOLAS REES

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

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

INTRODUCTION

The Parties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nature of this Proceeding and Allegations of Fraudulent Activity

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

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

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

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

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

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

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

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

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

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

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

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

BACKGROUND

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

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

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

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

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

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

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

GROWTH IN TRIGGER'S BUSINESS

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

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

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

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

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ANOMALIES DISCOVERED IN FIELD AUDIT

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

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

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

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

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

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

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

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

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

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

DISCOVERY OF THE FAKE INVOICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Transfer

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

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

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

The Fake Agreement of Purchase and Sale

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

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

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

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

MEETING WITH GDAK

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

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

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FULL DISCLOSURE OF ALL RELEVANT FACTS

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

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

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

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

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

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

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

UNDERTAKING AS TO DAMAGES

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

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

Commissioner for Taking Affidavits
(or as may be)

Jeffrey J. Simpson

MARTIN NICHOLAS REES

RCP-E 4D (July 1, 2007)

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF MARTIN NICHOLAS REES

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Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

RCP-E 4C (May 1, 2016)

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

AFFIDAVIT OF ALEXANDRA (SANDY) KANICHIS

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

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

2. I have read the draft Affidavit of Martin Rees to be filed in support of this Application and to the extent I have personal knowledge of the facts set out therein, I agree with his evidence.

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

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

DETAILS OF THE CREDIT FACILITIES

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

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

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

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

THE MPSA

5. Pursuant to the terms of the MPSA and the standard terms which form part thereof, Trigger is required to provide Clearflow with a monthly list of all outstanding invoices issued by it to its customers. Clearflow then has the option to purchase all or a portion of these accounts receivable based on a payment to Trigger of 85% of the amounts shown as due and outstanding.
6. Clearflow then collects those receivables in the ordinary course as they are paid by Trigger’s customers, which are typically retail stores ranging from small, “mom and pop” shops to, as indicated above, national chains such as Canadian Tire and Home Hardware. These customers remit payment to Trigger on 30-60 day payment terms from the invoice date in respect of products ordered and delivered. Unless and until Clearflow receives payment in respect of its financed purchase orders, any funds advanced to Trigger are considered loans outstanding from Clearflow to Trigger.
7. As of October 6, 2020, Clearflow had purchased accounts from Trigger with a total value of \$43,025,279.75, based on total accounts receivable allegedly due to Trigger by all of its customers collectively of \$64,074,258.69.
8. At the request of Gdak, Clearflow has not followed its usual procedure for collection of accounts receivable, provided for in the MPSA, Gdak’s stated reason for this request is that the

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

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

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

RAPID EXPANSION OF TRIGGER'S BUSINESS

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

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

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

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

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

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

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

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

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

FORGED CHEQUES

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

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

-7-

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

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

INVOLVEMENT OF JAIMEE GDAK IN TRIGGER’S BUSINESS

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

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

265 Old Post Road, Waterloo ON

250 Lion’s Court, Warterloo, ON

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652 Colby Dr., Waterloo ON

47 Baker Rd., Port Elgin ON

157 Saugeen Beach Road, Port Elgin, ON

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

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

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

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

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

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

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

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

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

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

Commissioner for Taking Affidavits
(or as may be)

Jeffrey J. Simpson

ALEXANDRA (SANDY) KANICHIS

RCP-E 4D (July 1, 2007)

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF ALEXANDRA (SANDY) KANICHIS

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Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

RCP-E 4C (May 1, 2016)

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

AFFIDAVIT OF GLENN PETERSEN

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

1. I am a director and one of the four partners of the Applicant in this proceeding, and as such, have knowledge of the following matters, either through my direct knowledge or by informing myself in respect thereof, in which case I indicate the source of my information and belief.
2. I have reviewed the draft Affidavits of Martin Rees and Sandy Kanichis, both of which were prepared in support of this Application. To the extent I have personal knowledge of the contents of those Affidavits, I confirm and agree with the evidence contained therein (other than

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

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

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

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

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

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

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

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

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

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

-4-

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



Commissioner for Taking Affidavits
(or as may be)

Jeffrey S. Simpson



GLENN PETERSEN

RCP-E 4D (July 1, 2007)

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

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

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

**ONTARIO
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PROCEEDING COMMENCED AT
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AFFIDAVIT OF GLENN PETERSEN

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Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

RCP-E 4C (May 1, 2016)

Appendix 3

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

FIRST REPORT OF THE INTERIM RECEIVER

OCTOBER 21, 2020



Grant Thornton

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

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INTRODUCTION

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

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

DISCLAIMER

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

PURPOSE OF FIRST REPORT

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

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

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

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

TAKING POSSESSION

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

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

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

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

15. Pursuant to Section 91 of the Criminal Code:

Unauthorized possession of firearm

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

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

Exceptions

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

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

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

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

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

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

ASSETS

Accounts Receivable

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

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

Inventory

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

IR'S PRELIMINARY FINDINGS TO SUPPORT CLEARFLOW'S CONCERNS

Discussion with Mr. Gdak

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

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

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

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

CFO Audit Letter

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

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

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

Customer Email Accounts

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

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

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

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

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

Cheques Located Onsite

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

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

Accounting Entries

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

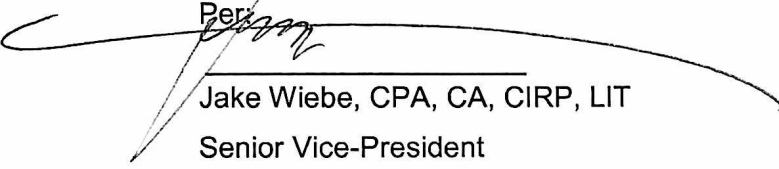
SUMMARY AND RECOMMENDATION

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

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

All of which is respectfully submitted.

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

Per: 

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

CLEARFLOW COMMERCIAL
FINANCE CORP.

and

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

Applicant

Respondents

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

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

BORDEN LADNER GERVAIS LLP

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

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Lawyers for Grant Thornton Limited

Appendix 4

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

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



THE HONOURABLE
JUSTICE MCEWEN

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

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

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

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

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

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

SERVICE

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

APPOINTMENT

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

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

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

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in

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

- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1 million in total; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including the Property set out at Schedule "A" to this Order;
- (o) to register a copy of this Order against title to any of the Property set out at Schedule "A" to this Order and the Land Registry Office of Waterloo (No. 58) and the Land Registry Office of Bruce (No. 3) are hereby directed to effect the registration of this Order against title to the Property set out at Schedule "A" to this at the request of the Receiver;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

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

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

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

POWER TO EXAMINE THIRD PARTIES AND OBTAIN INFORMATION

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

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

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

CONTINUATION OF MAREVA INJUNCTION

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

14. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, including, without limitation, any such information etc. relating to the affairs of the Respondent Jamie Gdak, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 12 or in paragraph 13 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

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

RECEIVER'S ACCOUNTS

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

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

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

FUNDING OF THE RECEIVERSHIP

30. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$300,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and

is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

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

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

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

GENERAL

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

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

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

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

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



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

NOV 12 2020

PER / PAR: 

SCHEDULE "A"

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

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Grant Thornton Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties of Trigger Wholesale, Inc., The En Cadre Group, Inc. acquired for, or used in relation, including all proceeds thereof, and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 20__ (the "**Order**") made in an action having Court file number CV-20-00649154-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

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

Per: _____

Name:

Title:

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

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

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

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

PROCEEDING COMMENCED AT
TORONTO

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

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

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

Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

RCP-E 4C (May 1, 2016)

Appendix 5

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

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

FIRST REPORT OF THE RECEIVER

NOVEMBER 20, 2020



Grant Thornton

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

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Appendix 2	Affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson each sworn October 9, 2020 (without appendices)
Appendix 3	First Report of the Interim Receiver dated October 21, 2020 (without appendices)
Appendix 4	Receivership Order dated October 22, 2020
Appendix 5	Agreement of Purchase and Sale dated October 9, 2020 (redacted)
Appendix 6	Affidavit of Jacob Wiebe, sworn November 20, 2020
Appendix 7	Affidavit of Christine Mason, sworn November 20, 2020
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Confidential Appendix 3	Amendment to the Sale Agreement dated October 30, 2020
Confidential Appendix 4	Amendment to the Sale Agreement dated November 6, 2020

INTRODUCTION

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

DISCLAIMER

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

PURPOSE OF FIRST REPORT

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

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

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

Sale of 43 Baker Road, Port Elgin, Ontario

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

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

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

Confidentiality

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

APPROVAL OF PROFESSIONAL FEES

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

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

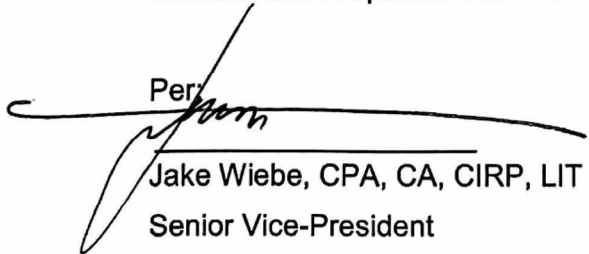
SUMMARY AND RECOMMENDATION

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

All of which is respectfully submitted.

GRANT THORNTON LIMITED

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

Per: 

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

CLEARFLOW COMMERCIAL
FINANCE CORP.

and

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

Applicant

Respondents

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

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

BORDEN LADNER GERVAIS LLP

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

Roger Jaipargas

Tel: (416) 367-6266
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(LSO No. 80262P)

Lawyers for Grant Thornton Limited

Appendix 6

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

THE HONOURABLE

MADAM JUSTICE DIETRICH

)
)
)

TUESDAY, THE 1ST

DAY OF DECEMBER, 2020



BETWEEN:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

APPROVAL AND VESTING ORDER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Erin J.

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

DEC 02 2020

PER / PAR:

W

Schedule A – Form of Receiver's Certificate

Court File No. _____

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

RECEIVER'S CERTIFICATE

RECITALS

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

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

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

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

THE RECEIVER CERTIFIES the following:

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

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

Per: _____

Name:

Title:

Schedule B – Purchased Property

1. Real Property

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

2. Chattels

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

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

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

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

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

(unaffected by the Vesting Order)

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

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and-

TRIGGER WHOLESale, INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER
(Returnable December 1, 2020)

BORDEN LADNER GERVAIS LLP

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

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

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

Endorsement

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

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

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

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

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

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

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

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



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

Appendix 7

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

SECOND REPORT OF THE RECEIVER

February 12, 2021



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

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Appendix 3	First Report of the Interim Receiver dated October 21, 2020 (without appendices)
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INTRODUCTION

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

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

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

DISCLAIMER

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

PURPOSE OF THE SECOND REPORT

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

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

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

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

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

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

BACKGROUND

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

Fictitious Accounts Receivable

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

Chief Firearms Office

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

Trigger Operations Summary

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

ACTIVIES OF THE RECEIVER

The BMO Overdraft

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

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

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

THE PERSONAL PROPERTY ASSETS

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

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

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

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

The Sea Ray

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

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

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

Sale of the Sea Ray

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

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

The Scarab

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

The ATVs

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

The Sea Doos

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

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

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

The Trailer

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

The Range Rover

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

The Jewelry

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

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

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

Personal Property Assets Conclusion

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

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

THE REAL PROPERTY ASSETS

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

Baker Road

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

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

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

Lions Court

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

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

Sale of Lions Court

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

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

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

Colby Drive

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

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

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

Sale of Colby Drive

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

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

Old Post Road

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

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

Sale of Old Post Road

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

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

Saugeen Beach Road

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

Sale of Saugeen Beach Road

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

Real Property Conclusion

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

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

OTHER TRANSFERS

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

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

158. The Receiver continues to investigate these payments.

THE TRIGGER INVENTORY

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

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

The Inventory Sales Process

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

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

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

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

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

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

ACCOUNTS RECEIVABLE COLLECTIONS

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

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

ACTIVITIES OF THE RECEIVER

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

APPROVAL OF PROFESSIONAL FEES

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

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

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

RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP

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

CONFIDENTIAL APPENDICES

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

SUMMARY AND RECOMMENDATION

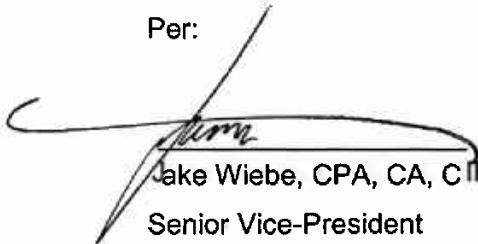
202. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the Orders sought, in respect of the relief set out in paragraph 11 of this Second Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

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

Per:



Jake Wiebe, CPA, CA, CTRP, LIT

Senior Vice-President

CLEARFLOW
COMMERCIAL FINANCE
CORP.

and

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

Applicant

Respondents

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

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

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LLP**

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Lawyers for Grant Thornton
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Appendix 8

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

SUPPLEMENTAL REPORT TO THE
SECOND REPORT OF THE RECEIVER

March 16, 2021



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

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Confidential Appendix 1	Amending Agreement for the Inventory Sale

INTRODUCTION

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

DISCLAIMER

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

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

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

PURPOSE OF THIS SUPPLEMENTAL REPORT

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

SALE OF INVENTORY

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

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

CONFIDENTIAL APPENDICES

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

SUMMARY AND RECOMMENDATION

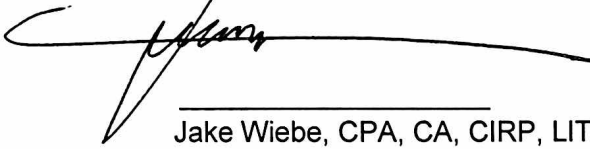
18. Based on the foregoing, the Receiver requests that the Court issue the Approval and Vesting Order in respect of the Inventory Transaction, in the form filed with the Court.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

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

Per:



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

CLEARFLOW
COMMERCIAL FINANCE
CORP.

and

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

Applicant

Respondents

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

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

**BORDEN LADNER GERVAIS
LLP**

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(LSO No. 36915R)

Lawyers for Grant Thornton
Limited

Appendix 9

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

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant



-and-

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

Respondents

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

**APPROVAL AND VESTING ORDER
(Inventory)**

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

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

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

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

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

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

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

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

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

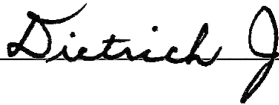
6. **THIS COURT ORDERS** that, notwithstanding:

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

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

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

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

_____

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20–00649154–00CL

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

RECEIVER’S CERTIFICATE

RECITALS

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

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

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

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

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

THE RECEIVER CERTIFIES the following:

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

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

Per: _____
Name:
Title:

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

(see attached)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other	Nikko Stirling	Diamond	NSM1WH	Accessories & Scopes	Nikko Stirling, Made in China, Diamond Steel 1", Mount, Part: NSM1WH, 1", Weaver Steel Mount, High, Matte Black	90	
Parts & Other	Nikko Stirling	Diamond	NSM1WL	Accessories & Scopes	Nikko Stirling, Made in China, Diamond Steel 1", Mount, Part: NSM1WL, 1", Weaver Steel Mount, Low Elevation, Matte Black	54	
Parts & Other	Nikko Stirling	Diamond	NSM1WM	Accessories & Scopes	Nikko Stirling, Made in China, Diamond Steel 1", Mount, Part: NSM1WM, 1", Weaver Steel Mount, Medium, Matte Black	36	
Parts & Other	Nikko Stirling	Scope Base	NMREM101	Accessories & Scopes	Nikko Stirling, Scope Base, Made in China, Part: NMREM101, 2-Piece Base for HOWA/Rem 700, Case of 144-Pieces.	157	
Parts & Other	Nikko Stirling	MountMaster	NSMM1WH	Accessories & Scopes	Nikko Stirling, Made in China, MountMaster AO, Mount, Part: NSMM1WH, Case of 100-Pieces, Match 1" Weaver Style, High.	61	
Parts & Other	Nikko Stirling	MountMaster	NSMM1WM	Accessories & Scopes	Nikko Stirling, Made in China, MountMaster AO, Mount, Part: NSMM1WM, Case of 100-Pieces, Match 1" Weaver Style, Medium.	214	
Parts & Other	Nikko Stirling	MountMaster	NSMM30WH	Accessories & Scopes	Nikko Stirling, Scope Mounts, MountMaster AO, Made in China, 30mm 3/8 Weaver Style, High, Part: NSMM30WH	38	
Parts & Other	Nikko Stirling	MountMaster	NSMM30WL	Accessories & Scopes	Nikko Stirling, Scope Mounts, MountMaster AO, Made in China, 30mm 3/8 Weaver Style, Low, Part: NSMM30WL.	35	
Parts & Other	Nikko Stirling	MountMaster	NSMM30WM	Accessories & Scopes	Nikko Stirling, Scope Mounts, MountMaster AO, Made in China, 30mm 3/8 Weaver Style, Medium, NSMM30WM.	149	
Parts & Other	Nikko Stirling	Scope Base	NM15500	Accessories & Scopes	Nikko Stirling, Scope Base, Made in China, 1-Piece Picatinny Base Suite SHORT Action HOWA Blued Finish, Part: NM15500.	181	
Parts & Other	Nikko Stirling	Scope Base	NM15502	Accessories & Scopes	Nikko Stirling, Scope Base, Made in China, 1-Piece Picatinny Base Suite LONG Action HOWA Blued Finish, Part: NM15502.	100	
Parts & Other	Nikko Stirling	Scope Base	NM15503	Accessories & Scopes	Nikko Stirling, Scope Base, Made in China, 1-Piece Picatinny Base Suite LONG Action HOWA Blued Finish, Part: NM15503.	92	
Parts & Other			OPTICS		Nikko Stirling, Optics, Made in Japan & China.	1	
Parts & Other	Nikko Stirling	Diamond	NSFFP3441644 HMD	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, Model: NSFFP3441644HMD, 34MM TUBE...Made in China, First Focal Plane 4-16x44 HMD.	22	
Parts & Other	Nikko Stirling	Diamond	NSFFP3441644 PRR	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, ..Model: NSFFP3441644PRR, 34MM TUBE...Made in China, First Focal Plane 4-16x44 PRR.	17	
Parts & Other	Nikko Stirling	Diamond	NSFFP3462450 HMD	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, Model: NSFFP3462450HMD, 34MM TUBE...Made in China, First Focal Plane 6-24x50 HMD.	14	
Parts & Other	Nikko Stirling	Diamond	NSFFP3462450 PRR	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, ..Model: NSFFP3462450PRR, 34MM TUBE...Made in China, Case of 20-Pieces, First Focal Plane 6-24x50 PRR.	21	
Parts & Other	Nikko Stirling	Diamond	NSFFP41644H MD	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, Model: NSFFP41644HMD, Made in China, First Focal Plane 4-16x44 HMD.	38	
Parts & Other	Nikko Stirling	Diamond	NSFFP62450H MD	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, Model: NSFFP62450HMD, Made in China, First Focal Plane 6-24x50 HMD.	22	
Parts & Other	Nikko Stirling	Diamond	NDSI104056LR HF	Accessories & Scopes	Nikko Stirling, Optic, Diamond Long Range, Model: NDSI104056LRHF, Made in China, 10-40x56 Saddle Switch Illuminated HF Reticle.	17	
Parts & Other	Nikko Stirling	Diamond	NDSI41650LRH F	Accessories & Scopes	Nikko Stirling, Optic, Diamond Long Range, Model: NDSI41650LRHF, Made in China, 4-16x50 Saddle Switch Illumintaed HF Reticle.	7	
Parts & Other	Nikko Stirling	Target Master	NSTT3062456M D	Accessories & Scopes	NIKKO STIRLING, OPTIC. TARGETMASTER. Made in China. Model NSTT3062456MD. 6-24x56, Saddle Focus, Illuminated, Half MD, Sunshade Included	16	
Parts & Other			NDHOLOT4	Realtree Max1, 52Cal	Nikko Stirling, Optic, Diamond Speed Sights, ..Model: NDHOLOT4, Made in Japan, ProT 4; New Illumination, Waterproof, 1 MOA Click adjustments	12	

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

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

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

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

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

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

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

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

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

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale, INC. et al.

Applicant

Respondents

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

PROCEEDING COMMENCED AT
TORONTO

**APPROVAL AND VESTING ORDER
(Inventory)**

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

Endorsement:

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

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

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

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

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

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

The Approval and Vesting Orders are unopposed.

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

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

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

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



Dietrich J.
Superior Court of Justice (Toronto)

Appendix 10

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

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant



-and-

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

Respondents

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Schedule A – Form of Receiver’s Certificate

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

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

RECEIVER’S CERTIFICATE

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

RECITALS

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

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

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

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

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

THE RECEIVER CERTIFIES the following:

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

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

Per: _____
Name:
Title:

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

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

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

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

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

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

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

PROCEEDING COMMENCED AT
TORONTO

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

BORDEN LADNER GERVAIS LLP

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

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
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Douglas O. Smith – LSO No. 36915R

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

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

Endorsement:

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

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

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

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

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

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

The Approval and Vesting Orders are unopposed.

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

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

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

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



Dietrich J.
Superior Court of Justice (Toronto)

Appendix 11

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

THE HONOURABLE MADAM	)	WEDNESDAY, THE 31ST
	)	
JUSTICE DIETRICH	)	DAY OF MARCH, 2021

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant



-and-

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

Respondents

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

**ORDER
(Directions)**

THIS MOTION, made by Grant Thornton Limited (“**GTL**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) of the assets, property and undertaking of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (collectively, the “**Debtors**”) and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, for an order, *inter alia*, providing advice and directions in connection with the marketing and sale of all of the real property set out in Schedule “A” (collectively, the “**Real Property**”) to the Order of

Mr. Justice McEwen dated October 22, 2020 (the “**Receivership Order**”), was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the second report of the Receiver dated February 12, 2021 (the “**Second Report**”), the supplemental report to the Second Report dated March 16, 2021 (the “**Supplemental Report**”), the affidavit of Jacob Wiebe sworn February 12, 2021 (the “**Wiebe Affidavit**”), the affidavit of Christine Mason sworn February 4, 2021 (the “**Mason Affidavit**”) and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp, counsel for the Respondents and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served, as appears from the affidavit of Mariela Adriana Gasparini sworn February 12, 2021.

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the Second Report.
3. **THIS COURT ORDERS** that the Second Report and the Supplemental Report of the Receiver and the activities of the Receiver, as described in the Second Report and the Supplemental Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
4. **THIS COURT ORDERS** that the Receiver’s statement of receipts and disbursements as at February 11, 2021 be and is hereby approved.
5. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to carry out the marketing and sale of the Real Property, as set out in the Second Report, with the exception of the real property described in Schedule “A” of the Receivership Order as 250 Lions Ct, Waterloo, ON N2L 6M8, registered in the name of Jaimee Gdak (“Lions Court”).

6. **THIS COURT ORDERS AND DECLARES** that the Receiver is authorized and directed to market and sell the Real Property, with the exception of Lions Court, free and clear of any prior agreements, if any, to purchase any of the Real Property, with the exception of Lions Court, as well as any prior license agreements or rental agreements, if any, and any such prior agreements, license agreements or rental agreements shall be nullified and of no further force and effect upon closing of any transaction in respect of the Real Property, with the exception of Lions Court.

7. **THIS COURT ORDERS AND DECLARES** that the Trigger Real Property is owned by Trigger free and clear of any interests or claims of the other Respondents. The Respondents, as applicable, are hereby directed to forthwith execute and deliver such documentation as is necessary or desirable to evidence the fact that Trigger is the sole and legal beneficial owner of the Trigger Real Property.

8. **THIS COURT ORDERS AND DECLARES** that the Respondents, as applicable, hold the Trigger Real Property as constructive trustee for the benefit of the creditors of Trigger.

9. **THIS COURT ORDERS AND DECLARES** that the Personal Property Assets are owned by Trigger free and clear of any interests or claims of the other Respondents. The Respondents, as applicable, are hereby directed to forthwith execute and deliver such documentation as is necessary or desirable to evidence the fact that Trigger is the sole and legal beneficial owner of the Personal Property Assets.

10. **THIS COURT ORDERS** that the Respondents who may be in possession of the Personal Property Assets deliver up the Personal Property Assets forthwith to the Receiver. In the event that the Personal Property Assets have been disposed of, the Respondents are hereby directed to pay to the Receiver the difference between the value of the consideration received by Trigger and the value of the consideration given by Trigger in the use of the Trigger funds to purchase the Personal Property Assets.

11. **THIS COURT ORDERS AND DECLARES** that the Respondents, as applicable, hold the Personal Property Assets as constructive trustee for the benefit of the creditors of Trigger.

12. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to sell the Trigger Real Property and the Personal Property Assets in accordance with the provisions of the Receivership Order.

13. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period from November 1, 2020 to January 31, 2021, as described in the Second Report and as set out in the Wiebe Affidavit, be and are hereby approved.

14. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's legal counsel, Borden Ladner Gervais LLP ("**BLG**"), for the period from November 1, 2020 to January 31, 2021, as described in the Second Report and as set out in the Mason Affidavit, be and are hereby approved.

15. **THIS COURT ORDERS** that Confidential Appendices "1", "2", "3", "4", "5", "6" and "7" to the Second Report be and is hereby sealed until further Order of this Court.

16. **THIS COURT ORDERS** that Confidential Appendix "1" to the Supplemental Report be and is hereby sealed until further Order of this Court.

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

Dietrich J

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale, INC. et al.

Applicant

Respondents

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(Directions)**

BORDEN LADNER GERVAIS LLP

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Toronto, Ontario M5H 4E3
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Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Further to my endorsement below dated March 18, 2021, this endorsement will address the Receiver's motion for directions and the respondent Jaimee Gdak's motion to remove any reference in the Receivership Order, including Schedule "A" thereto, to the real property municipally known as 250 Lions Court, in the City of Waterloo, Ontario ("Lions Court"). Both motions were heard on March 17, 2021.

The Receiver's motion for directions

The Receiver seeks an Order approving its Second Report and the Supplemental Report, and its activities described in the Reports. It also seeks approval of its Receipts and Disbursements as well as its fees and the fees of its counsel. I have reviewed the Reports and find that this relief should be granted. The Receipts and Disbursements appear to be appropriate and the fees appear to be fair and reasonable. This relief sought is unopposed.

The Receiver also seeks an Order: permitting the marketing and sale of the Trigger Real Property (as defined in the Second Report), which includes all real property, which, according to the Receiver's Report, was purchased using Trigger Wholesale, Inc. ("Trigger") funds; making a declaration that the use of Trigger funds to purchase Trigger Real Property was a transfer at undervalue within the meaning of the *Bankruptcy and Insolvency Act* (the *BIA*) and void as against the Receiver; and making a declaration that the respondents, as applicable, hold the Trigger Real Property as constructive trustee for the benefit of Trigger's creditors, among other relief related to the Trigger Real Property.

There was no opposition to this relief sought. Based on the evidentiary record before the court, I am not satisfied that there is sufficient evidence to determine whether the use of the Trigger funds to purchase the Trigger Real Property was a transfer at undervalue within the meaning of s. 96 of the *BIA*. If such a declaration is required, the determination would need to be made at a trial of this issue. The other relief should be granted.

The Receiver also seeks: an order that the Personal Property Assets (as defined in the Second Report) are owned by Trigger free of any claims of the other respondents, and that the respondents in possession of such Personal Property Assets deliver them forthwith to the Receiver; a declaration that the use of Trigger funds to purchase the Personal Property Assets is a transfer at undervalue within the meaning of the *BIA* and is void as against the Receiver, and if the Personal Property Assets have been disposed of, the respondents are directed to pay to the Receiver the difference between the value of the consideration received by Trigger and the value of the consideration given by Trigger in the use of the Trigger funds to purchase the Personal Property Assets; a declaration that the respondents, as applicable, hold the Personal Property Assets as constructive trustee for the benefit of Trigger's creditors; and an order permitting the Receiver to sell the Personal Property Assets in accordance with the Receivership Order, among other relief related to the Personal Property Assets.

There was no opposition to this relief sought. Based on the evidentiary record before the court, I am not satisfied that there is sufficient evidence to determine whether the use of the Trigger funds to purchase the Personal Property Assets was a transfer at undervalue within the meaning of s. 96 of the *BIA*. If such a declaration is required, the determination would need to be made at a trial of this issue. The other relief should be granted; however, it is acknowledged and agreed between the Receiver and Jaimee Gdak that she shall be given 60 days from the date of this endorsement to deliver to the Receiver the Range Rover, registered in her name, which forms part of the Personal Property Assets.

Lastly, the Receiver seeks an order permitting it to market and sell the Real Property (as defined in the Second Report) free and clear of any prior agreements to purchase the Real Property as well as any license agreements or rental agreements, which, if any, shall be nullified on the closing of the transaction in respect of the Real Property. The Real Property includes Lions Court. The relief sought should be granted except in respect of Lions Court.

Lions Court

Lions Court is the matrimonial home of the respondents Mark Gdak and Jaimee Gdak. The Receiver is not seeking an order that Lions Court is owned by Trigger. According to the record, it was purchased by, and registered in the names of, the respondents Mark Gdak and Jaimee Gdak, as joint tenants, in 2005. However, on July 2, 2019 Mark Gdak transferred his interest in Lions Court to Jaimee Gdak for natural love and affection. There is evidence to suggest that this transfer could be set aside as a fraudulent conveyance under the *Fraudulent Conveyances Act*.

None of the parties asserts that Lions Court was purchased with Trigger funds. However, the Receiver asserts that some or all of \$136,320 of Trigger funds was used to discharge a mortgage on Lions Court that secured a loan made to Mark Gdak and Jaimee Gdak by Pedro Cuesta to finance the business of Trigger.

The Bank of Montreal has a mortgage on Lions Court and there is a construction lien registered on the title as well. The Receiver is investigating the lien. According to the Receiver's Report, there is likely to be equity in Lions Court. Initially, the Receiver agreed not to market Lions Court for sale until the earlier of March 17, 2021 and a breakdown in the negotiations between Mark and Jaimee Gdak and the Receiver. Those negotiations have ceased and the Receiver now seeks an order permitting it to market and list Lions Court. Pursuant to the Receivership Order, the Receiver, would still need to return to court for approval to sell Lions Court.

Jaimee Gdak opposes the listing and sale of Lions Court and moves to vary the Receivership Order with the result that Lions Court would be removed from Schedule "A" and the Receiver would not have any authority to deal with it. Lions Court would nonetheless continue to be subject to the *Mareva* injunction. Mark Gdak did not file any material in support of Jaimee Gdak's motion but his counsel confirmed that Mark Gdak supports the motion.

The Receiver argues that Jaimee Gdak is making a late attempt to appeal the Receivership Order without the support of any statutory authority or rule of *Civil Procedure*. Specifically, she has not shown any error, fraud or new evidence with respect to the Receivership Order.

While Jaimee Gdak did not have legal counsel at the time the Receivership Order was made, she was served in that proceeding, and she did have legal representation soon after that Order was made. She did not take any steps to appeal or vary the Receivership Order at that time. Mark Gdak was represented at that time and he did not oppose the relief sought in the Receivership Order.

Jaimee Gdak asserts that the Lions Court property is hers and has nothing to do with Trigger. She denies any involvement with the mortgage from Pedro Cuesta. Further, she asserts that to permit the Receiver to sell Lions Court at this juncture would create real hardship for her and her minor children, one of whom has medical issues. She is a stay-at-home mother with no job.

I find that Jaimee Gdak has not provided the court with sufficient evidence or authority that would permit the variation of the Receivership Order that she requests. Accordingly, her motion is dismissed.

The extent of Jaimee Gdak's exposure to liability in this matter has not been determined. The principle creditor, Clearflow Commercial Finance Corp., asserts that she is a guarantor of the indebtedness owed by Trigger to it. That issue has yet not been determined. If it is determined that Jaimee Gdak is a guarantor, it is likely that Lions Court will need to be sold. It has also not yet been determined whether Mark Gdak's transfer of his interest in Lions Court was a fraudulent transfer that could be set aside. If that interest is set aside, it is, again, likely that Lions Gate will need to be sold. It appears that there is a dispute with respect to whether Trigger Funds were used to discharge some or all of the Pedro Cuesta mortgage. That dispute will need to be resolved as well. Accordingly, I decline to authorize the Receiver to list and market Lions Court at this time. This decision is without prejudice to the Receiver's right to renew its request to market and list Lions Court following the determination of one or more of these issues.

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

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

If any party is seeking costs in respect of these motions, the parties are strongly encouraged to agree on the matter of costs. If they cannot agree, they may arrange a 9:30 am chambers appointment to schedule a hearing to deal with the matter of costs.

A handwritten signature in black ink, appearing to read "Dietrich J.", with a stylized, cursive script.

Dietrich J.
Superior Court of Justice (Toronto)
March 31, 2021

Appendix 12

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

ENDORSEMENT

On consent of the Receiver and of Clearflow, it is ordered nunc pro tunc that the amount of \$3,000 per month on account of personal living expenses (the "Personal Allowance Payments") shall be paid by the Receiver to each of Mark Gdak and Jaimee Lynn Gdak from the proceeds of the Receivership, for a total of \$6,000 on a monthly basis, retroactive to the date of the Mareva order (October 13, 2020), net of amounts already advanced.

April 15, 2021



Dietrich J.

Appendix 13

CITATION: ClearFlow Commercial Finance Corp. v. Trigger Wholesale Inc., 2021 ONSC 3421
COURT FILE NO.: CV-20-00649154-00CL
DATE: 20210526

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

CLEARFLOW COMMERCIAL FINANCE
CORP.

Applicant/Moving Party

– and –

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

Respondents/Responding Parties

Jeffrey J. Simpson, for the Applicant/Moving Party

Domenico Magisano and Jason Squire, for the Respondents/Responding Parties Trigger Wholesale Inc., The En Cadre Group Inc., Jaimak Real Properties Inc., and Mark Gdak

Benjamin G. Blay, for the
Respondent/Responding Party Jaimee Lynn
Gdak

*Roger Jaipargas and Douglas Smith, for
Grant Thornton Limited, the Receiver*

Ed D'Agostino, for J.B. Construction Inc.

HEARD: March 18 and April 15, 2021

REASONS FOR JUDGMENT

DIETRICH J.

[1] The applicant ClearFlow Commercial Finance Corp. brings this motion to enforce guarantees executed by the respondents Mark Gdak and Jaimee Lynn Gdak in its favour.

[2] The applicant seeks a finding of liability against each of Mr. Gdak and Ms. Gdak in respect of separate, unlimited, continuing personal guarantees that each executed on April 30, 2015 in respect of the full amount of indebtedness of the respondent Trigger Wholesale, Inc. (“Trigger”) to the applicant (the “Guarantees”).

[3] Mr. Gdak and Ms. Gdak are shareholders, directors and officers of Trigger. This Court appointed Grant Thornton Limited, as an interim receiver over the assets and undertakings of Trigger on October 13, 2020, and as a full national receiver on October 22, 2020 (the “Receivership Order”).

[4] Mr. Gdak and Ms. Gdak are also shareholders, directors and officers of the respondent The En Cadre Group Inc. (“En Cadre”). It is an affiliate of Trigger, and also executed a guarantee of Trigger’s indebtedness on April 30, 2015 in favour of the applicant. The assets and undertakings of En Cadre are also subject to the Receivership Order.

[5] Mr. Gdak does not deny liability pursuant to his Guarantee. He has not filed any responding materials on this motion with respect to his Guarantee.

[6] Ms. Gdak denies liability on her Guarantee on the basis that there was an undisclosed material change in the principal amount of the indebtedness covered by the Guarantee, and because she did not have the opportunity to obtain independent legal advice. Alternatively, she asserts that the applicant, through its words and conduct, released her from her Guarantee.

[7] For the reasons that follow, I find that each of Mr. Gdak and Ms. Gdak is liable on his or her respective Guarantee in favour of the applicant, and the applicant is entitled to judgment with respect to that liability. The precise amount owing on the Guarantees remains to be determined.

Background Facts

[8] The applicant, a company incorporated pursuant to the laws of Canada, is in the business of providing financing to Ontario businesses, generally through the factoring of accounts receivable, and also by extending other types of credit facilities.

[9] Trigger is a company incorporated pursuant to the laws of Ontario, with an office in Waterloo, Ontario. Prior to the receivership, it was in the business of importing and distributing firearms and ammunition throughout Canada.

[10] The applicant made loans to Trigger pursuant to three separate credit facilities: factoring of accounts; purchase order financing; and discrete advances for business purposes. The applicant holds security against all the personal property and assets for Trigger and En Cadre in the form of a General Security Agreement in respect of each company.

[11] Martin Nicholas Rees, a partner at the applicant, took the lead with respect to the financing arrangements between the applicant and the respondents in 2015. Following its due diligence, the applicant made a financing offer, which involved a Master Purchase and Sale Agreement (the

“MPSA”), a Master Purchase Order Financing Agreement, and a Royalty Agreement, each dated April 30, 2015 (the “Credit Agreements”). The Credit Agreements set out the details of the financing arrangements as between the parties. Trigger accepted the offer.

[12] As part of the loan and security documentation executed by Mr. Gdak and Ms. Gdak, on behalf of Trigger, each of them executed a Guarantee of the full amount of the indebtedness of Trigger arising out of the Credit Agreements. Each of them, as officers of En Cadre, also signed a similar guarantee on behalf of En Cadre.

[13] Neither Mr. Gdak nor Ms. Gdak denies signing their respective Guarantees. Neither alleges that the Guarantee was signed under duress. Each Guarantee was witnessed by Brian Kelly, a lawyer who represented Trigger.

[14] At the time each Guarantee was signed, the total maximum principal indebtedness shown on the Credit Agreements was \$1.4 million (though the applicant’s funding proposal letter dated April 23, 2015 mistakenly states the total to be \$1.3 million).

[15] The applicant suffered losses through alleged schemes in which Trigger fabricated customer invoices and presented them to the applicant for purchase, and in which En Cadre forged documentation respecting a real property transfer.

[16] Pursuant to the terms of the MPSA, Trigger was obligated to provide to the applicant, monthly, a list of all outstanding invoices issued by it to its customers. The applicant could then choose to purchase some or all the accounts receivable and pay to Trigger 85 percent of the amount due and owing on the selected accounts receivable.

[17] When purchasing accounts receivable for factoring, the applicant would normally collect the receivables from the borrower’s customers directly. Customers would typically be required to remit payment within 30 to 60 days from the invoice date. Until the applicant received payment on its purchase orders, any funds advanced to the borrower would be considered loans from the applicant.

[18] In the case of Trigger, however, Mr. Gdak asked the applicant to deviate from its usual procedure. He told the applicant that because the regulations imposed by the RCMP and other federal agencies stipulated that only he, as a licensee permitted to sell firearms, could handle payments from purchasers for those firearms, he would need to collect the receivables. This was untrue.

[19] When the applicant purchased customer invoices from Trigger, it deposited the proceeds into an account held by Trigger. It is alleged that Trigger then drew cheques on that account payable to itself, which it then deposited into a “blocked account” at the Bank of Montreal (“BMO”). It then represented to the applicant that these funds were payments from customers, which the applicant and the Receiver believe to be fake customers. The applicant then swept the blocked account and applied the funds collected against the outstanding invoices it had purchased.

