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*

MOTION RECORD

(Returnable December 1, 2020)

November 23, 2020

BORDEN LADNER GERVAIS LLP
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22 Adelaide Street West
Toronto, ON M5H 4E3
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Fax: 416-367-6749

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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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I N D E X

Tab 1

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.

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-and-

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Respondents

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

NOTICE OF MOTION
(Returnable December 1, 2020)

GRANT THORNTON LIMITED ("**GTL**"), in its capacity as Court-appointed receiver (in such capacity, the "**Receiver**") of all the assets, undertakings and properties of Trigger Wholesale, Inc., The En Cadre Group Inc. (the "**Debtors**"), and certain real property owned by each of Jaimak Real Properties Inc. ("**Jaimak**") or Jaimee Lynn Gdak will make a motion to a judge presiding over the Commercial List on Tuesday, December 1, 2020 at 11:00 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. An Order substantially in the form attached at Tab 3 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 1, 2020 and dispensing with the requirement for any further service thereof;

(b) approving the first report of GTL, in its capacity as interim receiver ("**IR**") dated October 21, 2020 and the appendices thereto (the "**First Report of the IR**") and the activities of the IR described therein;

(c) approving the first report of the Receiver dated November 20, 2020 and the appendices thereto (the "**First Report**") and the activities of the Receiver described therein;

(d) approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated October 9, 2020 between Jaimee Gdak ("**J. Gdak**"), as vendor, and Paul German and Julie German (collectively, the "**Purchasers**"), as puchasers, 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 attached as Confidential Appendices "1", "3" and "4" to the First Report and authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable for the completion of the Transaction;

(e) 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;

(f) sealing certain Confidential Appendices to the First Report;

(g) approving the fees and disbursements of the IR and the Receiver for the period from October 8, 2020 to October 30, 2020, as set out in the affidavit of Jacob Wiebe, sworn November 20, 2020 (the "**Wiebe Affidavit**"); and

(h) 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 (the "**Mason Affidavit**").

2. Such other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

Background

(a) Clearflow Commercial Finance Corp. ("**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, as amended (the "**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 of Mr. Justice McEwen dated October 22, 2020 (the "**Appointment Order**"), GTL was appointed as the Receiver over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak or 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;

Approval of the Transaction

(e) the Sale Agreement was entered into by J. Gdak prior to the appointment of the IR and the appointment of the Receiver;

(f) the Sale Agreement contemplates the sale of the Purchased Property, wherein the registered owner is J. Gdak;

(g) the Receiver was authorized by the Appointment Order to market and sell the Property (as defined in the Appointment Order);

(h) the Receiver has determined that the offer from the Purchasers is reasonable, taking into account a number of factors;

(i) Clearflow supports the proposed Transaction;

(j) the Receiver recommends that the Transaction be approved by the Court for the following reasons:

 (i) the Transaction was originally entered into by J. Gdak;

 (ii) the Receiver has obtained an opinion of value from a realtor, which supports the economics of the proposed Transaction; and

 (iii) the Transaction is in the best interests of the stakeholders in the within receivership proceedings;

Confidential Supplement

(k) certain Confidential Appendices to the First Report contain confidential and commercially sensitive information that could jeopardize the Receiver's efforts to complete a sale transaction if disclosed;

(l) as such, the Receiver requests that certain Confidential Appendices to the First

Report be sealed from the public record until the closing of the Transaction;

Approval of Fees and Activities

(m) the Receiver has performed a variety of activities in furtherance of its responsibilities under the IR Appointment Order and the Appointment Order, as set out in the First Report;

(n) the Receiver seeks approval of the First Report of the IR, the First Report and the activities of the IR and the Receiver, as described therein;

(o) in performing the activities outlined in the First Report, the Receiver and the Receiver's legal counsel, BLG, have provided professional services and incurred fees and disbursements;

(p) the Receiver seeks approval of its fees and disbursements;

(q) the Receiver also seeks approval of the fees and disbursements of BLG;

Other

(r) rules 1.04, 2.03, 3.02, and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended;

(s) section 137(2) of the *Courts of Justice Act*; and

(t) 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 First Report to the Court dated November 20, 2020;

(b) the affidavit of Jacob Wiebe, sworn November 20, 2020;

(c) the affidavit of Christine Mason, sworn November 20, 2020; and

(d) such further and other material as counsel may advise and this Court may permit.

November 23, 2020

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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.

TO: SERVICE LIST

SERVICE LIST

(as of November 23, 2020)

(ClearFlow v Trigger – Court File #CV-20–00649154–00CL)

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Lawyers for the Canada Revenue Agency

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sbrennan@londonlawyers.com

Counsel for the Purchaser

AND TO: **PHIL SEARLES**

P_searles@hotmail.com

AND TO: **MIKE NERO**

mike@melero.ca

SCHEDULE "A"

Conference Details to join Motion via Zoom

Join Zoom Meeting
https://zoom.us/j/96711654065?pwd=cDllSnQ1NTZwMlFEZXVDaHIwZlBQZz09

Meeting ID: 967 1165 4065
Passcode: sGr5rH

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

CLEARFLOW COMMERCIAL FINANCE CORP. Applicant	-and-	**TRIGGER WHOLESALE, INC. et al.** Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION
(**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.

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Tab 2

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

TABLE OF CONTENTS

INDEX OF APPENDICES

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.

<u>Sale of 43 Baker Road, Port Elgin, Ontario</u>

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.

<u>Confidentiality</u>

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

Appendix 1

Court File No. CV-20–00649154–00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 13th DAY OF OCTOBER, 2020
	)	
JUSTICE GILMORE	)	

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 RECEIVERTO HOLD FUNDS

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

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

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

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

INTERIM RECEIVER'S ACCOUNTS

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

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

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

SERVICE AND NOTICE

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

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

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

GENERAL

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

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

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

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

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

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

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

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

C. Gilmore J.

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OCT 1 6 2020

PER / PAR:

CLEARFLOW COMMERCIAL FINANCE CORP. -and- TRIGGER WHOLESALE, INC. et al.
Applicant 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
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Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

Appendix 2

Court File No. CV-20–00649154–00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

AFFIDAVIT OF MARTIN NICHOLAS REES

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

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

INTRODUCTION

The Parties

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

3. The Respondent Trigger Wholesale, Inc. ("**Trigger**") is one of Clearflow's customers pursuant to three separate credit facilities, summarized in the Affidavit of Sandy Kanichis filed in support of this Application. The total amount owed by Trigger in favour of Clearflow was, as of October 6, 2020, $48,625,279.75.[1].

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

> **Attached hereto as Exhibit "A" are true copies of the guarantees referred to above**
>
> **Attached hereto as Exhibit "B" are true copies of the General Security Agreements in favour of Clearflow executed by Trigger and En Cadre**

---

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

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

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

Attached hereto as Exhibit "D" is a copy of the Home Page from Trigger's website

6. Trigger and/or En Cadre's assets consist of:

(a) accounts receivable due and owing from customers of Trigger;

(b) firearms and ammunition inventory owned by Trigger allegedly stored in a secured and licensed facility in Waterloo, Ontario;

(c) an alleged interest in real property located in Waterloo, Ontario, purportedly owned by the Respondent En Cadre, with a purported value of $48 million, pursuant to an as-of-yet uncompleted, executed Agreement of Purchase and Sale provided to Clearflow by Trigger as evidence of the asset owned by the Respondents; and

(d) miscellaneous assets including office equipment and computers, a large and sophisticated 3D printer, goodwill, and customer lists.

