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

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

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

Respondents

RESPONDING MOTION RECORD

(VOLUME 1 OF 5)

July 14, 2017

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AFFIDAVIT OF DEAN SALEM

I, Dean Salem, of the County of Campbell, in the State of Tennessee in the United States of America, MAKE OATH AND SAY:

1. I am the principal of Norris Technologies, LLC ("**Norris**"), a creditor of the Respondent, 1299746 Ontario Inc. o/a Compuquest2000 ("**Compuquest**"), and its principals, Gary Bodimeade and Aimee Bodimeade. Together with Norris, I am the personal Applicant in the application bearing court file number CV-17-11698-00CL (formerly CV16-555283) and therefore have knowledge of the matters hereinafter deposed. To the extent that I refer to any information that is not within my personal knowledge, I have stated the source of the information and verily believe such information to be true.

The Parties and Players

2. I am an individual ordinarily resident in the County of Campbell, in the State of Tennessee in the United States of America. I am the principal of Norris.

3. Norris is a corporation incorporated pursuant to the laws of the State of Tennessee. Norris carries on as an asset management company specializing in redeployment, remarketing and retirement of personal computers, laptops and workstations.

4. Compuquest, is a corporation incorporated pursuant to the laws of the Province of Ontario. Compuquest carried on business as a purchaser and reseller of off-lease electronic and computer equipment until it was petitioned into bankruptcy on May 25, 2016.

5. Gary Bodimeade ("**Mr. Bodimeade**"), is an individual ordinarily resident in the City of Whitby, in the Province of Ontario. At all material times, Mr. Bodimeade was a principal of Compuquest and a 50% shareholder of Compuquest.. Mr. Bodimeade was petitioned into bankruptcy on the same day as Compuquest, May 25, 2016.

6. Aimee Bodimeade ("**Mrs. Bodimeade**"), is an individual ordinarily resident in the City of Whitby, in the Province of Ontario. Mrs. Bodimeade is Mr. Bodimeade's wife, however they are separated. Mrs. Bodimeade was a principal of Compuquest and a 50% shareholder in Compuquest.

Off-Lease Resale and Refurbishment Business

7. I met Mr. Bodimeade in 2003 through business contacts as we are both in the off-lease computer equipment resale and refurbishment business. There are not a lot of large players in this market and almost all of them source their product from large computer manufacturers (HP, Dell etc.) that have leasing divisions. When computer equipment comes off-lease from companies, such as accounting firms, design firms, etc., the manufacturer sells the equipment to a resale and refurbishment business, such as Norris, or Compuquest, who, in turn, resells the refurbished equipment to an end user. It is a high volume, low margin business. The key to success in the industry is turning orders over quickly and minimizing overhead, particularly shipping and freight costs.

8. Some of the players in the industry, such as Norris, are able to secure a significant share of a manufacturers' off-lease equipment. These large players sell directly to end users, but also sell to smaller resellers that receive less inventory from the manufacturer, such as Compuquest,

who in turn sell to end users. While sales to smaller resellers is not as profitable for Norris as selling directly to end users (because the small resellers take part of the margin), it is sometimes necessary if Norris does not have an end user customer for the product. Computer equipment declines in value fairly quickly as the units become obsolete, so moving product is of paramount importance. Moving product quickly also keeps the manufacturers happy since it reduces their risk by reducing their off-lease inventory.

General Purchase Structure

9. On the majority of transactions, Norris would drop ship from their vendor, such as HP or Dell, directly to Compuquest or other reseller customers or end users. Drop shipping is where a party moves goods from a manufacturer directly to a retailer or end user without going through the usual distribution channels. This was done to save money on freight since most transactions are done on very low profit margin. Compuquest, or whoever was receiving the product, would normally arrange freight through their own freight forwarding companies. Freight forwarding companies are typically regional and therefore offer the best rates and terms to companies in their home region, thus Compuquest used freight forwarding companies in the Toronto area.

10. The Bills of Lading generated for these shipments to end users were written as "Blind Shipments". The term "Blind Shipment" is when one or more parties to a shipment don't know the identity of the shipper, receiver, or both. In other words, they are in "the Blind". In order to ship blind, the shipment must be prepaid and Blind Shipment service requested prior to the freight pickup. Blind Shipments are used to protect confidential client information, ie – a wholesale company does not want to give their customer information to their vendor and risk being cut out of a transaction.

11. Compuquest also occasionally made purchases from Norris' inventory.

Vendor Specific Structure

HP US

12. With respect to HP US shipments, products are purchased in lots separated by machine type (NB=notebook computer, DT or DKT=desktop computer, WS=workstation computer,

AIO=all in one computer, etc). HP would send a confirmation of the order. When the order is ready, Norris would wire for the product and send HP a wire confirmation and a blind ship Bill of Lading. The blind ship Bill of Lading would also be sent to Compuquest and/or their freight forwarder.

Dell US

13. With respect to Dell US Shipments, products are also purchased in lots separated by machine type (with the same notations). Dell would send a confirmation of the order. When the order is ready, Norris would wire for the product and send Dell a wire confirmation. Compuquest would be notified by Norris that the shipment was ready. Compuquest would generate a blind ship Bill of Lading and send to an Norris rep who would send to Dell so Compuquest could pick up the product.

Dell Canada

14. With respect to Dell Canada, products are purchased in lots separated by machine type (with the same notations). Dell would send a confirmation of the order. When the order is ready, Norris would wire for the product and send Dell a wire confirmation. Compuquest would be notified by Norris that the shipment was ready. Compuquest usually sent their in-house truck to pick up the product as Dell Canada was close to the Compuquest office.

Compass / Impulse / Sycamore / Esco

15. When the orders from these vendors were ready for pickup, Norris would send payment and notify Compuquest the product was ready for pickup. Compuquest arranged their own freight for these pickups.

HP Mexico

16. For a period of time, Norris used an agent in Mexico (known as a "Maquila") to perform these transactions. All purchases in Mexico require payment of the government's value-add tax. A Mexican business entity must pay this tax. A Maquila acts as an agent for US companies to purchase in Mexico and pay the tax. In late 2015, Norris opened a Mexican branch as it is

cheaper than using a Maquila to pay the tax. Early transactions were performed by a Maquila (Compax) acting on Norris' behalf. Later transactions were performed by Norris' branch in Mexico.

The Revolving Line of Credit

17. Compuquest started purchasing product from Norris in 2003. Norris and I also made transaction loans to Compuquest whereby Compuquest would borrow money from Norris for a purchase, then repay the loan when the product on that purchase was sold. Transaction loans were usually repaid within 2 weeks.

18. In January 2011, Norris and I agreed to provide a revolving line of credit to Compuquest in cash and equipment in an amount up to $1,500,000 (the "**RLOC**"). In return for providing the RLOC, Mr. Bodimeade agreed to be personally responsible for the debt, and also to guarantee the debt and that he and Mrs. Bodimeade's personal assets would act as security for the RLOC.

19. At the time the revolving line of credit was granted in January 2011, Mr. Bodimeade and Mrs. Bodimeade were happily married, both principals of Compuquest and the business appeared to be doing very well. Having conducted business with Compuquest and Mr. Bodimeade for approximately ten years at this point, I trusted Mr. Bodimeade and did not proceed with formalizing the RLOC into a written agreement at the time.

20. In July 2015, I started developing concerns regarding Norris and my position. I understood from Mr. Bodimeade that his marriage with Mrs. Bodimeade was failing. Mrs. Bodimeade was having an affair with her 23-year-old horse farm employee. In September 2015, Mrs. Bodimeade decided she wanted a divorce. As the principal asset securing the RLOC was their residence at 7472 Ashburn Rd. Whitby, Ontario, L1M 2E8 (the "**Property**"), which Mr. Bodimeade advised was held solely in Mrs. Bodimeade's name, I no longer felt comfortable having significant credit extended without distilling our 2011 agreement into writing and registering a mortgage on title to the Property. Attached hereto and marked as **Exhibit "A"** is a copy of the parcel registry for the Property.

21. In late December 2015, Mr. Bodimeade traveled to Tennessee to meet me and discuss the situation. On December 31, 2015, as a result of our discussions, Mr. Bodimeade and I (on behalf of myself and Norris) executed an RLOC agreement, with Reid Troutman, a notary public in Campbell County Tennessee, acting as notary public ("**Mr. Bodimeade's RLOC Agreement**"). The purpose of Mr. Bodimeade's RLOC Agreement was to distill the terms of our 2011 agreement into writing, including the collateral previously pledged as security, and in consideration for the continued extension of credit under the RLOC. The only way I could continue to stay in business with Compuquest was to get Mr. Bodimeade's RLOC Agreement signed and get the security registered. Once Mr. Bodimeade's RLOC Agreement was executed, I felt comfortable enough to continue to supply product and carry on business in the ordinary course. In fact, I continued to supply product and receive payment on account of product, in the same manner that we had been doing for years, up until March 2016. Attached hereto and marked as **Exhibit "B"** is a copy of Mr. Bodimeade's RLOC Agreement.

22. The key provisions of Mr. Bodimeade's RLOC Agreement were as follows:

(a) Pursuant to the Agreement, Mr. Bodimeade and Compuquest agreed, as principal debtors, to pay Norris and myself, all outstanding balances on the revolving line of credit, payable on demand no later than December 31, 2016. Mr. Bodimeade and Compuquest further agreed to secure their obligation to pay the revolving line of credit with any and all equity available in certain personal property and real property as detailed in Mr. Bodimeade's RLOC Agreement, including the Property;

(b) Mr. Bodimeade, Compuquest, myself and Norris acknowledge that the RLOC was originally established in January 2011;

(c) Mr. Bodimeade certified that all assets identified were part of his marital estate and that he is a 50% owner of all said assets;

(d) Mr. Bodimeade and Compuquest agreed to, at their expense, legally formalize, in Canada, Norris and myself in the 2nd secured position on all properties and assets;

(e) Among the properties listed in Mr. Bodimeade's RLOC Agreement over which Mr. Bodimeade agreed to grant security was the Property;

(f) Mr. Bodimeade and Compuquest guaranteed the RLOC personally and with all business inventory and assets owned by Compuquest;

23. On January 5, 2016, I sent Mrs. Bodimeade an email which stated:

> Aimee,
>
> I apologize for having to introduce myself in this manner, however, I am forced due to circumstance. I am not sure what you know of my relationship with Gary and Compuquest 2000 (C2K), so, at the risk of redundancy, I will give you some background. I have worked with Gary and C2K for 15+ years. My company, Norris Technologies, LLC, has been a supplier for C2K for most of those years. In 2010, I also began personally financing transaction for C2K at Gary's request. As you may or may not be aware, in December 2013 and January 2014, C2K faced a major tax issue and expulsion from HP which, had I not stepped in, would have bankrupted the company- everything would have been lost. For the last 2 years, I have worked closely and diligently with Gary to rebuild C2K.
>
> Most of what Gary and I have accomplished has been on our relationship and our word. However, with the personal turmoil your family is experiencing, I can no longer rely on Gary's word, particularly in light of the fact that you are half owner in C2K and the marital assets Gary has always offered as security for our financial arrangements. With those personal assurances in jeopardy, it is necessary to formalize our line of credit to secure my investments in C2K. The purpose of Gary's visit to TN [Tennessee] was to execute a formal legal agreement to protect my position (see attached).

> Due to your position with C2K and your ownership in the marital assets, I will need for you to also execute a formal legal agreement to protect my position and keep the line of credit and the HP product flow open. My goal is to keep C2K's business operating, protect my investment and not become embroiled in any disagreement in your family. I have also attached a formal legal agreement in your name, identical to the agreement Gary executed. Please review the document and reply with any questions or concerns. We will need to execute the agreement before the end of the month. I am looking at visiting the week of the 18th, or you are certainly welcome to come to TN- please confirm this timeline works for you…

Attached hereto and marked as **Exhibit "C"** is a copy of my January 5, 2016 email to Mrs. Bodimeade.

24. On January 11, 19 and 29 2016, I followed up with Mrs. Bodimeade, having not received a response to my January 5, 2016 email. Attached hereto and marked as **Exhibit "D"** is a copy of my January 11 and 19, and 29 2016 emails.

25. On February 3, 2016, having not heard back from Mrs. Bodimeade or her counsel, I emailed Mrs. Bodimeade and copied her counsel. In the email, I stated:

> …I require a very reasonable level of security to keep our line of credit and vendor relationship with Compuquest 2000 open…with a contested divorce in the process, I do not care to be caught in the middle with no security… I have already sold Compuquest's orders for Feb to date ($630,000 in revenue) to other customers. I will not do business with Compuquest until the line is paid off- currently $857,927.40…

Attached hereto and marked as **Exhibit "E"** is a copy of the complete February 3, 2016 email chain.

26. I have no knowledge of the contents of the discussion at the mediation that took place between Mr. Bodimeade and Mrs. Bodimeade on February 11, 2016, as detailed at paragraph 8

of Mrs. Bodimeade's affidavit. These negotiations, as I understand them now, were in relation to the matrimonial breakdown between Mr. Bodimeade and Mrs. Bodimeade, and dealt with the larger issue of their collective assets and liabilities. As I was not a party to these discussions, and did not agree to their terms, I do not consider myself or Norris to be bound by them.

27. At paragraphs 10 through 14 of her affidavit, Mrs. Bodimeade details discussions she had with Mr. Bodimeade whereby they negotiated the allocation of risk under the RLOC as between them. I was not party to these negotiations. I believe that whatever agreement was struck between Mr. Bodimeade and Mrs. Bodimeade regarding their respective assets and liabilities is an issue between them, in the matrimonial proceeding.

28. My only concern during this time was obtaining an executed copy of the RLOC agreement and that the terms of such executed copy of the RLOC agreement would be binding on the parties. Since both Mr. Bodimeade and Mrs. Bodimeade were agreeing to the registration of the mortgage to cover off the RLOC, the only real concern I had was obtaining registration of the mortgage.

29. On March 3, 2016, I received two emails. The first email was an email from Mr. Bodimeade forwarding me a letter from Mrs. Bodimeade's counsel addressed to Mr. Bodimeade's matrimonial counsel. The letter referred to a promissory note and an interim separation agreement and stated that Mrs. Bodimeade wished to make a number of changes to both documents, which I can only assume arose as part of the discussions between her and Mr. Bodimeade. The promissory note referenced in the letter appears to refer to the RLOC agreement. The letter addresses the following points regarding the promissory note:

(a) The Promissory Note states that the proceeds of sale of the assets will be paid to the line of credit. This is not the agreement between the parties. They have agreed that the proceeds of sale of the King Aire RV will be shared equally between the two of them. Aimee will not agree to the sale of the King Aire if the proceeds are not divided between them equally.

(b) The Promissory Note limited the collateral of the home to one million dollars but does not specify that this is from Gary's share of the home, and that Aimee's share of the home will not be used as collateral.

(c) Aimee's liability under the Promissory Note shall be limited to the assets specifically listed as collateral in the Promissory Note, and the inventory and assets of Compuquest 2000.

Attached hereto and marked as **Exhibit "F"** is a copy of the March 3, 2016 letter from Andrea Robertson to Gary Stern.

30. With respect to the first point, I was not involved in any discussions whatsoever regarding the proceeds of the sale of assets. These discussions were held between Mr. and Mrs. Bodimeade, and I was neither a party to these discussions, nor bound by them.

31. With respect to the second point, Mrs. Bodimeade is correct that the collateral against the Property is limited to one million dollars (even though the RLOC is $1.5 million). While Mr. Bodimeade and Mrs. Bodimeade may have agreed between themselves that the mortgage against the Property be as against Gary's share of the Property, and not Aimee's share of the Property, I was not party to those discussions, am not bound by those discussions, did not agree to those terms, and the RLOC agreement that was signed by Mrs. Bodimeade does not indicate that to be the case. If Mrs. Bodimeade had a side agreement with Mr. Bodimeade, I can only assume that it was part of the matrimonial proceedings as I had no notice of or involvement in negotiating their agreement.

32. In fact, Mrs. Bodimeade, together with her counsel, made whatever modifications they felt necessary to the RLOC agreement and return a copy to me. Despite four changes being made to the RLOC agreement by Mrs. Bodimeade and her counsel, no change was made to limit the mortgage against the Property to half Mr. Bodimeade's interest.

33. With respect to the third point raised in Mrs. Bodimeade's counsel's correspondence, which purported to limit Aimee's liability, changes were made to the RLOC agreement executed by Mrs. Bodimeade to reflect this change. The fact that the RLOC agreement was amended to

reflect this change, but not amended to reflect the change in the second point confirms my view that the agreement regarding the second point was as between Mr. Bodimeade and Mrs. Bodimeade in the matrimonial proceeding.

34. The second email I received on March 3, 2016, was an email from Mr. Bodimeade forwarding me a copy of the RLOC agreement dated December 31, 2015, amended and executed by Mrs. Bodimeade. Mrs. Bodimeade's counsel, Andrea Robertson, acted as commissioner to witness Mrs. Bodimeade's execution, in consideration for the continued provision of the RLOC, wherein she agreed to pledge collateral as security for the RLOC ("**Mrs. Bodimeade's RLOC Agreement**"). Attached hereto and marked as **Exhibit "G"** is a copy of Mrs. Bodimeade's RLOC Agreement dated and executed by me (on behalf of myself and Norris) on December 31, 2015 and amended and executed by Mrs. Bodimeade March 3, 2016.

35. The key provisions of Mrs. Bodimeade's RLOC Agreement were as follows:

(a) Pursuant to the Agreement, Mrs. Bodimeade and Compuquest agreed, as principal debtors, to pay Norris and myself, all outstanding balances on the revolving line of credit, payable on demand no later than December 31, 2016. Mrs. Bodimeade and Compuquest further agreed to secure their obligation to pay the revolving line of credit with any and all equity available in certain personal property and real property owned by Mrs. Bodimeade and Compuquest, as detailed in Mrs. Bodimeade's RLOC Agreement;

(b) Mrs. Bodimeade, Compuquest, myself and Norris acknowledge that the RLOC was originally established in January 2011;

(c) Mrs. Bodimeade certified that all assets identified were part of her marital estate and that she is a 50% owner of all said assets;

(d) Mrs. Bodimeade and Compuquest agreed to, at their expense, legally formalize, in Canada, Norris and myself in the 2nd secured position on all properties and assets.

(e) Among the properties listed in Mrs. Bodimeade's RLOC Agreement over which Mrs. Bodimeade agreed to grant security was the Property;

(f) Mrs. Bodimeade and Compuquest guaranteed the RLOC with all business inventory and assets owned by Compuquest.

36. Significantly, Mrs. Bodimeade's RLOC Agreement was amended in four separate places, none of which had the effect of limiting the mortgage against the Property to be only as against Mr. Bodimeade's half interest. In fact, one amendment specifically changes the word "his" to "her" obligation to pay the RLOC with respect to any and all equity in a number of assets including the Property.

Attempts to Register the Mortgage and the Application Bearing Court File CV16-555283

37. On or about May 9, 2016, I sent Mr. Bodimeade the mortgage documents that needed to be executed by Mrs. Bodimeade in order to register the collateral mortgage contemplated by Mr. Bodimeade's RLOC Agreement and Mrs. Bodimeade's RLOC Agreement against the Property. I am advised by Mr. Bodimeade and verily believe that he provided the documents to Mrs. Bodimeade. Attached hereto and marked as **Exhibit "H"** is a copy of the email and documents attached thereto sent to Mr. Bodimeade and Mrs. Bodimeade.

38. On May 16, 2016, I received an email from Andrea Robertson, counsel for Ms. Bodimeade, asking for documentation demonstrating the outstanding amounts owing to Norris and myself up to April 28, 2016, the date Compuquest ceased operations. Attached hereto and marked as **Exhibit "I"** is a copy of the May 16, 2016 email from Andrea Robertson.

39. On May 17, 2016, I responded to Mrs. Robertson advising that Mr. Bodimeade had already provided Mrs. Bodimeade with the documents needed to register the collateral mortgage and advised that the total amount owing on the RLOC as at that date was $803,585.49US, and that no additional advances had been made. Attached hereto and marked as **Exhibit "J"** is a copy of the May 17, 2016 email.

40. Mrs. Robertson and Mrs. Bodimeade did not respond to my May 17, 2016 email and I subsequently commenced the application in the matter bearing Ontario Superior Court file number CV16-555283 to an order, among other things, permitting the registration of a mortgage against Mrs. Bodimeade's interest in the Property.

41. If Mrs. Bodimeade believed that she had simply agreed that a mortgage could be registered as against Mr. Bodimeade's half interest in the Property, there would be no reason for her to question the amount owing (which was within the cap contemplated in the RLOC), or refuse to execute the documents permitting the registration of the mortgage against the Property.

42. Compuquest and Mr. Bodimeade were both petitioned into bankruptcy on May 25, 2016. Attached hereto and marked as **Exhibit "K"** is a copy of the May 25, 2016 Bankruptcy orders.

43. Once Mr. Bodimeade and Compuquest had been petitioned into bankruptcy, I became concerned that Mrs. Bodimeade would suffer the same fate, or that Mrs. Bodimeade may convey, or refinance the Property despite our written agreement that Norris and I would be secured in 2nd position on the Property. As a result, I commenced the application bearing court file number CV16-555283, now CV-17-11698-00CL, in order to obtain the necessary court order to have my mortgage registered against Mrs. Bodimeade's interest in the Property. Attached hereto and marked as **Exhibit "L"** is a copy of the Amended Notice of Application.

44. Once the application was commenced, on June 30, 2016, I brought a motion to obtain a certificate of pending litigation that would prevent Mrs. Bodimeade from conveying or otherwise dealing with the Property. Attached hereto and marked as **Exhibit "M"** is a copy of the motion record and affidavit from the supplementary record. The bankruptcy was disclosed at the motion However the certificate of pending litigation was being sought in the application which only dealt with Mrs. Bodimeade's interest in the Property, so any impact on Mr. Bodimeade or the estate was limited. This was especially true since the trustee had a registration on title. An Order was obtained and a certificate of pending litigation was registered on title. Attached hereto and marked as **Exhibit "N"** is a copy of the Order.

45. On the return date of the application on August 9, 2016, Mrs. Bodimeade's counsel sought an adjournment. As I was concerned about the prospect of Mrs. Bodimeade going bankrupt before the next return date of the application, I asked the court for an Order permitting me to register a non-interest bearing mortgage against the Property until such time as the application could be decided, and a determination made on the entitlement and quantum of a mortgage to be registered against Mrs. Bodimeade's interest in the Property. The Honourable Justice Glustein granted the Order requested, and with knowledge of the bankruptcy proceedings,

ordered that a copy of the Order be sent to the trustee and receiver and that service of the application materials be made on the trustee and receiver on a go-forward basis. Attached hereto and marked as **Exhibit "O"** is a copy of the endorsement and Order of the Honourable Justice Glustein.

46. Ultimately, I was unable to register the mortgage permitted by the Order of the Honourable Justice Glustein on title to the Property as Mr. Bodimeade was required to sign as a spouse but was unable to do so due to the bankruptcy. Instead, the Order of the Honourable Justice Glustein itself was registered on title to the Property. Attached hereto and marked as **Exhibit "P"** is a copy of the parcel registry showing registration of the Order registered on title.

47. The receiver seems to be taking the position that I should have disclosed to the court that Mrs. Bodimeade did not grant me a mortgage over her interest in the Property. This runs completely counter to my view and position that, despite any agreements Mrs. Bodimeade may have had with Mr. Bodimeade in connection with the matrimonial proceeding, she did in fact grant a mortgage against her half interest in the Property.

48. The receiver itself seemed to share this view when it was convenient for a position CIBC was advancing regarding the appointment of an equitable receiver (also Grant Thornton) over the Property. In its third report, which was successfully relied upon by CIBC in support of its motion, the receiver stated at paragraph 80(d):

> Aimee appears to have mortgaged whatever equity she may have to Salem/Norris Technologies.

49. This statement from the receiver's third report was made after the receiver had knowledge of the emails from Mrs. Bodimeade and Mr. Bodimeade regarding the alleged terms upon which security was being granted against the Property pursuant to the RLOC agreements (see paragraph 45-50 of the receiver's second report). The changes in the receiver's position to support CIBC's motion and now its own is extremely concerning and cast doubt on the independence, impartiality and objectivity of the receiver.

50. In any event, I am not opposing the receiver's motion to clear the CPL and Order of Justice Glustein from title because the Property needs to be sold, and my only concern is ensuring that I am treated as a secured creditor of Compuquest, Mr. Bodimeade and Mrs. Bodimeade.

Proofs of Claim and Supporting Documentation

51. On July 18, 2016, I contacted Jan Oros of Grant Thornton which is acting as both receiver and trustee for Compuquest and Mr. Bodimeade. I requested that Mr. Oros, who is acting on the trustee engagement, send me a creditor's package for the proceedings. The next day, Mr. Oros emailed me the proofs of claim packages advising that they had previously been sent to Norris' address on file. Mr. Oros asked that I complete the forms, and provide a statement of the balance owing as well as the applicable outstanding invoices. On July 29, 2016, I emailed Mr. Oros copies of the completed proofs of claim and an accounting of the debt owing. Attached hereto and marked as **Exhibit "Q"** is a copy of the email thread.

52. On July 29, 2016, I received a response from Mr. Oros which stated in part:

> The claim you have submitted is incomplete and cannot be admitted until further details are provided. Your claim will need to be supported with more than just the excel spreadsheet which you provided. You will need to provide paperwork that supports the comment you made on the proof of claim that Gary personally guaranteed the debt with his marital assets and as well, we will need copies of all the advances you made and payments you received along with copies of all the invoices, shipping documents etc to show what you supplied/sold to Gary/Compuquest.

Attached hereto and marked as **Exhibit "R"** is a copy of the July 29, 2016 email from Mr. Oros.

53. The same day, I responded to Mr. Oros advising that since Grant Thornton was also acting on the receivership, it was in possession of all the documents requested. I then explained to Mr. Oros the difference between the two sheets on the excel spreadsheet as follows "Sheet 1

refers to funds that were advanced directly from Dean Salem's personal account. Sheet 2 refers to product shipped. Both are simple to account for in both Compuquest 2000's bank statements and accounting software. At your request, I will have my accounting department pull copies of invoices at their earliest convenience." Finally, I advised Mr. Oros that because we drop shipped product in the blind, the proofs of delivery were under Grant Thornton's control at Compuquest. However, I enclosed the proofs of delivery received from Mr. Bodimeade for the last 20 or so shipments which accounted for the outstanding balance. Attached hereto and marked as **Exhibit "S"** is a copy of the July 29, 2016 email to Mr. Oros.

54. Mr. Oros responded to me the same day advising that the onus was on me to provide a complete claim for his review. He noted that in Mr. Bodimeade's bankruptcy I was not noted as a creditor, and for Compuquest, I was only showing being owed $324,785. Mr. Oros closed by saying that he urged me "to prepare a complete and properly referenced claim that makes it easy for us to review and confirm that your claim is correct and accurate and valid, otherwise we will have no choice but to disallow your claim." Attached hereto and marked as **Exhibit "T"** is a copy of Mr. Oros' email.

55. On August 3, 2016, I emailed Mr. Oros advising:

> Attached you will find the Sales Orders for all the 2016 shipments to Compuquest 2000. I previously supplied the proofs of delivery for these SO's.
>
> In addition, a copy of the loan document you requested. These documents satisfy your request. Please confirm receipt and confirmation of our claim.

Attached hereto and marked as **Exhibit "U"** is a copy of my August 3, 2016 emails and the attachments.

56. On August 5, 2016, Mr. Oros responding to my email indicating, among other things, that he wanted me to organize the information in a certain manner that would make it easier to review and digest. He attached copies of documents I previously forwarded to him and marked them up

to indicate how he wanted me to organize the materials. One of the documents had a notation indicating that a portion of my claim was disallowed. I thought this was strange since Mr. Oros was asking me to re-organize and submit the information to prove the claims, but at the same time had made a notation that a portion of the claim was disallowed. It is unclear to me if Mr. Oros accidentally sent me a copy of the document with the handwriting indicating a portion of the claim would be disallowed, but I believe that to be the case as he made no comment about the notation in his email. Attached hereto and marked as **Exhibit "V"** is a copy of Mr. Oros August 5, 2016 email with the attached documents.

57. On August 10, 2016 I responded to Mr. Oros indicating that my accounting department was pulling the requested documentation but that it would take some time given the volume of his request. Attached hereto and marked as **Exhibit "W"** is a copy of my August 10, 2016 correspondence.

58. On August 16, 2016, my counsel emailed Mr. Oros as follows:

> I have reviewed your correspondence to my client and note that while you indicate that you will allow him to submit a more detail package of materials to establish his claim, you, or someone from your office has written on his documents "claim disallowed". Please confirm that you have not in fact disallowed his claim, and that you have not prejudged this claim. I am growing concerned about the detail and volume of the materials that you are requiring my client to produce to approve his claim. Was CIBC required to produce the same level of detail?

59. Mr. Oros responded to my counsel advising:

> We have not formally disallowed your clients claim at this time.
>
> We have taken the time to provide your client a clear explanation of the information required and a format to present it in to prove his claim and extended the courtesy of allowing him more time, thus far, to do so.

> That said, if further information is not received shortly, a formal disallowance will be issued by the Trustee and sent to your client.

Attached hereto and marked as **Exhibit "X"** is a copy of the August 16, 2016 email thread.

60. On August 26, 2016, I emailed Mr. Krieger at Grant Thornton who was handling the receivership. In my email to Mr. Krieger, I indicated:

> As part of the Compuquest 2000 bankruptcy proceeding, Norris Technologies has been asked to produce proofs of delivery (POD's). However, Compuquest 2000 arranged freight and received all POD's for all orders from Norris Technologies. I have contacted Compuquest 2000's freight forwarders to request the POD's, but they have been unresponsive.
>
> Grant Thornton, as acting receiver of Compuquest 2000, is in possession of the proofs of delivery. Mr. Chaminda Malwatta, Compuquest 2000's logistics coordinator, had all proofs of delivery in a file at his workstation. Thus, I believe you, as acting receiver, can produce the POD's more quickly than the freight forwarders. Please provide scanned copies of the POD's in PDF format.

Attached hereto and marked as **Exhibit "Y"** is a copy of the August 26, 2016 email.

61. The same day, I emailed Mr. Oros attaching an excel spreadsheet setting out the transactions with Compuquest that gave rise to the debt and included next to each transaction embedded PDF documents evidencing the transaction. I indicated to Mr. Oros that Compuquest arranged all freight and so I did not have copies of the proofs of delivery but had contacted the freight forwarders regarding obtaining them. I emailed Mr, Oros shortly thereafter advising him that I had also requested the proofs of delivery from Mr. Kreiger. Attached hereto and marked as **Exhibit "Z"** is a copy of my August 26, 2016 emails and the attached excel spreadsheet.

62. On October 6, 2016, after multiple follow-ups, my counsel received an email from Catherine Francis ("**Ms. Francis**"), counsel for the receiver (and trustees) indicating that there had been a communication mix up with her client. She advised as follows:

> Grant Thornton had proposed to respond to your client that they would look at available documents to assist him but that it was unlikely they would be found as the books and records of the company were not maintained for several months prior to the Receiver's appointment and documents were not properly filed.
>
> **Since then, however, the Receiver has spent some time reviewing the records and was unable to find the information to support your client's claim**. (emphasis added)

Attached hereto and marked as **Exhibit "AA"** is a copy of the October 6, 2016 email.

63. On November 24, 2016, the receiver delivered its second report. In its second report, at paragraph 55, the receiver states "the receiver strongly **suspects** that the debts allegedly owing by Compuquest, Bodimeade and Aimee to Norris and Salem are unfounded..". This despite the fact that I had submitted significant supporting documentation to establish the debts (which appears to be dismissed out of hand) to the trustee and receiver, and had requested from the receiver the freight documentation that was in Compuquest (and therefore the receiver's possession). As detailed above, the receiver indicated that it spent time reviewing the record and was unable to find the information. This information was in the possession of the receiver and was the very information that the trustee (also Grant Thornton) was demanding before it would consider accepting the proofs of claim. As will be detailed later in this affidavit, the information was in fact in the receiver's possession and it simply failed to locate it (or attempt to locate it), despite very clear requests and directions as to where to find it.

64. The receiver provides no concrete evidence to support its "suspicion" that the debts are unfounded. Instead, it relies on email correspondence which has been taken out of context and misconstrued. The receiver relies on an email from Mr. Bodimeade to me on April 25, 2016 in

support of the "suspicion" that Norris and my debts are unfounded. However, the receiver cherry-picks from the content of the email for its own purposes.

65. According to paragraph 54 of the receiver's second report, on April 25, 2016, Mr. Bodimeade emailed me indicating the following:

> "I have given you every penny I have received from the sales of any personal assets and will continue to do so…I will continue you (sic) to sell whatever I can and forward any equity to you to pay down the debt".

66. The receiver has unfairly cherry-picked and cobbled together snippets of this email in order to make me look as though I was conspiring with Mr. Bodimeade. The receiver's spin on the email is misleading and inaccurate. The email in its entirety states:

From: Gary Bodimeade
Sent: Monday, April 25, 2016 11:00 AM
To: Dean Salem (dean@norris1.com)

I have sent another email to Greg with regards to the new letter received last week and again asked for some reassurances about the nature of the letter. I will advise as soon as I hear something back.

I totally understand your concerns and fears with what has been happening over the last few months and would feel the exact same way. In the close to 3 years you have been saving my sorry ass and going above and beyond what any normal person would have done for me, we have had a relationship that has been up and down, I would like to think its been up more than down and with your continued help I know I can get it back on the rails. Even though it's going to be a huge uphill battle but it's one I know I can win.

I have been able to cut expenses substantially and will continue to cut wherever I can. For the first time in 10 years they are manageable and with what's happening personally those expenses should go down even more. I have cut all my staff other than 3 and am looking at another 1 or 2 if need be.

In the past 3 years we have moved a lot of product and gone from well over a million down to under $300k and the only way I can do that is by getting product and working to squeeze every penny of profit from each and every unit. Over the last 2 months we have only received 2 loads in total. Given the circumstances I totally understand why we have not been able to see product and would more than likely do the exact same thing to you that said the only way I can pay you back, as I have proven in the past in to continually move product and do what I do best. With only 2 loads received it's really hard to generate any profits. Our sales to date in April are $175k down from $1.2 YTD. I have given you every penny I have received from the sales of any personal assets and will continue to do so, unfortunately when I am relying on other people to come through for me it seems it never happens in a timely fashion. I tell you what these guys are telling me and ultimately makes me look bad even though I am only sharing the information they provide to me, I apologize for seeming like I am stringing you along but that's not the case at all. I will continue you to sell whatever I can and forward any equity to you to pay down the debt.

With what's going on with Aimee and the bank I would not blame you for wanting to bail and if you did I would have no ill feelings towards you at all. What you have done over the last 3 years for me is un-real and nobody would have ever done what you have done and for that I am forever in debited to you. I would never not pay you back every dime that is owed, if that means me selling the house then that's what I need to do but rest assured your debt is not and will never be in danger of not being paid back in full. I have asked my insurance agent to cash in my RRSP ($160k), I will be taxed huge but its another 90-125 k that can send to you as soon as I receive it. With the 2 trailers and the smaller RV and my RRSP I will be able to get over another approx. $260k or so.

I did finally dial in and it looks like TD held one of my deposits last week that made that check bounce, I have already left a message for John as to why they would hold a check from another TD account, once I get it figured out I will send over the wire and see if I can get a letter from them. I'm sorry once again. I can't seem to get anything right these days.

I have to deal with Amex as well, not sure what I am going to do but I will figure it out without your help, they are going to have to get in line I guess, that's all I can do at this point. That is another thing I relied on you for and should not have.

It's a sinking ship that I still believe can be saved with a lot of hard work and the continued support from you but again, I totally understand if you have had enough and will back you 100% on whatever you decide.

Either way, I am truly grateful for everything you have done for me and will never forget it ☺

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67. It is important to understand the context of this email. I was receiving this email, as Norris and I (as principal) were Compuquest's key supplier and therefore critical to its survival. If Norris stopped providing product to Compuquest, it would be game over. Mr. Bodimeade's assurances that he would pay every penny he could is no different from what any debtor would tell their key supplier to keep the business operating. Further, Mr. Bodimeade's references to my concerns and fears and the tightening product pipeline should assuage any concerns about my legitimacy as a creditor and the legitimacy of the debts (which is supported by hundreds of pages of supporting documentation.

68. It is also important to recognize that in order for the receiver to find the quoted snippet from the email reproduced above, the receiver would have had to sift through voluminous emails between Mr. Bodimeade, freight forwarding companies, Norris representative and I detailing the bidding, purchase and shipment of product between Norris and Compuquest. None of these important emails, which Norris has now produced as exhibits to this affidavit, and which support Norris and my position, were given any consideration by the receiver. Instead, the receiver simply cherry-picked and mischaracterized two phrases from a page long email.

69. The receiver also relies on an email from me to Mr. Bodimeade sent March 5, 2016, wherein Mr. Bodimeade confirms that he would be making certain payments (from accounts

receivables, an HST refund and the sale of assets) to Norris on account of the debt. The receiver relies on this email to demonstrate that I was aware I was receiving proceeds from the sale of Compuquest's assets.

70. The receiver fails to mention in its second report that on March 2, 2016, I received an email from Mr. Bodimeade with the subject line "**personal assets that are closed**" (emphasis original). The email then lists assets which Mr. Bodimeade that identified to me as being personally owned, which he was selling to pay outstanding amounts owing in order to continue receiving product from Norris. The email is reproduced below:

From: Gary Bodimeade <garyb@compuquest2000.com>
To: Dean Salem <dean@norris1.com>
Cc:
Date: Wed, 2 Mar 2016 13:35:44 -0500
Subject: personal assets that are closed

KING AIRE – SOLD AT $505 USD $245255 owed – Equity of $259744 USD

OPTIMUS – SOLD AT $135000 USD - $71167 owed – Equity of $63833

STACKER TRAILER SOLD AT $39500 USD - $0 owed – Equity of $39500

Working on the business ones now also

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

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Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

71. As a result, it was clear to the receiver that I was advised by Mr. Bodimeade that the assets being sold, and the funds provided came from personal sources, and not from Compuquest, yet this information did not make it into any of the receiver's reports.

72. It is unclear to me that basis on upon which the receiver concluded from these emails that the debts owing to Norris and I were unfounded (or even became suspicious that they were unfounded). What was clear to me was the fact that the receiver did not appear to be acting objectively, independently and fairly in conducting its investigation and that the trustee was simply relying on the receiver's position with respect to its assessment of Norris and my claim.

73. On November 30, 2016, my counsel emailed Ms. Francis an updated excel spreadsheet containing a running balance for sales and loans, including PDF documents embedded next to each transaction as evidence of each transaction. In his email, my counsel advised that I was able to get some freight forwarding documentation from the freight forwarders and renewed his request to have the receiver, which had control over Compuquest's books and records to locate the freight forwarding documents. My counsel advised that he understood the documents to be kept in the desk drawer of the employee responsible for shipping (I had spoken to Mr. Bodimeade who indicated the documents would be there). Attached hereto and marked as **Exhibit "BB"** is a copy of my counsel's email with the attached excel spreadsheets.

74. The same day, my counsel emailed Ms. Francis a diagram of Compuquest's office which I requested and received from Mr. Bodimeade. The email indicated that the freight forwarding/proof of delivery documents would have been in Chaminda Malwatta's desk and asked that the receiver review and forward any freight forwarding documentation. Attached hereto and marked as **Exhibit "CC"** is a copy of the email and diagram sent to the receiver's counsel.

75. Less than 30 minutes later, my counsel received an email from Ms. Francis enclosing an inventory of records found by the receiver on Compuquest's premises, including the location the documents were found. There were six boxes that had been found in Mr. Malwatta' office. Ms. Francis indicated that if I identified which boxes I wished to review, and undertook to pay $200 per hour for supervisory costs, plus copying costs, the receiver would make the documents

available for inspection. Attached hereto and marked as **Exhibit "DD"** is a copy of the email and attached inventory from the receiver's counsel.

76. On January 11, 2017, the receiver delivered its third report. In its third report, at paragraph 80(d), the receiver stated "Aimee appears to have mortgaged whatever equity she may have to Salem/Norris Technologies". Notwithstanding the fact that the receiver possessed all the materials it is relying on in support of this motion at the time of the preparation of the third report, the receiver has inexplicably changed its position.

77. On January 10, 2017, my counsel emailed Ms. Francis advising that I would like to attend and review documents from Mr. Malwatta's office in the receiver's possession sometime between January 17 and January 31, 2017. Attached hereto and marked as **Exhibit "EE"** is a copy of my counsel's January 10, 2017 email.

78. On January 13, 2017, having not received a response, my counsel followed up with Ms. Francis. Attached hereto and marked as **Exhibit "FF"** is a copy of the follow up email.

79. The same day, Ms. Francis advised that I could attend after January 18th, 2017. Attached hereto and marked as **Exhibit "GG"** is a copy of the January 18, 2017 email.

80. On January 19, 2017, my counsel emailed Ms. Francis advising that I would review the documents, with Mr. Malwatta on January 24, 2017. My counsel advised that I was reserving my rights to recover the costs of the attendance, since we had requested these documents from the receiver months before and were advised that they could not locate them.

81. On January 24, 2017, I attended at Grant Thornton's office and reviewed the boxes from Mr. Malwatta's office. As expected, the freight forwarding documents, which the receiver denied having in its possession, were located in the materials that had been in Mr. Malwatta's office. I requested that copies be made of the 231 pages of freight forwarding documents that were located during my review. In the course of my discussions with Mr. Oros, who was supervising my review, he advised me that he had still not received a copy of the excel spreadsheet with embedded documents that my counsel forward to Ms. Francis on November 30, 2017. Attached

hereto and marked as **Exhibit "HH"** is a copy of the 231 pages of freight forwarding documents located during my attendance at Grant Thornton.

82. Despite locating 231 pages of freight forwarding documents that evidence delivery of product sold by Norris to Compuquest, the receiver and trustee still have not changed their position.

83. On February 8, 2017, Ms. Francis delivered Grant Thornton's invoice for my attendance and indicated that the 231 pages of documents would be provided once payment was made. Attached hereto and marked as **Exhibit "II"** is a copy of the email with attached invoice.

84. Despite numerous attempts to pay the invoice the very next day and the proceeding weeks, the receiver delayed, and the freight forwarding documents were not received until approximately a month after my attendance.

85. On February 15, 2017, the receiver brought a motion, returnable February 21, 2017, for, among other things, an Order authorizing Grant Thornton as receiver and trustee to conduct an examination of a number of parties including myself and Norris. The receiver obtained the order it was seeking, however, it has never sought to examine me or Norris. Attached hereto and marked as **Exhibit "JJ"** is a copy of the notice of motion.

86. On February 24, 2017, Ms. Francis emailed my counsel advising that they were unable to find proof of delivery in the flagged documents (the ones I flagged from my attendance) for the delivery of products to Compuquest after 2015. Ms. Francis also indicated in her email that she wanted dates for a motion in March 2017 for a motion to discharge the registrations from title. Attached hereto and marked as **Exhibit "KK"** is a copy of Ms. Francis' email.

87. Ms. Francis' email was surprising to me because I had forwarded all the proofs of delivery documents for the last 20 or so shipments to Mr. Oros on July 29, 2016 (see paragraph 53 of my affidavit).

88. On February 24, 2017, my counsel responded advising, among other things that he was available for a motion returnable March 21, 23 or 28th but that he was out of the country between

March 30 and April 16, 2017. The same day, Ms. Francis advised that she would check with the court to determine if March 28, 2017 was available.

89. On February 28, 2017, having not heard anything, my counsel email Ms. Francis asking if she had contacted the court regarding the March 28th date and expressing concern that there was insufficient time to complete the necessary steps before the motion.

90. The same day Ms. Francis responded advising that she had not had the opportunity to contact the court because her clerk had been away but she shared my counsel's concerns that there would be insufficient time to complete the necessary steps before the return date. Ms. Francis also inquired about my counsel's availability the last two weeks of April. The same day my counsel responded suggested that Ms. Francis circle back regarding dates when her clerk had returned. He further advised that he had available dates the last two weeks in April, but reminded her that he was away between March 30 and April 16, 2017.

91. Six weeks later, on April 17, 2017, Ms. Francis emailed my counsel advising that she wished to proceed with scheduling a motion to discharge the CPL and Order from title to the Property and to dismiss my Application. Attached hereto and marked as **Exhibit "LL"** is a copy of Ms. Francis' April 17, 2017 email.

92. Ultimately, my counsel and Ms. Francis attended a 9:30 appointment on April 24, 2017, and the within matter was scheduled for July 17, 2017 for two hours. Attached hereto and marked as **Exhibit "MM"** is a copy of the Honourable Justice Newbould's endorsement.

93. On April 24, 2017, following the 9:30 appointment, Ms. Francis emailed my counsel requesting any additional documentation supporting the shipping of product in 2016 and inquiring about particulars (without specifying) Norris' relationship with Phase5, the new company Mr. Bodimeade is working for. Attached hereto and marked as **Exhibit "NN"** is a copy of Ms. Francis' email.

94. In response to Ms. Francis' questions, I went back and scoured Norris for any additional information that would assist in proving the shipping of product in 2016. As detailed throughout this affidavit and explained in detail above (in the general purchase structure and vendor

purchase structure sections) and below, neither I, nor Norris would ever take possession of the product, nor would we ever have any of the executed freight forwarding documentation in our possession. Shipping of all product was arranged, paid for and coordinated by Compuquest with transportation companies.

95. On June 3, 2017, Ms. Francis emailed my counsel asking for an update to her question and advising that the receiver had carefully compared the spreadsheet attached to the proofs of claim with the documents obtained from Compuquest's records for 2016 and were unable to find any meaningful correlation evidencing the shipment of product. Ms. Francis unilaterally imposed a deadline of June 6, 2017 to provide any additional documentation evidencing the shipment of product in 2016. Ms. Francis also advised for the first time that the receiver had entered into an agreement of purchase and sale to sell the Property, with a closing date in September 2017. Attached hereto and marked as **Exhibit "OO"** is a copy of the June 3, 2017 email.

96. On June 6, 2017, my counsel emailed Ms. Francis an excel spreadsheet for the 2016 transactions with embedded PDF documents which evidenced the shipping of product as requested. In his email, my counsel asked that Ms. Francis carefully review the attached PDFs and reconsider her position with respect to Norris and my claim. Attached hereto and marked as **Exhibit "PP"** is a copy of the June 6, 2017 email and the attached excel spreadsheet.

97. The same day, Ms. Francis emailed my counsel with a series of questions about the attached excel spreadsheet and the embedded PDFs. Attached hereto and marked as **Exhibit "QQ"** is a copy of Ms. Francis' email.

98. On June 7, 2017, I emailed my counsel answers to Ms. Francis' questions and my counsel forwarded the answers to Ms. Francis. Attached hereto and marked as **Exhibit "RR"** is a copy of my counsel's email to Ms. Francis with the attached documents.

99. On June 12, 2017, the receiver delivered a fourth report. The fourth report does not appear to have much relevance to the matters involving Norris and me. Attached hereto and marked as **Exhibit "SS"** is a copy of the fourth report.

100. On June 12, 2017, my counsel emailed Ms. Francis inquiring when the receiver's motion materials would be delivered. The same day, Ms. Francis responded indicating that her attention had been diverted to another matter and that she was finalizing her materials. She outlined the issues for the motion as she saw them, and requested that my counsel advise her when his materials would be ready. Attached hereto and marked as **Exhibit "TT"** is a copy of the June 12, 2017 email.

101. On June 19, 2017, the receiver delivered its motion record for the within motion.

102. On June 20, 2017, Ms. Bodimeade delivered her affidavit in support of the receiver's position vis a vis Norris and me.

103. On June 23, 2017, my counsel served Ms. Francis with amended proofs of claim, and supporting documentation. The amended proofs of claim were revised to reflect the debts as secured as opposed to unsecured. Attached hereto and marked as **Exhibit "UU"** is a copy of the amended proofs of claim (the excel spreadsheet and RLOC agreements attached are reproduced in other exhibits in this affidavit).

104. On June 27, 2017, my counsel served Ms. Francis with additional materials supporting Norris and my claim, and evidencing the debt. My counsel asked that these materials be included as part of the proofs of claim package. As the file size was too large to send by email, I am advised by my counsel and verily believe that he uploaded them to a file sharing program provided by Ms. Francis.

105. The documents provided to Ms. Francis on June 23 and June 27 have been organized to correspond to entries on updated excel spreadsheets which contain the embedded PDF supporting documentation previously provided. The documents include the purchase orders, sale orders, bills of lading, wire confirmations, and emails between the transport companies and Compuquest and I. The additional documents include further evidence supporting the transactions. As requested by the trustee, the excel spreadsheet includes an exhibit column on the left (running from 1-94) for each transaction and the excel spreadsheet appended to this affidavit has 1-94 subtabs, with each subtab containing documents evidencing each of the 94 transactions.

Attached hereto and marked as **Exhibit "VV"** is a copy of the updated excel spreadsheets and the embedded PDFs.

106. Following delivery of the amended proofs of claim and the supporting documentation, my counsel proposed dealing with the issue of the secured proofs of claim (which Ms. Francis indicated would be disallowed), without dealing with the issue of the quantum of any security.

107. On June 29, 2017, Ms. Francis emailed my counsel indicating the following:

> Rather than issuing formal disallowances, we are going to amend the Notice of Motion to seek declaratory relief related to your clients' secured claims. We will not be asking the court to quantify your clients' unsecured claims for the purposes of the motion being heard on July 17, 2017. For the purpose of the motion we are prepared to assume that Norris was an unsecured creditor of Compuquest as of December 31, 2015, with the quantification to be determined at some subsequent date if this becomes relevant. We will also not seek a determination of whether your client(s) are legitimate unsecured creditors of Gary Bodimeade by virtue of the December 31, 2015 RLOC Agreement. This will only become relevant in the event that there are funds available for distribution in Gary's estate.

Attached hereto and marked as **Exhibit "WW"** is a copy of Ms. Francis' June 9, 2017 email.

108. On July 6, 2017, Ms. Francis served my counsel with a sixth report of the receiver and a fresh as amended notice of motion, seeking additional relief at the return of the July 17, 2017 motion. Attached hereto and marked as **Exhibit "XX"** is a copy of the sixth report of the receiver and the fresh as amended notice of motion.

Receiver and Mrs. Bodimeade's Allegations of Misconduct against Norris and I

109. As detailed above under the Proofs of Claim and Supporting Documentation section of my affidavit, Norris and I have made every effort, regardless of the unreasonableness of the request, to satisfy the receiver of the legitimacy of our claims. Notwithstanding these efforts, the

receiver has dismissed out of hand all evidence we have provided. Since the receiver was appointed, it has failed to conduct a fair, balanced, and objective review of the evidence and investigation into Compuquest's affairs. It's reports are supported with words like "suspects" and "suspicion" when referring to our claims, which betrays the fact that its position is based on speculation, and innuendo rather than evidence.

110. I should expressly draw the court's attention to the fact that Mrs. Bodimeade was a principal and 50% shareholder of Compuquest, drew significant sums out of the company and diverted employees to work on her side projects. She is the only title holder to the Property, which consists of:

(a) An approximately 5,680 square foot two storey detached residential dwelling, excluding the basement;

(b) An approximately 3,196, square foot finished basement with dance studio, family room, gym, bedroom and three piece bathroom;

(c) An outdoor pool with pool house;

(d) An approximately 800 square foot heated and insulated SUV garage;

(e) An approximately 11,000 square foot equestrian barn complete with riding centre and stalls for 14 hours; and

(f) An approximately 2,400 square foot insulated hay/equipment barn.

111. According to the receiver, the vast majority of the Property was paid for with Compuquest's money. I understand that Mrs. Bodimeade leased and/or drove luxury vehicles on Compuquest's dime, bought horses costing as much as $50,000 and directed Compuquest's employees to do personal work for her benefit. The court should remember that while Mrs. Bodimeade is accusing Norris and I of improper conduct, we are simply creditors owed money, and she is, at minimum, a beneficiary of significant improper conduct who has lived a life in incredible luxury for the past 8 years.

112. The receiver and Mrs. Bodimeade have made many unfounded allegations against Norris and I. I respond to these allegations as follows:

(a) The receiver alleges that Norris' involvement in supplying Phase5 with product is evidence that it is somehow involved in improper conduct perpetrated by the company in which Mr. Bodimeade now an employee.

(i) As I understand it, Mr. Bodimeade is only an employee or Phase5, not an officer, director or shareholder.

(ii) In any event, Norris does business with Phase5 on a cash on delivery basis, so as to avoid another situation like the one with Compuquest. No credit has been extended to Phase5 and since Norris is dealing on a cash on delivery basis, there is little to no risk in these transactions. Further, since Compuquest's insolvency, I have to make up for the lost orders.

(iii) Mr. Bodimeade confirmed this on his examination but the receiver failed to include this information in its reports as well. (page 75, question 458)

(iv) I am advised by my counsel and verily believe that in response to a question he received from Catherine Francis, the receiver's counsel, to provide "particulars of Norris's relationship with CQ2K Computer Sales Inc. (Phase5 IT Solutions)", he advised Ms. Francis that she could ask questions of my relationship with Phase5 at an examination as her client had obtained a court order which permitted her to conduct an examination of me. No examination has been conducted to date. Attached hereto and marked as **Exhibit "YY"** is a copy Ms. Francis' April 24, 2017 email with the broad question regarding Norris' relationship with Phase5.

(b) The receiver is alleging that because Norris received the proceeds of the King Aire RV, it has received a preference and has engaged in improper conduct.

(i) As Gary Bodimeade pointed out on his examination conducted by counsel for the receiver on February 22, 2017, Norris was Compuquest's key supplier. I understand from Mr. Bodimeade that 95% of Compuquest's business was done through HP and Norris subsequently took over as the supplier of that business. As a result, while Compuquest could have paid the proceeds of the King Aire to CIBC, or other creditors, it would have been of no benefit to Compuquest at the time, and would not have assisted Compuquest in attempting to remain solvent. All it would have done is reduce a debt obligation. Paying the proceeds of the King Aire to Norris, its key supplier, was not done with the intention of preferring one creditor over another but rather to ensure that Compuquest was able to continue to order product from its key supplier and continue to operate. Attached hereto and marked as **Exhibit "ZZ"** is a copy of instant messages between Mr. Bodimeade and I which highlights my constant requests for payment in order to continue to ship product. At the time payments were made, it was in the ordinary course, and I had no indication that Compuquest would be forced into bankruptcy.

(ii) The receiver is attempting to rely on this payment to allege improper conduct. Neither Norris or I knew that Compuquest was going to be petitioned into bankruptcy at the time of the payment, and, while we knew that Compuquest was going through a challenging time, we did not have particulars of its financial situation. It was not unusual in the history of the relationship to receive large payments from Compuquest on account of its debts (as is evident from the spreadsheets setting out the balance owing), and we were advised by Mr. Bodimeade that the King Aire was a personal asset (and then that Compuquest was co-listed on the financing), not a corporate asset, that he was selling in order to make payment to Norris in order to continue to receive product.

(c) The receiver is alleging that because I assisted Mr. Bodimeade in preparing a couple email responses to CIBC's concerns, that I am somehow engaged in improper conduct or am non-arm's length to Mr. Bodimeade.

(i) The truth is that Norris was Compuquest's key supplier and is owed a lot of money. When Mr. Bodimeade contacted me and indicated that he was having trouble with CIBC, he requested my advice and I gave him the best advice I could, as someone who has been in the industry for decades, in order to assist Compuquest and protect my investment and relationship. There was nothing nefarious about me assisting Mr. Bodimeade in responding to CIBC.

Attached hereto and marked as **Exhibit "AAA"** is a copy of the emails that I drafted as suggested responses by Mr. Bodimeade to CIBC.

(d) The receiver is alleging that somehow Norris and I have engaged in improper conduct because the receiver has been unable to ascertain the whereabouts of inventory it anticipated being at Compuquest's facility and the proofs of delivery for the 2016 shipments were not executed.

(i) As detailed in the proofs of claim section of my affidavit, Norris and I provided the receiver with a spreadsheet documenting the transactions between Norris and Compuquest from 2015 through to Compuquest's bankruptcy. In addition to the spreadsheet, supporting documentation was provided for each transaction where available. In addition to the transaction documentation, hundreds of pages of related emails between the vendor, Norris, Compuquest and the freight companies have been provided, all to no avail. I am advised by my counsel that as of July 6, 2017, he was advised by Ms. Francis that these hundreds of pages of evidence where not even provided to the receiver to consider. The fact that the receiver has been unable to locate inventory belonging to Compuquest in no way indicates that Norris or I engaged in improper conduct and it is disappointing that the receiver seems to be failing to even review evidence I have provided and is drawing conclusions based on suspicion without supporting evidence. The spreadsheets I have provided in support of the shipments contain all the documentation I have in my possession and control and is more than sufficient to establish that the product was shipped. I have advised the receiver (and my counsel has advised Ms. Francis) on many occasions that the freight forwarding documentation would not be in Norris' or my possession as that is not how the process works in the industry. The receiver has produced no evidence whatsoever to the contrary and merely relies on suspicion.