[20] Based on the results of the applicant's field audit of Trigger, and the Receiver's reporting, it appears that most of the invoices presented by Trigger to the applicant for factoring were falsified. Trigger provided the applicant with multiple purchase orders as evidence that Trigger was doing business with large retailers, such as Canadian Tire and Home Hardware Stores Limited, when, in fact, it was either doing no, or considerably less, business than the falsified purchase orders would suggest.

[21] It also appears that Mr. Gdak provided a forged real property transfer to the applicant designed to make it appear that En Cadre owned real property in the City of Waterloo, with an alleged value of \$48 million, and that En Cadre was selling this property. In fact, En Cadre had no interest in such property.

[22] In the spring of 2019, before the applicant became aware of the alleged fraudulent activities, Mr. Gdak approached the applicant to restructure the then-existing credit facilities that would soon expire. Mike Nero, an employee of Trigger, and Mr. Gdak negotiated on behalf of Trigger. Mr. Rees led the negotiations on behalf of the applicant. As part of those negotiations, which took place over the course of thirteen months, Trigger sought to renegotiate the Credit Agreements and to have Ms. Gdak released from her Guarantee.

[23] In an April 9, 2019 email to Mr. Nero, Mr. Rees confirmed that the partners at the applicant would need to agree to any amendments to the applicant's offer letter respecting the credit restructuring. He also reminded Mr. Nero of the April 15, 2019 deadline for providing financial information to the applicant and the need for the applicant to assess the financial standing of Trigger.

[24] The preliminary negotiations resulted in the applicant issuing a proposal dated May 2, 2019 (the "Proposal"), which, among other things, contemplated the renewal of the MPSA and a release of Ms. Gdak from her Guarantee.

[25] As a condition of the restructuring, over the course of the negotiations, the applicant continued to seek financial statements for the 2019 fiscal year, in a specified form. As the negotiations wore on, the applicant requested current financial statements for the fiscal 2020 year as well.

[26] Mr. Rees sent documentation prepared in support of the proposed restructuring to Mr. Gdak on May 16, 2019, by email. The documentation included an "Acknowledgement re Existing Security" (the "Acknowledgement"), which included a reference to a personal guarantee from Mr. Gdak and a guarantee from En Cadre. No reference was made to a personal guarantee from Ms. Gdak.

[27] On June 27, 2019, Mr. Rees sent another email to Mr. Gdak seeking a report on the timeframe for Trigger to provide Review Engagement Financial Statements, and he reminded Mr. Gdak and Mr. Nero that this was "a requirement."

[28] On July 3, 2019, Mr. Gdak signed the documents, and Mr. Nero returned them to the applicant via email. In an email exchange on the same day, in response to a request by Mr. Nero for a release letter discharging Ms. Gdak from her obligations, Mr. Rees agreed to provide a “letter of confirmation that the Guarantee of Jamie (*sic*) has been cancelled.” In the same email, Mr. Rees stated: “We do need the Financial Statements to implement the documents-it’s a condition.”

[29] Mr. Rees never prepared a document confirming that Ms. Gdak’s Guarantee had been cancelled or released.

[30] Approximately one year later, in June 2020, negotiations were still ongoing between the parties. No documents had been executed by the applicant, and it was still waiting to receive financial statements for the 2019 fiscal year and, by this point, the 2020 fiscal period as well. Because the applicant had not received financial statements from Trigger on a timely basis, it imposed additional conditions precedent to the credit restructuring, including a satisfactory field audit.

[31] Mr. Gdak confirmed in an email to Mr. Rees dated June 11, 2020 that three conditions precedent to the restructuring, which the applicant had imposed, remained outstanding.

[32] On June 25, 2020, Mr. Gdak provided inaccurate financial statements for the 2019 fiscal year. On the following day, he provided internally generated monthly statements for the 2020 fiscal year, which were also inaccurate.

[33] By September 2020, Mr. Adler had, in the course of his field audit, discovered the existence of the alleged fraudulent activity involving falsified invoices, a forged transfer of real property, phony email addresses, falsified firearms storage inspection certificates, impersonations of Canadian Tire and Home Hardware Stores Limited executives and phony cheques.

[34] The applicant did not accept the late-delivered financial statements and, in any event, Trigger had not met the satisfactory field audit condition. The documents drafted in support of the restructuring of the credit facilities were never approved by the applicant’s credit committee or board and were never signed back to Trigger.

[35] As of October 6, 2020, according to the applicant’s records, Trigger was indebted to it in the amount of \$48,543,931.75. Purchased accounts receivable and purchase orders accounted for \$42,943,931.75 of that amount, and separate advances made by the applicant accounted for \$5,600,000.

[36] The applicant cannot recover on the accounts receivable or the purchase orders because they appear to be forged documents. It cannot collect on the advances because it appears the advances were made based on forged real estate documentation.

[37] Following its discovery of these alleged fraudulent activities, the applicant issued a written demand for payment and Notices of Intention to Enforce Security to Mr. Gdak, Ms. Gdak, Trigger and En Cadre.

[38] Mr. Gdak has not denied his involvement in the alleged fraudulent activities. Ms. Gdak has denied any involvement in those activities. The parties agreed that this motion would be limited to the enforcement of the Guarantees and would not address allegations of fraud as against Ms. Gdak.

Positions of the Parties

[39] The applicant submits that the Guarantee signed by Ms. Gdak is a valid document, signed by her without duress, and witnessed by a lawyer, who was counsel to Trigger at the time the Credit Agreements and other financing arrangements were entered into. The applicant asserts that, given Ms. Gdak's direct involvement in Trigger as a director and officer, she had knowledge of Trigger's operations and obligations to the applicant, and she did not require independent legal advice with respect to the Guarantee.

[40] The applicant further submits that notwithstanding that there were discussions between representatives of Trigger and representatives of the applicant regarding Ms. Gdak's Guarantee, there was, in fact, no waiver of Ms. Gdak's Guarantee. The applicant asserts that it was consistent and clear that no restructuring of the credit facilities, including a waiver of Ms. Gdak's Guarantee, would be agreed to or implemented until certain conditions precedent were satisfied, including the delivery of financial statements by Trigger. Those conditions were never fulfilled, and Ms. Gdak was therefore never released from her Guarantee.

[41] Ms. Gdak submits that the Guarantee is not binding on her because there was an undisclosed material change to the principal indebtedness over the five years that followed her execution of the Guarantee. She asserts that her liability should be set aside based on unconscionability, or at least limited to \$1.4 million. She further asserts that she was not given an opportunity to obtain independent legal advice respecting the Guarantee.

[42] Ms. Gdak further submits that, in any event, the Guarantee is not binding on her because the applicant released her from the Guarantee through its words and conduct during the credit restructuring process.

[43] Mr. Gdak takes no position on the applicant's motion with respect to his liability under his Guarantee. The applicant submits that, because Mr. Gdak has not responded to this motion with respect to his Guarantee, judgment in respect of his liability should issue on an unopposed basis.

The Guarantee

[44] The relevant paragraphs of the Guarantee, shown in part, are as follows:

2. OBLIGATIONS GUARANTEED

In consideration of ClearFlow Commercial Finance Corp. ... dealing with or continuing to deal with the Customer, you guarantee payment to us on demand, of all present and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities (collectively, the "Obligations"),

both direct and indirect, (whether incurred alone or jointly with others, whether absolute or contingent, whether matured or not matured, and whether for principal, interest or fees) payable to us by the Customer under any and all lease agreements, conditional sale contracts, credit facilities, overdrafts, guarantees, letters of credit, indemnities together with all costs and expenses, including fees and expenses, incurred by us in connection with its dealings with the Customer. ...

3. NATURE OF YOUR LIABILITY

Your liability under this Guarantee is CONTINUING, absolute and unconditional. It will not be limited, reduced, or otherwise affected by any one or more of the following events:

...

- any change in the terms or amount or existence of the Obligations

...

17. GENERAL

... No alteration or waiver of this Guarantee or any of its terms or conditions shall be binding on us unless expressly made in writing by us. ... [emphasis added]

Issues

[45] The issues on this motion are as follows:

- (1) Is Ms. Gdak released from liability under her Guarantee?
- (2) If Ms. Gdak is not released from liability on her Guarantee based on a material change in the contractual arrangement, did the applicant release Ms. Gdak from such liability through its words and conduct during the restructuring of Trigger's credit facilities?
- (3) Is Mr. Gdak liable pursuant to his Guarantee?

Is Ms. Gdak released from liability under her Guarantee because of a material change to the contractual arrangements?

[46] Ms. Gdak asserts that when she signed her Guarantee the applicant had agreed to provide funding to Trigger up to \$1.4 million. The \$1.4 million was comprised of three credit facilities described in the applicant's April 23, 2015 funding proposal letter as follows:

- a) \$320,000 maximum to fund the cost of importation of firearms, accessories and ammunition to Canada for resale;
- b) \$900,000 in respect of all eligible accounts receivable, for 24 months, automatically renewable; and
- c) \$180,000 demand loan.

The funding proposal letter specifically refers to the “Corporate Guarantee of En Cadre and the Personal Unlimited Guarantee of Mark and Jamiee (sic) Gdak.”

[47] Ms. Gdak submits that she cannot be liable for anything in excess of \$1.4 million. She says that five years after the Guarantee was executed, the applicant claims the amount owing by her is now \$48,625,279.75 (as of October 6, 2020). Ms Gdak asserts that she had no part in any discussions relating to the restructuring of the credit facilities at any time. Therefore, she asserts that her liability must be capped at \$1.4 million.

[48] Further, Ms. Gdak asserts that she had no opportunity to obtain independent legal advice. She asserts that if she had had the opportunity to obtain independent legal advice, the unconscionable exponential increase in the indebtedness, which arose as a consequence of the inequality of bargaining power between her and the applicant, could have been discovered by counsel and her improvident bargain could have been prevented.

[49] For the reasons that follow, I disagree that Ms. Gdak’s liability is limited to the \$1.4 million referred to in the funding proposal letter of April 23, 2015. I also find that Ms. Gdak has not met her burden to show unconscionability, and I do not agree that she was denied an opportunity to obtain independent legal advice.

Material change

[50] It is not disputed that a guarantor will be released from liability where the creditor and the principal debtor agree to a material change in the terms of the contract of debt without the guarantor’s consent: *Manulife Bank of Canada v. Conlin*, [1996] 3 S.C.R. 415 at para. 2.

[51] However, it is also not disputed that it is open to parties to contract out of this protection, provided that any contracting out is clear: *Conlin* at para. 4, citing *First City Capital Ltd. v. Hall* (1993), 11 O.R. (3d) 792 (C.A.).

[52] In my view, the parties contracted out of this protection. The language of the Guarantee is unequivocal. It clearly states that Ms. Gdak’s liability would be continuing and unaffected by any change in the amount of the “Obligations.” In respect of her obligations, paragraph 2 reads: “you guarantee payment to us on demand, of all present and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities (collectively, the “Obligations”).” [emphasis added]

[53] The extent of Ms. Gdak's liability is plainly stated in paragraph 3 of the Guarantee. There it states, in block capitals, that her liability is "CONTINUING" and that it will not be limited, reduced, or otherwise affected by "any change in the terms or amount or existence of the Obligations." [emphasis added] Ms. Gdak agreed to these terms.

Breach of Contract

[54] Ms. Gdak further asserts that a guarantor can be discharged if the creditor breaches the contract of guarantee: *Pax Management Ltd. v. Canadian Imperial Bank of Commerce*, [1992] 2 S.C.R. 998. She asserts that the applicant has done just that by making advances far in excess of the maximum amounts set out in the documents underlying the credit facilities. Ms. Gdak submits that these advances resulted in a materially different risk being imposed on her.

[55] The applicant submits that over the six-year period during which the applicant provided financing to Trigger, the terms and conditions of the credit facilities did not change in any material way that would impact on Ms. Gdak's risk. For example, none of the security for the debt was released and none of the other guarantors was released.

[56] The alteration to the exact wording of the financing terms was an increase in the total amount lent such that by 2020 the total loan exceeded the amounts shown in the financing agreements.

[57] I do not agree that the applicant breached the terms of the Guarantee by making the additional advances. The language of the Guarantee clearly contemplates the possibility of additional advances by referring explicitly to "any change in the amount ... of the Obligations", and to the guarantor's obligation to pay on demand "present and future" obligations under the Guarantee. The risk of an increase in the amount of Ms. Gdak's obligation was a risk that was in existence at the time she signed the Guarantee. Had the applicant released some of its security provided by Trigger, that action would have resulted in a materially different risk being imposed on Ms. Gdak, which would likely have altered her liability under the Guarantee. The subject advances, which were specifically contemplated in language of the Guarantee, do not, in my view, result in a materially different risk for Ms. Gdak than the one to which she agreed.

Contra preferentem

[58] In the alternative, Ms. Gdak asserts that where there has been a waiver of material change, as I have found in this case, the guarantee language must be read narrowly, to protect the guarantor where the guarantor is a family member and unsophisticated or vulnerable. Ms. Gdak relies on *Conlin* in support of this submission, and in particular para. 8 where Cory J. states that "if there is any ambiguity in the terms of the guarantee, the words of the documents should be construed against the party which drew it."

[59] Mr. Gdak and Ms. Gdak are husband and wife. However, Ms. Gdak is also a director, officer, employee and shareholder of Trigger. There is no evidence to support the theory that she signed the Guarantee as a matter of accommodation or a favour for her husband.

[60] When Mr. Rees, on behalf of the applicant, was discussing the original financing arrangements with Mr. Gdak, Mr. Gdak provided him with corporate charts for Trigger and En Cadre. The corporate chart for Trigger showed Ms. Gdak to be a “Co-Owner” and “SVP.” The notes to the corporate chart described Ms. Gdak as Mr. Gdak’s “wife and business partner” and “a 50% owner of the company (the new operations company and the holding company).” In my view, it is more likely than not that Ms. Gdak signed her Guarantee in the capacity of a business owner, and not as a family member.

[61] As a director, Ms. Gdak would have been required to sign off on the financial statements for these companies. The annual financial statements would have reflected the indebtedness to the applicant, which would have been easy for her to track year over year.

[62] Also, based on the record, I do not find Ms. Gdak to be unsophisticated. The only real evidence she submits in support of this assertion is that she did not finish high school. Lack of a high school diploma, in my view, does not equate to a lack of sophistication. Nor does it, in my view, indicate a lack of intelligence or an inability to read and comprehend a one-page guarantee, written in the second person. Based on the record, Ms. Gdak had significant involvement in Trigger’s day-to-day operations. She had responsibility for handling of accounts receivable, writing cheques and making bank deposits. She was in regular communication with the applicant regarding accounts receivable and the assignment of those accounts, as well as reporting on what funds were deposited into the blocked account and when.

[63] Accordingly, I find that a narrow interpretation of the terms of the Guarantee is not warranted in this case. Had I decided this point differently, I would nonetheless have rejected Ms. Gdak’s interpretation of the definition of “Obligations” in the Guarantee. “Obligations” is defined to include “all present, and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities.” Ms. Gdak submits that the *ejusdem generis* interpretation maxim ought to apply such that “any other debts and liabilities” must be read narrowly to include only debts of the same class or kind, being debts of a similar nature to lease payments and conditional sale instalments, and that the applicant has led no evidence of indebtedness that falls into that class.

[64] I reject this highly technical interpretation. I agree with the applicant that the phrase “other debts and liabilities” covers each of the credit facilities that the applicant offered and provided to Trigger. It would have been obvious to the parties entering into the financing arrangements that the Guarantees were in respect of the funds being advanced in accordance with the April 23, 2015 funding proposal. That proposal specifically refers to the credit being advanced and the Guarantees of each of En Cadre, Mr. Gdak and Ms. Gdak. Trigger’s credit facilities did not include lease payments or conditional sale instalments. It is therefore apparent that the Guarantees were intended to cover other debts and liabilities, such as those described in the April 23, 2015 funding proposal and advanced by the applicant. This is the only logical interpretation of the Guarantee considering the factual matrix at the time the credit facility documentation, including the Guarantees, was executed.

Independent legal advice

[65] Ms. Gdak asserts that she should not be found to be liable on her Guarantee because she was not given an opportunity to obtain independent legal advice on the Guarantee, or any amendments to the credit arrangements. Notwithstanding that she signed the Guarantee in the presence of a lawyer, Mr. Kelly, who witnessed her signature, she asserts that Mr. Kelly was counsel to Trigger and not to her.

[66] Ms. Gdak further asserts that she had never consulted with the applicant, or its counsel, in respect of the Guarantee, and that there was an inequality of bargaining power to her disadvantage.

[67] The applicant asserts that, because Ms. Gdak was a director of Trigger, independent legal advice in respect of her Guarantee was not required.

[68] The lack of independent legal advice, on its own, is not fatal to a claim on a guarantee, absent undue influence, unconscionability, fraud, misrepresentation or evidence supporting a defence of *non est factum*: *RBC v. 164393*, 2019 ONSC 5145 at para. 54, citing *Bank of Montreal v. Featherstone*, 58 D.L.R. (4th) 567 (Ont. C.A.).

[69] A party asserting unconscionability must make out an inequality of bargaining power and a resulting improvident bargain: *Uber Technologies Inc. v. Heller*, 2020 SCC 16, 3 B.L.R. (6th) 1 at para. 65.

[70] Ms. Gdak submits that there was an inequality of bargaining power between her and the applicant. As evidence of her lack of sophistication, she submits that she never completed high school and needed clarification during her examination by the Receiver that a “charge” was another word for “mortgage.” By contrast, she submits that the applicant purports to be in the business of providing financing to medium-sized businesses in Ontario, through factoring accounts receivable, and that the applicant’s point of contact, Mr. Rees, had 35 years of experience in banking and lending in Canada and the United Kingdom. Accordingly, Ms. Gdak submits that there is a significant gulf in sophistication. She submits that the improvident bargain is manifest in the growth of the debt from \$1.4 million to over \$48 million with no input or participation from her.

[71] As noted, I do not accept that Ms. Gdak was unsophisticated. On a balance of probabilities, I find that she was not entirely unaware of, or uninformed as to, the debt that Trigger was incurring. Ms. Gdak was a director and officer of each of Trigger and En Cadre when she signed the Guarantee. As a director she was responsible for signing off on the financial statements of these companies, which would have disclosed the companies’ indebtedness.

[72] Ms. Gdak is the sole director, officer and shareholder of the respondent Jaimark Properties Inc. (“Jaimark”), which owns or owned several valuable real properties. Based on the record, Ms. Gdak, either on behalf of Jaimark, or personally, has entered into agreements of purchase and sale and a licence agreement as part of transactions in respect of which she sought the advice of legal counsel.

[73] On examination, Ms. Gdak deposed that she did not know that she was a director of Trigger and En Cadre. She also deposed that she did not have a title and that at Trigger she took on jobs like taking photographs for marketing materials, building a website, and “administrative roles.”

[74] I do not accept Ms. Gdak’s evidence that she did not have a title at Trigger or that she took on only administrative roles there. At the time of the hearing, the applicant had not had an opportunity to review the large volume of emails retrieved by the Receiver from computers at Trigger. Even so, the record is replete with examples of Ms. Gdak’s involvement and responsibilities at Trigger, as evidenced by numerous emails.

[75] Apart from Mr. Gdak promoting Ms. Gdak as his “business partner”, her involvement in Trigger’s business was recognized by others at Trigger as well. In an email from Mr. Nero to Mr. Rees, dated May 13, 2015, in response to Mr. Rees’ concerns about accounts receivables and other matters, Mr. Nero stated: “As for the A/R, I understand the pressure point, Jaimee [Ms. Gdak] and I are going to be finally handling this moving forward.”

[76] Alexandra Kanichis, the Director of Operations at the applicant, and the partner who supervised the Trigger credit facilities, deposed that Ms. Gdak was involved with daily accounting operations at Trigger and that “literally hundreds of emails have been exchanged” between Ms. Gdak, Ms. Kanichis and the applicant’s administration team with respect to processing credit card payments, deposits made into the BMO blocked account and deposits made into a BMO account of non-factored payments, and funding requests to the applicant.

[77] Under examination, Ms. Gdak agreed that Ms. Kanichis’ statement about the number of emails exchanged between them “could be accurate.”

[78] Ms. Gdak also deposed that prior to 2020 she worked four or five hours a day at Trigger, but that she did not do much work for Trigger in 2020.

[79] However, in an email to Mr. Rees on June 11, 2020, Mr. Gdak notes that Ms. Gdak did not “facilitate the cashing of cheques”, as expected, because she was at the hospital, and that he would provide a solution for this concern of the applicant. In the same email, Mr. Gdak describes a “Process Change” at Trigger to “ensure future success/compliance” which involves a “signoff on the previous weeks activity (bank accounts, sales, shipping, purchases, transfers, expenses, etc.) on the Monday following the previous week from 830am-12 pm each week. This will be completed by Mark, Mike, Jaimee [Ms. Gdak], Amy and Phil (*sic*).” In an email to the applicant dated December 11, 2019, Mr. Gdak advises that “Mike, Jaimee [Ms. Gdak] and I are all at RLB [the accountants] today (working with them to close several projects) and then RLB is at our facility Thursday and Friday. We are scrambling to get our accounting up until current day.” In another report to the applicant, dated December 26, 2019, Mr. Gdak reports that Ms. Gdak is “mapping our payment for deposits” on five specified days between December 27, 2019 and January 3, 2020.

[80] Ms. Kanichis deposed that at a meeting at Trigger on October 1, 2020 between Mr. Gdak and Mr. Nero, from Trigger, and Ms. Kanichis and Glenn Peterson (president and director), from

the applicant, Mr. Gdak advised that Ms. Gdak was working from home because of the global pandemic, but that she was making collection calls on all the past due accounts of independent stores.

[81] Ms. Kanichis' evidence includes several email exchanges between Ms. Gdak and the applicant, as well as a copy of an Assignment Schedule summarizing alleged sales of firearms to purchasers, totaling over \$185,000. Ms. Gdak included the invoices in support of the alleged sales and alleged proof of delivery by courier for each sale. Together with these documents, Ms. Gdak sent an email to Ms. Kanichis confirming that these documents had been "successfully uploaded."

[82] I do not find Ms. Gdak's evidence that she did not know that she was a director of Trigger credible.

[83] There is reliable evidence to show that Ms. Gdak, in fact, held herself out as a vice president, which she noted when signing documents on behalf of Trigger or En Cadre.

[84] Ms. Gdak had authority to write and sign cheques on behalf of Trigger. Ms. Kanichis' evidence included copies of many cheques written and signed by Ms. Gdak on behalf of Trigger. Many of these cheques were in the hundreds of thousands of dollars.

[85] Ms. Kanichis also deposed that Ms. Gdak was "deeply involved in the day-to-day financial administration of Trigger and takes an active part in managing the financial and accounts receivable side of Trigger's business. She is one of the individuals at Trigger whom I would describe as part of the senior management team." Ms. Kanichis adduced a series of update emails from Ms. Gdak to the applicant that show that Ms. Gdak was one of the primary persons responsible for collection of accounts receivable at Trigger; was one of the individuals who personally handled cheques as they were received by Trigger from its customers; and who deposited cheques into the BMO blocked account and reported to the applicant on the deposits. Mr. Rees deposed that Ms. Gdak served in a "senior accounts receivable collection capacity." Neither Ms. Kanichis nor Mr. Rees was cross-examined on their respective affidavits.

[86] Ms. Kanichis also deposed that Ms. Gdak had ready access to the status of Trigger's indebtedness. Ms. Kanichis deposed that the applicant used software called "Cadence", which allowed its customers, like Trigger, to upload documents, such as invoices to be factored, and to view and update their precise financial position *vis-à-vis* the applicant, including their indebtedness to the applicant. According to Ms. Kanichis' evidence, it was Ms. Gdak who frequently accessed Cadence to upload invoices and bills of lading until Mr. Nero took over this function in 2018. The applicant's records show that Ms. Gdak last logged on to Cadence on February 21, 2018 to upload a number of invoices and bills of lading. Later that same day, Ms. Gdak sent an email to Ms. Kanichis confirming a successful uploading of "invoices and POD's."

[87] Ms. Kanichis further deposed that, like any user of Cadence, Ms. Gdak would have seen a standard-form opening screen that showed the current balance of the account. According to Ms. Kanichis' evidence, on February 21, 2018, Trigger's balance stood at \$8,404,091. In addition to

the balance, the screen would have shown a bar chart showing Trigger's purchase and collection history. Accordingly, I find that it ought to have been apparent to Ms. Gdak on February 21, 2018, that her liability on her Guarantee exceeded the original \$900,000 loan shown on the credit facility documents by a considerable margin.

[88] Ms. Gdak does not deny that she accessed the Cadence program, but she deposed that she used it on rare occasions and needed technical assistance with it. She deposed that she had "no recollection" of seeing the opening screen described by Ms. Kanichis. On a balance of probabilities, I find that while Ms. Gdak may not have known that Trigger's indebtedness had grown to over \$48 million, it is more likely than not that she knew the indebtedness was considerably greater than \$900,000. The information was readily available to her. Even if she did not choose to access the information using the Cadence system, she could have made inquiries of Ms. Kanichis with whom she was in regular contact. Ms. Gdak took no steps to try to limit her exposure on the Guarantee.

[89] The applicant argues that it had no duty to advise Ms. Gdak to obtain independent legal advice because she was a director of Trigger. It relies on the case of *Meridian Credit Union Limited v. 2428128 Ontario Limited*, 2017 ONSC 4578, 73 B.L.R. (5th) 262, in which the court found that independent legal advice is not required prior to the signing of a guarantee if the guaranteeing party is an officer and director of the corporation receiving the loan, citing *Toronto-Dominion Bank v. 1503345 Ontario Ltd.*, [2006] O.J. No. 1960 (ONSC).

[90] I do not agree entirely with the applicant's conclusion. The analysis in *Meridian* was considered in the more recent decision of Glustein J. in *Royal Bank of Canada v. 2414973*, 2020 ONSC 6047, where the court held that the principle enunciated in *Meridian* only applies where a party pleads that the guarantee is "invalidated" because of a lack of independent legal advice at the time the guarantee was signed.

[91] Where a guarantor is raising the lack of independent legal advice to "invalidate" the guarantee, the fact that the guarantor was a director may be determinative. However, whether or not a party was a director of the corporation, the presence or absence of independent legal advice remains relevant where that party is raising the defence of unconscionability, and arguing that the party did not have an opportunity to review the guarantee with counsel who might have identified an inequality of bargaining power and a resulting improvident bargain.

[92] Where a guarantor relies on a lack of independent legal advice in raising a defence of unconscionability, *non est factum*, misrepresentation or the like, the fact that the guarantor is a director is only a factor to be considered. In such cases, merely holding the title of "director" does not necessarily alleviate the need for independent legal advice. Rather, the overriding question remains whether the guarantee is tainted by the presence of undue influence, unconscionability or similar circumstances of improper tactics, and whether the lender should have been put on notice of same. Where a spouse lacks sophistication or meaningful involvement with the corporation, the mere fact that he or she holds the title of "director" should not preclude the defence of unconscionability: see, for example, *Royal Bank v. Hussain*, [1997] 38 B.L.R. (2d) 92.

[93] In my view, Ms. Gdak was not a director in name only. Nor do I find that she performed only administrative tasks at Trigger or that she had no knowledge of the increase of the indebtedness of Trigger to the applicant, such that her dealings with the applicant are tainted by unconscionability.

[94] I am also not satisfied that Ms. Gdak did not have the opportunity to review her Guarantee with counsel. All the credit facility documents were signed in the presence of and witnessed by a lawyer, Mr. Kelly, of Kelly & Co. Ms. Gdak asserts that Mr. Kelly was the lawyer for Trigger and not her lawyer. However, in her examination, when questioned about documents relating to the sale of a condominium owned by her, in September 2020, and in particular about the reference to “Kelly & Co.” on the agreement of purchase and sale, Ms. Gdak stated that “they are our lawyers.” There is no documentary evidence before the court with respect to the nature and extent of Kelly & Co’s retainer *vis-à-vis* Trigger, En Cadre, Mr. Gdak and Ms. Gdak.

[95] Ms. Gdak has not met her onus to show an inequality of bargaining power and a resulting improvident bargain. I am not persuaded that Ms. Gdak’s Guarantee transaction was tainted by the presence of unconscionability or improper tactics such that the applicant ought to have been put on notice of such and encouraged her to obtain independent legal advice.

Did the applicant release Ms. Gdak from her Guarantee?

[96] Ms. Gdak asserts that the applicant released Ms. Gdak from her Guarantee through its words and conduct, and it is now estopped from asserting that the negotiations relating to Ms. Gdak’s release from her Guarantee were never consummated.

[97] For the reasons that follow, I find that the applicant did not conduct itself in a way that constituted a waiver of Ms. Gdak’s Guarantee. Paragraph 17 of the Guarantee clearly states that no waiver of the Guarantee or any of its terms or conditions shall be binding on the applicant unless expressly made in writing by the applicant. The applicant made no such express writing.

[98] As set out in *Maracle v. Travellers Indemnity Co. of Canada*, [1991] 2 S.C.R. 50, a party seeking to rely on promissory estoppel must show that:

- (a) the other party made a promise or assurance, through words or conduct, that was intended to affect the legal relationship between them and was to be acted on; and
- (b) in reliance on the representation, the representee changed her position.

[99] Ms. Gdak asserts that on multiple occasions the applicant represented that it had released her from her Guarantee. Ms. Gdak further asserts she changed her position in reliance on this conduct. For example, she deposed that, based on this reliance, she accepted a transfer of Mr. Gdak’s one-half interest in their family home to separate business assets from personal assets.

[100] In my view, Ms. Gdak has not made out promissory estoppel. She has not established that the applicant represented that it had released her from her Guarantee, nor that she relied on that representation to her detriment.

[101] In support of her argument that her Guarantee was released through the conduct of the applicant, Ms. Gdak relies primarily on the Proposal (dated May 2, 2019) sent by Mr. Rees to Mr. Gdak. The Proposal contemplates a renewal of the existing MPSA and a termination of the existing Royalty Agreement, among other things. Under the section “Additional Information and Agreement” it states: “No Personal Guarantees moving forward from Jaimee Gdak.” Below, in the same section, it states:

The foregoing Proposal does not constitute an offer, commitment or binding agreement to enter the Amended Credit Facilities unless and until approved by ClearFlow’s Credit Committee and/or Board in writing and execution of Documentation as described herein. ... Trigger Wholesale also authorizes ClearFlow to share this information with ClearFlow’s affiliates, assigns, lenders, designees or other third parties ClearFlow deems necessary to receive the appropriate approvals.

[102] Ms. Gdak asserts that, based on this provision, the only part of the Proposal, which was not a binding agreement, was the part that dealt specifically with the two credit facilities, being the MPSA and the Royalty Agreement. She further asserts that it naturally followed that the section dealing with Additional Information and Agreement, which followed the section dealing with the credit facilities, was binding and indeed an “agreement”, which included the agreement that there would be no personal guarantees moving forward from Ms. Gdak. Both Mr. Gdak and Mr. Rees signed the Proposal on May 6, 2019.

[103] I find this interpretation, too, to be highly technical, and neither correct nor commercially reasonable. Even if it could be said that the parties agreed to treat the Amended Credit Facilities as distinct from the Guarantees, and not as part of the same package of credit documents as presented to Trigger in 2019, the language in the Proposal nonetheless affirms that “moving forward” Ms. Gdak will not be asked to provide a personal guarantee. “Moving forward” anticipates the execution of the Amended Credit Facilities. It is implicit that if the Amended Credit Facilities were not approved by ClearFlow’s Credit Committee and/or its Board, in writing, the restructuring would not advance, and, in that case, Ms. Gdak would not be relieved of her Guarantee obligations. An agreement to relieve Ms. Gdak from entering into a fresh guarantee as part of the credit restructuring is not the equivalent of a waiver of her existing Guarantee. A waiver of the existing Guarantee, by its terms, must be in writing by the applicant.

[104] There is no evidence of any such waiver by the applicant. Further, based on the testimony of the president of the applicant, Mr. Peterson, in order to be binding on the applicant, the waiver would have had to be signed by the Board of Directors comprised Randy Rutherford and himself. Mr. Rees did not have the authority to waive Ms. Gdak’s Guarantee.

[105] Ms. Gdak confirmed that she was not involved in the negotiations regarding the credit restructuring. There is no evidence of any representation having been made to her by the applicant regarding her Guarantee. It was Mr. Gdak who was involved in the negotiations relating to the credit restructuring. Based on the evidentiary record, Mr. Gdak appreciated that Ms. Gdak's Guarantee had not been waived on May 6, 2020, when he accepted the Proposal. Mr. Petersen deposed that on May 6, 2020, he and others met with Mr. Gdak in Trigger's parking lot following their earlier meeting. Then and there, Mr. Gdak emphasized his desire that Ms. Gdak's Guarantee be released. Mr. Petersen's evidence is that he explained to Mr. Gdak that "that should be possible when the new expanded facility and MPSA agreements were finalized."

[106] Shortly thereafter, when Trigger's financial statements were not forthcoming, Mr. Rees sent Mr. Gdak an email advising him that the applicant was imposing an additional condition precedent to the credit restructuring – a third party field audit. Attached to Mr. Rees' email was a checklist of items that would need to be satisfied before the applicant would consider moving forward with the proposed restructuring of the credit facilities.

[107] Mr. Gdak's conduct after the May 6, 2019 meeting reinforces that he appreciated that Ms. Gdak's Guarantee had not been released.

[108] On May 16, 2019, Mr. Rees sent an email attaching draft documents to reflect the terms set out in the Proposal. Nowhere in his covering email does Mr. Rees state that the documents are in execution form or ready for signature. While he does not specifically state in his email that the documents are drafts, he does state that he will send copies of the existing signed documents "for Brian Kelly's reference/convenience." This statement suggests that the documents are drafts to be reviewed by Trigger's counsel, Mr. Kelly. In the same email, Mr. Rees provides the contact details for the applicant's counsel, which further reinforces that the attached documents are drafts to be negotiated and finalized between counsel. Mr. Rees does not ask Mr. Gdak to sign and return these documents. The documents do not include a waiver of Ms. Gdak's Guarantee. Mr. Rees later deposed that the documents he sent on May 16, 2019 were indeed drafts for review by legal counsel.

[109] A few months later, on July 2, 2019, Mr. Nero, of Trigger, on behalf of Mr. Gdak, returned the documents signed by Mr. Gdak to Mr. Rees via email.

[110] On July 3, 2019, Mr. Nero, on behalf of Mr. Gdak, wrote to Mr. Rees asking for copies of the documents signed by the applicant and "the release letter you confirmed would be sent discharging Jaimee's obligations." This inquiry confirms Mr. Nero's understanding that, as of July 3, 2019, Ms. Gdak's obligations under the Guarantee had not been discharged.

[111] Mr. Rees replied the same day stating that he "will prepare a letter of confirmation that the Guarantee of Jamie (*sic*) has been cancelled." I accept Mr. Rees' evidence that he never intended to indicate that the applicant had agreed to release Ms. Gdak's Guarantee, and that he neither had instructions from the applicant to release the Guarantee, nor any authority to do so. Mr. Rees knew that the release of the Guarantee was conditional on Trigger providing the requested financial

statements. For that reason, he included this reminder in his email reply: “We do need the Financial Statements to implement the documents-it’s a condition.”

[112] On July 9, 2019, Mr. Rees sent an email to Mr. Gdak indicating that “Glenn will sign off the original legal documents when next in Toronto.” This statement can only be interpreted in the context of the entire transaction. At that time, both the applicant and Mr. Gdak were aware of the conditions precedent that needed to be fulfilled before the credit restructuring, including the release of Ms. Gdak’s Guarantee, would be approved. Those conditions included a review of Trigger’s financial statements for 2019 and 2020 in a form prescribed by the applicant as well as a satisfactory field audit.

[113] Mr. Gdak was fully aware of the conditions precedent to the proposed credit restructuring, which could have resulted in the release of Ms. Gdak’s Guarantee. Notwithstanding that Mr. Gdak returned signed documents to the applicant on July 2, 2019, he understood that the credit facilities would not be restructured until the conditions were met. Nearly a year later, on June 11, 2020, Mr. Gdak sent an email to Mr. Rees in which Mr. Gdak, himself, lists the “Conditions Precedent”, which include “Review Engagement Fiscal 2019”, “Management Prepared Financial Statement 2020” and “Field Audit by Steven Adler”, and he reports on the status of each with a commitment that Trigger will deliver the 2020 Review Engagement by July 31, 2020.

[114] Mr. Rees deposed that the draft “Acknowledgement” of the waiver of Ms. Gdak’s Guarantee, which had been included in the package of draft documents sent for review by counsel, was only sent to Mr. Gdak as an example of the type of acknowledgement that could be signed if there were agreement on all the other terms relating to the restructuring and all of the conditions precedent had been met. It was not an express waiver of Ms. Gdak’s existing Guarantee.

[115] Because financial statements in the form requested by the applicant were never delivered, and because Trigger failed the field audit, the conditions of the credit restructuring were never met. Neither the draft Acknowledgement, nor any other document expressly releasing Ms. Gdak from her Guarantee, was ever finalized, or signed by the applicant, and she was never released from her Guarantee by any means.

[116] It defies logic that Ms. Gdak or Mr. Gdak would have believed that the applicant would have agreed to the waiver of Ms. Gdak’s Guarantee or any other Guarantee in July 2019. At that time, Trigger had not provided its financial statements for fiscal 2019 and fiscal 2020, or met the condition for a satisfactory field audit. The applicant had not signed a single document to give effect to the restructuring of the credit facilities.

[117] On June 19, 2020, prior to the completion of the field audit, Mr. Gdak returned to the applicant a signed version of the MPSA, which he had unilaterally backdated to July 3, 2019. The applicant’s evidence is that it never considered that document to be legally binding because, not only had no one on behalf of the applicant signed the document, but also the MPSA was but one part of a package of documents the whole of which formed the basis for the restructuring and

renewal of the credit facilities. Until all of them were approved and signed by both parties, Ms. Gdak's Guarantee would not be released.

[118] Mr. Gdak did not provide 2019 Review Engagement statements until June 25, 2020, 86 days following the fiscal year end, and he never produced the most recent 2020 financial statements on a Review Engagement basis, as requested by the applicant. Rather, he produced internal monthly statements for fiscal 2020. These financial statements were not accurate, and they were not acceptable to the applicant. By this time, the applicant was also aware that the field audit had uncovered extensive activities at Trigger that it believed to be fraudulent.

Is Mr. Gdak liable pursuant to his Guarantee?

[119] As noted above, Mr. Gdak did not deny liability pursuant to his Guarantee, and he did not file any responding materials on this motion with respect to his Guarantee. I agree with the applicant that judgment in respect of his liability should issue on an unopposed basis.

Disposition

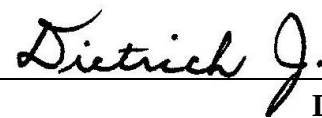
[120] A Judgment shall issue declaring:

- (a) the personal Guarantee executed by the respondent, Mark Gdak, in favour of the applicant, ClearFlow Commercial Finance Corp., in respect of the indebtedness of Trigger Wholesale Inc., dated April 30, 2015, enforceable; and
- (b) the personal Guarantee executed by the respondent Jaimee Lynn Gdak in favour of the applicant, ClearFlow Commercial Finance Corp., in respect of the indebtedness of Trigger Wholesale Inc., dated April 30, 2015, enforceable.