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

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

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

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

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

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

Nature of this Proceeding and Allegations of Fraudulent Activity

10. This Application has become necessary as a result of:

(a) the occurrence of certain events of default on the part of Trigger pursuant to the relevant credit facilities between Clearflow and Trigger. Copies of the Demand Letters (the "**Demands**") and the Notice of Intention to Enforce Security (the "**NITES**") that are about to be sent to Trigger and its guarantors are attached hereto as Exhibits. The Demands and NITES indicate to the Court the nature of the events of default on the part of Trigger that give rise to the Demands, as well as the total indebtedness owed by Trigger in favour of Clearflow, which as stated above, is nearly $50 million; and

(b) a long-standing, organized pattern of fraud on the part of Trigger and Gdak that has come to the attention of Clearflow very recently, based on multiple instances of clear and convincing evidence from different and independent sources. Clearflow is not aware of the extent of its losses resulting from this fraud, except that it is in the millions and possibly tens of millions of dollars. The fraud consists of knowingly-false misrepresentations made by Gdak and Trigger to Clearflow, assisted by Jaimee, backed up by falsified invoices, a forged transfer of real property, fake email addresses, a falsified Real Property Agreement of Purchase and Sale, impersonations of executives employed by Canadian Tire and Home Hardware stores, and phony cheques. I believe that the evidence supports the conclusion that Gdak personally has orchestrated the fraud in an effort to induce Clearflow to advance millions of dollars to Trigger, which it has done in good faith reliance on the truthfulness of the representations made, and documentation supplied, by Gdak.

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

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

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

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

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

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

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

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

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

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

BACKGROUND

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

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

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

(a) DFAIT (Department of Foreign Affairs & International Trade) verify every transaction;

(b) DFAIT issues IIC's (International Import Certificate) which are required to import firearms into Canada;

(c) DFAIT works with the RCMP to ensure that all licensees, including Trigger, hold appropriate Licenses

(d) All firearms are registered and approved on the FRT (Firearms Reference Table), a table of approved firearms for importation;

(e) Each model of firearm is assigned unique FRT reference number;

(f) Trigger lists the FRT numbers on all TWI Import permits;

(g) CBSA (Canadian Border Services Agency) requires advance notice of all shipments of firearms;

(h) Any Distributor needs to hold a BFL (Business Firearms License) issued by Chief Firearms Office (CFO) and BFL's are managed and supervised by RCMP

(i) Each firearm (unit with corresponding serial number) is inputted into the online RCMP firearms control systems a Trigger's facility upon arrival

(j) All transfers to Trigger's customers are required to be completed through RCMP online systems; and

(k) Trigger is required to keep records for 7 years.

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

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

GROWTH IN TRIGGER"S BUSINESS

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

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

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

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

ANOMALIES DISCOVERED IN FIELD AUDIT

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

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

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

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

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

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

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

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

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

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

DISCOVERY OF THE FAKE INVOICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Transfer</u>

(a) Torkin Manes pulled from title the real instrument number WR1267136, which is the registration number shown on the alleged transfer of the Martin Grove Property to Gdak. The actual Instrument number WR1267136 is the Transfer pursuant to which the Respondent Jaimee Gdak took title to an entirely different property located at 652 Colby Dr., Waterloo, Ontario.

(b) The municipal address shown on the forged Transfer/Deed of land, namely 1343 Martin Grove, Waterloo, does not match the legal description or the PIN identifier of the property, which is 22281-0110. That PIN identifier corresponds with 652 Colby Dr. which is a property owned by either Jaimee or Jaimak Properties

(c) 1343 Martin Grove Rd. is not owned by En Cadre or any other related company to Trigger and consists of raw land located in an agricultural area;

(d) the names of the vendor and purchaser are entered on the document are incorrect. The name of the Transferor is shown as “Mr. Cleason Martin” and the name of the Transferee is shown as “Mr. Mark W. Gdak”. In the Ontario land titles system the title “Mr.” is never used, and the names of individuals always appear last name first, followed by a comma, followed by the first name. I am advised by Mr. Alpert that the land titles system will not accept entry of the names of vendors and purchasers in this way, so it is impossible that this is an actual, valid Transfer. It would not have been accepted for registration by the land titles computer system.

The Fake Agreement of Purchase and Sale

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

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

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

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

MEETING WITH GDAK

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

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

FULL DISCLOSURE OF ALL RELEVANT FACTS

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

(a) Trigger has a high visibility in the industry, and it does indeed operate a real firearms warehouse, which I have personally attended at. I have seen many government/regulatory documents over the years that I do not believe are forgeries all of which suggests that Trigger does indeed exist as a business and does import and distribute firearms in Canada.

(b) Trigger has detailed information about executives working at Canadian Tire and Home Hardware, suggesting that there is exists a real business relationship;

(c) Although it seems impossible that this could be the case given the circumstances of this case, it is theoretically possible that Gdak could take the position that Clearflow won't suffer any loss at all if it can collect all outstanding accounts receivable, assuming that they do indeed exist;

(d) Trigger has always benefitted from the assistance of professional chartered accountants and reputable legal counsel in the Waterloo area.

(e) Trigger and Gdak hold the required licenses and designations from, as well as the trust of, the various regulatory authorities, whom I understand conduct exhaustive background checks into individuals involved in this business. These authorities are presumably aware of the sale of every firearm in Canada and keep carful track of the shipping, purchase and handling of every firearm sold.

(f) There does not appear to be any obvious motive for Gdak and Trigger to engage in such a massive fraud in circumstances where his business appears to be growing exponentially.

(g) There is no direct evidence that Gdak himself has personally benefitted from the fraud. There is no direct evidence that proceeds of fraud were utilized to acquire the real properties in Waterloo and Port Elgin.

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

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

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

UNDERTAKING AS TO DAMAGES

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

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

Commissioner for Taking Affidavits
(or as may be)
Jeffrey J. Simpson

MARTIN NICHOLAS REES

CLEARFLOW COMMERCIAL FINANCE CORP. -and- TRIGGER WHOLESALE, INC. et al.
Applicant 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.

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

(a) To supply additional details regarding the Trigger credit facilities;

(b) To provide additional details regarding the growth in over-90 day AR with respect to Trigger's accounts receivable and other details regarding the growth in Trigger's business over the years;

(c) To provide details with respect to Clearflow's suspicions that certain cheques allegedly issued by Trigger customers are forgeries;

(d) To provide details of measures taken by Clearflow in response to Gdak;'s chronic lack of financial reporting; and

(e) To provide additional details as to the involvement of Jaimee Gdak in the business operations of Trigger.

DETAILS OF THE CREDIT FACILITIES

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

(a) a Master Purchase and Sale Agreement dated April 30, 2015 (the "**MPSA**");

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

(c) a Royalty Agreement dated April 30, 2015 (the "**Royalty Agreement**").

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

THE MPSA

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

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

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

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

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

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

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

RAPID EXPANSION OF TRIGGER'S BUSINESS

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

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

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

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

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

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

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

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

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

FORGED CHEQUES

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

(a) The bottoms of each cheque have been cut off in the photocopy provided by Gdak, such that account numbers and other information is not visible;

(b) The cheques are stamped on the front with the name of an "attention of" person, namely Mr. Maguire and Ms. Shulist. I have never seen business cheques in my years of banking that would include an "attention of" name of an individual. There would be no reason for same;

(c) These cheques, if they had been negotiated, would have stamps on the front or the back. The front sides of the cheques have no endorsement stamps and the backs of the cheques were not included in the copies sent by Gdak;

(d) Finally, and perhaps most conspicuous is the fact that Mr. Maguire's name is spelled differently ("Matt Maguire") on the face of the supposed Canadian Tire cheques than the spelling of his name in the fake email address supplied by Gdak ("Matt Mcguire"). At the very least, this confirms that one or the other, if not both, of the cheques or the email addresses are faked.