(ii) I have produced hundreds of documents in support of Norris and my claim. I provided the receiver with freight forwarding documents for the 2016 transactions (that I obtained from Mr. Bodimeade) at the outset of my communications. As neither Norris or I would ever see or possess the freight forwarding documents, I requested that the receiver retrieve them from Compuquest (having unsuccessfully tried to obtain them from the freight forwarders) and provide a copy. The receiver's counsel advised that a search was conducted and they were not located. I was then made to attend at the receiver's office and very quickly located the documents in the exact place I had indicated they would be. Even with the provision of these 231 pages of freight forwarding documents, the receiver still not accept my claims.

(iii) I am advised by my counsel and verily believe that on July 13, 2017, he contacted Laura Blackman at QuikX transportation, one of the freight forwarders used by Compuquest, requested the freight forwarding documents and advised her of the urgency due to the pending court date. I am advised by my counsel that Ms. Blackman requested the bills of lading of the shipments, which my counsel provided her. Ms. Blackman also requested the dates for the shipments, which were provided. Shortly thereafter, Ms. Blackman produced the executed proof of delivery documents for the 2016 deliveries that QuikX Transportation handled. This information, together with all the other documents previously provided by Norris and I (and included as exhibits) demonstrates conclusively that there was no suspicious or fraudulent activity between Norris and I, and Compuquest. The receiver's position is just wrong. Attached hereto and marked as **Exhibit "BBB"** is a copy of the correspondence with Ms. Blackman and the 2016 freight forwarding documentation.

(e) The receiver alleges in its fifth report that Norris and I are involved in improper conduct because the timing of our relationship with Compuquest coincides with the termination of Mr. Bodimeade's contact at HP for taking kickbacks.

(i) According to the fifth report of the receiver, Compuquest's HP contact was terminated in September 2013. (see paragraph 51c).

(ii) Contrary to what the receiver has asserted in its fifth report wherein it states at paragraph 49 "the receiver has found... no evidence that Norris supplied product to Compuquest prior to approximately January 2014", Mr. Bodimeade testified during his examination that his relationship with Norris and I started years earlier than 2014 and that we had been conducting business back and forth during that time (page 59-60 questions 349-355). The receiver simply chose to ignore this evidence and failed to refer to it in its report because it does not support its position.

(iii) Norris and I have had a business relationship with Compuquest and Mr. Bodimeade since 2003. I have gone back to my records as far as possible, and while my emails from before 2009 were on a different system, I have many emails dating from prior to 2014. I have provided a couple of emails, and a number of purchase orders and sales orders that demonstrate a business relationship with Mr. Bodimeade and Compuquest as far back as 2008, 2009 and 2010- years before Compuquest's HP contact was terminated. These emails and documents demonstrate that the statement in paragraph 49 of the receiver's fifth report is simply false. Attached hereto and marked as **Exhibit "CCC"** is a copy of the 2008, 2009 and 2010 documentation. In addition, the receiver is in possession of all Compuquest historical documents dating back to at least 2008, including financial records detailing the business relationship between Compuquest and Norris, which I witnessed at my inspection at the Grant Thornton offices in Toronto while conducted my search for the 2016 freight forwarding documents. Notwithstanding, the receiver has indicated in its report that it has not seen any evidence that Norris supplied product prior to 2014.

(iv) I have also provided some instant message history between Mr. Bodimeade and I showing our normal course of business in bidding, purchasing, arranging freight, and payments between Norris and Compuquest. See Exhibit

"ZZ". The Instant Messages demonstrate that payments were required to pay down the RLOC in order for Norris to continue to provide product.

(f) The receiver has levelled very serious, likely criminal, allegations that Norris and I have engaged in circular cheque writing with Compuquest. I am advised by my counsel and verily believe that the receiver's counsel has referred to it many times as cheque-kitting.

(i) The receiver has alleged that Norris and I have engaged in circular cheque writing with Compuquest and that no loans were extended to Compuquest before 2015 (paragraph 49 of receiver's fifth report). In fact, I explained to both the receiver and the trustee that the loans defined on the spreadsheet I supplied to Grant Thornton were for transaction funding to Compuquest. Transaction funding is a short term loan to facilitate the purchase of product. The term of the loan is the time it takes for the product to be received and sold, usually a very short period of time, such as 2 weeks (sometimes shorter, sometimes longer). Interest on such a loan is commonly charged at 3%. Repayment of the loan is sent in the form of a cheque at the inception of the loan (the cheque is held until the borrower confirms the cheque can be deposited). I have consistently provided transaction funding since 2007. It is clear that the receiver does not understand the nature of transaction funding and has ignored the evidence I provided and evidence easily ascertained in the Compuquest bank statements the receiver has referenced on multiple occasions in the receiver reports (and which have not been produced to me despite my requests). I have provided transaction funding to Compuquest on a monthly and sometimes weekly basis since at least 2011. Attached hereto and marked as **Exhibit "DDD"** is an email chain outlining one instance of transaction funding originating January 28, 2011 between Compuquest and I. I will outline the transaction step by step to serve as an example of transaction funding and also prove the receiver's assertion that no funding was provided prior to December 31, 2015 is false and misleading.

(A) On January 28, 2011 at 4:39, Mr. Bodimeade sends an email to me requesting a loan for "another month end opportunity for a big load...I would need $155k ($4k to you), same old, Product is sold, Just need it too land and deliver". This indicates that Mr. Bodimeade has a large purchase opportunity from his vendor, wants to borrow $155,000 to make the purchase, and is paying $4,000 in interest for the loan. The language in this email illustrates that, as far back as 2011, this is not the first time transaction funding of this nature has been requested.

(B) The next several email responses on the same day between 4:42PM and 5:34PM shown on pages 2 through 7 of the exhibit confirm the wire for the loan being sent by me to Compuquest and Mr. Bodimeade sending repayment in the form of a cheque.

(C) The final email shown on page 8 of the exhibit is from Mr. Bodimeade to me and shows in the subject line of the email, "cheque cleared this am, thanks again", referring to the repayment cheque. Mr. Bodimeade would always confirm the cheque had cleared for me as my bank sometimes held foreign checks. This way I could notify my account representative at my bank that the funds were clear. In the body of the last email, Mr. Bodimeade asks, "I could use one more for 165K" indicating that he has another transaction he needs funding for in the amount of $165,000.

(D) The receiver has placed significant emphasis on the fact that Mr. Bodimeade maintained some cheques made out to Compuquest signed by me, but with the amount blank. These cheques were left with Mr. Bodimeade as a convenient and quick way for us to complete transaction financing, as Mr. Bodimeade would simply call me to confirm the amount of the funds (and that the cheque would clear) before writing in the amounts that he was borrowing. The receiver has completely misunderstood the purpose for the cheques and has drawn incorrect conclusions.

(E) Compuquest is not my only client for transaction funding. Attached hereto and marked as **Exhibit "EEE"** is an email chain outlining another instance of transaction funding originating July 5, 2016 between CDM Technologies and I. The exhibit shows the email from CDM to me acknowledging the terms for the transaction funding and includes attachments showing copies of the repayment cheque, CDM's vendor invoice, and CDM's customer's purchase order for the product.

(F) I also provided funding to Memory Dogg Inc. Attached hereto and marked as **Exhibit "FFF"** is a copy of a spreadsheet, in the same format shown for Compuquest, which sets out the transaction funding that has been extended to Memory Dogg Inc.

(ii) The receiver asserts in paragraph 53 and 54 of the receivers fifth report that he has found evidence of "circular cheque-writing activities", however, this is totally false and unfounded. I am advised by Mr. Bodimeade and verily believe that, prior to this assertion, Mr. Doug MacLaine of CIBC leveled the same accusation at Mr. Bodimeade during conversation but never made the accusation in writing. This is because the evidence doesn't exist. The nature of transaction funding has been explained to both the receiver and Mr. MacLaine, however, the receiver has chosen to ignore the facts and present speculative suspicion in his report.

(iii) The receiver fails to recognize or acknowledge that transaction funding is a short term loan and has misrepresented the dates of deposit. For instance, in paragraph 54 of the receiver's fifth report, the receiver claims in paragraph 54(a) . that a Compuquest deposit for $280,000 took place on "February 5, 2016", and then in paragraph 54(b) claims a Salem deposit occurred on the same day. This is false. The Salem deposit, in the amount of $256,000, occurred 7 days earlier, on January 29, 2016 and was for payment of a previous balance. The receiver then states in paragraph 54(c). that a Compuquest deposit for $195,000 took place on Feb 10, 2016, and then in paragraph 54(d) claims a Salem deposit occurred on the same day. This is false. The Compuquest deposit was made on Feb 17, 2016 and the Salem deposit was made on Feb 3, 2016. Attached hereto and marked as **Exhibit "GGG"** are the correct deposit slips for the deposits per my statements above.

(iv) There is lengthy historical evidence of transaction financing between Salem and Compuquest shown in Compuquest's CIBC account history dating back to 2010. However, the trustee and receiver have refused to provide Compuquest's CIBC account statements, despite requests. By February 16, 2016, CIBC began refusing all cheques presented against the Compuquest account even when I confirmed with Mr. Bodimeade that cleared funds were available. This made it impossible to continue a normal course of business with Compuquest and severely damaged the company's ability to move forward with Norris and I, without the receipt of payments on account of the amounts owing. The receiver's references in paragraph 54(e) through (i) all contain incorrect dates, but more importantly, these transactions all came after CIBC began refusing all cheques presented. Once the refusals began, I had to protect my investment and insisted on payments in order to continue business with Compuquest. Funds for the refused items were 2 to 4 weeks late.

(v) In paragraph 52 of the receiver's fifth report, the receiver alleges that I was aware of Compuquest's financial difficulties. In fact, Norris had a very good year with Compuquest in 2015. My concerns were primarily with Mr. Bodimeade's divorce and the fact that the collateral he had always referenced (the Property and other assets in the RLOC), were going to be liquidated for the divorce. The negotiation for the RLOC began in October of 2015, well before CIBC ever stepped in. In fact, I never considered Compuquest a bankruptcy risk until the weeks leading up to CIBC petitioning Compuquest into bankruptcy.

(vi) In paragraph 6 of the receiver's fifth report, the receiver states there was diminished inventory and accounts receivable in Compuquest when it took over. This should not be a surprise in light of the fact that CIBC, Compuquest's financial partner, refused to work with the company in even the most basic terms of paying cheques presented with collected funds.

(g) The receiver has alleged that the transactions and supporting documentation outlined in the spreadsheets provided in support of the proofs of claim do not all reconcile and therefore Norris and I have engaged in improper conduct.

(i) At paragraph 95 of the receiver's fifth report, the receiver indicates that there are documents supporting of a shipment of $228,000 worth of off-lease computers on March 11, 2016. The receiver indicates that there is a discrepancy in the quantum of product shipped in some of the documentation and further incorrectly indicates that an invoice from Norris to Compuquest, which was used for customs purposes is in the amount of $42,500 rather than $228,000.

(ii) It is clear that the receiver does not understand the nature of the documents or the process for ordering and shipping product as outlined earlier in this affidavit. I will outline the March 11, 2016 transaction step by step as an example.

(A) On March 11, 2016, Norris issued a purchaser order to HP Financial services in the amount of $220,210USD for 1816 off-lease desktop computers. Attached hereto and marked as **Exhibit "HHH"** is a copy of the purchaser order.

(B) The same day, Norris wired payment in full to HP Financial Services for the 1816 off-lease desktop computers. Attached hereto and marked as **Exhibit "III"** is a copy of the wire transfer confirmation from JP Morgan Chase.

(C) The same day, Norris issued a sales order to Compuquest in the amount of $228,000USD for the 1816 off-lease desktop computers purchased from HP Financial Services. Attached hereto and marked as **Exhibit "JJJ"** is a copy of the sale order from Norris to Compuquest. The difference between the purchase order amount ($220,210USD) and the sales order amount ($228,000USD), $7,790USD, is Norris' small margin of profit on this transaction.

(D) The same day, Mr. Bodimeade, on behalf of Compuquest, contacted QuikX Transportation, a freight company, to arrange for the shipping of the 1816 off-lease desktop computers directly from HP Financial Service to Compuquest. Laura Blackman, operations supervisor at QuikX emailed Mr. Bodimeade indicating that Boston Creek Transportation would pick up the product after 2pm. In her email, Ms. Blackman requested that Mr. Bodimeade send her the Bill of Lading and Custom Documents as soon as possible. Attached hereto and marked as **Exhibit "KKK"** is a copy of the emails from Ms. Blackman to Mr. Bodimeade.

(E) The same day, Norris prepares the Bill of Lading and provides it to HP Financial Services, and Mr. Bodimeade, who in turn provides it to QuikX Transportation, who in turn provides it to Boston Creek Transportation. Once Boston Creek Transportation has the Bill of Lading, they are able to complete the blind shipment as explained earlier in my affidavit. The Bill of Lading identifies the shipper (HP Financial Services), the consignee (Norris), describes the product being picked up and provides directions to the freight company on how to access the shipper's premises. Because the shipment is being done in the blind, it does not indicate that the purchaser of the product is Compuquest. Once Boston Creek Transportation picks up the product, they deliver it directly to Compuquest. Attached hereto and marked as **Exhibit "LLL"** is a copy of the Bill of Lading.

(F) Because this particular shipment originated in the United States, Compuquest was required to complete certain documents for customs. The custom documents consist of a Bill of Lading from the freight company (which is also for freight insurance purposes) and a commercial invoice describing the product and value. Norris and I have no role whatsoever in the preparation of these custom documents and are not provided with copies of these documents. While the receiver correctly notes that the number of computers described on the documents is incorrect (1450 vs 1816), and the price reflected as $42,500 rather than $228,000, the receiver is incorrect in describing the documents as an invoice from Norris. Norris never prepared, or saw these documents (until these proceedings). I can't speak for the errors, other than to speculate that Compuquest wanted to reduce the payment of duty. This in no way benefits Norris or me as our margin is fixed as the difference between the Purchase Order price and the Sale Order price $7,790 USD. Attached hereto and marked as **Exhibit "MMM"** is a copy of the custom documents prepared by Compuquest.

(G) The receiver seems to take issue with the fact that Norris and I do not have executed copies of these documents, however we would never have executed copies as we are not directly involved in the shipping process. As detailed in this affidavit, we obtained copies of the freight documents for 2016 Mr. Bodimeade, and the balance from the receiver after the receiver initially denied it had them, and I was required to attend and review documents in the receiver's possession.

(H) As detailed earlier in my affidavit, my counsel was able to obtain many of the executed 2016 shipping documents on July 13, 2017 from QuikX Transportation. This included the QuikX Transportation bill of lading prepared by Compuquest. Attached hereto and marked as **Exhibit "NNN"** is a copy of the executed QuikX Transportation bill of lading.

(iii) With respect, the receiver's inability to account for the location of product that shipped directly from the manufacturer to Compuquest, using freight organized by Compuquest, is not Norris' or my issue. If Compuquest moved equipment or disposed of it prior to the receiver's appointment, Norris and I had no involvement in it and no knowledge of it.

(h) The receiver has alleged that because Mr. Bodimeade, Norris and I both retained Foglers (although separately), we are colluding.

(i) The truth is I live and work in the United States and did not have any lawyer contacts in Toronto. Mr. Bodimeade recommended Foglers and he and I retained separate counsel at Foglers. As advised by Mr. Bodimeade and I verily believe, once he was petitioned into bankruptcy, given the amounts involved, there was no chance of him recovering any assets, all of which vested in the trustee, and therefore our interests, were not in conflict. In any event, Mr. Bodimeade's counsel left Foglers for Miller Thomson several months ago and he continues to act for Mr. Bodimeade.

(i) The receiver is alleging that because I put a stop payment on a cheque, at Mr. Bodimeade's request, that I have engaged in improper conduct.

(i) At paragraph 59 of its fifth report, the receiver states that on February 25, 2016, Mr. Bodimeade emailed me and asked me to put a stop payment on a cheque I had written for $125,000USD. According to the receiver, the email stated:

This is the check you will need to put a stop on. I just got off the line with my bank, based on the overdrafts and the few checks that were stopped they have put me on a 21 day hold for any US deposits. Give me a buzz when you get a second as I have a resolution the email records.

It is unclear whether it is a typo on the receiver's part, but the last three words "the email records" does not actually appear in the email. The email reproduced in its entirety below.

From: Gary Bodimeade
Sent: Thursday, February 25, 2016 1:54 PM
To: Dean Salem (dean@norris1.com)
Subject: FW:
Attachments: IMG_20160224_1722110.jpg

This is the check you will need to put a stop on.

I just got off the line with my bank, based on the overdrafts and the few checks that were stopped they have put me on a 21 day hold for any USD deposits.

Give me a buzz when you get a second as I have a resolution

(ii) A stop payment was put on this cheque at Mr. Bodimeade's request. Mr. Bodimeade indicated to me that a 21 day hold would be placed on the funds and that he needed to access the funds more quickly. As a result, instead of borrowing $125,000 by way of the cheque, he asked me to stop payment on the cheque, so we could discuss a resolution that would not result in a 21 day hold, and would allow him to continue doing business. Since I was lending him the money, I was perfectly within my rights to put a stop payment on the cheque, at his request, and to discuss possible alternatives for advancing him the funds.

(j) Mrs. Bodimeade has made allegations that Mr. Bodimeade and I do not have a "normal business relationship", are not arm's length and that I engaged in improper conduct;

(i) At paragraph 16 of her affidavit, Mrs. Bodimeade states "In April 2016, my son Nicholas told me that he had tried to pay for gas for his Jeep but his American Express card didn't work. I asked Gary about it, and asked him when Nicholas could use the card again, and Gary said 'probably never, because Dean won't pay it'. When I asked why Dean would pay Gary's personal American Express, Gary told me that Dean would charge the American Express card, and then Dean would either pay Gary to pay it off, or Dean would pay it off directly, and then Dean would charge the card close to its limit again. The credit limit on the American Express account was $500,000." Let me be clear and unequivocal. I never paid Gary's American Express bill or Nicholas' American Express bill. I never paid for anything for Mr. Bodimeade, Mrs. Bodimeade or any of their children. Mrs. Bodimeade's affidavit on this point is completely false, and I note, contains no supporting documentation as evidence. In fact, contrary to paying off the Amex, Mr. Bodimeade actually paid Norris using the Amex on several occasions (see the various attached spreadsheets)

(ii) With respect to paragraphs 21-22 of Mrs. Bodimeade's affidavit, the only statement that is accurate is that I met Mr. Bodimeade and Mrs. Bodimeade in August 2016. On August 17, 2016, after the adjournment of the application, I met with Mr. Bodimeade and Mrs. Bodimeade. Mrs. Bodimeade's affidavit outlines an offer I purportedly made which makes no sense. According to her affidavit, I agreed to advance up to $800,000 to purchase a home, $100,000 for expenses and an additional $200,000, for a total of $1.1 million, which would be secured by increasing the mortgage against her interest in the property to $2 million. This makes no sense for a couple of reasons. Firstly, Mrs. Bodimeade's half interest in the Property was only worth about $1.5 million. Secondly, a $2 million mortgage wouldn't have covered the initial mortgage amount of $1 million plus the additional offer of $1.1 million- there would be a $100,000 shortfall.

(iii) Contrary to paragraph 21 and 22 of Mrs. Bodimeade's affidavit, the only offer of assistance I made was to lend Mrs. Bodimeade $500,000, which would be added to the mortgage against her interest in the Property, bringing the mortgage amount to $1,500,000. The $500,000 loan would allow Mrs. Bodimeade to purchase a new home and move out of the Property. Mr. Bodimeade would have been able to remain in the Property, service the mortgage and the Property could be sold when most advantageous from a price perspective, and I would be paid out on the mortgage. After several weeks of discussion, Mrs. Bodimeade refused . due to the fact that she did not feel $500,000 was enough money and she could not obtain a mortgage to make up the difference on the $1,200,000 horse farm she was attempting to buy. In the correspondence with Mrs. Bodimeade, she indicated to me that if we did not reach a deal, "she would try to cut a deal with the receiver", which appears to be what has happened as the receiver has opted not to pursue Mrs. Bodimeade's stable of horses (with the corresponding equipment), which I understand are worth approximately $300,000, and were paid for with Compuquest's money.

(iv) I should point out that at paragraph 26 of her affidavit Mrs. Bodimeade sates that since February 3, 2016, Compuquest has paid Norris and me sufficient funds to cover any debt owing by Compuquest. However, paragraph 4 of Mrs. Bodimeade affidavit states "I was not involved in the day to day operations of Compuquest. I visited the office and warehouse very infrequently, and knew only what Gary told me about the business. In light of this admission, Mrs. Bodimeade's statement at paragraph 26 is not credible.

(v) At the meeting with Mr. and Mrs. Bodimeade on August 17, 2016, Mrs. Bodimeade acknowledged that the debts owed to Norris and I were real and accurate and stated that she fully intended to sign the mortgage paperwork as she was obligated to in the RLOC. She handed me a handwritten Budget outlining her expenses for which she requested assistance in paying. She stated that, in her first meeting with Grant Thornton, Mr. Oros, told her, "our common enemy is Dean Salem". This further demonstrates that from the commencement of the trustee and receiver's mandate, Norris and I have been painted with the same brush as Mr. Bodimeade and considered guilty by association.

113. I therefore make this affidavit in response to the motion brought by the receiver, and for no other or improper purpose or motive.

SWORN before me at the
County of Campbell,
in the State of Tennessee,
this 14th day of July, 2017.

A Commissioner for taking affidavits.

DEAN SALEM

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

This is Exhibit "A" referred to in the Affidavit of Dean Salem
sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

PROPERTY DESCRIPTION: PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 26578-0171

PIN CREATION DATE:
2000/04/07

OWNERS' NAMES
BODIMEADE, AIMEE LYNN

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1998/03/09 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 2000/04/07						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2000/04/07 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 2000/04/10 **						
D144416	1982/09/21	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	CHIN-A-LOY, JAMES CECIL CHIN-A-LOY, CAROL JOSEPHINE	
D532816	1999/04/14	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CHIN-A-LOY, JAMES CECIL CHIN-A-LOY, CAROL JOSEPHINE	CANADIAN IMPERIAL BANK OF COMMERCE	
D533048	1999/04/20	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CHIN-A-LOY, JAMES CECIL CHIN-A-LOY, CAROL JOSEPHINE	CIBC MORTGAGES INC.	
DR431857	2005/09/28	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: AIRPORT ZONING REGULATIONS					
DR649965	2007/09/28	TRANSFER	$638,000	CHIN-A-LOY, CAROL JOSEPHINE CHIN-A-LOY, JAMES CECIL	BODIMEADE, AIMEE LYNN	C
	REMARKS: PLANNING ACT STATEMENTS					
DR649966	2007/09/28	CHARGE		*** COMPLETELY DELETED *** BODIMEADE, AIMEE LYNN	THE BANK OF NOVA SCOTIA	
DR656812	2007/10/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
	REMARKS: RE: D533048					
DR664503	2007/11/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
	REMARKS: RE: D532816					
DR721456	2008/06/20	CHARGE		*** COMPLETELY DELETED *** BODIMEADE, AIMEE LYNN	THE BANK OF NOVA SCOTIA	
DR721457	2008/06/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
	REMARKS: RE: DR649966					
DR836940	2009/09/03	CHARGE		*** COMPLETELY DELETED *** BODIMEADE, AIMEE LYNN	PINFOLD, CRAIG	
DR1117711	2012/08/28	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** S & F EXCAVATING LIMITED		
DR1129513	2012/10/10	CERTIFICATE		*** COMPLETELY DELETED *** S & F EXCAVATING LIMITED		
	REMARKS: DR1117711					
DR1148621	2012/12/24	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** S & F EXCAVATING LIMITED		
	REMARKS: DR1117711.					
DR1210938	2013/09/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** PINFOLD, CRAIG		
	REMARKS: DR836940.					

Ontario ServiceOntario

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
DR1334796	2015/01/23	CHARGE	$1,000,000	BODIMEADE, AIMEE LYNN	CANADIAN IMPERIAL BANK OF COMMERCE	C
DR1338907	2015/02/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
REMARKS: DR721456.						
DR1436575	2015/12/31	CONSTRUCTION LIEN	$74,615	REED, SCOTT		C
DR1437193	2016/01/05	CONSTRUCTION LIEN	$74,616	REED, SCOTT		C
DR1446246	2016/02/04	APL (GENERAL)		BODIMEADE, GARY		C
REMARKS: DESIGNATION OF A MATRIMONIAL HOME						
DR1449635	2016/02/18	CERTIFICATE		REED, SCOTT		C
REMARKS: CONSTRUCTION LIEN DR1437193						
DR1478658	2016/06/01	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	GRANT THORNTON LIMITED	C
DR1489206	2016/06/30	CERTIFICATE		DEAN SALEM AND NORRIS TECHNOLOGIES LLC		C
REMARKS: PENDING LITIGATION						
DR1504505	2016/08/12	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	SALEM, DEAN NORRIS TECHNOLOGIES LLC	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

This is Exhibit "B" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

REVOLVING LINE OF CREDIT

$1,500,000.00 Caryville, TN

December 31, 2015

FOR VALUE RECEIVED, Dean Salem and Norris Technologies, LLC ("LENDER") agrees to provide a Revolving Line of Credit ("RLOC") to Gary Bodimeade and Compuquest 2000 ("BORROWER") in cash and computer related equipment in an amount up to One Million Five Hundred Thousand Dollars ($1,500,000.00). BORROWER and LENDER acknowledge that this RLOC was originally established in January 2011. This document serves to formalize the agreement and establish BORROWERS collateral pledged as LENDERS security. BORROWER hereby promises to pay to LENDER all outstanding balances on the RLOC until paid in full ($0 Balance), payable upon demand no later than December 31, 2016.

BORROWER agrees to secure his obligation to pay this RLOC with any and all of the equity available in the following properties and assets:

Asset / Property	1st Mortgage (C$)	END DATE (est)	ORIG PRICE	Currency	MONTLY PMT	PROJECTED SALE VALUE
SPORT CHASSIS	75,775.23	6/1/2017	176,095.00	USD	2,423.44	105,000.00
PEGASUS	31,727.92	10/1/2017	84,737.00	USD	1,623.54	42,000.00
KING AIRE	361,909.52	3/1/2018	913,000.00	USD	9,488.07	550,000.00
GREYHAWK	55,192.91	3/1/2018	85,000.00	USD	1,985.35	103,000.00
1935 Silicone Dr, Pickering, ON L1W3V7	3,200,000.00	1/1/2038	3,200,000.00	CD$	19,600.00	3,900,000.00
7472 Ashburn Rd, Whitby, ON L1M2E8	1,000,000.00	1/1/2020		CD$	3,860.00	3,100,000.00

BORROWER certifies that all assets are part of a marital estate and that BORROWER is 50% owner of said properties and assets. The estimated value of the properties and assets as of December 31, 2015 is as stated above. BORROWER further certifies that no additional loans, mortgages, or encumbrances exist or will be leveraged against the equity on the above referenced properties and assets until this RLOC is paid in full. BORROWER agrees to, at BORROWERS expense, legally formalize in Canada LENDER in the 2nd security position on all properties and assets. In addition, BORROWER agrees to pay any and all proceeds from the sale of any of the above assets (minus the first position lender encumbrance) to LENDER until this RLOC is paid in full.

BORROWER guarantees this RLOC both personally and with all business inventory and assets owned by Compuquest 2000. BORROWER shall have the right to pay the principal and any accrued interest, in whole or in part, at any time without penalty. LENDER will provide weekly or upon request an updated accounting showing the outstanding balance of the RLOC. BORROWER will provide to LENDER upon request at any time a full set of financials and tax returns for both Gary Bodimeade and Compuquest 2000. BORROWER will provide to LENDER upon request at any time an updated list of properties and assets. BORROWER agrees and approves any accounting professional responsible for financials, tax returns, and asset lists for both Gary Bodimeade and Compuquest 2000 to release, discuss, and answer any inquiries regarding any and all financial reports, tax returns, and asset lists directly to / with LENDER.

LENDER may, at its sole discretion, renew this RLOC upon expiration. At any time, LENDER may terminate this RLOC. All outstanding balances are due and payable immediately upon termination.

BORROWER agrees to pay the expenses or costs incurred in any attempt to collect the amounts due pursuant to this RLOC. The parties further agree that if any legal action is necessary to enforce this RLOC, any attorney's fees that are accrued in the enforcement of this RLOC shall be recoverable by the prevailing party in any legal proceeding that is initiated to enforce the terms of this RLOC. This provision is applicable to the entire RLOC.

The parties agree that jurisdiction and venue to resolve any disputes arising out of this RLOC shall be in Campbell County, Tennessee.

BORROWER ACKNOWLEDGES AND AGREES THAT THE FOREGOING PROVISIONS HAVE BEEN READ AND ACCEPTED.

Dated: December 31, 2015

GARY BODIMEADE, BORROWER

STATE OF TENNESSEE
COUNTY OF Campbell

Sworn to and subscribed before me this 31st day of Dec., 2015.

[notary's signature & seal]

My commission expires: 3/30/19

REID TROUTMAN
STATE OF TENNESSEE NOTARY PUBLIC
CAMPBELL COUNTY

Dated: December 31, 2015

DEAN SALEM, LENDER

STATE OF TENNESSEE
COUNTY OF Campbell

Sworn to and subscribed before me this 31st day of Dec., 2015.

[notary's signature & seal]

My commission expires: 3/30/19

REID TROUTMAN
STATE OF TENNESSEE NOTARY PUBLIC
CAMPBELL COUNTY

This is Exhibit "C" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOM
STATE OF TENNESSEE NOTARY PUBL
Comm. Exp. 3-3
KNOX COUNT

I have sent 2 previous messages and have not received the courtesy of a response. Perhaps you do not understand - I will not be ignored. More than 80% of Compuquest 2000's business is purchased from and / or financed by Norris Technologies and I personally. I am not willing to continue the relationship unless my investment is secured by you and Gary per the attached documents. Compuquest 2000 will not survive without this relationship. If I do not hear back from you today, I will begin proceedings to terminate the line and collect the balance.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(615)250-7937 Fax

------------------ Forwarded Message ------------------

From: Dean Salem <dean@norris1.com>
To: Aimee Bodimeade <sprouts5437@hotmail.com>
Cc:
Date: Mon, 11 Jan 2016 14:03:36 -0500
Subject: FWD: Introduction / Compuquest Business

Aimee,

I have not heard back from you regarding my email below. Please confirm you have reviewed the document and will be prepared to execute it next week. Without this document executed, I will no longer be able to offer terms to C2K. Please call or reply for questions or discussion.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(615)250-7937 Fax

------------------ Forwarded Message ------------------

From: Dean Salem <dean@norris1.com>
To: Aimee Bodimeade <sprouts5437@hotmail.com>
Cc:
Date: Tue, 5 Jan 2016 13:48:48 -0500
Subject: Introduction / Compuquest Business

Aimee,

I apologize for having to introduce myself in this manner, however, I am forced due to circumstance. I am not sure what you know of my relationship with Gary and Compuquest 2000 (C2K), so, at the risk of redundancy, I will give you some background. I have worked with Gary and C2K for 15+ years. My company, Norris Technologies, LLC, has been a supplier for C2K for most of those years. In 2010, I also began personally financing transactions for C2K at Gary's request. As you may or may not be aware, in December 2013 and January 2014, C2K faced a major tax issue and expulsion from HP which, had I not stepped in, would have bankrupted the company - everything would have been lost. For the last 2 years, I have worked closely and diligently with Gary to rebuild C2K.

Most of what Gary and I have accomplished has been on our relationship and our word. However, with the personal turmoil your family is experiencing, I can no longer rely on Gary's word, particularly in light of the fact that you are half owner in C2K and the marital

11

assets Gary has always offered as security for our financial arrangements. With those personal assurances in jeopardy, it is necessary to formalize our line of credit to secure my investment in C2K. The purpose of Gary's visit to TN was to execute a formal legal agreement to protect my position (see attached).

Due to your position with C2K and your ownership in the marital assets, I will need for you to also execute a formal legal agreement to protect my position and keep the line of credit and the HP product flow open. My goal is to keep C2K's business operating, protect my investment, and not become embroiled in any disagreements in your family. I have also attached a formal legal agreement in your name identical to the agreement Gary executed. Please review the document and reply with any questions or concerns. We will need to execute the agreement before the end of the month. I am looking at visiting the week of the 18th, or you are certainly welcome to visit TN - please confirm this timeline works for you.

I look forward to meeting with you and continuing my work with C2K.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(615)250-7937 Fax

This is Exhibit "D" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

9

From: Lit'l Sprouts [mailto:sprouts5437@hotmail.com]
Sent: Friday, January 29, 2016 4:31 PM
To: Andrea Robertson <andrearobertson27@yahoo.ca>
Cc: gastern@torlaw.com; Gary Bodimeade <garyb@compuquest2000.com>
Subject: Fwd: Introduction / Compuquest Business

Sent from my iPhone

Begin forwarded message:

> **From:** Dean Salem <dean@norris1.com>
> **Date:** January 29, 2016 at 4:16:25 PM EST
> **To:** Aimee Bodimeade <sprouts5437@hotmail.com>
> **Subject: FWD: FWD: FWD: Introduction / Compuquest Business**
>
> Aimee,
>
> Today is the last business day of the month. I have communicated very clearly with you and have not received the courtesy of a response. I have been Compuquest 2000's primary lender and supplier since December 2013 when I bailed the company out of its' tax problems. I have a US$1,500,000 investment in Compuquest 2000. As I have made clear in my previous messages, I am not willing to keep that investment open through a contentious divorce of the company's principals without securing my position.
>
> You have had 3 weeks to communicate with me, ask questions, and get to know the man and company that has kept Compuquest 2000 (your primary source of income) in busness for the last several years. Instead, you have failed to make any attempt at communication - a discomforting fact given my investment. Neither the promissory note nor the deadline is negotiable. Time is up today - If I do not receive your executed promissory note today (see attached), I will pull the line and begin collection proceedings.
>
> Regards,
> Dean Salem
> Norris Companies
> (865)426-9615 Phone
> (615)250-7937 Fax
> ---------------- Forwarded Message ----------------
>
> **From:** Dean Salem <dean@norris1.com>
> **To:** Aimee Bodimeade <sprouts5437@hotmail.com>
> **Cc:**
> **Date:** Tue, 19 Jan 2016 11:50:08 -0500
> **Subject:** FWD: FWD: Introduction / Compuquest Business
>
> Aimee,

10

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Regards,
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------------------- Forwarded Message -------------------

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Cc:
Date: Tue, 5 Jan 2016 13:48:48 -0500
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Due to your position with C2K and your ownership in the marital assets, I will need for you to also execute a formal legal agreement to protect my position and keep the line of credit and the HP product flow open. My goal is to keep C2K's business operating, protect my investment, and not become embroiled in any disagreements in your family. I have also attached a formal legal agreement in your name identical to the agreement Gary executed. Please review the document and reply with any questions or concerns. We will need to execute the agreement before the end of the month. I am looking at visiting the week of the 18th, or you are certainly welcome to visit TN - please confirm this timeline works for you.

I look forward to meeting with you and continuing my work with C2K.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(615)250-7937 Fax

This is Exhibit "E" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE
OF
TENNESSEE
NOTARY
PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Begin forwarded message:

From: Dean Salem <dean@norris1.com>
Date: February 3, 2016 at 11:59:31 AM EST
To: Aimee Bodimeade <sprouts5437@hotmail.com>
Cc: Andrea Robertson <andrearobertson27@yahoo.ca>
Subject: FWD: FWD: FWD: FWD: Introduction / Compuquest Business

Aimee and Andrea,

The thing that makes a creditor most uneasy is failure to respond or missed deadlines. Andrea said she would get back to me Monday 2/1/16. As I know professionals sometimes get busy, I gave the benefit of the doubt. Now we are at Wednesday and I know I have been ignored.

As I have previously stated in diplomatic terms, I require a very reasonable level of security to keep our line of credit and vendor relationship with Compuquest 2000 open. I have carried the company and, quite honestly, the Bodimeade family, for a long time. Gary has already signed the agreement. With a contested divorce in the process, I do not care to be caught in the middle with no security. Since Andrea asked on Friday 1/29/16, I will give you my reasons:
1) Andrea stated that neither she nor Aimee have any idea what the company is worth, yet you are asking for $25,000 per month.
2) It is my opinion that $25,000 per month and 1/2 the marital assets will jeopardize my investment.
3) As a principal of Compuquest 2000, Aimee has the authority to examine the books and any information regarding the company. The failure to do so in the more than 4 weeks I have been in contact is a professional and personal dereliction of duty - not something that makes a creditor feel comfortable.
4) CRA has performed several audits on Compuquest 2000 (one of which I bailed Compuquest 2000 out of). A contested divorce making high cost of living assertions brings the very high probability of additional CRA attention. I do not want to have my investment stuck in another bailout.

I have performed as a creditor and vendor in ways no other company or institution would have - ask any bank, accountant, lawyer, or colleague. To date, I have done this to help Gary and his family shoulder a difficult time - something I would have appreciated if I were in his position. I have given ample time for my sincerity to be researched with Compuquest's accountants, bankers, etc. I have made myself available for discussion. Today that ends. I have already sold Compuquest's orders for Feb to date ($630,000 in revenue) to other customers. I will not do business with Compuquest until the line is paid off - currently $857,927.40. When the line is paid off, Compuquest's account will be on a COD basis for all future transactions.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(615)250-7937 Fax

---------------------- Forwarded Message ----------------------

From: Dean Salem <dean@norris1.com>
To: Aimee Bodimeade <sprouts5437@hotmail.com>
Cc:
Date: Fri, 29 Jan 2016 16:16:25 -0500
Subject: FWD: FWD: FWD: Introduction / Compuquest Business

Aimee,

Today is the last business day of the month. I have communicated very clearly with you and have not received the courtesy of a response. I have been Compuquest 2000's primary lender and supplier since December 2013 when I bailed the company out of its' tax problems. I have a US$1,500,000 investment in Compuquest 2000. As I have made clear in my previous messages, I am not willing to keep that investment open through a contentious divorce of the company's principals without securing my position.

You have had 3 weeks to communicate with me, ask questions, and get to know the man and company that has kept Compuquest 2000 (your primary source of income) in busness for the last several years. Instead, you have failed to make any attempt at communication - a discomforting fact given my investment. Neither the promissory note nor the deadline is negotiable. Time is up today - If I do not receive your executed promissory note today (see attached), I will pull the line and begin collection proceedings.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(615)250-7937 Fax

---------------------- Forwarded Message ----------------------

From: Dean Salem <dean@norris1.com>
To: Aimee Bodimeade <sprouts5437@hotmail.com>
Cc:
Date: Tue, 19 Jan 2016 11:50:08 -0500
Subject: FWD: FWD: Introduction / Compuquest Business

Aimee,

I have sent 2 previous messages and have not received the courtesy of a response. Perhaps you do not understand - I will not be ignored.

This is Exhibit "F" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE
NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

ROBERTSON, MUNRO
Barristers and Solicitors

304 Toronto Street S., Suite 212
Uxbridge, Ontario L9P 1Y2
Tel: (905) 862-2777
Fax: (905) 862-2391

March 3, 2016

BY FAX: 416-780-0155

Gary A. Stern
Barrister and Solicitor
1938 Avenue Road
Toronto, ON M5M 4A2

Dear Mr. Stern:

Re: Aimee Bodimeade and Gary Bodimeade – Separation

I have reviewed the amended Promissory Note and the Interim Separation Agreement with Aimee, who wishes to make the following changes:

1. The Promissory Note states that the proceeds of sale of the assets will be paid to the line of credit. This is not the agreement of the parties. They have agreed that the proceeds of sale of the King Aire RV will be shared equally between the two of them. Aimee will not agree to the sale of the King Aire if the proceeds are not divided between them equally.

2. The Promissory Note limits the collateral of the home to one million dollars but does not specify that this is from Gary's share of the home, and that Aimee's share of the home will not be used as collateral.

3. Aimee's liability under the Promissory Note shall be limited to the assets specifically listed as collateral in the Promissory Note, and the inventory and assets of Compuquest 2000.

4. Only days after we reached agreement that Don would not enter the matrimonial home, Gary had his girlfriend sleepover in the home. This was very disturbing for the children. Aimee would like the agreement amended to state that neither party's partner will enter the home. She would also like Gary to agree to stop his harassment of Don. He has been contacting Don's ex-girlfriend for information relating to Don and this must cease.

5. With respect to paragraph 3.2 of the Interim Agreement, Aimee agreed to pay for dry cleaning for her and the children only, not for Gary, as his is paid through the company. Likewise, subparagraph (I) refers to the 407 bill for Aimee and Nicholas only, and not for Gary's vehicles. Aimee will agree to pay a portion of the Whitby Hydro but she cannot afford to pay the full bill. The most recent hydro bill was over $4,000, which is much higher than was anticipated by the parties at the time of the agreement.

6. In paragraph 3.4, Aimee would like to change the period of default to 5 days from four weeks.

7. With respect to the jointly owned assets, Aimee believed that Compuquest 2000 was the owner of the building on Silicone Drive but it is in fact owned by a separate company, 2252709 Ontario Inc. Please provide financial statements for this company, as there are several tenants in the building; as well as documents showing the ownership of this company.

I look forward to hearing from you with respect to the changes to the documents. I will be meeting with Aimee today to sign the promissory note as Gary has advised her that this matter has become urgent.

Yours very truly,

Andrea Robertson

cc. A. Bodimeade

This is Exhibit "G" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

REVOLVING LINE OF CREDIT

$1,500,000.00 Caryville, TN

December 31, 2015

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SPORT CHASSIS	75,775.23	6/1/2017	176,095.00	USD	2,423.44	105,000.00
PEGASUS	31,727.92	10/1/2017	84,737.00	USD	1,623.54	42,000.00
~~KING AIRE~~	~~361,909.52~~	~~3/1/2018~~	~~913,000.00~~	~~USD~~	~~9,488.07~~	~~550,000.00~~
GREYHAWK	55,192.91	3/1/2018	85,000.00	USD	1,985.35	103,000.00
1935 Silicone Dr, Pickering, ON L1W3V7	3,200,000.00	1/1/2038	3,200,000.00	CD$	19,600.00	3,900,000.00
7472 Ashburn Rd, Whitby, ON L1M2E8	1,000,000.00	1/1/2020		CD$	3,860.00	3,100,000.00

BORROWER certifies that all assets are part of a marital estate and that BORROWER is 50% owner of said properties and assets. The estimated value of the properties and assets as of December 31, 2015 is as stated above. Regarding the property at 7472 Ashburn Rd, BORROWER commits and LENDER accepts a maximum collateral of CDN ~~US~~$1,000,000.00 on BORROWER's behalf. All other assets listed are collateralized at their full value less the 1st mortgage or lien. BORROWER further certifies that no additional loans, mortgages, or encumbrances exist or will be leveraged against the equity on the above referenced properties and assets until this RLOC is paid in full. BORROWER agrees to, at BORROWERS expense, legally formalize in Canada LENDER in the 2nd security position on all properties and assets. In addition, BORROWER agrees to pay any and all proceeds from the sale of any of the above assets (minus the first position lender encumbrance) to LENDER until this RLOC is paid in full.

BORROWER guarantees this RLOC ~~both personally and~~ with all business inventory and assets owned by Compuquest 2000. BORROWER shall have the right to pay the principal and any accrued interest, in whole or in part, at any time without penalty. LENDER will provide weekly or upon request an updated accounting showing the outstanding balance of the RLOC. BORROWER will provide to LENDER upon request at any time a full set of financials and tax returns for both Aimee Bodimeade and Compuquest 2000. BORROWER will provide to LENDER upon request at any time an updated list of properties and assets. BORROWER agrees and approves any accounting professional responsible for financials, tax returns, and asset lists for both Aimee Bodimeade and Compuquest 2000 to release, discuss, and answer any inquiries regarding any and all financial reports, tax returns, and asset lists directly to / with LENDER.

LENDER may, at its sole discretion, renew this RLOC upon expiration. At any time, LENDER may terminate this RLOC. All outstanding balances are due and payable immediately upon termination.

BORROWER agrees to pay the expenses or costs incurred in any attempt to collect the amounts due pursuant to this RLOC. The parties further agree that if any legal action is necessary to enforce this RLOC, any attorney's fees that are accrued in the enforcement of this RLOC shall be recoverable by the prevailing party in any legal proceeding that is initiated to enforce the terms of this RLOC. This provision is applicable to the entire RLOC.

The parties agree that jurisdiction and venue to resolve any disputes arising out of this RLOC shall be in Campbell County, Tennessee.

BORROWER ACKNOWLEDGES AND AGREES THAT THE FOREGOING PROVISIONS HAVE BEEN READ AND ACCEPTED.

Dated: ~~December 31, 2015~~ MARCH 3, 2016

AIMEE BODIMEADE, BORROWER

~~STATE OF TENNESSEE~~ REGION OF DURHAM
~~COUNTY OF~~ PROVINCE OF ONTARIO

Sworn to and subscribed before me this 3RD day of MARCH, 2016.

[notary's signature & seal]

ANDREA ROBERTSON

My commission expires: ____________

Dated: December 31, 2015

DEAN SALEM, LENDER

STATE OF TENNESSEE
COUNTY OF Campbell

Sworn to and subscribed before me this 31st day of Dec., 2015.

[notary's signature & seal]

My commission expires: 3/30/15

REID TROUTMAN
STATE OF TENNESSEE NOTARY PUBLIC
CAMPBELL COUNTY

This is Exhibit "H" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Subject : Items for signature
Date : Monday, May 9, 2016 6:25 pm
Linked to : Gary Bodimeade
From : Dean Salem <dean@norris1.com>
To : Gary Bodimeade <garyb@cq2k.ca>
Attachments : C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\Acknowledgement and Direction.pdf;
C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\Acknowledgement re Standard Charge Terms.pdf;
C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\Guarantee.pdf;
C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\ID VERIFICATION of Individual.pdf;
C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\SCT 200033.pdf;
C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\statutory declaration.pdf;

Gary,

Attached are all the Items that reguire signature. It would help if you could sign them together as a few documents need both of you to sign. Here is the breakdown:

To be signed by Gary and notary:
1) Acknowledgement and Direction
2) Acknowledgement re Standard Charge Terms
3) SCT 200033
4) Guarantee
5) ID VERIFICATION of Individual

To be signed by Aimee and notary:
1) Acknowledgement and Direction
2) Acknowledgement re Standard Charge Terms
3) SCT 200033
4) statutory declaration
5) ID VERIFICATION of Individual

Please print copies for each of you and get them signed and over to Patrick Bennett tomorrow. Please confirm receipt and that this will be done tomorrow. Thanks-

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

ACKNOWLEDGEMENT AND DIRECTION

Re: Electronic Registration

TO: All Lawyers within the firm of Mason Bennett Johncox Professional Corporation and any and all of their designees

AND TO: Patrick G. Bennett

Re: **Salem mortgage to Bodimeade**
7472 Ashburn Road, Whitby, Ontario

This will confirm that:

1. The undersigned has reviewed the information contained on the draft document attached hereto and the information set out below, and confirm that this information is accurate;

2. You are authorized and directed to sign and register electronically on behalf of the undersigned the following document(s) which are attached hereto:

   (i) ***Charge/Mortgage of Land***

   as well as any other document(s) required to complete the transaction described above.

3. You are hereby authorized to amend the attached document(s) to the extent necessary to complete the transaction.

4. The effect of the electronic document(s) described in this Acknowledgement and Direction has been fully explained to the undersigned and the undersigned understand(s) that the undersigned are a party/parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if the undersigned had signed these document(s); and

5. The undersigned is/are in fact a party/parties named in the electronic document(s) described in this Acknowledgement and Direction and the undersigned has/have not misrepresented the identity of the undersigned to you.

6. In the event of any investigation by the Director of Land Registration appointed under subsection 6(1) of the *Registry Act* (the "**Director**") regarding suspected fraudulent or unlawful activity or registration in connection with the document(s) attached to this Acknowledgement and Direction, the undersigned hereby consents to you releasing to the Director a true copy of this Acknowledgement and Direction, upon request by the Director.

7. I, Gary Bodimeade, am the spouse of Aimee , the Chargor, and I hereby consent to the transaction described in the Acknowledgement and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

Dated this _______________ day of April, 2016

____
Aimee Lynn Bodimeade - Chargor

____
Gary Bodimeade – Guarantor & consenting spouse

____

Properties

PIN	26578 - 0082 LT	*Interest/Estate*	Fee Simple
Description	PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY		
Address	7472 ASHBURN ROAD UXBRIDGE		

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name	BODIMEADE, AIMEE LYNN Acting as an individual
Address for Service	7472 Ashburn Road, Whitby, Ontario

I am at least 18 years of age.

Gary Bodimeade is my spouse and has consented to this transaction.

This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name	SALEM, DEAN ANDREW Acting as an individual
Address for Service	c/o Norris Companies, 751 Fox Ridge Lane, Caryville, TN, USA 37714

Provisions

Principal	$ 1,000,000.00	*Currency*	CDN
Calculation Period			
Balance Due Date	On Demand		
Interest Rate			
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	See standard charge terms		
Guarantor	Gary Bodimeade		

Additional Provisions

See Schedules

Signed By

Patrick Gordon Bennett	79 Baldwin Street N. Brooklin L1M 1A4	acting for Chargor(s)	Signed	2016 04 25

Tel 905-620-4499
Fax 905-620-7738

I have the authority to sign and register the document on behalf of the Chargor(s).

File Number

Chargee Client File Number : 16-377

ADDITIONAL PROVISIONS

NON-TRANSFERABLE

Provided that in the event of the Chargor selling, conveying or transferring title or entering into any Agreements for the sale of land of the property herein to a purchaser, grantee or transferee, then all monies hereby secured together with all accrued and unpaid interest thereon shall forthwith become due and payable, at the option of the Chargee.

COLLATERAL SECURITY

This Charge is given as collateral security for all debts, obligations and liabilities that the Chargor has incurred or may incur to the Chargee pursuant to a Revolving Line of Credit Agreement (the "Agreement") made by the Chargor to the Chargee dated as of March 3, 2016. Payments on the Agreement or on this Charge shall be credited against the other, and upon payment in full of the Agreement the Chargee will at the expense of the Chargor execute a discharge of this Charge. Default under one shall constitute default under the other.

PRIOR ENCUMBRANCE

In the event that the Chargor is in default under a prior encumbrance on the property hereby charged or in payment of the realty taxes for the said Property or in the event that the insurance policy covering the Property has been cancelled or has lapsed, such default shall constitute default under the provisions of this Charge and the principal amount hereby secured shall, at the sole option of the Chargee, become immediately due and owing. The Chargee shall have the right to make periodic enquiries and to obtain statements from prior chargees and from the insurance company, all at the Chargor's expense, to confirm that the Chargor is in default hereunder.

RECEIVER

At any time after the security hereby constituted becomes enforceable, or the monies hereby secured shall have become payable, the Chargee may from time to time appoint a Receiver over the herein secured lands, with or without a Bond, and may from time to time remove the Receiver and appoint another in his/her stead. Any such Receiver appointed hereunder shall have the following powers: (i) To take possession of the charged lands, and to collect and get in the same and for such purpose to enter into and upon any lands, building and premises whatsoever and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as the Receiver shall deem necessary; (ii) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants, and others upon such terms, and with such salaries, wages, or remuneration as the Receiver shall think proper, and to repair and keep in repair the charged lands, and to do all necessary acts and things for carrying on of the business of the Chargor and the protection of the property of the Chargor; (iii) to lease any or all of the charged lands.

ENVIRONMENTAL

The Chargor represents, warrants and covenants with the Chargee that until the full balance outstanding is paid in full, the Chargor shall not permit the property to contain any contaminants, pollutants, dangerous substances, liquid wastes, industrial wastes, hazardous materials, or hazardous substances as defined in or pursuant to any applicable federal, provincial, or municipal laws, statutes or ordinances ("hereinafter referred to as Environmental Contamination"). The Chargor shall indemnify and save harmless the Chargee from and against any and all (i) liabilities, losses, claims, damages (including, without limitation, lost profits, consequential damages, interest, penalties, fees and monetary sanctions), and costs and expenses, court costs and all other out-of-pocket expenses incurred or suffered by the Mortgagee by reason of, resulting from, in connection with, or arising in any manner whatsoever out of Environmental Contamination, or related to any movement or migration of such Environmental Contamination from or to the property.

GUARANTOR

In consideration of the Chargee advancing the loan secured by the herein Charge to the Chargor, and the sum of Two ($2.00) Dollars, the receipt and sufficiency of such consideration is hereby acknowledged by all parties, the Guarantor named in this Charge does hereby covenant jointly and severally with the Chargor as principal debtor and not as surety that he will pay and truly cause to be paid to the Chargee the principal monies, interest and fees hereby secured as and when such monies fall due, and all taxes, rates, and assessments, municipal, local or parliamentary and o therwise which now or which may hereafter be imposed charged or levied upon the secured property, and the Guarantor will observe, keep, and perform the conditions and covenants herein contained by and on the part of the Chargor to be kept, performed and observed.

The Guarantor does further covenant and agree to and with the Chargee that should default be made hereunder and so often as the same may occur, the Guarantor will forthwith pay unto the Chargee the amount or amounts that may be in default and the Guarantor specifically acknowledges and agrees that the Chargee shall not be required to exhaust all or any efforts and/or remedies to collect from the Chargor prior to collecting from the Guarantor.

It is further agreed that the Chargee may at any time or times and from time to time extend the time for payment of any or all of the monies secured by this Charge or may refrain from enforcing payments thereof and may alter the terms and times of payment thereof or the rate or time of payment of interest thereon, and may release any part of the said lands or any other person liable or any other covenant or any other security, collateral or otherwise, or otherwise deal with this Charge and with the Chargor in whatsoever manner that the Chargee shall think proper from time to time without notice to the Guarantor and without the consent of the Guarantor and notwithstanding the same, the Guarantor shall remain fully liable under the foregoing covenants so long as any monies are remaining due or unpaid to the Chargee under the herein Charge. The Guarantor hereby expressly waives all notices of non-performance, non-payment, and non-observance on the part of the Chargor of the terms, covenants, and provisos contained in the within Charge.

The Guarantor acknowledges that this Charge would not have been entered into by the Chargee without the Guarantor's guarantee, and the Guarantor hereby postpones any claim that he may have against the Chargor in favour of the debt hereby guaranteed. The Guarantor hereby covenants and agrees not to accept any repayment of any debt owed to him by the Chargor until the Charge and debt hereby guaranteed has been repaid in full to the Chargee. Any funds received by the Guarantor from the Chargor prior to the full repayment of the herein Charge and debt to the Chargee shall be deemed to be trust funds received by the Guarantor in trust for the benefit of the Chargee.

The foregoing shall be binding upon the Guarantor, his heirs, executors, administrators, successors and assigns, and shall enure to the benefit of and be enforceable by the Chargee, the Chargee's successors and assigns.

ACKNOWLEDGMENT

TO: Dean Andrew Salem

RE: Bodimeade second collateral mortgage to Salem
7472 Ashburn Road, Whitby

We, the undersigned, being the mortgagor and the guarantor in the above transaction, hereby acknowledge receiving a copy of Standard Charge Terms No. 200033 before signing the above charge or mortgage, and we understand that the said Standard Charge Terms are incorporated by reference into such charge or mortgage.

DATED at Whitby, this day of , 2016.

____
Aimee Lynn Bodimeade

____
Gary Bodimeade

GUARANTEE

For valuable consideration, I, the undersigned Guarantor agree with **Dean Andrew Salem** as follows:

1. **Chargor's Name**. The name of the chargor whose loan I am guaranteeing is:

Aimee Lynn Bodimeade, (the "Chargor")

2. **Guarantee**. I guarantee payment to the Chargee of all of the Chargor's Loan of $1,000,000.00 (the "Loan"). Said loan is secured by a charge (the "Charge") against 7472 Ashburn Road, Whitby (the "Property") all pursuant to an Agreement between the Chargee and the Chargor (the "Agreement") which Agreement may be amended, extended or renewed from time to time.

IN CONSIDERATION of the premises and of the Chargee advancing the said money to the Chargor, the Guarantor doth hereby absolutely and unconditionally guarantee to all principal moneys, interest and other moneys owing on the security of this Charge, and the Guarantor himself, his heirs, executors and administrators, covenants with the moneys payable hereunder, he will pay all such moneys to the Chargee without any demand being required to be made.

AND it is hereby expressly declared that although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, yet as between the Guarantor and the Chargee the Guarantor shall be considered as primarily liable therefor and that no release or releases of any portion or portions of the charged premises and no indulgence shown by the Chargee in respect of any default by the Chargor or any successor which may arise under this Charge, and that no extension or extensions granted by the Chargee to the Chargor or any successor for payment of the Charge moneys hereby secured or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed or performed by the Chargor or any successor nor any variation in or departure from the provisions of this Charge nor any dealings between the Chargor or any successor and Chargee nor any release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before default and after as before maturity of this Charge, including any future renewals with or without an increased rate of interest, until the said Charge moneys are fully paid and satisfied. And it is hereby further expressly declared that the Chargee shall not be bound to exhaust its recourse against the Chargor or the Charged premises before being entitled to payment from the Guarantor or the amount hereby guaranteed by the Guarantor.