The parties and the Receiver may arrange a case conference to address the quantum of the liability on the Guarantees.

Costs

[121] Any party seeking costs in this matter may serve and file written costs submissions not exceeding three pages in length (excluding a costs outline and offers to settle, if any) within ten days of these reasons. Any party wishing to respond to such written submissions shall serve and file similar written costs submissions within ten days thereafter.


Dietrich J.

Released: May 26, 2021

CITATION: ClearFlow Commercial Finance Corp. v. Trigger Wholesale Inc., 2021 ONSC 3421
COURT FILE NO.: CV-20-00649154-00CL
DATE: 20210526

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant/Moving Party

– and –

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

Respondents/Responding Parties

REASONS FOR JUDGMENT

Dietrich J.

Released: May 26, 2021

Appendix 14

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE

)

WEDNESDAY, THE 26TH

MADAM JUSTICE DIETRICH

)

DAY OF MAY, 2021

BETWEEN:



CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

- and -

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

Respondents

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

JUDGMENT

THIS MOTION, made by the Applicant, for a determination of liability on guarantees given by the individual Respondents to the Applicant, was heard on March 18, 2021 and April 15, 2021 by Zoom videoconference due to the COVID-19 pandemic, with the lawyers for all parties in attendance.

ON READING the Application Record, Responding Application Record, Reply Application Record, Supplementary Responding Application Record, Supplementary Reply Application Record, Second Further Supplementary Reply Application Record, Reply to Second

Further Supplementary Reply Application Record, Transcript of the Examination of Jaimee Lynn Gdak, and facts of the parties, and on hearing the submissions of the lawyers for the parties,

1. THIS COURT DECLARES THAT the personal Guarantee executed by the respondent, Mark Gdak, in favour of the applicant, ClearFlow Commercial Finance Corp., in respect of the indebtedness of Trigger Wholesale Inc., dated April 30, 2015, is enforceable.
2. THIS COURT DECLARES THAT the personal Guarantee executed by the respondent Jaimee Lynn Gdak in favour of the applicant, ClearFlow Commercial Finance Corp., in respect of the indebtedness of Trigger Wholesale Inc., dated April 30, 2015, is enforceable.
3. THIS COURT ORDERS THAT the parties and the Receiver may arrange a case conference to address the quantum of the liability on the Guarantees.



(Signature of Justice)

BOSCO MASCARENHAS

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale INC. et al.

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

JUDGMENT

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Jaimee Lynn Gdak

Appendix 15

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

THIRD REPORT OF THE RECEIVER

May 10, 2021



Grant Thornton

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

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Appendix 15	Affidavit of Christine Mason sworn May 6, 2021
Appendix 16	Statement of Receipts and Disbursement dated April 30, 2021
Confidential Appendix 1	Summary of Offers Received for Saugeen Beach Road
Confidential Appendix 2	Saugeen Beach Road Sale Agreement

INTRODUCTION

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

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

6. On December 1, 2020, the Court issued an order providing the relief requested by the Receiver in the First Report (the "**Baker Road Approval and Vesting Order**"). A copy of the Baker Road Approval and Vesting Order along with the Endorsement of Justice Dietrich is attached hereto as **Appendix "6"**.
7. The Receiver filed its second report to Court dated February 12, 2021 (the "**Second Report**") and a supplemental report to the second report dated March 16, 2021 (the "**Supplemental Report**") which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of the Inventory Transaction and the Sea Ray Transaction and requesting directions in respect of the Real Property Assets and Personal Property Assets, all as defined in the Second Report. Copies of the Receiver's Second Report and the Supplemental Report are attached hereto as **Appendices "7"** and **"8"** respectively without appendices.
8. On March 17, 2021, the Court issued approval and vesting orders in respect of the Inventory Transaction (the "**Inventory Sale Approval and Vesting Order**") and the Sea Ray Transaction (the "**Sea Ray Approval and Vesting Order**"). Copies of the Inventory Sale Approval and Vesting Order and the Sea Ray Approval and Vesting Order along with the Endorsement of Justice Dietrich are attached hereto as **Appendix "9"** and **"10"** respectively.
9. On March 31, 2021, the Court issued an order providing directions to the Receiver in respect of the Personal Property Assets (as defined in the Second Report) and the Real Property Assets (as defined in the Second Report) (the "**Order for Directions**"). A copy of the Order for Directions along with the Endorsement of Justice Dietrich is attached hereto as **Appendix "11"**.
10. The Order for Directions declared that the Personal Property Assets (as defined in the Second Report) and the Real Property Assets (as defined in the Second Report), with the exception of the real property identified municipally as 250 Lions Court, Waterloo, Ontario, are assets of Trigger.

11. In accordance with the Court's e-service protocol all materials filed with the Court in this matter are available on the Receiver's case website at www.GrantThornton.ca/TWI.

DISCLAIMER

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

PURPOSE OF THE THIRD REPORT

15. The purpose of this third report of the Receiver to Court (the "**Third Report**") is to advise the Court on the Receiver's activities since its appointment and to provide information to the Court pertaining to the Receiver's request for Orders:
 - a) approving the Third Report and the activities of the Receiver described therein;
 - b) approving the Saugeen Beach Road sale transaction (the "**Saugeen Beach Road Transaction**") contemplated by an agreement of purchase and sale dated April 28, 2021 and accepted as at April 30, 2021 (the "**Saugeen Beach Road Sale Agreement**") between Richard Arthur Garland and Lisa Lynne Garland (collectively, the "**Purchasers**") and the Receiver for the purchase and sale of a property located at 157 Saugeen Beach Road, Port Elgin, Ontario ("**Saugeen Beach Road**");

- c) authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable for the completion of the Saugeen Beach Road Transaction;
- d) vesting in the Purchasers all of Jaimee Gdak's and the Debtors' right, title and interest in and to Saugeen Beach Road, free and clear of all encumbrances, except certain permitted encumbrances;
- e) approving the Receiver's Statement of Receipts and Disbursements as at April 30, 2021 (the "**SRD**");
- f) approving the fees and disbursements of the Receiver for the period from February 1, 2021 to April 30, 2021, as set out in the affidavit of Jacob Wiebe, sworn May 7, 2021;
- g) approving the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver, for the period from February 1, 2021 to April 30, 2021, as set out in the Affidavit of Christine Mason, sworn May 6, 2021; and
- h) sealing the Confidential Appendices to the Third Report until a closing of the Saugeen Beach Road Transaction.

BACKGROUND

- 16. The Debtors are incorporated in Ontario and were in the business of importing and distributing firearms and ammunition to customers throughout Canada. The Debtors' customers allegedly included Canadian Tire and Home Hardware, as well as many small gun shops, outdoor stores, police forces and the Canadian military. The registered address for the Debtors is 588 Colby Drive, Suite #1, Waterloo, Ontario (the "**Colby Drive Premises**"). The directors of Trigger are Mark Gdak ("**Mr. Gdak**"), Jaimee Lynn Gdak ("**Mrs. Gdak**") and Brian Richard Kelly ("**Brian Kelly**"). Brian Kelly also acted as the Debtors' legal counsel. Brian Kelly resigned as director of the Trigger shortly after the Interim Receiver was appointed.
- 17. Clearflow provided accounts receivable ("**AR**") factoring services to Trigger. As described in the Interim Receiver's Report, the First Report and the Second Report, Trigger did not conduct any business with the customers on the AR listings provided to Clearflow for factoring and all the invoices factored by Clearflow were false. While Trigger represented to Clearflow that its AR totalled \$64,074,258 as at October 13, 2020, the actual AR was \$944,073 and none of the real customer invoices were factored by Clearflow.

18. In the Second Report the Receiver described how the Personal Property Assets (as defined in the Second Report) and the Trigger Real Property Assets (as defined in the Second Report) were all purchased with Trigger funds which was obtained from Clearflow. The Order for Directions declared that the Personal Property Assets (as defined in the Second Report) and the Trigger Real Property Assets (as defined in the Second Report) are property of Trigger.

SALE OF 157 SAUGEEN BEACH ROAD

19. The Trigger Real Property includes Saugeen Beach Road. In the Second Report, the Receiver detailed listing proposals obtained from several realtors for the sale of Saugeen Beach Road and the Receiver's recommendation that RE/Max Land Exchange ("**RE/Max**") be engaged to market Saugeen Beach Road for sale.
20. Subsequent to the Court issuing the Order for Directions, the Receiver engaged Re/Max to list Saugeen Beach Road for sale.
21. In order to encourage offers and to effectively canvass the market, RE/Max, together with guidance from the Receiver:
 - a) created a brochure containing key information on Saugeen Beach Road;
 - b) installed signage on-site at Saugeen Beach Road;
 - c) created a dedicated website, detailing the purchase opportunity, which included, among other things, property information, photographs, and a detailed virtual tour; and
 - d) posted the listing on MLS, Realtor.ca, the agent's own commercial website and other shared advertising websites.
22. The Receiver provided Re/Max a form of an Agreement of Purchase and Sale that the Receiver recommended interested parties use to submit their offers.
23. The online listings had 785 different agent views and 143 different client views.
24. RE/Max completed 13 physical showings of the Purchased Property.
25. The Receiver corresponded with RE/Max on a frequent basis to discuss the sale process, marketing efforts, interested parties, sales strategies, and eventually the submitted offers.

26. After numerous showings and fourteen (14) days on the market, a bid submission deadline was set for April 28, 2021. Five offers were received by the bid submission deadline. A summary of the five offers received is attached in **Confidential Appendix “1”**.
27. The Receiver identified the offer from the Purchasers as the best and highest offer. Between April 28, 2021 and April 30, 2021, the Receiver entered into negotiations with the Purchasers, which culminated in the completion of a Saugeen Beach Road Sale Agreement. A copy of the Saugeen Beach Road Sale Agreement which is redacted to remove the selling price is attached hereto as **Appendix “12”**. A full copy of the Saugeen Beach Sale Agreement is attached hereto as **Confidential Appendix “2”**.
28. The Saugeen Beach Road Sale Agreement is conditional upon the Receiver obtaining an Approval and Vesting Order from the Court.
29. Closing of the Saugeen Beach Road Sale Transaction is scheduled for 10 days following the Court issuing an Approval and Vesting Order.

The Mark Gdak Property Claim

30. The Receiver has been in possession of Saugeen Beach Road since shortly after the Receivership Order was issued on October 22, 2021.
31. While the building envelope of Saugeen Beach Road is complete, there remains a significant amount of interior and exterior finishing to be completed. Much of the building materials required to complete the construction, as well as interior furnishing, was present at Saugeen Beach Road when the Receiver took possession of the property.
32. In marketing Saugeen Beach Road for sale, the Receiver advised interested purchasers that the contents of Saugeen Beach Road were to be included as part of the sale, except for a boat, a trailer and two all terrain vehicles located in the garage.
33. As noted above, the Receiver set a deadline for submission of offers from interested purchasers of April 28, 2021, by which date 5 offers were received.

34. On April 29, 2021, Mr. Gdak sent a Property Proof of Claim to the Receiver in which he claims a lengthy listing of items at Saugeen Beach Road to be his personal assets (the “**Gdak Property Claim**”).
35. Upon receiving the Gdak Property Claim, the Receiver advised the Purchasers of the claim. The Receiver and the Purchasers agreed that the Saugeen Beach Road Sale Agreement would list the items claimed in the Gdak Property Claim as excluded chattels in order to avoid a conflict on closing should the Receiver need to turn over these items to Mr. Gdak.
36. The Receiver issued Notice of Disallowance of the Gdak Property Claim on May 5, 2021 on the basis that Mr. Gdak had not provided any proof of ownership of the items claimed.
37. On May 7, 2021, Mr. Gdak and the Receiver, with the consent of the Purchasers, reached an agreement whereby the Receiver would release certain items of nominal value to Mr. Gdak and that Mr. Gdak would withdraw the Gdak Property Claim (the “**Gdak Personal Items**”). A listing of the Gdak Personal Items is attached hereto as **Appendix “13”**.
38. On May 10, 2021, the Receiver met with Mr. Gdak at Saugeen Beach Road and allowed Mr. Gdak to retrieve the Gdak Personal Items.

Court Approval of the Sale of Saugeen Beach Road

39. The Receiver conducted an extensive marketing process, which widely exposed Saugeen Beach Road to the market.
40. In light of the sale process conducted by the Receiver, the opinion of value received by the Receiver and the offers that were received for Saugeen Beach Road, the Receiver is of the opinion that the Saugeen Beach Road Sale Transaction represents the highest and best price that can be obtained for Saugeen Beach Road.
41. The Receiver's sale process was fair and reasonable. The Receiver made sufficient effort to obtain the best price and has not acted improvidently. The Saugeen Beach Road Sale Transaction is supported by Clearflow.
42. Accordingly, the Receiver respectfully requests that the Court approve the Saugeen Beach Road Sale Transaction, grant the Approval and Vesting Order and

authorize the Receiver to take all steps necessary to complete the Saugeen Beach Road Sale Transaction.

ACTIVITIES OF THE RECEIVER

43. Since its appointment, the Receiver's activities have included matters not otherwise described in the First Report, the Second Report and the Third Report, including, but not limited to:
- a) Preparing this Third Report;
 - b) closing the Inventory Transaction;
 - c) closing the Sea Ray Transaction; and
 - d) taking possession of the Personal Property Assets (as defined in the Second Report) and marketing them for sale.

APPROVAL OF PROFESSIONAL FEES

44. The Receiver and its counsel have maintained detailed records of their professional fees.
45. Pursuant to paragraph 27 of the Receivership Order, the Receiver and its counsel shall be paid their reasonable fees and disbursements and a charge was granted on the Property (as defined in the Receivership Order), as security for such fees and disbursements.
46. The total fees and disbursements of the Receiver from February 1, 2021 to April 30, 2021 amount to \$239,607.69 inclusive of disbursements and HST and are more particularly described in the affidavit of Jacob Wiebe sworn May 7, 2021, a copy of which is attached hereto as **Appendix "14"**.
47. The total fees and disbursements of the Receiver's counsel, BLG, from February 1, 2021 to April 30, 2021 amount to \$256,095.36 inclusive of disbursements and HST and are more particularly described in the affidavit of Christine Mason sworn May 6, 2021, a copy of which is attached hereto as **Appendix "15"**.
48. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP

49. The interim statement of receipts and disbursements of the Interim Receiver and Receiver as at April 30, 2021 (the "SRD"), is attached hereto as **Appendix "16"**.

CONFIDENTIAL APPENDICES

50. The Receiver believes that Confidential Appendix "1" and "2" should remain sealed until further order of the Court, as the information contained therein is commercially sensitive and could prejudice the sale of Saugeen Beach Road. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver, which may impact the price that interested purchasers are willing to offer for Saugeen Beach Road, should the Saugeen Beach Road Transaction not close.
51. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendices are sealed in this manner.

SUMMARY AND RECOMMENDATION

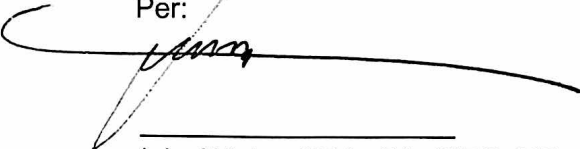
52. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the relief sought, as detailed in paragraph 15 of this Third Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

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

Per:



Jake Wiebe, CPA, CA, CIRP, LIT

Senior Vice-President

Appendix 16

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

THE HONOURABLE

)

TUESDAY, THE 18TH

JUSTICE HAINEY

)

DAY OF MAY, 2021

)

BETWEEN:



CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") and for certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated April 28, 2021 and accepted on April 30, 2021 (the "**Sale Agreement**") between the Receiver and

Richard Arthur Garland and Lisa Lynne Garland (the "**Purchasers**") for the purchase and sale of a property located at 157 Saugeen Beach Road, Port Elgin, Ontario (the "**Purchased Property**") and appended to the third report of the Receiver dated May 10, 2021 (the "**Third Report**"), the affidavit of Jacob Wiebe sworn May 7, 2021 (the "**Wiebe Affidavit**"), the affidavit of Christine Mason sworn May 6, 2021 (the "**Mason Affidavit**") and vesting in the Purchasers the Debtors' and Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the Third Report and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp. and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Mariela Adriana Gasparini sworn May 11, 2021 filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Property to the Purchasers.
2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchasers substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' or Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchasers, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Gilmore dated October 13, 2020; (ii) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated October 22, 2020; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security*

Act (Ontario) or any other personal property registry system; and (iv) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Property are hereby expunged and discharged as against the Purchased Property.

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

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

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

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

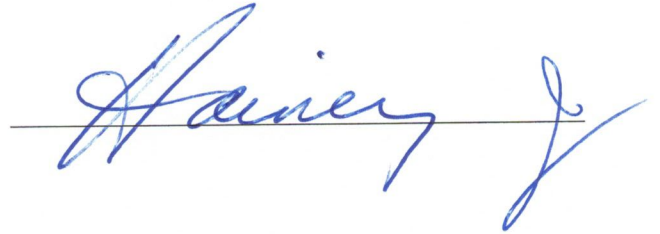
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors, or Jaimee Lynn Gdak, or any bankruptcy order issued pursuant to any such applications; and

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

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

7. **THIS COURT ORDERS** that the Third Report of the Receiver and the activities of the Receiver, as described in the Third Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
8. **THIS COURT ORDERS** that the statement of receipts and disbursements as at April 30, 2021, be and is hereby approved.
9. **THIS COURT ORDERS** that the fees and disbursements of the Receiver, as described in the Third Report and as set out in the Wiebe Affidavit, be and are hereby approved.
10. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's legal counsel, Borden Ladner Gervais LLP, as described in the Third Report and as set out in the Mason Affidavit, be and are hereby approved.
11. **THIS COURT ORDERS** that Confidential Appendices "1" and "2" to the Third Report be and are hereby sealed until the closing of the Transaction.
12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully

requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

A handwritten signature in blue ink, appearing to read "Hainey J", is written over a horizontal line. The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20–00649154–00CL

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

RECEIVER’S CERTIFICATE

RECITALS

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

B. Pursuant to an Order of the Honourable Mr. Justice McEwen of the Court dated October 22, 2020, GTL was appointed as the receiver (the "**Receiver**") of the undertaking, property and

assets of the Debtors and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak.

C. Pursuant to an Order of the Court dated May 18, 2021, the Court approved the agreement of purchase and sale dated April 28, 2021 and accepted on April 30, 2021 (the "**Sale Agreement**") between the Receiver and Richard Arthur Garland and Lisa Lynne Garland (the "**Purchasers**") and provided for the vesting in the Purchasers of the Debtors' or Jaimee Lynn Gdak's right, title and interest in and to the property located at 157 Saugeen Beach Road, Port Elgin, Ontario (the "**Purchased Property**"), which vesting is to be effective with respect to the Purchased Property upon the delivery by the Receiver to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the Purchase Price for the Purchased Property; (ii) that the conditions to Closing as set out in section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

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

Per:

Name:

Title:

Schedule B – Purchased Property

1. Real Property

157 Saugeen Beach Road, Port Elgin, Ontario, legally described as LT 1 PL 416; SAUGEEN SHORES, being all of PIN 33274-0322 (LT).

2. Chattels

All chattels situate on the Real Property as viewed by the Purchasers on April 23, 2021, save and except for the following, which shall be excluded from the Purchased Property:

- a) 2018 Scarab 255 Impulse, Serial No. PSBSD018F718;
- b) 2018 Karavan 255 Trailer, Serial No. 566S7BY23J2000014;
- c) 2019 Can-AM Outlander XM4KRK 8A50, Serial No. 3JBLWAU40KJ000180;
- d) 2019 Can-AM Outlander XM4KRK 8A50, Serial No. 3JBLWAU48KJ000377;
- e) Garden tools;
- f) Small tools;
- g) Lawnmower;
- h) Battery chargers;
- i) Camping equipment;
- j) Plates, cups, cutlery;
- k) Desk;
- l) Camping chairs, sleeping bags, umbrellas;
- m) Bedding, pillows, blankets;
- n) Towels;
- o) Chairs;
- p) Personal hygiene products;
- q) Kayaks;
- r) Paddle boards;
- s) Life jackets, helmets;
- t) BBQs;
- u) Buffalo head;
- v) Patio chairs;
- w) Ramps;
- x) Ladders;
- y) Propane Tanks;
- z) Small appliances;
- aa) Lamps and furnishings;
- bb) Food and beverages in the fridge;
- cc) Fishing gear;
- dd) Floaties (inflatable kids toys for the lake);
- ee) Carpet;
- ff) First aid equipment;
- gg) Children's toys, sporting equipment; and
- hh) Folding tables.

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

1. Application to Register a Court Order registered on October 23, 2020 as Instrument Number BR161115 in favour of Grant Thornton Limited;
2. Construction Lien registered on November 30, 2020 as instrument number BR162705 by Ace Lawn Care Inc.;
3. Construction Lien registered on December 16, 2020 as instrument number BR163349 by J.B. Construction Inc.;
4. Certificate of Action registered as instrument number BR165907 on February 26, 2021 by Ace Lawn Care Inc.; and
5. Certificate of Action registered as instrument number BR165833 on February 26, 2021 by J.B. Construction Inc.

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

(unaffected by the Vesting Order)

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land, to the extent such reservations, restrictions, rights of way, easements or covenants are preserved by Section 44 of the *Land Titles Act* (Ontario);
2. Any registered agreements with a municipality or a supplier of utility services including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
4. Any minor easements for the supply of utility service to the Real Property or adjacent properties;
5. Encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties, which surveys have been delivered to the Purchasers prior to execution of the Sale Agreement, and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Real Property and survey matters generally;
6. The exceptions and qualifications set forth in the *Land Titles Act* (Ontario); and
7. The reservations contained in the original grant from the Crown.

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESale, INC. et al.

Respondents

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

PROCEEDINGS COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
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Roger Jaipargas – LSO No. 43275C

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Email: rjaipargas@blg.com

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

Clearflow Commercial

v.

Triller Wholesale Inc. et al

① Motion granted on the terms
of the attached Approval and
Setting Order.

Hainey J.

May 18, 2021

Appendix 17

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

FOURTH REPORT OF THE RECEIVER

June 4, 2021



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

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Appendix 8	Supplemental Report to the Second Report of the Receiver dated March 16, 2021 (without appendices)
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Appendix 15	Saugeen Beach Road Approval and Vesting Order dated May 18, 2021
Appendix 16	Fictitious email correspondence and BMO banking documents
Appendix 17	652 Colby Drive Sale Agreement (Redacted)
Appendix 18	Scarab, ATVs and Sea Doos Bill of Sale dated May 11, 2021
Appendix 19	Trailer Appraisal
Appendix 20	Trailer Bill of Sale dated April 23, 2021
Appendix 21	CRA Claim
Appendix 22	Statement of Receipts and Disbursements dated May 31, 2021
Confidential Appendix 1	Summary of Offers Received for 652 Colby Drive

INTRODUCTION

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

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

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

copy of the April 15, 2021 Endorsement of Justice Dietrich is attached hereto as **Appendix “12”**

11. On May 26, 2021, Justice Dietrich released the Reasons for Decision in respect of the motion brought by Clearfow to enforce the guarantees executed by Mr. Gdak and Ms. Gdak in its favour. The Court issued a judgment declaring that the guarantees executed by each of Mr. Gdak and Ms. Gdak in favour of Clearflow are enforceable. The issue of the quantum of the liability on the guarantees is to be addressed at a case conference at a future date. A copy of the Reasons for Decision dated May 26, 2021 is attached hereto as **Appendix “13”**.
12. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Real Property Assets, all as defined in the Second Report, with the exception of the real property identified municipally as 250 Lions Court, Waterloo, Ontario, are assets of Trigger.
13. The Receiver filed its third report to Court dated May 10, 2021 (the “**Third Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 157 Saugeen Beach Road, Port Elgin, Ontario (the “**Saugeen Beach Road Transaction**”). A copy of the Receiver’s Third Report is attached hereto as **Appendix “14”** without appendices.
14. On May 18, 2021, the Court issued an approval and vesting order in respect of the Saugeen Beach Road Transaction (the “**Saugeen Beach Road Approval and Vesting Order**”). A copy of the Saugeen Beach Road Approval and Vesting Order, along with the Endorsement of Justice Hainey is attached hereto as **Appendix “15”**.
15. In accordance with the Court’s e-service protocol all materials filed with the Court in this matter are available on the Receiver’s case website at www.GrantThornton.ca/TWI.

DISCLAIMER

16. In preparing this fourth report of the Receiver to Court (the “**Fourth Report**”), the Receiver has reviewed certain unaudited financial information and certain financial information relating to the Debtors. While the Receiver has performed a preliminary

review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards (“**GAAS**”) or International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.

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

PURPOSE OF THE FOURTH REPORT

19. The purpose of this Fourth Report is to advise the Court on the Receiver’s activities since its appointment and to provide information to the Court pertaining to the Receiver’s request for Orders:
 - a) approving the Fourth Report and the activities of the Receiver described therein;
 - b) approving the 652 Colby Drive sale transaction (the “**652 Colby Drive Transaction**”) contemplated by an agreement of purchase and sale dated May 13, 2021 and accepted as at May 20, 2021 (the “**652 Colby Drive Sale Agreement**”) between Baka Properties Holdings Ltd. (the “**652 Colby Drive Purchaser**”) and the Receiver for the purchase and sale of a property located at 652 Colby Drive, Waterloo, Ontario (“**652 Colby Drive**”);
 - c) authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable for the completion of the 652 Colby Drive Transaction;
 - d) vesting in the 652 Colby Drive Purchaser all of Jaimak’s and the Debtors’ right, title and interest in and to 652 Colby Drive, free and clear of all encumbrances, except certain permitted encumbrances;

- e) approving the Receiver's proposed payment of Canada Revenue Agency (the "**CRA**") source deduction deemed trust claim (described herein)
- f) approving the Receiver's proposed interim distribution to Clearflow;
- g) approving the Receiver's Interim Statement of Receipts and Disbursements as at May 31, 2021 (the "**SRD**"); and
- h) sealing the Confidential Appendices to the Fourth Report until a closing of the 652 Colby Drive Transaction.

BACKGROUND

- 20. The Debtors are incorporated in Ontario and were in the business of importing and distributing firearms and ammunition to customers throughout Canada. The Debtors' customers allegedly included Canadian Tire and Home Hardware, as well as many small gun shops, outdoor stores, police forces and the Canadian military. The registered address for the Debtors is 588 Colby Drive, Suite #1, Waterloo, Ontario (the "**Colby Drive Premises**"). The directors of Trigger are Mr. Gdak, Ms. Gdak and Brian Richard Kelly ("**Brian Kelly**"). Brian Kelly also acted as the Debtors' legal counsel. Brian Kelly resigned as director of the Trigger shortly after the Interim Receiver was appointed.
- 21. Clearflow provided accounts receivable ("**AR**") factoring services to Trigger. As described in the Interim Receiver's Report, the First Report and the Second Report, Trigger did not conduct any business with the customers on the AR listings provided to Clearflow for factoring and all the invoices factored by Clearflow were false. While Trigger represented to Clearflow that its AR totalled \$64,074,258 as at October 13, 2020, the actual AR was \$944,073 and none of the real customer invoices were factored by Clearflow.
- 22. The Second Report the Receiver described how the Personal Property Assets and the Trigger Real Property Assets, all as defined in the Second Report, were all purchased with Trigger funds, which were obtained from Clearflow. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Trigger Real Property Assets are property of Trigger.

ACTIVITIES OF THE RECEIVER

23. The Second Report the Receiver described that Mr. Gdak created fictitious email addresses in order to impersonate Canadian Tire and Home Hardware employees for the apparent purpose of providing false information to Clearflow with respect to Trigger's business operations.
24. The Second Report also details how Mr. Gdak created fictitious email correspondence between himself and representatives of Clearflow for the apparent purpose of providing false information to Bank of Montreal ("**BMO**") with respect to Trigger's operational dealings with Clearflow.
25. The Receiver has now learned that Mr. Gdak also prepared fictitious documentation which Mr. Gdak provided to Clearflow for the apparent purpose of seeking to convince Clearflow that Trigger was holding millions of dollars in a reserve account at BMO. Copies of the emails and BMO banking documents are attached hereto as **Appendix "16"**.
26. The Receiver has presented these documents to BMO, who advised the Receiver that same are forged and that the bank accounts referenced in the documents have never existed.

SALE OF SAUGEEN BEACH ROAD

27. The Third Report the Receiver described the marketing and sale process in respect of the Saugeen Beach Road Transaction. Subsequently, the Court issued an approval and vesting order in respect of the Saugeen Beach Road Transaction.
28. The Saugeen Beach Road Transaction is scheduled to close on June 10, 2021.

SALE OF 652 COLBY DRIVE

29. The Trigger Real Property includes 652 Colby Drive. In the Second Report, the Receiver detailed listing proposals obtained from several realtors for the sale of 652 Colby Drive and the Receiver's recommendation that Colliers International ("**Colliers**") be engaged to market 652 Colby Drive for sale.

30. The Court approved the Receiver's listing recommendation in the March 31, 2021 Order for Directions. Therefore, the Receiver engaged Colliers to list 652 Colby Drive for sale.
31. In order to encourage offers and to effectively canvass the market, Colliers, together with guidance from the Receiver:
 - a) created a brochure containing key information on 652 Colby Drive;
 - b) installed signage on-site at 652 Colby Drive;
 - c) created a dedicated website, detailing the purchase opportunity, which included, among other things, property information, and photographs; and
 - d) posted the listing on MLS, Realtor.ca, and other shared advertising websites.
32. The Receiver provided Colliers with a form of an Agreement of Purchase and Sale that the Receiver recommended interested parties use to submit their offers.
33. Colliers received 21 inquiries about 652 Colby Drive and completed 14 physical showings.
34. The Receiver corresponded with Colliers on a frequent basis to discuss the sale process, marketing efforts, interested parties, sales strategies, and eventually, the submitted offers.
35. After numerous showings and twenty-seven (27) days on the market, a bid submission deadline was set for May 11, 2021. Five offers were received by the bid submission deadline. A summary of the five offers received is attached in **Confidential Appendix "1"**.
36. The Receiver identified the offer from the 652 Colby Drive Purchaser as the best and highest offer. Between May 11, 2021 and May 20, 2021, the Receiver entered into negotiations with the 652 Colby Drive Purchaser, which culminated in the completion of the 652 Colby Drive Sale Agreement. A copy of the 652 Colby Drive Sale Agreement, which is redacted to remove the selling price is attached hereto as **Appendix "17"**. A full copy of the 652 Colby Drive Sale Agreement is attached hereto as **Confidential Appendix "2"**.
37. The 652 Colby Drive Sale Agreement is conditional upon the Receiver obtaining an Approval and Vesting Order from the Court.

38. Closing of the 652 Colby Drive Sale Transaction is scheduled for 10 days following the Court issuing an Approval and Vesting Order.

Court Approval of the Sale of 652 Colby Drive

39. The Receiver conducted an extensive marketing process, which widely exposed 652 Colby Drive to the market.
40. In light of the sale process conducted by the Receiver, the opinion of value received by the Receiver and the offers that were received for 652 Colby Drive, the Receiver is of the opinion that the 652 Colby Drive Sale Transaction represents the highest and best price that can be obtained for 652 Colby Drive.
41. The Receiver's sale process was fair and reasonable. The Receiver made sufficient effort to obtain the best price and has not acted improvidently. The 652 Colby Drive Sale Transaction is supported by Clearflow.
42. Accordingly, the Receiver respectfully requests that the Court approve the 652 Colby Drive Sale Transaction, grant the Approval and Vesting Order and authorize the Receiver to take all steps necessary to complete the 652 Colby Drive Sale Transaction.

SALE OF PERSONAL PROPERTY ASSETS

43. The March 31, 2021 Order for Directions declared that the Personal Property Assets (as defined in the Second Report) are property of Trigger. The Personal Property Assets include the following assets, all as defined in the Second Report:
- a) The Scarab;
 - b) The ATVs;
 - c) The SeaDoos;
 - d) The Trailer;
 - e) The Range Rover;
 - f) Rolex Watch Diamond Dial Watch;
 - g) Breitling Watch;
 - h) Omega Watch;
 - i) Ladies 18 Karat Paladium Diamond Necklace; and
 - j) Rolex Datejust Diamond Dial Watch.

The Scarab, ATVs and SeaDoos

44. In the Second Report, the Receiver detailed that Trigger funds totalling \$141,398.98, plus HST, were used to purchase these assets as follows:

a) The Scarab	\$ 82,500.00
b) The ATVs	\$ 28,316.00
c) The SeaDoos	<u>\$ 30,582.98</u>
TOTAL	\$141,398.98

45. The Receiver received two offers to purchase all of these assets as follows:

a) Team Vincent	\$124,465.00
b) Scott Boldt	\$125,000.00

The Receiver negotiated with both interested purchasers, which resulted in the Receiver concluding the sale of these assets to Scott Boldt for \$145,000.00, plus HST, which is slightly greater than the original price paid by Trigger for these assets. As the purchase price for these assets was less than the monetary limit provided for at paragraph 5(k) of the Receivership Order, Court approval was not required in respect of same. A copy of the bill of sale is attached hereto as **Appendix “18”**.

46. The Receiver also arranged to pay storage fees owing to Team Vincent in the amount of \$1,784.50 for the SeaDoos.

The Trailer

47. The Receiver obtained an appraisal of the Trailer from Platinum Asset Appraisals which valued the Trailer at between \$5,000 and \$6,500. The Receiver sold the Trailer for \$6,500 plus HST. As the purchase price for the Trailer was less than the monetary limit provided for at paragraph 5(k) of the Receivership Order, Court approval was not required in respect of same. Copies of the Trailer Appraisal and the Trailer Bill of Sale are attached hereto as **Appendix “19”** and **“20”** respectively.

The Ranger Rover

48. Ms. Gdak requested that the Receiver permit her to retain the Range Rover until May 31, 2021 to allow her sufficient time to find alternative transportation. The Receiver agreed to Ms. Gdak's request. On May 31, 2021, Ms. Gdak arranged for the Range Rover to be delivered to the Receiver.

49. The Receiver is in the process of having the Range Rover appraised and arranging for its sale.

The Jewelry

50. The Receiver obtained possession of the following jewelry from Mr. Gdak, Ms. Gdak and Mr. Searles:
- a) Rolex Oyster Perpetual Datejust Two Tone Diamond Dial watch;
 - b) Breitling watch;
 - c) Omega watch;
 - d) Ladies gold and diamond necklace;
 - e) Ladies 18 karat Paladium and Diamond necklace; and
 - f) Ladies Rolex Oyster Perpetual Datejust Diamond Dial white gold watch.
51. The Receiver obtained a market value appraisal of the watches from Canadian Insurance Jewelry Appraisals and thereafter engaged Joel Spillman, a watch broker, to list the watches for sale on various watch resale websites.
52. The Ladies Rolex Oyster Perpetual Datejust Diamond Dial white gold watch was appraised at \$28,000 inclusive of HST. Mr. Spillman arranged to sell the watch for \$30,000 inclusive of HST. The Receiver paid Mr. Spillman a 15% selling commission on the sale.
53. The Receiver continues its attempts to sell the remaining jewelry.

PROPOSED INTERIM DISTRIBUTION

Secured Creditors

54. Based on a review of registrations made under the *Personal Property Security Act* (Ontario), as of November 2, 2020, the following parties have registered financing statements against Trigger's personal property:
- a) Clearflow, with a Master Purchase and Sale Agreement and General Security Agreement against Trigger's personal property ("**Clearflow Security**");
 - b) De Lage Landen Financial Services Canada Inc. ("**De Lage Landen**"), with a specific security interest over one (1) Konica Accuriopress Printer together with all parts and accessories ("**De Lage Security**");
 - c) Ford Credit Canada Company ("**Ford Credit**"), with a specific security interest over a 2018 Ford F150 VIN: 1FTFW1E13JFD46719 and a 2017 Ford F150 VIN: 1FTEW1EF6HFC54487 ("**Ford Security**");

- d) Mark Gdak, with a General Security Agreement against Trigger's personal property, subordinate to the Clearflow Security; and
 - e) The En Candre Group Inc., with a General Security Agreement against Trigger's personal property, subordinate to the Clearflow Security.
55. The Receiver's independent legal counsel, Borden Ladner Gervais LLP ("**Receiver's Counsel**") conducted a review of the Clearflow Security to confirm whether it was properly perfected and enforceable as against a trustee in bankruptcy.
56. Receiver's Counsel has issued a security opinion in respect of Clearflow's security interest over Trigger's personal property other than the Personal Property Assets (as defined in the Second Report), such personal property consisting of inventory and accounts receivable, dated May 21, 2021 (the "**Inventory and AR Security Opinion**"). The Inventory and AR Security Opinion states that, subject to customary caveats and qualifications, Clearflow's security interest over such personal property is valid and enforceable.
57. In reviewing the De Lage Security, the Receiver noted that the security was registered for certain leased equipment and that there did not appear to be any equity in the leased equipment. The Receiver subsequently disclaimed its interest in the subject leased equipment on December 14, 2020 and the leased equipment has since been repossessed by De Lage Landen.
58. In reviewing the Ford Security, the Receiver noted that the security was registered against specific leased vehicles, which appeared to have significant equity. The Receiver subsequently authorized Ford Credit to repossess the leased vehicles, provided that any equity resulting from the sale of the vehicles was paid to the Receiver. Ford Credit has subsequently repossessed the vehicles and has paid equity resulting from their sale in the amount of \$54,899.75 to the Receiver.

Priority Claims

59. The Canada Revenue Agency ("**CRA**") finalized its trust examination of Trigger's source deductions which resulted in CRA filing a proof of claim dated March 21, 2021 in the amount of \$456,633.56 of which \$394,582.82 is claimed in priority to all other secured claims (the "**CRA Priority Claim**"), with the remaining \$62,050.74 being unsecured. A copy of the claim is attached hereto as **Appendix "21"**.

RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP

- 60. The Receiver proposes to pay the CRA Priority Claim.
- 61. The Receiver further proposes to make an interim distribution to Clearflow in the amount of \$1,000,000 from the Receiver's realization from Trigger's inventory and accounts receivable.
- 62. The Receiver's interim statement of receipts and disbursements as at May 31, 2021 (the "SRD"), including the proposed distributions is attached hereto as **Appendix "22"**.

CONFIDENTIAL APPENDICES

- 63. The Receiver believes that Confidential Appendices "1" and "2" should remain sealed until the 652 Colby Drive Sale Transaction has closed, as the information contained therein is commercially sensitive and could prejudice the 652 Colby Drive Sale Transaction. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver, which may impact the price that interested purchasers are willing to offer for 652 Colby Drive Sale Transaction not close.
- 64. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendices "1" and "2" are sealed in this manner.