INVOLVEMENT OF JAIMEE GDAK IN TRIGGER'S BUSINESS

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

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

265 Old Post Road, Waterloo ON

250 Lion's Court, Warterloo, ON

652 Colby Dr., Waterloo ON

47 Baker Rd., Port Elgin ON

157 Saugeen Beach Road, Port Elgin, ON

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

(a) processing credit card payments;

(b) deposits made into the Trigger Ops Account and the Trigger Blocked Account;

(c) deposits made into BMO Bank Trigger Ops Account that consisted of non factored payments.

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

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

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

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

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

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

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

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

Commissioner for Taking Affidavits
(or as may be)
Jeffrey J. Simpson

ALEXANDRA (SANDY) KANICHIS

RCP-E 4D (July 1, 2007)

CLEARFLOW COMMERCIAL FINANCE CORP. -and- TRIGGER WHOLESALE, INC. et al.
Applicant Respondents

Court File No. CV-20–00649154–00CL

ONTARIO
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PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF ALEXANDRA (SANDY) KANICHIS

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ClearFlow Commercial Finance Corp.

RCP-E 4C (May 1, 2016)

34656.0004/17560596_.1

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

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

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

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

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

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

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

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

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

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

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

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

Commissioner for Taking Affidavits
(or as may be)

Jeffrey J. Simpson

GLENN PETERSEN

RCP-E 4D (July 1, 2007)

CLEARFLOW COMMERCIAL FINANCE CORP. -and- TRIGGER WHOLESALE, INC. et al.
Applicant Respondents

Court File No. CV-20–00649154–00CL

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ClearFlow Commercial Finance Corp.

RCP-E 4C (May 1, 2016)

Appendix 3

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.

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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

<u>Accounts Receivable</u>

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.

<u>Cheques Located Onsite</u>

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

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

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**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

FIRST REPORT OF THE INTERIM RECEIVER, GRANT THORNTON LIMITED

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Appendix 4

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 22ND DAY OF
	)	OCTOBER, 2020
JUSTICE MCEWEN	)	

SUPERIOR COURT OF JUSTICE
COUR SUPÉRIEURE DE JUSTICE

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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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 Lerners LLP the sum of $30,000, as a retainer in respect of Lerners' 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 À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

NOV 1 2 2020

PER / PAR:

SCHEDULE "A"

Properties	Owner	Legal Description
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:

34656.0004/17622659_.1

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

OREA Ontario Real Estate Association

Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 09 day of October 20 20

BUYER: Paul German and Julie German (Full legal names of all Buyers) agrees to purchase from

SELLER: Jaimee Gdak (Full legal names of all Sellers) the following

REAL PROPERTY:

Address 43 Baker Road, Saugeen Shores, Ontario

fronting on the side of

in the

and having a frontage of more or less by a depth of more or less

and legally described as Lot 14, Plan 497, Saugeen Shores PIN #33274-0137

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN$) [redacted]

[redacted] Dollars

PG

JG

DEPOSIT: Buyer submits Upon Acceptance (Herewith/Upon Acceptance/as otherwise described in this Agreement)

[redacted] Dollars (CDN$) [redacted]

PG

JG

by negotiable cheque payable to Kelly & Co. in Trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by Seller (Seller/Buyer) until 6:00 p.m. (a.m./p.m.) on the 10th 13 day of October 20 20, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 30th day of October 20 20. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): PG JG **INITIALS OF SELLER(S):**

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: 519-579-2556 (For delivery of Documents to Seller) FAX No.: .... (For delivery of Documents to Buyer)

Email Address: ayantz@kellylaw.com (For delivery of Documents to Seller) Email Address: .... (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:** See attached Schedule "B"

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** None.

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

N/A

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to (included in/in addition to) the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): **INITIALS OF SELLER(S):**

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 26 day of October, 2020 (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (residential) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) 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; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. DOCUMENTS AND DISCHARGE: Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. INSPECTION: Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. INSURANCE: All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990

17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer

19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.

23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

25. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Buyer) (Seal) (Date)

(Witness) (Buyer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Seller) (Seal) (Date)

(Witness) (Seller) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at .... (a.m./p.m.) this .... day of ...., 20......

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage .... (Tel.No.)

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage .... (Tel.No.)

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) [signature] Oct. 13/20 (Date)

(Seller) (Date)

Address for Service

(Tel. No.)

Seller's Lawyer Brian R. Kelly, Kelly & Co.

Address 903-60 Queen St. N., Kitchener, ON N2H 6P4

Email ayantz@kellylaw.com

519 579-3360 (Tel. No.) 519 579-2566 (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) [signature] Oct 13/20 (Date)

(Buyer) [signature] (Date)

Address for Service 151 Somerset Cres London, ON N6K 3S1

(Tel. No.)

Buyer's Lawyer Sean Brennan

Address 200-145 Wharncliffe Rd S London, ON N6J 2K4

Email

519-673-1151 (Tel. No.) 519-673-3632 (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

OREA Ontario Real Estate Association

Form 100
For use in the Province of Ontario

Schedule A
Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Paul German and Julie German, and

SELLER: Jaimee Gdak

for the purchase and sale of 43 Baker Road, Saugeen Shores, Ontario

dated the .... day of October, 20 20

Buyer agrees to pay the balance as follows:

The Buyer acknowledges that there is no express or implied warranty by the Seller on the chattels included in this Agreement of Purchase and Sale.

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time, with respect to this Agreement and any other documents respecting this transaction.

The Buyer shall have the right to inspect the property one further time prior to completion, at a mutually agreed upon time, provided that written notice is given to the Seller. The Seller agrees to provide access to the property for the purpose of this inspection.

The Seller represents and warrants, to the best of the Seller's knowledge and belief, that, during the Seller's occupancy of the building, the sewage system has been and will be in good working order on closing. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property existing at completion of this transaction.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

OREA Ontario Real Estate Association

Form 100
for use in the Province of Ontario

Schedule B
Agreement of Purchase and Sale

The following chattels are included in the purchase price and shall become the property of the purchasers on closing:

- 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 art work, curtains;
- Queen bed and mattress, duvet cover, pillow covers and decorative pillows;
- Side Table and lamp in the queen bedroom and all art work, curtains;
- Bunk Bed and mattress, duvet cover, pillow covers and decorative pillows;
- Mirror, hooks and art work in the bunk bedroom, curtains;
- Shower curtain and rings in bathroom;
- Soap dispenser, soap dish for bathroom;
- Kitchener table, bench and chairs;
- Coat hooks, art work and Port Elgin sign in foyer;
- BBQ on back porch and cover;
- NEST thermostat, all of the outdoor hoses;
- Lumber in the shed that was planned for use in the Bunkie;
- Garbage bin;
- Washer & 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 & Water Softener;
- Survey to be provided by seller; and
- Installation of 30AMP RV outlet on west facing side of the house.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): INITIALS OF SELLER(S):

Appendix 6

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

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 Interim Receiver from October 8, 2020 to October 22, 2020, totalling of $84,752.88 including HST in the amount of $9,750.33.

3. Attached and marked as Exhibit "**B**" 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 October 23, 2020 to October 31, 2020, totalling $53,051.09, including Disbursements of $1,257.12 and HST in the amount of $6,103.22.

4. 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.

5. 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.

6. This affidavit is sworn in connection with the approval of the fees and disbursements of GTL and for no improper purpose.

SWORN BEFORE ME over video teleconference this 20th day of November 2020. The affiant was located in Uxbridge, Ontario while the commissioner, Mariela Adriana Gasparini, was located in Vaughan, Ontario	)))))	
Commissioner for Taking Affidavits, etc. P14458	))	Jacob Wiebe

Exhibit "**A**" to the Affidavit of Jacob Wiebe, sworn before me this 20th day of November 2020

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-6840

To professional services rendered as Interim Receiver for the period from October 8, 2020 to October 12, 2020.