ANY payment by the Guarantor of any money under his said guarantee shall not in any event be taken to affect the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies by subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by such Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the charged premises in competition with the Chargee and shall not unless and until the whole of the principal, interest and other moneys owing on the security of this Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

PROVIDED further that any failure on the part of the Chargee to perfect, maintain or enforce its rights whether due to default, negligence or otherwise on the part of the Chargee with respect to this Charge or any other security granted to the Chargee relating to the within Charge, shall not prejudice the Chargee with respect to its rights pursuant to this guarantee and shall not discharge or limit or lessen the liability of the Guarantor pursuant to the terms hereof.

THE Chargee may vary any agreement or arrangement with the Guarantor and grant extensions of time to or otherwise deal with him, his executors or administrators, without any consent on the part of the Chargor.

AND it is further hereby expressly agreed that if there is more than one Guarantor, all covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be joint and several and wherever the singular has been used the plural shall be deemed to be substituted as the context requires.

AND it is further hereby expressly declared that the release of any of the Guarantors from their liability hereunder shall not affect the liability of the remaining Guarantor or Guarantors which shall remain unimpaired and still in full force and effect as if the Guarantor or Guarantors so released had not been a party or parties of the Charge.

ALL covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his heirs, executors, administrators and assigns, or successors and assigns as the case may be, and all such covenants and liabilities and obligations shall be joint and several.

DATED at Whitby, this   day of   , 2016.

____

Gary Bodimeade

IDENTIFICATION VERIFICATION DOCUMENT

We require that you ascertain the identity of the person(s) who is/are authorized to instruct us on behalf of the corporation and who is/are signing the purchase documents. These person(s) is/are required to be physically present at the time you ascertain identity. These person(s) must present to you for examination:

1. One piece of "Primary Identification" (Canadian Passport, Driver's Licence, Permanent Resident Card, Certificate of Indian Status issued by Government of Canada) and one piece of "Secondary Identification" (Birth Certificate issued in Canada, Major Credit Card (e.g., VISA, Mastercard, Amex issue by a well-known and reputable Canadian financial institution, with the individual's name embossed on the card and their signature), Social Insurance Number (SIN) card issued by the Government of Canada); or
2. Two pieces of "Primary Identification"

All identification must be original, legible, unexpired, and shows the name of the person whose identity is being verified, the number of the document, the name of the issuing authority, the date of issue and a photograph of the person (Primary Identification). For individuals, you must record below the following information:

Full Name:

Position in Corporation (if applicable):

Phone number:

email:

Particulars of the Acceptable Identification (as defined above) produced to you by the individual; or

Particulars of the Acceptable Identification (as defined above) produced by the person(s) who is/are authorized to instruct us on behalf of the corporation and who is/are signing the purchase documents:

Identification Viewed:

Type ________________ Number _______________ Place of Issue_____________

Identification Viewed:

Type ________________ Number________________ Place of Issue_____________

I hereby certify to Mason Bennett Johncox Professional Corporation that I met with ______ ____ on ___________________, 2016 and verified this person's identity by examining the originals of this person's Primary Identification and, if applicable, Secondary Identification, of which photocopies are attached to this page. The photograph(s) in the Primary Identification is a true likeness of the said person and to the best of my knowledge and belief, the Primary Identification and, if applicable, Secondary Identification that I examined are valid and unexpired.

Attested to me at   on   , 2016.

____
Signature of Lawyer/Notary Public

Name: __________________________
(please print)

Address: __________________________
(please print)

Telephone Number: __________________________

Land Registration Reform Act

DYE & DURHAM CO. INC.
Form No. 3000

SET OF STANDARD CHARGE TERMS

(Electronic Filing)

Filed by
Dye & Durham Co. Inc.

Filing Date: November 3, 2000

Filing number: 200033

The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.4 as amended (the " Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this Set of Standard Charge Terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions in the schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge".

Exclusion of Statutory Covenants

1. The implied covenants deemed to be included in a charge under subsection 7(1) of the *Land Registration Reform Act* as amended or re-enacted are excluded from the Charge.

Right to Charge the Land

2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.

No Act to Encumber

3. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose.

Good Title in Fee Simple

4. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

Promise to Pay and Perform

5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

Interest After Default

6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.

No Obligation to Advance

7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

Costs Added to Principal

8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.

Power of Sale

9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly

one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

Quiet Possession

10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.

Right to Distrain

11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

Further Assurances

12. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.

Acceleration of Principal and Interest

13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.

Unapproved Sale

14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.

Partial Releases

15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.

Obligation to Insure

16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

Obligation to Repair

17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

Building Charge

18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.

Extensions not to Prejudice

19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

No Merger of Covenants

20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.

Change in Status

21. Immediately after any change or happening affecting any of the following, namely: *(a)* the spousal status of the Chargor, *(b)* the qualification of the land as a family residence within the meaning of Part II of the *Family Law Act,* and *(c)* the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act.* In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of *(a)*, *(b)* and *(c)* above as the Chargee may from time to time request.

Condominium Provisions

22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Chargor's rights under the Act to vote, consent and dissent.

Discharge

23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.

Guarantee

24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:

(a) In consideration of the Chargee advancing all or part of the Principal Amount to the Chargor, and in consideration of the sum of TWO DOLLARS ($2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.

(b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.

(c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

(d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.

(e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation

26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings

27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge

28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge

29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

DATED this day of ,
(year)

Signature:

Aimee Bodimeade

Signature:

Gary Bodimeade

IN THE MATTER OF a mortgage (charge) from Aimee Lynn Bodimeade in favour of Dean Andrew Salem on the premises municipally known as 7472 Ashburn Road, Whitby

I, Aimee Lynn Bodimeade, SOLEMNLY DECLARE that:

1. I am the mortgagor in the above-described transaction and have knowledge of the matters hereinafter deposed to.

2. I am the absolute owner of the above mentioned lands and either personally or by my tenants have been in actual, peaceable, continuous, exclusive, open, undisturbed and undisputed possession and occupation thereof, and of the buildings used in connection therewith throughout my period of ownership of the property.

3. I am not aware of any person or corporation having any claim or interest in the said lands or any part thereof adverse to or inconsistent with registered title and am positive that none exists.

4. Possession and occupation of the above lands by me have been undisturbed throughout by any action, suit or other proceedings or adverse possession or otherwise on the part of any person whomsoever and during such possession and occupation, no payment has ever been made or acknowledgment of title given by the undersigned, or, so far as I know, by anyone else, to any person in respect of any right, title, interest or claim upon the said lands.

5. To the best of my knowledge and belief, the buildings used in connection with the premises are situate wholly within the limits of the lands above described, and there is no dispute as to the boundaries of the said lands. Except as may be registered on title, I have never heard of any claim of easement affecting the lands, either for light, drainage, or right of way or otherwise.

6. I do not retain the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment with respect to any land abutting the lands being mortgaged or charged in the subject transaction.

7. I am not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act (Canada) and nor will I be a non-resident of Canada at the time of closing.

8. There is not currently and nor has there been within the past 45 days, any construction, alterations, renovations improvements or building materials supplied to the subject property.

9. The proceeds of this mortgage will not be used to finance any construction, alterations, renovations or improvements to the subject property or to repay a mortgage which was taken out for this purpose.

10. All realty taxes on the subject property have been paid in full for 2015 and there are no realty taxes in arrears for 2016. Charges for local improvements (if any) are paid to date.

11. To the best of my knowledge and belief, there are no Writs of Execution in the hands of the local Sheriff affecting any part of the Property.

12. All utilities including gas, hydro, water and sewer services have been paid to date.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me	}	
at the	}	
in the Regional Municipality	}	
of Durham	}	
this day of	}	______________________________
2016.	}	Aimee Lynn Bodimeade

A COMMISSIONER, ETC.

This is Exhibit "I", referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Subject : re: Bodimeade and Compuquest2000
Date : Tuesday, May 17, 2016 9:16 am
Linked to : Andrea Robertson (Gary Bodimeade)
From : Dean Salem <dean@norris1.com>
To : Andrea Robertson <andrearobertson27@yahoo.ca>

Ms. Robertson,

Mrs. Bodimeade has recieved the paperwork from Mr. Bodimeade to secure the debt on the Whitby property per the agreement executed by Mrs. Bodimeade. Since Mr. Bodimeade is not on the title for the home, it is necessary that Mrs. Bodimeade execute these documents. The problems with Compuquest 2000 were caused by the interruption in supply and revenue due to the delay in signing the agreement. Now, as Mr. Bodimeade is trying to re-launch his business, he is once again facing interruption in supply and revenue due to Mrs. Bodimeade's delay in executing the security documents already agreed to.

The total amount due is US$803,585.49. No additional advances have been made.
Please confirm when I can expect the security documents to be executed and returned.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM
---------------------- **Original Message** ----------------------

From: Andrea Robertson <andrearobertson27@yahoo.ca>
To: Dean Salem <dean@norris1.com>
Cc:
Date: Mon, 16 May 2016 16:25:08 +0000 (UTC)
Subject: **Bodimeade and Compuquest2000**

Mr. Salem,

Please provide documentation showing the amounts owing to Norris Technologies up to April 28, 2016, which I understand is the date that Compuquest2000 ceased operations. Please also provide any amounts, if any, advanced after this date.

Yours truly,

Andrea Robertson
ROBERTSON, MUNRO
Barristers and Solicitors
212-304 Toronto St. S.,
Uxbridge, ON L9P 1Y2
Tel: 905-862-2777; Fax: 905-862-2391
email: andrearobertson27@yahoo.ca

This is Exhibit "J" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

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Yours truly,

Andrea Robertson
ROBERTSON, MUNRO
Barristers and Solicitors
212-304 Toronto St. S.,
Uxbridge, ON L9P 1Y2
Tel: 905-862-2777; Fax: 905-862-2391
email: andrearobertson27@yahoo.ca

This is Exhibit "K" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

District of Ontario
Division No. 09 - Toronto
Court No. 31-OR-208154-T
Estate No. 31-458133

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE	)	WEDNESDAY, THE 25 DAY
	)	
JUSTICE F. NEWBOULD	)	OF MAY, 2016

IN THE MATTER OF THE BANKRUPTCY OF
GARY WAYNE BODIMEADE,
of the Town of Whitby, in the Region of Durham,
in the Province of Ontario

BANKRUPTCY ORDER

Upon the application of Canadian Imperial Bank of Commerce ("**CIBC**"), a creditor, having an office in the City of Toronto, in the Province of Ontario, issued on the 3rd day of May 2016, and upon reading the Application for Bankruptcy Order, the Affidavit of Verification of Douglas MacLaine sworn the 3rd day of May 2016, the Consent of Grant Thornton Limited ("**GTL**") to act as trustee of the property of Gary Wayne Bodimeade (the "**Debtor**"), the consent of the Debtor, and upon hearing submissions of counsel for CIBC and such other parties as were present, and it appearing to the Court that the following act of bankruptcy has been committed:

(a) that the Debtor ceased to meet its liabilities generally as they became due, in that it has failed to pay its obligations to the applicant creditor CIBC;

1. **THIS COURT ORDERS** that the Debtor be adjudged bankrupt, and a bankruptcy order is hereby made against the Debtor on this date.

2. **THIS COURT ORDERS** that GTL, of the City of Toronto in the Province of Ontario, be appointed as trustee of the estate of the bankrupt Debtor.

3. **THIS COURT ORDERS** that the trustee give security in an amount to be fixed by the Official Receiver pursuant to subsection 16(1) of the *Bankruptcy and Insolvency Act* (Canada).

4. **THIS COURT ORDERS** that the costs of the applicant CIBC be paid out of the assets of the estate of the bankrupt Debtor on taxation thereof.

District of Ontario
Division No. 09 - Toronto
Court No. 31-OR-208154-T
Estate No. 31-458133

TO: Gary Wayne Bodimeade, the debtor
7475 Ashburn Road
Whitby, ON L1M 1L4

TAKE NOTICE that Gary Wayne Bodimeade, the bankrupt named herein, are required, pursuant to section 158 of the *Bankruptcy and Insolvency Act*, to attend at the office of the Official Receiver, at 25 St. Clair Avenue West, Toronto on __________, 2016, at ______ [a.m.][p.m.] [o'clock in the ______noon], there to answer such questions with respect to your conduct, the causes of your bankruptcy and the disposition of your property as may be put by the Official Receiver, and take notice that if you fail to present yourself for examination, the court may by warrant cause you to be apprehended and brought up for examination and may order you to be imprisoned for a term not exceeding three years.

DATED at Toronto this _______ day of _____________, 2015.

____
Official Receiver

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
GARY WAYNE BODIMEADE
of the Town of Whitby, in the Region of Durham, in the Province of Ontario

BANKRUPTCY ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff (LSUC # 31871V)
Miranda Spence (LSUC # 60621M)

Tel: 416.863.1500
Fax: 416.863.1515

Lawyers for Canadian Imperial Bank of Commerce

District of Ontario
Division No. 09 - Toronto
Court No. 31-OR-208155-T
Estate No. 31-458130

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE	) WEDNES DAY, THE 25 DAY
	)
JUSTICE F NEWBOULD	) OF MAY, 2016

IN THE MATTER OF THE BANKRUPTCY OF
1299746 ONTARIO INC. o/a COMPUQUEST2000
of the City of Pickering, in the Region of Durham,
in the Province of Ontario

BANKRUPTCY ORDER

Upon the application of Canadian Imperial Bank of Commerce ("**CIBC**"), a creditor, having an office in the City of Toronto, in the Province of Ontario, issued on the 3RD day of May 2016, and upon reading the Application for Bankruptcy Order, the Affidavit of Verification of Douglas MacLaine sworn the 3rd day of May 2016, the Order of the Honourable Justice Newbould dated May 17, 2016, the Consent of Grant Thornton Limited ("**GTL**") to act as trustee of the property of 1299746 Ontario Inc. o/a CompuQuest2000 (the "**Debtor**"), the consent of GTL in its capacity as the Court-appointed receiver of the Debtor to the issuance of a Bankruptcy Order in respect of the Debtor, and upon hearing submissions of counsel for CIBC and such other parties as were present, and it appearing to the Court that the following act of bankruptcy has been committed:

(a) that the Debtor ceased to meet its liabilities generally as they became due, in that it has failed to pay its obligations to the applicant creditor CIBC;

1. **THIS COURT ORDERS** that the Debtor be adjudged bankrupt, and a bankruptcy order is hereby made against the Debtor on this date.

2. **THIS COURT ORDERS** that GTL, of the City of Toronto in the Province of Ontario, be appointed as trustee of the estate of the bankrupt Debtor.

3. **THIS COURT ORDERS** that the trustee give security in an amount to be fixed by the Official Receiver pursuant to subsection 16(1) of the *Bankruptcy and Insolvency Act* (Canada).

4. **THIS COURT ORDERS** that the costs of the applicant CIBC be paid out of the assets of the estate of the bankrupt Debtor on taxation thereof.

____

District of Ontario
Division No. 09 - Toronto
Court No. 31-OR-208155-T
Estate No. 31-458130

TO: 1299746 Ontario Inc. o/a CompuQuest2000, the debtor
1935 Silicone Drive
Pickering, ON L1W 3V7

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
1299746 ONTARIO INC o/a COMPUQUEST2000
of the City of Pickering, in the Region of Durham, in the Province of Ontario

TAKE NOTICE that Gary Wayne Bodimeade, President of the bankrupt named herein, is required, pursuant to section 159 of the *Bankruptcy and Insolvency Act*, to attend at the office of the Official Receiver, at 25 St. Clair Avenue West, Toronto on __________, 2015, at ______ [a.m.][p.m.] [o'clock in the ______noon], there to answer such questions with respect to the conduct of the bankrupt corporation, the causes of its bankruptcy and the disposition of its property as may be put by the Official Receiver, and take notice that if you fail to present yourself for examination, the court may by warrant cause you to be apprehended and brought up for examination and may order you to be imprisoned for a term not exceeding three years.

DATED at Toronto this _______ day of _____________, 2015.

____
Official Receiver

BANKRUPTCY ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff (LSUC # 31871V)
Miranda Spence (LSUC # 60621M)

Tel: 416.863.1500
Fax: 416.863.1515

Lawyers for Canadian Imperial Bank of Commerce

This is Exhibit "L" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE
NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Court File No.
CV-16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

(Court Seal)

DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

AMENDED NOTICE OF APPLICATION

TO THE RESPONDENT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing on August 9, 2016, at 10:00 a.m., at 393 University Avenue, 10th Floor, Toronto ON M5G 1E6.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, servê it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO

OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date June 22/2014 Issued by Ashley Miller
Local Registrar

Address of court office: 393 University Avenue, 10th Floor
Toronto ON M5G 1E6

TO: Aimee Bodimeade
7472 Ashburn Road
Whitby, ON
L1M 2E8

APPLICATION

1. The Applicants, Dean Salem and Norris Technologies LLC, makes an Application for:

   (a) A Declaration that the Applicants maintain an interest in the property municipally known as 7472 Ashburn Road, Whitby, Ontario L1M 2E8, legally described as follows:

      PIN 26578-0082 LT

      PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY (the "**Property**")

   (b) An Order directing the Registrar of Land Titles to permit the Applicants to register a charge/mortgage bearing standard charge terms 200033, in the amount of $1,000,000 on title to the Property;

   (c) In the alternative to paragraph 1(b) above, an Order directing the Respondent, Aimee Bodimeade, to execute the documents required in order to enable the Applicants to register a charge/mortgage, bearing standard charge terms 200033, in the amount of $1,000,000, on title to the Property;

   (d) <u>A certificate of pending litigation against the Property;</u>

   (e) the costs of this proceeding, plus all applicable taxes; and

   (f) Such further and other Relief as to this Honourable Court may seem just.

2. The grounds for the Application are:

(a) In January 2011, the Applicants agreed to provide a revolving line of credit to the Respondent, her then husband Gary Bodimeade and 1299746 Inc. o/a Compuquest 2000 ("**Compuquest**") in cash and equipment in an amount up to $1,500,000.

(b) On March 3, 2015, the Respondent executed an agreement dated December 31, 2016, with her counsel Andrea Robertson as notary, in consideration for the continued provision of the revolving line of credit, wherein she agreed to pledge collateral as security for the revolving line of credit.

(c) Pursuant to the agreement, the Respondent and Compuquest agreed to pay to the Applicants, all outstanding balances on the revolving line of credit, payable on demand no later than December 31, 2016. The Respondent and Compquest further agreed to secure their obligation to pay the revolving line of credit with any and all equity available in certain personal property and real property owned by the Respondent and Compuquest.

(d) In the agreement, the Respondent and Compuquest agreed to, at their expense, legally formalize in Canada the Applicants in the 2nd secured position on all properties and assets.

(e) The Property was listed in the agreement as one of the properties over which the Respondent would grant the Applicants a collateral mortgage.

(f) On or about May 9, 2016, Mr. Salem sent Gary Bodimeade the documents that needed to be executed by the Respondent in order to register the collateral mortgage. Mr. Bodimeade provided the documents to the Respondent

(g) On May 16, 2016, Mr. Salem received an email from Andrea Robertson, counsel for the Respondent, asking for documentation demonstrating the outstanding amounts owing to the Applicants up to April 28, 2016, the date Compuquest ceased operations.

(h) On May 17, 2016, Mr. Salem responded to Ms. Robertson advising that Mr. Bodimeade had already provided the Respondent with the documents needed to register the collateral mortgage and advised that the total amount owing on the revolving line of credit as at that date was $803,585.49, and that no additional advances had been made.

(i) Nothing has been heard from the Respondent or her counsel since Mr. Salem's May 17, 2016 email.

(j) Rule 14.05 of the *Rules of Civil Procedure*; and

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

3. The following documentary evidence will be used at the hearing of the Application:

(a) The affidavit of Dean Salem, to be sworn, and the exhibits attached thereto;

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

June 22, 2016

FOGLER, RUBINOFF LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

David W. Levangie (LSUC# 57180I)
Tel: 416.864.7603
Fax: 416.941.8852
dlevangie@foglers.com

Lawyers for the Applicants

DEAN SALEM and NORRIS TECHNOLOGIES LLC -and- AIMEE BODIMEADE
Applicants Respondent

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

FOGLER, RUBINOFF LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

David W. Levangie (LSUC# 57180I)
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Fax: 416.941.8852

Lawyers for the Applicants

This is Exhibit "M" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

(Court Seal)

DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

MOTION RECORD
(Returnable June 30, 2016)

Date: June 30, 2016

FOGLER, RUBINOFF LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

David W. Levangie (LSUC# 57180I)
Tel: 416.864.7603
Fax: 416.941.8852
dlevangie@foglers.com

Lawyers for the Applicants

TO: **AIMEE BODIMEADE**
7472 Ashburn Road
Whitby ON L1M 2E8

Respondent

Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

(Court Seal)

DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

INDEX

Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

(Court Seal)

DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

NOTICE OF MOTION

THE Applicants will make a motion, without notice, to the court on Thursday, June 30, 2016, at 10:00 a.m., or soon after that time as the motion can be heard, at 393 University Ave., 10th Floor, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard

☐	in writing under subrule 37.12.1(1) because it is (*insert one of* on consent, unopposed *or* made without notice);
☐	in writing as an opposed motion under subrule 37.12.1(4);
☒	orally.

THE MOTION IS FOR:

1. An order directing the Registrar to issue a Certificate of Pending Litigation for registration against the property described in Schedule "A" and known municipally as 7472 Ashburn Road, Whitby, Ontario L1M 2E8.

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

THE GROUNDS FOR THE MOTION ARE:

1. In January 2011, the Applicants agreed to provide a revolving line of credit to the Respondent, her then husband Gary Bodimeade and 1299746 Inc. o/a Compuquest 2000 ("**Compuquest**") in cash and equipment in an amount up to $1,500,000.

2. On March 3, 2015, the Respondent executed an agreement dated December 31, 2016, with her counsel Andrea Robertson as notary, in consideration for the continued provision of the revolving line of credit, wherein she agreed to pledge collateral as security for the revolving line of credit.

3. Pursuant to the agreement, the Respondent and Compuquest agreed to pay to the Applicants, all outstanding balances on the revolving line of credit, payable on demand no later than December 31, 2016. The Respondent and Compquest further agreed to secure their obligation to pay the revolving line of credit with any and all equity available in certain personal property and real property owned by the Respondent and Compuquest.

4. In the agreement, the Respondent and Compuquest agreed to, at their expense, legally formalize in Canada the Applicants in the 2nd secured position on all properties and assets.

5. The Property was listed in the agreement as one of the properties over which the Respondent would grant the Applicants a collateral mortgage.

6. On or about May 9, 2016, Mr. Salem sent Gary Bodimeade the documents that needed to be executed by the Respondent in order to register the collateral mortgage. Mr. Bodimeade provided the documents to the Respondent

7. On May 16, 2016, Mr. Salem received an email from Andrea Robertson, counsel for the Respondent, asking for documentation demonstrating the outstanding amounts owing to the Applicants up to April 28, 2016, the date Compuquest ceased operations.

8. On May 17, 2016, Mr. Salem responded to Ms. Robertson advising that Mr. Bodimeade had already provided the Respondent with the documents needed to register the collateral mortgage and advised that the total amount owing on the revolving line of credit as at that date was $803,585.49, and that no additional advances had been made.

9. Nothing has been heard from the Respondent or her counsel since Mr. Salem's May 17, 2016 email.

10. Rule 42 of the *Rules of Civil Procedure*; and

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

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

1. The Affidavit of Dean Salem sworn June 23, 2016;
2. The Affidavit of Nivia Gomes sworn June 29, 2016; and

3. Such further and other material as counsel may advise and this Honourable Court permit.

Date: June 30, 2016

FOGLER, RUBINOFF LLP
Lawyers
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TD Centre North Tower
Toronto, ON M5K 1G8

David W. Levangie (LSUC# 57180I)
Tel: 416.864.7603
Fax: 416.941.8852
dlevangie@foglers.com

Lawyers for the Applicants

TO: **AIMEE BODIMEADE**
7472 Ashburn Road
Whitby ON L1M 2E8

Respondent

Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

(Court Seal)

DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

CERTIFICATE OF PENDING LITIGATION

I CERTIFY that in this proceeding an interest in the following land is in question:

Legal Description: PIN 26578-0082 LT

PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY

Municipally known as 7472 Ashburn Road, Whitby, Ontario L1M 2E8.

This Certificate is issued under an Order of the Court made on Thursday, June 30, 2016.

Local Registrar

Address of Court Office:
393 University Avenue
Toronto, Ontario

DEAN SALEM et al. Applicants	-and-	AIMEE BODIMEADE Respondent

Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

CERTIFICATE OF PENDING LITIGATION

FOGLER, RUBINOFF LLP
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Tel: 416.864.7603
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Lawyers for the Applicants

6

DEAN SALEM et al. Applicants	-and-	AIMEE BODIMEADE Respondent

Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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Tel: 416.864.7603
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Lawyers for the Applicants

Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

(Court Seal)

DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

AFFIDAVIT OF DEAN SALEM

I, Dean Salem, of the County of Campbell, in the State of Tennessee in the United States of America, MAKE OATH AND SAY:

1. I am the personal Applicant in this application and therefore have knowledge of the matters hereinafter deposed. To the extent that I refer to any information that is not within my personal knowledge, I have stated the source of the information and verily believe such information to be true.

2. I am an individual ordinarily resident in the County of Campbell, in the State of Tennessee in the United States of America.

3. The corporate Applicant, Norris Technologies LLC, ("**Norris**"), is an LLC (Limited Liability Company) registered pursuant to the laws of the State of Tennessee.

4. The Respondent, Aimee Bodimeade ("**Mrs. Bodimeade**"), is an individual ordinarily resident in the City of Whitby, in the Province of Ontario.

5. In January 2011, Norris and I agreed to provide a revolving line of credit to Mrs. Bodimeade, her then husband Gary Bodimeade and 1299746 Inc. o/a Compuquest 2000 ("**Compuquest**") in cash and equipment in an amount up to $1,500,000.

6. On March 3, 2016, Mrs. Bodimeade executed an agreement dated December 31, 2015, with her counsel, Andrea Robertson, acting as commissioner, in consideration for the continued provision of the revolving line of credit, wherein she agreed to pledge collateral as security for the revolving line of credit (the "**Agreement**"). Attached hereto and marked as **Exhibit "A"** is a copy of the Agreement dated December 31, 2015 and executed March 3, 2016.

7. Pursuant to the Agreement, Mrs. Bodimeade and Compuquest agreed to pay Norris and myself, all outstanding balances on the revolving line of credit, payable on demand no later than December 31, 2016. Ms. Bodimeade and Compquest further agreed to secure their obligation to pay the revolving line of credit with any and all equity available in certain personal property and real property owned by Ms. Bodimeade and Compuquest, as detailed in the Agreement.

8. In the Agreement, Mrs. Bodimeade and Compuquest agreed to, at their expense, legally formalize, in Canada, Norris and myself in the 2nd secured position on all properties and assets.

9. Among the properties listed in the Agreement over which Ms. Bodimeade agreed to grant security was the property municipally known as 7472 Ashburn Road, Whitby, Ontario L1M 2E8, legally described as follows:

PIN 26578-0082 LT

PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY (the "**Property**")

Attached hereto and marked as **Exhibit "B"** is a copy of the parcel registry for the Property.

10. On April 25, 2016, Patrick Bennett, counsel for Dean Salem, sent a letter to Andrea Robertson, counsel for Aimee Bodimeade, requesting the required information to formalize the mortgage on the property. Ms. Robertson did not respond to the letter. Attached hereto and marked as **Exhibit "C"** is a copy of the letter sent to Ms. Robertson.

11. On or about May 9, 2016, I sent Gary Bodimeade the documents that needed to be executed by Ms. Bodimeade in order to register the collateral mortgage. I am advised by Mr. Bodimeade and verily believe that he provided the documents to Ms. Bodimeade. Attached **hereto and marked as Exhibit "D" is a copy of the email and documents attached thereto sent to** Mrs. Bodimeade.

12. On May 16, 2016, I received an email from Andrea Robertson, counsel for Ms. Bodimeade, asking for documentation demonstrating the outstanding amounts owing to the Norris and myself up to April 28, 2016, the date Compuquest ceased operations. Attached hereto and marked as **Exhibit "E"** is a copy of the May 16, 2016 email from Andrea Robertson.

13. On May 17, 2016, I responded to Ms. Robertson advising that Mr. Bodimeade had already provided Ms Bodimeade with the documents needed to register the collateral mortgage and advised that the total amount owing on the revolving line of credit as at that date was $803,585.49, and that no additional advances had been made. Attached hereto and marked as **Exhibit "F"** is a copy of the May 17, 2016 email.

14. Nothing has been heard from Ms. Bodimeade or her counsel since my May 17, 2016 email.

15. Compuquest and Mr. Bodimeade were both petitioned into bankruptcy on May 25, 2016. Attached hereto and marked as **Exhibit "G"** is a copy of the May 25, 2016 Bankruptcy orders.

16. I am concerned that Ms. Bodimeade may suffer the same fate, or that Ms. Bodimeade may convey, or refinance the Property despite our written agreement that Norris and I would be secured in 2nd position on the Property.

17. I therefore verily believe that Norris and I have an interest in the aforesaid Property. A true copy of the Notice of Application in this proceeding is attached hereto as **Exhibit "H"**.

18. I therefore make this affidavit in support of the relief set out in the Applicants' Notice of Motion dated June 28, 2012, and for no other or improper purpose or motive.

SWORN before me at the
County of Campbell,
in the State of Tennessee,
this 23rd day of June, 2016.

A Commissioner for taking affidavits.
Kelli Thompson

DEAN SALEM

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

This is **Exhibit "A"**
referred to in the
Affidavit of Dean Salem,
sworn June 23, 2016.

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE
OF
TENNESSEE
NOTARY
PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

REVOLVING LINE OF CREDIT

$1,500,000.00 Caryville, TN

December 31, 2015

FOR VALUE RECEIVED, Dean Salem and Norris Technologies, LLC ("LENDER") agrees to provide a Revolving Line of Credit ("RLOC") to Aimee Bodimeade and Compuquest 2000 ("BORROWER") in cash and computer related equipment in an amount up to One Million Five Hundred Thousand Dollars ($1,500,000.00). BORROWER and LENDER acknowledge that this RLOC was originally established in January 2011. This document serves to formalize the agreement and establish BORROWERS collateral pledged as LENDER's security. BORROWER hereby promises to pay to LENDER all outstanding balances on the RLOC until paid in full ($0 Balance), payable upon demand no later than December 31, 2016.

BORROWER agrees to secure ~~his~~ her obligation to pay this RLOC with any and all of the equity available in the following properties and assets:

Asset / Property	1st Mortgage (C$)	END DATE (est)	ORIG PRICE	Currency	MONTLY PMT	PROJECTED SALE VALUE
SPORT CHASSIS	75,775.23	6/1/2017	176,095.00	USD	2,423.44	105,000.00
PEGASUS	31,727.92	10/1/2017	84,737.00	USD	1,623.54	42,000.00
~~KING AIRE~~	~~361,909.52~~	~~3/1/2018~~	~~913,000.00~~	~~USD~~	~~9,488.07~~	~~550,000.00~~
GREYHAWK	55,192.91	3/1/2018	85,000.00	USD	1,985.35	103,000.00
1935 Silicone Dr, Pickering, ON L1W3V7	3,200,000.00	1/1/2038	3,200,000.00	CD$	19,600.00	3,900,000.00
7472 Ashburn Rd, Whitby, ON L1M2E8	1,000,000.00	1/1/2020		CD$	3,860.00	3,100,000.00

BORROWER certifies that all assets are part of a marital estate and that BORROWER is 50% owner of said properties and assets. The estimated value of the properties and assets as of December 31, 2015 is as stated above. Regarding the property at 7472 Ashburn Rd, BORROWER commits and LENDER accepts a maximum collateral of CDN ~~US~~$1,000,000.00 on BORROWER's behalf. All other assets listed are collateralized at their full value less the 1st mortgage or lien. BORROWER further certifies that no additional loans, mortgages, or encumbrances exist or will be leveraged against the equity on the above referenced properties and assets until this RLOC is paid in full. BORROWER agrees to, at BORROWERS expense, legally formalize in Canada LENDER in the 2nd security position on all properties and assets. In addition, BORROWER agrees to pay any and all proceeds from the sale of any of the above assets (minus the first position lender encumbrance) to LENDER until this RLOC is paid in full.

BORROWER guarantees this RLOC ~~both personally and~~ with all business inventory and assets owned by Compuquest 2000. BORROWER shall have the right to pay the principal and any accrued interest, in whole or in part, at any time without penalty. LENDER will provide weekly or upon request an updated accounting showing the outstanding balance of the RLOC. BORROWER will provide to LENDER upon request at any time a full set of financials and tax returns for both Aimee Bodimeade and Compuquest 2000. BORROWER will provide to LENDER upon request at any time an updated list of properties and assets. BORROWER agrees and approves any accounting professional responsible for financials, tax returns, and asset lists for both Aimee Bodimeade and Compuquest 2000 to release, discuss, and answer any inquiries regarding any and all financial reports, tax returns, and asset lists directly to / with LENDER.

LENDER may, at its sole discretion, renew this RLOC upon expiration. At any time, LENDER may terminate this RLOC. All outstanding balances are due and payable immediately upon termination.

BORROWER agrees to pay the expenses or costs incurred in any attempt to collect the amounts due pursuant to this RLOC. The parties further agree that if any legal action is necessary to enforce this RLOC, any attorney's fees that are accrued in the enforcement of this RLOC shall be recoverable by the prevailing party in any legal proceeding that is initiated to enforce the terms of this RLOC. This provision is applicable to the entire RLOC.

The parties agree that jurisdiction and venue to resolve any disputes arising out of this RLOC shall be in Campbell County, Tennessee.

BORROWER ACKNOWLEDGES AND AGREES THAT THE FOREGOING PROVISIONS HAVE BEEN READ AND ACCEPTED.

Dated: ~~December 31, 2015~~ MARCH 3, 2016

AIMEE BODIMEADE, BORROWER

~~STATE OF TENNESSEE~~ REGION OF DURHAM
~~COUNTY OF~~ PROVINCE OF ONTARIO.

Sworn to and subscribed before me this 3RD day of MARCH, 2016.

[notary's signature & seal]

ANDREA ROBERTSON

My commission expires: __________

Dated: December 31, 2015

DEAN SALEM, LENDER

STATE OF TENNESSEE
COUNTY OF Campbell

Sworn to and subscribed before me this 31st day of Dec., 2015.

[notary's signature & seal]

My commission expires: 3/30/19

REID TROUTMAN
STATE OF TENNESSEE NOTARY PUBLIC
CAMPBELL COUNTY

This is **Exhibit "B"**
referred to in the
Affidavit of Dean Salem,
sworn June 23, 2016

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Ontario ServiceOntario

LAND REGISTRY OFFICE #40

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

26578-0082 (LT)

PREPARED FOR JHampell
ON 2016/06/22 AT 21:05:34

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 26578-0171

PIN CREATION DATE:
2000/04/07

OWNERS' NAMES
BODIMEADE, AIMEE LYNN

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1998/03/09 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 2000/04/07						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2000/04/07 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2000/04/10 **						
D144416	1982/09/21	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	CHIN-A-LOY, JAMES CECIL CHIN-A-LOY, CAROL JOSEPHINE	
D532816	1999/04/14	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CHIN-A-LOY, JAMES CECIL CHIN-A-LOY, CAROL JOSEPHINE	CANADIAN IMPERIAL BANK OF COMMERCE	
D533048	1999/04/20	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CHIN-A-LOY, JAMES CECIL CHIN-A-LOY, CAROL JOSEPHINE	CIBC MORTGAGES INC.	
DR431857	2005/09/28	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: AIRPORT ZONING REGULATIONS						
DR649965	2007/09/28	TRANSFER	$638,000	CHIN-A-LOY, CAROL JOSEPHINE CHIN-A-LOY, JAMES CECIL	BODIMEADE, AIMEE LYNN	C
REMARKS: PLANNING ACT STATEMENTS						
DR649966	2007/09/28	CHARGE		*** COMPLETELY DELETED *** BODIMEADE, AIMEE LYNN	THE BANK OF NOVA SCOTIA	
DR656812	2007/10/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
REMARKS: RE: D533048						
DR664503	2007/11/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
REMARKS: RE: D532816						
DR721456	2008/06/20	CHARGE		*** COMPLETELY DELETED *** BODIMEADE, AIMEE LYNN	THE BANK OF NOVA SCOTIA	
DR721457	2008/06/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
REMARKS: RE: DR649966						
DR836940	2009/09/03	CHARGE		*** COMPLETELY DELETED *** BODIMEADE, AIMEE LYNN	PINFOLD, CRAIG	
DR1117711	2012/08/28	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** S & F EXCAVATING LIMITED		
DR1129513	2012/10/10	CERTIFICATE		*** COMPLETELY DELETED *** S & F EXCAVATING LIMITED		
REMARKS: DR1117711						
DR1148621	2012/12/24	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** S & F EXCAVATING LIMITED		
REMARKS: DR1117711.						
DR1210938	2013/09/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** PINFOLD, CRAIG		
REMARKS: DR836940.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #40

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

26578-0082 (LT)

PREPARED FOR JHampell
ON 2016/06/22 AT 21:05:34

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
DR1334796	2015/01/23	CHARGE	$1,000,000	BODIMEADE, AIMEE LYNN	CANADIAN IMPERIAL BANK OF COMMERCE	C
DR1338907	2015/02/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
REMARKS: DR721456.						
DR1436575	2015/12/31	CONSTRUCTION LIEN	$74,615	REED, SCOTT		C
DR1437193	2016/01/05	CONSTRUCTION LIEN	$74,616	REED, SCOTT		C
DR1446246	2016/02/04	APL (GENERAL)		BODIMEADE, GARY		C
REMARKS: DESIGNATION OF A MATRIMONIAL HOME						
DR1449635	2016/02/18	CERTIFICATE		REED, SCOTT		C
REMARKS: CONSTRUCTION LIEN DR1437193						
DR1478658	2016/06/01	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	GRANT THORNTON LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

This is **Exhibit "C"**
referred to in the
Affidavit of Dean Salem,
sworn June 23, 2016

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

mason | bennett | johncox
lawyers • be well advised®

April 25, 2016

VIA FACSIMILE TO 905 862-2391

Robertson, Munro
Barristers & Solicitors
212-304 Toronto Street South
The Elgin Centre, Suite 212
Uxbridge, Ontario
L9P 1Y2

Attention: Andrea Robertson

Dear Ms. Munro:

Re: Dean Salem (the "Lender") second mortgage loan to Aimee Bodimeade (the "Borrower""), Guaranteed by Gary Bodimeade (the "Guarantor")
7472 Ashburn Road, Whitby (the "Property")
Our File No.: 16-400

Please be advised that we are the solicitors acting on behalf of the Lender with respect to the above-noted transaction. We are advised that you represent the Borrower (please advise if you also represent the Guarantor). Please advise immediately if this is not correct.

In order for us to prepare our documents with respect to this transaction please provide us with the following information and documentation, as quickly as possible:

1. Complete municipal address, legal description and PIN number(s) of the Property to be mortgaged.

2. Does the registered owner of the Property own any abutting land?

MASON BENNETT JOHNCOX PROFESSIONAL CORPORATION
79 Baldwin Street North Brooklin ON L1M 1A4 Tel (905) 620-4499 Fax (905) 620-7738 www.whitbylawyers.com

3. The actual use of the Property at this time.

4. Address for service for each of the Borrower and Guarantor.

5. Two notarial copies of identification, one including picture identification, for each individual party executing documents on behalf of the Borrower and Guarantor.

6. Copy of a current mortgage statement for information purposes from the Canadian Imperial Bank of Commerce for the first mortgage on the Property: i) confirming the essential terms of the mortgage; ii) setting out all amounts outstanding under the mortgage as at such date on account of principal, interest, tax account (if any) and otherwise; and iii) verifying that the mortgage is in current standing.

7. A current tax certificate or other proof of payment, indicating no tax arrears.

8. Property insurance binder/policy containing the standard mortgage clause, verifying that the building on the mortgaged lands are insured against fire and extended risks for guaranteed replacement cost, with loss payable to Dean Andrew Salem, as second mortgagee.

The above is a list of our initial requirements in order to conduct our searches and prepare the security documents; however, further requisitions may follow once we have completed our title and off title searches.

Should you have any questions with respect to this transaction, please do not hesitate to contact the writer.

Yours very truly,

Mason Bennett Johncox Professional Corporation

Patrick G. Bennett

PGB:kk

This is **Exhibit "D"**
referred to in the
Affidavit of Dean Salem,
sworn June 23, 2016

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Subject : Items for signature
Date : Monday, May 9, 2016 6:25 pm
Linked to : Gary Bodimeade
From : Dean Salem <dean@norris1.com>
To : Gary Bodimeade <garyb@cg2k.ca>
Attachments : C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\Acknowledgement and Direction.pdf; C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\Acknowledgement re Standard Charge Terms.pdf; C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\Guarantee.pdf; C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\ID VERIFICATION of Individual.pdf; C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\SCT 200033.pdf; C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\statutory declaration.pdf;

Gary,

Attached are all the Items that reguire signature. It would help if you could sign them together as a few documents need both of you to sign. Here is the breakdown:

To be signed by Gary and notary:
1) Acknowledgement and Direction
2) Acknowledgement re Standard Charge Terms
3) SCT 200033
4) Guarantee
5) ID VERIFICATION of Individual

To be signed by Aimee and notary:
1) Acknowledgement and Direction
2) Acknowledgement re Standard Charge Terms
3) SCT 200033
4) statutory declaration
5) ID VERIFICATION of Individual

Please print copies for each of you and get them signed and over to Patrick Bennett tomorrow. Please confirm receipt and that this will be done tomorrow. Thanks-

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

ACKNOWLEDGEMENT AND DIRECTION

Re: Electronic Registration

TO: All Lawyers within the firm of Mason Bennett Johncox Professional Corporation and any and all of their designees

AND TO: Patrick G. Bennett

Re: **Salem mortgage to Bodimeade**
7472 Ashburn Road, Whitby, Ontario

This will confirm that:

1. The undersigned has reviewed the information contained on the draft document attached hereto and the information set out below, and confirm that this information is accurate;

2. You are authorized and directed to sign and register electronically on behalf of the undersigned the following document(s) which are attached hereto:

   (i) ***Charge/Mortgage of Land***

   as well as any other document(s) required to complete the transaction described above.

3. You are hereby authorized to amend the attached document(s) to the extent necessary to complete the transaction.

4. The effect of the electronic document(s) described in this Acknowledgement and Direction has been fully explained to the undersigned and the undersigned understand(s) that the undersigned are a party/parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if the undersigned had signed these document(s); and

5. The undersigned is/are in fact a party/parties named in the electronic document(s) described in this Acknowledgement and Direction and the undersigned has/have not misrepresented the identity of the undersigned to you.

6. In the event of any investigation by the Director of Land Registration appointed under subsection 6(1) of the *Registry Act* (the **"Director"**) regarding suspected fraudulent or unlawful activity or registration in connection with the document(s) attached to this Acknowledgement and Direction, the undersigned hereby consents to you releasing to the Director a true copy of this Acknowledgement and Direction, upon request by the Director.

7. I, Gary Bodimeade, am the spouse of Aimee , the Chargor, and I hereby consent to the transaction described in the Acknowledgement and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

Dated this _______________ day of April, 2016

____
Aimee Lynn Bodimeade - Chargor

____
Gary Bodimeade – Guarantor & consenting spouse

____

Properties

PIN 26578 - 0082 LT *Interest/Estate* Fee Simple

Description PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY

Address 7472 ASHBURN ROAD
UXBRIDGE

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name BODIMEADE, AIMEE LYNN
Acting as an individual

Address for Service 7472 Ashburn Road, Whitby, Ontario

I am at least 18 years of age.

Gary Bodimeade is my spouse and has consented to this transaction.

This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name SALEM, DEAN ANDREW
Acting as an individual

Address for Service c/o Norris Companies, 751 Fox Ridge Lane, Caryville, TN, USA 37714

Provisions

Principal	$ 1,000,000.00	*Currency*	CDN
Calculation Period			
Balance Due Date	On Demand		
Interest Rate			
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	See standard charge terms		
Guarantor	Gary Bodimeade		

Additional Provisions

See Schedules

Signed By

Patrick Gordon Bennett	79 Baldwin Street N. Brooklin L1M 1A4	acting for Chargor(s)	Signed	2016 04 25

Tel 905-620-4499

Fax 905-620-7738

I have the authority to sign and register the document on behalf of the Chargor(s).

File Number

Chargee Client File Number : 16-377

ADDITIONAL PROVISIONS

NON-TRANSFERABLE

Provided that in the event of the Chargor selling, conveying or transferring title or entering into any Agreements for the sale of land of the property herein to a purchaser, grantee or transferee, then all monies hereby secured together with all accrued and unpaid interest thereon shall forthwith become due and payable, at the option of the Chargee.

COLLATERAL SECURITY

This Charge is given as collateral security for all debts, obligations and liabilities that the Chargor has incurred or may incur to the Chargee pursuant to a Revolving Line of Credit Agreement (the "Agreement") made by the Chargor to the Chargee dated as of March 3, 2016. Payments on the Agreement or on this Charge shall be credited against the other, and upon payment in full of the Agreement the Chargee will at the expense of the Chargor execute a discharge of this Charge. Default under one shall constitute default under the other.

PRIOR ENCUMBRANCE

In the event that the Chargor is in default under a prior encumbrance on the property hereby charged or in payment of the realty taxes for the said Property or in the event that the insurance policy covering the Property has been cancelled or has lapsed, such default shall constitute default under the provisions of this Charge and the principal amount hereby secured shall, at the sole option of the Chargee, become immediately due and owing. The Chargee shall have the right to make periodic enquiries and to obtain statements from prior chargees and from the insurance company, all at the Chargor's expense, to confirm that the Chargor is in default hereunder.

RECEIVER

At any time after the security hereby constituted becomes enforceable, or the monies hereby secured shall have become payable, the Chargee may from time to time appoint a Receiver over the herein secured lands, with or without a Bond, and may from time to time remove the Receiver and appoint another in his/her stead. Any such Receiver appointed hereunder shall have the following powers: (i) To take possession of the charged lands, and to collect and get in the same and for such purpose to enter into and upon any lands, building and premises whatsoever and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as the Receiver shall deem necessary; (ii) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants, and others upon such terms, and with such salaries, wages, or remuneration as the Receiver shall think proper, and to repair and keep in repair the charged lands, and to do all necessary acts and things for carrying on of the business of the Chargor and the protection of the property of the Chargor; (iii) to lease any or all of the charged lands.

ENVIRONMENTAL

The Chargor represents, warrants and covenants with the Chargee that until the full balance outstanding is paid in full, the Chargor shall not permit the property to contain any contaminants, pollutants, dangerous substances, liquid wastes, industrial wastes, hazardous materials, or hazardous substances as defined in or pursuant to any applicable federal, provincial, or municipal laws, statutes or ordinances ("hereinafter referred to as Environmental Contamination"). The Chargor shall indemnify and save harmless the Chargee from and against any and all (i) liabilities, losses, claims, damages (including, without limitation, lost profits, consequential damages, interest, penalties, fees and monetary sanctions), and costs and expenses, court costs and all other out-of-pocket expenses incurred or suffered by the Mortgagee by reason of, resulting from, in connection with, or arising in any manner whatsoever out of Environmental Contamination, or related to any movement or migration of such Environmental Contamination from or to the property.

GUARANTOR

In consideration of the Chargee advancing the loan secured by the herein Charge to the Chargor, and the sum of Two ($2.00) Dollars, the receipt and sufficiency of such consideration is hereby acknowledged by all parties, the Guarantor named in this Charge does hereby covenant jointly and severally with the Chargor as principal debtor and not as surety that he will pay and truly cause to be paid to the Chargee the principal monies, interest and fees hereby secured as and when such monies fall due, and all taxes, rates, and assessments, municipal, local or parliamentary and otherwise which now or which may hereafter be imposed charged or levied upon the secured property, and the Guarantor will observe, keep, and perform the conditions and covenants herein contained by and on the part of the Chargor to be kept, performed and observed.

The Guarantor does further covenant and agree to and with the Chargee that should default be made hereunder and so often as the same may occur, the Guarantor will forthwith pay unto the Chargee the amount or amounts that may be in default and the Guarantor specifically acknowledges and agrees that the Chargee shall not be required to exhaust all or any efforts and/or remedies to collect from the Chargor prior to collecting from the Guarantor.

It is further agreed that the Chargee may at any time or times and from time to time extend the time for payment of any or all of the monies secured by this Charge or may refrain from enforcing payments thereof and may alter the terms and times of payment thereof or the rate or time of payment of interest thereon, and may release any part of the said lands or any other person liable or any other covenant or any other security, collateral or otherwise, or otherwise deal with this Charge and with the Chargor in whatsoever manner that the Chargee shall think proper from time to time without notice to the Guarantor and without the consent of the Guarantor and notwithstanding the same, the Guarantor shall remain fully liable under the foregoing covenants so long as any monies are remaining due or unpaid to the Chargee under the herein Charge. The Guarantor hereby expressly waives all notices of non-performance, non-payment, and non-observance on the part of the Chargor of the terms, covenants, and provisos contained in the within Charge.

The Guarantor acknowledges that this Charge would not have been entered into by the Chargee without the Guarantor's guarantee, and the Guarantor hereby postpones any claim that he may have against the Chargor in favour of the debt hereby guaranteed. The Guarantor hereby covenants and agrees not to accept any repayment of any debt owed to him by the Chargor until the Charge and debt hereby guaranteed has been repaid in full to the Chargee. Any funds received by the Guarantor from the Chargor prior to the full repayment of the herein Charge and debt to the Chargee shall be deemed to be trust funds received by the Guarantor in trust for the benefit of the Chargee.

The foregoing shall be binding upon the Guarantor, his heirs, executors, administrators, successors and assigns, and shall enure to the benefit of and be enforceable by the Chargee, the Chargee's successors and assigns.

ACKNOWLEDGMENT

TO: Dean Andrew Salem

RE: Bodimeade second collateral mortgage to Salem
7472 Ashburn Road, Whitby

We, the undersigned, being the mortgagor and the guarantor in the above transaction, hereby acknowledge receiving a copy of Standard Charge Terms No. 200033 before signing the above charge or mortgage, and we understand that the said Standard Charge Terms are incorporated by reference into such charge or mortgage.

DATED at Whitby, this day of , 2016.

Aimee Lynn Bodimeade

Gary Bodimeade

the extent of any such payments made by him, in addition to all other remedies by subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by such Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the charged premises in competition with the Chargee and shall not unless and until the whole of the principal, interest and other moneys owing on the security of this Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

PROVIDED further that any failure on the part of the Chargee to perfect, maintain or enforce its rights whether due to default, negligence or otherwise on the part of the Chargee with respect to this Charge or any other security granted to the Chargee relating to the within Charge, shall not prejudice the Chargee with respect to its rights pursuant to this guarantee and shall not discharge or limit or lessen the liability of the Guarantor pursuant to the terms hereof.

THE Chargee may vary any agreement or arrangement with the Guarantor and grant extensions of time to or otherwise deal with him, his executors or administrators, without any consent on the part of the Chargor.

AND it is further hereby expressly agreed that if there is more than one Guarantor, all covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be joint and several and wherever the singular has been used the plural shall be deemed to be substituted as the context requires.

AND it is further hereby expressly declared that the release of any of the Guarantors from their liability hereunder shall not affect the liability of the remaining Guarantor or Guarantors which shall remain unimpaired and still in full force and effect as if the Guarantor or Guarantors so released had not been a party or parties of the Charge.

ALL covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his heirs, executors, administrators and assigns, or successors and assigns as the case may be, and all such covenants and liabilities and obligations shall be joint and several.

DATED at Whitby, this day of , 2016.

____

Gary Bodimeade

the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

(d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.

(e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation

26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings

27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge

28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge

29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

DATED this day of , *(year)*

Signature:

Aimee Bodimeade

Signature:

Gary Bodimeade

IN THE MATTER OF a mortgage (charge) from Aimee Lynn Bodimeade in favour of Dean Andrew Salem on the premises municipally known as 7472 Ashburn Road, Whitby

I, Aimee Lynn Bodimeade, SOLEMNLY DECLARE that:

1. I am the mortgagor in the above-described transaction and have knowledge of the matters hereinafter deposed to.

2. I am the absolute owner of the above mentioned lands and either personally or by my tenants have been in actual, peaceable, continuous, exclusive, open, undisturbed and undisputed possession and occupation thereof, and of the buildings used in connection therewith throughout my period of ownership of the property.

3. I am not aware of any person or corporation having any claim or interest in the said lands or any part thereof adverse to or inconsistent with registered title and am positive that none exists.

4. Possession and occupation of the above lands by me have been undisturbed throughout by any action, suit or other proceedings or adverse possession or otherwise on the part of any person whomsoever and during such possession and occupation, no payment has ever been made or acknowledgment of title given by the undersigned, or, so far as I know, by anyone else, to any person in respect of any right, title, interest or claim upon the said lands.

5. To the best of my knowledge and belief, the buildings used in connection with the premises are situate wholly within the limits of the lands above described, and there is no dispute as to the boundaries of the said lands. Except as may be registered on title, I have never heard of any claim of easement affecting the lands, either for light, drainage, or right of way or otherwise.

6. I do not retain the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment with respect to any land abutting the lands being mortgaged or charged in the subject transaction.

7. I am not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act (Canada) and nor will I be a non-resident of Canada at the time of closing.

8. There is not currently and nor has there been within the past 45 days, any construction, alterations, renovations improvements or building materials supplied to the subject property.

9. The proceeds of this mortgage will not be used to finance any construction, alterations, renovations or improvements to the subject property or to repay a mortgage which was taken out for this purpose.

10. All realty taxes on the subject property have been paid in full for 2015 and there are no realty taxes in arrears for 2016. Charges for local improvements (if any) are paid to date.

11. To the best of my knowledge and belief, there are no Writs of Execution in the hands of the local Sheriff affecting any part of the Property.

12. All utilities including gas, hydro, water and sewer services have been paid to date.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me	}	
at the	}	
in the Regional Municipality	}	
of Durham	}	
this day of	}	
2016.	}	Aimee Lynn Bodimeade

A COMMISSIONER, ETC.

This is **Exhibit "E"**
referred to in the
Affidavit of Dean Salem,
sworn June 23 , 2016

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE
OF
TENNESSEE
NOTARY
PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Subject : re: Bodimeade and Compuquest2000
Date : Tuesday, May 17, 2016 9:16 am
Linked to : Andrea Robertson (Gary Bodimeade)
From : Dean Salem <dean@norris1.com>
To : Andrea Robertson <andrearobertson27@yahoo.ca>

Ms. Robertson,

Mrs. Bodimeade has recieved the paperwork from Mr. Bodimeade to secure the debt on the Whitby property per the agreement executed by Mrs. Bodimeade. Since Mr. Bodimeade is not on the title for the home, it is necessary that Mrs. Bodimeade execute these documents. The problems with Compuquest 2000 were caused by the interruption in supply and revenue due to the delay in signing the agreement. Now, as Mr. Bodimeade is trying to re-launch his business, he is once again facing interruption in supply and revenue due to Mrs. Bodimeade's delay in executing the security documents already agreed to.

The total amount due is US$803,585.49. No additional advances have been made.
Please confirm when I can expect the security documents to be executed and returned.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

----------------------- **Original Message** -----------------------

From: Andrea Robertson <andrearobertson27@yahoo.ca>
To: Dean Salem <dean@norris1.com>
Cc:
Date: Mon, 16 May 2016 16:25:08 +0000 (UTC)
Subject: **Bodimeade and Compuquest2000**

Mr. Salem,

Please provide documentation showing the amounts owing to Norris Technologies up to April 28, 2016, which I understand is the date that Compuquest2000 ceased operations. Please also provide any amounts, if any, advanced after this date.

Yours truly,

Andrea Robertson
ROBERTSON, MUNRO
Barristers and Solicitors
212-304 Toronto St. S.,
Uxbridge, ON L9P 1Y2
Tel: 905-862-2777; Fax: 905-862-2391
email: andrearobertson27@yahoo.ca

This is **Exhibit "F"**
referred to in the
Affidavit of Dean Salem,
sworn June 23 , 2016

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Subject : re: Bodimeade and Compuquest2000
Date : Tuesday, May 17, 2016 9:16 am
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Please confirm when I can expect the security documents to be executed and returned.