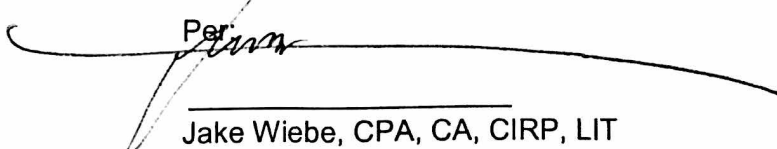
SUMMARY AND RECOMMENDATION

- 65. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the relief sought, as detailed in paragraph 19 of this Fourth Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

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

Per: 

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

CLEARFLOW COMMERCIAL and
FINANCE CORP.

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

Applicant

Respondents

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

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

BORDEN LADNER GERVAIS LLP
Barristers and Solicitors
East Tower, Bay Adelaide Centre
22 Adelaide St West #3400
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(LSO #43275C)

Lawyers for Grant Thornton Limited

Appendix 18

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

THE HONOURABLE) MONDAY, THE 14th
MR. JUSTICE CAVANAGH) DAY OF JUNE, 2021

B E T W E E N:



CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") and for certain real property owned by each of Jaimak Real Properties Inc. ("**Jaimak**") or Jaimee Lynn Gdak, for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated May 13, 2021 and accepted on May 20, 2021 (the "**Sale Agreement**") between the Receiver and Baka Properties Holdings Ltd. (the "**Purchaser**") for the purchase and sale of a

property located at 652 Colby Drive, Waterloo, Ontario (the "**Purchased Property**") and appended to the fourth report of the Receiver dated June 4, 2021 (the "**Fourth Report**"), and vesting in the Purchaser the Debtors' and Jaimak's right, title and interest in and to the Purchased Property, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the Fourth Report and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp., counsel for the Purchaser and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Mariela Adriana Gasparini sworn June 4, 2021 filed:

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

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

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

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for Land Titles Division of Waterloo (LRO#58) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

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

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

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

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

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

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

8. **THIS COURT ORDERS** that the interim statement of receipts and disbursements as at May 31, 2021, be and is hereby approved.

9. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to make a distribution to Canada Revenue Agency in the amount of \$394,582.82.

10. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to make a distribution to Clearflow Commercial Finance Corp. in the amount of \$1,000,000.

11. **THIS COURT ORDERS** that Confidential Appendices “1” and “2” to the Fourth Report be and are hereby sealed until the closing of the Transaction.

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

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20–00649154–00CL

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

RECEIVER’S CERTIFICATE

RECITALS

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

B. Pursuant to an Order of the Honourable Mr. Justice McEwen of the Court dated October 22, 2020, GTL was appointed as the receiver (the "**Receiver**") of the undertaking, property and

assets of the Debtors and certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak.

C. Pursuant to an Order of the Court dated June 14, 2021, the Court approved the agreement of purchase and sale dated May 13, 2021 and accepted on May 20, 2021 (the "**Sale Agreement**") between the Receiver and Baka Properties Holdings Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtors' and Jaimak's right, title and interest in and to the property located at 652 Colby Drive, Waterloo, Ontario (the "**Purchased Property**"), which vesting is to be effective with respect to the Purchased Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Property; (ii) that the conditions to Closing as set out in section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

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

Per: _____

Name:

Title:

Schedule B – Purchased Property

1. Real Property

652 Colby Drive, Waterloo, Ontario, legally described as LT 66 PL 1405; CITY OF WATERLOO, being all of PIN 22281-0110 (LT); and

2. Chattels

All chattels situate on the Real Property as of May 13, 2021 which the Receiver has the authority to sell.

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

1. Application to Register a Court Order registered on October 23, 2020 as Instrument Number WR1292381 in favour of ClearFlow Commercial Finance Corp.;
2. Construction Lien registered on November 12, 2020 as Instrument Number WR1297107 by J.B. Construction Inc.;
3. Construction Lien registered on November 30, 2020 as Instrument Number WR1301363 by Ace Lawn Care Inc.;
4. Certificate of Action registered on February 26, 2021 as Instrument Number WR1321471 by Ace Lawn Care Inc.; and
5. Certificate of Action registered on March 4, 2021 as Instrument Number WR1322731 by J.B. Construction Inc.

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

(unaffected by the Vesting Order)

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land, to the extent such reservations, restrictions, rights of way, easements or covenants are preserved by Section 44 of the *Land Titles Act* (Ontario);
2. Any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
4. Any minor easements for the supply of utility service to the Real Property or adjacent properties;
5. Encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties, which surveys have been delivered to the Purchaser prior to execution of the Sale Agreement, and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Real Property and survey matters generally;
6. The exceptions and qualifications set forth in the *Land Titles Act* (Ontario);
7. The reservations contained in the original grant from the Crown; and
8. APL (General) from Olympia Cabinets K-W Ltd. to 393934 Ontario Ltd. registered as instrument number LT118792 on June 9, 2003.

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC. et al.

Respondents

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

PROCEEDINGS COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
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Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Appendix 19

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

FIFTH REPORT OF THE RECEIVER

August 12, 2021



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

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INTRODUCTION

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

the Receiver to complete the sale of 43 Baker Road, Port Elgin, Ontario. A copy of the First Report is attached hereto as **Appendix “5”** without appendices.

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

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

the Second Report, (the “**Colby Drive Approval and Vesting Order and Initial Distribution Order**”). Copies of the Colby Drive Approval and Vesting Order and Initial Distribution Order, along with the Endorsement of Justice Cavanagh, are attached hereto as **Appendix “18”**.

17. In accordance with the Court’s e-service protocol all materials filed with the Court in this matter are available on the Receiver’s case website at www.GrantThornton.ca/TWI.

DISCLAIMER

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

PURPOSE OF THE FIFTH REPORT

21. The purpose of this Fifth Report is to advise the Court on the Receiver’s activities since the date of the Fourth Report and to provide information to the Court pertaining to the Receiver’s request for Orders:
 - a) approving the Fifth Report and the activities of the Receiver described therein;

- b) approving the Receiver's proposed sale of 265 Old Post Road (the "**Old Post Road Transaction**") contemplated by an agreement of purchase and sale dated June 29, 2021 and accepted as at June 30, 2021 (the "**Old Post Road Sale Agreement**") between Maria Elana Andrusiak Morland and Paul Arthur Alain Lemieux (collectively, the "**Old Post Road Purchasers**") and the Receiver for the purchase and sale of a property located at 265 Old Post Road, Waterloo, Ontario ("**Old Post Road**");
- c) authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable for the completion of the Old Post Road Transaction;
- d) vesting in the Old Post Road Purchasers all of the Receiver's and Ms. Gdak's right, title and interest in and to Old Post Road, free and clear of all encumbrances, except certain permitted encumbrances;
- e) approving a distribution to Clearflow in the amount of \$5,300,000 from the proceeds of the Trigger Real Property, as defined in the Second Report;
- f) approving a distribution to Waterloo North Condominium Corporation No. 9 in the amount of \$3,467 from the proceeds arising from the Old Post Road Transaction;
- g) authorizing and directing the Receiver and any third party in possession or control of any information obtained from the computers or cell phones for each of Mark Gdak and J. Gdak (the "**Information**") to provide the Information, or access to the Information, to Clearflow;
- h) approving the Receiver's Interim Statement of Receipts and Disbursements as at July 31, 2021 (the "**SRD**");
- i) approving the fees and disbursements of the Receiver for the period May 1, 2021 to July 31, 2021, as set out in the affidavit of Jacob Wiebe, sworn August 12, 2021;
- j) approving the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver for the period May 1, 2021 to July 31, 2021, as set out in the affidavit of Christine Mason, sworn August 6, 2021;
- k) sealing the Confidential Appendices to the Fifth Report until a closing of the Old Post Road Transaction.

BACKGROUND

22. The Debtors are incorporated in Ontario and were in the business of importing and distributing firearms and ammunition to customers throughout Canada. The Debtors' customers allegedly included Canadian Tire and Home Hardware, as well as many small gun shops, outdoor stores, police forces and the Canadian military. The registered address for the Debtors is 588 Colby Drive, Suite #1, Waterloo, Ontario (the "**Colby Drive Premises**"). The directors of Trigger are Mr. Gdak, Ms. Gdak and Brian Richard Kelly ("**Brian Kelly**"). Brian Kelly also acted as the Debtors' legal counsel. Brian Kelly resigned as director of the Trigger shortly after the Interim Receiver was appointed.
23. Clearflow provided accounts receivable ("**AR**") factoring services to Trigger. As described in the Interim Receiver's Report, the First Report and the Second Report, Trigger did not conduct any business with the customers on the AR listings provided to Clearflow for factoring and all the invoices factored by Clearflow were false. While Trigger represented to Clearflow that its AR totalled \$64,074,258 as at October 13, 2020, the actual AR was \$944,073 and none of the real customer invoices were factored by Clearflow.
24. In the Second Report the Receiver described how the Personal Property Assets and the Real Property Assets, all as defined in the Second Report, were all purchased with Trigger funds, which were obtained from Clearflow. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Trigger Real Property are property of Trigger.

GDAK ELECTRONIC RECORDS

25. Upon taking possession of the Trigger premises the Receiver noticed computer wires and accessories at the desks of Mr. and Ms. Gdak, however the computers were missing.
26. The Receiver demanded that Mr. and Ms. Gdak turn over these computers to the Receiver. Counsel for Mr. and Ms. Gdak refused to turn over the computers on the basis that they may contain privileged communications.
27. The Receiver and counsel for each of Mr. Gdak and Ms. Gdak agreed that counsel for Mr. Gdak and Ms. Gdak would engage a forensic expert to copy the data on Mr.

Gdak and Ms. Gdak's computers and cell phones, review and redact any communications they considered privileged, and provide the remaining data to the Receiver.

28. The Receiver followed up numerous times and the data was finally provided to the Receiver by counsel for each of Mr. Gdak and Ms. Gdak.
29. Clearflow has requested that the Receiver provide it with access to the Information. The Receiver believes that Clearflow is entitled to review the Information. The Receiver understands that counsel for each of Mr. Gdak and Ms. Gdak do not oppose Clearflow gaining access to the Information. While counsel for Mr. Gdak and Ms. Gdak have not opposed the Receiver providing the Information to Clearflow, they have also not provided their consent.
30. The Receiver therefore requests that the Court authorize and direct the Receiver and any third party in possession or control of any Information obtained from the computers or cell phones for each of Mr. Gdak and Ms. Gdak, to provide the Information, or access to the Information, to Clearflow.

SALE OF 652 COLBY DRIVE

31. Subsequent to the Court issuing the Colby Drive Approval and Vesting Order the Receiver made arrangements to complete the sale of 652 Colby Drive. The 652 Colby Drive Transaction closed on June 28, 2021.

SALE OF OLD POST ROAD

32. In the Second Report, the Receiver detailed how Ms. Gdak was the registered owner of Old Post Road and that payment to purchase the property was made entirely by Trigger, with funds it obtained from Clearflow.
33. The March 31, 2021 Order for Directions subsequently declared Trigger to be the owner of Old Post Road.
34. In the Second Report, the Receiver reported that Old Post Road was occupied by Ms. Gdak's parents, William and Kathryn Clayton (the "**Claytons**"), pursuant to the Clayton License Agreement, as defined in the Second Report. The Second Report also stated that the Receiver had received a copy of an email from William Clayton

to Mr. Gdak, advising that the Claytons intended to vacate Old Post Road by July 31, 2021.

35. In the Second Report the Receiver detailed listing proposals obtained from several realtors for the sale of Old Post Road and the Receiver's recommendation that RE/Max Twin City Realty Inc. ("**RE/Max**") be engaged to market Old Post Road for sale.
36. The Court approved the Receiver's listing recommendation in the March 31, 2021 Order for Directions. The Receiver intended to wait to list Old Post Road for sale until the Claytons had vacated the property, however, on May 27, 2021 the Receiver received an email from William Clayton requesting that the Receiver allow the Claytons to remain at Old Post Road until August 31, 2021. The Receiver agreed to this request on the basis that the Claytons would provide full cooperation with the Receiver listing Old Post Road for sale and with any attendances required by RE/Max to show the property to interested purchasers. The Claytons agreed to the Receiver's terms of the extension.
37. The Receiver thereafter engaged RE/Max to list Old Post Road for sale.
38. In order to encourage offers and to effectively canvass the market, RE/Max, together with guidance from the Receiver, took the following steps:
 - a) created a brochure containing key information on Old Post Road;
 - b) created a dedicated website, detailing the purchase opportunity, which included, among other things, property information and photographs; and
 - c) posted the listing on MLS, Realtor.ca and other shared advertising websites.
39. The Receiver provided RE/Max with a form of an Agreement of Purchase and Sale that the Receiver recommended interested parties use to submit their offers.
40. The Old Post Road listing received 355 unique viewings online and 8 physical showings were completed by RE/Max.
41. The Receiver corresponded with RE/Max on a frequent basis to discuss the sale process, marketing efforts, interested parties, sales strategies, and eventually, the submitted offer.
42. After seven (7) days of "coming soon" advertising, 8 showings and seven (7) days on the market, a bid submission deadline was set for June 29, 2021. One offer

was received by the bid submission deadline. RE/Max inquired with all the other parties that attended the property for a viewing and determined that no other offers would be submitted in the near future by these parties.

43. Between June 29, 2021 and June 30, 2021, the Receiver entered into negotiations with the Old Post Road Purchasers, which culminated in the completion of the Old Post Road Sale Agreement. A summary of the offers received, and the appraised value of Old Post Road is attached in **Confidential Appendix “1”**. A copy of the Old Post Road Sale Agreement, which is redacted to remove the selling price, is attached hereto as **Appendix “19”**. A full copy of the Old Post Road Sale Agreement is attached hereto as **Confidential Appendix “2”**.
44. The Old Post Road Sale Agreement was conditional upon the Old Post Road Purchasers arranging for financing by way of a new first charge/mortgage, which condition was subsequently satisfied. Attached hereto as **Appendix “20”** is a copy of the Notice of Fulfillment.
45. The Old Post Road Sale Agreement was also conditional upon the Receiver obtaining an Approval and Vesting Order from the Court. Closing of the Old Post Road Transaction is scheduled for the later of September 2, 2021 or 10 days following the Court issuing an Approval and Vesting Order, but no later than September 30, 2021.

Court Approval of the Sale of 265 Old Post Road

46. The Receiver conducted an extensive marketing process, which widely exposed Old Post Road to the market.
47. In light of the sale process conducted by the Receiver, the opinion of value received by the Receiver and the offer that was received for Old Post Road, the Receiver is of the opinion that the Old Post Road Transaction represents the highest and best price that can be obtained for Old Post Road.
48. The Receiver’s sale process was fair and reasonable. The Receiver made sufficient effort to obtain the best price and has not acted improvidently. The Old Post Road Transaction is supported by Clearflow.

49. Accordingly, the Receiver respectfully requests that the Court approve the Old Post Road Transaction, grant the Approval and Vesting Order and authorize the Receiver to take all steps necessary to complete the Old Post Road Transaction.

SALE OF PERSONAL PROPERTY ASSETS

50. The March 31, 2021 Order for Directions declared that the Personal Property Assets (as defined in the Second Report) are property of Trigger. The Personal Property Assets include the following assets, all as defined in the Second Report:
- a) The Scarab;
 - b) The Sea Ray;
 - c) The ATVs;
 - d) The Sea Doos;
 - e) The Trailer;
 - f) The Range Rover;
 - g) Rolex Watch Diamond Dial Watch;
 - h) Breitling Watch;
 - i) Omega Watch;
 - j) Ladies 18 Karat Paladium Diamond Necklace; and
 - k) Rolex Datejust Diamond Dial Watch.
51. As described in the Fourth Report, collection and monetization efforts of the Personal Property Assets have been ongoing. To date, the Receiver has been able to monetize the Scarab, the Sea Ray, the ATVs, the Sea Doos, the Trailer, the Ladies Rolex Oyster Perpetual Datejust Diamond Dial white gold watch, the Omega Watch and the Breitling Watch.

The Range Rover

52. As described in the Fourth Report, the Receiver is in possession of the Range Rover. The Receiver has engaged Manheim Auctions Inc., to complete the sale of the Range Rover and will report to the Court once a sale is complete.

The Jewelry

53. As reported in the Fourth Report and in this Fifth Report, the Receiver completed the sale of some of the jewelry and the following jewelry remains to be sold:
- a) Rolex Oyster Perpetual Datejust Two Tone Diamond Dial watch;

- b) Breitling Bentley 18k Rose Gold Crocodile Strap watch (the “**Breitling Watch**”);
 - c) Omega Seamaster Planet Ocean GMT watch (the “**Omega Watch**”);
 - d) Ladies gold and diamond necklace; and
 - e) Ladies 18 Karat Paladium and Diamond necklace.
54. The Receiver has now also sold the Breitling Watch and the Omega Watch with the assistance of a watch broker.
55. The Receiver will continue to advance its efforts to sell the remaining Personal Property Assets and will report on the outcome of these efforts in a future report to the Court.

PROPOSED INTERIM DISTRIBUTION

Secured Creditors

56. In the Fourth Report, the Receiver outlined the various registrations made under the *Personal Property Security Act* (Ontario). As of November 2, 2020, the following parties have registered financing statements against Trigger’s personal property:
- a) Clearflow, with a Master Purchase and Sale Agreement and General Security Agreement against Trigger’s personal property (“**Clearflow Security**”);
 - b) De Lage Landen Financial Services Canada Inc. (“**De Lage Landen**”), with a specific security interest over one (1) Konica Accuriopress Printer, together with all parts and accessories (“**De Lage Security**”);
 - c) Ford Credit Canada Company (“**Ford Credit**”), with a specific security interest over a 2018 Ford F150 VIN: 1FTFW1E13JFD46719 and a 2017 Ford F150 VIN: 1FTEW1EF6HFC54487 (“**Ford Security**”);
 - d) Mark Gdak, with a General Security Agreement against Trigger’s personal property, subordinate to the Clearflow Security; and
 - e) The En Candre Group Inc., with a General Security Agreement against Trigger’s personal property, subordinate to the Clearflow Security.

Security Opinions

57. The Receiver's independent legal counsel, BLG, conducted a review of the Clearflow Security to confirm whether it was properly perfected and enforceable as against a trustee in bankruptcy.

Inventory and Accounts Receivable

58. As noted in the Fourth Report, the Receiver's counsel issued a security opinion in respect of Clearflow's security interest over Trigger's personal property, other than the Personal Property Assets, (as defined in the Second Report), such personal property consisting of inventory and accounts receivable, which security opinion was dated May 21, 2021 (the "**Inventory and AR Security Opinion**"). The Inventory and AR Security Opinion states that, subject to customary caveats and qualifications, Clearflow's security interest over such personal property is valid and enforceable.
59. As a result of the Inventory and AR Security Opinion, the Court granted the Colby Drive Approval and Vesting Order and Initial Distribution Order, which provided for, *inter alia*, a distribution to Clearflow in the amount of \$1,000,000.

Personal Property Assets

60. On June 18, 2021, the Receiver's counsel issued a security opinion in respect of Clearflow's security interest over the Personal Property Assets, as defined in the Second Report, (the "**Personal Property Assets Opinion**"). As the realization of the Personal Property Assets is ongoing at this time, the Receiver will report on the review of the Clearflow Security with regard to the Personal Property Assets in a future report to the Court.

Real Property Assets

61. On June 30, 2021, the Receiver's counsel issued a security opinion in respect of Clearflow's security interest over the Trigger Real Property, as defined in the Second Report, (the "**Real Property Opinion**"). The Real Property Opinion states that, subject to customary caveats and qualifications, Clearflow has a security interest and an equitable mortgage in respect of the Trigger Real Property that is valid and enforceable. A copy of the Real Property Opinion is attached hereto as **Appendix "21"**.

62. The Real Property Opinion mentions a number of liens that are filed against the Trigger Real Property, as defined in the Second Report. The liens are summarized as follows:

Property	Registration	Type of Lien	Amount
157 Saugeen Beach Road	Ace Lawn Care Inc. (" Ace ")	Construction	\$425,383
157 Saugeen Beach Road	J.B. Construction Inc. (" JBC ")	Construction	\$51,701
652 Colby Drive	Ace	Construction	\$9,388
652 Colby Drive	JBC	Construction	\$90,171
265 Old Post Road	Ace	Construction	\$50,544
		TOTAL	\$627,187

63. The Receiver and Receiver's counsel are reviewing the liens. The Receiver proposes to hold the amount of \$783,983.75 from any distribution calculated, being the total amount of the liens, plus 25% (\$156,796.75), which the Receiver understands is the amount typically required under the *Construction Act* to vacate a lien.
64. The realizations from the Trigger Real Property and the proposed amount to be held for future lien resolution has been summarized and attached hereto as **Confidential Appendix "3"**. This summary is included as a Confidential Appendix as it includes the proposed sale price for Old Post Road.
65. There is one additional lien registered against Old Post Road as follows:

Property	Registration	Type of Lien	Amount
265 Old Post Road	Waterloo North Condominium Corporation No. 9	Condominium	\$3,467

66. The Receiver has investigated this lien and believes it to be valid and enforceable and proposes to pay this lien on closing of the Old Post Road Transaction from the sale proceeds.

APPROVAL OF PROFESSIONAL FEES

67. The Receiver and its counsel have maintained detailed records of their professional fees.
68. Pursuant to paragraph 27 of the Receivership Order, the Receiver and its counsel shall be paid their reasonable fees and disbursements and a charge was granted on the Property (as defined in the Receivership Order), as security for such fees and disbursements.
69. The total fees and disbursements of the Receiver from May 1, 2021 to July 31, 2021 amount to \$130,481.73 inclusive of disbursements and HST and are more particularly described in the affidavit of Jacob Wiebe sworn August 12, 2021, a copy of which is attached hereto as **Appendix “22”**.
70. The total fees and disbursements of the Receiver’s counsel, BLG, from May 1, 2021 to July 31, 2021 amount to \$291,246.51 inclusive of disbursements and HST and are more particularly described in the affidavit of Christine Mason sworn August 6, 2021, a copy of which is attached hereto as **Appendix “23”**.
71. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP

72. The SRD, including the proposed distributions, is attached hereto as **Appendix “24”**.

Proposed Distribution

73. The Receiver proposes to retain the proceeds from sale of Personal Property Assets in the amount of \$843,093.
74. The Receiver also proposes to retain \$783,983, on account of the above noted liens, as allocated to the proceeds from the sale of each of the Trigger Real Property, as detailed in Confidential Appendix “3”.
75. The Receiver also proposes to retain the amount of \$500,000 pending completion of the Receivership.

76. The Receiver proposes to make a distribution to Clearflow from the realizations derived from the Trigger Real Property in the amount of \$5,300,000.
77. The Receiver proposes to pay the lien registered by the Waterloo North Condominium Corporation No. 9 in the amount of \$3,467 from the proceeds of the sale of Old Post Road.

CONFIDENTIAL APPENDICES

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

SUMMARY AND RECOMMENDATION

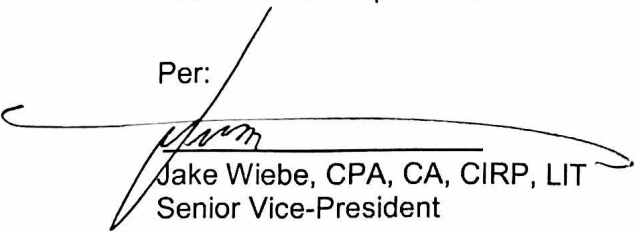
80. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the relief sought, as detailed in paragraph 21 of this Fifth Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

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

Per:



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

CLEARFLOW COMMERCIAL and
FINANCE CORP.

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

Applicant

Respondents

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

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

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

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

Lawyers for Grant Thornton Limited

Appendix 20

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

THE HONOURABLE	)	FRIDAY, THE 20 TH
	)	
MADAM JUSTICE CONWAY	)	DAY OF AUGUST, 2021

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents



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

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") and for certain real property owned by each of Jaimak Real Properties Inc. ("**Jaimak**") or Jaimee Lynn Gdak, for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated June 29, 2021 and accepted on June 30, 2021 (the "**Sale Agreement**") between the Receiver and Maria Elana Andrusiak Morland and Paul Arthur Alain Lemieux (collectively, the

"**Purchasers**") for the purchase and sale of a property located at 265 Old Post Rd, Waterloo, Ontario (the "**Purchased Property**") and appended to the fifth report of the Receiver dated August 12, 2021 (the "**Fifth Report**"), and vesting in the Purchasers the Debtors' and Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the Fifth Report and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp., counsel for the Purchasers and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Mariela Adriana Gasparini sworn August 13, 2021 filed:

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

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

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

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for Land Titles Division of Waterloo (LRO#58) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchasers as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

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

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

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

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

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

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

7. **THIS COURT ORDERS** that Confidential Appendices “1”, “2” and “3” to the Fifth Report be and are hereby sealed until the closing of the Transaction.

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



Madam Justice Conway

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20–00649154–00CL

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

RECEIVER’S CERTIFICATE

RECITALS

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

B. Pursuant to an Order of the Honourable Mr. Justice McEwen of the Court dated October 22, 2020, GTL was appointed as the receiver (the "**Receiver**") of the undertaking, property and

assets of the Debtors and certain real property owned by each of Jaimak Real Properties Inc. ("**Jaimak**") or Jaimee Lynn Gdak.

C. Pursuant to an Order of the Court dated August 20, 2021, the Court approved the agreement of purchase and sale dated June 29, 2021 and accepted on June 30, 2021 (the "**Sale Agreement**") between the Receiver and Maria Elana Andrusiak Morland and Paul Arthur Alain Lemieux (collectively, the "**Purchasers**") and provided for the vesting in the Purchasers of the Debtors' and Jaimee Lynn Gdak's right, title and interest in and to the property located at 265 Old Post Rd, Waterloo, Ontario (the "**Purchased Property**"), which vesting is to be effective with respect to the Purchased Property upon the delivery by the Receiver to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the Purchase Price for the Purchased Property; (ii) that the Purchasers' financing condition to Closing as set out in Schedule A to Form 101 of the Sale Agreement and the condition set out in Section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchasers has paid and the Receiver has received the Purchase Price for the Purchased Property payable on the Closing Date pursuant to the Sale Agreement;
2. The Purchasers' financing condition to Closing as set out in Schedule A to Form 101 of the Sale Agreement and the condition set out in Section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

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

Per: _____

Name:

Title:

Schedule B – Purchased Property

1. Real Property

265 Old Post Rd, Waterloo, Ontario, legally described as UNIT 3, LEVEL 1, WATERLOO NORTH CONDOMINIUM PLAN NO. 9; BLK A PL 1292; PTS 1 & 2 CTA 903 AS MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION486152; S/T RIGHT OF WAY OVER PTS 4 & 5 58R12488 AS IN LT61266; RELEASE OF EASE 443531 AS IN LT61267; T/W RIGHT OF WAY AS IN LT61268; WATERLOO, being all of PIN 23009-0003 (LT).

2. Chattels

All chattels situate on the Real Property as viewed by the Purchasers prior to the execution of the Sale Agreement, save and except for the following, which shall be excluded from the Purchased Property:

- a) Freezer in storeroom;
- b) Washer and dryer;
- c) All art;
- d) All indoor and outdoor furniture;
- e) All outdoor “potted” flowers except large planters;
- f) Water feature and supporting rocks;
- g) All items in garage including workbenches and cabinets;
- h) Guest bathroom shower curtain and rod; and
- i) Eco thermostat.

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

1. Application to Register a Court Order registered on October 23, 2020 as Instrument Number WR1292380 in favour of ClearFlow Commercial Finance Corp.;
2. Construction Lien registered on November 30, 2020 as Instrument Number WR1301358 by Ace Lawn Care Inc.;
3. Condominium Lien registered on February 22, 2021 as Instrument Number WR1319748 by Waterloo North Condominium Corporation No. 9; and
4. Certificate of Action registered on February 26, 2021 as Instrument Number WR1321474 by Ace Lawn Care Inc.

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

(unaffected by the Vesting Order)

1. any reservations, restrictions, rights of way, easements or covenants that run with the land, to the extent such reservations, restrictions, rights of way, easements or covenants are preserved by Section 44 of the Land Titles Act (Ontario);
2. any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. all laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
4. any minor easements for the supply of utility service to the Real Property or adjacent properties;
5. encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties, which surveys have been delivered to the Buyer prior to execution of the Sale Agreement, and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Real Property and survey matters generally;
6. the exceptions and qualifications set forth in the Land Titles Act (Ontario);
7. the reservations contained in the original grant from the Crown;
8. Application to Annex Restrictive Covenant registered on September 8, 1970 as Instrument Number Z432164;
9. By-Law registered on January 23, 1973 as Instrument Number 486231;
10. By-Law registered on February 12, 2001 as Instrument Number LT56788 by Waterloo North Condominium Corporation No. 9;
11. Transfer of Right-of-Way registered on May 30, 2001 as Instrument Number LT61266 by Waterloo North Condominium Corporation No. 9 in favour of The Corporation of The City of Waterloo;
12. Condominium By-Law No.3 registered on May 5, 2003 as Instrument Number LT113123 by Waterloo North Condominium Corporation No. 9;

13. Notice of Agreement (amending the By-Law registered as Instrument Number 486231) registered on May 6, 2003 as Instrument Number LT113313 by Waterloo North Condominium Corporation No. 9;
14. Condominium By-Law No.4 registered on August 10, 2004 as Instrument Number WR62446 by Waterloo North Condominium Corporation No. 9; and
15. Notice of Condominium Agreement registered on October 29, 2020 as Instrument Number WR1293533 by Waterloo North Condominium Corporation No. 9.

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC. et al.

Respondents

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

PROCEEDINGS COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

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

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

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

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

THE HONOURABLE	)	FRIDAY, THE 20th
	)	
MADAM JUSTICE CONWAY	)	DAY OF AUGUST, 2021

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

ORDER

THIS MOTION, made by Grant Thornton Limited (“**GTL**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) of the assets, property and undertaking of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the “**Debtors**”) and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, as set out in Schedule “A” (collectively, the “**Real Property**”) to the Order of Mr. Justice McEwen dated October 22, 2020 (the “**Appointment Order**”), for an order, for the relief as set out in the Notice of Motion dated August 12, 2021, was heard this day by Zoom videoconference due to the COVID-19 pandemic.



ON READING the fifth report of the Receiver dated August 12, 2021 (the "**Fifth Report**"), the affidavit of Jacob Wiebe sworn August 12, 2021 (the "**Wiebe Affidavit**"), the affidavit of Christine Mason sworn August 6, 2021 (the "**Mason Affidavit**") and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp, counsel for the Respondents and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served, as appears from the affidavit of Mariela Adriana Gasparini sworn August 13, 2021.

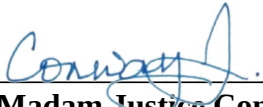
1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the Fifth Report.
3. **THIS COURT ORDERS** that the Fifth Report of the Receiver and the activities of the Receiver, as described in the Fifth Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
4. **THIS COURT ORDERS** that the interim statement of receipts and disbursements as at June 30, 2021, be and is hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period May 1, 2021 to July 31, 2021, as set out in the Wiebe Affidavit, be and are hereby approved.
6. **THIS COURT ORDERS** that the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver for the period May 1, 2021 to August 31, 2021, as set out in the Mason Affidavit be and is hereby approved.
7. **THIS COURT ORDERS** that the Receiver is authorized to make a distribution to Clearflow Commercial Finance Corp. ("**Clearflow**") in the amount of \$5,300,000, from the proceeds of the Trigger Real Property, as described in the Fifth Report.

8. **THIS COURT ORDERS** that the Receiver is authorized to make a distribution to Waterloo North Condominium Corporation No. 9 in the amount of \$3,467, solely from the proceeds arising from the sale of the property located at 265 Old Post Rd, Waterloo, Ontario.

9. **THIS COURT ORDERS** that the Receiver is authorized to provide any information obtained from the computers or cell phones for each of Mark Gdak and Jaimee Lynn Gdak that has been produced to the Receiver (the “**Information**”), or access to the Information to Clearflow.

10. **THIS COURT ORDERS** that any third party in possession or control of the Information, is authorized and directed to provide the Information, or access to the Information to Clearflow.

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



Madam Justice Conway

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale, INC. et al.

Applicant

Respondents

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

PROCEEDING COMMENCED AT
TORONTO

ORDER

BORDEN LADNER GERVAIS LLP

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

Endorsement of Justice Conway dated August 20, 2021:

The Receiver seeks various relief as set out in its motion materials and the Fifth Report, including approval of the sale and an AVO for the Old Post Road transaction; sealing the confidential appendices to the report; authority for the Receiver to provide to Clearflow the information the Receiver received from the Gdaks' cell phones and computers; approval of a distribution to Clearflow from the Trigger real property sales of \$5.3 million on top of the \$1 million previously distributed to it; approval of a minor distribution to Waterloo North Condominium Corporation No. 9; approval of receipts and disbursements; and approval of fees and disbursements for the Receiver and its counsel.

The relief sought is unopposed.

I am satisfied that the sale transaction for Old Post Road meets the *Soundair* test and should be approved. I am granting the AVO.

The request for a sealing order for the confidential appendices to the Receiver's report pending completion of the sale transaction meets the *Sierra Club* test and is granted.

With respect to the information from the cell phones and computers, counsel for Gdaks have modified the order so that it applies only to information that has been produced to the Receiver.

With respect to the distribution to Clearflow, I note that this is the second distribution and will, in the aggregate, amount to \$6.3 million. While there may be a question as to the exact quantum of Trigger's debt to Clearflow, the Receiver's counsel has satisfied me that, based on the record, it is well in excess of the combined distributions. No one in attendance today suggested otherwise or opposed the distribution of an additional \$5.3 million to Clearflow. There are no other secured creditors on the Trigger real property in question and provision has been made to cover outstanding liens.

With respect to Clearflow's security over the Trigger Real Property, the Receiver's counsel provided a lengthy and detailed opinion, included in the motion materials, that Clearflow has a security interest and equitable mortgage on those properties. Again, no one has challenged or opposed a distribution based on the validity of Clearflow's security.

The remaining ancillary relief is straightforward and acceptable.

I have signed two orders today – the AVO for the Old Post Road property and the ancillary order with the remaining relief. I have attached the orders to this email endorsement. The orders are effective from today's date and are enforceable without the need for entry and filing.



Superior Court of Justice (Toronto)

Appendix 21



Canada Revenue
Agency

Agence du revenu
du Canada

August 26, 2021

Trigger Wholesale, Inc.
C/O Grant Thornton Limited
200 King Street West
Toronto, ON M5H 3T4

Attention: Jason Kanji, CPA, CA, Manager, Restructuring

Dear Jason Kanji:

Subject: Goods and Services Tax (GST)/ Harmonized Sales Tax (HST) Audit for the
period July 1, 2017 to October 13, 2020
Business Account Number 80102 0249 RT0001

As per your request during our virtual meeting conducted August 25, 2021 this letter serves as confirmation on the proposed audit adjustments and the assessing position for the audit of the GST/HST returns for Trigger Wholesale, Inc. Based on information to date the proposed adjustments are as summarized in the table below. Please be aware that the amounts do not include any applicable interest charges and that interest continues to accrue each day that an assessment is outstanding.

GST/HST Year End	Line 108 - Input Tax Credits as Claimed [A]	Input Tax Credits as Verified (per CBSA Report) to be allowed provided provisions of s. 169 and ss. 141.01 of the ETA satisfied [B]	Disallowed Input Tax Credits pursuant to ETA ss. 169(1), ss. 169(4) and paragraph 296(1)(b)
June 30, 2018	\$ 2,439,657.09	\$ 202,050.30	\$ 2,237,606.79
June 30, 2019	\$ 6,602,027.45	\$ 186,041.40	\$ 6,415,986.05
June 30, 2020	\$ 5,793,143.60	\$ 82,413.07	\$ 5,710,730.53
July 1, 2020 to October 13, 2020 (*)	\$ -	\$ 7,128.74	-\$ 7,128.74
Totals for Audit by Year/Period	\$ 14,834,828.14	\$ 477,633.51	\$ 14,357,194.63

(*) Note: No input tax credits were claimed/reported from July 1, 2020 to October 13, 2020. Per information from the CBSA there was GST paid on imported goods totalling \$7,128.74 for this period. This additional GST will therefore be allowed as part of the Audit provided that provisions under ETA section 169 and subsection 141.01 are satisfied.

During the audit, a number of areas were reviewed for compliance with GST/HST legislation as per Part IX of the Excise Tax Act (ETA). The following area requires adjustments as noted:

Inadequate and Unreliable Books and Records

Following the completion of the GST/HST audit, we found the books and record-keeping system inadequate and unreliable. Consequently the books and records are not in compliance with the provisions of subsection 286(1) of the ETA.

Ineligible Input Tax Credits (ITC) claimed – refer to Appendix A for details

Given the state of the books and records, the auditor proceeded to plan and perform alternate audit methods to determine the eligible input tax credits. Subsection 299(1) of the ETA provides that the Minister is not bound by any return, application or information provided by or on behalf of any person. In addition, the Minister may make an assessment notwithstanding, or in the absence of, any return, application or information.

The auditor was able to verify certain ITC amounts based on third party documentation as presented by the Canada Border Service Agency (CBSA) in regards to goods imported into Canada by Trigger Wholesale, Inc. The CBSA confirmed the GST at 5%, which was paid to the CBSA at the time of importation of the goods.

During the course of the audit, the auditor determined the following in regards to the expenses and capital property purchases as claimed by Trigger Wholesale, Inc. as part of the Corporate Income Tax Return (T2) filings for the taxation years ended March 31, 2018, March 31, 2019 and March 31, 2020. There were expenses and purchases of capital property, which were potentially incurred for personal use by the principals of the corporation under audit. The expenses and purchases being referred to, but are not limited to, are: vehicle purchases and expenses, meals and entertainment, office expenses, repairs and maintenance and travel expenses. Based on preliminary discussions it is expected that any documentation, which could be presented to the auditor for review, would have limited value. Consequently, the auditor is unable to fairly substantiate the nature of these expenses and purchases for the purpose of verifying the eligibility to claim input tax credits for the related GST/HST that may or may not have been paid to the suppliers and vendors.

In addition, the auditor was unable to verify if there was GST/HST invoiced and paid by Trigger Wholesale, Inc. on the royalty fees by the financier as no documentation has been presented to support any potential input tax credit amounts, which may have been claimed during the audit period.

Due to the auditor's findings, any GST/HST claimed as input tax credits above and beyond what has been verified by the CBSA as GST paid to the CBSA for goods imported into Canada have been disallowed. The ITC amounts not allowed will be assessed as disallowed input tax credits pursuant to ETA subsection 169(1), subsection 169(4) and paragraph 296(1)(b). Please refer to Policy Statement P-112R, Assessment of Tax Payable where a Purchaser is Insolvent for more information. Please refer to Appendix A for the proposed audit adjustments by GST/HST filing period.

Potential Overstatement of Sales and GST/HST Collectible

Based on the audit findings from the documentation obtained from the CBSA it was determined sales and GST/HST collectible figures as reported on lines 101 and 105 of the GST/HST returns for the audit period may have been overstated.