Date	**Full Name**	**Hours**	**Detail**
October 8, 2020	Jake Wiebe	2.90	Call with counsel re: engagement planning; Call with security consultant and camera technician to plan engagement.
October 9, 2020	Jake Wiebe	0.90	Engagement planning; Call to CFO office; Correspondence with counsel.
October 9, 2020	Rania Erian	0.20	Create client in the system.
October 10, 2020	Jake Wiebe	1.80	Review Application Record.
October 11, 2020	Jake Wiebe	1.20	Call with counsel and debtor counsel to review Application Record and draft orders.
October 12, 2020	Jake Wiebe	2.20	Review Factum and amended draft order; Call with team to plan engagement execution; Call with camera consultants for planning.

Date	Full Name	Hours	Detail
October 13, 2020	Jake Wiebe	13.00	Plan taking possession; Attend court motion; Meeting with Police; Taking possession; Communication with counsel.
October 13, 2020	Jason Kanji	9.40	Prepare for, travel to and attend Trigger premises; Take possession of building; Coordinate locksmith, private security and IT backup.
October 13, 2020	Jonathan Krieger	3.50	Calls and correspondence with counsel; Attendance on court application; Calls with team; Calls with counsel, Applicant; Correspondence with team re: considerations on site, preliminary findings.
October 13, 2020	Rosa Wilford	1.00	Review internal email instructions from team re Banking; Review Court Order: Contact banking institution re freeze of accounts; Letters: Emails; Phone calls; Fax; General Banking administration.
October 14, 2020	Jake Wiebe	10.50	Attend premises; inspect inventory; calls with applicant and counsel; attend CIBC with suspected fraudulent cheques; Security planning.
October 14, 2020	Jason Kanji	10.20	Attend Trigger premises; Review books and records; Correspond with IT companies, QuickBooks, Security Company and Insurance companies; Take possession and secure assets along with applicable books and records.
October 14, 2020	Jonathan Krieger	1.50	Discussions with team re: considerations on site, assets; Call with Clearflow and counsel;
October 14, 2020	Rosa Wilford	1.30	Follow-up phone calls with Bank and team on freeze of accounts. Emails with supporting documentations; General banking administration.
October 15, 2020	Jake Wiebe	6.80	Calls and emails with CFO; Calls with principal; Review inventory listing; Emails to employees re: access to QuickBooks; Draft IR report to Court.
October 15, 2020	Jason Kanji	5.30	Numerous calls with IT companies to allow access to servers hosting Trigger Data; Follow up with Insurance companies; Website update; Internal calls re: proceedings.
October 15, 2020	Jonathan Krieger	0.60	Discussion with team re: investigative considerations; Correspondence re: next steps; Review of banking summary.

Date	Full Name	Hours	Detail
October 15, 2020	Rania Erian	0.20	Case website maintenance.
October 15, 2020	Rosa Wilford	1.20	Review emails and supporting documentation from Bank; Notify team; Save on server; Respond to Bank; Review internal email instructions from team; Review reports; Summarize the details of the current balances on freeze accounts; Workbook; General banking administration.
October 16, 2020	Jake Wiebe	7.00	Drafting IR report; Call with CFO; Call with Clearflow and counsel.
October 16, 2020	Jason Kanji	5.10	Calls with IT Companies re: access to accounting documents; Review of Accounting details and matters; Investigate audit trail of accounting software, Review Inventory and AR Listing, Calls with Insurance companies and review of policies; Internal discussions re: proceedings.
October 16, 2020	Jonathan Krieger	0.90	Call with team re: matters related to findings; Correspondence with counsel; Correspondence from Clearflow and its counsel; Discussion with team re: court report.
October 19, 2020	Jake Wiebe	11.50	Drafting IR report to court; Calls with counsel and Applicant counsel re: Oct 23 Motion; Call with Mark Gdak.
October 19, 2020	Jason Kanji	4.20	Correspond with Insurance Matters; Manage Security of building and access; Review Books and Records along with transactions regarding reviewed cheques; Internal discussions re: Report; Review IT matters and coordinate appropriates backup.
October 19, 2020	Jonathan Krieger	1.80	Review and comments on draft report; Call with team thereto; Call with bank counsel; Follow on call with counsel.
October 19, 2020	Rosa Wilford	0.70	Review correspondences to and from Bank; Phone calls; Notify team for direction; Respond to emails re incoming eft's and interact transactions.
October 20, 2020	Jake Wiebe	9.50	Calls with counsel; Calls with CFO; Review Inventory list to prepare for count with CFO; Completed draft IR Report.

October 20, 2020	Jason Kanji	2.20	Correspond with current insurance company re: compliance with Court Order; Seek out new insurance; Review IT matters and Review books and records; Internal discussion re: source and Use.
October 20, 2020	Jonathan Krieger	1.50	Calls with counsel; Review of draft materials; Correspondence with Bank counsel; Review of communications thereto.
October 20, 2020	Rosa Wilford	1.60	Review various internal instructions; Draft letter and prepare bank form for new account. Correspondences with banks; Setup account estate. Fax; Emails; Phone calls; Provide wire instructions; Respond to emails: General banking administration.
October 21, 2020	Jake Wiebe	10.50	Review draft orders and NOM; Calls with counsel and debtor counsel re: same; Calls with CFO to organize inventory count.
October 21, 2020	Jason Kanji	2.40	IT matters and transfer over of security.
October 21, 2020	Jesse Cooper	4.50	Call with manager to be brought up to speed on file. Prepare and populate source and use of funds spreadsheet.
October 21, 2020	Jonathan Krieger	1.30	Call with counsel; Review of draft materials; Correspondence re: finalization of report; Review of NOM.
October 22, 2020	Jake Wiebe	4.50	Attend Zoom court motion; Discussion with counsel re: matters to be resolved with draft order; Review correspondence re: same.
October 22, 2020	Jesse Cooper	4.70	Populate and work on the source and use of funds spreadsheet.
October 22, 2020	Jonathan Krieger	1.70	Calls with counsel; Correspondence with team re: matters related to onsite considerations; Attendance on Court hearing; Correspondence and discussions with counsel; Review of proposed wording in order.
October 22, 2020	Rosa Wilford	0.50	Review internal email instructions from team re Banking; Correspondences with Bank; Review account print screens for expecting wires/direct deposits; Notify team; General Banking administration.

Time Charges and Expenses:

J. Wiebe, Sr. Vice President	82.30	hours @	$ 595.00	per hour	$	48,968.50
J. Krieger, Sr. Vice President	12.80	hours @	$ 595.00	per hour	$	7,616.00
J. Kanji, Manager	38.80	hours @	$ 295.00	per hour	$	11,446.00
R. Wilford, Manager	6.30	hours @	$ 275.00	per hour	$	1,732.50
J. Cooper, Sr. Associate	9.20	hours @	$ 175.00	per hour	$	1,610.00
R. Erian, Analyst	0.40	hours @	$ 145.00	per hour	$	58.00
	149.80				$	71,431.00
5% Technology and Administration fees					$	3,571.55
					$	75,002.55
HST @ 13%					$	9,750.33
Total Invoice Due					**$**	**84,752.88**

Exhibit "**B**" to the Affidavit of Jacob Wiebe, sworn before me this 20th day of November 2020

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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-6840

To professional services rendered as Receiver and Manager for the period from October 23, 2020 to October 31, 2020.