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Uxbridge, ON L9P 1Y2
Tel: 905-862-2777; Fax: 905-862-2391
email: andrearobertson27@yahoo.ca

This is **Exhibit "G"**
referred to in the
Affidavit of Dean Salem,
sworn June 23, 2016

Commissioner for Taking Affidavits (or as may be)

District of Ontario
Division No. 09 - Toronto
Court No. 31-OR-208154-T
Estate No. 31-458133

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE	)	WEDNESDAY, THE 25 DAY
	)	
JUSTICE F. NEWBOULD	)	OF MAY, 2016

IN THE MATTER OF THE BANKRUPTCY OF
GARY WAYNE BODIMEADE,
of the Town of Whitby, in the Region of Durham,
in the Province of Ontario

BANKRUPTCY ORDER

Upon the application of Canadian Imperial Bank of Commerce ("**CIBC**"), a creditor, having an office in the City of Toronto, in the Province of Ontario, issued on the 3rd day of May 2016, and upon reading the Application for Bankruptcy Order, the Affidavit of Verification of Douglas MacLaine sworn the 3rd day of May 2016, the Consent of Grant Thornton Limited ("**GTL**") to act as trustee of the property of Gary Wayne Bodimeade (the "**Debtor**"), the consent of the Debtor, and upon hearing submissions of counsel for CIBC and such other parties as were present, and it appearing to the Court that the following act of bankruptcy has been committed:

(a) that the Debtor ceased to meet its liabilities generally as they became due, in that it has failed to pay its obligations to the applicant creditor CIBC;

1. **THIS COURT ORDERS** that the Debtor be adjudged bankrupt, and a bankruptcy order is hereby made against the Debtor on this date.

2. **THIS COURT ORDERS** that GTL, of the City of Toronto in the Province of Ontario, be appointed as trustee of the estate of the bankrupt Debtor.

3. **THIS COURT ORDERS** that the trustee give security in an amount to be fixed by the Official Receiver pursuant to subsection 16(1) of the *Bankruptcy and Insolvency Act* (Canada).

4. **THIS COURT ORDERS** that the costs of the applicant CIBC be paid out of the assets of the estate of the bankrupt Debtor on taxation thereof.

District of Ontario
Division No. 09 - Toronto
Court No. 31-OR-208154-T
Estate No. 31-458133

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
GARY WAYNE BODIMEADE
of the Town of Whitby, in the Region of Durham, in the Province of Ontario

TO: Gary Wayne Bodimeade, the debtor
7475 Ashburn Road
Whitby, ON L1M 1L4

TAKE NOTICE that Gary Wayne Bodimeade, the bankrupt named herein, are required, pursuant to section 158 of the *Bankruptcy and Insolvency Act*, to attend at the office of the Official Receiver, at 25 St. Clair Avenue West, Toronto on __________, 2016, at ______ [a.m.][p.m.] [o'clock in the ______noon], there to answer such questions with respect to your conduct, the causes of your bankruptcy and the disposition of your property as may be put by the Official Receiver, and take notice that if you fail to present yourself for examination, the court may by warrant cause you to be apprehended and brought up for examination and may order you to be imprisoned for a term not exceeding three years.

DATED at Toronto this _______ day of ____________, 2015.

____
Official Receiver

BANKRUPTCY ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff (LSUC # 31871V)
Miranda Spence (LSUC # 60621M)

Tel: 416.863.1500
Fax: 416.863.1515

Lawyers for Canadian Imperial Bank of Commerce

District of Ontario
Division No. 09 - Toronto
Court No. 31-OR-208155-T
Estate No. 31-458130

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE	) WEDNES DAY, THE 25 DAY
	)
JUSTICE F NEWBOULD	) OF MAY, 2016

IN THE MATTER OF THE BANKRUPTCY OF
1299746 ONTARIO INC. o/a COMPUQUEST2000
of the City of Pickering, in the Region of Durham,
in the Province of Ontario

BANKRUPTCY ORDER

Upon the application of Canadian Imperial Bank of Commerce (**"CIBC"**), a creditor, having an office in the City of Toronto, in the Province of Ontario, issued on the 3RD day of May 2016, and upon reading the Application for Bankruptcy Order, the Affidavit of Verification of Douglas MacLaine sworn the 3rd day of May 2016, the Order of the Honourable Justice Newbould dated May 17, 2016, the Consent of Grant Thornton Limited (**"GTL"**) to act as trustee of the property of 1299746 Ontario Inc. o/a CompuQuest2000 (the **"Debtor"**), the consent of GTL in its capacity as the Court-appointed receiver of the Debtor to the issuance of a Bankruptcy Order in respect of the Debtor, and upon hearing submissions of counsel for CIBC and such other parties as were present, and it appearing to the Court that the following act of bankruptcy has been committed:

(a) that the Debtor ceased to meet its liabilities generally as they became due, in that it has failed to pay its obligations to the applicant creditor CIBC;

1. **THIS COURT ORDERS** that the Debtor be adjudged bankrupt, and a bankruptcy order is hereby made against the Debtor on this date.

2. **THIS COURT ORDERS** that GTL, of the City of Toronto in the Province of Ontario, be appointed as trustee of the estate of the bankrupt Debtor.

3. **THIS COURT ORDERS** that the trustee give security in an amount to be fixed by the Official Receiver pursuant to subsection 16(1) of the *Bankruptcy and Insolvency Act* (Canada).

4. **THIS COURT ORDERS** that the costs of the applicant CIBC be paid out of the assets of the estate of the bankrupt Debtor on taxation thereof.

District of Ontario
Division No. 09 - Toronto
Court No. 31-OR-208155-T
Estate No. 31-458130

TO: 1299746 Ontario Inc. o/a CompuQuest2000, the debtor
1935 Silicone Drive
Pickering, ON L1W 3V7

TAKE NOTICE that Gary Wayne Bodimeade, President of the bankrupt named herein, is required, pursuant to section 159 of the *Bankruptcy and Insolvency Act*, to attend at the office of the Official Receiver, at 25 St. Clair Avenue West, Toronto on __________, 2015, at ______ [a.m.][p.m.] [o'clock in the ______noon], there to answer such questions with respect to the conduct of the bankrupt corporation, the causes of its bankruptcy and the disposition of its property as may be put by the Official Receiver, and take notice that if you fail to present yourself for examination, the court may by warrant cause you to be apprehended and brought up for examination and may order you to be imprisoned for a term not exceeding three years.

DATED at Toronto this _______ day of _____________, 2015.

____
Official Receiver

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
1299746 ONTARIO INC o/a COMPUQUEST2000
of the City of Pickering, in the Region of Durham, in the Province of Ontario

---

BANKRUPTCY ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff (LSUC # 31871V)
Miranda Spence (LSUC # 60621M)

Tel: 416.863.1500
Fax: 416.863.1515

Lawyers for Canadian Imperial Bank of Commerce

This is **Exhibit "H"**
referred to in the
Affidavit of Dean Salem,
sworn June 23, 2016.

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Court File No. CV-16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

(Court Seal)

DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

NOTICE OF APPLICATION

TO THE RESPONDENT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing on August 9, 2016, at 10:00 a.m., at 393 University Avenue, 10th Floor, Toronto ON M5G 1E6.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO

OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date June 22/2014 Issued by Ashley Miller

Local Registrar

Address of court office: 393 University Avenue, 10th Floor
Toronto ON M5G 1E6

TO: Aimee Bodimeade
7472 Ashburn Road
Whitby, ON
L1M 2E8

APPLICATION

1. The Applicants, Dean Salem and Norris Technologies LLC, makes an Application for:

   (a) A Declaration that the Applicants maintain an interest in the property municipally known as 7472 Ashburn Road, Whitby, Ontario L1M 2E8, legally described as follows:

      PIN 26578-0082 LT

      PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY (the **"Property"**)

   (b) An Order directing the Registrar of Land Titles to permit the Applicants to register a charge/mortgage bearing standard charge terms 200033, in the amount of $1,000,000 on title to the Property;

   (c) In the alternative to paragraph 1(b) above, an Order directing the Respondent, Aimee Bodimeade, to execute the documents required in order to enable the Applicants to register a charge/mortgage, bearing standard charge terms 200033, in the amount of $1,000,000, on title to the Property;

   (d) the costs of this proceeding, plus all applicable taxes; and

   (e) Such further and other Relief as to this Honourable Court may seem just.

2. The grounds for the Application are:

(a) In January 2011, the Applicants agreed to provide a revolving line of credit to the Respondent, her then husband Gary Bodimeade and 1299746 Inc. o/a Compuquest 2000 ("**Compuquest**") in cash and equipment in an amount up to $1,500,000.

(b) On March 3, 2015, the Respondent executed an agreement dated December 31, 2016, with her counsel Andrea Robertson as notary, in consideration for the continued provision of the revolving line of credit, wherein she agreed to pledge collateral as security for the revolving line of credit.

(c) Pursuant to the agreement, the Respondent and Compuquest agreed to pay to the Applicants, all outstanding balances on the revolving line of credit, payable on demand no later than December 31, 2016. The Respondent and Compquest further agreed to secure their obligation to pay the revolving line of credit with any and all equity available in certain personal property and real property owned by the Respondent and Compuquest.

(d) In the agreement, the Respondent and Compuquest agreed to, at their expense, legally formalize in Canada the Applicants in the 2nd secured position on all properties and assets.

(e) The Property was listed in the agreement as one of the properties over which the Respondent would grant the Applicants a collateral mortgage.

(f) On or about May 9, 2016, Mr. Salem sent Gary Bodimeade the documents that needed to be executed by the Respondent in order to register the collateral mortgage. Mr. Bodimeade provided the documents to the Respondent

(g) On May 16, 2016, Mr. Salem received an email from Andrea Robertson, counsel for the Respondent, asking for documentation demonstrating the outstanding amounts owing to the Applicants up to April 28, 2016, the date Compuquest ceased operations.

(h) On May 17, 2016, Mr. Salem responded to Ms. Robertson advising that Mr. Bodimeade had already provided the Respondent with the documents needed to register the collateral mortgage and advised that the total amount owing on the revolving line of credit as at that date was $803,585.49, and that no additional advances had been made.

(i) Nothing has been heard from the Respondent or her counsel since Mr. Salem's May 17, 2016 email.

(j) Rule 14.05 of the *Rules of Civil Procedure*; and

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

3. The following documentary evidence will be used at the hearing of the Application:

(a) The affidavit of Dean Salem, to be sworn, and the exhibits attached thereto;

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

June 22, 2016

FOGLER, RUBINOFF LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

David W. Levangie (LSUC# 57180I)
Tel: 416.864.7603
Fax: 416.941.8852
dlevangie@foglers.com

Lawyers for the Applicants

DEAN SALEM and NORRIS TECHNOLOGIES LLC -and- **AIMEE BODIMEADE**
Applicants Respondent

Court File No. CV-16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

FOGLER, RUBINOFF LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

David W. Levangie (LSUC# 57180I)
dlevangie@foglers.com
Tel: 416.864.7603
Fax: 416.941.8852

Lawyers for the Applicants

Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

MASTER	)	**THURSDAY, THE 30TH**
	)	**DAY OF JUNE, 2016**
	)	

B E T W E E N:

(Court Seal)

DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

ORDER

THIS MOTION, made by the Applicants, without notice, for an Order of this Court permitting the issuance of a certificate of pending litigation, was made this day at Toronto, Ontario.

ON READING the Affidavit of Dean Salem, and the Exhibits attached thereto, sworn June 23, 2016, filed, and the Affidavit of Nivia Gomes, sworn June 29, 2016 and upon hearing submissions of counsel for the Plaintiff.

1. THIS COURT ORDERS that a Certificate of Pending Litigation be issued forthwith against title to the lands legally described as follows:

PIN 26578-0082 LT

PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY

Municipally known as 7472 Ashburn Road, Whitby, Ontario L1M 2E8;

2. THIS COURT FURTHER ORDERS that the Plaintiff shall serve the Respondent, Aimee Bodimeade, with a copy of this Order, forthwith.

Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

(Court Seal)

DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

AFFIDAVIT OF NIVIA GOMES

I, Nivia Gomes, of the City of Toronto, MAKE OATH AND SAY:

1. I am a legal assistant at Fogler Rubinoff and therefore have knowledge of the matters hereinafter deposed. To the extent that I refer to any information that is not within my personal knowledge, I have stated the source of the information and verily believe such information to be true.

2. The Notice of Application in this matter was amended on June 29, 2016 to add a request for a certificate of pending litigation to the prayer for relief in paragraph 1. Attached hereto and marked as **Exhibit "A"** is a copy of the Amended Notice of Application.

3. I therefore make this affidavit in support of the relief set out in the Applicants' Notice of Motion and for no other or improper purpose or motive.

SWORN before me at the
City of Toronto,
in the Province of Ontario,
this 24th day of June, 2016.

A Commissioner for taking affidavits.

David Levangie

Nivia Gomes

This is **Exhibit "A"**
referred to in the
Affidavit of Nivia Gomes,
sworn June 29th , 2016.

Commissioner for Taking Affidavits (or as may be)

AMENDED THIS JUNE 24/2016 PURSUANT TO
MODIFIÉ CE CONFORMÉMENT À
☑ RULE/LA RÈGLE 26.02 ("A")
☐ THE ORDER OF
L'ORDONNANCE DU
DATED / FAIT LE
Ashley Miller
REGISTRAR GREFFIER
SUPERIOR COURT OF JUSTICE COUR SUPÉRIEURE DE JUSTICE

Court File No. CV-16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

(Court Seal)

SUPERIOR COURT OF JUSTICE COUR SUPÉRIEURE DE JUSTICE

DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

AMENDED NOTICE OF APPLICATION

TO THE RESPONDENT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing on August 9, 2016, at 10:00 a.m., at 393 University Avenue, 10th Floor, Toronto ON M5G 1E6.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

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OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date June 22/2014 Issued by Ashley Miller
Local Registrar

Address of court office: 393 University Avenue, 10th Floor
Toronto ON M5G 1E6

TO: Aimee Bodimeade
7472 Ashburn Road
Whitby, ON
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APPLICATION

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   PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY (the **"Property"**)

   (b) An Order directing the Registrar of Land Titles to permit the Applicants to register a charge/mortgage bearing standard charge terms 200033, in the amount of $1,000,000 on title to the Property;

   (c) In the alternative to paragraph 1(b) above, an Order directing the Respondent, Aimee Bodimeade, to execute the documents required in order to enable the Applicants to register a charge/mortgage, bearing standard charge terms 200033, in the amount of $1,000,000, on title to the Property;

   (d) <u>A certificate of pending litigation against the Property;</u>

   (e) the costs of this proceeding, plus all applicable taxes; and

   (f) Such further and other Relief as to this Honourable Court may seem just.

2. The grounds for the Application are:

(a) In January 2011, the Applicants agreed to provide a revolving line of credit to the Respondent, her then husband Gary Bodimeade and 1299746 Inc. o/a Compuquest 2000 ("**Compuquest**") in cash and equipment in an amount up to $1,500,000.

(b) On March 3, 2015, the Respondent executed an agreement dated December 31, 2016, with her counsel Andrea Robertson as notary, in consideration for the continued provision of the revolving line of credit, wherein she agreed to pledge collateral as security for the revolving line of credit.

(c) Pursuant to the agreement, the Respondent and Compuquest agreed to pay to the Applicants, all outstanding balances on the revolving line of credit, payable on demand no later than December 31, 2016. The Respondent and Compquest further agreed to secure their obligation to pay the revolving line of credit with any and all equity available in certain personal property and real property owned by the Respondent and Compuquest.

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(i) Nothing has been heard from the Respondent or her counsel since Mr. Salem's May 17, 2016 email.

(j) Rule 14.05 of the *Rules of Civil Procedure*; and

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

3. The following documentary evidence will be used at the hearing of the Application:

(a) The affidavit of Dean Salem, to be sworn, and the exhibits attached thereto;

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

June 22, 2016

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Lawyers
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Toronto, ON M5K 1G8

David W. Levangie (LSUC# 57180I)
Tel: 416.864.7603
Fax: 416.941.8852
dlevangie@foglers.com

Lawyers for the Applicants

DEAN SALEM and NORRIS TECHNOLOGIES LLC -and- **AIMEE BODIMEADE**
Applicants Respondent

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

AMENDED
NOTICE OF APPLICATION

FOGLER, RUBINOFF LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

David W. Levangie (LSUC# 57180I)
dlevangie@foglers.com
Tel: 416.864.7603
Fax: 416.941.8852

Lawyers for the Applicants

DEAN SALEM et al.
Applicants

-and-

AIMEE BODIMEADE
Respondent

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

AFIFDAVIT

FOGLER, RUBINOFF LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

David W. Levangie (LSUC# 57180I)
dlevangie@foglers.com
Tel: 416.864.7603
Fax: 416.941.8852

Lawyers for the Applicants

DEAN SALEM et al.
Applicants

-and-

AIMEE BODIMEADE
Respondent

Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD

FOGLER, RUBINOFF LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

David W. Levangie (LSUC# 57180I)
dlevangie@foglers.com
Tel: 416.864.7603
Fax: 416.941.8852

Lawyers for the Applicants

Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

(Court Seal)

DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

AFFIDAVIT OF DEAN SALEM

I, Dean Salem, of the County of Campbell, in the State of Tennessee in the United States of America, MAKE OATH AND SAY:

1. I am the personal Applicant in this application and therefore have knowledge of the matters hereinafter deposed. To the extent that I refer to any information that is not within my personal knowledge, I have stated the source of the information and verily believe such information to be true.

2. At paragraph 13 of my affidavit sworn June 23, 2016, I indicate that the total amount owing on the revolving line of credit is $803,585.49 as at May 17, 2016. I should clarify that these figures are in US dollars. The balance owing as of the date of this affidavit remains the same. I have also attached a spreadsheet setting out the breakdown of the $803,585.49 owed by Mr. Bodimeade and Compuquest, which amount was guaranteed by the Respondent, Aimee Bodimeade. Attached hereto and marked as **Exhibit "A"** is a copy of the spreadsheet setting out the amounts owed by Mr. Bodimeade and Compuquest and guaranteed by the Respondent Aimee Bodimeade.

3. I therefore make this affidavit in support of the relief set out in the Applicants' Notice of Motion dated June 28, 2012, and for no other or improper purpose or motive.

SWORN before me at the
County of Campbell,
in the State of Tennessee,
this 28th day of July, 2016.

A Commissioner for taking affidavits.

DEAN SALEM

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

This is **Exhibit "A"**
referred to in the
Affidavit of Dean Salem,
sworn July 28 , 2016.

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Date	Check #	Cleared	Check Amt	Debit	Credit	Balance	Interest	Reconcile	Rec Notes
1/29/2016	2956	Y	256,000.00		250,000.00	0.00			
2/3/2016	2957	Y	200,000.00		200,000.00	-200,000.00			
2/5/2016	1199-BBT-DAS	Y	280,000.00	280,000.00		80,000.00			
2/16/2016	2945	N	200,000.00			80,000.00			Bank Refused 03/04/16, wired to Comerica
2/17/2016	1200-BBT-DAS	Y	195,000.00	195,000.00		275,000.00			
2/20/2016	1201-BBT-DAS	Y	250,000.00	250,000.00		525,000.00			
2/24/2016	2955	N	200,000.00		195,000.00	330,000.00			Bank Refused, then wired to Comerica
2/29/2016	1126-CTBI-DAS	Y	65,000.00	65,000.00		395,000.00			
3/1/2016	Wire-CTBI-Sunny	Y	200,000.00	200,000.00		595,000.00			
3/1/2016	2948	N	250,000.00		242,500.00	352,500.00			Bank Refused, then wired to Comerica
3/4/2016	Wire	Y	200,000.00		194,000.00	158,500.00			
4/12/2016		Y	52,300.00		52,300.00	106,200.00			Bank Refused, then wired to Comerica NCP - xfer to DAS acct

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
1/22/2014	6724	11984		73,130.00	73,130.00	0.00	WIRE 01-24-14	Y	Dell US WS	
2/4/2014	6752	12035	910106	28,719.23	28,719.23	0.00	AMEX 03-04-14	Y	Dell Canada PCs	
2/7/2014	6758	12042	910097	65,931.65	65,931.65	0.00	WIRE 02-13-14	Y	IT Source KS	
2/12/2014	6764	12055	910107	36,328.10	36,328.10	0.00	AMEX 02-24-14	Y	Dell US PC's	
2/26/2014	6770	12087	910105	39,819.80	39,819.80	0.00	3026 / 02-26-14	Y	HPFS AVAILABLE WS 2-14-2014	
2/26/2014	6779	12086	910109	61,285.00	61,285.00	0.00	3027 / 02-27-14	Y	HPFS Available DTs 2-19-2014	
2/26/2014	6785	12085	910110	45,062.50	45,062.50	0.00	3026 / 02-26-14	Y	Dell US Workstations	
2/27/2014	6793	12091	910112, 11	143,800.00	143,800.00	0.00	3028 / 03-06-14	Y	Dell US NB & DT	
3/4/2014	6801	12099	910115	130,398.00	130,398.00	0.00	3029 / 03-10-14	Y	HPFS DKT-5001 Norris Companies OC	
3/18/2014	6823	12130	910122	173,887.69	173,887.69	0.00	3040, 3041/ 03-21-14	Y	HPFS LT-5025-DKT	
3/21/2014	6828	12136	910123	106,859.41	106,859.41	0.00	3043 / 03-27-14	Y	Dell US NB Lot	
3/27/2014	6849	12159	910127	2,703.75	2,703.75	0.00	3049 / 04-04-14	Y	HPFS LT-5011 105 - Thin Client	
4/1/2014	6859	12173	910127	95,252.34	95,252.34	0.00	3049 / 04-04-14	Y	HPFS LT-5053-DKT - DT's	
4/1/2014	6843	12174		6,500.00		6,500.00			160GB's from Dallas	
4/3/2014	6867	12179		183,340.00		189,840.00			Dell US NB & DT Lot	
4/15/2014	6902	12202		17,061.00		206,901.00			499Misc PCs Atl	
4/17/2014	6777	12211		23,340.00		230,241.00			240 PC's	
4/17/2014	6912, 6912A	12212		89,450.35		319,691.35			Dell US - DT's & WKS	
4/22/2014		12179			99,960.00	219,731.35	Wire / 04-22			
4/23/2014	6923	12231		54,354.13		274,085.48			Dell CA - DT, NB	
4/24/2014		12212			87,300.00	186,785.48	Amex ($90K - 3%)	Y		
4/23/2014		12179			22,980.00	163,805.48	Wire / 04-23	Y		
4/29/2014		12231			52,771.00	111,034.48	CC Pmt to Dell CA	Y		
4/30/2014	6950	12270		26,626.50		137,660.98			HP MX-EOL-3643 NB ($24,815 + 3% Norris + 4.3% Ship)	
4/30/2014	6950	12270		23,219.72		160,880.70			HP MX-EOL-3639 WS ($21,640 + 3% Norris + 4.3% Ship)	
5/1/2014	6937	12252		29,150.00		190,030.70			Mixed PC - ATL	
5/6/2014	6941	12259		130,037.50		320,068.20			Dell US - C lots	
5/9/2014					99,960.00	220,108.20	Wire / 05-07			
5/7/2014					0.00	220,108.20	3054 / 05-07-14	N	83974.48 STOP PAY	
5/7/2014	6950	12270		24,057.00		244,165.20			HP MX-EOL-3653 DT (22,420.00 + 3% Norris + 4.3% Ship)	
5/8/2014	6951	12272		151,683.00		395,848.20			HPFS LT-5168 NB (147,265.00 + 3% Norris)	
5/14/2014					64,980.00	330,868.20	Wire / 05-14-14	Y		
5/19/2014	6965	12292		59,750.00		390,618.20			Dell Global Outlet Latitude 10 Tablets (478 x $125)	
5/20/2014	6968	12294		15,192.50		405,810.70			MISC PC's - ATL	
5/21/2014	6972	12298	22050	23,598.15		429,408.85			MISC PC's - CO	
5/21/2014					159,980.00	269,428.85	Wire / 05-21-14	Y		
5/22/2014	6975	12299		90,073.50		359,502.35			Dell US DT's	
5/22/2014	6976	12302		191,849.00		551,351.35			HPFS LT-5180 NBs 1056 Units	
5/22/2014	6955	12303		86,716.50		638,067.85			HP Refurb 409 Units	
5/27/2014					99,980.00	538,087.85	Wire / to BB&T	Y		
5/27/2014					29,980.00	508,107.85	Wire / to BB&T	Y		
5/29/2014					99,980.00	408,127.85	Wire / to BB&T	Y		
5/29/2014	6980	12307	910148	101,571.00		509,698.85			MISC PC's - ATL	
5/30/2014	6989	12321	910146	82,915.00		592,613.85			HPFS LT-5192 DT	
6/3/2014	7000	12336	910154	97,850.00		690,463.85			HPFS LT-5195 DT	
6/4/2014					149,940.00	540,523.85	Wire / to BB&T	Y		
6/6/2014			910153		82,915.00	457,608.85	C2K Ck # 3083 to BBT	Y		
6/6/2014					97,850.00	359,758.85	C2K Ck # 3055 to Chase	Y	cleared 6/19/14	

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
6/9/2014					90,358.85	269,400.00	Amex (Gary) - 3%	Y	Total charge - $93,069.62	
6/10/2014	6984	12350		8,000.00		277,400.00			SATA HDD's	
6/10/2014	7006	12347		265,536.00		542,936.00			Dell US NB & DT	
6/11/2014					48,500.00	494,436.00	Amex (Gary) - 3%	Y	Total charge - $50,000.00	
6/11/2014	7013	12357	910155	187,022.00		681,458.00			HPFS LT-5210 DT, LT-5211 DT	
6/12/2014					98,650.00	582,808.00	C2K Ck # 3087 to BBT	Y		
6/12/2014					98,650.00	484,158.00	C2K Ck # 3056 to Chase	Y	cleared 6/18/14	
6/12/2014					38,800.00	445,358.00	Amex (CDI) - 3%	Y	Total charge - $40,000.00	
6/17/2014					101,571.00	343,787.00	C2K Ck # 3089 to BBT	Y		
6/18/2014					94,572.00	249,215.00	C2K Ck # 3057 to Chase	Y		
6/25/2014					104,251.00	144,964.00	C2K Ck # 3134 to BBT	Y		
6/23/2014	6904A	12367		15,900.00		160,864.00			MISC LAPTOPS	6/24/2014
6/30/2014	6940, 6948D	12389		12,000.00		172,864.00			Dell LCDs	7/3/2014
7/2/2014	7034	12396		8,000.00		180,864.00			Z400s	7/2/2014
7/2/2014	7042	12397		58,710.00		239,574.00			HP LT-5236 DT 801pcs	7/3/2014
7/2/2014	7027	12398		6,500.00		246,074.00			160GB's from Dallas	7/8/2014
7/2/2014	7043	12400		91,320.00		337,394.00			MISC PC's - ATL	7/11/2014
7/7/2014					94,610.00	242,784.00	C2K Ck # 3136 to BBT	Y		
7/8/2014					72,750.00	170,034.00	Amex (Gary) - 3%	Y	Total charge - $75,000.00	
7/9/2014	7049	12417		320,000.00		490,034.00			Dell US NB & DT	7/10/2014
7/9/2014					174,578.00	315,456.00	C2K Ck # 3138 to BBT	Y		
7/11/2014	7056	12425		117,042.00		432,498.00			HP Refurbs 512 Units	
7/11/2014	7057	12426		136,475.00		568,973.00			HPFS LT-5241A-I DKT_ACC	7/14/2014
7/16/2014					91,320.00	477,653.00	C2K Ck # 3139 to BBT	Y		
7/17/2014					136,475.00	341,178.00	C2K Ck # 3142 to BBT	Y	Check #'s 3091 to 3096 - VOID - Printer Error	
7/22/2014					59,750.00	281,428.00	C2K Ck # 3058 to Chase	N	To pay for the Lat 10's - Deposited in Dallas	Bounce - Wired
7/22/2014		12439		7,000.00		288,428.00			250GB HDD's	
7/25/2014	7076	12449		41,250.00		329,678.00			Dell US - 600 PC's	
7/28/2014					102,250.00	227,428.00	C2K Ck # 3144 to Suntrust	Y	Transferred from Dean's checking to NT checking in BB&T	
7/29/2014					102,750.00	124,678.00	C2K Ck # 3145 to BBT	Y		
7/29/2014	7084	12458		103,000.00		227,678.00			HPFS LT-5261 NB - 600 Notebooks	
8/5/2014					227,678.00	0.00	C2K Ck # 3147 to BBT	Y		
8/5/2014	7096	12464		22,700.00		22,700.00			Misc PC ATL 191 units	8/5/2014
8/6/2014	7102	12493	910192	215,209.00		237,909.00			HP LT-5277 DKT 2,866 units	8/8/2014
8/7/2014					87,290.30	150,618.70	Amex (Gary) - 3%	Y	Total charge - $89,990.00	
8/8/2014					88,003.25	62,615.45	Amex (Gary) - 3%	Y	Total charge - $90,725.00	
8/12/2014	7107	12506		12,240.00		74,855.45			102- GX 780s, 84-C2D-3.06/4GB/500, 18-C2D-3.06/4GB/320	
8/15/2014					62,615.45	12,240.00	C2K Ck # 3149 to BBT	Y		
8/15/2014	7111	12522	910189	91,075.00		103,315.00			HPFS LT-5296 DT 1413 units _MISC	8/20/2014
8/26/2014	7119	12537	910190	212,000.00		315,315.00			LT-5310 NB, 1,240 pcs Notebooks	8/26/2014
8/26/2014					212,000.00	103,315.00	C2K Ck # 3153 to BBT	Y		
8/27/2014	7131	12554	910191	193,000.00		296,315.00			Dell US truck - DT / NB	
9/9/2014					111,750.00	184,565.00	C2K Ck # 3172 to BBT	Y		
9/10/2014	7150	12578		220,250.00		404,815.00			Dell US truck - DT / NB	
9/10/2014					103,474.75	301,340.25	Amex (Gary) - 3%	Y	Total Charge - $106,675.00	
9/10/2014					83,088.26	218,251.99	Amex (Gary) - 3%	Y	Total Charge - $85,658.00	
9/10/2014	7158	12589		90,000.00		308,251.99			HPFS LT-5339-WS, LT-5340-DT/MISC	
9/10/2014					220,250.00	88,001.99	C2K Ck # 3175 to BBT	Y		

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
9/11/2014	7162	12599		74,475.00		162,476.99			Towers ATL	
9/17/2014	7169	12611		147,695.00		310,171.99			HPFS LT-5360 DT/MISC, LT-5372 DT/MISC	
9/26/2014					144,745.00	165,426.99	C2K Ck # 3179 to BBT			
9/26/2014	7187	12635		89,090.00		254,516.99			HPFS LT-5385 DT, LT-5387 MISC	
10/1/2014					89,090.00	165,426.99	C2K Ck # 3182 to BBT	Y		
10/6/2014	7204	12661	910202	256,200.00		421,626.99			HPFS LT-5390WS, LT-5395DT, LT-5399NB	
10/6/2014	7205	12662	910201	92,307.00		513,933.99			HPFS EOL-3692 DT_LCD MEX	11/20/2014
10/7/2014					180,000.00	333,933.99	C2K Ck # 3227 to BBT	Y		
10/9/2014					72,750.00	261,183.99	Amex (Gary) - 3%		Total charge - $75,000.00	
10/9/2014					96,688.63	164,495.36	Amex (Gary) - 3%		Total charge - $99,679.00	
10/10/2014	7207	12670	910205	140,500.00		304,995.36			HPFS LT-5408DT, LT-5411WS	10/15/2014
10/13/2014	7212	12681	910206	195,250.00		500,245.36			Dell US 912 NB, 630 DT	10/15/2014
10/17/2014	7218	12694		75,556.00		575,801.36			Dell CA - 270DT, 360NB	10/21/2014
10/20/2014	7225	12703		139,716.25		715,517.61			HPFS LT-5427 DT (1,692), LT-5421 WS (113)	10/22/2014
10/20/2014					392,748.36	322,769.25	C2K Ck # 3215 to BBT	Y		
10/22/2014	7233	12720		138,056.00		460,825.25			HPFS LT-5436DT, AIO, WS 1,926 units	10/27/2014
10/28/2014					139,716.25	321,109.00	C2K Ck # 3219 to BBT	Y		
10/30/2014	7242	12774		105,977.00		427,086.00			HPFS LT-5455 DT, AIO, WS - 1,572 Units	10/31/2014
11/6/2014	Stock	12740		2,244.00		429,330.00			187-160GB 2.5"	11/20/2014
11/6/2014	Stock	12744		7,000.00		436,330.00			1,000-80GB SATA	11/20/2014
11/7/2014				89,500.00		525,830.00		Y	Chase NT Ck 2601	
11/7/2014					87,677.33	438,152.67	Amex (Gary) - 3%	Y	Total charge - $90,389.00	
11/14/2014	7252	12754		11,215.00		449,367.67			1,689- Desktop 1GB 5300, 554- Desktop 1GB 6400	11/20/2014
11/17/2014	STOCK	12760		25,876.00		475,243.67			173 - DC5800 MT, 115 - Misc Laptops	11/20/2014
12/2/2014					475,243.67	0.00	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP	
12/3/2014	7272	12793		81,000.00		81,000.00			Dell Canada - 330-DT, 270-NB	11/21/2014
12/3/2014	7286	12794*		106,745.00		187,745.00			HPFS LT-5497, Lot of 1,665 DT's, LT-5388 - 1 HALO B2B4	12/3/2014
12/4/2014	7291	12798*		72,038.20		259,783.20			Dell US lot - 30 LCDs, 851 DTs	
12/8/2014					82,450.00	177,333.20			Total charge - $85,000.00	
12/12/2014	7296			863.50		178,196.70			HST Return for Dell Canada Monitor Lot - NT Ck 2620	
12/12/2014	Various	12799*		38,455.00		216,651.70			Mixed PC lot	12/12/2014
12/16/2014	7302	12834*	100109	133,500.00		350,151.70			LT-5220A - 1,980 DT, LT-5220B - 41 AIO	
12/16/2014	7303	12835*	100113	181,300.00		531,451.70			LT-52526 - 351 Apple NB	
12/16/2014	7304	12836*		85,078.00		616,529.70			LT-5531 A to E, 1,380 DTs, 97 MISC	
12/18/2014		12848*		967.50		617,497.20			MISC RAM	
12/19/2014		12851*		9,348.00		626,845.20			80GB SATA	$18,805 Interest on $626,845.20
1/6/2015		12878*		99,090.00		725,935.20			MISC NB's - 592 Units - Was $94,855 - Gary Added	
1/6/2015					99,980.00	625,955.20	Wire to BB&T NT Op Acct			
1/7/2015					99,960.00	525,995.20	Wire to BB&T NT Op Acct			
1/12/2015					161,505.00	364,490.20	Amex (Gary) - 3%		Total charge - $166,500.00	
1/14/2015	7330	12893*		113,300.00		477,790.20			LT-5539 - Lot of 1,813 DT	
1/15/2015	7334	12903*		260,825.00		738,615.20			Dell US USED OFF LEASE LOT - 490 - DT, 1152 - NB	
1/20/2015					174,960.00	563,655.20	Wire to BB&T NT Op Acct			
1/26/2015	7351	12933*		36,050.00		599,705.20			LT-5555, 243 WS	
1/26/2015	7352	12933*		113,300.00		713,005.20			LT-5662, 1,771 DT / MISC	
1/28/2015					59,980.00	653,025.20	Wire to BB&T NT Op Acct			
1/28/2015					39,980.00	613,045.20	Wire to BB&T NT Op Acct			
2/6/2015					97,000.00	516,045.20	Amex (Gary) - 3%		Total charge - $100,000.00	

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
2/8/2015					103,790.00	412,255.20	Amex (Gary) - 3%		Total charge - $107,000.00	
2/10/2015	7374	12974*		145,521.00		557,776.20			LT-5576 - 1,480 DT, LT-5580 - 503 TC	
2/13/2015					124,980.00	432,796.20	Wire to BB&T NT Op Acct			
2/17/2015	7384	12987*		263,903.50		696,699.70			Dell US 720DT, 1008NB	
2/17/2015	7386	12989*		252,505.00		949,204.70			LT-5591 - 1,368DT, LT-5593 - 31NB, LT-5598 - 1,890DT	
2/17/2015	7371	12996*		77,277.00		1,026,481.70			Dell CA DT, NB, WS	
2/17/2015					77,257.00	949,224.70	Wire to BB&T NT Op Acct			
2/18/2015					34,000.00	915,224.70	Wire to BB&T NT Op Acct			
2/18/2015					260,000.00	655,224.70	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP	
2/20/2015					100,000.00	555,224.70	Wire to BB&T NT Op Acct			
2/24/2015					99,980.00	455,244.70	Wire to BB&T NT Op Acct			
3/6/2015	7410	13044*		218,360.00		673,604.70			LT-5609 DT/MISC, 1,577 units, LT-5623 DT/MISC, 1,694 units	
3/9/2015	7411	13045*		108,150.00		781,754.70			LT-5629 DT, 1,881 units	
3/10/2015					282,368.94	499,385.76	Amex (Gary) - 3%		Total charge - $291,102.00	
3/11/2015					99,992.00	399,393.76	Wire to BB&T NT Op Acct			
3/13/2015					399,393.76	0.00	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP 3/23/15	
3/23/2015	7391	13085*		195,003.72		195,003.72			HPFS Mexico 3,193DT, 640NB, 220WS	YES
3/23/2015	7432	13086*		123,450.00		318,453.72			HPFS LT5644 210WS, LT5648 88WS, LT5634 1,278DT	
3/23/2015	7431	13084*		-2,400.00		316,053.72			Product bought from C2K, sold to HPFS PO PN-004204	
3/23/2015	MULTI	13066*		39,773.52		355,827.24			DT's from Mike in Dallas	
3/26/2015	7442	13096*	100134	89,280.00		445,107.24			576 HP 8100, 3GB Ram, 160GB HD - NO CD, Win 7 COA	
3/31/2015	7449	13111*	100136	80,250.00		525,357.24			Dell US - 1,020 desktops	
3/31/2015	STOCK	13113*		12,012.00		537,369.24			344-250GB, 1200-160GB HDDs	
4/1/2015	7453	13116*		143,170.00		680,539.24			LT5675 - 115WS, LT5681DT - 1,472 DT	
4/3/2015					123,450.00	557,089.24	Deposit Comerica - moved to BB&T NT Op 4/8/15			
4/6/2015					99,992.00	457,097.24	Wire to BB&T NT Op Acct			
4/7/2015	7462	13130*	100141	124,630.00		581,727.24			LT-5686 DT - qty 1,393	
4/8/2015	STOCK	13132*		6,000.00		587,727.24			1,000 - 160GB SATA	
4/8/2015	7466	13133*		44,500.00		632,227.24			WS lot from Mike in Dallas	
4/13/2015					252,257.23	379,970.01	Amex (Gary) - 3%		Total charge - $260,059.00	
4/14/2015	7474	13143*		141,110.00		521,080.01			LT5696 DT 1,846, LT5688 WS 161	
4/14/2015	7475	13144*		47,615.37		568,695.38			Dell CA 240DT, 90PC, 60WS, 8Storage	
4/20/2015	STOCK	13158*		17,780.00		586,475.38			2000 - 160GB, 1445 - 120GB	
4/27/2015					209,723.00	376,752.38	Deposit Comerica - moved to BB&T NT Op 4/27/15			
4/24/2015	7496	13180*		87,550.00		464,302.38			LT-5718 - 1508 used off lease Desktops	
4/29/2015	7392 / 7503	13189*		26,690.00		490,992.38			Dell 760_780	
5/15/2015					229,493.13	261,499.25	Amex (Gary) - 3%		Total charge - $236,590.86	
5/18/2015	7543	13245*		145,088.89		406,588.14			LT-5757 1870 Used off lease desktops	
5/20/2015	7549	13357*		226,122.08		632,710.22			LT-5764 2300 Used off Lease Desktops	
5/21/2015	7551	13359*		39,385.00		672,095.22			233 Dell Opti 390, HDDs - DFW	YES
5/28/2015	7565	13376*		162,500.00		834,595.22			Dell US DT/NB lot	YES
6/4/2015	7566	13377*		101,606.41		936,201.63			LT - 5783 1642 Used off lease Desktops	YES
6/4/2015					25,000.00	911,201.63	Deposit Chase			
6/9/2015					50,000.00	861,201.63	Deposit Chase			
6/10/2015	7579	13392*		43,200.00		904,401.63			288 - 8100-3GB/160GB/No CD/Win7COA	
6/11/2015	7520	13395*		40,000.00		944,401.63			Lockheed NB_DT Lot	
6/11/2015					258,138.41	686,263.22	Amex (Gary) - 3%		Total charge - $266,122.08	
6/11/2015					170,000.00	516,263.22	Wire to BB&T NT Op Acct			

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
6/17/2015	7586	13402*		91,500.00		607,763.22			LT-5791 - 2,356 DT's	
6/19/2015					100,000.00	507,763.22	C2K Ck3315 - Chase			
6/16/2015	STOCK	13399*		17,653.44		525,416.66			MISC SYSTEMS FROM DFW	
6/22/2015	STOCK	13414*		74,820.65		600,237.31			MISC NB FROM DFW	
6/22/2015	7594	13417*		185,060.00		785,297.31			LT-5800 2,188 DTs, LT-5802 114 AIOs	
6/25/2015	7599	13425*		43,254.00		828,551.31			LT-5810 1,096 DT's	
6/25/2015					330,000.00	498,551.31	Wire to BB&T NT Op Acct			
6/25/2015	7494	13426*		207,728.73		706,280.04			EOL-3739_2740, 1,920 DT's, 1,241 LCDs, 723 NBs - MX	
6/26/2015					0.00	706,280.04	C2K Ck3317 - Chase		$107,000 sent to collections - STOP PAY	
6/26/2015	7601	13431*		114,450.00		820,730.04			1,655 - LCD/DT Lot - ATL	
6/29/2015	7602	13433*		55,500.00		876,230.04			1,304 - HP DTs - DFW	
7/2/2015	7616	13450*		107,635.00		983,865.04			LT-5822 1,755 DTs	
7/4/2015					234,476.86	749,388.18	Amex (Gary) - 3%		Total charge - $241,728.73	
7/10/2015					240,000.00	509,388.18	Wire to BB&T NT Op Acct			
7/14/2015	7625	13464*		76,640.00		586,028.18			LT-5835(-D too) 2,492 DT's	
7/15/2015					100,000.00	486,028.18	Wire to BB&T NT Op Acct			
7/15/2015	STOCK	13483*		109,962.00		595,990.18			774 NBs from DFW	
7/22/2015	7639	13496*		58,710.00		654,700.18			LT-5848 1,911 DT's	
7/23/2015	7644	13502*		51,300.00		706,000.18			WKS lot - DFW	
7/28/2015	STOCK	13516*		8,816.00		714,816.18			HDDs - DFW	
7/29/2015					300,000.00	414,816.18	Wire to BB&T NT Op Acct			
7/30/2015	7655	13520*	100177	10,100.00		424,916.18			87 - DT's - DFW	
8/5/2015	7662	13536*		110,880.00		535,796.18			1,080 - HP 8100/3GB/160GB - DFW	
8/8/2015	7670	13544*	100178	96,820.00		632,616.18			LT-5877 1,417 DT's	
8/13/2015		13551*	100174	75,000.00		707,616.18			2,652 - DTs - ATL	
8/14/2015	7612	13586* (8/27	100181	134,459.00		842,075.18			MX EOL-3744 989 DT's, EOL-3750 773 NB's	
8/14/2015					254,673.50	587,401.68	Amex (Gary) - 3%		Total charge - $262,550.00	
8/14/2015	7684	13556*	100176	139,050.00		726,451.68			LT-5886 2,398 DT's	
8/18/2015		13564*	100182	40,465.41		766,917.09			250GBs + NBs DFW	
8/14/2015		13552*	100175	29,880.00		796,797.09			664 - DTs - DFW	
8/25/2015	7704	13580*	100179	51,500.00		848,297.09			LT-5911 1,287 DT's	
8/31/2015					172,500.00	675,797.09				
9/4/2015	7721	13611*		46,250.00		722,047.09			Misc WS - Dell US	
9/10/2015					336,500.00	385,547.09	Wire to BB&T NT Op Acct			
9/11/2015		13628*	100180	118,800.00		504,347.09			1,080 - HP 8100 - ATL	
9/16/2015		13642*		77,000.00		581,347.09			550 - 6200T - ATL	
9/16/2015		13641*	100185	150,000.00		731,347.09			1,140 - DT's, Dell US	
9/18/2015					275,000.00	456,347.09	Wire to Chase NT Op Acct			
9/22/2015	7764	13668*		334,750.00		791,097.09			LT-5936, 2,531 DT's	
9/25/2015					272,702.89	518,394.20	Amex (Gary) - 3%		Total charge - $281,137.00	
9/29/2015	7776	13680*		197,760.00		716,154.20			LT-5959, 1,103 DT's	
9/29/2015	7777	13681*		95,480.00		811,634.20			LT-5977, 1,236 WS's	
9/29/2015	7778	13683*		47,060.00		858,694.20			370 SFF's - ATL	
10/1/2015	7785	13688*		198,573.00		1,057,267.20			LT-5993, 1,483 DT's 8200 i5's	10/20/2015
10/1/2015	7786	13689*		40,479.00		1,097,746.20			LT-5992, 524 WS's - Z200 i3's	10/20/2015
10/7/2015					293,240.00	804,506.20	Wire to BB&T NT Op Acct			
10/8/2015	7798	13712*		145,250.00		949,756.20			Dell US 1,110 DT's	
10/9/2015	7793	13923*		244,020.65		1,193,776.85			HP MX - 2,157 DT/AIO, 108 WS, 558 - NB	11/27/2015

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
10/13/2015	7805	13724*	100196	212,215.00		1,405,991.85			LT-6029, 1,657 NB's	10/19/2015
10/13/2015					287,120.00	1,118,871.85	Amex (Gary) - 3%		Total charge - $296,000.00	
10/14/2015	7808	13733*		17,160.00		1,136,031.85			130 - 790SFF - PA	
10/19/2015					350,000.00	786,031.85	Wire to BB&T NT Op Acct			
10/26/2015	7821	13763*	100198	95,790.00		881,821.85			LT-6062 1,651 DT's	10/26/2015
10/26/2015	7822	13762*	100199	5,950.00		887,771.85			LT-6043 238 TC's	10/26/2015
10/26/2015	7827	13760*		123,987.00		1,011,758.85			Dell US 1,110 DT's	10/27/2015
11/2/2015					300,000.00	711,758.85				
11/10/2015	Stock	13821*		25,950.00		737,708.85			167 - Misc DT's - DFW	
11/13/2015	7862	13856*	100201	74,160.00		811,868.85			LT-6077, 1,588 DT's	
11/13/2015	7864	13855*	100200	1,175.00		813,043.85			235 KBM's	
11/13/2015	7863					813,043.85			AC adapters Sort and settle	
11/17/2015					286,150.00	526,893.85	Amex (Gary) - 3%		Total charge - $295,000.00	
11/20/2015	7883	13858*		19,280.00		546,173.85			216 - 8100, 400 - 250GBs - ATL	
11/20/2015	7887	13862*		141,446.00		687,619.85			1,050 - DTs - Dell US	
11/20/2015	7888	13863*		33,860.00		721,479.85			MOGA	
11/23/2015	7890	13870*		80,810.00		802,289.85			1,618 DT's - OH	
11/24/2015	7433	13874*		2,750.00		805,039.85			550 - HP KBM	
11/30/2015					33,860.00	771,179.85	Deposit Chase NT Op		Pmt for MOGA - SO 13863	
12/4/2015					211,000.00	560,179.85	Wire to BB&T NT Op Acct			
12/8/2015	7915	13917*		226,558.00		786,737.85			LT-6144, 1,926 DT's	12/15/2015
12/9/2015	7918	13920*		258,000.00		1,044,737.85			LT-6145, 1,642 DT's	12/16/2015
12/9/2016	7920	13921*		21,570.00		1,066,307.85			892 HP PC and LCD	
12/11/2015	7928	13932*		145,975.50		1,212,283.35			1,110 DT's - Dell US	12/14/2015
12/11/2015	7931	13934*		158,474.00		1,370,757.35			1,329 DT's - ATL	12/14/2015
12/11/2015					172,660.00	1,198,097.35	Amex (Gary) - 3%		Total charge - $178,000.00	
12/14/2015						1,198,097.35	Amex (Gary) - 3%		Total charge - $129,000.00 - REVERSED 12/30/15	
12/18/2015					250,000.00	948,097.35	Wire to Chase NT Op Acct			
12/21/2015	7949	13963*		43,200.00		991,297.35			540 - HP8100, 5 - HP8100 - ATL	
1/4/2016	7863	13979*		7,500.00		998,797.35			2500 - AC Adapters	
1/12/2015					400,000.00	598,797.35	Wire to Chase NT Op Acct			
1/12/2016	7995	14015*		77,868.00		676,665.35			LT-6193 1,037 DTs	
1/13/2016		14024*		59,820.00		736,485.35			1,039 DTs NT S-S Stock	
1/15/2016					273,137.45	463,347.90	Amex (Gary) - 3%		Total charge - $281,585.00	
1/15/2016	8006	14035*		153,499.50		616,847.40			1,230 DTs - Dell US	
1/22/2016	8027	14078*		262,650.00		879,497.40			LT-6244, 1,867 DT's	
1/26/2016	8033	14083*		67,730.00		947,227.40			444 mixed PC..$28500, and 265-6200T..$135/	
1/27/2016					250,000.00	697,227.40	Wire to Chase NT Op Acct			
2/10/2016	8063	14151*		25,920.00		723,147.40			324 - HP8100	
2/11/2016	8066	14156*		16,560.00		739,707.40			170 - Misc Laptop	
2/17/2016					195,000.00	544,707.40	Wire to BB&T NT Op Acct			
2/17/2016					295,850.00	248,857.40	Amex (Gary) - 3%		Total charge - $305,000.00	
2/18/2016	8077	14174*		176,130.00		424,987.40			LT-6283 1,553 DTs	
2/18/2016	8083	14179*		135,000.00		559,987.40			Dell US 1,020 DTs	
2/19/2016	8086	14184*		13,845.18		573,832.58			77 Dell 7010SFF, I5-3200, 4GB, No HDD, DVD, Win7	
2/22/2016	8091	14192*		66,400.00		640,232.58			778- PC's - Atl	
2/24/2016	8097	14205*		77,000.00		717,232.58			2,613 DT Mixed	
3/11/2016	8132	14270		228,000.00		945,232.58			LT-6324 1,816 DT's	

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
3/22/2016	8165	14302		120,000.00		1,065,232.58			LT-6349 1,420 DT's	
3/22/2016					70,000.00	995,232.58	Wire to Comerica NCP acct			
3/23/2016	8169				14,847.09	980,385.49			C2K Inv 710047 - Memory/CPU's	
3/25/2016					30,000.00	950,385.49	Wire to Chase NT acct			
4/12/2016					253,000.00	697,385.49	Wire to Chase NT acct			

DEAN SALEM et al.
Applicants

-and-

AIMEE BODIMEADE
Respondent

Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT

FOGLER, RUBINOFF LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

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Tel: 416.864.7603
Fax: 416.941.8852

Lawyers for the Applicants

This is Exhibit "N" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

MASTER	)	**THURSDAY, THE 30TH**
Master T. R. Hawkins	)	**DAY OF JUNE, 2016**
	)	

B E T W E E N:

(Court Seal)

DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

ORDER

THIS MOTION, made by the Applicants, without notice, for an Order of this Court permitting the issuance of a certificate of pending litigation, was made this day at Toronto, Ontario.

ON READING the Affidavit of Dean Salem, and the Exhibits attached thereto, sworn June 23, 2016, filed, and the Affidavit of Nivia Gomes, sworn June 29, 2016 and upon hearing submissions of counsel for the Plaintiff.

1. THIS COURT ORDERS that a Certificate of Pending Litigation be issued forthwith against title to the lands legally described as follows:

PIN 26578-0082 LT

PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY

Municipally known as 7472 Ashburn Road, Whitby, Ontario L1M 2E8;

2. THIS COURT FURTHER ORDERS that the Plaintiff shall serve the Respondent, Aimee Bodimeade, with a copy of this Order, forthwith.

J.R. Hawkins M

Master T. R. Hawkins

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

JUN 30 2016

PER / PAR:

DEAN SALEM et al.
Applicants

-and-

AIMEE BODIMEADE
Respondent

Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

ORDER

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Fax: 416.941.8852

Lawyers for the Applicants

This is Exhibit "O" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE
NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

DEAN SALEM et al.
Applicants

-and-

AIMEE BODIMEADE
Respondent

Court File No. CV-16-555283

August 9, 2016

D. Levangie for applicants
A. Robertson for respondents

The respondents' counsel requested an adjournment to prepare responding material. The respondents have been in possession of the application record since July 19, 2016, but given the importance of the declaration of property interest sought, an adjournment is appropriate to ensure all relevant material is before the court. I agree with the applicants' submission that an interim order under paragraph (5) of the relief sought is necessary to protect the applicants' interests in case the respondent enters bankruptcy proceedings. Consequently, I adjourn this motion to a date to be scheduled by the parties on the following basis:

I make an order directing the Registrar of Land Titles to permit the Applicants to register a non-interest bearing charge/mortgage bearing standard charge terms 200033, in the amount of $1 million on title to the property municipally known as 7472 Ashburn Road, Whitby, Ontario L1M 2G8, legally described at paragraph (a) of

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

Amended
APPLICATION RECORD

FOGLER, RUBINOFF LLP
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77 King Street West
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TD Centre North Tower
Toronto, ON M5K 1G8

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Fax: 416.941.8852

Lawyers for the Applicants

SUPERIOR COURT OF JUSTICE / COUR SUPÉRIEURE DE JUSTICE
FILED / DÉPOSÉ
JUL 21 2016
AT / À
LOCAL REGISTRAR - GREFFIER LOCAL
TORONTO

until further order of the court,
the Applications, without prejudice to either party's position on validity or quantum which is to be determined at the return of the application.

The applicant shall serve a copy of this order as served and the application record on the trustee for the respondent's husband and the receiver for the respondent's husband's corporation.

It was necessary for the applicants to appear today to protect their interests pending the adjournment. The applicant requests the reasonable amount of $300 in costs for today's appearance. Respondent to pay costs of $300 to the applicant within 30 days of this order. If counsel wish to do so, they can provide me with a formal order for my signature.

B[illegible], J

Justice Glustein

This is Exhibit "P" referred to in the Affidavit of Dean Salem.
sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE
OF
TENNESSEE
NOTARY
PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

Ontario ServiceOntario

LAND REGISTRY OFFICE #40

26578-0082 (LT)

PREPARED FOR DSzechtman
ON 2016/11/18 AT 08:19:21

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 26578-0171

PIN CREATION DATE:
2000/04/07

OWNERS' NAMES
BODIMEADE, AIMEE LYNN

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1998/03/09 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 2000/04/07						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2000/04/07 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 2000/04/10 **						
D144416	1982/09/21	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	CHIN-A-LOY, JAMES CECIL CHIN-A-LOY, CAROL JOSEPHINE	
D532816	1999/04/14	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CHIN-A-LOY, JAMES CECIL CHIN-A-LOY, CAROL JOSEPHINE	CANADIAN IMPERIAL BANK OF COMMERCE	
D533048	1999/04/20	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CHIN-A-LOY, JAMES CECIL CHIN-A-LOY, CAROL JOSEPHINE	CIBC MORTGAGES INC.	
DR431857	2005/09/28	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: AIRPORT ZONING REGULATIONS						
DR649965	2007/09/28	TRANSFER	$638,000	CHIN-A-LOY, CAROL JOSEPHINE CHIN-A-LOY, JAMES CECIL	BODIMEADE, AIMEE LYNN	C
REMARKS: PLANNING ACT STATEMENTS						
DR649966	2007/09/28	CHARGE		*** COMPLETELY DELETED *** BODIMEADE, AIMEE LYNN	THE BANK OF NOVA SCOTIA	
DR656812	2007/10/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
REMARKS: RE: D533048						
DR664503	2007/11/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
REMARKS: RE: D532816						
DR721456	2008/06/20	CHARGE		*** COMPLETELY DELETED *** BODIMEADE, AIMEE LYNN	THE BANK OF NOVA SCOTIA	
DR721457	2008/06/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
REMARKS: RE: DR649966						
DR836940	2009/09/03	CHARGE		*** COMPLETELY DELETED *** BODIMEADE, AIMEE LYNN	PINFOLD, CRAIG	
DR1117711	2012/08/28	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** S & F EXCAVATING LIMITED		
DR1129513	2012/10/10	CERTIFICATE		*** COMPLETELY DELETED *** S & F EXCAVATING LIMITED		
REMARKS: DR1117711						
DR1148621	2012/12/24	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** S & F EXCAVATING LIMITED		
REMARKS: DR1117711.						
DR1210938	2013/09/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** PINFOLD, CRAIG		
REMARKS: DR836940.						