Subsection 232(1) of the ETA outlines the circumstances from which an adjustment, refund, or credit of GST/HST may occur. As a general rule, a supplier/registrant is permitted to adjust, refund or credit GST/HST in two situations: where an excess amount of tax has been charged or collected; or where consideration for a supply is reduced some time after the tax has been charged or collected. A Registrant has up to two years after the day on which the excess amount was charged but not collected to adjust the amount of tax charged, or if the excess amount was collected, two years after the day on which it was collected to refund or credit the excess tax. Circumstances where the GST/HST paid or payable would exceed the tax properly collectible include:

- if there is an error in calculating the tax payable due to a miscalculation;
- where tax is collected in error in respect of a supply that is either zero-rated or not subject to tax (e.g. an exempt supply or a supply relieved of tax under another section of the ETA or other federal legislation); or
- where tax was charged at the wrong rate (e.g., charged at 6% instead of 5%).

For details please refer to GST/HST memorandum 12.2 which covers Refund, Adjustment, or Credit of the GST/HST under Section 232 of the ETA.

Given the state of the books and records the sales and receivables ledger were determined to be incomplete and unreliable for purposes of quantifying any potential appropriately issued credit notes and/or debit memos where GST/HST may have been refunded to customers of Trigger Wholesale, Inc. Consequently, the auditor is unable to account for any adjustments to account for any potential overstatement of GST/HST previously reported as collectible/collected on the tax returns. As a result it is our proposed position that amendments to decrease line 103 will not be permitted.

Gross Negligence Penalties

Section 285 of the ETA imposes a penalty on a registrant who knowingly or under circumstances amounting to gross negligence, makes, participates, assents to or acquiesces in or makes a false statement or omission in a return, rebate claim, application, form, certificate, statement, invoice or answer, or any other document in respect of a reporting period or transaction. The penalty is the greater of \$250.00 or 25% of the amount by which any tax amount owing is reduced or amount by which a refund or rebate is increased as a result of the false statement.

Due to the results of the audit, we are required to consider application of the penalties on the proposed audit adjustments pursuant to section 285 of the ETA. Based on the audit findings we are taking the position that gross negligence penalties should be imposed as part of this GST/HST audit.

Representations in Response to the Proposed Audit Adjustments

As discussed with you during the virtual meeting conducted on August 25, 2021, we recently issued a formal request for legislation interpretation to the CRA GST/HST Technical Guidance Section. This formal request was made in order to obtain written confirmation on whether or not Trigger Wholesale, Inc. may be entitled to any rebate, refund, adjustment or credit regarding the potential overstatement of sales and GST/HST collectible as reported to the CRA pursuant to the ETA section 232, section 261 or subsection 296(2.1). At this time we request that you submit in writing any representations and/or positions, as to be provided to Technical Guidance, on the assessing position with respect to the proposed disallowed input tax credits and any rebate, refund, adjustment or credit to be considered for the potential overstatement of sales and GST/HST collectible.

If you have additional information that you would like considered or would like to make any representations regarding the proposed adjustments, please do so in writing as soon as possible.

If at any time from this point forward you are in agreement or would like us to finalize the audit, we ask that you contact us at the phone number noted below.

Should you require any clarification or further information, please do not hesitate to contact me directly at (905) 706-9469.

Sincerely,



Nadia Grant, CPA, CGA
Audit Division
Tax Services Office: 15- Kitchener/Waterloo
Telephone: 905-706-9469
Facsimile: 519-585-2865
Address: 166 Frederick St. Kitchener, ON N2H 0A9

Enclosure – Appendix A - Summary of Disallowed Input Tax Credits by GST/HST Filing Period

Appendix A - Summary of Disallowed Input Tax Credits by GST/HST Filing Period

GST/HST Filing Period	Line 108 - Input Tax Credits as Claimed	Input Tax Credits as Verified (per CBSA Report) to be allowed provided provisions of s. 169 and ss. 141.01 of the ETA satisfied [B]	Disallowed Input Tax Credits pursuant to ETA ss. 169(1), ss. 169(4) and paragraph 296(1)(b)
	[A]	[B]	[C] = [A] - [B]
2017-07-31	117,358.91	11,776.96	105,581.95
2017-08-31	83,951.40	5,240.64	78,710.76
2017-09-30	123,187.79	-	123,187.79
2017-10-31	133,528.96	20,977.02	112,551.94
2017-11-30	153,561.60	5,432.72	148,128.88
2017-12-31	139,035.02	13,419.28	125,615.74
2018-01-31	189,985.10	13,929.72	176,055.38
2018-02-28	177,780.43	15,308.56	162,471.87
2018-03-31	377,705.55	24,664.36	353,041.19
2018-04-30	297,700.49	49,624.83	248,075.66
2018-05-31	338,546.09	17,776.79	320,769.30
2018-06-30	307,315.75	23,899.42	283,416.33
Totals - Year Ended June 30, 2018	2,439,657.09	202,050.30	2,237,606.79
GST/HST Filing Period	Line 108 - Input Tax Credits as Claimed	Input Tax Credits as Verified (per CBSA Report) to be allowed provided provisions of s. 169 and ss. 141.01 of the ETA satisfied [B]	Disallowed Input Tax Credits pursuant to ETA ss. 169(1), ss. 169(4) and paragraph 296(1)(b)
	[A]	[B]	[C] = [A] - [B]
2018-07-31	366,071.55	6,535.12	359,536.43
2018-08-31	314,172.25	10,961.83	303,210.42
2018-09-30	448,115.53	11,420.52	436,695.01
2018-10-31	753,780.73	23,299.82	730,480.91
2018-11-30	195,636.33	17,863.48	177,772.85
2018-12-31	176,963.09	4,387.38	172,575.71
2019-01-31	1,054,457.14	188.02	1,054,269.12
2019-02-28	396,129.15	35,034.93	361,094.22
2019-03-31	660,769.94	22,613.52	638,156.42
2019-04-30	918,899.52	27,062.39	891,837.13
2019-05-31	462,662.15	23,943.23	438,718.92
2019-06-30	854,370.07	2,731.16	851,638.91
Totals - Year Ended June 30, 2019	6,602,027.45	186,041.40	6,415,986.05

Appendix A – Summary of Disallowed Input Tax Credits by GST/HST Filing Period (continued)

GST/HST Filing Period	Line 108 - Input Tax Credits as Claimed	Input Tax Credits as Verified (per CBSA Report) to be allowed provided provisions of s. 169 and ss. 141.01 of the ETA satisfied [B]	Disallowed Input Tax Credits pursuant to ETA ss. 169(1), ss. 169(4) and paragraph 296(1)(b)
	[A]	[B]	[C] = [A] - [B]
2019-07-31	906,795.98	10,543.42	896,252.56
2019-08-31	1,598,267.50	-	1,598,267.50
2019-09-30	817,560.12	16,607.04	800,953.08
2019-10-31	950,120.36	52,528.34	897,592.02
2019-11-30	-	-	-
2019-12-31	1,520,399.64	-	1,520,399.64
2020-01-31		1,905.10	- 1,905.10
2020-02-28		829.17	- 829.17
2020-03-31		-	
2020-04-30		-	
2020-05-31		-	
2020-06-30		-	
Totals - Year Ended June 30, 2020	5,793,143.60	82,413.07	5,710,730.53
GST/HST Filing Period	Line 108 - Input Tax Credits as Claimed	Input Tax Credits as Verified (per CBSA Report) to be allowed provided provisions of s. 169 and ss. 141.01 of the ETA satisfied [B]	Disallowed Input Tax Credits pursuant to ETA ss. 169(1), ss. 169(4) and paragraph 296(1)(b)
	[A]	[B]	[C] = [A] - [B]
2020-07-31	-		-
2020-08-31	-		-
2020-09-30	-		-
2020-10-13	-	7,128.74	- 7,128.74
Totals - July 2020 to Oct. 13, 2020	-	7,128.74	- 7,128.74

Appendix 22

November 17, 2021

Sent via facsimile (1-519-585-2865)

Nadia Grant, CPA, CGA
Audit Division
166 Frederick Street
Kitchener, ON N2H 0A9

Grant Thornton Limited

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

T +1 416 366 0100
F +1 416 360 4948

Dear Ms. Grant:

**Re: Goods and Services Tax (GST)/Harmonized Sales Tax (HST) Audit for the period July 1, 2017 to October 13, 2020
Business Account Number 80102 0249 RT0001**

We are writing in response to your letter dated August 26, 2021, where you requested additional information to be considered prior to a determination being made on the adjustments to lines 101 and 105 of the GST/HST returns filed by Trigger Wholesale, Inc. ("Trigger") for the periods between July 1, 2017 and October 13, 2020.

In your letter, you noted that you were proposing to disallow adjustments to line 103 of the returns filed in the above-noted periods on the basis that the books and records for the sales made by Trigger were incomplete and unreliable. Therefore, an adjustment under subsection 232(1) of the *Excise Tax Act* (the "Act") would not be contemplated.

Respectfully, no adjustment is necessary under subsection 232(1), because the sales figures and GST/HST reported were wildly overstated on the returns. Those sales never occurred, therefore no credit memos can, or should, be issued.

Background

Trigger is a corporation based out of Waterloo, Ontario. It was in the business of selling both firearms and ammunition.

In October of 2020, ClearFlow Commercial Finance applied to have Trigger placed into receivership based on amounts owing totalling approximately \$48.6 million. This application was based on allegations of long-standing and pervasive fraud in the reports made by Trigger to ClearFlow, including allegations of falsified invoices.

Analysis

Subsection 232(1) does not apply to the adjustments requested

In your letter you note that you were assessing whether adjustments should be made under subsection 232(1). The basis for disallowing these adjustments is that such adjustments will only be allowed if one of three things is true:

- there is an error in calculating the tax payable due to a miscalculation;
- tax was collected in error in respect of a supply that is either zero-rated or not subject to tax; or

- where tax is charged at the wrong rate.

Additionally, subsection 232(1) reads, in part, as follows:

*“Where a particular person **has charged to, or collected from, another person** an amount as or on account of tax under Division II in excess of the tax under that Division that was collectible by the particular from **the other person**, the particular person may, within two years after the day the amount was so charged or collected... **refund or credit the excess amount to that other person.**”*

(Emphasis added)

Respectfully, the issue here falls outside of the scope of subsection 232(1), because there is no ‘other person’ as is contemplated by this subsection. The sales figures were vastly inflated as part of a pervasive scheme to ensure that creditors believed that Trigger was more successful than it was. No credit memos should, or could, be issued, because there were no recipients of supplies where any of the three situations you outlined in your letter could apply. However, nor were those sales figures and in turn, tax collectible amounts reported, supportable either as they were not based on actual supplies or invoices issued to another person.

The adjustments must be made to reflect actual supplies made by Trigger

A taxpayer is required to collect, and remit tax based upon supplies it makes in the course of its commercial activity. This obligation arises under section 221 of the Act, which states:

“Every person who makes a taxable supply shall, as agent of Her Majesty in right of Canada, collect the tax under Division II payable by the recipient in respect of the supply.”

Subsection 228(1) states that all persons required to file a return shall calculate the net tax of the person for the reporting period. Net tax is defined under section 225 as being the positive or negative amount calculated from the sum of all amounts collectible or collected, less any offsetting amounts.

As noted above, an amount is only ‘collectible’ if it relates to a taxable supply. There is no language in these sections to suggest what should occur in the situation where a taxpayer purposefully overstates sales figures and remits tax on an inflated sales amount.

Under policy P-149, the CRA will not adjust GST/HST returns where a person is attempting to increase their ITCs or make another credit adjustment without a corresponding increase in tax liability for the same period.

The examples in P-149 include:

1. a person increasing their sales and other revenue to reflect the ‘proper amounts for Sales and Other Revenue’ (allowed);
2. a person increasing their GST/HST liability (allowed); and
3. a person increasing ITCs claimed (disallowed).

Respectfully, the request being made in this case is in line with example 1, where a person is altering their sales and other revenue amount to reflect the proper amount of sales for that reporting period. Additionally, because GST/HST was not actually charged to another person and does not relate to a ‘supply,’ these adjustments must be made in order to meet the requirements set under the Act.

Further, to the extent that any amounts remitted on account of net-tax resulted in an overpayment due to the fraudulent sales and purchases, section 296(2) and (2.1) are intended to ensure that such overpayments are considered by the Minister and refunded to the Registrant.

Therefore, we request that these adjustments be made as per the attached amended returns.

Yours sincerely,

Grant Thornton Limited
In its capacity as Court appointed Receiver of
Trigger Wholesale, Inc.

A handwritten signature in black ink, appearing to read 'Jake Wiebe', followed by a long horizontal line.

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

Appendix 23

MINUTES OF SETTLEMENT, RELEASE AND DIRECTION

WHEREAS J.B. Construction Inc. ("**JBC**") was retained by Jaimee Lynn Gdak and/or Jaimak Real Properties Inc. (the "**Contracts**") with respect to the supply of services and/or materials to the properties located at 157 Saugeen Beach Road, Port Elgin, Ontario (the "**Saugeen Property**") and 652 Colby Drive, Waterloo, Ontario (the "**Colby Property**");

AND WHEREAS Grant Thornton Limited was appointed as Receiver (the "**Receiver**") in respect of the assets, properties and undertaking of Trigger Wholesale, Inc. ("**Trigger**") and The En Cadre Group Inc. ("**En Cadre**"), as well as certain real property registered in the name of Jaime Lynn Gdak and/or Jaimak Real Properties Inc., including, without limitation, the Saugeen Property and Colby Property;

AND WHEREAS on or about December 16, 2020, JBC registered a Claim for Lien as Instrument No. BR163349, in LRO #3, in the amount of \$51,701.92, in respect of the Saugeen Property (the "**Saugeen Lien**");

AND WHEREAS on or about February 25, 2021, JBC commenced an action, Court File No. CV-21-00000006-0000, in respect of the Saugeen Lien (the "**Saugeen Action**") and on or about February 26, 2021, JBC registered a Certificate of Action as Instrument No. BR165883, in respect of the Saugeen Action;

AND WHEREAS on or about November 12, 2020, JBC registered a Claim for Lien as Instrument No. WR1297107, in LRO #58, in the amount of \$90,171.69, in respect of the Colby Property (the "**Colby Lien**");

AND WHEREAS on or about March 3, 2021, JBC commenced an action, Court File No. CV-21-00000327-0000, in respect of the Colby Lien (the "**Colby Action**") and on or about March 4, 2021, JBC registered a Certificate of Action as Instrument No. WR1322731, in respect of the Colby Action;

AND WHEREAS the Receiver and JBC have agreed to resolve the Saugeen Lien, Saugeen Action, Colby Lien and Colby Action, subject to Court approval;

NOW THEREFORE in consideration of the mutual promises and covenants set out herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Receiver and JBC (the "**Parties**"), the Parties agree as follows:

- (1) The recitals set out above form an integral part of these Minutes of Settlement and Release (the “**Minutes**”).
- (2) The Parties acknowledge and agree that these Minutes shall not take effect unless and until the Court has approved the settlement and these Minutes.
- (3) The Receiver shall pay to JBC the total amount of \$80,000, inclusive of all principal, interest, costs and taxes (the “**Settlement Amount**”) as full and final settlement of the Saugeen Lien, Saugeen Action, Colby Lien and Colby Action.
- (4) The Settlement Amount shall be paid within thirty (30) days of Court approval of these Minutes, to the lawyers for JBC, being Oldfield, Greaves, D’Agostino, Scriven Professional Corporation (“**OGDS**”), in trust.
- (5) The Parties shall consent to an order, on a without costs basis (the “**Orders**”), which provides for: (a) the discharge of the Saugeen Lien and the Colby Lien, and (b) the dismissal of the Saugeen Action and Colby Action. Once the Orders are issued by and entered with the Court, and copies of such issued and entered Orders are received by lawyers for the Receiver, Borden Ladner Gervais LLP (“**BLG**”), OGDS shall be entitled to release the Settlement Amount to JBC.
- (6) The Parties and acknowledge and agree that the Receiver will seek the Orders referenced in paragraph 5 above, when the Receiver seeks Court approval of these Minutes. However, the Parties further agree that should the Orders not be granted at the time Court approval is sought, JBC shall take steps to have the Orders issued and entered with the Court, and the Parties shall take all reasonable steps to cooperate for the issuance of such Orders.
- (7) JBC irrevocably authorizes and directs the Receiver to make payment of the Settlement Amount to OGDS, in trust, in accordance with these Minutes and this shall be the Receiver’s irrevocable direction to do so.
- (8) JBC hereby remises, releases and forever discharges the Receiver, Trigger, En Cadre, Mark Gdak, Jaime Lynn Gdak, and Jaimak Real Properties Inc. and their respective officers, directors, employees, shareholders, agents, representatives, insurers, sureties, successors, heirs and assigns, as applicable (the “**Releasees**”), from any and all actions, causes of action, claims, suits, proceedings, restitution in law and equity, debts, duties, accounts, bonds, contracts, construction liens, loss, and demands whatsoever and howsoever arising, which JBC has, had, or shall or may hereafter have relating to or arising out of or in any way connected with the Contracts, the

Saugeen Lien, the Saugeen Action, the Colby Lien, and the Colby Action, save and except the obligation of the Receiver to remit the Settlement Amount, in accordance with these Minutes.

- (9) JBC agrees not to make any claim or take any proceedings in respect of matters released by these Minutes against any other person, partnership or corporation who might claim, in any manner or forum, contribution, indemnity, declaratory relief, or any other relief whatsoever, statutory or otherwise, from the Releasees, and these Minutes may be raised as a complete bar to any such claim or proceeding.
- (10) JBC hereby represents and warrants that it has not assigned to any person, firm, corporation or other entity, any of the actions, claims, liens, causes of action, debts, suits or demands of any nature or kind which are being released by these Minutes.
- (11) It is agreed and understood that none of the Parties by reason of the consideration stated in these Minutes admit any liability or obligation of any kind whatsoever and such liability is specifically denied.
- (12) These Minutes shall be binding upon and enure to the benefit of the respective successors, assigns, executors, trustees, administrators, and legal or personal representatives of the Parties.
- (13) The Parties hereby covenant, represent, and warrant that they have read these Minutes and have obtained independent legal advice in connection with it and confirm that they are executing these Minutes freely, voluntarily and without duress.
- (14) The Parties represent and warrant that they have the authority to execute and give effect to the terms of these Minutes.
- (15) These Minutes shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- (16) These Minutes may be executed in any number of counterparts, and all such counterparts shall together constitute one instrument binding on the parties hereto, provided each Party hereto has executed at least one counterpart, including any counterpart executed by a Party hereto and transmitted to the other party hereto by facsimile transmission or by electronic mail with PDF attachment, and each shall be deemed to be an original, notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF the Parties have each set their hands and seal, as applicable, this 22nd day of November 2021.

Grant Thornton Limited, in its capacity as Court-appointed receiver of Trigger Wholesale, Inc., The En Cadre Group Inc., and certain real property

By:  c/s

Name: Jake Wiebe

Title: Senior Vice President

J.B. Construction Inc.

By:  c/s

Name: JOE BAOTAS

Title: PRESIDENT

I have the authority to bind the corporation.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

THE HONOURABLE

)
)
)

MONDAY, THE 6th

DAY OF DECEMBER, 2021

B E T W E E N:

J.B. CONSTRUCTION INC.

Plaintiff

- and -

JAIMEE LYNN GDAK

Defendant

CONSENT

THE PARTIES HERETO, by their respective counsel, consent to an Order discharging the lien of the Plaintiff and dismissing the within action without costs, in the form attached hereto as Schedule "A".

THE PARTIES HERETO, by their respective counsel, hereby certify that this Order being consented to does not effect the rights of any person under disability.

Date: November 22, 2021



OLDFIELD, GREAVES, D'AGOSTINO, SCRIVEN
Per: Edward L. D'Agostino
Lawyers for the Plaintiff

Date: Nov 25, 2021

Borden Ladner Gervais LLP per Dan K

BORDEN LADNER GERVAIS LLP

Per: Daniel A. Boan

Lawyers for Grant Thornton Limited, in its capacity
of Court-Appointed receiver of Trigger Wholesale,
Inc., The En Cadre Group Inc. and certain real
property

Court File No.: CV-21-00000006-0000

J.B. Construction Inc.

- and -

Jaimak Real Properties Inc.

Plaintiff

Defendant

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF the *Construction Lien Act*,
R.S.O. 1990, c. C.30**

PROCEEDING COMMENCED AT Walkerton

ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON M5H 4E3

Daniel A. Boan

Tel: 416.367.6665

Fax: 416.367.6749

Email: dboan@blg.com

LSO No.: 43021W

*Lawyers for the Receiver,
Grant Thornton Limited in its capacity of Court-Appointed
receiver of Trigger Wholesale, Inc., The En Cadre Group
Inc. and certain real property*

SCHEDULE 'A'

Court File No.: CV-21-00000006-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

**THE HONOURABLE
MR. JUSTICE CAVANAGH**

)
)
)

**MONDAY, THE 6th
DAY OF DECEMBER, 2021**

BETWEEN:

J.B. CONSTRUCTION INC.

Plaintiff

- and -

JAIMEE LYNN GDAK

Defendant

ORDER

THIS MOTION, made, on consent of the Parties, by Grant Thornton Limited, in its capacity of Court-Appointed receiver of Trigger Wholesale, Inc., The En Cadre Group Inc. and certain real property, for an Order discharging the lien of the Plaintiff and dismissing the within action without costs, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

UPON READING the consent of the Parties, filed,

1. **THIS COURT ORDERS** that leave to bring the within motion in Toronto is hereby granted.

2. **THIS COURT ORDERS** that the lien of the Plaintiff, J.B. Construction Inc., in respect of its Claim for Lien, registered on December 16, 2020, as Instrument No. BR163349, in LRO#3, is discharged.

3. **THIS COURT ORDERS** that the within action be and is hereby dismissed without costs.

4. **THIS COURT ORDERS** that a copy of this Order shall be served on the Plaintiff, forthwith after entry, by sending a copy to its counsel, Oldfield, Greaves, D'Agostino, Scriven, attention: Edward L. D'Agostino, by email to edagostino@watlaw.com.

5. **THIS COURT ORDERS** that there be no costs of this motion.

Court File No.: CV-21-00000006-0000

J.B. Construction Inc.

- and -

Jaimee Lynn Gdak

Plaintiff

Defendant

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF the *Construction Lien Act*,
R.S.O. 1990, c. C.30**

PROCEEDING COMMENCED AT Walkerton

ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON M5H 4E3

Daniel A. Boan

Tel: 416.367.6665

Fax: 416.367.6749

Email: dboan@blg.com

LSO No.: 43021W

*Lawyers for the Receiver,
Grant Thornton Limited in its capacity of Court-Appointed
receiver of Trigger Wholesale, Inc., The En Cadre Group
Inc. and certain real property*

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

THE HONOURABLE

)
)
)

MONDAY, THE 6th

DAY OF DECEMBER, 2021

B E T W E E N:

J.B. CONSTRUCTION INC.

Plaintiff

- and -

JAIMAK REAL PROPERTIES INC.

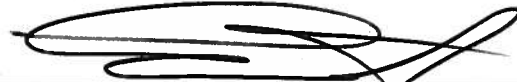
Defendant

CONSENT

THE PARTIES HERETO, by their respective counsel, consent to an Order discharging the lien of the Plaintiff and dismissing the within action without costs, in the form attached hereto as Schedule "A".

THE PARTIES HERETO, by their respective counsel, hereby certify that this Order being consented to does not effect the rights of any person under disability.

Date: November 22 2021



OLDFIELD, GREAVES, D'AGOSTINO, SCRIVEN
Per: Edward L. D'Agostino
Lawyers for the Plaintiff

Date: Nov 25/21

Borden Ladner Gervais LLP
per Dan Boan

BORDEN LADNER GERVAIS LLP

Per: Daniel A. Boan

Lawyers for Grant Thornton Limited, in its capacity
of Court-Appointed receiver of Trigger Wholesale,
Inc., The En Cadre Group Inc. and certain real
property

Court File No.: CV-21-00000327-0000

J.B. Construction Inc.

- and -

Jaimak Real Properties Inc.

Plaintiff

Defendant

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF the *Construction Lien Act*,
R.S.O. 1990, c. C.30**

PROCEEDING COMMENCED AT KITCHENER

ORDER

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*Lawyers for the Receiver,
Grant Thornton Limited in its capacity of Court-Appointed
receiver of Trigger Wholesale, Inc., The En Cadre Group
Inc. and certain real property*

SCHEDULE "A"

Court File No.: CV-21-00000327-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

**THE HONOURABLE
MR. JUSTICE CAVANAGH**

)
)
)

**MONDAY, THE 6th
DAY OF DECEMBER, 2021**

BETWEEN:

J.B. CONSTRUCTION INC.

Plaintiff

- and -

JAIMAK REAL PROPERTIES INC.

Defendant

ORDER

THIS MOTION, made, on consent of the Parties, by Grant Thornton Limited, in its capacity of Court-Appointed receiver of Trigger Wholesale, Inc., The En Cadre Group Inc. and certain real property, for an Order discharging the lien of the Plaintiff and dismissing the within action without costs, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

UPON READING the consent of the Parties, filed,

1. **THIS COURT ORDERS** that leave to bring the within motion in Toronto is hereby granted.

2. **THIS COURT ORDERS** that the lien of the Plaintiff, J.B. Construction Inc., in respect of its Claim for Lien, registered on November 12, 2020, as Instrument No. WR1297107, in LRO #58, is discharged.
 3. **THIS COURT ORDERS** that the within action be and is hereby dismissed without costs.
 4. **THIS COURT ORDERS** that a copy of this Order shall be served on the Plaintiff, forthwith after entry, by sending a copy to its counsel, Oldfield, Greaves, D'Agostino, Scriven, attention: Edward L. D'Agostino, by email to edagostino@watlaw.com.
 5. **THIS COURT ORDERS** that there be no costs of this motion.
-

Court File No.: CV-21-00000327-0000

J.B. Construction Inc.

- and -

Jaimak Real Properties Inc.

Plaintiff

Defendant

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF the *Construction Lien Act*,
R.S.O. 1990, c. C.30**

PROCEEDING COMMENCED AT KITCHENER

ORDER

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Grant Thornton Limited, in its capacity of Court-
Appointed receiver of Trigger Wholesale, Inc., The En
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Appendix 24

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File No. 547730.000032

June 30, 2021

DELIVERED BY EMAIL

**PRIVILEGED AND CONFIDENTIAL
SOLICITOR AND CLIENT COMMUNICATION**

Grant Thornton Limited
200 King Street West, 11th Floor
Toronto, ON M5H 3T4

Attention: Jake Wiebe

Dear Mr. Wiebe:

Re: **Trigger Wholesale, Inc. (“Trigger”)** and The En Cadre Group Inc. (**“En Cadre”**)
and, together with Trigger, the **“Debtors”**

Grant Thornton Limited (**“GT”**) was appointed as the receiver (in such capacity, the **“Receiver”**) of, *inter alia*, all of the assets, undertaking and properties of the Debtors and certain Real Properties (as defined below) owned by each of Jaimak Real Properties Inc. (**“Jaimak”**) or Jaimee Lynn Gdak (**“J. Gdak”**) pursuant to an Appointment Order of the Ontario Superior Court of Justice (Commercial List) (the **“Court”**) dated October 22, 2020 (the **“Appointment Order”**). We also refer to the Order for directions of the Court dated March 31, 2021 (the **“March 31 Order”**), pursuant to which the Court provided the Receiver with authorization and direction in connection with, *inter alia*, the marketing and sale of the Trigger Real Properties (as defined below). All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Appointment Order and the March 31 Order, as the context requires.

In connection with your appointment as Receiver, you have asked us to review the security granted by Trigger to ClearFlow Commercial Finance Corp. (**“ClearFlow”**) in connection with Trigger’s liability and obligations under or in connection with a general security agreement dated as of July 3, 2019 granted by Trigger in favour of ClearFlow (the **“Trigger GSA”**).

You have asked us to provide you with an opinion in connection with the Trigger GSA. Specifically, you have asked us to opine on the enforceability and validity in the Province of Ontario (the **“Province”**) of the security interests (the **“Security Interests”**) held by ClearFlow in the Trigger Real Properties, as granted under the Trigger GSA.

I. SCOPE OF REVIEW

We reviewed the Trigger GSA generally and examined the registered title to the Trigger Real Properties in the applicable Land Registry Office. In conducting our review, we have assumed:

1. Jaimak or J. Gdak, as applicable, was the registered owner and had good and marketable title in fee simple to the Trigger Real Properties, subject to (i) the Appointment Order, (ii) the March 31 Order, (iii) the Construction Liens (as defined below), as applicable; and (iv) the Condo Lien (as defined below), as applicable;
2. the Appointment Order was validly and properly registered against title to the Trigger Real Properties;
3. with respect to the documents examined by us, the genuineness of all signatures, the legal capacity of individuals signing any documents, the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as certified or photocopied copies;
4. the standard form documents used by ClearFlow are effective to create legal, valid and binding security and other obligations in its favour in accordance with their terms;
5. that there are no agreements to which Trigger is a party which might impair Trigger's ability to grant security or perform its obligations under the Trigger GSA;
6. that the descriptions in the Trigger GSA of the property and assets intended to be secured thereby are correct and complete;
7. that the indices and records in all filing systems maintained in all public offices where we have searched or inquired or have caused searches or inquiries to be conducted are accurate and current, and all certificates and information issued or provided pursuant thereto are and remain accurate and complete. We express no opinion, and accept no liability for, any error, inaccuracy or omission in the responses received;
8. the Trigger GSA has been duly authorized, executed and delivered by all parties thereto, and that the authorization, execution and delivery of the Trigger GSA by Trigger and the performance of its obligations thereunder, does not breach any constating or trust documents of Trigger or any laws to which Trigger is subject; and
9. that the only Canadian jurisdiction where Trigger carries on business is Ontario.

In addition to the foregoing, our opinion is subject to the qualifications and limitations as set out in Schedule "A" to this letter.

II. OPINION

1. Subject to the balance of this opinion, the Trigger GSA creates valid equitable mortgages in favour of ClearFlow in the Trigger Real Properties under the laws of the Province to secure the

payment and performance of the obligations of Trigger to the extent such obligations were secured by the Trigger GSA.

2. ClearFlow, as a secured creditor with an equitable mortgage over the Trigger Real Properties, will likely rank ahead of unsecured creditors in respect thereof, but behind the Construction Liens and/or the Condo Lien, as applicable, to the extent such claims constitute valid and enforceable liens pursuant to the *Construction Act*¹, the *Condominium Act, 1998*² (the “**Condominium Act**”), or other applicable law.

The foregoing opinions are subject to our below comments. Notwithstanding any comments herein, we are not providing any opinion on the relative priority of ClearFlow in relation to other parties that may have a security interest in the Trigger Real Properties, save and except as set out above in respect of Construction Lien and Condo Lien claimants.

REAL PROPERTIES

Paragraph 2 of the Appointment Order appointed GT as Receiver over, *inter alia*, the following real properties (collectively, the “**Real Properties**”):

- a. 652 Colby Drive, Waterloo, Ontario, N2V 1A2 (the “**Colby Property**”), which was registered in the name of Jaimak on June 30, 2020;
- b. 250 Lion’s Court, Waterloo, Ontario, N2L 6M8 (the “**Lion’s Court Property**”), which was registered in the name of J. Gdak on July 2, 2019, solely as a result of conveyance at that time by Mark Gdak (“**M. Gdak**”) to J. Gdak;
- c. 265 Old Post Road, Waterloo, Ontario, N2L 5B8 (the “**Old Post Road Property**”), which was registered in the name of J. Gdak on September 21, 2018;
- d. 43 Baker Road, Port Elgin, Ontario, N0H 2C5 (the “**Baker Property**”), which was registered in the name of J. Gdak on November 4, 2019; and
- e. 157 Saugeen Beach Road, Port Elgin, Ontario, N0H 2C5 (the “**Saugeen Property**”), which was registered in the name of J. Gdak on April 12, 2018.

The Court ordered and declared, pursuant to paragraphs 7 and 8 of the March 31 Order, that (i) Trigger is the owner of the Real Properties with the exception of the Lion’s Court Property (collectively, the “**Trigger Real Properties**”), free and clear of any interests or claims of the other Respondents and (ii) that the Respondents, as applicable, hold the Trigger Real Properties as constructive trustee for the benefit of the creditors of Trigger. Furthermore, pursuant to paragraph 6 of the March 31 Order, the Court authorized and directed the Receiver to market and sell the Trigger Real Properties.

¹ R.S.O. 1990, c. C.30.

² S.O. 1998, c. 19.

The Receiver has sold the Baker Property and the Saugeen Property on December 14, 2020 and June 10, 2021, respectively, free and clear of any interests or claims, which claims have been transferred to the proceeds pursuant to the Approval and Vesting Orders (as defined below), and the Receiver is in possession of the cash proceeds of such sale. The Receiver has also entered into an agreement of purchase and sale dated May 13, 2021 and accepted on May 20, 2021 for the sale of the Colby Property, which transaction is subject to an Approval and Vesting Order dated June 14, 2021 and is expected to close on June 28, 2021. Further, the Receiver has commenced a marketing process for the sale of the Old Post Road Property.

VALIDITY AND ENFORCEABILITY OF THE SECURITY INTERESTS

Pursuant to the Trigger GSA, ClearFlow has a continuing security interest in, *inter alia*, “*all of [Trigger’s] Assets and Undertakings*”, which include “*all of [Trigger’s] present and after acquired personal property and undertakings including without limitation, Inventory, Equipment Deposits and Credit Balances, Investment Property, Life Insurance (all as defined in the [Trigger GSA]), all intangible and intellectual property, and all real and immovable property both freehold and except for the last day of the term of any lease*”.

Based on a plain reading of the Trigger GSA, it was intended to create a security interest in all real and immovable property of Trigger, including any proceeds therefrom, to secure the performance of Trigger’s obligations under the Trigger GSA. However, the Trigger GSA does not expressly provide that it applies to future or after-acquired real property of Trigger. While the words “after-acquired” were expressly used to modify “personal property and undertakings”, they were not used in respect of “real and immovable property”. That said, the Trigger GSA does state that ClearFlow’s security interest shall attach to any “Collateral” – the meaning of which includes real property – acquired after the date of the Trigger GSA as soon as Trigger obtains rights in such Collateral and that value has been given.

As a result, it is our view that the Trigger GSA more likely than not applies to both present and after-acquired real property of Trigger, including any proceeds therefrom.

As at the date we reviewed the parcel registers for the Trigger Real Properties³, the Security Interests were not registered on title to any of the Trigger Real Properties.

Unlike personal property security legislation, no real property legislation in Ontario, including the *Land Titles Act*⁴ (the “LTA”), the *Land Registration Reform Act*⁵ and the *Mortgages Act*⁶ requires registration in order to create a valid and enforceable security interest in real property. In other words, there is no requirement to “perfect” a security interest, by registration or otherwise, in real property in Ontario.

Section 72(1) of the LTA expressly recognizes a broad range of unregistered interests (which likely includes security interests) in real property and provides that “*any person entitled to or interested*

³ Please see the table in “Specific Comments on Liens” for the exact date of sub-searches.

⁴ R.S.O. 1990, c. L.5.

⁵ R.S.O. 1990, c. L.4.

⁶ R.S.O. 1990, c. M.40.

in any unregistered estates, rights, interests or equities in registered land may protect same by registering a notice under the section as authorized by the Director of Titles”.

Furthermore, the common law has also long recognized “unregistered” or “equitable” mortgages in real property. An equitable mortgage is a type of mortgage that does not involve a transfer of legal title to the mortgagee, but creates in equity a charge upon the property. Such mortgage may be created by, *inter alia*, an agreement to give a mortgage or to charge property for a debt.

The nature of an equitable mortgage was described in *Re Elias Markets et al*⁷ (“*Elias*”) as “*the concept [that] seeks to enforce a common intention of the mortgagor and mortgagee to secure property for either a past debt or a future advance, where that common intention is unenforceable under the strict demands of the common law*”.⁸

An equitable mortgage may be created by (i) the fact that the interest mortgaged is equitable or future; (ii) when a mortgagor has not executed an instrument sufficient to transfer the legal estate; or (iii) by deposit of title deeds.⁹

In the present case, Trigger is the beneficiary of a constructive trust pursuant to the March 31 Order and is not the registered owner of the Trigger Real Properties. Given the equitable nature of Trigger’s interest in the real properties used to secure ClearFlow’s advances pursuant to the Trigger GSA, it is our view that the Security Interests would likely amount to equitable mortgages over the Trigger Real Properties.

In *Funding Network Inc. v. RSR Enterprises Ltd.*¹⁰, the debtor entered into a general security agreement (the “**RSR GSA**”) with the secured party, which provided that:

“The Undersigned grants to [the creditor] a Security Interest in all the Undersigned’s present and after acquired property ... In this Agreement property shall mean all the Undersigned’s property including, but not limited to, the following:

a. Real Property - all legal and equitable interest; in addition to the remedies set out herein and to the extent such are not in conflict with remedies herein, this agreement hereby incorporates by reference all of the obligations of a Mortgagor and the remedies of a Mortgagee as set out in the Standard Form Mortgage under the Land Titles Act of Alberta.”¹¹

The Alberta Court of Queen’s Bench held that the language of the RSR GSA was sufficient to create an equitable mortgage in real property owned by the debtor and stated that the RSR GSA

⁷ (2006) 274 DLR (4th) 166 (Ont CA).

⁸ *Ibid* at para 65.

⁹ *Ibid* at para 66.

¹⁰ 2005 ABQB 805.

¹¹ *Ibid* at paras 5 and 6.

does not have to have all the elements of a “legal” mortgage pursuant to the *Land Titles Act* (Alberta) in order to be valid:

... the Respondents are of the view that the GSA should have all of the elements of a “legal” mortgage under the Act. That is not the case. The equitable mortgage does not live under those rules ... Whether or not there is a right to foreclose [under the Act] under its equitable mortgage, Fnet also has a valid charge against the land, prior to all other claimants and is entitled to have its claim paid first on the lots in dispute.¹²

Given that the Trigger GSA contains similar language to the RSR GSA, it is in our view sufficient to show the common intention that the Trigger Real Properties were to be included as security for advances made by ClearFlow notwithstanding that ClearFlow had no specific knowledge of the Trigger Real Properties at the time of entering into the Trigger GSA.

Furthermore, in New Zealand – where the *Personal Property Security Act* (“PPSA”) shares many common features with that of Ontario’s¹³ – the Court of Appeal has held that a general security agreement may create a security interest in lands as a matter of contract that is unrelated to the application of the PPSA:

... GSAs have, since the passage of the PPSA, replaced the previous fixed and floating charge debentures companies would execute in favour of major creditors over all their undertakings, including existing and future real and personal property. The PPSA does not apply to land: it provides a conceptually new regime for the creation of security interests over personal property. But, as a matter of contract, a GSA may create security over land. To the extent it does, the terms of the PPSA do not apply.¹⁴

In light of the foregoing distinction between personal property and real property regimes and given the likely presence of common intention to create a security interest in Trigger’s equitable ownership of the Trigger Real Properties, it is more likely than not that the Security Interests are *prima facie* valid and enforceable equitable mortgages over the Trigger Real Properties (the “**Equitable Mortgages**”).