Date	Full Name	Hours	Detail
October 23, 2020	Jake Wiebe	0.80	Call with principal re: arms shipment; Review draft order.
October 23, 2020	Jesse Cooper	4.25	Populate and work on the source and use of funds spreadsheet.
October 23, 2020	Jonathan Krieger	0.50	Correspondence and calls with counsel re: considerations on real property, review of documents thereto.
October 23, 2020	Rosa Wilford	0.80	Review internal email instructions from Bank/team; Review account list; Prepare bank letter/transfer; Fax; Emails; Respond to bank/team; General banking administration.
October 25, 2020	Jason Kanji	1.50	Prepare for and travel to Trigger site.
October 25, 2020	Jesse Cooper	1.50	Attend Premises to prepare for CFO inventory count.

Date	Full Name	Hours	Detail
October 26, 2020	Jake Wiebe	5.50	Review documentation for shipment of inventory from Turkey; Call with Clearflow re: same; Calls and emails with principal re: same; Calls with team re: CFO audit and inventory sales plan.
October 26, 2020	Jason Kanji	7.90	Meet with CFO for count; Review of payroll documents; Review of AR invoices; Coordinate collection of undelivered items; Prepare realization analysis; Internal calls re: proceeding updates.
October 26, 2020	Jesse Cooper	9.00	On-site CFO inventory count and tracking of items in the restricted cage. Prepare AP listing. Prepare employee termination letters.
October 26, 2020	Rosa Wilford	1.50	Review correspondences and instructions to and from Bank; Provide supporting documentations; Follow-up email re transfer of funds; Phone calls re same; Review internal email instructions from team; Provide wire instructions; On-line banking; Review print screens for expecting wires; Prepare receipt and disbursement requisition forms; Post entries; Email team notification of wire. General banking administration.
October 27, 2020	Jake Wiebe	7.50	Calls to Turkey to confirm arms shipment paid for; Calls with lender re: same and discussion re: accepting arms shipment; Preparing inventory sale plan; Call with liquidator re: same; Call with CFO re: inventory audit and permission to sell inventory to Trigger customers; Call with Trigger sales person; Calls with principal; Arrange appraisal of 43 Baker Road.
October 27, 2020	Jason Kanji	8.30	Prepare for and attend Trigger site; Various meetings with CFO; Various calls re: missing restricted weapons; Oversee pick up of employee personal belongings; Calls with employees re: termination; Coordinate WEPPA for employees
October 27, 2020	Jesse Cooper	11.75	On-site at the Warehouse in Waterloo. Assist with the inventory count and reconciliation. Finalize employee termination letters. Finalize the creditor listing. Attend to Canpar shipping center to inquire about a package for Trigger; Pick up mail from PO box; Pick up keys and attend to Port Elgin to deliver the keys.
October 27, 2020	Jonathan Krieger	1.00	Call with team re: review of file considerations, AR and inventory matters.

October 27, 2020	Rania Erian	0.20	Create receivership estate in Ascend; Create case website and upload legal documents.
October 27, 2020	Rosa Wilford	0.50	Review internal instructions from team re Banking; Review list of bank accounts on freeze; Correspondences with Bank; Provide supporting documentations; Emails; General banking administration.
October 28, 2020	Jake Wiebe	8.20	Calls and email with counsel re: sale of 43 Baker Road; Email with Realtor re: Opinion of Value on same; Calls and emails with counsel re: Gdak's personal bank account and spending limits; Calls with CBSA, warehouse and shippers re: obtaining release of Ridelli shipment; Calls with Infinity Assets re: inventory sales plan.
October 28, 2020	Jason Kanji	6.20	Coordinate the repair of internet issues; Meet with IT consultant to deal with IT matters; Secure returned vehicles; Review team matters; Review matters with accepting delivery of goods.
October 28, 2020	Jesse Cooper	8.75	Call with Canpar to arrange pickup of packages; Deliver packages to the warehouse in Canpar's shipping center in Kitchener; Oversee technician re-install the internet; Organize the shipments in the warehouse. Receive and organize packages delivered to the warehouse.
October 28, 2020	Jonathan Krieger	0.60	Correspondence re: matters related to inventory levels, manner of sale; Correspondence re: property issues, registrations, and evaluation of transactions.
October 28, 2020	Rania Erian	0.30	Arrange for mail redirection.
October 28, 2020	Rosa Wilford	0.80	On-line banking; Review account for incoming wires; Correspondences with Bank/team; Phone calls; General banking administration.
October 29, 2020	Ada Shahini	0.10	Call with team re: WEPP process and ROE details required to issue.
October 29, 2020	Jake Wiebe	5.30	Arranging release of Ridelli shipment; Calls with counsel re: sale of 43 Baker Road; Call with purchaser counsel re: same; Call with proposed liquidator; Call with principal re: Ridelli and 265 Old Post Road sale; Responding to emails from Applicant.

October 29, 2020	Jason Kanji	2.30	Team meeting re: collection of goods and payment of such; Review of security matters; General banking matters
October 29, 2020	Jesse Cooper	9.25	Deliver cheques to the Toronto office. Get introduced to the QuickBooks to prepare invoices and the WEPP workbook. Attend to the Canada Border Services Agency to obtain a stamped copy of the customer clearance certificate. Drop off necessary documents to Swissport Cargo; Return to CBSA to get additional documentation. Bring the new documents back to Swissport Cargo. Return to Toronto.
October 29, 2020	Jonathan Krieger	0.90	Review of valuation matters re: properties; Correspondence from counsel; Correspondence with team re: alternative asset monetization strategies.
October 29, 2020	Rosa Wilford	2.00	Review internal instructions from team re: Banking; Review payment requests; Prepare disbursement requisition forms; Prepare bank letter; Correspondences to and from Bank for confirmation/bank drafts; Faxes; Respond to phone call/emails re same; Review mail; Prepare receipt requisition forms; Post deposit entries; Notify team/Bank; General banking administration.
October 29, 2020	Valerie Naccarato	1.80	Prepared deposit forms; Deposit at bank; Waited for three bank drafts at RBC.
October 30, 2020	Ada Shahini	0.50	Call with team for review on missing details for filing WEPP and ROE's; Provide information based on the ESA to complete WEPP; Email correspondence with team to verify the info needed.
October 30, 2020	Jake Wiebe	6.90	Calls with principal re: real estate sale agreement; Email update to secured lender; Review personal BMO bank account statement; Calls with liquidator re: inventory sale plan; Engagement planning with team.
October 30, 2020	Jason Kanji	3.60	Apply for insurance; Calls with existing insurance re: negotiation of extension; Coordinate meeting with legal counsel; Prepare 245/246 report; Calls with team re: delivery of goods, collection of new goods and search for missing guns; Calls with CFO re: same; Call with landlord re: continued tenancy.

October 30, 2020	Jesse Cooper	8.10	Attend to Warehouse in Waterloo to meet with the courier; Unpack the shipment; Count the shipment; Pick up mail and packages from PO Box; Bring the packages back to the warehouse. Sort and track the new packages; Locate and sort the three outstanding handguns; Prepare WEPP Workbook.
October 30, 2020	Rosa Wilford	2.50	Review internal email instructions from team re Banking; Review payment requests; Prepare requisition forms; Post disbursement entries; Issue cheques; On-line banking; Emails to and from Bank to provide copies of bank statements; Phone calls; Review mail; Prepare receipt requisition forms; Post deposit entries; On-line banking: Review print screens and match to bank drafts; Post payment entries and charges; Respond to email from Bank/notify team re same; General banking administration.
October 30, 2020	Valerie Naccarato	5.00	Review BMO account history to 2018 and summarize for Clearflow.