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
DR1334796	2015/01/23	CHARGE	$1,000,000	BODIMEADE, AIMEE LYNN	CANADIAN IMPERIAL BANK OF COMMERCE	C
DR1338907	2015/02/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
REMARKS: DR721456.						
DR1436575	2015/12/31	CONSTRUCTION LIEN	$74,615	REED, SCOTT		C
DR1437193	2016/01/05	CONSTRUCTION LIEN	$74,616	REED, SCOTT		C
DR1446246	2016/02/04	APL (GENERAL)		BODIMEADE, GARY		C
REMARKS: DESIGNATION OF A MATRIMONIAL HOME						
DR1449635	2016/02/18	CERTIFICATE		REED, SCOTT		C
REMARKS: CONSTRUCTION LIEN DR1437193						
DR1478658	2016/06/01	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	GRANT THORNTON LIMITED	C
DR1489206	2016/06/30	CERTIFICATE		DEAN SALEM AND NORRIS TECHNOLOGIES LLC		C
REMARKS: PENDING LITIGATION						
DR1504505	2016/08/12	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	SALEM, DEAN NORRIS TECHNOLOGIES LLC	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

This is Exhibit "Q" referred to in the Affidavit of Dean Salem
sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE
OF
TENNESSEE
NOTARY
PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Levangie, David W.

From: Dean Salem <dean@norris1.com>
Sent: Friday, July 29, 2016 12:11 PM
To: Jan Oros
Cc: Levangie, David W.
Subject: re[2]: Compuquest / Bodimeade bankruptcy
Attachments: 16-07-29 Form 31 PoC C2K Bodimeade executed.PDF; C2K Transactions R1.pdf

Mr. Oros,

I have attached the executed Proofs of Claim (Form 31) for Compuquest 2000 and Gary Bodimeade. I also included a copy of the accounting for the debt owed.
My Canadian attorney, David Levangie, is copied. I did not copy Mr. Krieger or Ms. Lakeram as there was no introduction made of these individuals.

Regarding the claim on the Teeter, I have requested a copy of the paid check for the unit from my financial institution. I will forward that information when I receive.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

---------- Original Message ----------

FROM: "Oros, Jan" <Jan.Oros@ca.gt.com>
TO: Dean Salem <dean@norris1.com>
CC: David W.Levangie <dlevangie@foglers.com>, "Krieger, Jonathan" <Jonathan.Krieger@ca.gt.com>, "Lakeram, Ann" <Ann.Lakeram@ca.gt.com>
DATE: Tue, 19 Jul 2016 02:03:28 +0000

SUBJECT: RE: Compuquest / Bodimeade bankruptcy

Mr. Salem,

Attached are the creditor packages for both 1299746 Ontario o/a Compuquest2000 and Gary Bodimeade's personal bankruptcy as requested.

The Compuquest creditor package was mailed to Norris based on address info we retrieved from the Company's accounting files. You will see Norris is listed as one of the creditors. Please complete the Proof of Claim form for Compuquest and provide a statement showing the balance owing and the applicable invoices that are still outstanding to Norris. Complete the proof of claim for Gary's personal bankruptcy if applicable and again provide details of the amount owing to you/Norris.

Regarding the Teeter unit, attached is the Proof of Property claim form 74 which requires it be completed by the owner of the teeter and then needs to be notarized. The form also needs to be accompanied with supporting information to show how/why it belongs to the person making the claim. As you can hopefully appreciate, we cannot remove items listed for sale based solely on your email below.

If you have any questions on the attached, please advise.

Regards,

Jan Oros | Manager
Grant Thornton Limited
11th Floor | 200 King Street West | Box 11 | Toronto | ON | M5H 3T4 T +1 416 360 5023 | C +1 416 899 2717 | F +1 416 360 4949 E Jan.Oros@ca.gt.com | W http://www.grantthornton.ca/

-----Original Message-----
From: Dean Salem [mailto:dean@norris1.com]
Sent: Monday, July 18, 2016 4:42 PM
To: Oros, Jan
Cc: David W.Levangie
Subject: Compuquest / Bodimeade bankruptcy

Jan,

Per our conversation, we need to file our creditors claim in these proceedings.
Please send via reply. I have copied David Levangie, my attorney in Canada, on this email. Please include him in your reply. In addition, the Teeter unitshown in the auction needs to be removed. Thank you-

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

Grant Thornton Limited
11th Floor, 200 King Street West, Box 11
Toronto ON M5H 3T4
Phone: (416) 366-0100 Fax: (416) 360-4948

District of:	Ontario
Division No.	09 - Toronto
Court No.	31-2128393
Estate No.	31-2128393

- FORM 31 -
Proof of Claim
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and Paragraphs 51(1)(e) and 66.14(b) of the Act)

In the matter of the bankruptcy of
Gary Wayne Bodimeade
of the Town of Brooklin, in the Province of Ontario

All notices or correspondence regarding this claim must be forwarded to the following address:
Norris Technologies LLC, Attn: Dean Salem, 751 Fox Ridge Ln, Caryville, TN 37714

In the matter of the bankruptcy of Gary Wayne Bodimeade of the Town of Brooklin in the Province of Ontario and the claim of Norris Technologies, LLC, creditor.

I, Dean Salem (name of creditor or representative of the creditor), of the city of Caryville in the province of TN, USA, do hereby certify:

1. That I am a creditor of the above named debtor (or I am President (position/title) of Norris Technologies, LLC creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 25th day of May 2016, and still is, indebted to the creditor in the sum of US$ 803,585.49, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

Compuquest 2000 and Mr. Gary Bodimeade (personally) did guarantee the debt with his marital assets including his interest in the marital estate.

☒ A. UNSECURED CLAIM OF $ US$803,585.49
(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description.)

☐ Regarding the amount of $ ________, I claim a right to a priority under section 136 of the Act.

☐ Regarding the amount of $________, I do not claim a right to a priority.
(Set out on an attached sheet details to support priority claim.)

☐ B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE $________

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

☐ C. SECURED CLAIM OF $________

That in respect of this debt, I hold assets of the debtor valued at $________ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

☐ D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF $________

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of $________
(Attach a copy of sales agreement and delivery receipts.)

☐ E. CLAIM BY WAGE EARNER OF $________________

☐ That I hereby make a claim under subsection 81.3(8) of the Act in the amount of $________,

☐ That I hereby make a claim under subsection 81.4(8) of the Act in the amount of $________,

☐ F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF $________________

☐ That I hereby make a claim under subsection 81.5 of the Act in the amount of $________,

☐ That I hereby make a claim under subsection 81.6 of the Act in the amount of $________,

☐ G. CLAIM AGAINST DIRECTOR $________

(To be completed when a proposal provides for the compromise of claims against directors.)
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

☐ H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM $________

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I am not (am/am not) (or the above-named creditor is not (is/is not)) related to the debtor within the meaning of section 4 of the Act, and has not (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

☒ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

☒ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Caryville, TN, this 29 day of July, 2016.

[signature]
Witness

[signature]
Creditor

Phone Number: 214-697-7638
Fax Number: 615-250-7937
E-mail Address: dean@norris1.com

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

Grant Thornton Limited
11th Floor, 200 King Street West, Box 11
Toronto ON M5H 3T4
Phone: (416) 366-0100 Fax: (416) 360-4948

District of:	Ontario
Division No.	09 - Toronto
Court No.	31-2128389
Estate No.	31-2128389

FORM 31
Proof of Claim
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and Paragraphs 51(1)(e) and 66.14(b) of the Act)

In the matter of the bankruptcy of
1299746 ONTARIO INC.
of the City of Pickering, in the Province of Ontario

All notices or correspondence regarding this claim must be forwarded to the following address:
Norris Technologies LLC, Attn: Dean Salem, 751 Fox Ridge Ln, Caryville, TN 37714

In the matter of the bankruptcy of 1299746 ONTARIO INC. of the City of Pickering in the Province of Ontario and the claim of Norris Technologies, LLC, creditor.

I, Dean Salem (name of creditor or representative of the creditor), of the city of Caryville in the province of TN, USA, do hereby certify:

1. That I am a creditor of the above named debtor (or I am President (position/title) of Norris Technologies, LLC creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 25th day of May 2016, and still is, indebted to the creditor in the sum of US$803,585.49, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

Compuquest 2000 and Mr. Gary Bodimeade (personally) did guarantee the debt with his marital assets including his interest in the marital estate.

☒ A. UNSECURED CLAIM OF $ US$803,585.49
(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description.)

☐ Regarding the amount of $ ________, I claim a right to a priority under section 136 of the Act.

☐ Regarding the amount of $________, I do not claim a right to a priority.
(Set out on an attached sheet details to support priority claim.)

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(Give full particulars of the claim, including the calculations upon which the claim is based.)

☐ C. SECURED CLAIM OF $________

That in respect of this debt, I hold assets of the debtor valued at $________ as security, particulars of which are as follows: *(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)*

☐ D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF $________

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of $________
(Attach a copy of sales agreement and delivery receipts.)

☐ E. CLAIM BY WAGE EARNER OF $__________

☐ That I hereby make a claim under subsection 81.3(8) of the Act in the amount of $________,

☐ That I hereby make a claim under subsection 81.4(8) of the Act in the amount of $________,

☐ F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF $__________

☐ That I hereby make a claim under subsection 81.5 of the Act in the amount of $________,

☐ That I hereby make a claim under subsection 81.6 of the Act in the amount of $________,

☐ G. CLAIM AGAINST DIRECTOR $________

(To be completed when a proposal provides for the compromise of claims against directors.)
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

☐ H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM $________

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I am not (am/am not) (or the above-named creditor is not (is/is not)) related to the debtor within the meaning of section 4 of the Act, and has not (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

☐ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

☐ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Caryville, TN, this 29 day of July, 2016.

[signature]
Witness

[signature]
Creditor

Phone Number: 214-697-7638
Fax Number: 615-250-7937
E-mail Address: dean@norris1.com

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

Date	Check #	Cleared	Check Amt	Debit	Credit	Balance	Interest	Reconcile	Rec Notes
1/29/2016	2956	Y	256,000.00		250,000.00	0.00			
2/3/2016	2957	Y	200,000.00		200,000.00	-200,000.00			
2/5/2016	1199-BBT-DAS	Y	280,000.00	280,000.00		80,000.00			
2/16/2016	2945	N	200,000.00			80,000.00			Bank Refused 03/04/16, wired to Comerica
2/17/2016	1200-BBT-DAS	Y	195,000.00	195,000.00		275,000.00			
2/20/2016	1201-BBT-DAS	Y	250,000.00	250,000.00		525,000.00			
2/24/2016	2955	N	200,000.00		195,000.00	330,000.00			Bank Refused, then wired to Comerica
2/29/2016	1126-CTBI-DAS	Y	65,000.00	65,000.00		395,000.00			
3/1/2016	Wire-CTBI-Sunny	Y	200,000.00	200,000.00		595,000.00			
3/1/2016	2948	N	250,000.00		242,500.00	352,500.00			Bank Refused, then wired to Comerica
3/4/2016	Wire	Y	200,000.00		194,000.00	158,500.00			
4/12/2016		Y	52,300.00		52,300.00	106,200.00			Bank Refused, then wired to Comerica NCP - xfer to DAS acct

Total US$106,200.00 - this sheet 1

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
1/22/2014	6724	11984		73,130.00	73,130.00	0.00	WIRE 01-24-14	Y	Dell US WS	
2/4/2014	6752	12035	910106	28,719.23	28,719.23	0.00	AMEX 03-04-14	Y	Dell Canada PCs	
2/7/2014	6758	12042	910097	65,931.65	65,931.65	0.00	WIRE 02-13-14	Y	IT Source KS	
2/12/2014	6764	12055	910107	36,328.10	36,328.10	0.00	AMEX 02-24-14	Y	Dell US PC's	
2/26/2014	6770	12087	910105	39,819.80	39,819.80	0.00	3026 / 02-26-14	Y	HPFS AVAILABLE WS 2-14-2014	
2/26/2014	6779	12086	910109	61,285.00	61,285.00	0.00	3027 / 02-27-14	Y	HPFS Available DTs 2-19-2014	
2/26/2014	6785	12085	910110	45,062.50	45,062.50	0.00	3026 / 02-26-14	Y	Dell US Workstations	
2/27/2014	6793	12091	910112, 11	143,800.00	143,800.00	0.00	3028 / 03-06-14	Y	Dell US NB & DT	
3/4/2014	6801	12099	910115	130,398.00	130,398.00	0.00	3029 / 03-10-14	Y	HPFS DKT-5001 Norris Companies OC	
3/18/2014	6823	12130	910122	173,887.69	173,887.69	0.00	3040, 3041/ 03-21-14	Y	HPFS LT-5025-DKT	
3/21/2014	6828	12136	910123	106,859.41	106,859.41	0.00	3043 / 03-27-14	Y	Dell US NB Lot	
3/27/2014	6849	12159	910127	2,703.75	2,703.75	0.00	3049 / 04-04-14	Y	HPFS LT-5011 105 - Thin Client	
4/1/2014	6859	12173	910127	95,252.34	95,252.34	0.00	3049 / 04-04-14	Y	HPFS LT-5053-DKT - DT's	
4/1/2014	6843	12174		6,500.00		6,500.00			160GB's from Dallas	
4/3/2014	6867	12179		183,340.00		189,840.00			Dell US NB & DT Lot	
4/15/2014	6902	12202		17,061.00		206,901.00			499Misc PCs Atl	
4/17/2014	6777	12211		23,340.00		230,241.00			240 PC's	
4/17/2014	6912, 6912A	12212		89,450.35		319,691.35			Dell US - DT's & WKS	
4/22/2014		12179			99,960.00	219,731.35	Wire / 04-22			
4/23/2014	6923	12231		54,354.13		274,085.48			Dell CA - DT, NB	
4/24/2014		12212			87,300.00	186,785.48	Amex ($90K - 3%)	Y		
4/23/2014		12179			22,980.00	163,805.48	Wire / 04-23	Y		
4/29/2014		12231			52,771.00	111,034.48	CC Pmt to Dell CA	Y		
4/30/2014	6950	12270		26,626.50		137,660.98			HP MX-EOL-3643 NB ($24,815 + 3% Norris + 4.3% Ship)	
4/30/2014	6950	12270		23,219.72		160,880.70			HP MX-EOL-3639 WS ($21,640 + 3% Norris + 4.3% Ship)	
5/1/2014	6937	12252		29,150.00		190,030.70			Mixed PC - ATL	
5/6/2014	6941	12259		130,037.50		320,068.20			Dell US - C lots	
5/9/2014					99,960.00	220,108.20	Wire / 05-07			
5/7/2014					0.00	220,108.20	3054 / 05-07-14	N	83974.48 STOP PAY	
5/7/2014	6950	12270		24,057.00		244,165.20			HP MX-EOL-3653 DT (22,420.00 + 3% Norris + 4.3% Ship)	
5/8/2014	6951	12272		151,683.00		395,848.20			HPFS LT-5168 NB (147,265.00 + 3% Norris)	
5/14/2014					64,980.00	330,868.20	Wire / 05-14-14	Y		
5/19/2014	6965	12292		59,750.00		390,618.20			Dell Global Outlet Latitude 10 Tablets (478 x $125)	
5/20/2014	6968	12294		15,192.50		405,810.70			MISC PC's - ATL	
5/21/2014	6972	12298	22050	23,598.15		429,408.85			MISC PC's - CO	
5/21/2014					159,980.00	269,428.85	Wire / 05-21-14	Y		
5/22/2014	6975	12299		90,073.50		359,502.35			Dell US DT's	
5/22/2014	6976	12302		191,849.00		551,351.35			HPFS LT-5180 NBs 1056 Units	
5/22/2014	6955	12303		86,716.50		638,067.85			HP Refurb 409 Units	
5/27/2014					99,980.00	538,087.85	Wire / to BB&T	Y		
5/27/2014					29,980.00	508,107.85	Wire / to BB&T	Y		
5/29/2014					99,980.00	408,127.85	Wire / to BB&T	Y		
5/29/2014	6980	12307	910148	101,571.00		509,698.85			MISC PC's - ATL	
5/30/2014	6989	12321	910146	82,915.00		592,613.85			HPFS LT-5192 DT	
6/3/2014	7000	12336	910154	97,850.00		690,463.85			HPFS LT-5195 DT	
6/4/2014					149,940.00	540,523.85	Wire / to BB&T	Y		
6/6/2014			910153		82,915.00	457,608.85	C2K Ck # 3083 to BBT	Y		
6/6/2014					97,850.00	359,758.85	C2K Ck # 3055 to Chase	Y	cleared 6/19/14	

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
6/9/2014					90,358.85	269,400.00	Amex (Gary) - 3%	Y	Total charge - $93,069.62	
6/10/2014	6984	12350		8,000.00		277,400.00			SATA HDD's	
6/10/2014	7006	12347		265,536.00		542,936.00			Dell US NB & DT	
6/11/2014					48,500.00	494,436.00	Amex (Gary) - 3%	Y	Total charge - $50,000.00	
6/11/2014	7013	12357	910155	187,022.00		681,458.00			HPFS LT-5210 DT, LT-5211 DT	
6/12/2014					98,650.00	582,808.00	C2K Ck # 3087 to BBT	Y		
6/12/2014					98,650.00	484,158.00	C2K Ck # 3056 to Chase	Y	cleared 6/18/14	
6/12/2014					38,800.00	445,358.00	Amex (CDI) - 3%	Y	Total charge - $40,000.00	
6/17/2014					101,571.00	343,787.00	C2K Ck # 3089 to BBT	Y		
6/18/2014					94,572.00	249,215.00	C2K Ck # 3057 to Chase	Y		
6/25/2014					104,251.00	144,964.00	C2K Ck # 3134 to BBT	Y		
6/23/2014	6904A	12367		15,900.00		160,864.00			MISC LAPTOPS	6/24/2014
6/30/2014	6940, 6948D	12389		12,000.00		172,864.00			Dell LCDs	7/3/2014
7/2/2014	7034	12396		8,000.00		180,864.00			Z400s	7/2/2014
7/2/2014	7042	12397		58,710.00		239,574.00			HP LT-5236 DT 801pcs	7/3/2014
7/2/2014	7027	12398		6,500.00		246,074.00			160GB's from Dallas	7/8/2014
7/2/2014	7043	12400		91,320.00		337,394.00			MISC PC's - ATL	7/11/2014
7/7/2014					94,610.00	242,784.00	C2K Ck # 3136 to BBT	Y		
7/8/2014					72,750.00	170,034.00	Amex (Gary) - 3%	Y	Total charge - $75,000.00	
7/9/2014	7049	12417		320,000.00		490,034.00			Dell US NB & DT	7/10/2014
7/9/2014					174,578.00	315,456.00	C2K Ck # 3138 to BBT	Y		
7/11/2014	7056	12425		117,042.00		432,498.00			HP Refurbs 512 Units	
7/11/2014	7057	12426		136,475.00		568,973.00			HPFS LT-5241A-I DKT_ACC	7/14/2014
7/16/2014					91,320.00	477,653.00	C2K Ck # 3139 to BBT	Y		
7/17/2014					136,475.00	341,178.00	C2K Ck # 3142 to BBT	Y	Check #'s 3091 to 3096 - VOID - Printer Error	
7/22/2014					59,750.00	281,428.00	C2K Ck # 3058 to Chase	N	To pay for the Lat 10's - Deposited in Dallas	Bounce - Wired
7/22/2014		12439		7,000.00		288,428.00			250GB HDD's	
7/25/2014	7076	12449		41,250.00		329,678.00			Dell US - 600 PC's	
7/28/2014					102,250.00	227,428.00	C2K Ck # 3144 to Suntrust	Y	Transferred from Dean's checking to NT checking in BB&T	
7/29/2014					102,750.00	124,678.00	C2K Ck # 3145 to BBT	Y		
7/29/2014	7084	12458		103,000.00		227,678.00			HPFS LT-5261 NB - 600 Notebooks	
8/5/2014					227,678.00	0.00	C2K Ck # 3147 to BBT	Y		
8/5/2014	7096	12464		22,700.00		22,700.00			Misc PC ATL 191 units	8/5/2014
8/6/2014	7102	12493	910192	215,209.00		237,909.00			HP LT-5277 DKT 2,866 units	8/8/2014
8/7/2014					87,290.30	150,618.70	Amex (Gary) - 3%	Y	Total charge - $89,990.00	
8/8/2014					88,003.25	62,615.45	Amex (Gary) - 3%	Y	Total charge - $90,725.00	
8/12/2014	7107	12506		12,240.00		74,855.45			102- GX 780s, 84-C2D-3.06/4GB/500, 18-C2D-3.06/4GB/320	
8/15/2014					62,615.45	12,240.00	C2K Ck # 3149 to BBT	Y		
8/15/2014	7111	12522	910189	91,075.00		103,315.00			HPFS LT-5296 DT 1413 units _MISC	8/20/2014
8/26/2014	7119	12537	910190	212,000.00		315,315.00			LT-5310 NB, 1,240 pcs Notebooks	8/26/2014
8/26/2014					212,000.00	103,315.00	C2K Ck # 3153 to BBT	Y		
8/27/2014	7131	12554	910191	193,000.00		296,315.00			Dell US truck - DT / NB	
9/9/2014					111,750.00	184,565.00	C2K Ck # 3172 to BBT	Y		
9/10/2014	7150	12578		220,250.00		404,815.00			Dell US truck - DT / NB	
9/10/2014					103,474.75	301,340.25	Amex (Gary) - 3%	Y	Total Charge - $106,675.00	
9/10/2014					83,088.26	218,251.99	Amex (Gary) - 3%	Y	Total Charge - $85,658.00	
9/10/2014	7158	12589		90,000.00		308,251.99			HPFS LT-5339-WS, LT-5340-DT/MISC	
9/10/2014					220,250.00	88,001.99	C2K Ck # 3175 to BBT	Y		

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
9/11/2014	7162	12599		74,475.00		162,476.99			Towers ATL	
9/17/2014	7169	12611		147,695.00		310,171.99			HPFS LT-5360 DT/MISC, LT-5372 DT/MISC	
9/26/2014					144,745.00	165,426.99	C2K Ck # 3179 to BBT			
9/26/2014	7187	12635		89,090.00		254,516.99			HPFS LT-5385 DT, LT-5387 MISC	
10/1/2014					89,090.00	165,426.99	C2K Ck # 3182 to BBT	Y		
10/6/2014	7204	12661	910202	256,200.00		421,626.99			HPFS LT-5390WS, LT-5395DT, LT-5399NB	
10/6/2014	7205	12662	910201	92,307.00		513,933.99			HPFS EOL-3692 DT_LCD MEX	11/20/2014
10/7/2014					180,000.00	333,933.99	C2K Ck # 3227 to BBT	Y		
10/9/2014					72,750.00	261,183.99	Amex (Gary) - 3%		Total charge - $75,000.00	
10/9/2014					96,688.63	164,495.36	Amex (Gary) - 3%		Total charge - $99,679.00	
10/10/2014	7207	12670	910205	140,500.00		304,995.36			HPFS LT-5408DT, LT-5411WS	10/15/2014
10/13/2014	7212	12681	910206	195,250.00		500,245.36			Dell US 912 NB, 630 DT	10/15/2014
10/17/2014	7218	12694		75,556.00		575,801.36			Dell CA - 270DT, 360NB	10/21/2014
10/20/2014	7225	12703		139,716.25		715,517.61			HPFS LT-5427 DT (1,692), LT-5421 WS (113)	10/22/2014
10/20/2014					392,748.36	322,769.25	C2K Ck # 3215 to BBT	Y		
10/22/2014	7233	12720		138,056.00		460,825.25			HPFS LT-5436DT, AIO, WS 1,926 units	10/27/2014
10/28/2014					139,716.25	321,109.00	C2K Ck # 3219 to BBT	Y		
10/30/2014	7242	12774		105,977.00		427,086.00			HPFS LT-5455 DT, AIO, WS - 1,572 Units	10/31/2014
11/6/2014	Stock	12740		2,244.00		429,330.00			187-160GB 2.5"	11/20/2014
11/6/2014	Stock	12744		7,000.00		436,330.00			1,000-80GB SATA	11/20/2014
11/7/2014				89,500.00		525,830.00		Y	Chase NT Ck 2601	
11/7/2014					87,677.33	438,152.67	Amex (Gary) - 3%	Y	Total charge - $90,389.00	
11/14/2014	7252	12754		11,215.00		449,367.67			1,689- Desktop 1GB 5300, 554- Desktop 1GB 6400	11/20/2014
11/17/2014	STOCK	12760		25,876.00		475,243.67			173 - DC5800 MT, 115 - Misc Laptops	11/20/2014
12/2/2014					475,243.67	0.00	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP	
12/3/2014	7272	12793		81,000.00		81,000.00			Dell Canada - 330-DT, 270-NB	11/21/2014
12/3/2014	7286	12794*		106,745.00		187,745.00			HPFS LT-5497, Lot of 1,665 DT's, LT-5388 - 1 HALO B2B4	12/3/2014
12/4/2014	7291	12798*		72,038.20		259,783.20			Dell US lot - 30 LCDs, 851 DTs	
12/8/2014					82,450.00	177,333.20			Total charge - $85,000.00	
12/12/2014	7296			863.50		178,196.70			HST Return for Dell Canada Monitor Lot - NT Ck 2620	
12/12/2014	Various	12799*		38,455.00		216,651.70			Mixed PC lot	12/12/2014
12/16/2014	7302	12834*	100109	133,500.00		350,151.70			LT-5220A - 1,980 DT, LT-5220B - 41 AIO	
12/16/2014	7303	12835*	100113	181,300.00		531,451.70			LT-52526 - 351 Apple NB	
12/16/2014	7304	12836*		85,078.00		616,529.70			LT-5531 A to E, 1,380 DTs, 97 MISC	
12/18/2014		12848*		967.50		617,497.20			MISC RAM	
12/19/2014		12851*		9,348.00		626,845.20			80GB SATA	$18,805 Interest on $626,845.20
1/6/2015		12878*		99,090.00		725,935.20			MISC NB's - 592 Units - Was $94,855 - Gary Added	
1/6/2015					99,980.00	625,955.20	Wire to BB&T NT Op Acct			
1/7/2015					99,960.00	525,995.20	Wire to BB&T NT Op Acct			
1/12/2015					161,505.00	364,490.20	Amex (Gary) - 3%		Total charge - $166,500.00	
1/14/2015	7330	12893*		113,300.00		477,790.20			LT-5539 - Lot of 1,813 DT	
1/15/2015	7334	12903*		260,825.00		738,615.20			Dell US USED OFF LEASE LOT - 490 - DT, 1152 - NB	
1/20/2015					174,960.00	563,655.20	Wire to BB&T NT Op Acct			
1/26/2015	7351	12933*		36,050.00		599,705.20			LT-5555, 243 WS	
1/26/2015	7352	12933*		113,300.00		713,005.20			LT-5662, 1,771 DT / MISC	
1/28/2015					59,980.00	653,025.20	Wire to BB&T NT Op Acct			
1/28/2015					39,980.00	613,045.20	Wire to BB&T NT Op Acct			
2/6/2015					97,000.00	516,045.20	Amex (Gary) - 3%		Total charge - $100,000.00	

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
2/8/2015					103,790.00	412,255.20	Amex (Gary) - 3%		Total charge - $107,000.00	
2/10/2015	7374	12974*		145,521.00		557,776.20			LT-5576 - 1,480 DT, LT-5580 - 503 TC	
2/13/2015					124,980.00	432,796.20	Wire to BB&T NT Op Acct			
2/17/2015	7384	12987*		263,903.50		696,699.70			Dell US 720DT, 1008NB	
2/17/2015	7386	12989*		252,505.00		949,204.70			LT-5591 - 1,368DT, LT-5593 - 31NB, LT-5598 - 1,890DT	
2/17/2015	7371	12996*		77,277.00		1,026,481.70			Dell CA DT, NB, WS	
2/17/2015					77,257.00	949,224.70	Wire to BB&T NT Op Acct			
2/18/2015					34,000.00	915,224.70	Wire to BB&T NT Op Acct			
2/18/2015					260,000.00	655,224.70	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP	
2/20/2015					100,000.00	555,224.70	Wire to BB&T NT Op Acct			
2/24/2015					99,980.00	455,244.70	Wire to BB&T NT Op Acct			
3/6/2015	7410	13044*		218,360.00		673,604.70			LT-5609 DT/MISC, 1,577 units, LT-5623 DT/MISC, 1,694 units	
3/9/2015	7411	13045*		108,150.00		781,754.70			LT-5629 DT, 1,881 units	
3/10/2015					282,368.94	499,385.76	Amex (Gary) - 3%		Total charge - $291,102.00	
3/11/2015					99,992.00	399,393.76	Wire to BB&T NT Op Acct			
3/13/2015					399,393.76	0.00	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP 3/23/15	
3/23/2015	7391	13085*		195,003.72		195,003.72			HPFS Mexico 3,193DT, 640NB, 220WS	YES
3/23/2015	7432	13086*		123,450.00		318,453.72			HPFS LT5644 210WS, LT5648 88WS, LT5634 1,278DT	
3/23/2015	7431	13084*		-2,400.00		316,053.72			Product bought from C2K, sold to HPFS PO PN-004204	
3/23/2015	MULTI	13066*		39,773.52		355,827.24			DT's from Mike in Dallas	
3/26/2015	7442	13096*	100134	89,280.00		445,107.24			576 HP 8100, 3GB Ram, 160GB HD - NO CD, Win 7 COA	
3/31/2015	7449	13111*	100136	80,250.00		525,357.24			Dell US - 1,020 desktops	
3/31/2015	STOCK	13113*		12,012.00		537,369.24			344-250GB, 1200-160GB HDDs	
4/1/2015	7453	13116*		143,170.00		680,539.24			LT5675 - 115WS, LT5681DT - 1,472 DT	
4/3/2015					123,450.00	557,089.24	Deposit Comerica - moved to BB&T NT Op 4/8/15			
4/6/2015					99,992.00	457,097.24	Wire to BB&T NT Op Acct			
4/7/2015	7462	13130*	100141	124,630.00		581,727.24			LT-5686 DT - qty 1,393	
4/8/2015	STOCK	13132*		6,000.00		587,727.24			1,000 - 160GB SATA	
4/8/2015	7466	13133*		44,500.00		632,227.24			WS lot from Mike in Dallas	
4/13/2015					252,257.23	379,970.01	Amex (Gary) - 3%		Total charge - $260,059.00	
4/14/2015	7474	13143*		141,110.00		521,080.01			LT5696 DT 1,846, LT5688 WS 161	
4/14/2015	7475	13144*		47,615.37		568,695.38			Dell CA 240DT, 90PC, 60WS, 8Storage	
4/20/2015	STOCK	13158*		17,780.00		586,475.38			2000 - 160GB, 1445 - 120GB	
4/27/2015					209,723.00	376,752.38	Deposit Comerica - moved to BB&T NT Op 4/27/15			
4/24/2015	7496	13180*		87,550.00		464,302.38			LT-5718 - 1508 used off lease Desktops	
4/29/2015	7392 / 7503	13189*		26,690.00		490,992.38			Dell 760_780	
5/15/2015					229,493.13	261,499.25	Amex (Gary) - 3%		Total charge - $236,590.86	
5/18/2015	7543	13245*		145,088.89		406,588.14			LT-5757 1870 Used off lease desktops	
5/20/2015	7549	13357*		226,122.08		632,710.22			LT-5764 2300 Used off Lease Desktops	
5/21/2015	7551	13359*		39,385.00		672,095.22			233 Dell Opti 390, HDDs - DFW	YES
5/28/2015	7565	13376*		162,500.00		834,595.22			Dell US DT/NB lot	YES
6/4/2015	7566	13377*		101,606.41		936,201.63			LT - 5783 1642 Used off lease Desktops	YES
6/4/2015					25,000.00	911,201.63	Deposit Chase			
6/9/2015					50,000.00	861,201.63	Deposit Chase			
6/10/2015	7579	13392*		43,200.00		904,401.63			288 - 8100-3GB/160GB/No CD/Win7COA	
6/11/2015	7520	13395*		40,000.00		944,401.63			Lockheed NB_DT Lot	
6/11/2015					258,138.41	686,263.22	Amex (Gary) - 3%		Total charge - $266,122.08	
6/11/2015					170,000.00	516,263.22	Wire to BB&T NT Op Acct			

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
6/17/2015	7586	13402*		91,500.00		607,763.22			LT-5791 - 2,356 DT's	
6/19/2015					100,000.00	507,763.22	C2K Ck3315 - Chase			
6/16/2015	STOCK	13399*		17,653.44		525,416.66			MISC SYSTEMS FROM DFW	
6/22/2015	STOCK	13414*		74,820.65		600,237.31			MISC NB FROM DFW	
6/22/2015	7594	13417*		185,060.00		785,297.31			LT-5800 2,188 DTs, LT-5802 114 AIOs	
6/25/2015	7599	13425*		43,254.00		828,551.31			LT-5810 1,096 DT's	
6/25/2015					330,000.00	498,551.31	Wire to BB&T NT Op Acct			
6/25/2015	7494	13426*		207,728.73		706,280.04			EOL-3739_2740, 1,920 DT's, 1,241 LCDs, 723 NBs - MX	
6/26/2015					0.00	706,280.04	C2K Ck3317 - Chase		$107,000 sent to collections - STOP PAY	
6/26/2015	7601	13431*		114,450.00		820,730.04			1,655 - LCD/DT Lot - ATL	
6/29/2015	7602	13433*		55,500.00		876,230.04			1,304 - HP DTs - DFW	
7/2/2015	7616	13450*		107,635.00		983,865.04			LT-5822 1,755 DTs	
7/4/2015					234,476.86	749,388.18	Amex (Gary) - 3%		Total charge - $241,728.73	
7/10/2015					240,000.00	509,388.18	Wire to BB&T NT Op Acct			
7/14/2015	7625	13464*		76,640.00		586,028.18			LT-5835(-D too) 2,492 DT's	
7/15/2015					100,000.00	486,028.18	Wire to BB&T NT Op Acct			
7/15/2015	STOCK	13483*		109,962.00		595,990.18			774 NBs from DFW	
7/22/2015	7639	13496*		58,710.00		654,700.18			LT-5848 1,911 DT's	
7/23/2015	7644	13502*		51,300.00		706,000.18			WKS lot - DFW	
7/28/2015	STOCK	13516*		8,816.00		714,816.18			HDDs - DFW	
7/29/2015					300,000.00	414,816.18	Wire to BB&T NT Op Acct			
7/30/2015	7655	13520*	100177	10,100.00		424,916.18			87 - DT's - DFW	
8/5/2015	7662	13536*		110,880.00		535,796.18			1,080 - HP 8100/3GB/160GB - DFW	
8/8/2015	7670	13544*	100178	96,820.00		632,616.18			LT-5877 1,417 DT's	
8/13/2015		13551*	100174	75,000.00		707,616.18			2,652 - DTs - ATL	
8/14/2015	7612	13586* (8/27	100181	134,459.00		842,075.18			MX EOL-3744 989 DT's, EOL-3750 773 NB's	
8/14/2015					254,673.50	587,401.68	Amex (Gary) - 3%		Total charge - $262,550.00	
8/14/2015	7684	13556*	100176	139,050.00		726,451.68			LT-5886 2,398 DT's	
8/18/2015		13564*	100182	40,465.41		766,917.09			250GBs + NBs DFW	
8/14/2015		13552*	100175	29,880.00		796,797.09			664 - DTs - DFW	
8/25/2015	7704	13580*	100179	51,500.00		848,297.09			LT-5911 1,287 DT's	
8/31/2015					172,500.00	675,797.09				
9/4/2015	7721	13611*		46,250.00		722,047.09			Misc WS - Dell US	
9/10/2015					336,500.00	385,547.09	Wire to BB&T NT Op Acct			
9/11/2015		13628*	100180	118,800.00		504,347.09			1,080 - HP 8100 - ATL	
9/16/2015		13642*		77,000.00		581,347.09			550 - 6200T - ATL	
9/16/2015		13641*	100185	150,000.00		731,347.09			1,140 - DT's, Dell US	
9/18/2015					275,000.00	456,347.09	Wire to Chase NT Op Acct			
9/22/2015	7764	13668*		334,750.00		791,097.09			LT-5936, 2,531 DT's	
9/25/2015					272,702.89	518,394.20	Amex (Gary) - 3%		Total charge - $281,137.00	
9/29/2015	7776	13680*		197,760.00		716,154.20			LT-5959, 1,103 DT's	
9/29/2015	7777	13681*		95,480.00		811,634.20			LT-5977, 1,236 WS's	
9/29/2015	7778	13683*		47,060.00		858,694.20			370 SFF's - ATL	
10/1/2015	7785	13688*		198,573.00		1,057,267.20			LT-5993, 1,483 DT's 8200 i5's	10/20/2015
10/1/2015	7786	13689*		40,479.00		1,097,746.20			LT-5992, 524 WS's - Z200 i3's	10/20/2015
10/7/2015					293,240.00	804,506.20	Wire to BB&T NT Op Acct			
10/8/2015	7798	13712*		145,250.00		949,756.20			Dell US 1,110 DT's	
10/9/2015	7793	13923*		244,020.65		1,193,776.85			HP MX - 2,157 DT/AIO, 108 WS, 558 - NB	11/27/2015

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
10/13/2015	7805	13724*	100196	212,215.00		1,405,991.85			LT-6029, 1,657 NB's	10/19/2015
10/13/2015					287,120.00	1,118,871.85	Amex (Gary) - 3%		Total charge - $296,000.00	
10/14/2015	7808	13733*		17,160.00		1,136,031.85			130 - 790SFF - PA	
10/19/2015					350,000.00	786,031.85	Wire to BB&T NT Op Acct			
10/26/2015	7821	13763*	100198	95,790.00		881,821.85			LT-6062 1,651 DT's	10/26/2015
10/26/2015	7822	13762*	100199	5,950.00		887,771.85			LT-6043 238 TC's	10/26/2015
10/26/2015	7827	13760*		123,987.00		1,011,758.85			Dell US 1,110 DT's	10/27/2015
11/2/2015					300,000.00	711,758.85				
11/10/2015	Stock	13821*		25,950.00		737,708.85			167 - Misc DT's - DFW	
11/13/2015	7862	13856*	100201	74,160.00		811,868.85			LT-6077, 1,588 DT's	
11/13/2015	7864	13855*	100200	1,175.00		813,043.85			235 KBM's	
11/13/2015	7863					813,043.85			AC adapters Sort and settle	
11/17/2015					286,150.00	526,893.85	Amex (Gary) - 3%		Total charge - $295,000.00	
11/20/2015	7883	13858*		19,280.00		546,173.85			216 - 8100, 400 - 250GBs - ATL	
11/20/2015	7887	13862*		141,446.00		687,619.85			1,050 - DTs - Dell US	
11/20/2015	7888	13863*		33,860.00		721,479.85			MOGA	
11/23/2015	7890	13870*		80,810.00		802,289.85			1,618 DT's - OH	
11/24/2015	7433	13874*		2,750.00		805,039.85			550 - HP KBM	
11/30/2015					33,860.00	771,179.85	Deposit Chase NT Op		Pmt for MOGA - SO 13863	
12/4/2015					211,000.00	560,179.85	Wire to BB&T NT Op Acct			
12/8/2015	7915	13917*		226,558.00		786,737.85			LT-6144, 1,926 DT's	12/15/2015
12/9/2015	7918	13920*		258,000.00		1,044,737.85			LT-6145, 1,642 DT's	12/16/2015
12/9/2016	7920	13921*		21,570.00		1,066,307.85			892 HP PC and LCD	
12/11/2015	7928	13932*		145,975.50		1,212,283.35			1,110 DT's - Dell US	12/14/2015
12/11/2015	7931	13934*		158,474.00		1,370,757.35			1,329 DT's - ATL	12/14/2015
12/11/2015					172,660.00	1,198,097.35	Amex (Gary) - 3%		Total charge - $178,000.00	
12/14/2015						1,198,097.35	Amex (Gary) - 3%		Total charge - $129,000.00 - REVERSED 12/30/15	
12/18/2015					250,000.00	948,097.35	Wire to Chase NT Op Acct			
12/21/2015	7949	13963*		43,200.00		991,297.35			540 - HP8100, 5 - HP8100 - ATL	
1/4/2016	7863	13979*		7,500.00		998,797.35			2500 - AC Adapters	
1/12/2015					400,000.00	598,797.35	Wire to Chase NT Op Acct			
1/12/2016	7995	14015*		77,868.00		676,665.35			LT-6193 1,037 DTs	
1/13/2016		14024*		59,820.00		736,485.35			1,039 DTs NT S-S Stock	
1/15/2016					273,137.45	463,347.90	Amex (Gary) - 3%		Total charge - $281,585.00	
1/15/2016	8006	14035*		153,499.50		616,847.40			1,230 DTs - Dell US	
1/22/2016	8027	14078*		262,650.00		879,497.40			LT-6244, 1,867 DT's	
1/26/2016	8033	14083*		67,730.00		947,227.40			444 mixed PC..$28500, and 265-6200T..$135/	
1/27/2016					250,000.00	697,227.40	Wire to Chase NT Op Acct			
2/10/2016	8063	14151*		25,920.00		723,147.40			324 - HP8100	
2/11/2016	8066	14156*		16,560.00		739,707.40			170 - Misc Laptop	
2/17/2016					195,000.00	544,707.40	Wire to BB&T NT Op Acct			
2/17/2016					295,850.00	248,857.40	Amex (Gary) - 3%		Total charge - $305,000.00	
2/18/2016	8077	14174*		176,130.00		424,987.40			LT-6283 1,553 DTs	
2/18/2016	8083	14179*		135,000.00		559,987.40			Dell US 1,020 DTs	
2/19/2016	8086	14184*		13,845.18		573,832.58			77 Dell 7010SFF, I5-3200, 4GB, No HDD, DVD, Win7	
2/22/2016	8091	14192*		66,400.00		640,232.58			778- PC's - Atl	
2/24/2016	8097	14205*		77,000.00		717,232.58			2,613 DT Mixed	
3/11/2016	8132	14270		228,000.00		945,232.58			LT-6324 1,816 DT's	

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
3/22/2016	8165	14302		120,000.00		1,065,232.58			LT-6349 1,420 DT's	
3/22/2016					70,000.00	995,232.58	Wire to Comerica NCP acct			
3/23/2016	8169				14,847.09	980,385.49			C2K Inv 710047 - Memory/CPU's	
3/25/2016					30,000.00	950,385.49	Wire to Chase NT acct			
4/12/2016					253,000.00	697,385.49	Wire to Chase NT acct			

Total US$697,385.49 - sheet 2

This is Exhibit "R" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Levangie, David W.

From: Oros, Jan <Jan.Oros@ca.gt.com>
Sent: Friday, July 29, 2016 1:52 PM
To: Dean Salem; Levangie, David W.
Cc: Krieger, Jonathan; Lakeram, Ann
Subject: FW: re[2]: Compuquest / Bodimeade bankruptcy
Attachments: 16-07-29 Form 31 PoC C2K Bodimeade executed.PDF; C2K Transactions R1.pdf

Mr.Salem,

Your email is received.

FYI, Ms. Lakeram is the Trustee in Bankruptcy for Gary's personal bankruptcy. Mr. Krieger, is the head of our Recovery and Reorganization group and the partner who has carriage of the Compuquest2000 receivership.

The claim you have submitted is incomplete and cannot be admitted until further details are provided. Your claim will need to be supported with more than just the excel spreadsheet which you provided. You will need to provide paperwork that supports the comment you made on the proof of claim that Gary personally guaranteed the debt with his marital assets and as well, we will need copies of all the advances you made and payments you received along with copies of all the invoices, shipping documents etc to show what you supplied/sold to Gary/Compuquest.

There appears to be 2 spreadsheets in the C2K transaction PDF and we do not know what is the difference between the 2 of them. Please explain the 2 balances and who advanced them.

If you have any questions, please let us know.

Thank you.

Jan Oros | Manager
Grant Thornton Limited
11th Floor | 200 King Street West | Box 11 | Toronto | ON | M5H 3T4 T +1 416 360 5023 | C +1 416 899 2717 | F +1 416 360 4949 E Jan.Oros@ca.gt.com | W http://www.grantthornton.ca/

-----Original Message-----
From: Dean Salem [mailto:dean@norris1.com]
Sent: Friday, July 29, 2016 12:11 PM
To: Oros, Jan
Cc: David W.Levangie
Subject: re[2]: Compuquest / Bodimeade bankruptcy

Mr. Oros,

I have attached the executed Proofs of Claim (Form 31) for Compuquest 2000 and Gary Bodimeade. I also included a copy of the accounting for the debt owed.
My Canadian attorney, David Levangie, is copied. I did not copy Mr. Krieger or Ms. Lakeram as there was no introduction made of these individuals.

Regarding the claim on the Teeter, I have requested a copy of the paid check for the unit from my financial institution. I will forward that information when I receive.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

---------- Original Message ----------

FROM: "Oros, Jan" <Jan.Oros@ca.gt.com>
TO: Dean Salem <dean@norris1.com>
CC: David W.Levangie <dlevangie@foglers.com>, "Krieger, Jonathan" <Jonathan.Krieger@ca.gt.com>, "Lakeram, Ann" <Ann.Lakeram@ca.gt.com>
DATE: Tue, 19 Jul 2016 02:03:28 +0000

SUBJECT: RE: Compuquest / Bodimeade bankruptcy

Mr. Salem,

Attached are the creditor packages for both 1299746 Ontario o/a Compuquest2000 and Gary Bodimeade's personal bankruptcy as requested.

The Compuquest creditor package was mailed to Norris based on address info we retrieved from the Company's accounting files. You will see Norris is listed as one of the creditors. Please complete the Proof of Claim form for Compuquest and provide a statement showing the balance owing and the applicable invoices that are still outstanding to Norris. Complete the proof of claim for Gary's personal bankruptcy if applicable and again provide details of the amount owing to you/Norris.

Regarding the Teeter unit, attached is the Proof of Property claim form 74 which requires it be completed by the owner of the teeter and then needs to be notarized. The form also needs to be accompanied with supporting information to show how/why it belongs to the person making the claim. As you can hopefully appreciate, we cannot remove items listed for sale based solely on your email below.

If you have any questions on the attached, please advise.

Regards,

Jan Oros | Manager
Grant Thornton Limited
11th Floor | 200 King Street West | Box 11 | Toronto | ON | M5H 3T4 T +1 416 360 5023 | C +1 416 899 2717 | F +1 416 360 4949 E Jan.Oros@ca.gt.com | W http://www.grantthornton.ca/

Grant Thornton LLP is proud to be
recognized as one of Canada's best
workplaces for our ninth consecutive year!

-----Original Message-----
From: Dean Salem [mailto:dean@norris1.com]
Sent: Monday, July 18, 2016 4:42 PM
To: Oros, Jan
Cc: David W.Levangie
Subject: Compuquest / Bodimeade bankruptcy

Jan,

Per our conversation, we need to file our creditors claim in these proceedings.
Please send via reply. I have copied David Levangie, my attorney in Canada, on this email. Please include him in your reply. In addition, the Teeter unitshown in the auction needs to be removed. Thank you-

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

This is Exhibit "S" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON STATE OF TENNESSEE NOTARY PUBLIC Comm. Exp. 3-31-2018 KNOX COUNTY

Levangie, David W.

From: Dean Salem <dean@norris1.com>
Sent: Friday, July 29, 2016 2:55 PM
To: Jan Oros; Levangie, David W.
Cc: Krieger, Jonathan; Lakeram, Ann
Subject: re: FW: re[2]: Compuquest / Bodimeade bankruptcy
Attachments: 16-07-21 POD's.pdf

Mr. Oros,

Being that your colleague, Mr. Krieger, has carriage of the Compuquest 2000 receivership, all the documentation requested is already in Grant Thornton's possession. This includes the loan document in which Mr. Bodimeade pledged his personal and matrimonial assets. Mr. Bodimeade sent this directly to you at your request.

Sheet 1 refers to funds that were advanced directly from Dean Salem's personal account. Sheet 2 refers to product shipped. Both are simple to account for in both Compuquest 2000's bank statements and accounting software. At your request, I will have my accounting department pull copies of invoices at their earliest convenience.

We often drop ship to our customers directly from our vendors and Mr. Bodimeade always arranged his own freight to save money and expedite customs clearance, so Proofs of Delivery will also be in house under Grant Thornton's control. However, I have attached POD's (received from Mr. Bodimeade) for the last 20 or so shipments which should account for all product shipments related to the outstanding balance.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

---------- Original Message ----------

FROM: "Oros, Jan" <Jan.Oros@ca.gt.com>
TO: Dean Salem <dean@norris1.com>, David W.Levangie
<dlevangie@foglers.com>
CC: "Krieger, Jonathan" <Jonathan.Krieger@ca.gt.com>, "Lakeram, Ann"
<Ann.Lakeram@ca.gt.com>
DATE: Fri, 29 Jul 2016 17:51:44 +0000

SUBJECT: FW: re[2]: Compuquest / Bodimeade bankruptcy

Mr.Salem,

Your email is received.

FYI, Ms. Lakeram is the Trustee in Bankruptcy for Gary's personal bankruptcy.
Mr. Krieger, is the head of our Recovery and Reorganization group and the partner who has carriage of the Compuquest2000 receivership.

The claim you have submitted is incomplete and cannot be admitted until further details are provided. Your claim will need to be supported with more than just the excel spreadsheet which you provided. You will need to provide paperwork that supports the comment you made on the proof of claim that Gary personally guaranteed the debt with his marital assets and as well, we will need copies of all the advances you made and payments you received along with copies of all the invoices, shipping documents etc to show what you supplied/sold to Gary/Compuquest.

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-----Original Message-----
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Cc: David W.Levangie
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TO: Dean Salem <dean@norris1.com>
CC: David W.Levangie <dlevangie@foglers.com>, "Krieger, Jonathan" <Jonathan.Krieger@ca.gt.com>, "Lakeram, Ann" <Ann.Lakeram@ca.gt.com>
DATE: Tue, 19 Jul 2016 02:03:28 +0000

SUBJECT: RE: Compuquest / Bodimeade bankruptcy

Mr. Salem,

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Regards,

Jan Oros | Manager
Grant Thornton Limited
11th Floor | 200 King Street West | Box 11 | Toronto | ON | M5H 3T4 T +1 416 360 5023 | C +1 416 899 2717 | F +1 416 360 4949 E Jan.Oros@ca.gt.com | W http://www.grantthornton.ca/

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From: Dean Salem [mailto:dean@norris1.com]
Sent: Monday, July 18, 2016 4:42 PM
To: Oros, Jan
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Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

QuikX Transportation
HEAD OFFICE: 6767 Davand Drive Mississauga, Ontario L5T 2T2 Tel: (905) 565-8811
www.quikx.com

Affix Pro Sticker Here

Original Bill of Lading – Not Negotiable / **Connaissement original – Non négociable**

Date (M / J / YY)		
12	15	15

Shipper's Name & Address • Nom et adresse de l'expéditeur	Bill To (Applicable to the Third Party) • Facturer à (applicable pour tierce partie)
NORRIS TECHNOLOGIES , LLC	
350 JD YARNELL IND PKWY	
CLINTON , TN	
37716	

Consignee's Name & Address • Nom et adresse du destinataire	
COMPUQUEST2000	Freight invoices due on receipt.
1935 SILICONE DRIVE	Factures de transport doivent être payées sur réception
PICKERING ONT	
L1W 3V7	

Shipper Routing: Yes • Oui ☐ No • Non ☑

Pcs • Colis	D.G.	Description • Référence	Weight • Poids	Dimensions (INCHES)	Charges • Frais
1916PCS		DESKTOP COMPUTER LOT	26084LB	48 X40 X60	Prepaid ☑ / Collect ☐

Total Weight • Poids: 26,086
Are Placards Required: Yes • Oui ☑ No • Non ☐

C.O.D. • P.D.: Amount $ ______ — Prepaid ☑ / Collect ☐

Special Instructions • Directives spéciales
20 SKIDS

Shipper's Signature • Signature de l'expéditeur
X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

Total Pcs. • Col	QuikX Trailer	Date	Time In • Temps	Time Out • Temps

QuikX Signature
X

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.

120507

Submit by Email

\# of pages being faxed: 3

Pre-Arrival Release System (PARS) NOTIFICATION

For Canada Bound Shipments

Carrier/Driver must fill out this form and fax/email with all documentation, including bill of lading at least three (3) hours prior to arrival at the border.

All documentation including bill of lading, faxed/emailed with cover sheet, **MUST** be submitted to Canada Border Services Agency (CBSA) upon arrival.

PARS #	Canadian Point of Crossing
21a3pars002182	Fort Erie

Do not fax/email PAPS Documents. PAPS documents must be faxed to the appropriate U.S. office

Client's Name	Norris Tech // Compuquest 2000
Carrier's & Driver's Name	amj campbell//dave grieve
Driver / Dispatch Phone #	john 5192201900

Estimated Time of Arrival (ETA) at Border

Date (YYYY.MM.DD)	20151215	Time (HH:mm) AM/PM	1630 00:00 AM
Truck #	97062	Trailer #	13603

You MUST verify that your PARS is accepted before attempting to cross the border.
To confirm the status of your PARS, please visit [illegible]
one (1) hour prior to arrival at the border.

120513

DELIVERS

Trip Number	TRIP-70121
BOL Number	VGS-069132
Pickup Date	14 Dec, 2015

Straight Bill of Lading

Subject to all Terms

Shipper Ref. [illegible]

[illegible]
6590 [illegible] Road East
[illegible] GA
30005
Contact: Shipping

Consignee Ref:

[illegible] 2000
1935 [illegible] Drive
[illegible] ON
[illegible] Gate (905) 339 5705

[illegible]

Canada Cartage System LP CBA Vanguard
285 [illegible] Boulevard
Mississauga ON L5S 1Y4

Freight Charges: Third Party

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1		[illegible] FTL - 17 [illegible] TUNG AIR TRANSPORT LTD 7UVM PARS 010952 Tracy ?? 905-913-0101?? 15 Dec 2015. Crossing Windsor, ON at 4pm Total Pieces: 1 Total Weight: 21,000	21,000 lbs		

CARRIER:

DRIVER'S SIGNATURE:

SHIPPER SIGNATURE

Printed 14-Dec-2015 [illegible]

Powered by [illegible] Software

Page 1

Straight Bill of Lading

SHORT FORM

Carrier Name : Wiebe
Address :
City & State :
Zip Code : SAC DUNS

Phone #
Date : 2015-12-16

SHIPMENT IDENTIFICATION # PO 7928
FREIGHT BILL PRO #

CARRIER'S TRACTOR # & TRAILER #

TO :
Consignee : Norris Technologies
Address : 2669 Nova Dr, WEST DOCK
City : Dallas
State & Zip : TX 75229

ROUTE

FROM :
Shipper : Dell Financial Services / Genco ATC
Address : 6854 Eastgate Blvd.-Building Eastgate 1
City : Lebanon
State & Zip : TN 37090

SPECIAL INSTRUCTIONS
Pick up at Dock Doors E40-E41

FOR PAYMENT SEND BILL TO :
Name :

Address :
City/State/Zip:

SHIPPER'S INTERNAL DATA
SO# 1182920

SID #

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
26 SKIDS		MISC COMPUTER EQUIPMENT	92.5	39000 LBS		
		26 SKIDS - 1st FLOOR LOCATIONS				

REMIT C.O.D.
TO :
Address :
City :
State & Zip :

COD
AMT: $

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor P.O.D

C.O.D. FEE
PREPAID ☐ $
COLLECT ☐ $
TOTAL CHARGES $

FREIGHT CHARGES ARE PREPAID UNLESS MARKED COLLECT
CHECK BOX IF COLLECT ☐

NOTE - Where the rate is dependant on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

$ per

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked consigned and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to its destination. It is mutually agreed as to each carrier of all or any of the said property, over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies they are familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for themselves and their assigns.

SHIPPER
PER
loader's signature

CARRIER Wiebe
PER
driver's signature

* Mark "X" or "RQ" if appropriate to designate Hazardous Materials as defined in the Department of Transport Regulations governing the transportation of hazardous materials. The use of this column is an optional method for identifying hazardous materials on bills of lading per Section 172.201(a)(1)(iii) of Title 49, Code of Federal Regulations. Also, when shipping hazardous materials the shipper's certification statement prescribed in Section 172.204(a) of the Federal Regulations must be indicated on the bill of lading, unless a specific exemption from this requirement is provided in the Regulations for a particular material.

WIEBE

81 Highbury Ave.
St. Thomas,ON.
N5P-4J4

Phone (519) 637-2700
Fax (519) 637-1979

To:

Date:

Attention:

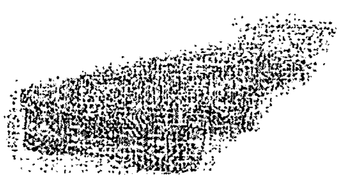
Phone:

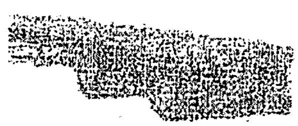
Fax:

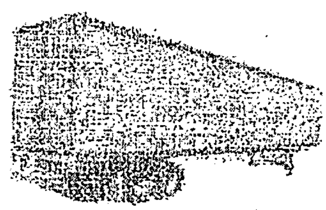
Re:

If you have any questions or concerns, please call SEAN 519-637-2700 x226

Notes:







120577

Straight Bill of Lading

SHORT FORM

1U645001205771

Carrier Name : Wiebe
Address :
City & State :
Zip Code : SAC: DUNS

Phone #
Date : 12/16/2015

SHIPMENT IDENTIFICATION #
PO 7928
FREIGHT BILL PRO #

CARRIER'S TRACTOR # & TRAILER #
1 189

TO :
Consignee : Norris Technologies
Address : 2659 Nova Dr. WEST DOCK
City : Dallas
State & Zip : TX 75229

ROUTE

FROM :
Shipper : Dell Financial Services / Genco ATC
Address : 6854 Eastgate Blvd.-Building Eastgate 1
City : Lebanon
State & Zip : TN 37090

SPECIAL INSTRUCTIONS
Pick up at Dock Doors E40-E41

FOR PAYMENT SEND BILL TO :
Name :
Address :
City/State/Zip:

SHIPPER'S INTERNAL DATA
SO# 1102920

SID #

26 SKIDS		MISC COMPUTER EQUIPMENT	92.5	38000 LBS		
		26 SKIDS 26 FLOOR LOCATIONS				
		Seal # 7734452				

20WQ PARS 102644
WIEBE TRANSPORT (890674 ON Inc.)