One distinct aspect of the present case is that, unlike the authorities discussed herein, Trigger acquired its interest in the Trigger Real Properties by operation of law through a constructive trust by virtue of the March 31 Order. However, the authorities do not appear to distinguish between different means of acquiring equitable ownership of real property, which indicates that the means of acquiring equitable ownership may not alter the validity and enforceability of an equitable mortgage. As a result, an equitable mortgage of Trigger’s constructive trust ownership is likely

¹² *Ibid* at paras 9 and 15.

¹³ A. Duggan, “The Australian PPSA From A Canadian Perspective: Some Comparative Reflections” (2015) 40:1 *Monash University Law Review*.

¹⁴ *Glover No 2 Limited v Bank of New Zealand*, [2016] NZCA 182 at para 36.

subject to the same principles as more common types of acquiring equitable ownership, such as by way of an express trust.

Another distinct aspect of the present case is that, based on the March 31 Order, it is not clear at what point in time Trigger's equitable interest vested in the Trigger Real Properties. However, it is likely that J. Gdak or Jaimak, as applicable, held the Trigger Real Properties in trust for Trigger as of the date on which legal title to the Trigger Real Properties was acquired by J. Gdak or Jaimak, as applicable, and not as of the date of the March 31 Order. If that is the case, then, with the exception of the Baker Property and the Colby Property (collectively, the "**After-Acquired Trigger Real Properties**"), the Trigger Real Properties were beneficially owned by Trigger at the time the Trigger GSA was entered into.

As a general matter, an equitable mortgage in respect of after-acquired real property is likely valid and enforceable at common law:

[an] agreement need not specifically describe the property if it is otherwise sufficiently ascertained or ascertainable, and the charge created by the agreement may extend to after-acquired lands

An assignment by way of mortgage of property to be acquired in the future ... cannot of course transfer anything immediately, but the mortgagee has more than a mere right to enforce a contract and the assignment operates as security which becomes effective as soon as the property is acquired or the expectancy vests in interest.¹⁵

In *Stewart v. 441921 B.C. Ltd.*¹⁶ ("**Stewart**"), the British Columbia Supreme Court (the "**BCSC**") followed the above passage and held that an agreement that granted a security interest in all of the debtor's "present and after-acquired real property" was valid and enforceable. We also note that, similar to the Trigger GSA, the security agreement in *Stewart* contained a "further assurances" clause which provided that the debtor company shall execute all further documents reasonably required by the lender to give effect to the security agreement. The BCSC interpreted that clause as meaning that the debtor company would, when called upon by the lender, execute a legal mortgage, in registrable form, in favour of the lender.¹⁷ However, in *Royal Bank v. Madill*¹⁸, the Nova Scotia Supreme Court (Appeal Division) held that where a contract attempts to extend the mortgage to all other after-acquired real property, the extension would only be a floating charge since a fixed charge is only possible where the property is specifically and unambiguously described.¹⁹

As a result, while it is not certain how an Ontario court may decide the nature of ClearFlow's security interest in the After-Acquired Trigger Real Properties, it is our view that, on balance of

¹⁵ W.M. Traub, *Falconbridge on Mortgages*, 5th ed (Toronto: Carswell, 2003) at § 5:5 and 5.8.

¹⁶ 10 B.C.L.R. (3d) 390 (BCSC) at paras 30-33.

¹⁷ *Ibid* at para 31.

¹⁸ 120 D.L.R. (3d) 17.

¹⁹ A. La Forest, *Anger & Honsberger Law of Real Property*, 3rd ed (Toronto: Carswell, 2006) at §33:20.40.

probabilities, such interest amounts to a fixed charge in favour of ClearFlow in the After-Acquired Trigger Real Properties.

Unlike a fixed charge, a floating charge does not crystallize prior to a default or some other time stated in the agreement between the debtor and the secured party, at which time such floating charge becomes a fixed charge upon the property.²⁰ As such, in the event ClearFlow's security interest is found to be a floating charge in the After-Acquired Trigger Real Properties, such finding may affect ClearFlow's priority to the extent that any other secured party acquired an unregistered security interest in the After-Acquired Trigger Real Properties prior to Trigger's default under the Trigger GSA. It is our understanding that, except for the Security Interests, there are no unregistered security interests in the Trigger Real Properties at this time.

Effect of Registration

As a general matter, a registered mortgage has priority over an unregistered interest pursuant to Section 93(3) of the LTA, which provides that: “[a] charge, when registered, confers upon the chargee a charge upon the interest of the chargor as appearing in the register subject to the encumbrances and qualifications to which the chargor's interest is subject, but free from any unregistered interest in the land”.

Except in the case of a registered mortgage, however, the LTA does not specifically address the priority of registered interests over unregistered interests. As such, the common law doctrine of actual notice likely governs the priority of unregistered interests vis-à-vis registered interests (other than a charge).²¹ A registered interest likely has priority²² over an unregistered interest unless the registering party had actual notice of the prior unregistered encumbrance.²³

As a result, absent actual notice of the Security Interests, registered encumbrances on title to the Trigger Real Properties generally rank in priority to the Equitable Mortgages. We have made no investigations as to whether any registered encumbrancers had actual notice of the Security Interests and, as such, we express no opinion on the relative priority of the Equitable Mortgages in relation to registered encumbrances on title to the Trigger Real Properties.

Priorities

Personal property security legislation provides that a security interest that is not perfected at the date of receivership is not effective against a person who represents the creditors of the debtor, including an assignee for the benefit of creditors and a trustee in bankruptcy.²⁴ The position is fundamentally different in respect of security interests in real property. Unlike personal property security legislation, the registry systems that govern land do not typically give a receiver or trustee

²⁰ *Ibid.*

²¹ *United Trust Co. v. Dominion Stores Ltd.*, [1977] 2 SCR 915 at 953.

²² Under Section 71(2) of the LTA, registration is deemed notice upon every registered owner of the land and every person deriving title through the registered owner except owners of encumbrances registered prior to the registration. See also: *White v. Lauder Development Ltd.*, [1976] 60 DLR (3d) 419 (Ont CA).

²³ *Bell Canada Inc. v. White Admiral Ltd.*, 2011 ONSC 5857 at para 11.

²⁴ *Personal Property Security Act*, RSO 1990, c P.10, s 11(2)(c), s. 20(1).

in bankruptcy priority over an unregistered interest in land.²⁵ This appears to be the case in Ontario as well where no applicable real property legislation purports to give priority to a receiver or trustee in bankruptcy. Although land registry systems typically give priority to a purchaser for value, a receiver or trustee in bankruptcy does not occupy this status.²⁶ As a consequence, lack of registration of a mortgage or charge on real property does not prevent the secured creditor from asserting the interest and gaining priority over unsecured creditors.

In light of the foregoing, ClearFlow, as a secured creditor with an equitable mortgage over the Trigger Real Properties, has priority over unsecured creditors in respect thereof. It is worth noting that the stay of proceedings pursuant to paragraph 19 of the Appointment Order does not prevent the registration of a security interest following the commencement of the receivership proceedings.

Effect of Sale by the Receiver

As a general principle, a receivership does not affect the priority rankings of secured creditors in relation to other creditors. The priority status of each creditor's claim continues to be governed by the ordinary rules under provincial legislation.²⁷

Upon the appointment of a receiver, the stay of proceedings imposed under the appointment order typically provides that all rights and remedies against the debtor or affecting the debtor's property are stayed except with the consent of the receiver or the leave of the court. The stay therefore prevents the exercise of enforcement remedies by higher-ranking secured creditors or other claimants entitled to priority. While a court may, upon application by a secured creditor, lift the stay in respect of a specific asset and permit the secured creditor to enforce its security over that asset, the court may instead decide that the asset should be sold by the receiver to the benefit of all stakeholders.²⁸

In a court-appointed receivership, the receiver typically obtains a court order authorizing it to sell certain assets, as the Receiver has done in the present case with respect to the Trigger Real Properties. The entitlement to the proceeds of sale will largely be determined by the priority ranking of the secured creditors' respective security interests. In some instances, a receiver may sell the assets despite the fact that they are subject to a senior-ranking claim, and the senior-ranking claimant may then claim priority in respect of the proceeds of sale.²⁹

In a court-appointed receivership, the court will typically approve the distribution of proceeds to those who are entitled to them according to the priority ranking of their respective claims. The court order will also typically provide that the receiver's fees and costs are a first charge on the assets, and have priority over all security interests, trusts, liens or encumbrances. The only funds available

²⁵ *Citifinancial Canada East Corp. v. Hurley (Trustee of)* (2006), 20 CBR (5th) 74 (NBQB).

²⁶ *Re Canadian Engineering & Contracting Co* (1994), 28 CBR (3d) 136 (Ont Ct Gen Div.). See also R.J. Wood, "The Floating Charge on Land in the Western Provinces" (1992) 20 *Canadian Business Law Journal* 132 at 133-36.

²⁷ R.J. Wood, *Bankruptcy and Insolvency Law*, 2nd ed (Toronto: Irwin Law Inc., 2015) ["Wood"], p.535.

²⁸ *Ibid*, p. 532.

²⁹ *Ibid*, p. 535.

for distribution among unsecured creditors will be any surplus value remaining once the secured creditors and other priority claimants have been paid.³⁰

Proceeds of Sale

Pursuant to an approval and vesting order which is typically granted by the court following a sale of assets by the receiver, the court approves of the sale and provides for the vesting of title to the assets in the purchaser free and clear of all security interests, liens and other claims, subject to certain specified exceptions.

The approval and vesting orders dated December 1, 2020, May 18, 2021 and June 14, 2021 (collectively, the “**Approval and Vesting Orders**”) in respect of the Baker Property, the Saugeen Property and the Colby Property, respectively, each provide at paragraph 4 that for the purposes of determining the priority of Claims (as defined therein), the net proceeds from the sale of the applicable property shall stand in the place and stead of that property. The Approval and Vesting Orders provide that from the date the Receiver delivers a Receiver’s Certificate upon the completion of the sale, all Claims shall attach to the net proceeds from the sale of the property with the same priority as they had with respect to the property immediately prior to the sale, as if the property had not been sold. Therefore, for the purposes of determining priorities among the creditors, ClearFlow’s security interest in the Baker Property, the Saugeen Property and the Colby Property is deemed to continue in the proceeds with the same priority as it had with respect to the sold property.

Specific Comments on Liens

Following the review of title to the Trigger Real Properties, we have identified two notable types of registered encumbrances:

1. Construction Liens

As at the date we reviewed the parcel registers for the Trigger Real Properties, there was at least one construction lien and a corresponding certificate of action registered on title to all Trigger Real Properties, except for the Baker Property. The particulars of the construction liens registered on title to the Trigger Real Properties (collectively, the “**Construction Liens**”), together with the Condo Lien (as defined below), including the claimants, the amounts claimed, and the dates of registration are set out below:

Property	Date of Search	Lien Claimant	Construction Lien Date	Quantum	Lien Instrument No.	Certificate of Action Date	Certificate Instrument No.
Baker	November 3, 2020	NIL					

³⁰ *Ibid*, p. 537.

Saugeen	May 11, 2021	Ace Lawn Care Inc. (“ Ace ”)	November 30, 2020	\$425,383	BR162705	February 26, 2021	BR165907
		J.B. Construction Inc. (“ JBC ”)	December 16, 2020	\$51,701	BR163349	February 26, 2021	BR165833
Colby	May 27, 2021	Ace	November 30, 2020	\$9,388	WR1301363	February 26, 2021	WR1321471
		JBC	November 12, 2020	\$90,171	WR1297107	March 4, 2021	WR1322731
Old Post Road	May 11, 2021	Ace	November 30, 2020	\$50,544	WR1301358	February 26, 2021	WR1321474
		Waterloo North Condominium Corporation No. 9	February 22, 2021	\$3,467	WR1319748		

A construction lien is a claim created and governed by the *Construction Act*, and is typically used by subcontractors or suppliers of materials and/or services for construction, repair or alteration of buildings or other structures on land. The *Construction Act* was amended, with modernized provisions coming into force on July 1, 2018.

Where a contract was entered into, or a procurement process was commenced with respect to an improvement prior to July 1, 2018, the provisions of the former legislation, the *Construction Lien Act*, will apply. What constitutes a “contract” to the improvement to the land is currently under debate in the industry, however, arguably, the architect/engineering contracts, environmental contracts, etc. apply.

The *Construction Act* provides a mechanism for the preservation of a claim for lien by way of registration or, alternatively, the expiration of a lien if such registration does not occur within the requisite time period. The *Construction Act* also provides the means of perfecting (i.e. enforcing) preserved claims for lien. If a lien is not preserved or perfected within the requisite time period under the *Construction Act*, then the construction lien rights expire.³¹ If a construction lien is preserved and perfected in accordance with the *Construction Act*, it likely has priority over an unregistered mortgage.³²

Under the new rules, a contractor’s lien must be preserved within 60 days from the earlier of: (a) the date a certificate of substantial performance is published or (b) the date the contract is completed, abandoned or terminated. The lien claimant then has 90 days to perfect its lien after

³¹ D. Bristow et. al, *Construction, Builders’ and Mechanics Liens in Canada*, 8th ed (Toronto: Carswell, 2020) at § 1:4.

³² *Ibid*, § 5:6.

the last day on which the lien could have been registered. If the previous rules apply, the subcontractor has 45 days to preserve its lien and 45 days from the last date the lien could have been preserved to perfect the lien. This has implications for the timeliness of JBC's lien on the Saugeen Property, which is the only Trigger Real Property in respect of which the previous rules may apply.

Section 78(1) of the *Construction Act* provides that “*except as provided in [Section 78], the liens arising from an improvement have priority over all conveyances, mortgages or other agreements affecting the owner's interest in the premises*”. No provision of Section 78 expressly addresses the priority of unregistered mortgages, and as such, construction liens likely have priority over unregistered mortgages pursuant to Section 78(1).

In light of the foregoing, the Construction Liens, if valid and enforceable, have priority over the Equitable Mortgages.

It is worth noting that pursuant to Section 78(6) of the *Construction Act*, a subsequently registered mortgage may have priority³³ over construction liens to the extent of any advance made after the time when the first lien arose, unless:

- a) at the time when the advance was made, there was a preserved or perfected lien against the premises; or
- b) prior to the time when the advance was made, the person making the advance had received written notice of a lien.

While we have reviewed certain documentation provided by Ace and JBC to purportedly support their Construction Liens, at this time, we have not independently verified (i) the nature of materials and/or services provided by the Construction Lien claimants and the invoices in respect thereof, or (ii) whether the Construction Liens were preserved and perfected in accordance with the *Construction Act*. As a result, we express no opinion as to the validity and enforceability of the Construction Liens at this time.

2. Condominium Lien

As at May 11, 2021, a lien was registered on title to the Old Post Road Property under the *Condominium Act* (the “**Condo Lien**”) in favour of Waterloo North Condominium Corporation No. 9 (the “**Condo Corp**”) in the amount of \$3,467.00. The Condo Lien was registered on February 22, 2021.

It is our understanding that the Condo Lien relates to an agreement (the “**Condo Agreement**”) dated October 29, 2020 between J. Gdak and the Condo Corp for the purpose of making certain alterations/improvements to the Old Post Road Property and its appurtenant parts of the common elements.

³³ The lien will still have priority to the extent there is any deficiency in the holdback under Section 78(5) of the *Construction Act*.

The Condo Agreement was entered into pursuant to Section 98 of the *Condominium Act*, which permits owners to make additions, alterations or improvements to the common elements of a condominium upon entering into an agreement with the condominium corporation which meets certain requirements, as more particularly set out in Section 98(1)(b) of the *Condominium Act*.

Section 98(4) of the *Condominium Act* provides that “*the [condominium] corporation may add the costs, charges, interest and expenses resulting from an owner’s failure to comply with an agreement to the common expenses payable for the owner’s unit and may specify a time for payment by the owner.*”

Further, pursuant to Section 85(1) of the *Condominium Act*, “*if an owner defaults in the obligation to contribute to the common expenses payable for the owner’s unit, the [condominium] corporation has a lien against the owner’s unit and its appurtenant common interest for the unpaid amount together with all interest owing and all reasonable legal costs and reasonable expenses incurred by the corporation in connection with the collection or attempted collection of the unpaid amount*”.

Based on the information that we’ve been provided with by the Condo Corp’s counsel, we understand that the Condo Lien relates to a default by J. Gdak under the Condo Agreement in connection with the payment of the costs incurred by the Condo Corp thereunder. Based the foregoing and Sections 98(4) and 85(1) of the Condo Act, the Condo Corp likely has a lien against the Old Post Property resulting from J. Gdak’s default under the Condo Agreement.

Section 86.1 of the *Condominium Act* provides that “*a lien mentioned in subsection 85 (1) has priority over every registered and unregistered encumbrance even though the encumbrance existed before the lien arose but does not have priority over,*

- (a) a claim of the Crown other than by way of a mortgage;*
- (b) a claim for taxes, charges, rates or assessments levied or recoverable under the Municipal Act, 2001, the City of Toronto Act, 2006, the Education Act, the Local Roads Boards Act or the Statute Labour Act; or*
- (c) a lien or claim that is prescribed.”*

Based on a plain reading of Section 86.1, the Condo Lien, if valid and enforceable, has priority over the Equitable Mortgages.

At this time, we have not independently verified whether a default has occurred under the Condo Agreement. As a result, we express no opinion as to the validity and enforceability of the Condo Lien at this time.

III. LIMITATION ON RELIANCE

This letter is furnished solely for the benefit of the addressee and only in connection with GT’s appointment and performance of duties as the Receiver and may not be relied upon by any other person or used for any other purpose, nor may it be disclosed to any other person or quoted in whole or in part or otherwise referred to, without our prior written consent. Our opinions are given as of the date of this opinion letter; among other things, our opinions do not take into account any

circumstance (including changes in law or facts or the conduct of any of the parties to the Trigger GSA) that may occur after that date. We expressly disclaim any obligation or undertaking to advise any persons to whom this opinion is or any other persons entitled to rely on this opinion letter, of any matters or any change in matters (including, without limitation, any facts or circumstances or any subsequently enacted, published or reported laws, regulations or judicial decisions having retroactive effect) which may come to our attention after the date of this opinion letter and which may affect any of our opinions.

We would be pleased to discuss with you in more detail any of the matters referred to in this letter.

Yours truly,

BORDEN LADNER GERVAIS LLP

BORDEN LADNER GERVAIS LLP

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SCHEDULE A

QUALIFICATIONS

1. The scope of our due diligence was limited to the searches and review of registered encumbrances specifically set out in this letter. Other than the sub-search of title as noted above, we have not conducted any title or off-title searches or examined any site plan, survey or other physical evidence of improvements and real property boundaries. We have made no enquiries with respect to the Trigger Real Properties with respect to any laws, by-laws, regulations or requirements of any federal, provincial, municipal or other authority and in particular, but without limitation, we have made no enquiries with respect to any zoning, building, planning, environmental, health, fire, hydro, gas, water, conservation authority, or other requirements nor enquired as to the existence of any work orders, notice of compliance or other similar regulatory requirements.
2. We have made no investigations of the title to the lands abutting the Trigger Real Properties to confirm compliance with Section 50 of the *Planning Act* (Ontario).
3. No opinion is given as to the beneficial title of the Trigger Real Properties and we have relied solely upon the March 31 Order in that respect. Accordingly, no opinion is given as to the effectiveness of the Trigger Real Properties as security, where effectiveness depends on beneficial title of the property.
4. We express no opinion as to the validity and enforceability of the Construction Liens and the Condo Lien under any applicable laws, including, without limitation, the *Construction Act* and the *Condominium Act*.
5. All opinions which expressly or by necessity relate to the enforceability of the Trigger GSA (which, as used in this Schedule and as the context may require, includes validity, legality and binding effect) are subject to:
 - a. applicable bankruptcy, insolvency, winding up, arrangement, liquidation, fraudulent preference and conveyance, reorganization, moratorium and realization laws and other similar laws (including, without limitation and notwithstanding any specific references herein, provisions of the PPSA (Ontario) at the time affecting the rights and remedies of creditors generally;
 - b. equitable limitations on, and defences against, the availability of remedies and equitable principles of application to particular proceedings at law or in equity and no opinion is expressed regarding the availability of any equitable remedy (including those of specific performance and injunction), which remedies are only available in the discretion of a court of competent jurisdiction;
 - c. the power of a court to grant relief from forfeiture;
 - d. applicable laws regarding limitations of action;
 - e. a court's powers to stay proceedings and execution of judgments;

- f. a court's discretion to decline to hear any action or give effect to an obligation if to do so would be contrary to public policy or if it is not the proper forum to hear such action;
- g. limitations which may be imposed by law or equity on the effectiveness of terms exculpating a party from a liability or limiting the liability of a party;
- h. limitations upon the right of a creditor to receive immediate payment of amounts stated to be or which may become payable on demand;
- i. limitations upon the right of a party to enforce a provision based upon a minor or non-substantive default;
- j. implied obligations requiring good faith, fair-dealing and reasonableness in performance and enforcement of a contract; and
- k. the following limitations:
 - (i) provisions which purport to establish evidentiary standards, such as provisions stating that certain calculations or certificates will be conclusive and binding, may not be enforceable or may be limited in application;
 - (ii) the *Courts of Justice Act* (Ontario) limits interest on a judgment debt arising under the judgment of an Ontario court to rates prescribed by regulation from time to time;
 - (iii) rights of indemnity may be limited by applicable law;
 - (iv) determinations or demands made in exercise of a discretion may be unenforceable if made in an unreasonable or arbitrary fashion;
 - (v) provisions providing for recovery of fees and expenses may be restricted by a court to a reasonable amount and counsel fees are subject to taxation;
 - (i) no opinion is expressed as to the enforceability of any provision which purports to provide for a higher rate of interest after default than before;
 - (ii) the validity and enforceability of provisions inserted in any agreement or instrument that purport to sever from the agreement or instrument any provision that is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of the agreement or instrument would be determined only in the discretion of the court;
 - (iii) no opinion is expressed as to the enforceability of any provision which purports to waive the benefit or protection of any doctrine, principle or statutory protection viewed by the court as being based on public policy;
 - (iv) no opinion is expressed as to the enforceability of any provision purporting to exclude unwritten variations, amendments, waivers or consents;

- (v) no opinion is expressed as to the enforceability of any power of attorney or non-judicial remedies provided for in the Trigger GSA;
 - (vi) no opinion is expressed as to any licences, permits or approvals that may be required in connection with the enforcement or performance of the Trigger GSA, whether such enforcement involves the operation of the business of Trigger or a sale, transfer or disposition of any of its property or assets;
 - (vii) no opinion is expressed as to the enforceability of any provision of the Trigger GSA which purports to constitute a receiver or receiver and manager thereunder as agent of Trigger or absolve a receiver or receiver and manager of responsibility for its acts;
 - (viii) no opinion is expressed as to the enforcement of any security interest or hypothec in federal Crown debts to which the *Financial Administration Act* (Canada) applies;
 - (ix) remedies exercisable upon default of the Trigger GSA must be exercised in good faith and in a commercially reasonable manner;
 - (x) no opinion is expressed as to the enforceability of sections of the Trigger GSA which may be characterized by a court as an unenforceable penalty and not as a genuine pre-estimate of damages; and
 - (xi) no opinion is expressed as to the enforceability of any provision of the Trigger GSA which require any party to pay, or to indemnify ClearFlow for, the costs and expenses of ClearFlow in connection with judicial proceedings, since those provisions may derogate from a court's discretion in respect of costs of and incidental to an proceeding, or may be inconsistent with the court's determination as to by whom and to what extent those costs should be paid.
6. We express no opinion as to whether any security interest given under the Trigger GSA constitutes a fraudulent preference pursuant to the provisions of the *Bankruptcy and Insolvency Act* (Canada).
 7. A judgment of a court in Canada may be awarded only in Canadian currency.
 8. All previous corporate registered owners of the Trigger Real Properties, or any part thereof, were subsisting incorporated corporations during their respective period of ownership.
 9. We have not sought confirmation of the status of any document or agreement relating to the Real Properties.
 10. We have not confirmed compliance with any registered agreements or instruments nor have we examined the terms of any prior charge to determine whether the granting of a security interest in Trigger Real Properties is permitted, or requires consent or notice or both.
 11. Notwithstanding any specific references herein, we have made no investigation of the laws of any jurisdiction other than, and our advice is confined to, the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

Our opinions are further subject to the following limitations, qualifications and reservations with respect to the Real Properties:

1. The reservations, limitations, exceptions, provisos and conditions expressed in the original patent or grant from the Crown, as the same may be varied by statute;
2. Any matters which might be revealed by (a) a review of an up-to-date survey of the Real Properties; or (b) an inspection and/or site investigation of the Trigger Real Properties;
3. Any liens for unpaid public utility charges;
4. Any taxes, rates, assessments or governmental or other charges, and any liens for taxes, rates, assessments or governmental or other charges, which may in future be due and payable or added to the tax rolls with respect to the Trigger Real Properties;
5. The priority of any liens or charges under the *Construction Act* not yet filed or registered, for which the registration period has not yet expired or whether written notice has not been given in accordance with applicable law or which relate to obligations not yet due and payable; and the rights of any persons having unperfected liens under the *Construction Act* to the extent of any deficiency in holdbacks required to be retained by the owner of the Trigger Real Properties under that act;
6. Unregistered instruments, liens, charges, adverse claims, statutory claims, levies, rights-of-way, watercourses, easements, security interests or other encumbrances of any nature whatsoever now or hereafter claimed under or pursuant to any applicable legislation, statute or regulation by any governmental department, agency or authority or any other entity having powers vested in it by statute and any unregistered interest in the Trigger Real Properties of which you have actual notice;
7. Any rights of expropriation, access or user or any other rights conferred, reserved or vested by, under, or in any statutes of Canada or the Province of Ontario;
8. All applicable governmental, municipal and provincial restrictions, orders, laws, by-laws and regulations including, without limitation, land use control, zoning and building by-laws and official plans;
9. Any native land claims which may affect the Trigger Real Properties;
10. The exceptions and qualifications under Section 44(1) of the LTA contained in paragraphs 11 and 14 therein; and
11. The rights of any person that would, but for the LTA, be entitled to the Trigger Real Properties or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention, if so stated on the parcel register for the Real Properties.

Appendix 25

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com



File No. 547730.000032

June 18, 2021

DELIVERED BY EMAIL

Grant Thornton Limited
200 King Street West, 11th Floor
Toronto, ON M5H 3T4

Attention: Jake Wiebe

Dear Mr. Wiebe:

Re: Trigger Wholesale, Inc. (“Trigger”)

Grant Thornton Limited (“GT”) has been appointed as the receiver (in such capacity, the “**Receiver**”) of, *inter alia*, all of the assets, undertaking and properties of Trigger pursuant to an Appointment Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 22, 2020 (the “**Appointment Order**”). We also refer to: (i) the Order for directions of the Court dated March 31, 2021 (the “**March 31 Order**”); and (ii) the second report of the Receiver dated March 17, 2021 (the “**Second Report**”).

This report is supplemental and in addition to our opinion dated as of May 21, 2021 and addressed to you (the “**May 21 Opinion**”), wherein we provided you with our analysis and opinions with respect to, *inter alia*, the validity and enforceability of certain personal property security in the Province of Ontario (the “**Province**”) granted by Trigger to ClearFlow Commercial Finance Corp. (“**ClearFlow**”) in connection with Trigger’s liability and obligations under or in connection with the Transaction Documents (as defined therein). All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Appointment Order, the March 31 Order, the Second Report and the May 21 Opinion, as the context requires.

In connection with your appointment as Receiver, you have asked us to consider the personal property security granted by Trigger to ClearFlow and provide a further opinion in respect of the enforceability, validity and perfection in the Province of such security in the collateral comprising the Personal Property Assets (as such term is defined in the Second Report). For the avoidance of doubt, this letter and the opinions provided for herein are limited to the Personal Property Assets, and our opinions provided herein do not extend or relate to any other personal property or any real property matters, which is beyond the scope of this letter and has been, or will be, as the case may be, addressed separately.

I. SCOPE OF REVIEW

We reviewed the Documents (as defined in the May 21 Opinion) generally to identify any aspect of the Documents or any registrations which did not appear complete and regular on their face or which appeared to raise other problems. The opinions expressed herein are subject to the assumptions, qualifications and limitations as set out in the May 21 Opinion.

II. OPINION REGARDING THE PERSONAL PROPERTY ASSETS

While the Security on its face constitutes legal, valid and binding obligations of Trigger under the laws of the Province, enforceable against Trigger in accordance with their terms, for the reasons discussed herein, it is unlikely that ClearFlow has a perfected and enforceable security interest in the Personal Property Assets.

As set out in the Second Report, the Personal Property Assets are comprised of the following, each of which were sold to and/or registered in the name of either Mark Gdak or Jaimee Gdak:

- i) 2018 Sea Ray SLX 400;
- ii) 2018 Scarab 255 Impulse;
- iii) 2018 Karavan 255 trailer;
- iv) Two 2018 Can Am Outlander XMR all terrain vehicles;
- v) Two 2018 Sea Doo GTI SE 155 personal watercraft with 2018 Sea Doo Move II trailer;
- vi) 2018 CTC 7X9 Black and Red Trailer;
- vii) 2017 Land Rover Range Rover Sport; and
- viii) Rolex Diamond Dial Watch, Rolex Datejust Diamond Watch, Breitling Watch, Omega Watch and ladies 18 Karat Paladium Diamond Necklace.

Pursuant to paragraph 9 of the March 31 Order, the Court ordered and declared that the Personal Property Assets are owned by Trigger, free and clear of any interests or claims of the other Respondents.

To determine whether the Trigger GSA and the Clear Flow PPSA registrations are sufficient to create a perfected security interest in the Personal Property Assets (or any portion thereof) in favour of ClearFlow, consideration must be made as to whether such Personal Property Assets are “consumer goods” as defined in the *Personal Property Security Act* (Ontario) (“PPSA”). Whether or not the Personal Property Assets are consumer goods is a matter of fact. The PPSA defines consumer goods as “goods that are used or acquired for use primarily for personal, family or household purposes”. Case law on the determination of whether an asset is a consumer good indicates that the actual use to which the asset is put, or for which the asset was acquired, is determinative. We note that there is some case law which considers whether an asset was purchased

by a corporate debtor as an indication that such asset was not a consumer good, however this was only in the absence of any evidence to the contrary. Use of such asset for personal, family or household purposes would likely be considered such evidence to the contrary.

If the Personal Property Assets are determined to be a consumer good at law (that is, the collateral is found to have been *used or acquired for use primarily for personal, family or household purposes*), then notwithstanding that Trigger may have paid for the Personal Property Assets and the Court declared that the Personal Property Assets are the property of Trigger, ClearFlow would not have a perfected security interest in the Personal Property Assets. This is because ClearFlow's PPSA registration as against Trigger (which is summarized in Schedule "D" of the May 21 Opinion) does not check the "consumer goods" collateral classification, or comply with the other requirements set out in the PPSA with respect to the registration of a security interest in consumer goods.

While the Second Report provides that each of the Personal Property Assets were paid for by Trigger and the Court declared in the March 31 Order that the Personal Property Assets are the property of Trigger, we do not have sufficient information to make a determination as to whether the Personal Property Assets (or any one of them) are consumer goods. Given the nature of the Personal Property Assets and their location, as described in the Second Report, it is likely they would be regarded as consumer goods, within the context of the PPSA. If that is the case, then ClearFlow would not have a perfected security interest in the Personal Property Assets. In such case, and pursuant to Section 20(1)(b) of the PPSA, ClearFlow's *unperfected* security interest in the Personal Property Assets would not be effective as against a person who represents the creditors of Trigger, including an assignee for the benefit of creditors and a trustee in bankruptcy. In connection therewith, we note that pursuant to paragraph 6 of the Appointment Order, the Receiver was authorized to file an assignment in bankruptcy for Trigger. Accordingly, the Receiver filed an assignment in bankruptcy for Trigger, at which time GT became the trustee in bankruptcy of Trigger.

Further, pursuant to the PPSA, a security interest cannot attach to after-acquired consumer goods (other than accessions, and none of the Personal Property Assets are likely accessions). Therefore, if any of the Personal Property Assets are consumer goods, and they were acquired after the most recent ClearFlow security agreement which would otherwise purport to create a charge over them as after-acquired property, the security interest under the ClearFlow security would not attach to them.

We would be pleased to discuss with you in more detail any of the matters referred to in this report.

Yours truly,

BORDEN LADNER GERVAIS LLP

A handwritten signature in cursive script that reads "Borden Ladner Gervais LLP".

Appendix 26

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

AFFIDAVIT OF JACOB WIEBE

I, **JACOB WIEBE**, of the Town of Uxbridge, in the Province of Ontario, **MAKE OATH AND SAY** that:

1. I am Senior Vice-President of Grant Thornton Limited, ("**GTL**") which was appointed as Interim Receiver and Receiver of the Respondents in these proceedings. As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe such to be true.
2. Attached and marked as Exhibit "**A**" to this my affidavit is a true copy of the detailed billing setting out the fees and disbursements of GTL in its capacity as Receiver from August 1, 2021 to October 31, 2021, totalling \$82,392.93, including HST in the amount of \$9,478.83 and such is summarized on Exhibit "**B**" to this my affidavit.
3. Given the complexity of this insolvency matter, I believe the hourly rates and the total amount of fees are reasonable and comparable for insolvency services of this nature rendered by other firms in the City of Toronto.
4. The hours spent on this matter and disbursements incurred by GTL are outlined in detail in Exhibits "**A**" and "**B**" and I believe were reasonable and appropriate in the circumstances.

- SWORN BEFORE ME** over video)
teleconference this 26th day of November, 2021, in)
accordance with Ontario Regulation 431/20.)
The affiant was located in the Town of)
Uxbridge, Ontario, while the commissioner,)
Mariela Adriana Gasparini was located in)
Vaughan, Ontario)

LSO License No.: P14458

Jacob Wiebe

Commissioner for Taking Affidavits, etc.

Exhibit "A" to the Affidavit of Jacob Wiebe, sworn
before me this 26th day of November, 2021

A handwritten signature in blue ink, appearing to read "Adrienne Gosselin", written over a horizontal line.

Commissioner for Taking Affidavits, etc.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

BILL OF COSTS

BN 12738 4717 RT0001
Client # 294801
Invoice #LSON-7601

To professional services rendered as Receiver and Manager for the period from August 1, 2021 to August 31, 2021.

Date	Full Name	Time	Detail
August 3, 2021	Jason Kanji	2.10	Correspond with Clearflow re: HST matters; Draft letter to RBL re: document request; Correspond with auctioneer re: vehicle sales.
August 3, 2021	Rosa Wilford	0.40	Review account ledger; Prepare copies of the Estate General Ledger, and the supporting documentation for the receipts and disbursements to file HST for the period July 1-31, 2021; Email team for review and direction; Follow-up correspondences on June HST; Emails.
August 3, 2021	Jake Wiebe	1.20	Call with Clearflow and counsel; Call with team with instructions.
August 4, 2021	Jason Kanji	1.00	Correspond with and review CRA information; Liaise with Auctioneers re: vehicle sales; Review report matters.

Date	Full Name	Time	Detail
August 4, 2021	Jason Kanji	2.10	Review QB invoices and HST matters; Correspond with Clearflow on same.
August 5, 2021	Jason Kanji	0.50	General banking matters.
August 5, 2021	Rosa Wilford	0.30	Review internal email instructions from team re Banking; Review payment request; Review account ledger; Prepare outgoing wire disbursement requisition form; Prepare Bank letter for signing; Setup accrual payment.
August 6, 2021	Jake Wiebe	5.30	Drafting report to court.
August 6, 2021	Rosa Wilford	1.20	Review internal email instructions from team re Banking; Review payment requests; Review account ledger; Prepare various disbursement requisition forms; Match to payment schedule; Notify authorized signing officer for approvals; Post multiple invoice entries; Issue various cheques; Emails.
August 10, 2021	Rosa Wilford	0.80	Review internal email instructions from team re Banking; Review payment requests; Review account ledger; Prepare disbursement requisition form; Set-up accrual payment; Prepare bank letter; On-line banking; Review print screens; Correspondences with Bank on providing support for unknown funds received; Notify team re same; Provide team with banking reports; Emails.
August 10, 2021	Rania Erian	0.10	Website maintenance.
August 10, 2021	Jason Kanji	1.00	Draft distribution schedule and SRD.
August 11, 2021	Jason Kanji	4.30	Cancellation of Insurance matters; Finalizing report to court; Call with the CRA re: HST Returns; Calls with Clearflow re: QuickBooks; Follow up with designer and engineer re: invoices.
August 11, 2021	Rania Erian	1.80	Prepare the affidavit of fees.
August 11, 2021	Rosa Wilford	0.50	On-line banking; Review and print screens; Various correspondences with team/Bank re incoming wires received; Provide support for review and directions; Emails.
August 11, 2021	Jake Wiebe	6.80	Finalize report to court and appendices; Disc with counsel and team re: same.
August 12, 2021	Jake Wiebe	1.20	Sign fee affidavit, Final read and signing of report to court.

Date	Full Name	Time	Detail
August 12, 2021	Rosa Wilford	1.60	Correspondences to and from Bank for authorization of wire transfers/confirmations; Faxes; Emails; Post disbursement and payment entries; Print and attach transaction reports; Provide team with wire confirmations; On-line banking; Review estate bank account/print screens; Post EFT entries; and reconcile July statement; Review internal email instructions from team re Banking; Prepare receipt requisition form; Post deposit entries; Print slip and stamp date for signing; Respond to Bank email.
August 12, 2021	Ada Shahini	0.60	WEPP Administration: Prepared WEPP documentation for completion of file; Reviewed and gathered supporting documents; Uploaded letters to WEPP and CRA on server.
August 12, 2021	Jason Kanji	1.30	Call with Clearflow re: QuickBooks matters; Review fee affidavit.
August 13, 2021	Rosa Wilford	0.50	Reconcile July GIC term deposits; Print Summary of Estate Balance Report; Print and attach copies of investments; Match to reconciliation and initial report; Provide to authorized officer for review and signing.
August 13, 2021	Rosa Wilford	0.80	Review internal email instructions from team re Banking; Review payment requests; Review account ledger; Notify team for review; Prepare outgoing wire disbursement requisition form; Prepare Bank letter for signing; Setup accrual payment; Post invoice entries; Issue cheque; Emails.
August 13, 2021	Jake Wiebe	3.30	Review Motion Record.
August 16, 2021	Valerie Naccarato	0.40	Deposit at bank.
August 16, 2021	Rosa Wilford	0.60	Review mail; Notify team; Prepare receipt requisition forms with supporting documentation; Post deposits entries, print slips and stamp date for signing; Provide to team for banking; Review internal instructions from team re Banking; Review account ledger/HST; Provide support; Emails.
August 16, 2021	Jake Wiebe	3.60	Prepare for and attend conference call with Clearflow; Instructions to counsel re: RLB communication; Email to Clearflow re: same.
August 16, 2021	Jason Kanji	1.30	Call with Clearflow re: QuickBooks; Review QuickBooks for invoices re: HST matters.
August 17, 2021	Jason Kanji	4.60	Review trigger liens and supporting documentation on analysis.
August 17, 2021	Jake Wiebe	2.90	Call with team re: lien legal opinion review and HST documentation in Trigger records.