<u>Time Charges and Expenses:</u>

J. Wiebe, Sr. Vice President	34.20	hours @	$	595.00	per hour	$	20,349.00
J. Krieger, Sr. Vice President	3.00	hours @	$	595.00	per hour	$	1,785.00
J. Kanji, Manager	29.80	hours @	$	295.00	per hour	$	8,791.00
R. Wilford, Manager	8.10	hours @	$	275.00	per hour	$	2,227.50
J. Cooper, Associate	52.60	hours @	$	175.00	per hour	$	9,205.00
A. Shahini, Sr. Associate	0.60	hours @	$	165.00	per hour	$	99.00
V. Naccarato, Analyst	6.80	hours @	$	145.00	per hour	$	986.00
R. Erian, Analyst	0.50	hours @	$	145.00	per hour	$	72.50
	135.60					$	43,515.00
5% Technology and Administration						$	2,175.75
						$	45,690.75
Disbursements							
Travel						$	1,257.12
						$	1,257.12
Subtotal time and disbursements						$	46,947.87
HST						$	6,103.22
Total Invoice Due						**$**	**53,051.09**

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

AFFIDAVIT OF JACOB WIEBE

GRANT THORNTON LIMITED
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Email Jake.Wiebe@ca.gt.com

Appendix 7

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 CHRISTINE MASON
(Sworn November 20, 2020)

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 ”**Receive**r”) 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 October 9, 2020 to October 31, 2020 (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 $46,400.06.

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 $41,042.00, disbursements of $20.00 and taxes of $5,338.06 for services rendered and recorded.

SWORN BEFORE ME over video teleconference this 20th day of November, 2020. 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**

P14458

EXHIBIT A

This is the Exhibit marked "A" referred to

in the Affidavit of Christine Mason,

sworn before me this 20th day of November, 2020.

A Commissioner for Taking Affidavits

Borden Ladner Gervais

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Grant Thornton LLP
200 King Street West
11th Floor
Toronto, ON M5H 3T4

November 11, 2020

Invoice # 697903729

Attention: Mr. Jonathan Krieger
Senior Vice President

Re: Trigger Wholesale

File No: 547730/000032

PROFESSIONAL SERVICES rendered to October 31, 2020 in connection with the above matter as described in the attached.

Fees	$ 41,042.00
Disbursements	20.00
HST on Fees and Taxable Disbursements	5,338.06
Total this Invoice	**$ 46,400.06**

THIS IS OUR ACCOUNT - E. & O.E.

BORDEN LADNER GERVAIS LLP

Borden Ladner Gervais LLP

For: Roger Jaipargas

PAYABLE ON RECEIPT
INTEREST AT THE RATE OF 0.5% PER ANNUM MAY BE CHARGED ON ACCOUNTS WHICH ARE OVERDUE
GST/HST REGISTRATION # R869096974RT0001

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PROFESSIONAL SERVICES RENDERED to October 31, 2020

Oct 9, 2020	R. Jaipargas	0.40	Conference call with J. Krieger re: background on Trigger Wholesale Inc. and pending Receivership Application returnable on October 13 re: same and next steps regarding same.
Oct 11, 2020	R. Jaipargas	3.50	Engaged on review of Application Record of Torkin Manes for the appointment of a receiver of Trigger and various Affidavits and draft Orders in connection with same; conference call with J. Krieger re: same; conference call with Grant Thornton and Torkin Manes re: same and approach to be taken in connection with Interim Receivership order; emails to and from J. Simpson re: same; email from J. Simpson to Clearflow re: approach to take in connection with hearing on October 13; review email from J. Petersen re: concerns regarding property destruction and next steps in connection with same; emails to and from Grant Thornton re: same.
Oct 12, 2020	R. Jaipargas	3.50	Numerous emails to and from J. Simpson and Grant Thornton in connection with draft Factum and revised draft Order; engaged on review of same; engaged on preparing blackline versions of draft Appointment Order; telephone attendance with J. Krieger re: changes required to the draft Appointment Order in connection with same; email to J. Simpson re: clean and blackline versions of the appointment order and comments on the Factum; further email from J. Simpson re: further revised draft Appointment Order; review same; email from J. Simpson to Justice Gilmore re: Factum and draft Appointment Order.

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Oct 13, 2020	R. Jaipargas	2.00	Emails from and to J. Krieger re: first day receivership matters; emails to and from J. Simpson in connection with Zoom link for hearing and timing for comeback hearing and relief to be sought in connection with conversion to national receiver; attend at court in connection with Zoom hearing before Justice Gilmore in connection with the Motion for the Interim Receivership appointment; email from Justice Gilmore in connection with Endorsement; review same; further emails to and from J. Petersen and J. Wiebe re: attendance at Trigger office; telephone attendance with J. Krieger re: attendance at first day at Trigger premises and status of matter.
Oct 14, 2020	R. Jaipargas	0.20	Emails from and to J. Krieger and G. Petersen regarding status of Trigger receivership; telephone attendance with J. Krieger re: same.
Oct 16, 2020	R. Jaipargas	1.40	Telephone attendance with J. Krieger re: status of the Trigger matter; conference call with Clearflow, Grant Thornton and Torkin Manes re: status of proceedings and next steps re: same; email from J. Simpson re: update B. Kelly matter.

Oct 19, 2020	R. Jaipargas	2.50	Emails from and to J. Krieger re: status of the interim Receivers Report and draft Motion materials for Motion returnable on October 22 and letter from Clark Melville in connection with Andrew Kelly and Darrin Kelly and claims to goods at Trigger premises; email to J. Krieger re: same; email to and from J. Simpson re: status of receivership matter and various ongoing issues and position of M. Djak regarding motion returnable on October 22nd; conference call with Torkin Manes, Grant Thornton re: status of receivership matter and next steps regarding same and nature of relief to be sought at October 22nd hearing; subsequent telephone attendance with K. Krieger re: same; further conference call with Grant Thornton, Torkin Manes re: next steps in the Trigger receivership proceedings and relief to be sought on October 22, 2020 and preparation of draft court materials re: same; review various; emails from G. Petersen re: same.
Oct 20, 2020	R. Jaipargas	6.90	Engaged on review and revisions to draft First Report of the Interim Receiver; emails to and from J. Wiebe re: same; engaged on review and revisions to draft Notice of Motion and draft National Receivership Order received from J. Simpson; emails to and from J. Simpson and Grant Thornton re: same in connection with court hearing scheduled for October 22, 2020; emails to and from J. Petersen re: various operational matters; various telephone attendances with J. Wiebe and J. Krieger re: nature of relief sought at October 22 motion; emails from J. Simpson re: same; telephone attendance with J. Simpson re: status of draft motion materials and nature of relief sought on October 22; conference call with J. Simpson, F. Sully and J. Wiebe re: same; engaged on review of background documents in connection with revising First Report of the Interim Receiver.

Oct 21, 2020	R. Jaipargas	3.80	Engaged on review and revisions to revised draft First Report of the Interim Receiver; emails to and from J. Wiebe re: same; telephone attendance with J. Wiebe re: changes to the First Report of the Interim Receiver; emails to and from J. Simpson re: revised notice of motion and Receivership Order; engaged on review of same; email to J. Simpson re: further changes required to draft Receivership Order; emails from J. Squire in connection with amounts deposited to BMO account by M. Gdak; email to J. Krieger re: same; email from J. Squire in connection with Notice of Motion from Learners regarding relief sought by Trigger, Encadra, Mark Gdak and Jaimak; review same; emails to and from J. Krieger re: same; email to J. Squire in connection with listing regarding amounts deposited by M. Gdak.
Oct 22, 2020	A. Gasparini	0.20	Receive instructions from R. Jaipargas.
Oct 22, 2020	R. Jaipargas	7.50	Engaged on review of motion record and report of the interim receiver in connection with court attendance for motion for the appointment of a national receiver; numerous emails from and to J. Simpson and Grant Thornton on same and attend at zoom court hearing before Justice McEwen on motion to convert Receivership proceedings to a national receiver and subsequent conference all with all counsel re: terms of the draft order and engaged on drafting language for court order to deal with retainer for Learners and also telephone attendance with J. Simpson re: same; numerous emails to and from counsel in connection with revised language for draft order, and conference call with C. Melville re: same; further conference call with all counsel re: settling terms of the draft order and various telephone attendances with Krieger and J. Wiebe re: instructions on same; emails from and to J. Simpson re: revised order; review same; further changes required to same.