Windsor, ON

REMIT C.O.D.
TO :
Address :
City :
State & Zip :

12-17-15 @ 2:00pm

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

$ per

COD
AMT $

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor P.O.D

C.O.D. FEE
PREPAID ☐ $
COLLECT ☐ $

TOTAL CHARGES $

FREIGHT CHARGES ARE PREPAID UNLESS MARKED COLLECT
CHECK BOX IF COLLECT ☐

TRIP Number:	TRIP-70181
BOL Number:	VGS-069212
Pickup Date:	17 Dec, 2015

VANGUARD
D E L I V E R S
LOGISTICS • TRUST • SIMPLICITY

Straight Bill of Lading

Subject to B/L Terms

Shipper Ref: ***Blind shipment***	Consignee Ref:
HP Financial Services 165 Dascomb Rd Andover, MA 01810 Contact: Jason Green (978) 474-2464	Compuquest 2000 1936 Silicone Drive Pickering, ON L1W3V7 Contact: Gary (905) 839-5255

THIRD PARTY BILLING:

Canada Cartage System LP DBA Vanguard 265 Export Boulevard Mississauga ON L5S 1Y4	Freight Charges: Third Party

THIS IS TO CERTIFY THAT THE ABOVE MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELLED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B). Except as otherwise provided herein, carrier maximum liability for goods lost or damaged in transit shall be limited to the actual value of the goods not to exceed [illegible] per lb or five times the total freight charges applied to the shipment, whichever is the lower.

# of Pieces	HM	Description of Articles, Special Marks and Exceptions List Hazardous Materials First	Weight	Class	NMFC
1		FTL - ***Blind shipment***	15,000 lbs		
		Total Pieces: 1 Total Weight: 15,000			

Customs Broker	Border Crossing:	CARRIER SPOT QUOTE #

Comments/Special Instructions

Received, subject to the contract between the Shipper, Consignee or Third Party and the Carrier in effect on the date of shipment. The property described below, in apparent good order, except as noted (contents and condition of packages unknown) marked, consigned and destined as indicated above. This Bill of Lading is not subject to any tariffs or classifications whether individually determined or filed with any federal or [illegible] regulatory agency, except as specifically agreed to in writing by [illegible] [illegible] [illegible] shall be subject to all terms and conditions of the [illegible] Bill of Lading and [illegible] National Motor Freight Classification and NMFC [illegible]

SHIPPER SIGNATURE:

CARRIER: McArthur Express Inc.	Trailer #:	Time:
DRIVER'S SIGNATURE:	Number of Pieces Received:	Date:

120745

Brian Kurtz Trucking Ltd.

6980 Speedvale Ave. West RR#2, Breslau, ON CA N0B 1M0 Tel: (519) 836-5821 (800) 265-2835Fax: (519) 836-2488

P.A.R.S. SETUP

TO: Parkwood Cavanaugh (Toronto) FAX: (905) 612-0805

DATE: 12/23/2015 PHONE: (905) 612-0761

CARRIER: Brian Kurtz Trucking Ltd. PAGES: 3

FOR YOUR CUSTOMER: Quik X Logistics

SHIPPER: Compass Networking Inc

SKID(S): 5

PROBILL: PRO0259669 PIECE(S): 540 WEIGHT: 8000.0000 LBS

PARS #: 3382PARS123128

BORDER: Sarnia, ON ETA: 16⁰⁰

TRANSACTION #:

** PLEASE RE-FAX WITH YOUR TRANSACTION # **

P.A.R.S.

THIS FAX MUST BE REVIEWED IMMEDIATELY TO MAKE SURE THAT YOU ARE ABLE TO PROCESS PAPERWORK. PLEASE CONTACT Brian Kurtz Trucking Ltd. AS SOON AS POSSIBLE IF YOU REQUIRE MORE INFORMATION.

Joanne Cowan

Tel: (519) 836-5821 (800) 265-2835Fax: (519) 836-2488

DEC/23/2015/WED 01:01 PM Kurtz Trucking FAX No. 519-836-7518 P. 002/003

QuikX Transportation HEAD OFFICE: 6767 Davand Drive, Mississauga, Ontario L5T 2T2, Tel.: (905) 565-8811

www.quikx.com

Affix Pro Sticker Here

Original Bill of Lading - Not Negotiable / Connaissement original - Non négociable

Date: 12 22 15

Shipper's Name & Address - Nom et adresse de l'expéditeur:
COMPASS NETWORKING
2850 BARRETT LAKES BLVD, NW SUITE 500
KENNESAW, GA
30144

Bill To / Facturer à:

Consignee's Name & Address - Nom et adresse du destinataire:
COMPUQUEST2000
1935 SILICONE DRIVE
PICKERING ONT
L1W 3V7

Freight invoices due on receipt.
Factures de transport doivent être payées sur réception

Pcs. - Colis	D.G.	Description - Référence	Weight - Poids	Dimensions (INCHES)
5 SKIDS		DESKTOPCOMPUTERS	8000	48 X40 X60

BRIAN KURTZ TRUCKING LTD.
3382 PARS 123128
crossing Sarnia
ETA 4:00 pm Dec 23/15

Charges - Frais: Prepaid ☑ Collect ☐

Total Pcs. - Colis: 5 Total Weight - Poids: 8,000

Special Instructions - Directives spéciales

Shipper's Signature: X [signature]

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

QuikX - Signature: X [signature]

© QUIKX TRANSPORTATION INC.

QuikX Transportation

HEAD OFFICE: 6767 Davand Drive, Mississauga, Ontario L5T 2T2, Tel: (905) 565-8811

www.quikx.com

Affix Pro Sticker Here

Original Bill of Lading - Not Negotiable — Connaissement original - Non négociable

Month	Day	Year
01	18	16

Shipper's Name & Address / Nom et adresse de l'expéditeur

NORRIS SYSTEMS
2639 NOVA DRIVE
DALLAS, TX
75229

Consignee's Name & Address / Nom et adresse du destinataire

COMPUQUEST2000
1935 SILICONE DRIVE
PICKERING, ONT
L1W 3V7

Freight invoices due on receipt.
Factures de transport doivent être payées sur réception

Pcs / Colis	D.G.	Description / Référence	Weight / Poids	Dimensions (INCHES)
1 PC		COMPUTER DESKTOP LOT	14024LB	48 X 40 X 60

Total Pcs: 1 — Total Weight: 14,020

Charges: Prepaid / Payés d'avance

Special Instructions / Directives spéciales

12 SKIDS

Shipper Signature / Signature de l'expéditeur

X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN".

X

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.

©QUIK X TRANSPORTATION INC.

PRO# 37351

CompuQuest/ pickering, ON

TRICORP

121286

40 BEECH STREET AYLMER, ON N5H 3H6
TEL: 519-765-2951 FAX: 519-765-2953

PRE ARRIVAL RELEASE SYSTEM – PARS

DATE: 01 18/2016

NUMBER OF PAGES: THIS SHEET PLUS 2 PAGE(S)

FAX MESSAGE TO: Parkwood & Cavanaugh.

PARS#: 2668PARS **0200939** 10645001212861

ETA OF DRIVER TO THE PORT OF SARNIA, ON (0440)

01 18 / 2016 AT 20: 00HRS

M/D/Y – DATE APPROX. TIME

NUMBER OF PCS 12 SKD. TOTAL WEIGHT 14,020 lbs.

Any questions call 1-800-393-0579/519-765-2951 or

Email angela@tricorptrans.com

AFTER 5PM PLEASE CALL 519-617-3483

QuikX Transportation
HEAD OFFICE: 6797 Davand Drive, Mississauga, Ontario L5T 2T2, Tel: (905) 565-8811

www.quikx.com

Affix Pro-Sticker Here

Original Bill of Lading – Not Negotiable / Connaissement original – Non négociable

Date: 01 19 16

Shipper's Name & Address – Nom et adresse de l'expéditeur

FIREPROOF STORAGE
201-RANDOLPH STREET
KNOXVILLE, TN
37917

Bill To / Facturer à

Consignee's Name & Address – Nom et adresse du destinataire

COMPUQUEST2000
1935 SILICONE DRIVE
PICKERING, ONT
L1W 3V7

Freight invoices due on receipt.
Factures de transport doivent être payées sur réception

Pcs / Colis	D.G.	Description / Référence	Weight / Poids	Dimensions (INCHES)
16 PCS		COMPUTER POWER SUPPLY	850LBS	48 X40 X60

Charges / Frais: Prepaid ☑ / Collect ☐

Total Pcs: 16 | Total Weight: 850

Special Instructions – Directives spéciales
1 SKID

Shipper Signature – Signature de l'expéditeur
X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN".

121306

Polaris Transport
Ph*905-671-3100
Fx*905-671-4600

PARS CLEARANCE ADVANCE NOTICE

DATE: 5pm Jan 19 Windsor

BROKER *PARKWOOD & CAVANAUGH*
Email perry_parkwood@cogeco.ca

NUMBER OF PAGES 1 OF

PH 905-612-0761 FAX 905-612-0805 – 24 hours*

~~THANK YOU IN ADVANCE FOR YOUR TIME~~

ANY PROBLEM PLEASE CALL 905-671-3100
EXT 1264/1230/1224

Quik X Transportation

HEAD OFFICE:
6787 Davand Drive
Mississauga, Ontario, L5T 2T2
Tel.: (905) 565-8811

www.quikx.com

Affix Pro Sticker Here

Original Bill of Lading - Not Negotiable — Connaissement original - Non négociable

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the goods described in this Original Bill of Lading.

REÇU, sous réserve des classifications et tarifs en vigueur à la date de livraison de ce connaissement original.

Received at point of origin on the date from the shipper, the goods herein described in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned and destined as indicated below, which the carrier agrees to carry and deliver to the consignee at the destination, if on its own route, otherwise to deliver to another carrier on the route to the destination.

Reçu au point d'origine, à la date et de l'expéditeur ci-dessous mentionné les marchandises ci-après décrites en bon état apparent (i.e. contenu des colis et leur condition étant inconnus) marquées, consignées et destinées tel que ci-après mentionné, que le voiturier consent à transporter et à délivrer à leur consignataire au point de destination si ce point se trouve sur la route qu'il est autorisé desservir, sinon à faire transporter et délivrer par un autre voiturier autorisé à ce faire.

It is agreed as to each carrier of all or any portion of the route to destination, and as to each party at any time interested in all or any of the goods that every service to be performed hereunder shall be subject to all the conditions.

Il est mutuellement convenu que chaque voiturier transportant les dites marchandises en tout ou en partie, sur le parcours entier ou une portion quelconque de celui-ci jusqu'à destination et que tout intéressé à la dite expédition pour tout service à effectuer en vertu des présentes est sujet à toutes les conditions imprimées ou écrites non prohibées par la loi, incluant les conditions continues au verso des présentes qui sont acceptées par l'expéditeur pour lui-même et ses ayants-droits.

Date			Bill of Lading Number / Numéro de connaissement
01	19	16	

Shipper's Name & Address - Nom et adresse de l'expéditeur	Bill To (Applicable to Third Party) - Facturer à (applicable pour tierce partie)
NORRIS SYSTEMS	
350 JD YARNELL IND PKWY	
CLINTON , TN	
37716	
Postal Code - Code postal / Phone No. - No de tél.	Postal Code - Code postal / Phone No. - No de tél.

Consignee's Name & Address - Nom et adresse du destinataire	
COMPUQUEST 2000	Freight invoices due on receipt. Factures de transport doivent être payées sur réception
1935 SILICONE DRIVE	
PICKERING, ONT	
L1W 3V7	Beyond Carrier - Autre transporteur / Shipper Routing: Yes - Oui ☐ No - Non ☑
Postal Code - Code postal / Phone No. - No de tél.	

Pcs. - Colis	D.G.	Description - Références	Weight - Poids	Dimensions (INCHES)			Charges - Frais
1022 PCs		COMPUTER DESKTOP LOT	19318LB	48	X40	X60	Prepaid ☑ Payés d'avance / Collect ☐ À percevoir
					X	X	Freight charges will be "Prepaid" unless marked "Collect" / Le fret sera "Payé d'avance" à moins d'indications contraires
					X	X	
					X	X	C.O.D. - P.S.L. Amount - Montant $ ____ C.O.D. Fee - Charges P.S.L.
					X	X	
					X	X	Prepaid ☑ Payés d'avance / Collect ☐ À percevoir
					X	X	
Total Pcs. - Col: 1,022	Are Placards Req'd? Yes-Oui ☑ No-Non ☐		Total Weight - Poids: 19,316	Lb ☑ Kg ☐ Subject to correction / Sous réserve de modifier			Declared Value - Valeur déclarée

Special Instructions - Directives spéciales

20SKIDS

Shipper's Signature - Signature de l'expéditeur

X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

Total Pcs. - Col	Unit P/U Trailer	Date	Time In - Temps	Time Out - Temps

Quik X - Signature

X

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.
VEUILLEZ PRENDRE CONNAISSANCE DES CONDITIONS AU VERSO, QUI SONT ACCEPTÉES PAR LES PRÉSENTES.

For Expedited Service
Maximum liability of $2.00 per pound ($4.41 per kilogram) computed on the total weight of the shipment unless declared valuation states otherwise.

Pour service expédité
Responsabilité maximum $2.00 par livre ($4.41 par kilogramme) calculé sur le poids total de l'expédition à moins que la valeur déclarée soit différente.

Notice of Claim
a) No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing the originating carrier or the delivering carrier within sixty (60) days after the delivery of goods, or in the case of failure to make delivery, within nine (9) months from the date of shipment;
b) The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.

Avis de réclamation
a) Aucun transporteur ne peut être tenu responsable de perte, dommage ou retard de quelque marchandise transportée sous la couvert d'un connaissement à moins qu'un avis détaillé de l'origine, destination et de la date de l'expédition des marchandises et l'estimation du montant réclamé en rapport avec les dites perte, dommage ou délai ne soit signifié par écrit au transporteur d'origine ou à celui de livraison dans les soixante (60) jours suivant la livraison des marchandises ou à défaut d'effectuer la livraison, dans les neuf (9) mois de la date de l'expédition.
b) La réclamation finale doit être soumise dans le neuf (9) mois de la date de l'expédition accompagnée de la copie acquittée de la facture de transport.

Straight Bill of Lading
SHORT FORM

121-328

Carrier Name : Manage Transport Address : City & State : Zip Code : SAC	Phone # Date : 12/16/2015 DUNS	SHIPMENT IDENTIFICATION # PO 8006 FREIGHT BILL PRO #
TO : Consignee : ~~Noble Technologies~~ COMPUQUEST 2000 Address : ~~2659 Nova~~ 1935 City : ~~Dallas~~ PICKERING SILICONE DR. State & Zip : ~~TX 75229~~ ON L1W 3V7	CARRIER'S TRACTOR # & TRAILER # ROUTE 1064500121328	
FROM : Shipper : Dell Financial Services / Genco ATC Address : 8854 Eastgate Blvd.-Building Eastgate 1 City : Lebanon State & Zip : TN 37090	SPECIAL INSTRUCTIONS Pick up at Dock Doors E40-E41 CROSSING: WINDSOR, ON eta: 10 am 28 Jan	
FOR PAYMENT SEND BILL TO : Name : Address : City/State/Zip:	SHIPPER'S INTERNAL DATA SO# 1190070 Ph# 416-831-8476 SID #	

[illegible]	HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Class	Weight (Subject to Correction)	Rate	Charges
26 SKIDS		MISC COMPUTER EQUIPMENT	92.5	39000 LBS		
		26 SKIDS 26 FLOOR LOCATIONS				
		seal# 2542994				
		trk# 55009				

MANAGE TRANSPORT INC.
7Z0P PARS: 120607

REMIT C.O.D. TO : Address : City : State & Zip :	COD AMT: $ Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.	C.O.D. FEE PREPAID ☐ $ COLLECT ☐ $ TOTAL CHARGES $
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding $ per	Signature of Consignor P.O.D	FREIGHT CHARGES ARE PREPAID UNLESS MARKED COLLECT CHECK BOX IF COLLECT ☐

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked consigned and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to its destination. It is mutually agreed as to each carrier of all or any of the said property, over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies they are familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for themselves and their assigns.

SHIPPER PER 1/19/16 Loader's signature	CARRIER Manage Transport PER 01/19/16 Driver's signature

* Mark "X" or "RQ" if appropriate to designate Hazardous Materials as defined in the Department of Transportation Regulations governing the transportation of hazardous materials. The use of this column is an optional method for identifying hazardous materials on bills of lading per Section 172.201(a)(1)(iii) of Title 49, Code of Federal Regulations. Also, when shipping hazardous materials the shippers certification statement prescribed in Section 172.204(a) of the Federal Regulations must be indicated on the bill of lading, unless a specific exemption from this requirement is provided in the Regulations for a particular material.

QuikX Transportation
HEAD OFFICE:
6767 Davand Drive
Mississauga, Ontario L5T 2T2
Tel: (905) 565-8811

www.quikx.com

Affix Pro Sticker Here

Original Bill of Lading – Not Negotiable — **Connaissement original – Non négociable**

[illegible]

Date M	D-J	Y-A	Bill of Lading Number / Numéro de connaissement
01	26	16	

Shipper's Name & Address • Nom et adresse de l'expéditeur	Bill To • Facturer à
IMPULSE TECHNOLOGY	
6590 SHILOH RAOD EAST, SUITE D	
ALPHARETTA, GA	
30005	
Postal Code • Code postal / Phone No. • No de tel	Postal Code • Code postal / Phone No. • No de tel

Consignee's Name & Address • Nom et adresse du destinataire
COMPUQUEST2000
1935 SLICONE DRIVE
PICKERING ONT
L1W 3V7
Postal Code • Code postal / Phone No. • No de tel

Freight Invoices due on receipt.
Factures de transport doivent être payées sur réception

Beyond Carrier • Autre transporteur

Shipper Routing: Yes • Oui ☐ No • Non ☑

Pcs • Colis	D.G.	Description • References	Weight • Poids	Dimensions (INCHES)
605PCS		DESKTOP COMPUTERS	15000LB	48 X40 X60
				X X
				X X
				X X
				X X
				X X
				X X
Total Pcs • Col: 605	Are Pieces Rec'd? Yes • Oui ☑ No • Non ☐		Total Weight • Poids: 15,000	Lb ☑ Kg ☐ Subject to correction

Charges • Frais: Prepaid ☑ Payes d'avance / Collect ☐ À percevoir

C.O.D. • P.S.L. Amount $____ COD Fee • Charges P.S.L. Prepaid ☑ Payes d'avance / Collect ☐ À percevoir

Declared Value • Valeur déclarée

Special Instructions • Directives spéciales
9 SKIDS

Shipper's Signature • Signature de l'expéditeur
X

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN".

Total Pcs. • Col	Unit No. Trailer	Date	Time In • Temps	Time Out • Temps

QuikX • Signature
X

QuikX Transportation
HEAD OFFICE:
6767 Davand Drive
Mississauga, Ontario L5T 2T2
Tél : (905) 565-8811

www.quikx.com

Affix Pro Sticker Here

Original Bill of Lading - Not Negotiable — Connaissement original - Non négociable

Date			Bill of Lading Number / Numéro de connaissement
01	26	16	

Shipper's Name & Address / Nom et adresse de l'expéditeur
IMPULSE TECHNOLOGY
6580 SHILOH RAOD EAST, SUITE D
ALPHARETTA, GA
30005
Postal Code • Code postal — Phone No. • No de tél

Bill To / Facturer à
Postal Code • Code postal — Phone No. • No de tél

Consignee's Name & Address / Nom et adresse du destinataire
COMPUQUEST2000
1935 SLICONE DRIVE
PICKERING ONT
L1W 3V7
Postal Code • Code postal — Phone No. • No de tél

Freight invoices due on receipt.
Factures de transport doivent être payées sur réception

Beyond Carrier • Autre transporteur — Shipper Routing: Yes • Oui ☐ No • Non ☑

Pcs. / Colis	D.G.	Description • References	Weight • Poids	Dimensions (INCHES)
605PCS		DESKTOP COMPUTERS	15000LB	48 X 40 X 60
				X X
				X X
				X X
				X X
				X X
				X X
Total Pcs. • Col: 605	Are Pieces Tagged? Yes • Oui ☑ No • Non ☐		Total Weight • Poids: 15,000	Lb ☑ Kg ☐ Subject to correction

Charges • Frais: Prepaid ☑ / Payés d'avance — Collect ☐ / À percevoir

C.O.D. • P.S.L. Amount / Montant $ ____ — Prepaid ☑ Payés d'avance — Collect ☐ À percevoir

Declared Value • Valeur déclarée

Special Instructions • Directives spéciales
9 SKIDS

Shipper's Signature • Signature de l'expéditeur
X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN".

Total Pcs. • Col	Unit P/U Trailer	Date	Time In • Temps	Time Out • Temps

QuikX • Signature
X

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.

QuikX Transportation

HEAD OFFICE:
6767 Davand Drive
Mississauga, Ontario L5T 2T2
Tel.: (905) 565-8811

www.quikx.com

Original Bill of Lading – Not Negotiable / Connaissement original – Non négociable

Date	Bill of Lading Number
01 27 16	

Shipper's Name & Address / Nom et adresse de l'expéditeur

NORRIS TECHNOLOGIES, LLC
350 JD YARNELL IND. PKWY
CLINTONG, TN
37716

Bill To / Facturer à

Consignee's Name & Address / Nom et adresse du destinataire

COMPUQUEST2000
1935 SLICONE DRIVE
PICKERING ONT
L1W 3V7

Freight invoices due on receipt.
Factures de transport doivent être payées sur réception

Shipper Routing: Yes – Oui ☐ No – Non ☑

Pcs / Colis	D.G.	Description / Références	Weight / Poids	Dimensions (INCH)
1405PCS		DESKTOP COMPUTER LOT	31580LBS	48 X40 X60
				X X
				X X
				X X
				X X
				X X
				X X
Total Pcs / Col: 1,405	Yes ☑ No ☐		Total Weight / Poids: 31,580	LB ☑ KG ☐

Charges / Frais: Prepaid ☑ Collect ☐ — Payés d'avance / À percevoir

C.O.D. / P.S.L. Amount / Montant: $

Prepaid ☑ Collect ☐ — Payés d'avance / À percevoir

Declared Value / Valeur déclarée

Special Instructions / Directives spéciales

28 SKIDS

Shipper's Signature / Signature de l'expéditeur
X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN".

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.

Total Pcs / Col	Unit P/U Today	Date	Time In	Time Out

QUIK X Signature
X

QuikX Transportation
HEAD OFFICE:
6767 Davand Drive
Mississauga, Ontario L5T 2T2
Tel : (905) 565-8811

www.quikx.com

Original Bill of Lading - Not Negotiable — Connaissement original - Non négociable

Date: 02 | 10 | 16

Shipper's Name & Address:
compass
2850 BARRETT BLVD NW, SUITE 500
KENNESAW, GA
30144

Consignee's Name & Address:
CQ2000/ST
2956 WATT AVE, SUITE 10
QUEBEC CITY, QC
G1X4A6

Bill To:

Freight invoices due on receipt.
Factures de transport doivent être payées sur réception

Piggyback Routing: Yes - Oui ☐ No - Non ☑

Pieces	H.M.	Description	Weight	Dimensions	Charges
3SK		DESKTOP COMPUTER LOT	3600LBS	48 X40 X60	Prepaid ☑ Collect ☐

Total Pcs: 3 — Total Weight: 3,600

C.O.D. — Prepaid ☑ Collect ☐

Special Instructions:
CARRIER- LFR LOGISTICS

Shipper Signature: X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.

QuikX Signature: X

121960

P.A.R.S : 123EPARS000839

Customs Broker : Parkwood & Cavanau

TEL : 1-905-612-0761

Fax : 1-905-612-0805

Email :

Commodities : Computers

Number of skids : 3 skids

Pounds : 3600 lbs

Name of Driver : Bernard Champagne

Truck number : 902

Trailer number : F130

Port of crossing : Lansdowne, ON

ETA : February 11 2016 at 11h00 am

Any problem, call Dany Kirouac at

1-418-802-7200

Number of page : 3

QuikX Transportation

HEAD OFFICE:
6767 Davand Drive
Mississauga, Ontario L5T 2T2
Tel: (905) 565-8811

www.quikx.com

Original Bill of Lading – Not Negotiable / Connaissement original – Non négociable

[illegible]

Date		
02	11	18

Shipper's Name & Address / Nom et adresse de l'expéditeur

SYCAMORE INTERNATIONAL INC
431 W BALTIMORE PIKE
WEST GROVE, PA
19390

Consignee's Name & Address / Nom et adresse du destinataire

COMPUQUEST2000
1935 SILICONE DRIVE
PICKERING, ONT
E1W 3V7

Freight invoices due on receipt.
Factures de transport doivent être payées sur réception

Pieces	Skids	Description	Weight	Dimensions	Charges
170PCS		LAPTOP/ DESKTOP LOT	1800	48 X40 X55	Prepaid ☑ / Payés d'avance; Collect ☐ / À percevoir
				X X	
				X X	
				X X	C.O.D. $
				X X	
				X X	Prepaid ☑ / Payés d'avance; Collect ☐ / À percevoir
				X X	
170	☑ ☐		1,800	☑ ☐	Declared Value / Valeur déclarée

Special Instructions / Directives spéciales

2 SKIDS

Shipper Signature / Signature de l'expéditeur
X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CANNOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS SAID TO CONTAIN.

QuikX Signature
X

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.

[illegible]

© QUIK X TRANSPORTATION INC.

PAGONIS
live bait ltd.

FROM: GARRETT
PHONE: 416-209-6111/ 416-534-3531
FAX: 416-534-4630
Email: GARRETT@PAGONISTRANSPORT.CA

TO: PARS DEPT
COMPANY: PARKWOOD CAVANAUGH
PH: 905-612-0761
FAX: 905-612-0805

DATE: FEB 12/16
NUMBER OF PAGES (including cover):
SUBJECT: 7JVLPARS04411266

Notes:

PLEASE CLEAR FREIGHT FOR COMPUQUEST

CROSSING @ QUEENSTON, ON @ 5PM

PARS# 7JVLPARS04411266

Any issues call 416-534-3531
After hours 4162096111

Thank you
Garrett

COMMERCIAL INVOICE

Page No. ____ of ____ Pages

SHIPPER/EXPORTER: NORRIS TECHNOLOGIES, LLC. 350 JD YARNELL IND PKWY CLINTON, TN 37716	DATE: 02-19-16.
	CUSTOMER P.O. NUMBER:
	COUNTRY OF ORIGIN: HONG KONG
CONSIGNEE: COMPUQUEST2000 1938 SILICONE DRIVE PICKERING ONT L1W 3V7	FINAL DESTINATION: CANADA
	TERMS OF SALE: SALE
	FREIGHT: ☑ PREPAID ☐ COLLECT
NOTIFY PARTY/INTERMEDIATE CONSIGNEE:	NOTES:

QUANTITY	DESCRIPTION	H.S. NUMBER	UNIT PRICE	TOTAL PRICE
1400 UNTIS	DESKTOP COMPUTER LOT (24 SKIDS @ 22864LBS) 1612094 ONTARIO INC. 17PK PARS 000600	8471.50		$42500.00
			SUBTOTAL	
			INSURANCE	
			FREIGHT	
			MISC.	
			TOTAL	$42500.00

WE HEREBY CERTIFY THIS INVOICE TO BE TRUE AND CORRECT.

THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.

AVAAL™

ACE ELECTRONIC MANIFEST

FAX: 905 595 1310 / 1 877 995 1310 PHONE: 905 595 1313 / 1 877 995 1313

Company Name: Blue Shark Transport	122187
Trip Number: 17PK1425	
Driver Name: JATINDER GILL	
Co-Driver Name:	
Truck Number: 101	
Truck License Plate: 642-9PN-ON	
Trailer Number: 5308	10645001221873
Trailer License Plate:	
Broker Name: Parkwood & Cavanaugh	
Broker Phone Number: 905-612-0761	
Broker Fax Number: 905-612-0805	

Shipment Information

Shipment Control Number	Shipment Description	Quantity	Weight	Shipper	Consignee
17PK PARS 000600	Desktop Computer Lot	1400	22864 Lbs	Norris Technologies LLC	Compuquest2000
				Clinton, TN	Pickering, ON

BORDER CROSSING: **QUEENSTON NIAGARA FALLS, ON**

E.T.A 03:00 PM (FEB 19, 2016)

DRIVER'S PHONE #: **647-881-4697**

AVAAL TECHNOLOGY SOLUTIONS
Website: www.avaal.com

QuikX Transportation HEAD OFFICE: 3767 Ormond Drive Mississauga, Ontario L5T 2T2 Tel.: (905) 565-8811

www.quikx.com

Original Bill of Lading - Not Negotiable / Connaissement original - Non négociable

Date		
02	19	16

Shipper:
NORRIS TECHNOLOGIES, LLC
350 JD YARNELL IND PKWY
CLINTON, TN
37716

Consignee:
COMPUQUEST 2000
1935 SILICONE DRIVE
PICKERING ONT
L1W 3V7

Freight invoices due on receipt.
Factures de transport doivent être payées sur réception

Pieces	Description	Weight	Dimensions
1400 PCS	DESKTOP COMPUTER LOT	22684 LB	48 X40 X60

Charges: Prepaid ☑ / Payés d'avance — Collect ☐ / À percevoir

Total Pieces: 1,400 — Total Weight: 22,684

Special Instructions / Directives spéciales: 24 SKIDS

Shipper Signature: X

Driver Signature: X

QUIKX TRANSPORTATION INC.

Impulse

Shipper/Exporter

Impulse Technology, LLC
6550 Shiloh Road East, Suite D
Alpharetta, GA 30005

Phone: :
Fax:

Commercial Invoice

Date : 2/22/2016
Customer PO # : MIKE/EMAIL
Shipment #: SH0026635
Shipper FID # : 74-3068157

Receiver/Consignee

NORRIS Technologies
2659 Nova Drive

Dallas TX 75229 US

Total Packages: 0 Total Weight: 0.00 Country of Destination: United States of America

Description of Goods	Item #	HTS#	Country of Origin	Quantity	Unit Value	Total Value
9010T I5-3.3 3G/500G/DVDRW	9010T/I5-3 3/8/500	~~[illegible]~~ 8471410150	CHINA	1.00	112.50	112.50
OPTI 990D I5-3.3 4/250/DVDRW	990D/I5-3.3/4/250/D	8471410150	CHINA	2.00	103.50	207.00
OPTI-XE C2D-2.8 2/250/DVD	XE-E7400/2/250/DV	9471410150	CHINA	1.00	18.00	18.00
OPTI-XE C2D-2.8 2/2X250/DVD	XE-E7400/2/2X250/I	8471410150	CHINA	1.00	18.00	18.00
8300 SFF I5-3.4 4G/500G/DRW	B9C43AW#ABA	8471410150	CHINA	15.00	112.50	1,687.50
6000SFF C2D-3.0 4G/250/DRW	LAC11UT#ABA	8471410150	CHINA	29.00	27.00	783.00
8000SFF C2Q-2.66 2G/500G/DRW	LA016UT#ABA	8471410150	CHINA	13.00	36.00	468.00
Z400 XQC-2.66 8G/250G/DRW	LC424EP#ABA	847141050	CHINA	1.00	78.50	78.50
ELITE 8000 T C2D-3.0 4/250/DRW	NV558UT#ABA	8471410150	CHINA	5.00	27.00	135.00
ELITE 8000 C2D-3.0 2G/250G/DRW	NV563UT#ABA	8471410050	CHINA	8.00	27.00	216.00
8200 PRO SFF DC-2.6 2G/250/CMB	QO030EP#ABA	8471410150	CHINA	2.00	18.00	36.00

3281 193258
xing Sarnia

Commercial Invoice

Shipper/Exporter

Impulse Technology, LLC
6590 Shiloh Road East, Suite D
Alpharetta, GA 30005
Phone:
Fax:

Date:	2/22/2016
Customer PO #:	MIKE/EMAIL
Shipment #:	SH0026636
Shipper FID #:	74-3068157

Receiver/Consignee

NORRIS Technologies
3659 Nova Drive

Dallas TX 75229 US

Total Packages: 0 Total Weight: 0.00 Country of Destination: United States of America

These Commodities are licensed for the ultimate destination shown.
Diversion contrary to the laws of the Country of Origin is prohibited.
I hereby declare that the information on this invoice is correct.

Name__________________ Date__________________ impulse

Shipper/Exporter

Impulse Technology, LLC
6590 Shiloh Road East, Suite D
Alpharetta, GA 30005
Phone:
Fax:

Commercial Invoice

Date : 2/22/2016
Customer PO # : MIKE/EMAIL
Shipment #: SH0026636
Shipper FID # : 74-3068157

Receiver/Consignee

HORRIS Technologies
2659 Nova Drive

Dallas TX 75229 US

Total Packages: 0 Total Weight: 0.00 Country of Destination: United States of America

Z400 XOC-2.67 4G/250G/DRW	QY064US#ABA	8471410150	CHINA	1.00	87.50	87.50
ELITE 8200 C15-3.1 4G/250G/DRW	XZ780UT#ABA	8471410150	CHINA	20.00	103.50	2,070.00
8200SFF I7-3.4 8GB/1TB/DRW	XZ794UT#ABA	8471410150	CHINA	22.00	180.00	3,960.00
8200SFF I7-3.4 16G/1TB/DRW	XZ988UT#ABA	8471410150	CHINA	10.00	180.00	1,800.00
8200T I5-3.1 4/500/DRW/W7	XZ989UT#ABA	8471410150	CHINA	15.00	103.50	1,552.50
VOSTRO 260D I3-3.3 4/320/DRW	VOS260D-I3-3.3/4/3	8471410150	CHINA	8.00	58.50	468.00
8000SFF C2D-3.0 4G/500/DRW	AZ886AW#ABA	8471410150	CHINA	3.00	27.00	81.00
8000SFF C2D-3.0 2G/250/DRW	AZ887AW#ABA	8471410150	CHINA	1.00	27.00	27.00
8300 SFF I5-3.4 4G/500G/DRW	B9C43AW#ABA	8471410150	CHINA	4.00	112.50	450.00
8000SFF C2D-3.0 8G/160G/DRW	LA014UT#ABA	8471410150	CHINA	28.00	27.00	756.00
8000SFF C2Q-2.6 4G/250G/DRW	NV561UT#ABA	8471410150	CHINA	15.00	36.00	540.00
8200 SFF I5-3.1 4G/250G/DVD/W7	SM397UP#ABA	8471410150	CHINA	53.00	103.50	5,485.50

Commercial Invoice

impulse

Shipper/Exporter

Impulse Technology, LLC
6590 Shiloh Road East, Suite D
Alpharetta, GA 30005

Phone:
Fax:

Date :	2/22/2016
Customer PO # :	MIKE/EMAIL
Shipment #:	SH0028636
Shipper FID # :	74-3068157

Receiver/Consignee

NORRIS Technologies
2659 Nova Drive

Dallas TX 75229 US

Total Packages: 0 Total Weight: 0.00 Country of Destination: United States of America

8000SFF C2D-3.0 4G/250G/DRW	VS801UT#ABA	8471410150	CHINA	3.00	27.00	81.00
8000SFF C2Q-2.6 4G/250G/DRW	VS805UT#ABA	8471410150	CHINA	8.00	36.00	288.00
8000SFF C2Q-2.6 2G/80G/DRW	VS807UT#ABA	8471410150	CHINA	4.00	36.00	144.00
8200SFF i5-3.1 8G/500/DRW	XZ962UT#ABA	8471410150	CHINA	2.00	103.50	207.00
6200 PRO T i5-3.1 4/250/DRW/W7	SM800UP#ABA	8471410150	CHINA	128.00	125.00	16,000.00

Invoice Total *USD* 37,735.00

Contract Express Limited

122334

34 McLean Road, Guelph ON CA N1H 6H9 Tel: (519) 767-2772 (800) 463-1475 Fax: (519) 767-2675

P.A.R.S. SETUP

TO: PARKWOOD & CAVANAUGH

FAX: 905-612-0805

DATE: 02/24/16

PHONE: 905-612-0761

CARRIER: Contract Express Limited

PAGES: 5

FOR YOUR CUSTOMER: QUIK X LOGISTICS

SHIPPER: IMPULSE TECHNOLOGY

PROBILL: C112121

SKID(S): 10.00

PIECE(S):

WEIGHT: 15,500.00 LB

PARS #: 3281 193258

BORDER: SARNIA

ETA: 02/24/2016 2:00PM

TRANSACTION #: 10645001223341

** PLEASE RE-FAX WITH YOUR TRANSACTION # **

P.A.R.S.

THIS FAX MUST BE REVIEWED IMMEDIATELY TO MAKE SURE THAT YOU ARE ABLE TO PROCESS PAPERWORK. PLEASE CONTACT Contract Express Limited AS SOON AS POSSIBLE IF YOU REQUIRE MORE INFORMATION

JARED McINTOSH

Tel: (519) 767-2772 (800) 463-1475 Fax: (519) 767-2675

P

QuikX Transportation HEAD OFFICE: 6787 Davand Drive Mississauga, Ontario L5T 2T2 Tel: (905) 565-8811

www.quikx.com

Affix Pro Sticker Here

Original Bill of Lading – Not Negotiable — **Connaissement original – Non négociable**

Date: M / D / Y	Bill of Lading Number / Numéro de connaissement
02 / 25 / 16	

Shipper's Name & Address: • Nom et adresse de l'expéditeur

ESCO
2111 S 8TH ST
ROGERS, AR
72758

Postal Code • Code postal — Phone No. • No de tél.

Bill To (Applicable to the Third Party) • **Facturer à:** (applicable pour tierce partie)

Postal Code • Code postal — Phone No. • No de tél.

Consignee's Name & Address: • Nom et adresse du destinataire

COMPUQUEST2000
1935 SILICONE DRIVE
PICKERING ONT
L1W 3V7

Postal Code • Code postal — Phone No. • No de tél.

Freight invoices due on receipt.
Factures de transport doivent être payées sur réception

Beyond Carrier • Autre transporteur — Shipper Ready: Yes • Oui ☐ No • Non ☑

Pcs. • Colis	D.G.	Description • References	Weight • Poids	Dimensions (INCHES)
90 PCS		DESKTOP COMPUTERS	1025LBS	48 X40 X41
				X X
				X X
				X X
				X X
				X X
				X X
Total Pcs. • Col	Are Pallets Required? Yes • Oui ☑ No • Non ☐		Total Weight • Poids 1,026	lb ☑ Kg ☐

Charges • Frais: Prepaid ☑ Payés d'avance — Collect ☐ À percevoir

C.O.D. • P.S.L. Amount / Montant $ ______ — Prepaid ☑ Payés d'avance — Collect ☐ À percevoir

Declared Value • Valeur déclarée

Special Instructions • Directives spéciales

Shipper's Signature • Signature de l'expéditeur
X

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

Total Pcs. • Col	Unit P/U Trailer	Date	Time In • Temps	Time Out • Temps

QuikX • Signature
X

POLARIS TRANSPORTATION GROUP
Phone: 1-800-409-2269 Email: customs@polaristransport.com
Fax: 1-800-840-7755

PARS Clearance Advance Notice

Order:	P0715903
Date:	2016-02-25
Port of Entry:	WINDSOR
ETA:	2016-02-25 7:04:00 PM
PARS #:	5780PARS1103334
Broker:	PARKWOOD & CAVANAUGH
Number of Pages:	3
Pallets:	1.0
Weight:	1025.0 LBS

Thank you in advance for your time

Any problems please call
1-800-409-2269 ext 1701

Canada

EAGLE AIR FREIGHT, Inc.

SHIPPER/FORWARDER Landstar DESTINATION

BOOKING # Landstar Ref # 7A8Q147 TRUCKER

DIMENSIONS

PCS	LENGTH	WIDTH	HEIGHT	PCS	LENGTH	WIDTH	HEIGHT
~~1~~	~~48~~	~~40~~	~~34~~				
~~1~~	~~48~~	~~40~~	~~29~~				
1	48 x	40 x	60				

CUSTOMER Landstar

TOTAL PIECES / LBS.

REWEIGHED

RECEIVED BY

WAREHOUSE CONTROL / ON-HAND

LIMITATION OF LIABILITY STATEMENT ON REVERSE SIDE

MARKS & NUMBERS | DOCK RECEIPT # | HAZMAT YES [ ] NO [ ]

WAS THIS SHIPMENT RECEIVED IN GOOD CONDITION? YES [ ] NO [ ]

IF NO, PLEASE EXPLAIN:

SKIDS, SAID TO CONTAIN PCS.

2/22/16: Consolidated to 1 skid (Shrinkwrapped)

48 X 40 X 60 (estimated height)

Freight location: Eagle Air Freight 140 Eastern ave Chelsea, MA 02150
Doors 10-14

617-884-4436

[illegible] 9pm.

FOR CUSTOMER SERVICE CALL: 781.986.3832

LANDSTAR EXPRESS AMERICA, INC. WORLD HEADQUARTERS P.O. BOX 19136, JACKSONVILLE, FL 32245 1-904-390-4892 1-800-872-3278

WAYBILL B O 4 7282147

SHIPPER NAME AND ADDRESS	AMD GLOBAL TELEMEDICINE, 321 BILLERICA RD, CHELMSFORD, MA 01824
CONTACT / TEL	978-937-8021
CONSIGNEE NAME AND ADDRESS	TOTAL CART SOLUTIONS, 194 EARL STEWART DR., AURORA, ON L4G 6V7
CONTACT	JAY CLAUSNER
TEL	289-301-3392
DATE	~~10/24/2015~~ 3/22/16
ORIGIN	BOS
DEST	YYZ
SALES CODE	07674

BILL TO: [X] PREPAID (Shipper) [ ] COLLECT (Consignee) [ ] THIRD PARTY

AMD GLOBAL TELEMEDICINE
321 BILLERICA RD
CHELMSFORD, MA US

AIR FREIGHT SERVICE TYPE: [ ] AIR CHARTER [ ] SAME DAY/N.F.O. [ ] NEXT DAY [ ] A.M. [ ] 2nd DAY [ ] 3rd DAY [ ] 3-5 DAY

MOTOR FREIGHT SERVICE TYPE: [ ] EXPRESS TRUCK [ ] TRUCKLOAD

HAZARDOUS MATERIALS - SEE ATTACHED BILL OF LADING

NO. OF PCS.	HM	COMMODITY DESCRIPTION	HAZARD CLASS	I.D. NUMBER	PACKING GROUP	WEIGHT	LENGTH	WIDTH	HEIGHT
1		MEDIAL EQUIPMENT (2 skid + 2 ctns consolidated into 1 skid)				250	48	40	60

TOTAL PCS	SPECIAL INSTRUCTIONS	TOTAL WT
1	2 SKIDS + 2 CTNS CONSOLIDATE INTO 1 SKID SIZE SHRINKWRAPPED TO PALLET	250

FREIGHT / PICK-UP / DELIVERY / DECLARED VALUE CHARGE / OTHER / C.O.D. AMOUNT / C.O.D. FEE / TOTAL CHARGES / DRIVER COLLECT

YES [ ] NO [ ]

SHIPPER'S SIGNATURE X

EMERGENCY RESPONSE TELEPHONE NUMBER

RECEIVED BY CONSIGNEE IN GOOD ORDER UNLESS NOTED

CONSIGNEE'S SIGNATURE

PRINT CONSIGNEE'S NAME / DEL / DATE / TIME

LIMIT OF LIABILITY

DECLARED VALUE: $

RECEIVED BY LANDSTAR EXPRESS AMERICA DRIVER/AGENT

Driver Signature: X
DRIVER'S UNIT #
Print Name: X
Date: Time:
No. of Shipments This Stop:

FOR AIR FREIGHT SERVICES
Attention Driver: The shipper must sign this bill. You must also sign and document proof of identity was provided. A U.S. government issued non-expired photo ID is acceptable. As an alternative, you may document 2 other forms of ID, one of which must be issued by the U.S. Government.

NON NEGOTIABLE WAYBILL
Conditions Of Carriage
See Reverse Side and Carrier's Tariff

1ST PERSONAL ID REVIEWED: / ID TYPE: / # APPEARING ON ID / MATCHED PHOTO ON ID? YES [ ] NO [ ]
2ND PERSONAL ID REVIEWED: / ID TYPE: / # APPEARING ON ID / MATCHED PHOTO ON ID? YES [ ] NO [ ]

Contact: Jay Clausner / Total Cart Solutions

P0722210

Polaris Transport
Ph*905-671-3100
Fx*905-671-4600

PARS CLEARANCE ADVANCE NOTICE

DATE:	*March 8, 2016*
TIME:	*7 PM*
PORT OF ENTRY:	*QUEENSTON*
CONSIGNEE:	

BROKER *PARKWOOD & CAVANAUGH*
Email perry_parkwood@cogeco.ca

NUMBER OF PAGES 1 OF

PH 905-612-0761 FAX 905-612-0805 – 24 hours*

THANK YOU IN ADVANCE FOR YOUR TIME
ANY PROBLEM PLEASE CALL 905-671-3100
EXT 1265
pars@polaristransport.com
cwong@polaristransport.com

5780 PARS 902184

__________ *SKIDS* ______________ *LBS*

2/2

QuikX Transportation
HEAD OFFICE:
6767 Davand Drive
Mississauga, Ontario L5T 2T2
Tel : (905) 565-8811

www.quikx.com

Affix Pro Sticker Here

Original Bill of Lading – Not Negotiable | Connaissement original – Non négociable

[illegible]

Date M	Date D/J	Date Y/A	Bill of Lading Number / Numéro du connaissement
03	10	16	

Shipper's Name & Address: • Nom et adresse de l'expéditeur

NORRIS TECHNOLOGIES, LLC
350 JD YARNELL IND PKWY
CLINTON, TN
37716

Postal Code • Code postal | Phone No. • No de tél.

Bill To (applicable to the Third Party) • **Facturer à:** (applicable pour tierce partie)

Postal Code • Code postal | Phone No. • No de tél.

Consignee's Name & Address: • Nom et adresse du destinataire

COMPUQUEST2000
1935 SILICONE DRIVE
PICKERING ONT
L1W 3V7

Postal Code • Code postal | Phone No. • No de tél.

Freight invoices due on receipt.
Factures de transport doivent être payées sur réception

Beyond Carrier • Autre transporteur

Shipper Rating: Yes • Oui ☐ No • Non ☑

Pcs. • Colis	D.G.	Description • Références	Weight • Poids	Dimensions (INCHES)
1450PCS		DESKTOP COMPUTER LOT	28934LB	48 X40 X80
				X X
				X X
				X X
				X X
				X X
				X X

Charges • Frais: Prepaid ☑ Payés d'avance / Collect ☐ À percevoir

C.O.D. • P.S.L. Amount / Montant $ ____ C.O.D. Fee • Charge P.S.L.: Prepaid ☑ Payés d'avance / Collect ☐ À percevoir

Total Pcs. • Colis	Are Placards Req'd? Yes/Oui / No/Non		Total Weight • Poids	Lb / Kg	Declared Value • Valeur déclarée
1,450	☑ / ☐		28,939	☑ Lb / ☐ Kg (Subject to correction / Sous réserve de vérification)	

Special Instructions • Directives spéciales

28

Shipper Signature • Signature de l'expéditeur
X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER.
IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"
[illegible] SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

Total Pcs. • Colis	Unit P/U Trailer	Date	Time In • Temps	Time Out • Temps

Q.O.X • Signature
X

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.
[illegible]

[illegible]

QuikX Transportation HEAD OFFICE: 6707 Davand Drive, Mississauga, Ontario L5T 2T2, Tel: (905) 565-8811

www.quikx.com

Affix Pro Sticker Here

Original Bill of Lading – Non Negotiable / **Connaissement original – Non négociable**

Date M	D/J	Y/A	Bill of Lading Number / Numéro du connaissement
03	29	16	

Shipper's Name & Address • Nom et adresse de l'expéditeur	Bill To (if applicable to third party) • Facturer à (applicable pour tierce partie)
NORRIS TECHNOLOGIES, LLC	
360 JD YARNELL IND PKWY	
CLINTON, TN	
37716	
Postal Code • Code postal / Phone No. • No de tél.	Postal Code • Code postal / Phone No. • No de tél.

Consignee's Name & Address • Nom et adresse du destinataire	
COMPUQUEST2000	Freight invoices due on receipt.
1935 SILICONE DRIVE	Factures de transport doivent être payées sur réception
PICKERING ONT	
L1W 3V7	Beyond Carrier • Autre transporteur / Shipper Loading: Yes • Oui ☐ No • Non ☑
Postal Code • Code postal / Phone No. • No de tél.	

Pcs. • Colis	D.G.	Description • Références	Weight • Poids	Dimensions (INCHES)	Charges • Frais
1350UNITS		DESKTOP COMPUTERS	21086 LB	48 X40 X60	Prepaid ☑ Collect ☐
				X X	Payée d'avance / À percevoir
				X X	
				X X	C.O.D. • P.S.L. Amount $
				X X	Prepaid ☑ Collect ☐
				X X	Payée d'avance / À percevoir
Total Pcs. • Col: 1,350	☑ ☐		Total Weight: 21,086	Lb ☑ Kg ☐	Declared Value • Valeur déclarée

Special Instructions • Directives spéciales

20 SKIDS

Shipper Signature • Signature de l'expéditeur

X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

NOTE CAREFULLY CONDITIONS OF BACK HEREOF TO WHICH SHIPMENT ACCEPTED.

Total Pcs. • Col	Unit No.	Date	Time In	Time Out

Driver Signature

X

BILL OF LADING

Shipper:	Consignee:
HP Financial Services 165 Dascomb Rd Andover, MA 01810 (978)474-2464 Contact: Jason Green	Norris Technologies, LLC 350 JD Yarnell Ind Pkwy Clinton, TN 37716 (214)697-7638 Contact: Dean Salem

CONTACT FOR QUESTIONS: DEAN SALEM (865)426-9615

BOL #: 032916-01
Carrier: ED WIERSMA TRUCKING (Truckload)

Freight Information: Computer Parts (class 92.5), 21,085 LBS,
20 pallets – DIMS: 48 X 42 X 48 to 72 (varies).
Pick-up Numbers: CP-044003, CP-044004
Norris Tech PO #: 8165

The driver will take his 1st right towards shipping & receiving upon entering the main entrance. There is a security booth to pass through; they will be directed to a dock. Driver can go in and ask for Ben Polanco or Jamie Perez. Driver must supply Pick-up numbers. DOCK HOURS: 9:00AM to 6:00PM

Driver Signature Date

TRL # 8U3507
SEAL # UL-81093
CDL # D2007-72
401
ON, C

Shipper Signature Date 3/29/16

Consignee Signature Date

DO NOT STACK

DO NOT TOPLOAD

4689 0105726
PARS - ED WIERSMA TRUCKING INC.

123201

SPECIALIZED • PERSONALIZED • SERVICE WIERSMA TRUCKING

24 Forwell Rd., Unit J
Kitchener, Ontario
Canada N2B 3E8
Cell (519) 745-6787
Fax (519) 745-2883
wiersmatrucking.com

ACI Manifest Sheet

Trip# 4589 042260

4589 0105726
PARS - ED WIERSMA TRUCKING INC.

Transaction# ____________

Seal# ~~12234~~ UL-8109377

Manifest Information:

Drivers Name: STUART DEACON

Port of Arrival: Lansdowne ON

Date of Arrival: 29 Ma16

E.T.A: 5:30 PM

Truck & Trailer Information:

Truck #: ~~3509~~ 1521 License Plate: 332 OPPON

Trailer#: 3509 License Plate: B8220T ON

Shipment Information:

Description of Goods: Computer Parts 20 Pallets 21,065 lbs

QuikX Transportation HEAD OFFICE: 6767 Davand Drive, Mississauga, Ontario L5T 2T2, Tel: (905) 565-8811

www.quikx.com

Affix Pro Sticker Here

Original Bill of Lading – Not Negotiable | **Connaissement original – Non négociable**

M	D-J	Y-A	Bill of Lading Number / Numéro de connaissement
03	05	16	

Shipper's Name & Address • Nom et adresse de l'expéditeur

NORRIS TECHNOLOGIES , LLC
2659 NOVA DRIVE
DALLAS, TX
75229

Postal Code • Code postal | Phone No. • No de tél.

Bill To • **Facturer à:**

Postal Code • Code postal | Phone No. • No de tél.

Consignee's Name & Address • Nom et adresse du destinataire

COMPUQUEST2000
1935 SILICONE DRIVE
PICKERING ONT
L1W 3V7

Postal Code • Code postal | Phone No. • No de tél.

Freight Invoices due on receipt.
Factures de transport doivent être payées sur réception

Beyond Carrier • Autre transporteur

Shipper Routing: Yes • Oui ☐ No • Non ☑

Pcs • Colis	D.G.	Description • References	Weight • Poids	Dimensions (INCHES)		
500PCS		DOG PADS	338LBS	48	X40	X24
					X	X
					X	X
					X	X
					X	X
					X	X
					X	X

Charges • Frais: Prepaid ☑ Payés d'avance | Collect ☐ À percevoir

C.O.D. • P.S.L. Amount • Montant $______ C.O.D. Fee • Charges P.S.L.: Prepaid ☑ Payés d'avance | Collect ☐ À percevoir

Total Pcs. • Col: 500 | Are Pieces Pack'd: Yes • Oui ☑ No • Non ☐ | Total Weight • Poids: 338 | Lb ☑ Kg ☐ Subject to correction / Sous réserve de vérification | Declared Value • Valeur déclarée

Special Instructions • Directives spéciales

1 SKID

Shipper's Signature • Signature de l'expéditeur
X ______

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

Rec'd Pcs. • Col	Del./P/U Trailer	Date	Time In • Temps	Time Out • Temps

QuikX • Signature
X ______

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.

123414

POLARIS TRANSPORTATION GROUP

Phone: 1-800-409-2269 Email: customs@polaristransport.com
Fax: 1-800-840-7755

PARS Clearance Advance Notice

Order:	P0736465
Date:	2016-04-06
Port of Entry:	WINDSOR
ETA:	2016-04-06 5:34:28 PM
PARS #:	5780PARS1109478
Broker:	MILGRAM & CO.
Number of Pages:	3
Pallets:	1.0
Weight:	383.0 LBS

Thank you in advance for your time

Any problems please call
1-800-409-2269 ext 1701

QuikX Transportation
HEAD OFFICE:
6767 Davand Drive
Mississauga, Ontario L5T 2T2
Tel: (905) 605-8811

www.quikx.com

Affix Pro Sticker Here

Original Bill of Lading – Not Negotiable | Connaissement original – Non négociable

Date			Bill of Lading Number
04	28	16	

Shipper's Name & Address • Nom et adresse de l'expéditeur
NORRIS TECHNOLOGIES LLC
350 JD YARNELL IND PKWY
CLINTON, TN
37716

Bill To • Facturer à

Consignee's Name & Address • Nom et adresse du destinataire
COMPUQUEST2000
1935 SILICONE DRIVE
PICKERING ONT
L1W 3V7

Freight invoices due on receipt.
Factures de transport doivent être payées sur réception

Pcs. • Colis	D.G.	Description • Références	Weight • Poids	Dimensions (INCHES)
840PCS		DESKTOP COMPUTERS	20104LB	48 X40 X60
				X X
				X X
				X X
				X X
				X X
				X X
Total Pcs.: 840			Total Weight: 20,100	Lb ☑ Kg ☐

Charges • Frais: Prepaid ☑ Payés d'avance / Collect ☐ À percevoir

C.O.D. • P.S.L. Amount $ ____ — Prepaid ☑ Payés d'avance / Collect ☐ À percevoir

Shipper Routing: Yes ☐ No ☑

Special Instructions • Directives spéciales
24 SKIDS

Shipper Signature • Signature de l'expéditeur
X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

X

123990

BILL OF LADING

Shipper:	Consignee:
HP Financial Services 165 Dascomb Rd Andover, MA 01810 (978)474-2464 Contact: Jason Green	Norris Technologies, LLC 350 JD Yarnell Ind Pkwy Clinton, TN 37716 (214)697-7638 Contact: Dean Salem

CONTACT FOR QUESTIONS: DEAN SALEM (865)426-9615

TRL # T-264
SEAL # UL-9109150
CPL # 40147-66701-91125
ON, CANADA

BOL #: 042616-01
Carrier: PRO RISING TSPT (Truckload)

Freight Information: Computer Parts (class 92.5), 20,104 LBS, 24 pallets – DIMS: 48 X 42 X 48 to 72 (varies).
Pick-up Numbers: CP-044487, CP-044484
Norris Tech PO #: 8223, 8224

The driver will take his 1st right towards shipping & receiving upon entering the main entrance. There is a security booth to pass through; they will be directed to a dock. Driver can go in and ask for Ben Polenco or Jamie Perez. Driver must supply Pick-up numbers. DOCK HOURS: 9:00AM to 6:00PM

Driver Signature ______ Date April 26/16

Shipper Signature ______ Date 4/26/16

Queenston, ON
5pm today

Consignee Signature ______ Date ______

PRO RISING INTERNATIONAL LTD.
22EN PARS 058881

Truck - 82
Trailer - T264

DO NOT STACK

DO NOT TOPLOAD

This is Exhibit "T" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE
OF
TENNESSEE
NOTARY
PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Levangie, David W.