Date	Full Name	Time	Detail
August 18, 2021	Valerie Naccarato	0.20	Scan individually signed reconciliation of account with supporting documentation in estate folders on server re June 2021; and file in cabinet.
August 19, 2021	Valerie Naccarato	0.40	Review mail; Scan and notify team; Scan receipts and disbursements to server and file originals.
August 20, 2021	Jake Wiebe	2.60	Prepare for court motion; Brief J. Kanji on attendance; Debrief with J. Kanji after court.
August 20, 2021	Rosa Wilford	0.50	Review account ledger for maturing GIC's; Correspondences to and from Bank to provide copies of investment certificate; Review document; Prepare receipt and disbursement requisitions forms for matured / renewed GIC's principal and interest; Post entries; Update schedule. Email.
August 20, 2021	Jason Kanji	1.30	Prepare for and attend court.
August 23, 2021	Jason Kanji	2.60	Review servers and emails for matters pertaining to HST filings; Review insurance matters; General proceeding updates; Closing matters with counsel on 265 Old Post Road.
August 25, 2021	Jason Kanji	3.70	Prepare for and attend call with the CRA re: HST filings; Review of Lien matters; Calls internally to discuss HST and Lien matters.
August 25, 2021	Jake Wiebe	2.80	Review lien summary from BLG; Call with team re: same and HST refilling issue; Call with team re: receivership HST returns.
August 26, 2021	Jason Kanji	2.30	Review HST matters; General proceeding updates; Follow up with designers re: lien matters; Correspond with forensics external team re: date production.
August 26, 2021	Rania Erian	0.10	Website maintenance.
August 30, 2021	Jason Kanji	2.40	Correspond with counsel on Lien matters and closing of 265 Old Post Road matters; Review HST letter from CRA re: provisions to disallow; Internal correspondence re: same.
August 30, 2021	Valerie Naccarato	0.30	Review internal instructions from team; Prepare cheque requisition form; Post entry; General banking administration.
August 30, 2021	Valerie Naccarato	0.40	Review internal email instructions; Prepare disbursement requisition form; Prepare wire transfer letter to Bank; Notify team for approval; Correspondence to and from Bank; Fax requisition to Bank.
August 30, 2021	Jake Wiebe	2.10	Review lien summary from counsel; Call with team re: same; Call with counsel re: same.

Date	Full Name	Time	Detail
August 31, 2021	Valerie Naccarato	0.50	Notify team of out-going RBC wire; post to Ascend; Review internal instructions from team; Prepare receipt requisition form; Post deposit entry; Notify Team; Scan individually signed reconciliation of account with supporting documentation in estate folders on server re July 2021; and file in cabinet.
August 31, 2021	Jason Kanji	2.10	Correspond with counsel on old post-closing; Correspond with Reliance re: contract assignment; Review CRA matters.

Time Charges and Expenses:

J. Wiebe, Sr. Vice President	31.80 hours @ \$640.00 per hour	\$ 20,352.00
J. Kanji, Manager	32.60 hours @ \$320.00 per hour	\$ 10,432.00
R. Wilford, Manager	7.20 hours @ \$280.00 per hour	\$ 2,016.00
A. Shahini, Sr. Associate	0.60 hours @ \$180.00 per hour	\$ 108.00
V. Naccarato, Analyst	2.20 hours @ \$150.00 per hour	\$ 330.00
R. Erian, Analyst	2.00 hours @ \$150.00 per hour	\$ 300.00
	<u>76.40</u>	<u>\$ 33,538.00</u>
5% Technology and Administration		\$ 1,676.90
		<u>\$ 35,214.90</u>
HST		\$ 4,577.94
		<u>\$ 4,577.94</u>
Total Invoice Due		<u>\$ 39,792.84</u>

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

BILL OF COSTS

BN 12738 4717 RT0001
Client # 294801
Invoice #LSO-7715

To professional services rendered as Receiver and Manager for the period from September 1, 2021 to September 30, 2021.

Date	Full Name	Time	Detail
September 1, 2021	Rania Erian	0.20	Website maintenance.
September 1, 2021	Valerie Naccarato	0.80	Review internal email instructions; Prepare disbursement requisition forms; Prepare wire transfer letters to Bank; Notify team for approval; Correspondences to and from Bank for authorization of wire transfer/confirmation; Fax; Emails; Post disbursement and payment entries; Print and attach transaction report; Provide team with wire confirmation.
September 2, 2021	Jason Kanji	1.00	Correspond with Counsel re: closing of Old Post Road and distribution matters.

Date	Full Name	Time	Detail
September 3, 2021	Valerie Naccarato	1.50	Review online banking; Notify team of incoming wire, prepare deposit requisition form, post entry; Prepare disbursement requisition for; Prepare wire transfer letter to Bank; Notify team for approval.
September 3, 2021	Jake Wiebe	1.80	Review HST letter from CRA; Call with Clearflow re: HST and corporate tax refiling; Email to counsel re: sending letter to RLB requesting all schedules provided by Trigger for YE FS preparation.
September 7, 2021	Rosa Wilford	1.00	Review internal email instructions from team re Banking; Review payment requests; Review account ledger; Notify team for review; Prepare outgoing wire disbursement requisition form; Prepare Bank letter for signing; Setup accrual payment; Post invoice entries; Emails. Correspondences to and from Bank for authorization of wire transfer/confirmation; Fax; Emails; Post disbursement and payment entries; Print and attach transaction report; Provide team with wire confirmation.
September 7, 2021	Jason Kanji	1.00	Follow up with DEI re: Data production, Correspond with client re: court orders and data productions.
September 8, 2021	Jason Kanji	1.20	General banking matters; Review of data production; Review of CRA matters.
September 8, 2021	Rosa Wilford	1.00	Review internal instructions from team re Banking; On-line banking; Review print screens for expecting wire; Respond to phone calls /emails; Prepare Bank letter; Assist with banking deposit; Prepare receipt requisition forms; Post entries; Notify team with direction; Emails; Review mail/courier; Notify team with supporting documentation for review and direction; Scan; Email; Review internal email instructions from team re Banking; Prepare receipt requisition forms with supporting documentation; Post deposits entries, print slips and stamp date for signing; Provide to team for banking.
September 8, 2021	Valerie Naccarato	0.40	Deposit at bank.
September 9, 2021	Rosa Wilford	1.50	Review internal email instructions from team re Banking; Review payment requests; Review account ledger; Notify team for review; Prepare outgoing wire disbursement requisition forms; Prepare Bank letters for signing; Setup accrual payments; Post invoice entries; Review HST due for June, July and August 2021; Notify team for review and direction; Emails.

Date	Full Name	Time	Detail
September 9, 2021	Jake Wiebe	1.80	Arranging for payment of monthly allowance to Gdaks; Reviewing HST returns for for June, July and August.
September 9, 2021	Jason Kanji	1.00	Prepare and review HST filings for June July and August.
September 10, 2021	Jason Kanji	2.40	Correspond with respective counsel re: data production; Review HST filings and construction lien matters; Correspond internally re: various proceeding matters; Review of RLB correspondence with counsel.
September 10, 2021	Rania Erian	1.20	Administration matters.
September 10, 2021	Rosa Wilford	1.50	Correspondences to and from Bank for authorization of wire transfers/confirmations; Faxes; Emails; Post disbursement and payment entries; Print and attach transaction reports; Provide team with wire confirmations. Review internal email instructions from team re Banking/HST; Review invoices/statements; Prepare adjusting entries for review and approval; Notify team for direction. Emails.
September 13, 2021	Valerie Naccarato	0.30	Scan various disbursements and receipts to the server and file originals.
September 13, 2021	Rosa Wilford	1.00	Review internal email instructions from team re Banking; Review payment requests; Review account ledger; Prepare outgoing wire disbursement requisition form; Prepare Bank letter for signing; Setup accrual payments; Review HST support; Prepare HST return for review and approval; Notify team for reviews; Emails.
September 13, 2021	Jason Kanji	2.70	General banking matters; Review and amend HST returns; Call with insurance re; refunds; Call internally to discuss proceedings
September 14, 2021	Jason Kanji	1.00	Correspond with Counsel and Secured creditor re: data production and timelines
September 14, 2021	Rosa Wilford	1.20	Review internal email instructions from team; Review and print HST paid support; Prepare and net-file monthly HST returns for the periods for June 2021, July 2021 and August 2021; Update excel schedule; Save on server. Review payment requests; Review account ledger; Prepare disbursement requisition form; Set-up accrual payment; Prepare bank letter; Notify signing officer for review / approval; Emails.
September 15, 2021	Jake Wiebe	0.80	Update call with Clearflow.

Date	Full Name	Time	Detail
September 15, 2021	Rosa Wilford	0.30	Review mail; Prepare receipt requisition forms with supporting documentation; Post deposits entries, print slips and stamp date for signing; Provide to team for banking; Emails.
September 15, 2021	Valerie Naccarato	0.40	Deposit at bank.
September 15, 2021	Jason Kanji	1.20	General banking matters; Review of Colby drive insurance and subsequent payable; Correspond with insurance company on same.
September 16, 2021	Valerie Naccarato	0.30	Scanned cheque requisition form and receipt to server and filed originals.
September 16, 2021	Jake Wiebe	0.40	Update call with counsel.
September 20, 2021	Jake Wiebe	0.80	Meeting with staff re: HST refiling issues.
September 20, 2021	Rosa Wilford	0.80	On-line banking; Review estate bank account/print screens; Post EFT entries; and reconcile August statement; reconcile August GIC term deposit; Print Summary of Estate Balance Report; Print and attach copy of investment; Match to reconciliations and initial report; Provide to authorized officer for review and signing.
September 20, 2021	Valerie Naccarato	0.20	Scanned disbursement to server and filed original.
September 20, 2021	Jason Kanji	2.60	Internal meeting re: PPA, Distributions, Lien matters, CRA HST re-filings; Correspond with counsel re: Lien matters; Prepare distribution analysis.
September 21, 2021	Jason Kanji	3.30	Prepare distribution analysis; Call with counsel re: lien matters; General banking matters.
September 21, 2021	Jake Wiebe	1.10	Call with counsel.
September 22, 2021	Rosa Wilford	0.30	Review internal email instructions from team re Banking: Review account ledger; Review payment requests: Notify signing officer for review, approvals; Prepare disbursement requisition forms; Post invoice entries; Issue cheque; Email.
September 22, 2021	Jason Kanji	2.20	Analysis and review on lien matters; Correspondence internally and with counsel re: same; Update realization schedule for secured creditor

Date	Full Name	Time	Detail
September 23, 2021	Jason Kanji	2.10	Calls internally to discuss internally receivership proceedings; Review CRA HST refiling matters; Lien issues and realization schedules; Review reports re: same.
September 23, 2021	Jake Wiebe	4.50	Reviewing lien summaries; Email to Clearflow re: same; Review and send SRD to Clearflow.
September 24, 2021	Jake Wiebe	4.10	Review financial information provided by accountant.
September 24, 2021	Valerie Naccarato	0.20	Scan cheque requisition form to server and file original.
September 24, 2021	Jason Kanji	1.80	Call with counsel re: liens; Review financial information form RLB.
September 27, 2021	Jason Kanji	0.80	Correspond with team re: RLB Information and GST re-filings.
September 27, 2021	Jesse Cooper	3.00	Calls to discuss next steps for the file. Organize files on the network. Prepare listing of all files in the RLB Information folder. Review GST/HST information in QuickBooks.
September 27, 2021	Jake Wiebe	1.00	Call with Clearflow.
September 28, 2021	Jesse Cooper	3.00	Prepare an Excel GST/HST summary comparing to the values in QuickBooks.
September 29, 2021	Rosa Wilford	0.30	Review mail; Notify team; Prepare receipt requisition forms with supporting documentation; Post deposits entries, print slips and stamp date for signing; Provide to team for banking; Emails.
September 29, 2021	Jesse Cooper	1.00	Review of expenses paid and invoices received by GT. Review of the Gdak Expense Summary.
September 29, 2021	Valerie Naccarato	0.40	Deposit at bank.
September 30, 2021	Rosa Wilford	0.30	Review estate account for maturing GIC investments; Prepare list; Correspondence with Bank; Email.
September 30, 2021	Jake Wiebe	2.20	Reviewing CRA HST claims.

Time Charges and Expenses:

J. Wiebe, Sr. Vice President	18.50	hours @	\$ 640.00	per hour	\$	11,840.00
J. Kanji, Manager	24.30	hours @	\$ 320.00	per hour	\$	7,776.00
R. Wilford, Manager	9.20	hours @	\$ 280.00	per hour	\$	2,576.00
J. Cooper, Sr. Associate	7.00	hours @	\$ 175.00	per hour	\$	1,225.00
V. Naccarato, Analyst	4.50	hours @	\$ 150.00	per hour	\$	675.00
R. Erian, Analyst	1.40	hours @	\$ 150.00	per hour	\$	210.00
	<u>64.90</u>				\$	<u>24,302.00</u>
5% Technology and Administration					\$	<u>1,215.10</u>
					\$	25,517.10
HST					\$	<u>3,317.22</u>
Total Invoice Due					\$	<u><u>28,834.32</u></u>

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

BILL OF COSTS

BN 12738 4717 RT0001
Client # 294801
Invoice #LSO-7816

To professional services rendered as Receiver and Manager for the period from October 1, 2021 to October 31, 2021.

Date	Full Name	Time	Detail
October 1, 2021	Valerie Naccarato	0.40	Deposit at bank; Scan deposit form to server and file original.
October 1, 2021	Rosa Wilford	0.80	Review internal email instructions from team re Banking: Prepare receipt requisition forms with supporting documentation; Post deposits entries, print slips and stamp date for signing; Provide to team for banking; Emails; Complete HST Returns: Review and print General Ledger report; Prepare and net-file monthly HST returns for the period from September 1-30, 2021; Update excel schedule; Save on server with supporting documentation.
October 1, 2021	Jason Kanji	0.50	General receivership matters.

Date	Full Name	Time	Detail
October 4, 2021	Rosa Wilford	0.60	Review internal email instructions from team re Banking; Review account ledger; Review payment requests; Notify signing officer for review and approval; Prepare disbursement requisition forms; Post invoice entries; Issue cheques; Emails.
October 4, 2021	Jesse Cooper	2.00	Review invoices paid. Review invoices received. Prepare payment schedule for outstanding bills. Arrange for the payment of outstanding bills.
October 5, 2021	Jason Kanji	1.00	Prepare and send information to Clearflow re: RLB.
October 5, 2021	Valerie Naccarato	0.20	Scan individually signed reconciliation of account with supporting documentation in estate folders on server re August 2021; file in cabinet.
October 5, 2021	Rosa Wilford	0.40	Review internal email instructions from team re Banking; Review payment requests; Review account ledger; Prepare disbursement requisition form; Set-up accrual payments; Prepare bank letter; Email.
October 5, 2021	Rania Erian	0.20	Case website maintenance.
October 6, 2021	Rosa Wilford	1.20	Correspondences to and from Bank for authorization of wire transfers/confirmations; Fax; Email; Post disbursement and payment entries; Print and attach transaction report; Provide team with wire confirmation.
October 7, 2021	Jason Kanji	0.80	Review of draft lien letters relating to Real Properties.
October 7, 2021	Valerie Naccarato	0.20	Scan deposit and cheque requisition forms to server and file originals.
October 7, 2021	Jesse Cooper	1.00	Call with J Kanji RE HST/GST reports. Review QuickBooks for GST/HST info. Review for source of variance.
October 8, 2021	Jake Wiebe	2.30	Review counsel's proposed response to lien claimants; Call with team re: same and respond to counsel.
October 8, 2021	Jesse Cooper	0.50	Review statements in QuickBooks.
October 8, 2021	Jason Kanji	1.40	Review of CRA matters re: HST refiling
October 12, 2021	Jason Kanji	1.20	Review GST matters relating to Trigger filings.
October 12, 2021	Jesse Cooper	1.80	Review general ledger reports in QuickBooks. Prepare a listing of all sales debits for each period to compare to the GST/HST amounts.

Date	Full Name	Time	Detail
October 13, 2021	Jake Wiebe	2.30	Call with Clearflow re; HST; meeting with team re: same.
October 13, 2021	Jesse Cooper	3.50	Review HST/GST reports in QuickBooks. Pull reports from QuickBooks into PDF and Excel files. Organize the pulled reports. Summarize the information in the reports into the GST/HST Return History workbook.
October 13, 2021	Jason Kanji	3.30	Review GST filings and books & records for composition of returns; Calls with client re: same; Review of information internally.
October 14, 2021	Rosa Wilford	0.50	On-line banking; Print statement; Review estate bank account; Post eft entries and reconcile September statements.
October 14, 2021	Rania Erian	0.80	Administration matters.
October 15, 2021	Rosa Wilford	0.30	Review and reconcile various September GIC term deposits and approve estate balance reports for review and approval by Trustee.
October 15, 2021	Jason Kanji	1.00	Review of RLB financial information.
October 18, 2021	Rosa Wilford	0.30	Review internal email instructions from team re Banking; Review payment requests; Review account ledger; Prepare disbursement requisition form; Set-up accrual payments; Prepare bank letter; Email.
October 19, 2021	Rosa Wilford	0.20	Review mail received; Scan, save on server and notify team; Email.
October 21, 2021	Rosa Wilford	0.50	Correspondences to and from Bank for authorization of wire transfers/confirmations; Fax; Email; Post disbursement and payment entries; Print and attach transaction report; Provide team with wire confirmation.
October 22, 2021	Valerie Naccarato	0.20	Scan cheque requisition form to server and file original.
October 25, 2021	Valerie Naccarato	0.40	Deposit at bank.
October 25, 2021	Rosa Wilford	0.60	Review mail; Notify team; Prepare receipt requisition forms with supporting documentation; Post deposits entries, print slips and stamp date for signing; Provide to team for banking; Emails.
October 27, 2021	Jake Wiebe	0.80	Review HST status with team.
October 27, 2021	Jason Kanji	1.30	Review Trigger HST refiling; Correspond internally and with Clearflow re: same.

Date	Full Name	Time	Detail
October 28, 2021	Valerie Naccarato	0.20	Scan deposit information form to server and file original.
October 29, 2021	Jake Wiebe	2.10	Call with Clearflow; Prepare updated SRD and send to Clearflow.

Time Charges and Expenses:

J. Wiebe, Sr. Vice President	7.50 hours @ \$640.00 per hour	\$ 4,800.00
J. Kanji, Manager	10.50 hours @ \$320.00 per hour	\$ 3,360.00
R. Wilford, Manager	5.40 hours @ \$280.00 per hour	\$ 1,512.00
J. Cooper, Sr. Associate	8.80 hours @ \$175.00 per hour	\$ 1,540.00
V. Naccarato, Analyst	1.60 hours @ \$150.00 per hour	\$ 240.00
R. Erian, Analyst	1.00 hours @ \$150.00 per hour	\$ 150.00
	<u>34.80</u>	<u>\$ 11,602.00</u>
5% Technology and Administration		<u>\$ 580.10</u>
		<u>\$ 12,182.10</u>
HST		<u>\$ 1,583.67</u>
Total Invoice Due		<u>\$ 13,765.77</u>

Exhibit “**B**” to the Affidavit of Jacob Wiebe, sworn
before me this 26th day of November, 2021

A handwritten signature in blue ink, appearing to read "Adrienne Gypier", is written over a horizontal line.

Commissioner for Taking Affidavits, etc.

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

**Billing Summary
for the period from August 1, 2021 to October 31, 2021**

Period	Fees		Disbursements		Subtotal		HST		Total	
August 1-31, 2021	\$	35,214.90	\$	-	\$	35,214.90	\$	4,577.94	\$	39,792.84
September 1-30, 2021	\$	25,517.10	\$	-	\$	25,517.10	\$	3,317.22	\$	28,834.32
October 1-31, 2021	\$	12,182.10	\$	-	\$	12,182.10	\$	1,583.67	\$	13,765.77
	\$	72,914.10	\$	-	\$	72,914.10	\$	9,478.83	\$	82,392.93

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

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

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

AFFIDAVIT OF JACOB WIEBE

GRANT THORNTON LIMITED

200 King Street West

11th Floor

Toronto, ON, M5H 3T4

Tel. 416-366-0100

Fax. 416-360-4948

Email Jake.Wiebe@ca.gt.com

Appendix 27

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

- and -

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

**AFFIDAVIT OF CHRISTINE MASON
(Sworn November 19, 2021)**

I, **CHRISTINE MASON**, of the City of Toronto, in the Province of Ontario, **MAKE**

OATH AND SAY:

1. I am a partner at the law firm of Borden Ladner Gervais LLP ("**BLG**"), counsel to Grant Thornton Limited ("**GTL**") in its capacity as court-appointed interim receiver and receiver (the "**Receiver**") of Trigger Wholesale, Inc. ("**Trigger**"), The En Cadre Group Inc. ("**En Cadre**"), and certain real property owned by each of Jaimak Real Properties Inc. ("**Jaimak**") or Jaimee Lynn Gdak, (collectively the "**Debtors**"), and as such have knowledge of the matters hereinafter deposed to.

2. This affidavit is made in support of a motion for, among other things, the approval of the fees and disbursements of BLG for the period from August 1, 2021 to October 31, 2021 (the "**Fees Period**"). Attached hereto and marked as **Exhibit "A"** are true copies of the accounts of BLG for the Fees Period, in the total amount of \$91,190.65.

3. The accounts attached as Exhibit A provide a fair and accurate description of the activities undertaken by BLG. Attached hereto and marked as **Exhibit “B”** is a summary of the hourly rates and time expended by the professionals at BLG during the Fees Period.

4. BLG requests that the Court approve its accounts for the Fees Period for fees in the amount of \$79,776.50, disbursements of \$962.63 and taxes of \$10,451.52 for services rendered and recorded.

SWORN BEFORE ME over video)
teleconference this 19th day of November)
2021, in accordance with Ontario)
Regulation 431/20. The affiant was)
located in Toronto, Ontario, while the)
commissioner, Mariela Adriana)
Gasparini, was located in Vaughan,)
Ontario.)



A Commissioner for Taking Affidavits



CHRISTINE MASON

EXHIBIT A

This is the Exhibit marked "A" referred to
in the Affidavit of Christine Mason,
sworn before me this 19th day of November, 2021.

A handwritten signature in blue ink, appearing to read "Adrienne Givins", is written over a horizontal line.

A Commissioner for Taking Affidavits



Borden Ladner Gervais LLP
Lawyers | Patent & Trade-mark Agents
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000 F 416.367.6749
blg.com

Grant Thornton LLP
200 King Street West
11th Floor
Toronto, ON M5H 3T4

Attention: Jake Wiebe
Senior Vice President

September 8, 2021

Invoice # 698015741
Page 1

Re: Trigger Wholesale

File No: 547730/000032

PROFESSIONAL SERVICES rendered to August 31, 2021 in connection with the above matter as described in the attached.

Fees	\$ 51,819.50
Disbursements	939.63
HST on Fees and Taxable Disbursements	6,817.10
Total this Invoice	<u><u>\$ 59,576.23</u></u>

THIS IS OUR ACCOUNT - E. & O.E.

BORDEN LADNER GERVAIS LLP

Borden Ladner Gervais LLP

For: Roger Jaipargas

Grant Thornton LLP
Re: Trigger Wholesale

September 8, 2021
Invoice # 698015741
File No: 547730/000032
Page 2

PROFESSIONAL SERVICES RENDERED to August 31, 2021

Aug 1, 2021	C. Chien	4.00	In connection with the Receiver's distribution of proceeds from the sale of personal property assets, conducted caselaw research on the issue of distribution or allocation of professional fees from such proceeds on an equitable basis in the receivership context (versus allocation among creditors).
Aug 3, 2021	P. Ghaemi	0.20	Call with R. Jaipargas.
Aug 3, 2021	R. Jaipargas	0.90	Email to J. Wiebe re: comments on Fourth Report of the Receiver and issue of personal property assets and approach to take re: same; telephone attendance with P. Ghaemi re: changes required to the Statement of Law and status of any comments from counsel for the purchaser of Old Post Road on the AVO; emails to and from J. Kanji re: draft letter to RBL re: documents required from RBL; email to J. Kanji re: same; review draft letter; emails to and from counsel on the Trigger service list proceedings.
Aug 3, 2021	D. Major	1.90	Draft summary chart of Ace's invoices and memo setting out opinion for the Ace and JBC claims for lien; draft email to Mr. Wiebe providing BLG's opinion on the claims for lien.
Aug 4, 2021	D.A. Boan	0.60	Discussion with R. Jaipargas regarding appointment; review and consider invoices.
Aug 4, 2021	R. Jaipargas	2.50	Emails to and from D. Major on draft email to J. Wiebe on approach to take with J. B. Construction and Ace Lawn Care; review the break-down of invoices re: same; conference call with D. Major and D. Boan re: same; engaged on drafting letter to RLB re: request for certain information in connection with Trigger HST returns; emails to and from J. Wiebe in connection with same; conference call with J. Wiebe re: information required from RLB and approach to take on the Fifth Report re: distribution issues; email to J. Kanji re: revised letter to RLB.

Grant Thornton LLP
Re: Trigger Wholesale

September 8, 2021
Invoice # 698015741
File No: 547730/000032
Page 3

Aug 4, 2021	D. Major	1.50	Discussion and exchange correspondence with R. Jaipargas regarding opinion on claims for lien; revise draft chart of Ace's invoices; draft email to Mr. Wiebe setting out opinion on the claims for lien.
Aug 5, 2021	R. Jaipargas	1.20	Emails from and to J. Wiebe on letter to RLB Accountants; engaged on finalizing same; email to RLB Accountants re: request for documents; emails to and from J. Simpson re: distribution issues; conference call with J. Simpson re: same as well as letter to RLB Accountants; email from C. Chien re: possible allocation of fees to personal property assets on distribution issues; consider same; telephone attendance with J. Wiebe in connection with letter to RLB Accountants and outcome of discussion with J. Simpson on distribution issues and approach to take in connection with same; further revisions required to the Fifth Report of the Receiver.
Aug 5, 2021	D. Major	0.30	Discussion and exchange correspondence with R. Jaipargas regarding opinion on claims for lien; revise draft chart of Ace's invoices; draft email to Mr. Wiebe setting out opinion on the claims for lien.
Aug 6, 2021	A. Gasparini	0.60	Revise affidavit of fees and send to R. Jaipargas; email C. Mason re swearing affidavit.
Aug 6, 2021	R. Jaipargas	1.00	Engaged on further review and revisions to the draft Notice of Motion for the Motion on August 20; discussion with C. Mason re: personal property assets distribution issues; emails to and from A. Gasparini re: Fees Affidavit; working on Motion materials for August 20.
Aug 6, 2021	C. Mason	0.30	Reviewing and swearing fees affidavit.
Aug 9, 2021	P. Ghaemi	3.80	Call with R. Jaipargas; Review / Revise the fifth report of the Receiver; compile case law for preparation of the book of authorities for Statement of Law.

Grant Thornton LLP
Re: Trigger Wholesale

September 8, 2021
Invoice # 698015741
File No: 547730/000032
Page 4

Aug 9, 2021	R. Jaipargas	4.00	Engaged on revisions to the Notice of Motion, Approval and Vesting Order, Ancillary Order; email to A. Gasparini re: instructions on finalizing same; engaged on changes to the Statement of Law; email to P. Ghaemi re: same; discussions with P. Ghaemi re: changes required to the Statement of Law; engaged on further review; revisions to the Fifth Report of the Receiver; email to D. Boan re: review of Report for construction lien information; email to P. Ghaemi re: same; emails to and from J. Simpson and J. Wiebe re: RLB letter and request for information.
Aug 10, 2021	D.A. Boan	1.10	Review and consider draft fifth report; exchange email with R. Jaipargas; revise summary report to be sent to client.
Aug 10, 2021	A. Gasparini	1.70	Draft book of authority shell, side-barr cases and compile book of authority; review statement of law and fifth report and compile and bookmark appendices; speak with R. Jaipargas and revise statement of claim.
Aug 10, 2021	P. Ghaemi	1.30	Review / Revise the fifth report of the Receiver.
Aug 10, 2021	R. Jaipargas	1.60	Engaged on further review and revisions to the Fifth Report of the Receiver; review changes from P. Ghaemi and D. Boan re: same; email to J. Wiebe re: revised draft Fifth Report; engaged on review of Book of Authorities and final version of the Statement of Law; emails to and from A. Gasparini re: same; telephone attendance with A. Gasparini re: revisions to motion materials for August 20 motion.
Aug 10, 2021	D. Major	1.00	Exchange correspondence and discussion with D. Boan and draft analysis of the Ace Lawn Care and JBC claims for lien; email analysis to Mr. Wiebe.
Aug 11, 2021	A. Gasparini	0.70	Review Grant Thornton's fees affidavit and revised; send revision to J. Wiebe; start compiling motion record and confidential brief.

Grant Thornton LLP
Re: Trigger Wholesale

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Aug 11, 2021	R. Jaipargas	1.00	Review email from D. Major on summary of lien claims and approach to take re: same; emails to and from J. Wiebe in connection with finalizing of the Fifth Report of the Receiver and timing for service of the Motion Record for August 20 Motion; emails from and to J. Wiebe re: property tax issues; conference call with J. Wiebe re: property tax issues and issue of damage to property at Old Post Road and approach to take re: same; email to X. Yan re: same.
Aug 12, 2021	C. Chien	0.10	Affidavit of service in connection with motion record, statement of law and book of authorities of receiver returnable August 20, 2021.
Aug 12, 2021	A. Gasparini	1.30	Commission J. Wiebe's fees affidavit; review and revise court documents; compile and review motion record.
Aug 12, 2021	P. Ghaemi	0.50	Call with X. Yan regarding closing of the Old Post Rd property; review the APS provisions regarding the condition of chattels/fixtures.
Aug 12, 2021	R. Jaipargas	3.20	Engaged on review and revisions to the revised Fifth Report of the Receiver; emails to and from J. Wiebe and A. Gasparini re: same; review email from realtor re: issue of broken mirror at Old Post Road property; review provisions of the Clayton Licence Agreement in connection with same; discussions with X. Yan re: same; engaged on preparing email to J. Clayton re: outstanding property taxes and broken mirror; email from X. Yan re: tax arrears on Old Post Road property; emails to and from A. Gasparini re: finalizing Motion Record for Motion returnable on August 20 for approval of the Old Post Road transaction and a distribution to Clearflow.
Aug 12, 2021	X. Yan	0.40	(Old Post) Discussed and reviewed license agreement re damage to mirror, considered relevant issues and provided comments re same; dealing with tax certificate re Old Post.
Aug 13, 2021	J.L. Francis	0.40	Submitted motion material to the court to be e-filed.

Grant Thornton LLP
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Aug 13, 2021	A. Gasparini	1.00	Serve court documents upon service list; send confidential brief to Justice Conway; draft letter for courier party; upload documents to Caselines; attend to administrative tasks; swear affidavit of service.
Aug 13, 2021	R. Jaipargas	1.40	Emails from and to X. Yan re: Old Post Road APS and issue of repair to the premises; email to J. Wiebe re: same; emails from and to J. Clayton in connection with property taxes and broken mirror for Old Post Road property; emails to and from X. Yan re: tax certificate for Old Post Road; review same; emails to and from A. Gasparini re: service of motion materials; instructions on same; emails to and from A. Gasparini re: same; email to J. Wiebe re: tax certificate for old post road; email to B. Blay re: draft Order ad issue of production of information of Clearflow from the Receiver; email to B. Blay re: same.
Aug 16, 2021	D.A. Boan	0.10	Review and consider emails exchanged between R. Jaipargas and counsel for the lien claimant, JBC.
Aug 16, 2021	J.L. Francis	0.20	Received and forwarded correspondence from the court.
Aug 16, 2021	R. Jaipargas	1.80	Email from B. Blay re: language for Order for August 20 on turning over information to Clearflow; emails to and from J. Simpson and J. Wiebe re: same; email to J. Simpson in connection with letter on RLB accountants and status of information requests; emails to and from E. D'Agostino re: position of lien claimants on August 20 motion; conference call with E. D'Agostino re: same; further emails to and from E. D'Agostino re: confirming position of J.B. Construction regarding motion on August 20.
Aug 17, 2021	A. Gasparini	0.50	Send clean and blackline of revised order to service list; email A. Anissimova re revised order; send court material to G. Peterson; follow up with J. Pera re caselines.

Grant Thornton LLP
Re: Trigger Wholesale

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Aug 17, 2021	R. Jaipargas	1.60	Telephone attendance with J. Wiebe re: RLB issue and construction lien claims and approach to take re: same; engaged on preparing a further letter to RLB Accountants re: HST information; email to J. Gibbons re: same; email from J. Gibbons re: response from RLB accountants; email to J. Wiebe re: same; discussions with A. Gasparini re: instructions on circulating revised ancillary order to the service list; email from J. Clayton re: issue of property taxes and broken mirror at Old Post Road property.
Aug 18, 2021	A. Gasparini	0.20	Send J. Heimpel court materials.
Aug 18, 2021	R. Jaipargas	0.50	Telephone attendance with X. Yan re: issue of property tax and broken mirror at Old Post Road and recourse of purchaser re: same; emails to and from J. Clayton in connection with property tax and issue to fix the broken mirror; emails from J. Clayton re: same.
Aug 19, 2021	R. Jaipargas	4.80	Conference call with B. Blay re: draft orders for hearing on August 20 and information to be provided to Clearflow by the receiver and Digital Evidence; telephone attendance with S. Rogers at Digital Evidence re: position in connection with hearing on August 20; emails to and from J. Clayton and X. Yan in connection with payment of property taxes; review information received from J. Clayton re: same; telephone attendance with X. Yan re: same; engaged on review of Motion Record, Statement of Law and real property opinion re: preparing for hearing on August 20, 2021 for approval of the Old Post Road sale transaction and for a distribution to Clearflow.
Aug 19, 2021	X. Yan	0.70	Reviewed property taxes matters and provided comments (old post); emails re mirror repair and property taxes.
Aug 20, 2021	A. Gasparini	0.60	Receive instructions from R. Jaipargas; draft council slip, revise orders and send to Conway J.; send the orders for issuance with the court; circulate order and endorsement to the service list.

Grant Thornton LLP
Re: Trigger Wholesale

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Aug 20, 2021	R. Jaipargas	4.30	Engaged on review of Factum and case law in connection with preparation for court attendance before Justice Conway re: Approval and Vesting Order for Old Post Road and Ancillary Order for distribution to Clearflow; attend at court hearing re: same; telephone attendance with B. Blay re: disclosing information to Clearflow from the Gdak computers; telephone attendance with J. Wiebe re: same; telephone attendance with J. Simpson re: Motion on August 20 and position of Clearflow re: same; further discussions with A. Gasparini re: instructions on counsel slip and orders to be sent to Justice Conway; email from Justice Conway re: signed Order; review Endorsement re: same; email to J. Wiebe re: posting of Orders and Endorsement; email to J. Wiebe re: timing for distribution to Clearflow and other matters; telephone attendance with J. Kanji after the court hearing re: next steps.
Aug 20, 2021	X. Yan	0.40	Looked into property tax matters and considered same.
Aug 23, 2021	P. Ghaemi	4.90	Correspondence with the Purchaser's counsel regarding the closing date; correspondence with the Receiver regarding the condo status certificate; Review the condo status certificate; Prepare draft closing documents (sale of the Old Post Rd property).
Aug 23, 2021	R. Jaipargas	0.50	Emails from and to X. Yan re: amounts owing for Old Post Road property; review information received from the City of Waterloo re: same; telephone attendance with X. Yan re: same; emails to and from counsel to the purchaser of Old Post Road in connection with timing for closing; emails to and from P. Ghaemi re: Old Post Road closing date; emails to and from counsel to the purchaser in connection with the appeal period in respect of the AVO for Old Post Road.
Aug 23, 2021	X. Yan	1.10	Dealing with outstanding matters for old post property including property taxes and mirror; provided comments to client; dealing with closing matters and closing docs.

Grant Thornton LLP
Re: Trigger Wholesale

September 8, 2021
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Aug 24, 2021	R. Jaipargas	0.20	Telephone attendance with J. Wiebe re: outcome of August 20 hearing and reconciliation of amounts owing to Clearflow and status of lien claims and approach to take in connection with same.
Aug 25, 2021	P. Ghaemi	1.70	Draft / Revise closing documents; Correspondence with X. Yan regarding same (Old Post Rd property).
Aug 25, 2021	R. Jaipargas	0.40	Reporting email to J. Wiebe re: approach to take re: construction lien matters and quantification of Clearflow debt and a reconciliation of same.
Aug 25, 2021	X. Yan	0.80	Reviewed draft closing docs, considered relevant issues and provided comments.
Aug 26, 2021	P. Ghaemi	0.10	Correspondence with J. Kanji regarding the water heater rental agreement in respect of the Old Post Road property.
Aug 26, 2021	R. Jaipargas	0.20	Telephone attendance with J. Wiebe re: timing for distribution and lien claimant issues; emails from counsel to the purchaser of Old Post Road in connection with the proposed closing date.
Aug 26, 2021	G. Wang	0.60	Emails from P. Ghaemi re closing and E-reg Application for Vesting Order re 265 Old Post Road; brief review of Vesting Order; prepare E-reg Application and message draft to Purchaser's counsel; email to P. Ghaemi re same.
Aug 27, 2021	P. Ghaemi	1.00	Revise/Edit closing documents; Call with X. Yan regarding same (Old Post Rd property).
Aug 27, 2021	R. Jaipargas	0.70	Email from counsel to the purchaser of the Old Post Road property; email to P. Ghaemi re: same; email from and to M. Kok re: quantum of amounts owing under the condo lien claim; email to P. Ghaemi re: same; telephone attendance with P. Ghaemi re: same; telephone attendance with J. Wiebe re: same and position to take re: condo lien and additional amounts claimed.
Aug 27, 2021	X. Yan	0.30	Dealing with o/s closing items.

Grant Thornton LLP
Re: Trigger Wholesale

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Aug 30, 2021	P. Ghaemi	5.70	Correspondence with the Purchaser's counsel re: property taxes and closing documents; Review the Purchaser's requisition letter; Draft response letter to the requisition letter; Correspondence with J. Kanji re: the water heater rental agreement.
Aug 30, 2021	R. Jaipargas	1.10	Telephone attendance with P. Ghaemi re: status of Old Post Road closing and condo lien issue in connection with same; email to P. Ghaemi re: lockbox number for Old Post Road; telephone attendance with L. Lubinsky re: same; emails to and from J. Kanji and D. Boan re: lien issues for J.B. Construction and Ace Lawn Care.
Aug 30, 2021	D. Major	0.50	Review and consider email from Mr. Kanji; review daily time sheets of Ace Lawn Care and consider Ace's claims for lien.
Aug 30, 2021	G. Wang	0.30	Emails with P. Ghaemi re Application for Vesting Order; message draft again to Purchaser's counsel; emails from P. Ghaemi and Purchaser's counsel re closing documents.
Aug 30, 2021	X. Yan	0.50	Dealing with closing matters for old post property; reviewed draft responses to buyer's requisitions and provided comments.
Aug 31, 2021	P. Ghaemi	1.50	Call / Correspondence with the Purchaser's counsel re: closing documents and process; Correspondence with R. Jaipargas and X. Yan re: change to the closing date.
Aug 31, 2021	R. Jaipargas	0.30	Emails from and to X. Yan and P. Ghaemi re: proposed closing date for Old Post Road and approach to take re: same.
Aug 31, 2021	G. Wang	0.10	Correspondence re closing documents and new closing date.
Aug 31, 2021	X. Yan	0.40	Dealing with closing matters (old post).