Oct 23, 2020	A. Gasparini	0.40	Email J. Simpson re service list; revise service list; speak with R. Jaipargas; email service list to J. Wiebe and J. Krieger.
Oct 23, 2020	A. Gasparini	0.20	Update service list and send to J. Wiebe and J. Krieger.
Oct 23, 2020	R. Jaipargas	2.10	Emails from and to C. Melville re: form of order; emails to and from J. Simpson re: same; email from Justice McEwen re; issued Order; emails to and from X. Yan re: same; conference call with X. Yan and G. Wang re: background on matter and instructions in connection with registering on the 5 properties and issues regarding obtaining Agreements of Purchase and sale for 2 pending transactions; emails to and from C. Melville re: same; emails to J. Krieger re: same; email from C. Melville re: letter regarding wages that are outstanding for A and D. Kelly re: same; email to Grant Thornton in connection with same; emails to and from G. Wang in connection with registration on title to the 5 properties under the Receivership Appointment Order.
Oct 23, 2020	G. Wang	1.20	Attend conference call with R. Jaipargas and X. Yan re court orders and sale transactions; brief review of court order; prepare application to register court order; telephone call with X. Yan re registration matters; circulate registered documents to R. Jaipargas and X. Yan.
Oct 23, 2020	X. Yan	0.50	Reviewed court order and APS for 43 Baker and considered relevant issues; attended to registration of the court order on 5 properties.
Oct 23, 2020	X. Yan	1.00	Reviewed APS and court report and considered relevant issues.

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Oct 25, 2020	R. Jaipargas	1.70	Engaged on review of APS for 43 Baker Road; telephone attendance with X. Yan re: same and next steps regarding same; email to J. Squire re: existing APS for other properties that may be the subject of a pending sales transaction; email to S. Breenan re: call with X. Yan required on October 26 to discuss status of 43 Baker Road; emails to J. Simpson re: same and registration on title for various properties; conference call with J. Krieger re: various issues including Trigger receivership proceedings; 43 Baker Road property; letters on A. and D. Kelly and approach to take in connection with same.
Oct 25, 2020	X. Yan	0.40	Discussed with Roger J. re APS, court report and related matters.
Oct 26, 2020	K. Hughes	0.50	Conducted MPAC searches to obtain the assessed value reports for 42 Baker Road, Port Elgin and 265 Old Post Road, Waterloo.
Oct 26, 2020	R. Jaipargas	1.30	Conference call with S. Breenan and X. Yan re: pending transaction for 43 Baker Road and next steps regarding same; reporting email to J. Krieger re: outcome of call with S. Brennan; engaged on drafting email to C. Melville in connection with letters regarding Darren and Andrew Kelly; emails to and from J. Krieger re: same; email to and from C. Melville re: same.
Oct 26, 2020	G. Wang	0.40	Emails from R. Jaipargas re agreement of purchase and sale; email from X. Yan re MCAP assessment value; emails with K. Hughes re same telephone call with X. Yan re purchase agreement and timing.
Oct 26, 2020	X. Yan	0.40	Call with S. Brennan and Roger J. re APS for 43 Baker, Port Elgin.
Oct 27, 2020	A. Gasparini	0.10	Email J. Simpson re service list.

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Oct 27, 2020	R. Jaipargas	0.70	Engaged on review of email from X. Yan re: MPAC searches for each of 40 Baker and 265 Old Post Road; email to J. Wiebe re: same; telephone attendance with X. Yan re: same and next steps in connection with 40 Baker property; emails to and from J. Simpson and B. Blay re: retention of Cohen Highly as counsel for J. Gdak; emails to and from B. Blay re: same; emails to and from J. Squire re: issue of BMO accounts being frozen and access issues for same to living expenses for Mr. Gdak.
Oct 28, 2020	A. Gasparini	0.20	Update service list and email Jon and Jake.
Oct 28, 2020	R. Jaipargas	2.30	Emails to and from J. Squire re: landlord access to the premises for internet reconnection; emails to and from J. Wiebe re: same; various emails to and from J. Squire in connection with pending sale of certain real property and status of inquires in connection with same; emails to and from J. Squire in connection with BMO Mareva matters and M. Gdak access to accounts for living expenses; emails to and from J. Wiebe re: same; conference call with J. Wiebe re: instructions on same; preparing email to J. Squire in connection with position of Receiver on Mareva aspects of order and status of BMO account and an accounting required in connection with same; emails to and from B. Blay on adding Cohen Highly to the service list; emails to and from J. Wiebe in connection with opinion on 43 Baker Road; engaged on review of same; emails to and from J. Wiebe and X. Yan re: next steps in connection with Baker Road property and call require to discuss same; emails to J. Simpson in connection with update on status of receivership and Mareva and BMO accounts matter.
Oct 28, 2020	X. Yan	0.30	Reviewed status updates and considered relevant issues for 43 Baker.

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Oct 29, 2020	R. Jaipargas	2.00	Conference call with J. Wieb and X. Yan re: Baker Road Property and next steps on pending transaction; emails to and from J. Wieb on Clearflow sending letters to Factord Accounts receivables; review draft notification letter re: same; telephone attendance with X. Yan re: ultimate call with counsel to the purchaser for the Baker Road Property; email from S. Brennan re: same; email from X. Yan on Amendment to APS on 43 Baker Road; review and revisions to same; email to X. Yan re: same.
Oct 29, 2020	X. Yan	1.60	Call with client re next steps and call with buyer's counsel at 43 Baker; drafted amendment and reviewed comment; email to S Brennan re APS amendment and related matter.
Oct 30, 2020	A. Gasparini	0.20	Email J. Purres re Notice of Appearance.
Oct 30, 2020	R. Jaipargas	0.70	Telephone attendance with X. Yan re: status of discussions with counsel for the purchasers of 43 Baker and next steps in connection with same; telephone attendance with B. Blay re: status of retainer with J. Gdak and Motion to be brought for retainer of Cohen Highly; conference call with J. Wiebe re: invoice for shipments of additional weapons to be cleared at Pearson and status of outcome of call with B. Blay.
Oct 30, 2020	X. Yan	0.40	Dealing with execution of APS amendment.

TO OUR FEES $ 41,042.00

FEE SUMMARY

Timekeeper	Hours	Avg. Rate/Hr.	Amount
A. Gasparini	1.30	$ 220.00	$ 286.00
K. Hughes	0.50	335.00	167.50
R. Jaipargas	42.50	875.00	37,187.50
G. Wang	1.60	300.00	480.00

Borden Ladner Gervais

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X. Yan	4.60	635.00	2,921.00
	50.50		$ 41,042.00

DISBURSEMENTS:

Taxable	G=GST; Q=QST; H=HST; P=PST		
Other Report	$20.00	H	
Total Taxable Disbursements	20.00		
Total Disbursements			20.00
Total Fees and Disbursements			41,062.00
HST on Fees and Taxable Disbursements			5,338.06
TOTAL THIS INVOICE			**$ 46,400.06**

Borden Ladner Gervais

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Grant Thornton LLP
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Toronto, ON M5H 3T4

November 11, 2020
Invoice # 697903729
RJ/RJ

Re: Trigger Wholesale — File No: 547730/000032

REMITTANCE COPY

Fees	$ 41,042.00
Disbursements	20.00
HST on Fees and Taxable Disbursements	5,338.06
Total this Invoice	**$ 46,400.06**

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 20th day of November, 2020.