From: Oros, Jan <Jan.Oros@ca.gt.com>
Sent: Friday, July 29, 2016 3:18 PM
To: Dean Salem; Levangie, David W.
Cc: Krieger, Jonathan; Lakeram, Ann
Subject: RE: FW: re[2]: Compuquest / Bodimeade bankruptcy

Mr. Salem,

I'm not sure how you are aware of what Gary has or has not supplied to us, but the onus is on you to provide a complete claim for us to review. This is only for your own benefit to do so in any event to ensure that we are making decisions on the right information.

As you will note on the statement of affairs we provided you which information was supplied by Gary and his accounting records, for Gary's personal bankruptcy, you are not noted as a creditor, and for compuquest you are only showing being owed $ 324,785 so if we were to rely on Gary and his records alone, your claim filed does not make sense and is HIGHLY overstated.

We therefore urge you to prepare a complete and properly referenced claim that makes it easy for us to review and confirm that your claim is correct and accurate and valid, otherwise we will have no choice but to disallow your claim.

If you have any further questions or comments, please let us know.

Regards,

Jan Oros | Manager
Grant Thornton Limited
11th Floor | 200 King Street West | Box 11 | Toronto | ON | M5H 3T4 T +1 416 360 5023 | C +1 416 899 2717 | F +1 416 360 4949 E Jan.Oros@ca.gt.com | W http://www.grantthornton.ca/

-----Original Message-----
From: Dean Salem [mailto:dean@norris1.com]
Sent: Friday, July 29, 2016 2:55 PM
To: Oros, Jan; David W.Levangie
Cc: Krieger, Jonathan; Lakeram, Ann
Subject: re: FW: re[2]: Compuquest / Bodimeade bankruptcy

Mr. Oros,

Being that your colleague, Mr. Krieger, has carriage of the Compuquest 2000 receivership, all the documentation requested is already in Grant Thornton's possession. This includes the loan document in which Mr. Bodimeade pledged his personal and matrimonial assets. Mr. Bodimeade sent this directly to you at your request.

Sheet 1 refers to funds that were advanced directly from Dean Salem's personal account. Sheet 2 refers to product shipped. Both are simple to account for in both Compuquest 2000's bank statements and accounting software. At your request, I will have my accounting department pull copies of invoices at their earliest convenience.

We often drop ship to our customers directly from our vendors and Mr. Bodimeade always arranged his own freight to save money and expedite customs clearance, so Proofs of Delivery will also be in house under Grant Thornton's control. However, I have attached POD's (received from Mr. Bodimeade) for the last 20 or so shipments which should account for all product shipments related to the outstanding balance.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

---------- Original Message ----------

FROM: "Oros, Jan" <Jan.Oros@ca.gt.com>
TO: Dean Salem <dean@norris1.com>, David W.Levangie <dlevangie@foglers.com>
CC: "Krieger, Jonathan" <Jonathan.Krieger@ca.gt.com>, "Lakeram, Ann" <Ann.Lakeram@ca.gt.com>
DATE: Fri, 29 Jul 2016 17:51:44 +0000

SUBJECT: FW: re[2]: Compuquest / Bodimeade bankruptcy

Mr.Salem,

Your email is received.

FYI, Ms. Lakeram is the Trustee in Bankruptcy for Gary's personal bankruptcy.
Mr. Krieger, is the head of our Recovery and Reorganization group and the partner who has carriage of the Compuquest2000 receivership.

The claim you have submitted is incomplete and cannot be admitted until further details are provided. Your claim will need to be supported with more than just the excel spreadsheet which you provided. You will need to provide paperwork that supports the comment you made on the proof of claim that Gary personally guaranteed the debt with his marital assets and as well, we will need copies of all the advances you made and payments you received along with copies of all the invoices, shipping documents etc to show what you supplied/sold to Gary/Compuquest.

There appears to be 2 spreadsheets in the C2K transaction PDF and we do not know what is the difference between the 2 of them. Please explain the 2 balances and who advanced them.

If you have any questions, please let us know.

Thank you.

Jan Oros | Manager
Grant Thornton Limited
11th Floor | 200 King Street West | Box 11 | Toronto | ON | M5H 3T4 T +1 416 360 5023 | C +1 416 899 2717 | F +1 416 360 4949 E Jan.Oros@ca.gt.com | W http://www.grantthornton.ca/

Grant Thornton LLP is proud to be
recognized as one of Canada's best
workplaces for our ninth consecutive year!

-----Original Message-----
From: Dean Salem [mailto:dean@norris1.com]
Sent: Friday, July 29, 2016 12:11 PM
To: Oros, Jan
Cc: David W.Levangie
Subject: re[2]: Compuquest / Bodimeade bankruptcy

Mr. Oros,

I have attached the executed Proofs of Claim (Form 31) for Compuquest 2000 and Gary Bodimeade. I also included a copy of the accounting for the debt owed.
My Canadian attorney, David Levangie, is copied. I did not copy Mr. Krieger or Ms. Lakeram as there was no introduction made of these individuals.

Regarding the claim on the Teeter, I have requested a copy of the paid check for the unit from my financial institution. I will forward that information when I receive.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

---------- Original Message ----------

FROM: "Oros, Jan" <Jan.Oros@ca.gt.com>
TO: Dean Salem <dean@norris1.com>
CC: David W.Levangie <dlevangie@foglers.com>, "Krieger, Jonathan" <Jonathan.Krieger@ca.gt.com>, "Lakeram, Ann" <Ann.Lakeram@ca.gt.com>
DATE: Tue, 19 Jul 2016 02:03:28 +0000

SUBJECT: RE: Compuquest / Bodimeade bankruptcy

Mr. Salem,

Attached are the creditor packages for both 1299746 Ontario o/a Compuquest2000 and Gary Bodimeade's personal bankruptcy as requested.

The Compuquest creditor package was mailed to Norris based on address info we retrieved from the Company's accounting files. You will see Norris is listed as one of the creditors. Please complete the Proof of Claim form for Compuquest and provide a statement showing the balance owing and the applicable invoices that are still outstanding to Norris. Complete the proof of claim for Gary's personal bankruptcy if applicable and again provide details of the amount owing to you/Norris.

Regarding the Teeter unit, attached is the Proof of Property claim form 74 which requires it be completed by the owner of the teeter and then needs to be notarized. The form also needs to be accompanied with supporting information to show how/why it belongs to the person making the claim. As you can hopefully appreciate, we cannot remove items listed for sale based solely on your email below.

If you have any questions on the attached, please advise.

Regards,

Jan Oros | Manager
Grant Thornton Limited
11th Floor | 200 King Street West | Box 11 | Toronto | ON | M5H 3T4 T +1 416
360 5023 | C +1 416 899 2717 | F +1 416 360 4949 E Jan.Oros@ca.gt.com | W http://www.grantthornton.ca/

-----Original Message-----
From: Dean Salem [mailto:dean@norris1.com]
Sent: Monday, July 18, 2016 4:42 PM
To: Oros, Jan
Cc: David W.Levangie
Subject: Compuquest / Bodimeade bankruptcy

Jan,

Per our conversation, we need to file our creditors claim in these proceedings.
Please send via reply. I have copied David Levangie, my attorney in Canada, on this email. Please include him in your reply. In addition, the Teeter unitshown in the auction needs to be removed. Thank you-

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

Disclaimer: This email is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing or other use of this email by persons orentities other than the addressee is prohibited. If you have received this email in error, please contact the sender immediately and delete the material from any computer.

This is Exhibit "U" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Levangie, David W.

From: Dean Salem <dean@norris1.com>
Sent: Wednesday, August 03, 2016 3:44 PM
To: Jan Oros; Levangie, David W.
Cc: Krieger, Jonathan; Lakeram, Ann
Subject: Documents: Compuquest / Bodimeade bankruptcy
Attachments: 16-01-16 SO 14035 - 1,230 DTs Dell US.pdf; 16-01-22 SO 14078 for LT-6244.pdf; 16-01-26 SO 14083 for 709 DT MIXED.pdf; 16-02-10 SO 14151 for 324 HP8100.pdf; 16-02-11 SO 14156 for 170 DT-NB PA.pdf; 16-02-17 SO 14174 for LT-6283 LT-6283 1553 DTs.pdf; 16-02-18 SO 14179 for Dell US 1020 DT.pdf; 16-02-19 SO 14184 for 77 Dell7010.pdf; 16-02-22 SO 14192 for 778 DT ATL.pdf; 16-02-24 SO 14205 for 2,613 DT Mixed.pdf; 16-03-11 SO 14270 for LT-6324.pdf; 16-03-22 SO 14302 for LT-6349 1,420 DT's.pdf; PROMISSORY NOTE G BODIMEADE-executed.pdf

Mr. Oros,

Attached you will find the Sales Orders for all the 2016 shipments to Compuquest 2000. I previously supplied the proofs of delivery for these SO's.
In addition, a copy of the loan document you requested. These documents satisfy your request. Please confirm receipt and confirmation of our claim.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

NORRIS TECHNOLOGIES, LLC

Dallas, TX 75229
Carrollton, TX 75006

Sales Order

Date	S.O. No.
1/15/2016	14035

BILL TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

SHIP TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

P.O. No.	TERMS	Due Date	Rep	SHIP DATE	SHIP VIA	FOB
	Wire/Bank...	1/15/2016	LD/DS	1/15/2016		

ITEM	DESCRIPTION	QUAN	PRICE	TOTAL
8006	1230 PC	1,230	124.79634	153,499.50

Total $153,499.50

NORRIS TECHNOLOGIES, LLC

Dallas, TX 75229
Carrollton, TX 75006

Sales Order

Date	S.O. No.
1/22/2016	14078

BILL TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

SHIP TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

P.O. No.	TERMS	Due Date	Rep	SHIP DATE	SHIP VIA	FOB
	Wire/Bank...	1/22/2016	DS/MS	1/22/2016	Will Call	ORIGIN

ITEM	DESCRIPTION	QUAN	PRICE	TOTAL
8027	LT-6244 1867 Used off lease desktops	1	262,650.00	262,650.00
			Total	$262,650.00

NORRIS TECHNOLOGIES, LLC

2659 Nova Dr.
Dallas, TX 75229

Sales Order

Date	S.O. No.
1/26/16	14083

INVOICED IN FULL

BILL TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

SHIP TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

P.O. No.	TERMS	Due Date	Rep	SHIP DATE	SHIP VIA	FOB
	Wire/Bank...	1/26/16	DS/MS	1/26/16		

ITEM	DESCRIPTION	QUAN	PRICE	TOTAL
8033	444 mixed PC..$28500, and 265-6200T..$135/	709	95.52891	67,730.00
	these will Dropship from PO 8033 Compuquest will pick up			

Total $67,730.00

NORRIS TECHNOLOGIES, LLC

2659 Nova Dr.
Dallas, TX 75229

Sales Order

Date	S.O. No.
2/10/16	14151

INVOICED IN FULL

BILL TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

SHIP TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

P.O. No.	TERMS	Due Date	Rep	SHIP DATE	SHIP VIA	FOB
	Wire/Bank...	2/10/16	LD	2/10/16		

ITEM	DESCRIPTION	QUAN	PRICE	TOTAL
8063	HP 8100 3GB Ram 160GB HD - NO CD Win 7 COA	324	80.00	25,920.00

Total $25,920.00

NORRIS TECHNOLOGIES, LLC

2659 Nova Dr.
Dallas, TX 75229

Sales Order

Date	S.O. No.
2/11/16	14156

INVOICED IN FULL

BILL TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

SHIP TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

P.O. No.	TERMS	Due Date	Rep	SHIP DATE	SHIP VIA	FOB
	Wire/Bank...	2/11/16	LD	2/11/16		

ITEM	DESCRIPTION	QUAN	PRICE	TOTAL
8066	MISC Laptop/ PC LOT PA Sycamore International Inc. 431 W Baltimore Pike West Grove, PA 19390 The W/D are: 2 pallets. 48" x 40" x 55". Total weight is 1,800 lbs. these will drop ship from PO 8066	170	97.41176	16,560.00

Total $16,560.00

NORRIS TECHNOLOGIES, LLC

Dallas, TX 75229
Carrollton, TX 75006

Sales Order

Date	S.O. No.
2/17/2016	14174

BILL TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

SHIP TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

P.O. No.	TERMS	Due Date	Rep	SHIP DATE	SHIP VIA	FOB
	Wire/Bank...	2/17/2016	LD	2/17/2016	Will Call Freig	ORIGIN

ITEM	DESCRIPTION	QUAN	PRICE	TOTAL
8077	LT-6283 1553 used off lease products	1	176,130.00	176,130.00

Total $176,130.00

NORRIS TECHNOLOGIES, LLC

Dallas, TX 75229
Carrollton, TX 75006

Sales Order

Date	S.O. No.
2/18/2016	14179

BILL TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

SHIP TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

P.O. No.	TERMS	Due Date	Rep	SHIP DATE	SHIP VIA	FOB
	Wire/Bank...	2/18/2016	LD	2/18/2016		

ITEM	DESCRIPTION	QUAN	PRICE	TOTAL
8083	MISC PC LOT PER SHEET	1,020	132.35294	135,000.00

Total $135,000.00

NORRIS TECHNOLOGIES, LLC

2659 Nova Dr.
Dallas, TX 75229

Sales Order

Date	S.O. No.
2/19/16	14184

INVOICED IN FULL

BILL TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

SHIP TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

P.O. No.	TERMS	Due Date	Rep	SHIP DATE	SHIP VIA	FOB
	Wire/Bank...	2/19/16	MS/SS	2/19/16	Best Way	

ITEM	DESCRIPTION	QUAN	PRICE	TOTAL
8086	DELL 7010SFF I5, 3200, 4GB NOHDD,DVD WIN7,	77	145.00	11,165.00
8086A	DELL 990 SFF I5 3100,4GB, NO HDD WIN 7 PRO	13	125.00	1,625.00
	BREAKDOWN PER MANIFEST			
	WEIGHT - 1025 LBS 48" X 40" X 41"			
	Esco 2111 S 8th St Rogers, AR 72758			
		Total		$12,790.00

NORRIS TECHNOLOGIES, LLC

2659 Nova Dr.
Dallas, TX 75229

Sales Order

Date	S.O. No.
2/22/16	14192

INVOICED IN FULL

BILL TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

SHIP TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

P.O. No.	TERMS	Due Date	Rep	SHIP DATE	SHIP VIA	FOB
	Wire/Bank...	2/22/16	MS	2/22/16	Best Way	

ITEM	DESCRIPTION	QUAN	PRICE	TOTAL
8091	778 PCs per Spreadsheet 10 pallets, 15,500 lbs. Impulse Technology 6590 Shiloh Road East Suite D Alpharetta, GA 30005 678-965-2160 John McLain <jmclain@impulsetech.us> Dropship fom PO# 8091	778	85.34704	66,400.00
			Total	$66,400.00

NORRIS TECHNOLOGIES, LLC

2659 Nova Dr.
Dallas, TX 75229

Sales Order

Date	S.O. No.
2/24/16	14205

INVOICED IN FULL

BILL TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

SHIP TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

P.O. No.	TERMS	Due Date	Rep	SHIP DATE	SHIP VIA	FOB
	Wire/Bank...	2/24/16	MS	2/24/16	Best Way	

ITEM	DESCRIPTION	QUAN	PRICE	TOTAL
8097	2613 PC Mixed Load	2,613	29.46804	77,000.00
			Total	$77,000.00

NORRIS TECHNOLOGIES, LLC

2659 Nova Dr.
Dallas, TX 75229

Sales Order

Date	S.O. No.
3/11/2016	14270

BILL TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

SHIP TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

P.O. No.	TERMS	Due Date	Rep	SHIP DATE	SHIP VIA	FOB
	Wire/Bank...	3/11/2016	MS	3/11/2016	Will Call Freig	ORIGIN

ITEM	DESCRIPTION	QUAN	PRICE	TOTAL
8132	LT-6324 1816 Used off lease desktops	1	228,000.00	228,000.00
			Total	$228,000.00

NORRIS TECHNOLOGIES, LLC

2659 Nova Dr.
Dallas, TX 75229

Sales Order

Date	S.O. No.
3/22/16	14302

INVOICED IN FULL

BILL TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

SHIP TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

P.O. No.	TERMS	Due Date	Rep	SHIP DATE	SHIP VIA	FOB
	Wire/Bank...	3/22/16	MS	3/22/16	Will Call Freig	ORIGIN

ITEM	DESCRIPTION	QUAN	PRICE	TOTAL
8165	LT-6349 1420 used off lease desktops	1	120,000.00	120,000.00
			Total	$120,000.00

REVOLVING LINE OF CREDIT

$1,500,000.00 Caryville, TN

December 31, 2015

FOR VALUE RECEIVED, Dean Salem and Norris Technologies, LLC ("LENDER") agrees to provide a Revolving Line of Credit ("RLOC") to Gary Bodimeade and Compuquest 2000 ("BORROWER") in cash and computer related equipment in an amount up to One Million Five Hundred Thousand Dollars ($1,500,000.00). BORROWER and LENDER acknowledge that this RLOC was originally established in January 2011. This document serves to formalize the agreement and establish BORROWERS collateral pledged as LENDERS security. BORROWER hereby promises to pay to LENDER all outstanding balances on the RLOC until paid in full ($0 Balance), payable upon demand no later than December 31, 2016.

BORROWER agrees to secure his obligation to pay this RLOC with any and all of the equity available in the following properties and assets:

Asset / Property	1st Mortgage (C$)	END DATE (est)	ORIG PRICE	Currency	MONTLY PMT	PROJECTED SALE VALUE
SPORT CHASSIS	75,775.23	6/1/2017	176,095.00	USD	2,423.44	105,000.00
PEGASUS	31,727.92	10/1/2017	84,737.00	USD	1,623.54	42,000.00
KING AIRE	361,909.52	3/1/2018	913,000.00	USD	9,488.07	550,000.00
GREYHAWK	55,192.91	3/1/2018	85,000.00	USD	1,985.35	103,000.00
1935 Silicone Dr, Pickering, ON L1W3V7	3,200,000.00	1/1/2038	3,200,000.00	CD$	19,600.00	3,900,000.00
7472 Ashburn Rd, Whitby, ON L1M2E8	1,000,000.00	1/1/2020		CD$	3,860.00	3,100,000.00

BORROWER certifies that all assets are part of a marital estate and that BORROWER is 50% owner of said properties and assets. The estimated value of the properties and assets as of December 31, 2015 is as stated above. BORROWER further certifies that no additional loans, mortgages, or encumbrances exist or will be leveraged against the equity on the above referenced properties and assets until this RLOC is paid in full. BORROWER agrees to, at BORROWERS expense, legally formalize in Canada LENDER in the 2nd security position on all properties and assets. In addition, BORROWER agrees to pay any and all proceeds from the sale of any of the above assets (minus the first position lender encumbrance) to LENDER until this RLOC is paid in full.

BORROWER guarantees this RLOC both personally and with all business inventory and assets owned by Compuquest 2000. BORROWER shall have the right to pay the principal and any accrued interest, in whole or in part, at any time without penalty. LENDER will provide weekly or upon request an updated accounting showing the outstanding balance of the RLOC. BORROWER will provide to LENDER upon request at any time a full set of financials and tax returns for both Gary Bodimeade and Compuquest 2000. BORROWER will provide to LENDER upon request at any time an updated list of properties and assets. BORROWER agrees and approves any accounting professional responsible for financials, tax returns, and asset lists for both Gary Bodimeade and Compuquest 2000 to release, discuss, and answer any inquiries regarding any and all financial reports, tax returns, and asset lists directly to / with LENDER.

LENDER may, at its sole discretion, renew this RLOC upon expiration. At any time, LENDER may terminate this RLOC. All outstanding balances are due and payable immediately upon termination.

BORROWER agrees to pay the expenses or costs incurred in any attempt to collect the amounts due pursuant to this RLOC. The parties further agree that if any legal action is necessary to enforce this RLOC, any attorney's fees that are accrued in the enforcement of this RLOC shall be recoverable by the prevailing party in any legal proceeding that is initiated to enforce the terms of this RLOC. This provision is applicable to the entire RLOC.

The parties agree that jurisdiction and venue to resolve any disputes arising out of this RLOC shall be in Campbell County, Tennessee.

BORROWER ACKNOWLEDGES AND AGREES THAT THE FOREGOING PROVISIONS HAVE BEEN READ AND ACCEPTED.

Dated: December 31, 2015

GARY BODIMEADE, BORROWER

STATE OF TENNESSEE
COUNTY OF Campbell

Sworn to and subscribed before me this 31st day of Dec., 2015.

[notary's signature & seal]

My commission expires: 3/30/19

REID TROUTMAN
STATE OF TENNESSEE NOTARY PUBLIC
CAMPBELL COUNTY

Dated: December 31, 2015

DEAN SALEM, LENDER

STATE OF TENNESSEE
COUNTY OF Campbell

Sworn to and subscribed before me this 31st day of Dec., 2015.

[notary's signature & seal]

My commission expires: 3/30/19

REID TROUTMAN
STATE OF TENNESSEE NOTARY PUBLIC
CAMPBELL COUNTY

This is Exhibit "V" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Levangie, David W.

From:	Oros, Jan <Jan.Oros@ca.gt.com>
Sent:	Friday, August 05, 2016 3:47 PM
To:	Dean Salem; Levangie, David W.
Cc:	Krieger, Jonathan; Lakeram, Ann; Ken Kallish
Subject:	RE: Documents: Compuquest / Bodimeade bankruptcy
Attachments:	Example - Exhibit 1.pdf; Norris Claim Lead Sheets.pdf; King Aire PPSA Registration.pdf; PROMISSORY NOTE G BODIMEADE-executed.pdf; FW RV; Fwd RE Norris Wire

Dean,

I have reviewed your proof of claim as against Compuqest2000 and Gary Bodimeade and they are nowhere complete. To assist you with what we are looking for I have taken some of the information you provided to illustrate an example of the format of what we are looking to see from you.

Unfortunately, your claim is vast and the invoices and cumulative balance span for about a year so we aren't just dealing with 2 or 3 invoices only.

As you will have to appreciate this is a formal, legal process. What you are doing here would be no different than if you were suing an operating company. You would need to provide all information required to support your claims and to build up the amount you claim is owed to you.

In that regard, I have taken the worksheet you sent and labelled it as the "Norris Claim Lead Sheet". Ignore the 1st page which we can come back to discuss. Starting the 2nd page I took your worksheet and looked for the most recent time where the balance owing was zero and I would say is your starting point. This would be March 13, 2015. What happened prior to that would not appear to be of relevance as it was paid off.

From March 13 onwards, each invoice you issued should be an exhibit and you can easily add a column to that worksheet like I have done manually and label each one in consecutive order. This provides us the ability to cross reference the source data to the lead sheet. Then you start assembling each exhibit which should include the invoice, proof of shipping and any other relevant data that shows clearly the product was shipped. This must be done for each invoice from March 13, 2015 to the end of April 2016 whenever your last invoice was issued.

I attach an example exhibit for your reference. In this instance the invoice is not very descriptive. I also could not find an shipping information from what you provided that matched the date or description of the invoice attached. In this instance if this was the matching invoice and shipping paperwork, we would want to see any other info available which could be an email from the shipper/consignee, the clearance broker etc. As it stands in this example, I would not say that the invoice and shipping document pertain to the same shipment and therefore would be complete.

As indicated earlier regarding your proof of claim, the claim should be filed with all pieces of the puzzle put together in one email (or several if file sizes are too large) so we aren't guessing what your claim is supposed to be.

As for the first sheet which I believe are advances you personally made, you will note my comments which indicate no information has been received so this portion of the claim is pending until the appropriate supporting paperwork is received.

Regarding the promissory note/RLOC, we would need to review with our legal counsel regarding its merits, validity and effect on the proof of claim, but we would note the King Aire is registered to 1299746 Ontario and any equity as such should be covered under CIBC's GSA after the 1st secured party listed on that unit which was Pfaff Leasing. Those funds were received and deposited to the Company's TD bank on April 6 and Gary sent a wire to Norris the same day for $ 253,000 being the bulk of the funds received from the King Aire. The RLOC references that there should be no other charges after the first chargor and that the equity from the sale of any of these assets would be to the benefit of Salem/Norris. We would need to review with counsel what impact and effect this has on your overall claim, if any.

In any event, if you have any questions on the above or attached, please let us know.

Regards,

Jan Oros | Manager
Grant Thornton Limited
11th Floor | 200 King Street West | Box 11 | Toronto | ON | M5H 3T4 T +1 416 360 5023 | C +1 416 899 2717 | F +1 416 360 4949 E Jan.Oros@ca.gt.com | W http://www.grantthornton.ca/

-----Original Message-----
From: Dean Salem [mailto:dean@norris1.com]
Sent: Wednesday, August 03, 2016 3:44 PM
To: Oros, Jan; David W.Levangie
Cc: Krieger, Jonathan; Lakeram, Ann
Subject: Documents: Compuquest / Bodimeade bankruptcy

Mr. Oros,

Attached you will find the Sales Orders for all the 2016 shipments to Compuquest 2000. I previously supplied the proofs of delivery for these SO's.
In addition, a copy of the loan document you requested. These documents satisfy your request. Please confirm receipt and confirmation of our claim.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

NORRIS TECHNOLOGIES, LLC

EXHIBIT (

Dallas, TX 75229
Carrollton, TX 75006

Sales Order

Date	S.O. No.
1/15/2016	14035

BILL TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

SHIP TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

P.O. No.	TERMS	Due Date	Rep	SHIP DATE	SHIP VIA	FOB
	Wire/Bank...	1/15/2016	LD/DS	1/15/2016		

ITEM	DESCRIPTION	QUAN	PRICE	TOTAL
8006	1230 PC	1,230	124.79634	153,499.50

EXAMPLE ONLY

Total	$153,499.50

EXHIBIT 1

Quik X Transportation

HEAD OFFICE: 6767 Davand Drive, Mississauga, Ontario L5T 2T2, Tel: (905) 565-8811

www.quikx.com

Affix PRO Sticker Here

Original Bill of Lading - Not Negotiable / Connaissement original - Non négociable

Shipper's Name & Address / Nom et adresse de l'expéditeur	Bill To
NORRIS SYSTEMS	
2659 NOVA DRIVE	
DALLAS, TX	
76229	

Date: 01 | 18 | 16

Consignee's Name & Address / Nom et adresse du destinataire

COMPUQUEST2000
1935 SILICONE DRIVE
PICKERING, ONT
L1W 3V7

Freight invoices due on receipt.
Factures de transport doivent être payées sur réception

Pcs	Description / Références	Weight	Dimensions (INCHES)
1 PC	COMPUTER DESKTOP LOT	14024LB	48 X 40 X 60

Total Pcs: 1 — Total Weight: 14,020

Charges: Prepaid ☑ / Collect ☐

Special Instructions / Directives spéciales:
12 SKIDS

Shipper's Signature / Signature de l'expéditeur
X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS SAID TO CONTAIN.

X

© QUIK X TRANSPORTATION INC.

X EXAMPLE ONLY

Date	Check #	Cleared	Check Amt	Debit	Credit	Balance	Interest	Reconcile	Rec Notes
1/29/2016	2956	Y	256,000.00		250,000.00	0.00			
2/3/2016	2957	Y	200,000.00		200,000.00	-200,000.00			
2/5/2016	1199-BBT-DAS	Y	280,000.00	280,000.00		80,000.00			
2/16/2016	2945	N	200,000.00			80,000.00			Bank Refused 03/04/16, wired to Comerica
2/17/2016	1200-BBT-DAS	Y	195,000.00	195,000.00		275,000.00			
2/20/2016	1201-BBT-DAS	Y	250,000.00	250,000.00		525,000.00			
2/24/2016	2955	N	200,000.00		195,000.00	330,000.00			Bank Refused, then wired to Comerica
2/29/2016	1126-CTBI-DAS	Y	65,000.00	65,000.00		395,000.00			
3/1/2016	Wire-CTBI-Sunny	Y	200,000.00	200,000.00		595,000.00			
3/1/2016	2948	N	250,000.00		242,500.00	352,500.00			Bank Refused, then wired to Comerica
3/4/2016	Wire	Y	200,000.00		194,000.00	158,500.00			
4/12/2016		Y	52,300.00		52,300.00	106,200.00			Bank Refused, then wired to Comerica NCP - xfer to DAS acct

Total US$106,200.00 - this sheet 1

NO WIRE CONFIRMATIONS OR CANCELLED CHEQUES SUPPLIED FOR ABOVE CLAIM SO THIS PORTION OF CLAIM IS DISALLOWED

EXHIBIT #	Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
	2/8/2015					103,790.00	412,255.20	Amex (Gary) - 3%		Total charge - $107,000.00	
	2/10/2015	7374	12974*		145,521.00		557,776.20			LT-5576 - 1,480 DT, LT-5580 - 503 TC	
	2/13/2015					124,980.00	432,796.20	Wire to BB&T NT Op Acct			
	2/17/2015	7384	12987*		263,903.50		696,699.70			Dell US 720DT, 1008NB	
	2/17/2015	7386	12989*		252,505.00		949,204.70			LT-5591 - 1,368DT, LT-5593 - 31NB, LT-5598 - 1,890DT	
	2/17/2015	7371	12996*		77,277.00		1,026,481.70			Dell CA DT, NB, WS	
	2/17/2015					77,257.00	949,224.70	Wire to BB&T NT Op Acct			
	2/18/2015					34,000.00	915,224.70	Wire to BB&T NT Op Acct			
	2/18/2015					260,000.00	655,224.70	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP	
	2/20/2015					100,000.00	555,224.70	Wire to BB&T NT Op Acct			
	2/24/2015					99,980.00	455,244.70	Wire to BB&T NT Op Acct			
	3/6/2015	7410	13044*		218,360.00		673,604.70			LT-5609 DT/MISC, 1,577 units, LT-5623 DT/MISC, 1,694 units	
	3/9/2015	7411	13045*		108,150.00		781,754.70			LT-5629 DT, 1,881 units	
	3/10/2015					282,368.94	499,385.76	Amex (Gary) - 3%		Total charge - $291,102.00	
	3/11/2015					99,992.00	399,393.76	Wire to BB&T NT Op Acct			
	3/13/2015					399,393.76	0.00	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP 3/23/15	
1	3/23/2015	7391	13085*		195,003.72		195,003.72			HPFS Mexico 3,193DT, 640NB, 220WS	YES
2	3/23/2015	7432	13086*		123,450.00		318,453.72			HPFS LT5644 210WS, LT5648 88WS, LT5634 1,278DT	
3	3/23/2015	7431	13084*		-2,400.00		316,053.72			Product bought from C2K, sold to HPFS PO PN-004204	
4	3/23/2015	MULTI	13066*		39,773.52		355,827.24			DT's from Mike in Dallas	
5	3/26/2015	7442	13096*	100134	89,280.00		445,107.24			576 HP 8100, 3GB Ram, 160GB HD - NO CD, Win 7 COA	
6	3/31/2015	7449	13111*	100136	80,250.00		525,357.24			Dell US - 1,020 desktops	
7	3/31/2015	STOCK	13113*		12,012.00		537,369.24			344-250GB, 1200-160GB HDDs	
8	4/1/2015	7453	13116*		143,170.00		680,539.24			LT5675 - 115WS, LT5681DT - 1,472 DT	
	4/3/2015					123,450.00	557,089.24	Deposit Comerica - moved to BB&T NT Op 4/8/15			
	4/6/2015					99,992.00	457,097.24	Wire to BB&T NT Op Acct			
	4/7/2015	7462	13130*	100141	124,630.00		581,727.24			LT-5686 DT - qty 1,393	
	4/8/2015	STOCK	13132*		6,000.00		587,727.24			1,000 - 160GB SATA	
	4/8/2015	7466	13133*		44,500.00		632,227.24			WS lot from Mike in Dallas	
	4/13/2015					252,257.23	379,970.01	Amex (Gary) - 3%		Total charge - $260,059.00	
	4/14/2015	7474	13143*		141,110.00		521,080.01			LT5696 DT 1,846, LT5688 WS 161	
	4/14/2015	7475	13144*		47,615.37		568,695.38			Dell CA 240DT, 90PC, 60WS, 8Storage	
	4/20/2015	STOCK	13158*		17,780.00		586,475.38			2000 - 160GB, 1445 - 120GB	
	4/27/2015					209,723.00	376,752.38	Deposit Comerica - moved to BB&T NT Op 4/27/15			
	4/24/2015	7496	13180*		87,550.00		464,302.38			LT-5718 - 1508 used off lease Desktops	
	4/29/2015	7392 / 7503	13189*		26,690.00		490,992.38			Dell 760_780	
	5/15/2015					229,493.13	261,499.25	Amex (Gary) - 3%		Total charge - $236,590.86	
	5/18/2015	7543	13245*		145,088.89		406,588.14			LT-5757 1870 Used off lease desktops	
	5/20/2015	7549	13357*		226,122.08		632,710.22			LT-5764 2300 Used off Lease Desktops	
	5/21/2015	7551	13359*		39,385.00		672,095.22			233 Dell Opti 390, HDDs - DFW	YES
	5/28/2015	7565	13376*		162,500.00		834,595.22			Dell US DT/NB lot	YES
	6/4/2015	7566	13377*		101,606.41		936,201.63			LT - 5783 1642 Used off lease Desktops	YES
	6/4/2015					25,000.00	911,201.63	Deposit Chase			
	6/9/2015					50,000.00	861,201.63	Deposit Chase			
	6/10/2015	7579	13392*		43,200.00		904,401.63			288 - 8100-3GB/160GB/No CD/Win7COA	
	6/11/2015	7520	13395*		40,000.00		944,401.63			Lockheed NB_DT Lot	
	6/11/2015					258,138.41	686,263.22	Amex (Gary) - 3%		Total charge - $266,122.08	
	6/11/2015					170,000.00	516,263.22	Wire to BB&T NT Op Acct			

STARTING POINT
$0 BALANCE

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
6/17/2015	7586	13402*		91,500.00		607,763.22			LT-5791 - 2,356 DT's	
6/19/2015					100,000.00	507,763.22	C2K Ck3315 - Chase			
6/16/2015	STOCK	13399*		17,653.44		525,416.66			MISC SYSTEMS FROM DFW	
6/22/2015	STOCK	13414*		74,820.65		600,237.31			MISC NB FROM DFW	
6/22/2015	7594	13417*		185,060.00		785,297.31			LT-5800 2,188 DTs, LT-5802 114 AIOs	
6/25/2015	7599	13425*		43,254.00		828,551.31			LT-5810 1,096 DT's	
6/25/2015					330,000.00	498,551.31	Wire to BB&T NT Op Acct			
6/25/2015	7494	13426*		207,728.73		706,280.04			EOL-3739_2740, 1,920 DT's, 1,241 LCDs, 723 NBs - MX	
6/26/2015					0.00	706,280.04	C2K Ck3317 - Chase		$107,000 sent to collections - STOP PAY	
6/26/2015	7601	13431*		114,450.00		820,730.04			1,655 - LCD/DT Lot - ATL	
6/29/2015	7602	13433*		55,500.00		876,230.04			1,304 - HP DTs - DFW	
7/2/2015	7616	13450*		107,635.00		983,865.04			LT-5822 1,755 DTs	
7/4/2015					234,476.86	749,388.18	Amex (Gary) - 3%		Total charge - $241,728.73	
7/10/2015					240,000.00	509,388.18	Wire to BB&T NT Op Acct			
7/14/2015	7625	13464*		76,640.00		586,028.18			LT-5835(-D too) 2,492 DT's	
7/15/2015					100,000.00	486,028.18	Wire to BB&T NT Op Acct			
7/15/2015	STOCK	13483*		109,962.00		595,990.18			774 NBs from DFW	
7/22/2015	7639	13496*		58,710.00		654,700.18			LT-5848 1,911 DT's	
7/23/2015	7644	13502*		51,300.00		706,000.18			WKS lot - DFW	
7/28/2015	STOCK	13516*		8,816.00		714,816.18			HDDs - DFW	
7/29/2015					300,000.00	414,816.18	Wire to BB&T NT Op Acct			
7/30/2015	7655	13520*	100177	10,100.00		424,916.18			87 - DT's - DFW	
8/5/2015	7662	13536*		110,880.00		535,796.18			1,080 - HP 8100/3GB/160GB - DFW	
8/8/2015	7670	13544*	100178	96,820.00		632,616.18			LT-5877 1,417 DT's	
8/13/2015		13551*	100174	75,000.00		707,616.18			2,652 - DTs - ATL	
8/14/2015	7612	13586* (8/27	100181	134,459.00		842,075.18			MX EOL-3744 989 DT's, EOL-3750 773 NB's	
8/14/2015					254,673.50	587,401.68	Amex (Gary) - 3%		Total charge - $262,550.00	
8/14/2015	7684	13556*	100176	139,050.00		726,451.68			LT-5886 2,398 DT's	
8/18/2015		13564*	100182	40,465.41		766,917.09			250GBs + NBs DFW	
8/14/2015		13552*	100175	29,880.00		796,797.09			664 - DTs - DFW	
8/25/2015	7704	13580*	100179	51,500.00		848,297.09			LT-5911 1,287 DT's	
8/31/2015					172,500.00	675,797.09				
9/4/2015	7721	13611*		46,250.00		722,047.09			Misc WS - Dell US	
9/10/2015					336,500.00	385,547.09	Wire to BB&T NT Op Acct			
9/11/2015		13628*	100180	118,800.00		504,347.09			1,080 - HP 8100 - ATL	
9/16/2015		13642*		77,000.00		581,347.09			550 - 6200T - ATL	
9/16/2015		13641*	100185	150,000.00		731,347.09			1,140 - DT's, Dell US	
9/18/2015					275,000.00	456,347.09	Wire to Chase NT Op Acct			
9/22/2015	7764	13668*		334,750.00		791,097.09			LT-5936, 2,531 DT's	
9/25/2015					272,702.89	518,394.20	Amex (Gary) - 3%		Total charge - $281,137.00	
9/29/2015	7776	13680*		197,760.00		716,154.20			LT-5959, 1,103 DT's	
9/29/2015	7777	13681*		95,480.00		811,634.20			LT-5977, 1,236 WS's	
9/29/2015	7778	13683*		47,060.00		858,694.20			370 SFF's - ATL	
10/1/2015	7785	13688*		198,573.00		1,057,267.20			LT-5993, 1,483 DT's 8200 i5's	10/20/2015
10/1/2015	7786	13689*		40,479.00		1,097,746.20			LT-5992, 524 WS's - Z200 i3's	10/20/2015
10/7/2015					293,240.00	804,506.20	Wire to BB&T NT Op Acct			
10/8/2015	7798	13712*		145,250.00		949,756.20			Dell US 1,110 DT's	
10/9/2015	7793	13923*		244,020.65		1,193,776.85			HP MX - 2,157 DT/AIO, 108 WS, 558 - NB	11/27/2015

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
10/13/2015	7805	13724*	100196	212,215.00		1,405,991.85			LT-6029, 1,657 NB's	10/19/2015
10/13/2015					287,120.00	1,118,871.85	Amex (Gary) - 3%		Total charge - $296,000.00	
10/14/2015	7808	13733*		17,160.00		1,136,031.85			130 - 790SFF - PA	
10/19/2015					350,000.00	786,031.85	Wire to BB&T NT Op Acct			
10/26/2015	7821	13763*	100198	95,790.00		881,821.85			LT-6062 1,651 DT's	10/26/2015
10/26/2015	7822	13762*	100199	5,950.00		887,771.85			LT-6043 238 TC's	10/26/2015
10/26/2015	7827	13760*		123,987.00		1,011,758.85			Dell US 1,110 DT's	10/27/2015
11/2/2015					300,000.00	711,758.85				
11/10/2015	Stock	13821*		25,950.00		737,708.85			167 - Misc DT's - DFW	
11/13/2015	7862	13856*	100201	74,160.00		811,868.85			LT-6077, 1,588 DT's	
11/13/2015	7864	13855*	100200	1,175.00		813,043.85			235 KBM's	
11/13/2015	7863					813,043.85			AC adapters Sort and settle	
11/17/2015					286,150.00	526,893.85	Amex (Gary) - 3%		Total charge - $295,000.00	
11/20/2015	7883	13858*		19,280.00		546,173.85			216 - 8100, 400 - 250GBs - ATL	
11/20/2015	7887	13862*		141,446.00		687,619.85			1,050 - DTs - Dell US	
11/20/2015	7888	13863*		33,860.00		721,479.85			MOGA	
11/23/2015	7890	13870*		80,810.00		802,289.85			1,618 DT's - OH	
11/24/2015	7433	13874*		2,750.00		805,039.85			550 - HP KBM	
11/30/2015					33,860.00	771,179.85	Deposit Chase NT Op		Pmt for MOGA - SO 13863	
12/4/2015					211,000.00	560,179.85	Wire to BB&T NT Op Acct			
12/8/2015	7915	13917*		226,558.00		786,737.85			LT-6144, 1,926 DT's	12/15/2015
12/9/2015	7918	13920*		258,000.00		1,044,737.85			LT-6145, 1,642 DT's	12/16/2015
12/9/2016	7920	13921*		21,570.00		1,066,307.85			892 HP PC and LCD	
12/11/2015	7928	13932*		145,975.50		1,212,283.35			1,110 DT's - Dell US	12/14/2015
12/11/2015	7931	13934*		158,474.00		1,370,757.35			1,329 DT's - ATL	12/14/2015
12/11/2015					172,660.00	1,198,097.35	Amex (Gary) - 3%		Total charge - $178,000.00	
12/14/2015						1,198,097.35	Amex (Gary) - 3%		Total charge - $129,000.00 - REVERSED 12/30/15	
12/18/2015					250,000.00	948,097.35	Wire to Chase NT Op Acct			
12/21/2015	7949	13963*		43,200.00		991,297.35			540 - HP8100, 5 - HP8100 - ATL	
1/4/2016	7863	13979*		7,500.00		998,797.35			2500 - AC Adapters	
1/12/2015					400,000.00	598,797.35	Wire to Chase NT Op Acct			
1/12/2016	7995	14015*		77,868.00		676,665.35			LT-6193 1,037 DTs	
1/13/2016		14024*		59,820.00		736,485.35			1,039 DTs NT S-S Stock	
1/15/2016					273,137.45	463,347.90	Amex (Gary) - 3%		Total charge - $281,585.00	
1/15/2016	8006	14035*		153,499.50		616,847.40			1,230 DTs - Dell US	
1/22/2016	8027	14078*		262,650.00		879,497.40			LT-6244, 1,867 DT's	
1/26/2016	8033	14083*		67,730.00		947,227.40			444 mixed PC..$28500, and 265-6200T..$135/	
1/27/2016					250,000.00	697,227.40	Wire to Chase NT Op Acct			
2/10/2016	8063	14151*		25,920.00		723,147.40			324 - HP8100	
2/11/2016	8066	14156*		16,560.00		739,707.40			170 - Misc Laptop	
2/17/2016					195,000.00	544,707.40	Wire to BB&T NT Op Acct			
2/17/2016					295,850.00	248,857.40	Amex (Gary) - 3%		Total charge - $305,000.00	
2/18/2016	8077	14174*		176,130.00		424,987.40			LT-6283 1,553 DTs	
2/18/2016	8083	14179*		135,000.00		559,987.40			Dell US 1,020 DTs	
2/19/2016	8086	14184*		13,845.18		573,832.58			77 Dell 7010SFF, I5-3200, 4GB, No HDD, DVD, Win7	
2/22/2016	8091	14192*		66,400.00		640,232.58			778- PC's - Atl	
2/24/2016	8097	14205*		77,000.00		717,232.58			2,613 DT Mixed	
3/11/2016	8132	14270		228,000.00		945,232.58			LT-6324 1,816 DT's	

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
3/22/2016	8165	14302		120,000.00		1,065,232.58			LT-6349 1,420 DT's	
3/22/2016					70,000.00	995,232.58	Wire to Comerica NCP acct			
3/23/2016	8169				14,847.09	980,385.49			C2K Inv 710047 - Memory/CPU's	
3/25/2016					30,000.00	950,385.49	Wire to Chase NT acct			
4/12/2016					253,000.00	697,385.49	Wire to Chase NT acct			

Total US$697,385.49 - sheet 2

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
694416618

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	002		20140314 1405 1462 6919	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: COMPUQUEST 2000
ONTARIO CORPORATION NO.
04 ADDRESS: 1935 SILICONE DRIVE PICKERING ON L1W3V9

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: 1299746 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 1935 SILICONE DRIVE PICKERING ON L1W3V9

08 SECURED PARTY / LIEN CLAIMANT: PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
09 ADDRESS: 9100 JANE ST BLDG F UNIT 44/45 VAUGHAN ON L4K0A4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10					X	X	164685	14MAR2019	

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2014	NEWMAR	KING AIRE	4VZVU1E99EC078305
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
17 ADDRESS: 9100 JANE STREET BUILDING F UNIT 44/45 VAUGHAN ON L4K0A4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

<u>REVOLVING LINE OF CREDIT</u>

$1,500,000.00 Caryville, TN

December 31, 2015

FOR VALUE RECEIVED, Dean Salem and Norris Technologies, LLC ("LENDER") agrees to provide a Revolving Line of Credit ("RLOC") to Gary Bodimeade and Compuquest 2000 ("BORROWER") in cash and computer related equipment in an amount up to One Million Five Hundred Thousand Dollars ($1,500,000.00). BORROWER and LENDER acknowledge that this RLOC was originally established in January 2011. This document serves to formalize the agreement and establish BORROWERS collateral pledged as LENDERS security. BORROWER hereby promises to pay to LENDER all outstanding balances on the RLOC until paid in full ($0 Balance), payable upon demand no later than December 31, 2016.

BORROWER agrees to secure his obligation to pay this RLOC with any and all of the equity available in the following properties and assets:

Asset / Property	1st Mortgage (C$)	END DATE (est)	ORIG PRICE	Currency	MONTLY PMT	PROJECTED SALE VALUE
SPORT CHASSIS	75,775.23	6/1/2017	176,095.00	USD	2,423.44	105,000.00
PEGASUS	31,727.92	10/1/2017	84,737.00	USD	1,623.54	42,000.00
KING AIRE	361,909.52	3/1/2018	913,000.00	USD	9,488.07	550,000.00
GREYHAWK	55,192.91	3/1/2018	85,000.00	USD	1,985.35	103,000.00
1935 Silicone Dr, Pickering, ON L1W3V7	3,200,000.00	1/1/2038	3,200,000.00	CD$	19,600.00	3,900,000.00
7472 Ashburn Rd, Whitby, ON L1M2E8	1,000,000.00	1/1/2020		CD$	3,860.00	3,100,000.00

BORROWER certifies that all assets are part of a marital estate and that BORROWER is 50% owner of said properties and assets. The estimated value of the properties and assets as of December 31, 2015 is as stated above. BORROWER further certifies that no additional loans, mortgages, or encumbrances exist or will be leveraged against the equity on the above referenced properties and assets until this RLOC is paid in full. BORROWER agrees to, at BORROWERS expense, legally formalize in Canada LENDER in the 2nd security position on all properties and assets. In addition, BORROWER agrees to pay any and all proceeds from the sale of any of the above assets (minus the first position lender encumbrance) to LENDER until this RLOC is paid in full.

BORROWER guarantees this RLOC both personally and with all business inventory and assets owned by Compuquest 2000. BORROWER shall have the right to pay the principal and any accrued interest, in whole or in part, at any time without penalty. LENDER will provide weekly or upon request an updated accounting showing the outstanding balance of the RLOC. BORROWER will provide to LENDER upon request at any time a full set of financials and tax returns for both Gary Bodimeade and Compuquest 2000. BORROWER will provide to LENDER upon request at any time an updated list of properties and assets. BORROWER agrees and approves any accounting professional responsible for financials, tax returns, and asset lists for both Gary Bodimeade and Compuquest 2000 to release, discuss, and answer any inquiries regarding any and all financial reports, tax returns, and asset lists directly to / with LENDER.

LENDER may, at its sole discretion, renew this RLOC upon expiration. At any time, LENDER may terminate this RLOC. All outstanding balances are due and payable immediately upon termination.

BORROWER agrees to pay the expenses or costs incurred in any attempt to collect the amounts due pursuant to this RLOC. The parties further agree that if any legal action is necessary to enforce this RLOC, any attorney's fees that are accrued in the enforcement of this RLOC shall be recoverable by the prevailing party in any legal proceeding that is initiated to enforce the terms of this RLOC. This provision is applicable to the entire RLOC.

The parties agree that jurisdiction and venue to resolve any disputes arising out of this RLOC shall be in Campbell County, Tennessee.

BORROWER ACKNOWLEDGES AND AGREES THAT THE FOREGOING PROVISIONS HAVE BEEN READ AND ACCEPTED.

Dated: December 31, 2015

GARY BODIMEADE, BORROWER

STATE OF TENNESSEE
COUNTY OF Campbell

Sworn to and subscribed before me this 31st day of Dec., 2015.

[notary's signature & seal]

My commission expires: 3/30/19

REID TROUTMAN STATE OF TENNESSEE NOTARY PUBLIC CAMPBELL COUNTY

Dated: December 31, 2015

DEAN SALEM, LENDER

STATE OF TENNESSEE
COUNTY OF Campbell

Sworn to and subscribed before me this 31st day of Dec., 2015.

[notary's signature & seal]

My commission expires: 3/30/19

REID TROUTMAN STATE OF TENNESSEE NOTARY PUBLIC CAMPBELL COUNTY

Gomes, Nivia

From: Gary Bodimeade <IMCEAEX-R@ca.gt.com>
Sent: Thursday, March 10, 2016 1:03 PM
To: Dean Salem (dean@norris1.com)
Subject: FW: RV
Attachments: image001.jpg; image002.jpg

Please see below,

I guess as the finance is in mine and the Companies name it will have to be to both me and CQ2K.

I can deposit this once received into the new account and wire it to you the same days its done

-----Original Message-----
From: Heather Levitt [mailto:hlevitt@pfaffleasing.com]
Sent: Thursday, March 10, 2016 1:01 PM
To: Gary Bodimeade <garyb@compuquest2000.com>
Subject: RV

Hi Gary

In respect to selling your 2014 Newmar King Aire RV in the U.S. we will be issuing a Cheque for the equity to Compuquest 2000 and Gary Bodimeade in U.S. Funds once the funds have been received for the purchase price.

If you need further information please do not hesitate to contact me.

Thanks

Heather Levitt-Simmons
Account Manager

hlevitt@pfaffleasing.com<mailto:hlevitt@pfaffleasing.com>
T 905-851-6311 x5212
D 905-265-2882
C 416-505-0462
F 905-265-2899

Pfaff Leasing
618 Chrislea Road | Woodbridge, ON L4L 8K9 pfaffleasing.com<http://pfaffleasing.com>
[cid:image001.jpg@01D0E562.55C9F940]

Confidentiality and privilege are not lost by this documentation having been sent to the wrong electronic mail address. If you are not the intended recipient or the person responsible for delivering it to the intended recipient please notify the sender immediately and destroy this document as well as any copies of it. Any distribution, reproduction or other use of this document is strictly prohibited. Pfaff Motors Inc. and its affiliates cannot be held liable for any damage that may be caused by viruses or transmission errors.
[Leasing]

Gomes, Nivia

From: Gary Bodimeade <IMCEAEX-R@ca.gt.com>
Sent: Thursday, April 07, 2016 5:54 PM
To: Dean Salem
Subject: Fwd: RE: Norris Wire

---------- Forwarded message ----------
From: "Ivicic, John" <John.Ivicic@td.com>
Date: Apr 7, 2016 5:38 PM
Subject: RE: Norris Wire
To: "Gary Bodimeade" <garyb@compuquest2000.com>
Cc:

Hey Gary... it's been sent but that's all I can find out.

John Ivicic I Financial Advisor I TD Canada Trust

Transit 1996 I 5762 Highway 7 East, Markham, Ontario L3P 1A8

T: 905 294 2152 ext 231 I F: 905 471 8105 I E: john.ivicic@td.com

---

From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Thursday, April 07, 2016 10:09 AM
To: Ivicic, John
Subject: Norris Wire

Hey John,

Sorry to be a pain. We did a wire yesterday for $253000 USD and my customer still has not received it.

Are please able to check the transaction – wire ID # 160406b3770200 to see where it may be? Thanks

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

This is Exhibit "W" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Levangie, David W.

From: Dean Salem <dean@norris1.com>
Sent: Wednesday, August 10, 2016 8:16 AM
To: Jan Oros; Levangie, David W.
Cc: Krieger, Jonathan; Lakeram, Ann; Ken Kallish
Subject: re[2]: Documents: Compuquest / Bodimeade bankruptcy

Jan,

My accounting dept is in the process of pulling the information you requested. As your documentation request is extensive, it will take some time to gather. I estimate approximately 1 week to gather the documentation. I will update you when we have the documents collected.

Regarding the loan side of the debt - I have requested copies of the paid checks from the bank and will forward them when I receive.

Regarding the Teeter - I will have the documents notarized and forwarded in the coming week.

On your last email I noted the addition of another person: Ken Kallish <KKallish@mindengross.com>. As my company and personal information is proprietary, please do not include any additional parties to our communication without introduction. To that end, I will forward a nondisclosure agreement for execution by all parties.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

---------- Original Message ----------

FROM: "Oros, Jan" <Jan.Oros@ca.gt.com>
TO: Dean Salem <dean@norris1.com>, David W.Levangie <dlevangie@foglers.com>
CC: "Krieger, Jonathan" <Jonathan.Krieger@ca.gt.com>, "Lakeram, Ann" <Ann.Lakeram@ca.gt.com>, Ken Kallish <KKallish@mindengross.com>
DATE: Fri, 5 Aug 2016 19:47:11 +0000

SUBJECT: RE: Documents: Compuquest / Bodimeade bankruptcy

Dean,

I have reviewed your proof of claim as against Compuqest2000 and Gary Bodimeade and they are nowhere complete. To assist you with what we are looking for I have taken some of the information you provided to illustrate an example of the format of what we are looking to see from you.

Unfortunately, your claim is vast and the invoices and cumulative balance span for about a year so we aren't just dealing with 2 or 3 invoices only.

As you will have to appreciate this is a formal, legal process. What you are doing here would be no different than if you were suing an operating company. You would need to provide all information required to support your claims and to build up the amount you claim is owed to you.

In that regard, I have taken the worksheet you sent and labelled it as the "Norris Claim Lead Sheet". Ignore the 1st page which we can come back to discuss. Starting the 2nd page I took your worksheet and looked for the most recent time where the balance owing was zero and I would say is your starting point. This would be March 13, 2015. What happened prior to that would not appear to be of relevance as it was paid off.

From March 13 onwards, each invoice you issued should be an exhibit and you can easily add a column to that worksheet like I have done manually and label each one in consecutive order. This provides us the ability to cross reference the source data to the lead sheet. Then you start assembling each exhibit which should include the invoice, proof of shipping and any other relevant data that shows clearly the product was shipped. This must be done for each invoice from March 13, 2015 to theend of April 2016 whenever your last invoice was issued.

I attach an example exhibit for your reference. In this instance the invoice is not very descriptive. I also could not find an shipping information from what you provided that matched the date or description of the invoice attached. In this instance if this was the matching invoice and shipping paperwork, we would want to see any other info available which could be an email from the shipper/consignee, the clearance broker etc. As it stands in this example, I would not say that the invoice and shipping document pertain to the same shipment and therefore would be complete.

As indicated earlier regarding your proof of claim, the claim should be filed with all pieces of the puzzle put together in one email (or several if file sizes are too large) so we aren't guessing what your claim is supposed to be.

As for the first sheet which I believe are advances you personally made, you will note my comments which indicate no information has been received so this portion of the claim is pending until the appropriate supporting paperwork is received.

Regarding the promissory note/RLOC, we would need to review with our legal counsel regarding its merits, validity and effect on the proof of claim, but we would note the King Aire is registered to 1299746 Ontario and any equity as such should be covered under CIBC's GSA after the 1st secured party listed on that unit which was Pfaff Leasing. Those funds were received and deposited to the Company's TD bank on April 6 and Gary sent a wire to Norris the same day for $ 253,000 being the bulk of the funds received from the King Aire. The RLOC references that there should be no other charges after the first chargor and that the equity from the sale of any of these assets would be to the benefit of Salem/Norris. We would need to review withcounsel what impact and effect this has on your overall claim, if any.