TO OUR FEES

\$ 51,819.50

Grant Thornton LLP
Re: Trigger Wholesale

September 8, 2021
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Page 11

FEE SUMMARY

<u>Timekeeper</u>	<u>Hours</u>	<u>Avg. Rate/Hr.</u>	<u>Amount</u>
D.A. Boan	1.80	\$ 810.00	\$ 1,458.00
C. Chien	4.10	490.00	2,009.00
J.L. Francis	0.60	285.00	171.00
A. Gasparini	6.60	270.00	1,782.00
P. Ghaemi	20.70	435.00	9,004.50
R. Jaipargas	33.20	935.00	31,042.00
D. Major	5.20	510.00	2,652.00
C. Mason	0.30	810.00	243.00
G. Wang	1.00	330.00	330.00
X. Yan	4.60	680.00	3,128.00
	<u>78.10</u>		<u>\$ 51,819.50</u>

DISBURSEMENTS:

Non-Taxable

Notice of Motion \$320.00

Total Non-Taxable Disbursements 320.00

Taxable

G=GST; Q=QST; H=HST; P=PST

Binding Charges	22.85	H
Copies	442.20	H
Courier	70.33	H
Tax Certificates & Searches	<u>84.25</u>	H

Total Taxable Disbursements 619.63

Total Disbursements 939.63



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Grant Thornton LLP
Re: Trigger Wholesale

September 8, 2021
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Total Fees and Disbursements	52,759.13
HST on Fees and Taxable Disbursements	6,817.10
TOTAL THIS INVOICE	\$ 59,576.23



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September 8, 2021
Invoice # 698015741
RJ/RJ

Re: Trigger Wholesale

File No: 547730/000032

REMITTANCE COPY

Fees	\$ 51,819.50
Disbursements	939.63
HST on Fees and Taxable Disbursements	6,817.10
Total this Invoice	<u>\$ 59,576.23</u>

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Toronto, ON M5H 3T4

October 15, 2021

Attention: Jake Wiebe
Senior Vice President

Invoice # 698029364
Page 1

Re: Trigger Wholesale

File No: 547730/000032

PROFESSIONAL SERVICES rendered to September 30, 2021 in connection with the above matter as described in the attached.

Fees	\$ 16,769.50
Disbursements	23.00
HST on Fees and Taxable Disbursements	2,180.04
Total this Invoice	<u><u>\$ 18,972.54</u></u>

THIS IS OUR ACCOUNT - E. & O.E.

BORDEN LADNER GERVAIS LLP

Borden Ladner Gervais LLP

For: Roger Jaipargas

Grant Thornton LLP
Re: Trigger Wholesale

October 15, 2021
Invoice # 698029364
File No: 547730/000032
Page 2

PROFESSIONAL SERVICES RENDERED to September 30, 2021

Sep 1, 2021	P. Ghaemi	1.90	Call / Correspondence with the Purchaser's counsel re: closing documents and process; Correspondence with J. Wiebe; Review / Revise Tri-party DRA.
Sep 1, 2021	R. Jaipargas	0.10	Email from and to P. Ghaemi in connection with the closing of the Old Post Road transaction and certificate to be filed in connection with same.
Sep 1, 2021	G. Wang	0.10	Correspondence re closing and registration matters.
Sep 1, 2021	X. Yan	0.90	Emails re outstanding closing matters (old post); reviewed DRA and provided comments.
Sep 2, 2021	P. Ghaemi	1.80	Call / Correspondence with the Purchaser's counsel re: closing day; coordination of closing matters including transfer of funds; call with X. Yan.
Sep 2, 2021	R. Jaipargas	1.10	Emails from and to M. Kok re: condo lien on Old Post Road; telephone attendance with X. Yan re: same; emails to and from X. Yan and J. Wiebe in connection with condo lien issues and timing for closing of Old Post Road transaction; conference call with M. Kok re: status of condo lien and position of receiver re: same; reporting email to J. Wiebe re: outcome of discussion with M. Kok re: issue of possible direction of payment of amounts distributed to the condo corp pursuant to the order of Justice Conway dated August 20, 2021.
Sep 2, 2021	G. Wang	0.20	Emails re closing documents; finalize E-reg Application for Vesting Order.
Sep 2, 2021	X. Yan	0.50	Dealing with closing matters.
Sep 3, 2021	P. Ghaemi	1.30	Correspondence with the Purchaser's counsel re: closing day; coordination of closing/post closing matters (registrations/confirmations).

Grant Thornton LLP
Re: Trigger Wholesale

October 15, 2021
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Sep 3, 2021	R. Jaipargas	2.30	Emails to and from M. Kok re: direction for payment to the Waterloo condo corp; review same; emails to and from J. Wiebe re: same; email from M. Kok re: additional amounts claimed under condo lien; review same; emails to and from P. Ghaemi re: certificate to be filed for Old Post Road; emails to and from the court re: same; telephone attendance with P. Ghaemi re: condo lien and approach to take re: same; emails from and to J. Wiebe in connection with letter to be delivered to RLB re: further information required from the receiver; telephone attendance with J. Wiebe re: same; drafting letter to RLB re: information required from the receiver; email from RLB re: same.
Sep 3, 2021	L. White	0.40	E-filed an order and a receiver's Certificate to the Commercial court office for filing.
Sep 3, 2021	X. Yan	0.20	Dealing with closing matters.
Sep 8, 2021	R. Jaipargas	0.40	Emails from and to J. Wiebe re: issue of condo corp distribution; emails to and from M. Kok re: accounts from his firm in connection with legal costs claimed; review same.
Sep 10, 2021	R. Jaipargas	0.40	Email from and to E. Stock re: response on behalf of RLB in connection with request for information by Grant Thornton; email to and from J. Wiebe re: same.
Sep 15, 2021	R. Jaipargas	0.10	Emails from and to J. Simpson on call to discuss status of Trigger receivership proceedings.
Sep 16, 2021	D.A. Boan	0.20	Discussion with R. Jaipargas regarding status of matter and next steps.

Grant Thornton LLP
Re: Trigger Wholesale

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Sep 16, 2021	R. Jaipargas	2.00	Conference call with J. Simpson re: status of the Trigger receivership proceedings and distribution issues re: same and appeal of judgment on the guarantee of J. Gdak and next steps re: same; emails to and from B. Blay re: date for the appeal on the J. Gdak guarantee; engaged on review of status of construction lien issues and next steps on same; conference call with D. Boan re: construction lien claims and approach to take re: same; conference call with J. Wiebe re: construction lien claim issues and approach to take re: distribution and construction issues.
Sep 17, 2021	R. Jaipargas	0.10	Email from and to the broker re: commission on Old Post Road; email to J. Kanji re: same.
Sep 20, 2021	D.A. Boan	0.90	Email to Mr. Kanji regarding discussion on lien claims and strategy for offers; review and consider summaries of review of the Ace and JBC liens; review and consider email from Mr. Kanji and attached review of invoices.
Sep 20, 2021	R. Jaipargas	0.70	Emails from and to J. Kanji and D. Boan re: construction lien matters; emails to and from J. Wiebe in connection with RLB production of information; email to E. Stok re: status of information required by Grant Thornton; email from and to J. Simpson re: timing for a further distribution to Clearflow and request by Clearflow in connection with same.
Sep 20, 2021	D. Major	0.90	Review and consider the timesheets for Ace on the Saugeen project and exchange correspondence with D. Boan regarding same.
Sep 21, 2021	R. Jaipargas	0.80	Conference call with J. Wiebe re: further distribution Motion required in connection with Trigger receivership proceedings and approach to take re: same; discussion regarding RLB documents provided to the receiver; email to J. Simpson re: distribution issues; emails to and from D. Boan re: construction lien claims.
Sep 22, 2021	R. Jaipargas	0.30	Emails from and to D. Boan re: status of construction lien claims and approach to take in connection with same.

Grant Thornton LLP
Re: Trigger Wholesale

October 15, 2021
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Page 5

Sep 23, 2021	D.A. Boan	0.70	Prepare for and attend on conference call with Mr. Kanji to review Ace and JBC claims and potential offers.
Sep 24, 2021	D.A. Boan	0.20	Attend on telephone discussion with Mr. Kanji to discuss offers to be sent to Ace and JBC.
Sep 24, 2021	R. Jaipargas	0.10	Email from and to D. Boan re: instructions from Grant Thornton re: letter to lien claimants.
Sep 26, 2021	R. Jaipargas	0.30	Emails to and from E. Stock re: documents to be received from RLB; email to J. Wiebe re: same.
Sep 27, 2021	R. Jaipargas	1.60	Engaged on preparing a draft Notice of Motion and Order for a distribution Motion for a further distribution to Clearflow; reporting email to J. Wiebe re same; email from J. Wiebe re: RLB documents.
Sep 29, 2021	R. Jaipargas	0.40	Emails from and to M. Kok re: Grant Thornton payment of legal fees for the condo corp lien; email to J. Wiebe re: same; emails to and from B. Blay in connection with amounts that J. Gdak has paid for the Port Elgin property and request for reimbursement re: same.
Sep 30, 2021	R. Jaipargas	1.00	Consider email from B. Blay in connection with attachments re: amounts paid by J. Gdak and seeking reimbursements of same; emails to and from J. Wiebe in connection with various issues re: Trigger receivership proceedings.

TO OUR FEES

\$ 16,769.50

FEE SUMMARY

<u>Timekeeper</u>	<u>Hours</u>	<u>Avg. Rate/Hr.</u>	<u>Amount</u>
D.A. Boan	2.00	\$ 810.00	\$ 1,620.00
P. Ghaemi	5.00	490.00	2,450.00
R. Jaipargas	11.70	935.00	10,939.50
D. Major	0.90	510.00	459.00
G. Wang	0.30	330.00	99.00

PAYABLE ON RECEIPT
INTEREST AT THE RATE OF 0.5% PER ANNUM MAY BE CHARGED ON ACCOUNTS WHICH ARE OVERDUE

GST/HST REGISTRATION # R869096974RT0001

Grant Thornton LLP
Re: Trigger Wholesale

October 15, 2021
Invoice # 698029364
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Page 6

L. White	0.40	285.00	114.00
X. Yan	1.60	680.00	1,088.00
	<u>21.90</u>		<u>\$ 16,769.50</u>

DISBURSEMENTS:

Non-Taxable

Bank Service Charges (Non-taxable) \$23.00

Total Non-Taxable Disbursements 23.00

Total Disbursements 23.00

Total Fees and Disbursements 16,792.50

HST on Fees and Taxable Disbursements 2,180.04

TOTAL THIS INVOICE \$ 18,972.54



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October 15, 2021
Invoice # 698029364
RJ/RJ

Re: Trigger Wholesale

File No: 547730/000032

REMITTANCE COPY

Fees	\$ 16,769.50
Disbursements	23.00
HST on Fees and Taxable Disbursements	2,180.04
Total this Invoice	<u>\$ 18,972.54</u>

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November 18, 2021

Attention: Jake Wiebe
Senior Vice President

Invoice # 698041924
Page 1

Re: Trigger Wholesale

File No: 547730/000032

PROFESSIONAL SERVICES rendered to October 31, 2021 in connection with the above matter as described in the attached.

Fees	\$ 11,187.50
Disbursements	0.00
HST on Fees and Taxable Disbursements	1,454.38
Total this Invoice	<u><u>\$ 12,641.88</u></u>

THIS IS OUR ACCOUNT - E. & O.E.

BORDEN LADNER GERVAIS LLP

Borden Ladner Gervais LLP

For: Roger Jaipargas

Grant Thornton LLP
Re: Trigger Wholesale

November 18, 2021
Invoice # 698041924
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Page 2

PROFESSIONAL SERVICES RENDERED to October 31, 2021

Oct 1, 2021	R. Jaipargas	0.40	Email from and to D. Boan re: draft letter to lien claimants; emails to and from J. Wiebe re: payment of amounts for condo lien; email to M. Kok on payment of condo lien.
Oct 4, 2021	R. Jaipargas	1.40	Emails from and to J. Wiebe re: various issues in connection with the Trigger receivership proceedings including the status of the construction liens and distribution issues; conference call with J. Wiebe re: same; email to B. Blay re: payment of amounts to J. Gdak for a reimbursement of expenses on the Port Elgin properties; email to Grant Thornton re: appeal materials to be uploaded to the Grant Thornton website.
Oct 5, 2021	D.A. Boan	2.10	Review and consider documents and correspondence submitted by counsel for Ace and JBC; review and consider summaries of review of supporting documents; prepare and revise draft settlement letters to be sent to counsel for Ace and JBC.
Oct 6, 2021	D.A. Boan	0.90	Discussion with R. Jaipargas regarding draft letters to be sent to counsel for Ace and JBC, process, HST issues and release; consider notices and previous orders; revise draft letters.
Oct 6, 2021	R. Jaipargas	1.30	Emails from and to D. Boan re: draft letters to the lien claimants; review same; conference call with D. Boan re: draft letters to the lien claimants and approach to take re: same; working on other matters re: Trigger receivership proceedings.
Oct 7, 2021	D.A. Boan	0.50	Exchange email with R. Jaipargas; review and consider vesting orders for the properties related to the liens and property subsearch the Lion's property; revise draft letters and send draft letters to Messrs. Wiebe and Kanji for review and instructions.

Grant Thornton LLP
Re: Trigger Wholesale

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Page 3

Oct 7, 2021	R. Jaipargas	1.50	Emails from and to D. Boan on draft letters to counsel for each of JB Construction and Ace Lawn Care; review same; emails to and from B. Blay re: appeal date for hearing; email to J. Wiebe re: construction lien claims; emails to and from J. Wiebe and D. Boan in connection with draft letters on construction lien claims; review same.
Oct 8, 2021	D.A. Boan	0.50	Finalize and settlement letters to counsel for Ace and JBC; email to Messrs. Wiebe and Kanji sending copies of correspondence sent to counsel for Ace and JBC.
Oct 8, 2021	R. Jaipargas	0.20	Emails from and to D. Boan re: letters on construction lien claimants and final sign off on same for delivery to counsel for JB Construction and Ace Lawn Care.
Oct 10, 2021	R. Jaipargas	0.20	Emails to and from E. D'Agostino re: JB Construction lien claims; email to J. Wiebe and D. Boan re: same.
Oct 14, 2021	R. Jaipargas	0.40	Engaged on beginning work on Statement of Law for a distribution to Clearflow.
Oct 18, 2021	R. Jaipargas	0.20	Emails to and from D. Boan re: status of the construction lien claims.
Oct 20, 2021	R. Jaipargas	1.30	Working on Statement of Law for the distribution motion; emails to and from D. Boan re: construction lien claims and status of same; email to and from J. Wiebe re: same.
Oct 22, 2021	R. Jaipargas	0.40	Telephone attendance with D. Boan re: outcome of call with E. D'Agostino re: JB Construction lien and counter-offer made by JB Construction re: settling lien and approach to take in connection with same.
Oct 25, 2021	R. Jaipargas	0.60	Conference call with C. Chien re: statement of law required for next distribution matter and direction from the court in dealing with the personal property assets.
Oct 26, 2021	R. Jaipargas	0.40	Email to and from D. Boan re: JB Construction lien and ACE Lawn Care lien; email from D. Boan to Grant Thornton re: status of possible settlement with JB Construction; email to and from J. Squire and J. Wiebe re: information from Digital re: Gdak computers.
Oct 27, 2021	R. Jaipargas	0.10	Email from J. Wiebe and D. Boan in connection with the JB Construction settlement.

Grant Thornton LLP
Re: Trigger Wholesale

November 18, 2021
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Page 4

Oct 29, 2021	R. Jaipargas	0.10	Email from and to J. Wiebe re: instructions on next motion for a distribution to Clearflow.
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TO OUR FEES	\$ 11,187.50
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FEE SUMMARY

<u>Timekeeper</u>	<u>Hours</u>	<u>Avg. Rate/Hr.</u>	<u>Amount</u>
D.A. Boan	4.00	\$ 810.00	\$ 3,240.00
R. Jaipargas	8.50	935.00	7,947.50
	<u>12.50</u>		<u>\$ 11,187.50</u>

Total Fees and Disbursements	<u>11,187.50</u>
HST on Fees and Taxable Disbursements	<u>1,454.38</u>
TOTAL THIS INVOICE	<u>\$ 12,641.88</u>



Borden Ladner Gervais LLP
Lawyers | Patent & Trade-mark Agents
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000 F 416.367.6749
blg.com

Grant Thornton LLP
200 King Street West
11th Floor
Toronto, ON M5H 3T4

November 18, 2021
Invoice # 698041924
RJ/RJ

Re: Trigger Wholesale

File No: 547730/000032

REMITTANCE COPY

Fees	\$ 11,187.50
Disbursements	0.00
HST on Fees and Taxable Disbursements	1,454.38
Total this Invoice	\$ 12,641.88

PLEASE REFER TO PAYMENT OPTIONS PAGE FOR REMITTANCE INFORMATION.

EXHIBIT B

This is the Exhibit marked “B” referred to
in the Affidavit of Christine Mason,
sworn before me this 19th day of November, 2021.

Adriana Gopine

A Commissioner for Taking Affidavits

EXHIBIT “B”
Summary of Fees and Disbursements of Borden Ladner Gervais LLP
for the period from August 1, 2021 to October 31, 2021

Name of Professional	Total Hours Billed	Avg. Hourly Rate (\$/Hr) (2021)	Total Amount Billed
White, Larry	0.40	\$285.00	\$114.00
Francis, Janice L.	0.60	\$285.00	\$171.00
Boan, Daniel A.	7.80	\$810.00	\$6,318.00
Jaipargas, Roger	53.40	\$935.00	\$49,929.00
Wang, Grace	1.30	\$330.00	\$429.00
Yan, Xue	6.20	\$680.00	\$4,216.00
Major, David	6.10	\$510.00	\$3,111.00
Mason, Christine	0.30	\$810.00	\$243.00
Gasparini, Adriana	6.60	\$270.00	\$1,782.00
Ghaemi, Peyman	25.70	\$445.70	\$11,454.50
Chien, Charlotte	4.10	\$490.00	\$2,009.00
Total Hours/Average Rate/Total Fees	112.50	\$709.12	\$79,776.50
Total Disbursements			\$962.63
Total Fees and Disbursements excluding Tax			\$80,739.13
Taxes (GST/HST)			\$10,451.52
Total Fees and Disbursements including Tax			\$91,190.65

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale, INC. et al.

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDINGS COMMENCED AT TORONTO

AFFIDAVIT OF CHRISTINE MASON

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Appendix 28

RUN NUMBER : 308
RUN DATE : 2020/11/03
ID : 20201103134114.68

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(6091)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

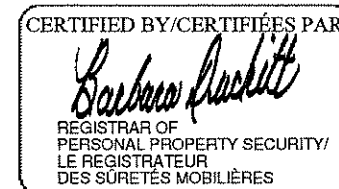
SEARCH CONDUCTED ON : TRIGGER WHOLESALE, INC.

FILE CURRENCY : 02NOV 2020

ENQUIRY NUMBER 20201103134114.68 CONTAINS 13 PAGE(S), 5 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

BORDEN LADNER GERVAIS LLP - A. GASPARINI - ADRIANA
GASPARINI
22 ADELAIDE STREET WEST, SUITE 3400
TORONTO ON M5H 4E3



(crf5 08/2019)

CONTINUED... 2

RUN NUMBER : 308
RUN DATE : 2020/11/03
ID : 20201103134114.68

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(6092)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TRIGGER WHOLESALE, INC.
FILE CURRENCY : 02NOV 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
753113466

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20190708 1403 1590 0597 F PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME TRIGGER WHOLESALE, INC.

04 ADDRESS 588 COLBY DRIVE, UNIT 1 WATERLOO ONTARIO CORPORATION NO. 2425488
N2V 1A2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / CLEARFLOW COMMERCIAL FINANCE CORP.
LIEN CLAIMANT

09 ADDRESS 217 SPEERS ROAD, UNIT 3 OAKVILLE ON L6K 0J3

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X X

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL MASTER PURCHASE AND SALE AGREEMENT AND GENERAL SECURITY AGREEMENT
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING TORKIN MANES LLP (ATTN/J. ALPERT)
AGENT

17 ADDRESS 1500-151 YONGE STREET TORONTO ON M5C 2W7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(211fu 06/2019)

Ontario 

RUN NUMBER : 308
RUN DATE : 2020/11/03
ID : 20201103134114.68

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(6093)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TRIGGER WHOLESALE, INC.
FILE CURRENCY : 02NOV 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
748227834

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 003 20190208 1446 1530 9277 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME TRIGGER WHOLESALE, INC.

04 ADDRESS 1-588 COLBY DRIVE WATERLOO ONTARIO CORPORATION NO.
N2V 1A2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
09 LIEN CLAIMANT

ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,
14 COLLATERAL WHEREVER SITUATED, CONSISTING OF ONE (1) KONICA ACCURIOPRESS
15 DESCRIPTION PRINTER, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,

16 REGISTERING D+H LIMITED PARTNERSHIP
17 AGENT

ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Buckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 308
RUN DATE : 2020/11/03
ID : 20201103134114.68

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(6094)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TRIGGER WHOLESALE, INC.
FILE CURRENCY : 02NOV 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
748227834

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 003 20190208 1446 1530 9277

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.

12 MOTOR
VEHICLE

13 GENERAL ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
14 COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
15 DESCRIPTION ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 308
RUN DATE : 2020/11/03
ID : 20201103134114.68

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(6095)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TRIGGER WHOLESALE, INC.
FILE CURRENCY : 02NOV 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
748227834

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 003 20190208 1446 1530 9277

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL VIN
12 MOTOR VEHICLE

13 GENERAL THEREFROM.

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
Barbara Buckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 308
RUN DATE : 2020/11/03
ID : 20201103134114.68

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(6096)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TRIGGER WHOLESALE, INC.
FILE CURRENCY : 02NOV 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
744937902

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 1 20181018 1337 4085 7898 P PPSA 05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME TRIGGER WHOLESALE, INC.

04 ADDRESS 588 COLBY DR UNIT 1 WATERLOO ONTARIO CORPORATION NO.
ON N2V1A2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / FORD CREDIT CANADA COMPANY
09 LIEN CLAIMANT ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE 2018 FORD F150 1FTFW1E13JFD46719

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP
17 AGENT ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4J 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
Barbara Beckett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orj1fu 06/2019)

Ontario 

RUN NUMBER : 308
RUN DATE : 2020/11/03
ID : 20201103134114.68

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(6097)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TRIGGER WHOLESALE, INC.
FILE CURRENCY : 02NOV 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
732656268

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20171005 1037 1529 6370	P PPSA	5

02

03

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

TRIGGER WHOLESALE INC.

ONTARIO CORPORATION NO.

04

ADDRESS

588 COLBY DRIVE UNIT 1

WATERLOO

ON N2V 1A2

05

06

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /
LIEN CLAIMANT

FORD CREDIT CANADA COMPANY

09

ADDRESS

PO BOX 2400

EDMONTON

AB T5J 5C7

10

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X	X				X

11

12

MOTOR
VEHICLE

YEAR MAKE
2017 FORD

MODEL
F150

V.I.N.
1FTEW1EF6HFC54487

13

14

15

GENERAL
COLLATERAL
DESCRIPTION

16

17

REGISTERING
AGENT

CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS

4126 NORLAND AVENUE

BURNABY

BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
Barbara Luckett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 308
RUN DATE : 2020/11/03
ID : 20201103134114.68

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(6098)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TRIGGER WHOLESALE, INC.
FILE CURRENCY : 02NOV 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
705619152

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20150430 1405 1532 3175	P PPSA	5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME BUSINESS NAME TRIGGER WHOLESALE, INC

ADDRESS 588 COLBY DRIVE UNIT 1 WATERLOO ON N2V 1A2

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME BUSINESS NAME THE EN CADRE GROUP INC

ADDRESS 588 COLBY DRIVE UNIT 1 WATERLOO ON N2V 1A2

SECURED PARTY /
LIEN CLAIMANT CLEARFLOW COMMERCIAL FINANCE CORP.

ADDRESS 30 VOGELL ROAD, SUITE 1 RICHMOND HILL ON L4B 3K6

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED	
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR	MATURITY DATE
	X	X	X	X	X	X		

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING
AGENT CSRS

ADDRESS 4126 NORLAND AVE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
Barbara Puckett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 308
RUN DATE : 2020/11/03
ID : 20201103134114.68

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(6099)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TRIGGER WHOLESALE, INC.
FILE CURRENCY : 02NOV 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20190625 1444 1530 7575	
21	RECORD FILE NUMBER	705619152		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	TRIGGER WHOLESALE, INC	
25	OTHER CHANGE			
26	REASON/	CHANGE SECURED PARTY ADDRESS		
27	DESCRIPTION	FROM - 30 VOGELL ROAD, SUITE 1, RICHMOND HILL, ON, L4B 3K6		
28		TO - 217 SPEERS ROAD, UNIT 3, OAKVILLE, ON, L6K 0J3		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEE	BUSINESS NAME		
06				
04/07	ADDRESS	ONTARIO CORPORATION NO.		
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	CLEARFLOW COMMERCIAL FINANCE CORP.		
09	ADDRESS	217 SPEERS ROAD UNIT 3	OAKVILLE	ON L6K 0J3
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)2tu 06/2019)

RUN NUMBER : 308
RUN DATE : 2020/11/03
ID : 20201103134114.68

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(6100)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TRIGGER WHOLESALE, INC.
FILE CURRENCY : 02NOV 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
		PAGES SCHEDULE NUMBER UNDER
01	001	1
21	FILE NUMBER	705619152
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
23	REFERENCE	FIRST GIVEN NAME INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME TRIGGER WHOLESALE, INC.
25	OTHER CHANGE	REASON/ DESCRIPTION
26		TO CHANGE SECURED PARTY'S ADDRESS AND TO DELETE REFERENCE TO
27		CONSUMER GOODS IN COLLATERAL CLASSIFICATION
28		
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME
06		ONTARIO CORPORATION NO.
04/07	ADDRESS	
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08		CLEARFLOW COMMERCIAL FINANCE CORP.
09	ADDRESS	217 SPEERS ROAD, UNIT 3 OAKVILLE ON L6K 0J3
	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	DATE OF NO FIXED AMOUNT MATURITY OR MATURITY DATE
10	YEAR MAKE	MODEL V.I.N.
11	MOTOR	
12	VEHICLE	
13	GENERAL	
14	COLLATERAL	
15	DESCRIPTION	
16	REGISTERING AGENT OR	TORKIN MANES LLP (ATTN/J. ALPERT)
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 1500-151 YONGE STREET TORONTO ON M5C 2W7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
Barbara Beckett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lu 06/2019)

RUN NUMBER : 308
RUN DATE : 2020/11/03
ID : 20201103134114.68

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(6101)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TRIGGER WHOLESALE, INC.
FILE CURRENCY : 02NOV 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20190708 1451 1590 0623	
21	RECORD FILE NUMBER	705619152			
	REFERENCED				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	TRIGGER WHOLESALE, INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNER				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	TORKIN MANES LLP (ATTN/J. ALPERT)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1500-151 YONGE STREET	TORONTO	ON M5C 2W7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2tu 06/2019)

Ontario 

RUN NUMBER : 308
RUN DATE : 2020/11/03
ID : 20201103134114.68

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(6102)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TRIGGER WHOLESALE, INC.
FILE CURRENCY : 02NOV 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20200311 1936 1531 4414	
21	RECORD REFERENCED	FILE NUMBER	705619152		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	TRIGGER WHOLESALE, INC		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
				INCLUDED	AMOUNT
					DATE OF MATURITY OR
					NO FIXED MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
Barbara Luckett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

RUN NUMBER : 308
RUN DATE : 2020/11/03
ID : 20201103134114.68

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

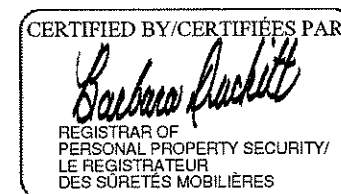
REPORT : PSSR060
PAGE : 13
(6103)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TRIGGER WHOLESALE, INC.
FILE CURRENCY : 02NOV 2020

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
753113466	20190708 1403 1590 0597			
748227834	20190208 1446 1530 9277			
744937902	20181018 1337 4085 7898			
732656268	20171005 1037 1529 6370			
705619152	20150430 1405 1532 3175	20190625 1444 1530 7575	20190708 1404 1590 0599	20190708 1451 1590 0623
	20200311 1936 1531 4414			

9 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(cfr 5 06/2019)

Appendix 29

**IN THE MATTER OF THE RECEIVERSHIP OF TRIGGER WHOLESALE INC., THE ENCARDE GROUP AND
CERTAIN REAL PROPERTIES OWNED BY JAIMAK REAL PROPERTIES INC. AND JAMIEE GDAK
INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD ENDING OCTOBER 31, 2021**

Receipts - Real Property

Proceeds from sale of Real Property	\$ 9,629,062	
HST Collected on sale of Real Property	488,938	
Gross Sale Proceeds on Real Property	<u>10,118,000</u>	

Receipts - Other Property and Assets

Proceeds from sale of inventory and equipment	\$ 1,350,611	
Proceeds from sale of Personal Property Assets	919,317	
Accounts receivable collection	394,915	
HST Collected	294,484	
Receiver's Certificate advance	70,984	
Refunds	88,346	
Cash in Bank	40,156	
HST Refund	154,040	
Interest income	898	
Total Cash Receipts	<u>\$ 3,313,749</u>	
	\$ 13,431,749.39	

Disbursements

Real Property Sales Commissions	\$ 381,520	
Plus: HST Remitted on Real Property Sales Commissions	49,598	
Property Tax Payable on Real Property		47,981
HST Remitted		369,243
Insurance		112,247
Retainers for Mark and Jaimee Gdak's counsel		80,000
Commissions		73,956
Freight/delivery		59,996
Payments to Mark and Jaimee Gdak		75,180
Storage/moving		26,904
Occupation rent		26,000
HST Paid		26,033
Change of locks & security		24,161
Outside consulting		20,867
Duty		16,044
Utilities, Repairs & Maintenance		14,881
Transfer to Trustee account (Bankruptcy)		10,262
IT Consulting		11,874
Appraisal fees		5,375
Telephone/internet		3,510
Condominium Fees		3,467
Bank charges		2,600
Ascend license fees		550
Advertising		477
Filing fees paid to Official Receiver		140
Canada Revenue Agency (Priority Claim)		394,583
Receiver's fees		758,998
HST on Receiver's fees		98,670
Receivers counsel's fees		809,757
HST on Receivers counsel's fees		104,966
Total Cash Disbursements	<u>\$ 3,609,842</u>	

Net Available Funds

\$ 9,821,908

Clearflow Commercial Finance Corp.

6,300,000

Remaining Available Funds

\$ 3,521,908

Less: Holdback for Construction Liens

\$ 606,644

Less: Holdback for Future Receivership and Other Costs

500,000

\$ 1,106,644

Remaining Funds Available for Distribution

\$ 2,415,264

CLEARFLOW COMMERCIAL and
FINANCE CORP.

TRIGGER WHOLESale, INC., THE
EN CADRE GROUP INC., MARK
GDAK, JAIMEE LYNN GDAK and
JAIMAK REAL PROPERTIES INC.

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**SIXTH REPORT OF THE RECEIVER,
GRANT THORNTON LIMITED**

BORDEN LADNER GERVAIS LLP
Barristers and Solicitors
East Tower, Bay Adelaide Centre
22 Adelaide St West #3400
Toronto, ON M5H 4E3

Roger Jaipargas
Tel: (416) 367-6266
Email: rjaipargas@blg.com
(LSO #43275C)

Lawyers for Grant Thornton Limited

Tab 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE	)	MONDAY, THE 6 th
	)	
MR. JUSTICE CAVANAGH	)	DAY OF DECEMBER, 2021

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

**TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.**

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule
40.01 of the *Rules of Civil Procedure*

ORDER

THIS MOTION, made by Grant Thornton Limited (“**GTL**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) of the assets, property and undertaking of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the “**Debtors**”) and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, as set out in Schedule “A” (collectively, the “**Real Property**”) to the Order of Mr. Justice McEwen dated October 22, 2020 (the “**Appointment Order**”), for an order, for the relief as set out in the Notice of Motion dated November 26, 2021, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the sixth report of the Receiver dated November 26, 2021 (the "**Sixth Report**"), the affidavit of Jacob Wiebe sworn November 26, 2021 (the "**Wiebe Affidavit**"), the affidavit of Christine Mason sworn November 19, 2021 (the "**Mason Affidavit**") and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp, counsel for the Respondents and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served, as appears from the affidavit of Mariela Adriana Gasparini sworn November 26, 2021.

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the Sixth Report.
3. **THIS COURT ORDERS** that the Sixth Report of the Receiver and the activities of the Receiver, as described in the Sixth Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
4. **THIS COURT ORDERS** that the interim statement of receipts and disbursements as at October 31, 2021, be and is hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period August 1, 2021 to October 31, 2021, as set out in the Wiebe Affidavit, be and is hereby approved.
6. **THIS COURT ORDERS** that the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver for the period August 1, 2021 to October 31, 2021, as set out in the Mason Affidavit, be and is hereby approved.
7. **THIS COURT ORDERS** that the Receiver is authorized to make a distribution to Clearflow Commercial Finance Corp. ("**Clearflow**") in the amount of \$2,400,000, from the proceeds of the Trigger Real Property, as described in the Sixth Report.

8. **THIS COURT ORDERS** that the Receiver is authorized to make a distribution to Waterloo North Condominium Corporation No. 9 in the amount of \$4,058.52, solely from the proceeds arising from the sale of the property located at 265 Old Post Rd, Waterloo, Ontario, in full and final settlement of all claims that Waterloo North Condominium Corporation No. 9 may have against any of the Respondents, or in the within receivership proceedings.

9. **THIS COURT ORDERS AND DECLARES** that all of the proceeds realized from the Personal Property Assets shall be applied to satisfy the amounts that have been paid, or will be paid, to GTL and BLG on account of the fees and disbursements of GTL and BLG, as secured by the Receiver's Charge established in the Appointment Order.

10. **THIS COURT ORDERS** that the settlement of certain claims advanced by J.B. Construction Inc. under the *Construction Act*, R.S.O. 1990, c. C.30, in respect of the supply of services and/or materials to the properties located at 157 Saugeen Beach Road, Port Elgin, Ontario (the "**Saugeen Property**") and 652 Colby Drive, Waterloo, Ontario (the "**Colby Property**") be and are hereby approved.

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale, INC. et al.

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT
TORONTO

ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Tab 4

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

THE HONOURABLE	)	MONDAY, THE 6th
	)	
MR. JUSTICE CAVANAGH	)	DAY OF DECEMBER, 2021

B E T W E E N:

J.B. CONSTRUCTION INC.

Plaintiff

- and -

JAIMAK REAL PROPERTIES INC.

Defendant

ORDER

THIS MOTION, made, on consent of the Parties, by Grant Thornton Limited, in its capacity of Court-Appointed receiver of Trigger Wholesale, Inc., The En Cadre Group Inc. and certain real property, for an Order discharging the lien of the Plaintiff and dismissing the within action without costs, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

UPON READING the consent of the Parties, filed,

1. **THIS COURT ORDERS** that leave to bring the within motion in Toronto is hereby granted.

2. **THIS COURT ORDERS** that the lien of the Plaintiff, J.B. Construction Inc., in respect of its Claim for Lien, registered on November 12, 2020, as Instrument No. WR1297107, in LRO #58, is discharged.

3. **THIS COURT ORDERS** that the within action be and is hereby dismissed without costs.

4. **THIS COURT ORDERS** that a copy of this Order shall be served on the Plaintiff, forthwith after entry, by sending a copy to its counsel, Oldfield, Greaves, D'Agostino, Scriven, attention: Edward L. D'Agostino, by email to edagostino@watlaw.com.

5. **THIS COURT ORDERS** that there be no costs of this motion.

Court File No.: CV-21-00000327-0000

J.B. Construction Inc.

- and -

Jaimak Real Properties Inc.

Plaintiff

Defendant

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF the *Construction Lien Act*,
R.S.O. 1990, c. C.30

PROCEEDING COMMENCED AT KITCHENER

ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON M5H 4E3

Daniel A. Boan

Tel: 416.367.6665

Fax: 416.367.6749

Email: dboan@blg.com

LSO No.: 43021W

*Lawyers for the Receiver,
Grant Thornton Limited, in its capacity of Court-
Appointed receiver of Trigger Wholesale, Inc., The En
Cadre Group Inc. and certain real property*

Tab 5

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

THE HONOURABLE	)	MONDAY, THE 6th
	)	
MR. JUSTICE CAVANAGH	)	DAY OF DECEMBER, 2021

B E T W E E N:

J.B. CONSTRUCTION INC.

Plaintiff

- and -

JAIMEE LYNN GDAK

Defendant

ORDER

THIS MOTION, made, on consent of the Parties, by Grant Thornton Limited, in its capacity of Court-Appointed receiver of Trigger Wholesale, Inc., The En Cadre Group Inc. and certain real property, for an Order discharging the lien of the Plaintiff and dismissing the within action without costs, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

UPON READING the consent of the Parties, filed,

1. **THIS COURT ORDERS** that leave to bring the within motion in Toronto is hereby granted.

2. **THIS COURT ORDERS** that the lien of the Plaintiff, J.B. Construction Inc., in respect of its Claim for Lien, registered on December 16, 2020, as Instrument No. BR163349, in LRO#3, is discharged.

3. **THIS COURT ORDERS** that the within action be and is hereby dismissed without costs.

4. **THIS COURT ORDERS** that a copy of this Order shall be served on the Plaintiff, forthwith after entry, by sending a copy to its counsel, Oldfield, Greaves, D'Agostino, Scriven, attention: Edward L. D'Agostino, by email to edagostino@watlaw.com.

5. **THIS COURT ORDERS** that there be no costs of this motion.

Court File No.: CV-21-00000006-0000

J.B. Construction Inc.

- and -

Jaimee Lynn Gdak

Plaintiff

Defendant

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF the *Construction Lien Act*,
R.S.O. 1990, c. C.30

PROCEEDING COMMENCED AT Walkerton

ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON M5H 4E3

Daniel A. Boan

Tel: 416.367.6665

Fax: 416.367.6749

Email: dboan@blg.com

LSO No.: 43021W

*Lawyers for the Receiver,
Grant Thornton Limited in its capacity of Court-Appointed
receiver of Trigger Wholesale, Inc., The En Cadre Group
Inc. and certain real property*

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and-

TRIGGER WHOLESALE, INC. et al.
Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT
TORONTO

**MOTION RECORD
(Returnable December 6, 2021)**

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.