A Commissioner for Taking Affidavits

EXHIBIT "B"
Summary of Fees and Disbursements of Borden Ladner Gervais LLP
for the period from October 9, 2020 to October 30, 2020

Name of Professional	Total Hours Billed	Avg. Hourly Rate ($/Hr) 2018/2019	Total Amount Billed
A. Gasparini	1.30	$220.00	$286.00
K. Hughes	0.50	$335.00	$167.50
R. Jaipargas	42.50	$875.00	$37,187.50
G. Wang	1.60	$300.00	$480.00
X. Yan	4.60	$635.00	$2,921.00
Total Hours/Average Rate/Total Fees	**50.50**	**$473.00**	**$41,042.00**
Total Disbursements			**$20.00**
Total Fees and Disbursements excluding Tax			**$41,062.00**
Taxes (GST/HST)			**$5,338.06**
Total Fees and Disbursements including Tax			**$46,400.06**

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

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

AFFIDAVIT OF CHRISTINE MASON
(Returnable December 1st, 2020)

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
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Mahnaz Shariati – LSO No. 80262P
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Email: mshariati@blg.com

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

Confidential Appendix 1

(Subject to the request for a sealing order)

Confidential Appendix 2

(Subject to the request for a sealing order)

Confidential Appendix 3

(Subject to the request for a sealing order)

Confidential Appendix 4

(Subject to the request for a sealing order)

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

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**

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
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(LSO No. 80262P)

Lawyers for Grant Thornton Limited

Tab 3

Court File No. CV-20–00649154–00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 1st
	)	
MADAM JUSTICE DIETRICH	)	DAY OF DECEMBER, 2020

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 (“**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.

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

2. Chattels

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

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

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

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

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

(unaffected by the Vesting Order)

1. Application to Annex Restrictive Covenant registered on 1968/07/23 as Instrument Number R62863Z.

2. Any registered restrictions or covenants that run with the land providing that such are complied with.

3. Any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility.

4. Any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties.

5. Any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property.

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

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
(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.

Tab 4

~~Revised: January 21, 2014~~

Court File No. ~~———~~ CV-20–00649154–00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ~~———~~	)	~~WEEKDAY~~ TUESDAY, THE ~~#~~1st
	)	
MADAM JUSTICE ~~———~~DIETRICH	)	DAY OF ~~MONTH~~DECEMBER, ~~20YR~~2020

B E T W E E N:

~~**PLAINTIFF**~~

~~Plaintiff~~

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

- and ~~—~~-

~~**DEFENDANT**~~

~~Defendant~~

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

Respondents

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 ~~[RECEIVER'S NAME]~~Grant Thornton Limited (“**GTL**”) in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of ~~[DEBTOR] (the "Debtor")~~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 ~~an~~ 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 ~~[NAME OF PURCHASER] (the "Purchaser") dated [DATE]~~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 ~~Report~~first report of the Receiver dated ~~[DATE]~~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 ~~Purchaser the Debtor~~Purchasers, Jaimee Lynn Gdak's right, title and interest in and to the ~~assets described in the Sale Agreement (the "~~Purchased ~~Assets")~~Property, was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by Zoom videoconference due to the COVID-19 pandemic.

ON READING the First Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~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 ~~[NAME]~~Mariela Adriana Gasparini sworn ~~[DATE]~~November 23, 2020, filed~~[1]~~:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,~~[2]~~ and the execution of the Sale Agreement by the Receiver~~[3]~~ 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 ~~Assets~~Property to the ~~Purchaser~~Purchasers.

~~[1] This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

~~[2] In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

~~[3] In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the ~~Purchaser~~Purchasers substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of ~~the Debtor~~Jaimee Lynn Gdak's right, title and interest in and to the Purchased ~~Assets~~Property described in the Sale Agreement ~~[~~and listed on Schedule B hereto~~][4]~~, shall vest absolutely in the ~~Purchaser~~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**"~~[5]~~) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Gilmore dated ~~[DATE]~~October 13, 2020; (ii) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated October 22, 2020; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (~~iii~~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 ~~Assets~~Property are hereby expunged and discharged as against the Purchased ~~Assets~~Property.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for ~~the [Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver][~~Land Titles Division of ~~{LOCATION}~~Bruce of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*~~][6]~~, the Land Registrar is hereby directed to enter the ~~Purchaser~~Purchasers as the owner of the subject real property identified in Schedule B

~~[4] To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

~~[5] The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

~~[6] Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

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[7] from the sale of the Purchased ~~Assets~~Property shall stand in the place and stead of the Purchased ~~Assets~~Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased ~~Assets~~Property with the same priority as they had with respect to the Purchased ~~Assets~~Property immediately prior to the sale[8], as if the Purchased ~~Assets~~Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

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

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the ~~Debtor~~Debtors or

[7] ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

[8] ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

Jaimee Lynn Gdak and any bankruptcy order issued pursuant to any such applications; and

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

the vesting of the Purchased ~~Assets~~Property in the ~~Purchaser~~Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~Debtors or Jaimee Lynn Gdak and shall not be void or voidable by creditors of the ~~Debtor~~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. ~~8.~~ **THIS COURT ORDERS** ~~AND DECLARES~~ 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 ~~is exempt from the application of the *Bulk Sales Act* (Ontario)~~.

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

____

~~Revised: January 21, 2014~~

Schedule A – Form of Receiver's Certificate

Court File No. __________

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

~~**PLAINTIFF**~~

~~Plaintiff~~

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

- and ~~-~~ -

~~**DEFENDANT**~~

~~Defendant~~

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

Respondents

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 ~~[NAME OF JUDGE]~~Madam Justice Gilmore of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated ~~[DATE OF ORDER], [NAME OF RECEIVER]~~October 13, 2020, Grant Thornton Limited ("**GTL**") was appointed as the interim receiver (the "~~Receiver~~**IR**") of the undertaking, property and assets of ~~[DEBTOR] (~~Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "~~Debtor~~**Debtors**").

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

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

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

THE RECEIVER CERTIFIES the following:

1. The ~~Purchaser has~~Purchasers have paid and the Receiver has received the Purchase Price for the Purchased ~~Assets~~Property payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in section ~~●~~3 of the ~~Sale Agreement~~November 6 Amendment have been satisfied or waived by the Receiver~~ and the Purchaser~~; and

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at ________ [TIME] on _______ [DATE].

~~[NAME OF RECEIVER]~~GRANT THORNTON LIMITED, in its capacity as Receiver of the undertaking, property and assets of ~~[DEBTOR],~~the Debtors and certain other real property and not in its personal capacity

Per: ________________________________

Name:

Title:

Schedule B – Purchased ~~Assets~~Property

1. Real Property

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

2. Chattels

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

- TV wall bracket in family room;
- Fire extinguisher;

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

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

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

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

(unaffected by the Vesting Order)

1. Application to Annex Restrictive Covenant registered on 1968/07/23 as Instrument Number R62863Z.

2. Any registered restrictions or covenants that run with the land providing that such are complied with.

3. Any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility.

4. Any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties.

5. Any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property.

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

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

(Returnable December 1, 2020)

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

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and-

TRIGGER WHOLESALE, INC. et al.
Respondents

ONTARIO
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PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD
(Returnable December 1, 2020)

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