In any event, if you have any questions on the above or attached, please let us know.

Regards,

Jan Oros | Manager
Grant Thornton Limited
11th Floor | 200 King Street West | Box 11 | Toronto | ON | M5H 3T4 T +1 416 360 5023 | C +1 416 899 2717 | F +1 416 360 4949 E Jan.Oros@ca.gt.com | W http://www.grantthornton.ca/

-----Original Message-----
From: Dean Salem [mailto:dean@norris1.com]
Sent: Wednesday, August 03, 2016 3:44 PM
To: Oros, Jan; David W.Levangie
Cc: Krieger, Jonathan; Lakeram, Ann
Subject: Documents: Compuquest / Bodimeade bankruptcy

Mr. Oros,

Attached you will find the Sales Orders for all the 2016 shipments to Compuquest 2000. I previously supplied the proofs of delivery for these SO's.
In addition, a copy of the loan document you requested. These documents satisfy your request. Please confirm receipt and confirmation of our claim.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

This is Exhibit "X" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE
OF
TENNESSEE
NOTARY
PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Levangie, David W.

From: Oros, Jan <Jan.Oros@ca.gt.com>
Sent: Tuesday, August 16, 2016 4:12 PM
To: Levangie, David W.
Cc: Krieger, Jonathan; Lakeram, Ann
Subject: RE: Documents: Compuquest / Bodimeade bankruptcy

Hi David,

We have not formally disallowed your clients claim at this time.

We have taken the time to provide your client a clear explanation of the information required and a format to present it in to prove his claim and extended the courtesy of allowing him more time, thus far, to do so.

That said, if further information is not received shortly, a formal disallowance will be issued by the Trustee and sent to your client.

Regards,

Jan Oros | Manager
Grant Thornton Limited
11th Floor | 200 King Street West | Box 11 | Toronto | ON | M5H 3T4 T +1 416 360 5023 | C +1 416 899 2717 | F +1 416 360 4949 E Jan.Oros@ca.gt.com | W http://www.grantthornton.ca/

-----Original Message-----
From: Levangie, David W. [mailto:dlevangie@foglers.com]
Sent: Tuesday, August 16, 2016 3:10 PM
To: Oros, Jan
Subject: RE: Documents: Compuquest / Bodimeade bankruptcy

Jan,

I have reviewed your correspondence to my client and note that while you indicate that you will allow him to submit a more detail package of materials to establish his claim, you, or someone from your office has written on his documents "claim disallowed". Please confirm that you have not in fact disallowed his claim, and that you have not prejudged this claim. I am growing concerned about the detail and volume of the materials that you are requiring my client to produce to approve his claim. Was CIBC required to produce the same level of detail?

David W. Levangie
Partner
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.864.7603
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: dlevangie@foglers.com
foglers.com

-----Original Message-----
From: Oros, Jan [mailto:Jan.Oros@ca.gt.com]
Sent: Friday, August 05, 2016 3:47 PM
To: Dean Salem <dean@norris1.com>; Levangie, David W. <dlevangie@foglers.com>
Cc: Krieger, Jonathan <Jonathan.Krieger@ca.gt.com>; Lakeram, Ann <Ann.Lakeram@ca.gt.com>; Ken Kallish <KKallish@mindengross.com>
Subject: RE: Documents: Compuquest / Bodimeade bankruptcy

Dean,

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In any event, if you have any questions on the above or attached, please let us know.

Regards,

Jan Oros | Manager
Grant Thornton Limited
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-----Original Message-----
From: Dean Salem [mailto:dean@norris1.com]
Sent: Wednesday, August 03, 2016 3:44 PM
To: Oros, Jan; David W.Levangie
Cc: Krieger, Jonathan; Lakeram, Ann
Subject: Documents: Compuquest / Bodimeade bankruptcy

Mr. Oros,

Attached you will find the Sales Orders for all the 2016 shipments to Compuquest 2000. I previously supplied the proofs of delivery for these SO's.

In addition, a copy of the loan document you requested. These documents satisfy your request. Please confirm receipt and confirmation of our claim.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

This is Exhibit "Y" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Levangie, David W.

From: Dean Salem <dean@norris1.com>
Sent: Friday, August 26, 2016 2:42 PM
To: Jonathan Krieger
Cc: Levangie, David W.
Subject: Compuquest 2000 POD's
Attachments: C2K TRANSACTIONS-R3.xlsx

Mr. Krieger,

As part of the Compuquest 2000 bankruptcy proceeding, Norris Technologies has been asked to produce proofs of delivery (POD's). However, Compuquest 2000 arranged freight and received all POD's for all orders from Norris Technologies. I have contacted Compuquest 2000's freight forwarders to request the POD's, but they have been unresponsive.

Grant Thornton, as acting receiver of Compuquest 2000, is in possession of the proofs of delivery. Mr. Chaminda Malwatta, Compuquest 2000's logistics coordinator, had all proofs of delivery in a file at his workstation. Thus, I believe you, as acting receiver, can produce the POD's more quickly than the freight forwarders. Please provide scanned copies of the POD's in PDF format.

In order to expedite the process, I have attached a spreadhsheet with embedded documents, specifically Sales Orders and Bills of Lading as created by Norris or received by Compuquest 2000, for each order received by Compuquest 2000. The embedded documents will open in a separate window when clicked on. The embedded documents should make it easy to cross reference and match up the appropriate POD. If you will forward me the scanned POD's for each order from March 23, 2015 forward, I will embed them in the spreadsheet.

Thank you for your help with this matter.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	BOL	Email	SO	Shipping Co.
1/22/2014	6724	11984		73,130.00	73,130.00	0.00	WIRE 01-24-14	Y	Dell US WS				
2/4/2014	6752	12035	910106	28,719.23	28,719.23	0.00	AMEX 03-04-14	Y	Dell Canada PCs				
2/7/2014	6758	12042	910097	65,931.65	65,931.65	0.00	WIRE 02-13-14	Y	IT Source KS				
2/12/2014	6764	12055	910107	36,328.10	36,328.10	0.00	AMEX 02-24-14	Y	Dell US PC's				
2/26/2014	6770	12087	910105	39,819.80	39,819.80	0.00	3026 / 02-26-14	Y	HPFS AVAILABLE WS 2-14-2014				
2/26/2014	6779	12086	910109	61,285.00	61,285.00	0.00	3027 / 02-27-14	Y	HPFS Available DTs 2-19-2014				
2/26/2014	6785	12085	910110	45,062.50	45,062.50	0.00	3026 / 02-26-14	Y	Dell US Workstations				
2/27/2014	6793	12091	910112, 113	143,800.00	143,800.00	0.00	3028 / 03-06-14	Y	Dell US NB & DT				
3/4/2014	6801	12099	910115	130,398.00	130,398.00	0.00	3029 / 03-10-14	Y	HPFS DKT-5001 Norris Companies OC				
3/18/2014	6823	12130	910122	173,887.69	173,887.69	0.00	3040, 3041/ 03-21-14	Y	HPFS LT-5025-DKT				
3/21/2014	6828	12136	910123	106,859.41	106,859.41	0.00	3043 / 03-27-14	Y	Dell US NB Lot				
3/27/2014	6849	12159	910127	2,703.75	2,703.75	0.00	3049 / 04-04-14	Y	HPFS LT-5011 105 - Thin Client				
4/1/2014	6859	12173	910127	95,252.34	95,252.34	0.00	3049 / 04-04-14	Y	HPFS LT-5053-DKT - DT's				
4/1/2014	6843	12174		6,500.00		6,500.00			160GB's from Dallas				
4/3/2014	6867	12179		183,340.00		189,840.00			Dell US NB & DT Lot				
4/15/2014	6902	12202		17,061.00		206,901.00			499Misc PCs Atl				
4/17/2014	6777	12211		23,340.00		230,241.00			240 PC's				
4/17/2014	6912, 6912A	12212		89,450.35		319,691.35			Dell US - DT's & WKS				
4/22/2014		12179			99,960.00	219,731.35	Wire / 04-22						
4/23/2014	6923	12231		54,354.13		274,085.48			Dell CA - DT, NB				
4/24/2014		12212			87,300.00	186,785.48	Amex ($90K - 3%)	Y					
4/23/2014		12179			22,980.00	163,805.48	Wire / 04-23	Y					
4/29/2014		12231			52,771.00	111,034.48	CC Pmt to Dell CA	Y					
4/30/2014	6950	12270		26,626.50		137,660.98			HP MX-EOL-3643 NB ($24,815 + 3% Norris + 4.3% Ship)				
4/30/2014	6950	12270		23,219.72		160,880.70			HP MX-EOL-3639 WS ($21,640 + 3% Norris + 4.3% Ship)				
5/1/2014	6937	12252		29,150.00		190,030.70			Mixed PC - ATL				
5/6/2014	6941	12259		130,037.50		320,068.20			Dell US - C lots				
5/9/2014					99,960.00	220,108.20	Wire / 05-07						
5/7/2014					0.00	220,108.20	3054 / 05-07-14	N	83974.48 STOP PAY				
5/7/2014	6950	12270		24,057.00		244,165.20			HP MX-EOL-3653 DT (22,420.00 + 3% Norris + 4.3% Ship)				
5/8/2014	6951	12272		151,683.00		395,848.20			HPFS LT-5168 NB (147,265.00 + 3% Norris)				
5/14/2014					64,980.00	330,868.20	Wire / 05-14-14	Y					
5/19/2014	6965	12292		59,750.00		390,618.20			Dell Global Outlet Latitude 10 Tablets (478 x $125)				
5/20/2014	6968	12294		15,192.50		405,810.70			MISC PC's - ATL				
5/21/2014	6972	12298	22050	23,598.15		429,408.85			MISC PC's - CO				
5/21/2014					159,980.00	269,428.85	Wire / 05-21-14	Y					
5/22/2014	6975	12299		90,073.50		359,502.35			Dell US DT's				
5/22/2014	6976	12302		191,849.00		551,351.35			HPFS LT-5180 NBs 1056 Units				
5/22/2014	6955	12303		86,716.50		638,067.85			HP Refurb 409 Units				
5/27/2014					99,980.00	538,087.85	Wire / to BB&T	Y					
5/27/2014					29,980.00	508,107.85	Wire / to BB&T	Y					
5/29/2014					99,980.00	408,127.85	Wire / to BB&T	Y					
5/29/2014	6980	12307	910148	101,571.00		509,698.85			MISC PC's - ATL				
5/30/2014	6989	12321	910146	82,915.00		592,613.85			HPFS LT-5192 DT				
6/3/2014	7000	12336	910154	97,850.00		690,463.85			HPFS LT-5195 DT				
6/4/2014					149,940.00	540,523.85	Wire / to BB&T	Y					
6/6/2014			910153		82,915.00	457,608.85	C2K Ck # 3083 to BBT	Y					
6/6/2014					97,850.00	359,758.85	C2K Ck # 3055 to Chase	Y	cleared 6/19/14				
6/9/2014					90,358.85	269,400.00	Amex (Gary) - 3%	Y	Total charge - $93,069.62				
6/10/2014	6984	12350		8,000.00		277,400.00			SATA HDD's				
6/10/2014	7006	12347		265,536.00		542,936.00			Dell US NB & DT				
6/11/2014					48,500.00	494,436.00	Amex (Gary) - 3%	Y	Total charge - $50,000.00				
6/11/2014	7013	12357	910155	187,022.00		681,458.00			HPFS LT-5210 DT, LT-5211 DT				
6/12/2014					98,650.00	582,808.00	C2K Ck # 3087 to BBT	Y					
6/12/2014					98,650.00	484,158.00	C2K Ck # 3056 to Chase	Y	cleared 6/18/14				
6/12/2014					38,800.00	445,358.00	Amex (CDI) - 3%	Y	Total charge - $40,000.00				
6/17/2014					101,571.00	343,787.00	C2K Ck # 3089 to BBT	Y					
6/18/2014					94,572.00	249,215.00	C2K Ck # 3057 to Chase	Y					
6/25/2014					104,251.00	144,964.00	C2K Ck # 3134 to BBT	Y					
6/23/2014	6904A	12367		15,900.00		160,864.00			MISC LAPTOPS				
6/30/2014	6940, 6948D	12389		12,000.00		172,864.00			Dell LCDs				
7/2/2014	7034	12396		8,000.00		180,864.00			Z400s				
7/2/2014	7042	12397		58,710.00		239,574.00			HP LT-5236 DT 801pcs				
7/2/2014	7027	12398		6,500.00		246,074.00			160GB's from Dallas				
7/2/2014	7043	12400		91,320.00		337,394.00			MISC PC's - ATL				
7/7/2014					94,610.00	242,784.00	C2K Ck # 3136 to BBT	Y					
7/8/2014					72,750.00	170,034.00	Amex (Gary) - 3%	Y	Total charge - $75,000.00				
7/9/2014	7049	12417		320,000.00		490,034.00			Dell US NB & DT				
7/9/2014					174,578.00	315,456.00	C2K Ck # 3138 to BBT	Y					
7/11/2014	7056	12425		117,042.00		432,498.00			HP Refurbs 512 Units				
7/11/2014	7057	12426		136,475.00		568,973.00			HPFS LT-5241A-I DKT_ACC				

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	BOL	Email	SO	Shipping Co.
7/16/2014					91,320.00	477,653.00	C2K Ck # 3139 to BBT	Y					
7/17/2014					136,475.00	341,178.00	C2K Ck # 3142 to BBT	Y	Check #'s 3091 to 3096 - VOID - Printer Error				
7/22/2014					59,750.00	281,428.00	C2K Ck # 3058 to Chase	N	To pay for the Lat 10's - Deposited in Dallas				
7/22/2014		12439		7,000.00		288,428.00			250GB HDD's				
7/25/2014	7076	12449		41,250.00		329,678.00			Dell US - 600 PC's				
7/28/2014					102,250.00	227,428.00	C2K Ck # 3144 to Suntrust	Y	Transferred from Dean's checking to NT checking in BB&T				
7/29/2014					102,750.00	124,678.00	C2K Ck # 3145 to BBT	Y					
7/29/2014	7084	12458		103,000.00		227,678.00			HPFS LT-5261 NB - 600 Notebooks				
8/5/2014					227,678.00	0.00	C2K Ck # 3147 to BBT	Y					
8/5/2014	7096	12464		22,700.00		22,700.00			Misc PC ATL 191 units				
8/6/2014	7102	12493	910192	215,209.00		237,909.00			HP LT-5277 DKT 2,866 units				
8/7/2014					87,290.30	150,618.70	Amex (Gary) - 3%	Y	Total charge - $89,990.00				
8/8/2014					88,003.25	62,615.45	Amex (Gary) - 3%	Y	Total charge - $90,725.00				
8/12/2014	7107	12506		12,240.00		74,855.45			102- GX 780s, 84-C2D-3.06/4GB/500, 18-C2D-3.06/4GB/320				
8/15/2014					62,615.45	12,240.00	C2K Ck # 3149 to BBT	Y					
8/15/2014	7111	12522	910189	91,075.00		103,315.00			HPFS LT-5296 DT 1413 units _MISC				
8/26/2014	7119	12537	910190	212,000.00		315,315.00			LT-5310 NB, 1,240 pcs Notebooks				
8/26/2014					212,000.00	103,315.00	C2K Ck # 3153 to BBT	Y					
8/27/2014	7131	12554	910191	193,000.00		296,315.00			Dell US truck - DT / NB				
9/9/2014					111,750.00	184,565.00	C2K Ck # 3172 to BBT	Y					
9/10/2014	7150	12578		220,250.00		404,815.00			Dell US truck - DT / NB				
9/10/2014					103,474.75	301,340.25	Amex (Gary) - 3%	Y	Total Charge - $106,675.00				
9/10/2014					83,088.26	218,251.99	Amex (Gary) - 3%	Y	Total Charge - $85,658.00				
9/10/2014	7158	12589		90,000.00		308,251.99			HPFS LT-5339-WS, LT-5340-DT/MISC				
9/10/2014					220,250.00	88,001.99	C2K Ck # 3175 to BBT	Y					
9/11/2014	7162	12599		74,475.00		162,476.99			Towers ATL				
9/17/2014	7169	12611		147,695.00		310,171.99			HPFS LT-5360 DT/MISC, LT-5372 DT/MISC				
9/26/2014					144,745.00	165,426.99	C2K Ck # 3179 to BBT						
9/26/2014	7187	12635		89,090.00		254,516.99			HPFS LT-5385 DT, LT-5387 MISC				
10/1/2014					89,090.00	165,426.99	C2K Ck # 3182 to BBT	Y					
10/6/2014	7204	12661	910202	256,200.00		421,626.99			HPFS LT-5390WS, LT-5395DT, LT-5399NB				
10/6/2014	7205	12662	910201	92,307.00		513,933.99			HPFS EOL-3692 DT_LCD MEX				
10/7/2014					180,000.00	333,933.99	C2K Ck # 3227 to BBT	Y					
10/9/2014					72,750.00	261,183.99	Amex (Gary) - 3%		Total charge - $75,000.00				
10/9/2014					96,688.63	164,495.36	Amex (Gary) - 3%		Total charge - $99,679.00				
10/10/2014	7207	12670	910205	140,500.00		304,995.36			HPFS LT-5408DT, LT-5411WS				
10/13/2014	7212	12681	910206	195,250.00		500,245.36			Dell US 912 NB, 630 DT				
10/17/2014	7218	12694		75,556.00		575,801.36			Dell CA - 270DT, 360NB				
10/20/2014	7225	12703		139,716.25		715,517.61			HPFS LT-5427 DT (1,692), LT-5421 WS (113)				
10/20/2014					392,748.36	322,769.25	C2K Ck # 3215 to BBT	Y					
10/22/2014	7233	12720		138,056.00		460,825.25			HPFS LT-5436DT, AIO, WS 1,926 units				
10/28/2014					139,716.25	321,109.00	C2K Ck # 3219 to BBT	Y					
10/30/2014	7242	12774		105,977.00		427,086.00			HPFS LT-5455 DT, AIO, WS - 1,572 Units				
11/6/2014	Stock	12740		2,244.00		429,330.00			187-160GB 2.5"				
11/6/2014	Stock	12744		7,000.00		436,330.00			1,000-80GB SATA				
11/7/2014				89,500.00		525,830.00		Y	Chase NT Ck 2601				
11/7/2014					87,677.33	438,152.67	Amex (Gary) - 3%	Y	Total charge - $90,389.00				
11/14/2014	7252	12754		11,215.00		449,367.67			1,689- Desktop 1GB 5300, 554- Desktop 1GB 6400				
11/17/2014	STOCK	12760		25,876.00		475,243.67			173 - DC5800 MT, 115 - Misc Laptops				
12/2/2014					475,243.67	0.00	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP				
12/3/2014	7272	12793		81,000.00		81,000.00			Dell Canada - 330-DT, 270-NB				
12/3/2014	7286	12794*		106,745.00		187,745.00			HPFS LT-5497, Lot of 1,665 DT's, LT-5388 - 1 HALO B2B4				
12/4/2014	7291	12798*		72,038.20		259,783.20			Dell US lot - 30 LCDs, 851 DTs				
12/8/2014					82,450.00	177,333.20			Total charge - $85,000.00				
12/12/2014	7296			863.50		178,196.70			HST Return for Dell Canada Monitor Lot - NT Ck 2620				
12/12/2014	Various	12799*		38,455.00		216,651.70			Mixed PC lot				
12/16/2014	7302	12834*	100109	133,500.00		350,151.70			LT-5220A - 1,980 DT, LT-5220B - 41 AIO				
12/16/2014	7303	12835*	100113	181,300.00		531,451.70			LT-52526 - 351 Apple NB				
12/16/2014	7304	12836*		85,078.00		616,529.70			LT-5531 A to E, 1,380 DTs, 97 MISC				
12/18/2014		12848*		967.50		617,497.20			MISC RAM				
12/19/2014		12851*		9,348.00		626,845.20			80GB SATA				
1/6/2015		12878*		99,090.00		725,935.20			MISC NB's - 592 Units - Was $94,855 - Gary Added				
1/6/2015					99,980.00	625,955.20	Wire to BB&T NT Op Acct						
1/7/2015					99,960.00	525,995.20	Wire to BB&T NT Op Acct						
1/12/2015					161,505.00	364,490.20	Amex (Gary) - 3%		Total charge - $166,500.00				
1/14/2015	7330	12893*		113,300.00		477,790.20			LT-5539 - Lot of 1,813 DT				
1/15/2015	7334	12903*		260,825.00		738,615.20			Dell US USED OFF LEASE LOT - 490 - DT, 1152 - NB				
1/20/2015					174,960.00	563,655.20	Wire to BB&T NT Op Acct						
1/26/2015	7351	12933*		36,050.00		599,705.20			LT-5555, 243 WS				
1/26/2015	7352	12933*		113,300.00		713,005.20			LT-5662, 1,771 DT / MISC				
1/28/2015					59,980.00	653,025.20	Wire to BB&T NT Op Acct						

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	BOL	Email	SO	Shipping Co.
1/28/2015					39,980.00	613,045.20	Wire to BB&T NT Op Acct						
2/6/2015					97,000.00	516,045.20	Amex (Gary) - 3%		Total charge - $100,000.00				
2/8/2015					103,790.00	412,255.20	Amex (Gary) - 3%		Total charge - $107,000.00				
2/10/2015	7374	12974*		145,521.00		557,776.20			LT-5576 - 1,480 DT, LT-5580 - 503 TC				
2/13/2015					124,980.00	432,796.20	Wire to BB&T NT Op Acct						
2/17/2015	7384	12987*		263,903.50		696,699.70			Dell US 720DT, 1008NB				
2/17/2015	7386	12989*		252,505.00		949,204.70			LT-5591 - 1,368DT, LT-5593 - 31NB, LT-5598 - 1,890DT				
2/17/2015	7371	12996*		77,277.00		1,026,481.70			Dell CA DT, NB, WS				
2/17/2015					77,257.00	949,224.70	Wire to BB&T NT Op Acct						
2/18/2015					34,000.00	915,224.70	Wire to BB&T NT Op Acct						
2/18/2015					260,000.00	655,224.70	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP				
2/20/2015					100,000.00	555,224.70	Wire to BB&T NT Op Acct						
2/24/2015					99,980.00	455,244.70	Wire to BB&T NT Op Acct						
3/6/2015	7410	13044*		218,360.00		673,604.70			LT-5609 DT/MISC, 1,577 units, LT-5623 DT/MISC, 1,694 units				
3/9/2015	7411	13045*		108,150.00		781,754.70			LT-5629 DT, 1,881 units				
3/10/2015					282,368.94	499,385.76	Amex (Gary) - 3%		Total charge - $291,102.00				
3/11/2015					99,992.00	399,393.76	Wire to BB&T NT Op Acct						
3/13/2015					399,393.76	0.00	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP 3/23/15				
3/23/2015	7391	13085*		195,003.72		195,003.72			HPFS Mexico 3,193DT, 640NB, 220WS	Dean			
3/23/2015	7432	13086*		123,450.00		318,453.72			HPFS LT5644 210WS, LT5648 88WS, LT5634 1,278DT				Quik X
3/23/2015	7431	13084*		-2,400.00		316,053.72			Product bought from C2K, sold to HPFS PO PN-004204				
3/23/2015	MULTI	13066*		39,773.52		355,827.24			DT's from Mike In Dallas	Mike/Rico			Quik X
3/26/2015	7442	13096*	100134	89,280.00		445,107.24			576 HP 8100, 3GB Ram, 160GB HD - NO CD, Win 7 COA	Mike/Rico			
3/31/2015	7449	13111*	100136	80,250.00		525,357.24			Dell US - 1,020 desktops				FALCON MOTOR XPRESS
3/31/2015	STOCK	13113*		12,012.00		537,369.24			344-250GB, 1200-160GB HDDs	Mike/Rico			PATCO
4/1/2015	7453	13116*		143,170.00		680,539.24			LT5675 - 115WS, LT5681DT - 1,472 DT				
4/3/2015					123,450.00	557,089.24	Deposit Comerica - moved to BB&T NT Op 4/8/15						
4/6/2015					99,992.00	457,097.24	Wire to BB&T NT Op Acct						
4/7/2015	7462	13130*	100141	124,630.00		581,727.24			LT-5686 DT - qty 1,393				
4/8/2015	STOCK	13132*		6,000.00		587,727.24			1,000 - 160GB SATA				M S TRUCKING
4/8/2015	7466	13133*		44,500.00		632,227.24			WS lot from Mike in Dallas				Vanguard
4/13/2015					252,257.23	379,970.01	Amex (Gary) - 3%		Total charge - $260,059.00				
4/14/2015	7474	13143*		141,110.00		521,080.01			LT5696 DT 1,846, LT5688 WS 161				ROADFAST TRANSPORT
4/14/2015	7475	13144*		47,615.37		568,695.38			Dell CA 240DT, 90PC, 60WS, 8Storage	gary			
4/20/2015	STOCK	13158*		17,780.00		586,475.38			2000 - 160GB, 1445 - 120GB				MS Trucking PRO
4/27/2015					209,723.00	376,752.38	Deposit Comerica - moved to BB&T NT Op 4/27/15						
4/24/2015	7496	13180*		87,550.00		464,302.38			LT-5718 - 1508 used off lease Desktops				KDAC TRANSPORT
4/29/2015	7392 / 7503	13189*		26,690.00		490,992.38			Dell 760_780	Mike/Rico			Vanguard PRO VGS-063341
5/15/2015					229,493.13	261,499.25	Amex (Gary) - 3%		Total charge - $236,590.86				

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	BOL	Email	SO	Shipping Co.
5/18/2015	7543	13245*		145,088.89		406,588.14			LT-5757 1870 Used off lease desktops	Adobe Acrobat Document	Adobe Acrobat Document	Adobe Acrobat Document	ROUND LAKES CARRIER/ Quick X
5/20/2015	7549	13357*		226,122.08		632,710.22			LT-5764 2300 Used off Lease Desktops	Adobe Acrobat Document	Adobe Acrobat Document	Adobe Acrobat Document	SOKIL TRANSPORT/Quick X
5/21/2015	7551	13359*		39,385.00		672,095.22			233 Dell Opti 390, HDDs - DFW	Adobe Acrobat Document adde[illegible]D		Adobe Acrobat Document	Fright world
5/28/2015	7565	13376*		162,500.00		834,595.22			Dell US DT/NB lot	Mike/Rico		Adobe Acrobat Document	
6/4/2015	7566	13377*		101,606.41		936,201.63			LT - 5783 1642 Used off lease Desktops	Adobe Acrobat Document	Adobe Acrobat Document	Adobe Acrobat Document	BOSTON CREEK TRANSPORT / Quick X
6/4/2015					25,000.00	911,201.63	Deposit Chase						
6/9/2015					50,000.00	861,201.63	Deposit Chase						
6/10/2015	7579	13392*		43,200.00		904,401.63			288 - 8100-3GB/160GB/No CD/Win7COA	AG BOL 172043/Fedex Freight PRO327463130		Adobe Acrobat Document	
6/11/2015	7520	13395*		40,000.00		944,401.63			Lockheed NB_DT Lot	Adobe Acrobat Document		Adobe Acrobat Document	SOKIL TRANSPORT
6/11/2015					258,138.41	686,263.22	Amex (Gary) - 3%		Total charge - $266,122.08				
6/11/2015					170,000.00	516,263.22	Wire to BB&T NT Op Acct						
6/17/2015	7586	13402*		91,500.00		607,763.22			LT-5791 - 2,356 DT's	Adobe Acrobat Document		Adobe Acrobat Document	GUNTHER TRUCKING
6/19/2015					100,000.00	507,763.22	C2K Ck3315 - Chase						
6/16/2015	STOCK	13399*		17,653.44		525,416.66			MISC SYSTEMS FROM DFW	mike/rico		Adobe Acrobat Document	
6/22/2015	STOCK	13414*		74,820.65		600,237.31			MISC NB FROM DFW	mike/rico		Adobe Acrobat Document	Vanguard PRO VGS-064481
6/22/2015	7594	13417*		185,060.00		785,297.31			LT-5800 2,188 DTs, LT-5802 114 AIOs	Adobe Acrobat Document		Adobe Acrobat Document	BOSTON CREEK TRANSPORT
6/25/2015	7599	13425*		43,254.00		828,551.31			LT-5810 1,096 DT's	Adobe Acrobat Document		Adobe Acrobat Document	BOSTON CREEK TRANSPORT
6/25/2015					330,000.00	498,551.31	Wire to BB&T NT Op Acct						
6/25/2015	7494	13426*		207,728.73		706,280.04			EOL-3739_2740, 1,920 DT's, 1,241 LCDs, 723 NBs - MX	Adobe Acrobat Document		Adobe Acrobat Document	SGT2000
6/26/2015					0.00	706,280.04	C2K Ck3317 - Chase		$107,000 sent to collections - STOP PAY				
6/26/2015	7601	13431*		114,450.00		820,730.04			1,655 - LCD/DT Lot - ATL	Mike/Rico		Adobe Acrobat Document	
6/29/2015	7602	13433*		55,500.00		876,230.04			1,304 - HP DTs - DFW	Mike/Rico		Adobe Acrobat Document	
7/2/2015	7616	13450*		107,635.00		983,865.04			LT-5822 1,755 DTs	Adobe Acrobat Document	Adobe Acrobat Document	Adobe Acrobat Document	BOSTON CREEK/Quick X
7/4/2015					234,476.86	749,388.18	Amex (Gary) - 3%		Total charge - $241,728.73				
7/10/2015					240,000.00	509,388.18	Wire to BB&T NT Op Acct						
7/14/2015	7625	13464*		76,640.00		586,028.18			LT-5835(-D too) 2,492 DT's	Adobe Acrobat Document		Adobe Acrobat Document	
7/15/2015					100,000.00	486,028.18	Wire to BB&T NT Op Acct						
7/15/2015	STOCK	13483*		109,962.00		595,990.18			774 NBs from DFW	Adobe Acrobat Document		Adobe Acrobat Document	

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	BOL	Email	SO	Shipping Co.
7/22/2015	7639	13496*		58,710.00		654,700.18			LT-5848 1,911 DT's	Adobe Acrobat Document	Adobe Acrobat Document	Adobe Acrobat Document	Quick X
7/23/2015	7644	13502*		51,300.00		706,000.18			WKS lot - DFW	Adobe Acrobat Document		Adobe Acrobat Document	
7/28/2015	STOCK	13516*		8,816.00		714,816.18			HDDs - DFW	Adobe Acrobat Document		Adobe Acrobat Document	
7/29/2015					300,000.00	414,816.18	Wire to BB&T NT Op Acct						
7/30/2015	7655	13520*	100177	10,100.00		424,916.18			87 - DT's - DFW	Adobe Acrobat Document		Adobe Acrobat Document	
8/5/2015	7662	13536*		110,880.00		535,796.18			1,080 - HP 8100/3GB/160GB - DFW			Adobe Acrobat Document	
8/8/2015	7670	13544*	100178	96,820.00		632,616.18			LT-5877 1,417 DT's	Adobe Acrobat Document		Adobe Acrobat Document	
8/13/2015		13551*	100174	75,000.00		707,616.18			2,652 - DTs - ATL			Adobe Acrobat Document	
8/14/2015	7612	13586* (8/27)	100181	134,459.00		842,075.18			MX EOL-3744 989 DT's, EOL-3750 773 NB's			Adobe Acrobat Document	
8/14/2015					254,673.50	587,401.68	Amex (Gary) - 3%		Total charge - $262,550.00				
8/14/2015	7684	13556*	100176	139,050.00		726,451.68			LT-5886 2,398 DT's	Adobe Acrobat Document		Adobe Acrobat Document	
8/18/2015		13564*	100182	40,465.41		766,917.09			250GBs + NBs DFW	Adobe Acrobat Document		Adobe Acrobat Document	
8/14/2015		13552*	100175	29,880.00		796,797.09			664 - DTs - DFW	Adobe Acrobat Document		Adobe Acrobat Document	
8/25/2015	7704	13580*	100179	51,500.00		848,297.09			LT-5911 1,287 DT's	Adobe Acrobat Document		Adobe Acrobat Document	
8/31/2015					172,500.00	675,797.09							
9/4/2015	7721	13611*		46,250.00		722,047.09			Misc WS - Dell US	Adobe Acrobat Document		Adobe Acrobat Document	
9/10/2015					336,500.00	385,547.09	Wire to BB&T NT Op Acct						
9/11/2015		13628*	100180	118,800.00		504,347.09			1,080 - HP 8100 - ATL			Adobe Acrobat Document	
9/16/2015		13642*		77,000.00		581,347.09			550 - 6200T - ATL			Adobe Acrobat Document	
9/16/2015		13641*	100185	150,000.00		731,347.09			1,140 - DT's, Dell US	Adobe Acrobat Document		Adobe Acrobat Document	
9/18/2015					275,000.00	456,347.09	Wire to Chase NT Op Acct						
9/22/2015	7764	13668*		334,750.00		791,097.09			LT-5936, 2,531 DT's	Adobe Acrobat Document		Adobe Acrobat Document	
9/25/2015					272,702.89	518,394.20	Amex (Gary) - 3%		Total charge - $281,137.00				
9/29/2015	7776	13680*		197,760.00		716,154.20			LT-5959, 1,103 DT's	Adobe Acrobat Document		Adobe Acrobat Document	
9/29/2015	7777	13681*		95,480.00		811,634.20			LT-5977, 1,236 WS's	Adobe Acrobat Document		Adobe Acrobat Document	
9/29/2015	7778	13683*		47,060.00		858,694.20			370 SFF's - ATL			Adobe Acrobat Document	
10/1/2015	7785	13688*		198,573.00		1,057,267.20			LT-5993, 1,483 DT's 8200 i5's	Adobe Acrobat Document		Adobe Acrobat Document	
10/1/2015	7786	13689*		40,479.00		1,097,746.20			LT-5992, 524 WS's - Z200 i3's	Adobe Acrobat Document		Adobe Acrobat Document	

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	BOL	Email	SO	Shipping Co.
10/7/2015					293,240.00	804,506.20	Wire to BB&T NT Op Acct						
10/8/2015	7798	13712*		145,250.00		949,756.20			Dell US 1,110 DT's				
10/9/2015	7793	13923*		244,020.65		1,193,776.85			HP MX - 2,157 DT/AIO, 108 WS, 558 - NB				
10/13/2015	7805	13724*	100196	212,215.00		1,405,991.85			LT-6029, 1,657 NB's				
10/13/2015					287,120.00	1,118,871.85	Amex (Gary) - 3%		Total charge - $296,000.00				
10/14/2015	7808	13733*		17,160.00		1,136,031.85			130 - 790SFF - PA				Musket Melburn/ Quick X
10/19/2015					350,000.00	786,031.85	Wire to BB&T NT Op Acct						
10/26/2015	7821	13763*	100198	95,790.00		881,821.85			LT-6062 1,651 DT's				Blue Shark
10/26/2015	7822	13762*	100199	5,950.00		887,771.85			LT-6043 238 TC's				
10/26/2015	7827	13760*		123,987.00		1,011,758.85			Dell US 1,110 DT's				
11/2/2015					300,000.00	711,758.85							
11/10/2015	Stock	13821*		25,950.00		737,708.85			167 - Misc DT's - DFW				
11/13/2015	7862	13856*	100201	74,160.00		811,868.85			LT-6077, 1,588 DT's				
11/13/2015	7864	13855*	100200	1,175.00		813,043.85			235 KBM's				
11/13/2015	7863					813,043.85			AC adapters Sort and settle				
11/17/2015					286,150.00	526,893.85	Amex (Gary) - 3%		Total charge - $295,000.00				
11/20/2015	7883	13858*		19,280.00		546,173.85			216 - 8100, 400 - 250GBs - ATL				
11/20/2015	7887	13862*		141,446.00		687,619.85			1,050 - DTs - Dell US				
11/20/2015	7888	13863*		33,860.00		721,479.85			MOGA				
11/23/2015	7890	13870*		80,810.00		802,289.85			1,618 DT's - OH				
11/24/2015	7433	13874*		2,750.00		805,039.85			550 - HP KBM				
11/30/2015					33,860.00	771,179.85	Deposit Chase NT Op		Pmt for MOGA - SO 13863				
12/4/2015					211,000.00	560,179.85	Wire to BB&T NT Op Acct						
12/8/2015	7915	13917*		226,558.00		786,737.85			LT-6144, 1,926 DT's				
12/9/2015	7918	13920*		258,000.00		1,044,737.85			LT-6145, 1,642 DT's				
12/9/2016	7920	13921*		21,570.00		1,066,307.85			892 HP PC and LCD				
12/11/2015	7928	13932*		145,975.50		1,212,283.35			1,110 DT's - Dell US				
12/11/2015	7931	13934*		158,474.00		1,370,757.35			1,329 DT's - ATL				

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	BOL	Email	SO	Shipping Co.
12/11/2015					172,660.00	1,198,097.35	Amex (Gary) - 3%		Total charge - $178,000.00				
12/14/2015						1,198,097.35	Amex (Gary) - 3%		Total charge - $129,000.00 - REVERSED 12/30/15				
12/18/2015					250,000.00	948,097.35	Wire to Chase NT Op Acct						
12/21/2015	7949	13963*		43,200.00		991,297.35			540 - HP8100, 5 - HP8100 - ATL			Adobe Acrobat Document	
1/4/2016	7863	13979*		7,500.00		998,797.35			2500 - AC Adapters			Adobe Acrobat Document	
1/12/2015					400,000.00	598,797.35	Wire to Chase NT Op Acct						
1/12/2016	7995	14015*		77,868.00		676,665.35			LT-6193 1,037 DTs	Adobe Acrobat Document		Adobe Acrobat Document	SOKIL
1/13/2016		14024*		59,820.00		736,485.35			1,039 DTs NT S-S Stock			Adobe Acrobat Document	
1/15/2016					273,137.45	463,347.90	Amex (Gary) - 3%		Total charge - $281,585.00				
1/15/2016	8006	14035*		153,499.50		616,847.40			1,230 DTs - Dell US			Adobe Acrobat Document	
1/22/2016	8027	14078*		262,650.00		879,497.40			LT-6244, 1,867 DT's	Adobe Acrobat Document		Adobe Acrobat Document	HOLMES FREIGHT LINES
1/26/2016	8033	14083*		67,730.00		947,227.40			444 mixed PC..$28500, and 265-6200T..$135/			Adobe Acrobat Document	
1/27/2016					250,000.00	697,227.40	Wire to Chase NT Op Acct						
2/10/2016	8063	14151*		25,920.00		723,147.40			324 - HP8100			Adobe Acrobat Document	
2/11/2016	8066	14156*		16,560.00		739,707.40			170 - Misc Laptop			Adobe Acrobat Document	
2/17/2016					195,000.00	544,707.40	Wire to BB&T NT Op Acct						
2/17/2016					295,850.00	248,857.40	Amex (Gary) - 3%		Total charge - $305,000.00				
2/18/2016	8077	14174*		176,130.00		424,987.40			LT-6283 1,553 DTs	Adobe Acrobat Document		Adobe Acrobat Document	Blue Shark
2/18/2016	8083	14179*		135,000.00		559,987.40			Dell US 1,020 DTs			Adobe Acrobat Document	
2/19/2016	8086	14184*		13,845.18		573,832.58			77 Dell 7010SFF, I5-3200, 4GB, No HDD, DVD, Win7			Adobe Acrobat Document	
2/22/2016	8091	14192*		66,400.00		640,232.58			778- PC's - Atl			Adobe Acrobat Document	
2/24/2016	8097	14205*		77,000.00		717,232.58			2,613 DT Mixed			Adobe Acrobat Document	
3/11/2016	8132	14270		228,000.00		945,232.58			LT-6324 1,816 DT's	Adobe Acrobat Document		Adobe Acrobat Document	Boston Creek
3/22/2016	8165	14302		120,000.00		1,065,232.58			LT-6349 1,420 DT's	Adobe Acrobat Document		Adobe Acrobat Document	ED WIERSMA TRUCKING
3/22/2016					70,000.00	995,232.58	Wire to Comerica NCP acct						
3/23/2016	8169				14,847.09	980,385.49			C2K Inv 710047 - Memory/CPU's				
3/25/2016					30,000.00	950,385.49	Wire to Chase NT acct						
4/12/2016					253,000.00	697,385.49	Wire to Chase NT acct						

Date	Check #	Cleared	Check Amt	Debit	Credit	Balance	Interest	Reconcile	Rec Notes
1/29/2016	2956	Y	256,000.00		250,000.00	0.00			
2/3/2016	2957	Y	200,000.00		200,000.00	-200,000.00			
2/5/2016	1199-BBT-DAS	Y	280,000.00	280,000.00		80,000.00			
2/16/2016	2945	N	200,000.00			80,000.00			Bank Refused 03/04/16, wired to Comerica
2/17/2016	1200-BBT-DAS	Y	195,000.00	195,000.00		275,000.00			
2/20/2016	1201-BBT-DAS	Y	250,000.00	250,000.00		525,000.00			
2/24/2016	2955	N	200,000.00		195,000.00	330,000.00			Bank Refused, then wired to Comerica
2/29/2016	1126-CTBI-DAS	Y	65,000.00	65,000.00		395,000.00			
3/1/2016	Wire-CTBI-Sunny	Y	200,000.00	200,000.00		595,000.00			
3/1/2016	2948	N	250,000.00		242,500.00	352,500.00			Bank Refused, then wired to Comerica
3/4/2016	Wire	Y	200,000.00		194,000.00	158,500.00			
4/12/2016		Y	52,300.00		52,300.00	106,200.00			Bank Refused, then wired to Comerica NCP - xfer to DAS acct

This is Exhibit "Z" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Levangie, David W.

From: Dean Salem <dean@norris1.com>
Sent: Friday, August 26, 2016 3:11 PM
To: Jan Oros
Cc: Levangie, David W.
Subject: Proof of Claim docs
Attachments: C2K TRANSACTIONS-R3.xlsx

Mr. Oros

I have attached a spreadhsheet with embedded documents, specifically Sales Orders and Bills of Lading as created by Norris or received by Compuquest 2000, for each order received by Compuquest 2000. The embedded documents, placed in the spreadsheet per your layout instructions, will open in a separate window when clicked on. These documents, along with Compuquest 2000's accounting and banking records already in your possession, should provide adequate proof of these transactions.

As previously conveyed, Compuquest 2000 arranged freight and received all proofs of delivery (POD's) for all orders from Norris Technologies. I have contacted Compuquest 2000's freight forwarders to request the POD's and am waiting on their responses. I will update you when I hear from them.

Thank you and have a great weekend-

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

Levangie, David W.

From:	Dean Salem <dean@norris1.com>
Sent:	Friday, August 26, 2016 3:27 PM
To:	Jan Oros
Cc:	Levangie, David W.
Subject:	FWD: Proof of Claim docs

Mr. Oros,

Further to my email below, as of today I additionally requested the POD's from Mr. Krieger, acting receiver of Compuquest 2000. I will update you when I receive responses.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM
---------------------- **Forwarded Message** ----------------------

From: Dean Salem <dean@norris1.com>
To: Jan Oros <jan.oros@ca.gt.com>
Cc: David W. Levangie <dlevangie@foglers.com>
Date: Fri, 26 Aug 2016 15:11:03 -0400
Subject: **Proof of Claim docs**

Mr. Oros

I have attached a spreadhsheet with embedded documents, specifically Sales Orders and Bills of Lading as created by Norris or received by Compuquest 2000, for each order received by Compuquest 2000. The embedded documents, placed in the spreadsheet per your layout instructions, will open in a separate window when clicked on. These documents, along with Compuquest 2000's accounting and banking records already in your possession, should provide adequate proof of these transactions.

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Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	BOL	Email	SO	Shipping Co.
1/22/2014	6724	11984		73,130.00	73,130.00	0.00	WIRE 01-24-14	Y	Dell US WS				
2/4/2014	6752	12035	910106	28,719.23	28,719.23	0.00	AMEX 03-04-14	Y	Dell Canada PCs				
2/7/2014	6758	12042	910097	65,931.65	65,931.65	0.00	WIRE 02-13-14	Y	IT Source KS				
2/12/2014	6764	12055	910107	36,328.10	36,328.10	0.00	AMEX 02-24-14	Y	Dell US PC's				
2/26/2014	6770	12087	910105	39,819.80	39,819.80	0.00	3026 / 02-26-14	Y	HPFS AVAILABLE WS 2-14-2014				
2/26/2014	6779	12086	910109	61,285.00	61,285.00	0.00	3027 / 02-27-14	Y	HPFS Available DTs 2-19-2014				
2/26/2014	6785	12085	910110	45,062.50	45,062.50	0.00	3026 / 02-26-14	Y	Dell US Workstations				
2/27/2014	6793	12091	910112, 113	143,800.00	143,800.00	0.00	3028 / 03-06-14	Y	Dell US NB & DT				
3/4/2014	6801	12099	910115	130,398.00	130,398.00	0.00	3029 / 03-10-14	Y	HPFS DKT-5001 Norris Companies OC				
3/18/2014	6823	12130	910122	173,887.69	173,887.69	0.00	3040, 3041/ 03-21-14	Y	HPFS LT-5025-DKT				
3/21/2014	6828	12136	910123	106,859.41	106,859.41	0.00	3043 / 03-27-14	Y	Dell US NB Lot				
3/27/2014	6849	12159	910127	2,703.75	2,703.75	0.00	3049 / 04-04-14	Y	HPFS LT-5011 105 - Thin Client				
4/1/2014	6859	12173	910127	95,252.34	95,252.34	0.00	3049 / 04-04-14	Y	HPFS LT-5053-DKT - DT's				
4/1/2014	6843	12174		6,500.00		6,500.00			160GB's from Dallas				
4/3/2014	6867	12179		183,340.00		189,840.00			Dell US NB & DT Lot				
4/15/2014	6902	12202		17,061.00		206,901.00			499Misc PCs Atl				
4/17/2014	6777	12211		23,340.00		230,241.00			240 PC's				
4/17/2014	6912, 6912A	12212		89,450.35		319,691.35			Dell US - DT's & WKS				
4/22/2014		12179			99,960.00	219,731.35	Wire / 04-22						
4/23/2014	6923	12231		54,354.13		274,085.48			Dell CA - DT, NB				
4/24/2014		12212			87,300.00	186,785.48	Amex ($90K - 3%)	Y					
4/23/2014		12179			22,980.00	163,805.48	Wire / 04-23	Y					
4/29/2014		12231			52,771.00	111,034.48	CC Pmt to Dell CA	Y					
4/30/2014	6950	12270		26,626.50		137,660.98			HP MX-EOL-3643 NB ($24,815 + 3% Norris + 4.3% Ship)				
4/30/2014	6950	12270		23,219.72		160,880.70			HP MX-EOL-3639 WS ($21,640 + 3% Norris + 4.3% Ship)				
5/1/2014	6937	12252		29,150.00		190,030.70			Mixed PC - ATL				
5/6/2014	6941	12259		130,037.50		320,068.20			Dell US - C lots				
5/9/2014					99,960.00	220,108.20	Wire / 05-07						
5/7/2014					0.00	220,108.20	3054 / 05-07-14	N	83974.48 STOP PAY				
5/7/2014	6950	12270		24,057.00		244,165.20			HP MX-EOL-3653 DT (22,420.00 + 3% Norris + 4.3% Ship)				
5/8/2014	6951	12272		151,683.00		395,848.20			HPFS LT-5168 NB (147,265.00 + 3% Norris)				
5/14/2014					64,980.00	330,868.20	Wire / 05-14-14	Y					
5/19/2014	6965	12292		59,750.00		390,618.20			Dell Global Outlet Latitude 10 Tablets (478 x $125)				
5/20/2014	6968	12294		15,192.50		405,810.70			MISC PC's - ATL				
5/21/2014	6972	12298	22050	23,598.15		429,408.85			MISC PC's - CO				
5/21/2014					159,980.00	269,428.85	Wire / 05-21-14	Y					
5/22/2014	6975	12299		90,073.50		359,502.35			Dell US DT's				
5/22/2014	6976	12302		191,849.00		551,351.35			HPFS LT-5180 NBs 1056 Units				
5/22/2014	6955	12303		86,716.50		638,067.85			HP Refurb 409 Units				
5/27/2014					99,980.00	538,087.85	Wire / to BB&T	Y					
5/27/2014					29,980.00	508,107.85	Wire / to BB&T	Y					
5/29/2014					99,980.00	408,127.85	Wire / to BB&T	Y					
5/29/2014	6980	12307	910148	101,571.00		509,698.85			MISC PC's - ATL				
5/30/2014	6989	12321	910146	82,915.00		592,613.85			HPFS LT-5192 DT				
6/3/2014	7000	12336	910154	97,850.00		690,463.85			HPFS LT-5195 DT				
6/4/2014					149,940.00	540,523.85	Wire / to BB&T	Y					
6/6/2014			910153		82,915.00	457,608.85	C2K Ck # 3083 to BBT	Y					
6/6/2014					97,850.00	359,758.85	C2K Ck # 3055 to Chase	Y	cleared 6/19/14				
6/9/2014					90,358.85	269,400.00	Amex (Gary) - 3%	Y	Total charge - $93,069.62				
6/10/2014	6984	12350		8,000.00		277,400.00			SATA HDD's				
6/10/2014	7006	12347		265,536.00		542,936.00			Dell US NB & DT				
6/11/2014					48,500.00	494,436.00	Amex (Gary) - 3%	Y	Total charge - $50,000.00				
6/11/2014	7013	12357	910155	187,022.00		681,458.00			HPFS LT-5210 DT, LT-5211 DT				
6/12/2014					98,650.00	582,808.00	C2K Ck # 3087 to BBT	Y					
6/12/2014					98,650.00	484,158.00	C2K Ck # 3056 to Chase	Y	cleared 6/18/14				
6/12/2014					38,800.00	445,358.00	Amex (CDI) - 3%	Y	Total charge - $40,000.00				
6/17/2014					101,571.00	343,787.00	C2K Ck # 3089 to BBT	Y					
6/18/2014					94,572.00	249,215.00	C2K Ck # 3057 to Chase	Y					
6/25/2014					104,251.00	144,964.00	C2K Ck # 3134 to BBT	Y					
6/23/2014	6904A	12367		15,900.00		160,864.00			MISC LAPTOPS				
6/30/2014	6940, 6948D	12389		12,000.00		172,864.00			Dell LCDs				
7/2/2014	7034	12396		8,000.00		180,864.00			Z400s				
7/2/2014	7042	12397		58,710.00		239,574.00			HP LT-5236 DT 801pcs				
7/2/2014	7027	12398		6,500.00		246,074.00			160GB's from Dallas				
7/2/2014	7043	12400		91,320.00		337,394.00			MISC PC's - ATL				
7/7/2014					94,610.00	242,784.00	C2K Ck # 3136 to BBT	Y					
7/8/2014					72,750.00	170,034.00	Amex (Gary) - 3%	Y	Total charge - $75,000.00				
7/9/2014	7049	12417		320,000.00		490,034.00			Dell US NB & DT				
7/9/2014					174,578.00	315,456.00	C2K Ck # 3138 to BBT	Y					
7/11/2014	7056	12425		117,042.00		432,498.00			HP Refurbs 512 Units				
7/11/2014	7057	12426		136,475.00		568,973.00			HPFS LT-5241A-I DKT_ACC				

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	BOL	Email	SO	Shipping Co.
7/16/2014					91,320.00	477,653.00	C2K Ck # 3139 to BBT	Y					
7/17/2014					136,475.00	341,178.00	C2K Ck # 3142 to BBT	Y	Check #'s 3091 to 3096 - VOID - Printer Error				
7/22/2014					59,750.00	281,428.00	C2K Ck # 3058 to Chase	N	To pay for the Lat 10's - Deposited in Dallas				
7/22/2014		12439		7,000.00		288,428.00			250GB HDD's				
7/25/2014	7076	12449		41,250.00		329,678.00			Dell US - 600 PC's				
7/28/2014					102,250.00	227,428.00	C2K Ck # 3144 to Suntrust	Y	Transferred from Dean's checking to NT checking in BB&T				
7/29/2014					102,750.00	124,678.00	C2K Ck # 3145 to BBT	Y					
7/29/2014	7084	12458		103,000.00		227,678.00			HPFS LT-5261 NB - 600 Notebooks				
8/5/2014					227,678.00	0.00	C2K Ck # 3147 to BBT	Y					
8/5/2014	7096	12464		22,700.00		22,700.00			Misc PC ATL 191 units				
8/6/2014	7102	12493	910192	215,209.00		237,909.00			HP LT-5277 DKT 2,866 units				
8/7/2014					87,290.30	150,618.70	Amex (Gary) - 3%	Y	Total charge - $89,990.00				
8/8/2014					88,003.25	62,615.45	Amex (Gary) - 3%	Y	Total charge - $90,725.00				
8/12/2014	7107	12506		12,240.00		74,855.45			102- GX 780s, 84-C2D-3.06/4GB/500, 18-C2D-3.06/4GB/320				
8/15/2014					62,615.45	12,240.00	C2K Ck # 3149 to BBT	Y					
8/15/2014	7111	12522	910189	91,075.00		103,315.00			HPFS LT-5296 DT 1413 units _MISC				
8/26/2014	7119	12537	910190	212,000.00		315,315.00			LT-5310 NB, 1,240 pcs Notebooks				
8/26/2014					212,000.00	103,315.00	C2K Ck # 3153 to BBT	Y					
8/27/2014	7131	12554	910191	193,000.00		296,315.00			Dell US truck - DT / NB				
9/9/2014					111,750.00	184,565.00	C2K Ck # 3172 to BBT	Y					
9/10/2014	7150	12578		220,250.00		404,815.00			Dell US truck - DT / NB				
9/10/2014					103,474.75	301,340.25	Amex (Gary) - 3%	Y	Total Charge - $106,675.00				
9/10/2014					83,088.26	218,251.99	Amex (Gary) - 3%	Y	Total Charge - $85,658.00				
9/10/2014	7158	12589		90,000.00		308,251.99			HPFS LT-5339-WS, LT-5340-DT/MISC				
9/10/2014					220,250.00	88,001.99	C2K Ck # 3175 to BBT	Y					
9/11/2014	7162	12599		74,475.00		162,476.99			Towers ATL				
9/17/2014	7169	12611		147,695.00		310,171.99			HPFS LT-5360 DT/MISC, LT-5372 DT/MISC				
9/26/2014					144,745.00	165,426.99	C2K Ck # 3179 to BBT						
9/26/2014	7187	12635		89,090.00		254,516.99			HPFS LT-5385 DT, LT-5387 MISC				
10/1/2014					89,090.00	165,426.99	C2K Ck # 3182 to BBT	Y					
10/6/2014	7204	12661	910202	256,200.00		421,626.99			HPFS LT-5390WS, LT-5395DT, LT-5399NB				
10/6/2014	7205	12662	910201	92,307.00		513,933.99			HPFS EOL-3692 DT_LCD MEX				
10/7/2014					180,000.00	333,933.99	C2K Ck # 3227 to BBT	Y					
10/9/2014					72,750.00	261,183.99	Amex (Gary) - 3%		Total charge - $75,000.00				
10/9/2014					96,688.63	164,495.36	Amex (Gary) - 3%		Total charge - $99,679.00				
10/10/2014	7207	12670	910205	140,500.00		304,995.36			HPFS LT-5408DT, LT-5411WS				
10/13/2014	7212	12681	910206	195,250.00		500,245.36			Dell US 912 NB, 630 DT				
10/17/2014	7218	12694		75,556.00		575,801.36			Dell CA - 270DT, 360NB				
10/20/2014	7225	12703		139,716.25		715,517.61			HPFS LT-5427 DT (1,692), LT-5421 WS (113)				
10/20/2014					392,748.36	322,769.25	C2K Ck # 3215 to BBT	Y					
10/22/2014	7233	12720		138,056.00		460,825.25			HPFS LT-5436DT, AIO, WS 1,926 units				
10/28/2014					139,716.25	321,109.00	C2K Ck # 3219 to BBT	Y					
10/30/2014	7242	12774		105,977.00		427,086.00			HPFS LT-5455 DT, AIO, WS - 1,572 Units				
11/6/2014	Stock	12740		2,244.00		429,330.00			187-160GB 2.5"				
11/6/2014	Stock	12744		7,000.00		436,330.00			1,000-80GB SATA				
11/7/2014				89,500.00		525,830.00		Y	Chase NT Ck 2601				
11/7/2014					87,677.33	438,152.67	Amex (Gary) - 3%	Y	Total charge - $90,389.00				
11/14/2014	7252	12754		11,215.00		449,367.67			1,689- Desktop 1GB 5300, 554- Desktop 1GB 6400				
11/17/2014	STOCK	12760		25,876.00		475,243.67			173 - DC5800 MT, 115 - Misc Laptops				
12/2/2014					475,243.67	0.00	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP				
12/3/2014	7272	12793		81,000.00		81,000.00			Dell Canada - 330-DT, 270-NB				
12/3/2014	7286	12794*		106,745.00		187,745.00			HPFS LT-5497, Lot of 1,665 DT's, LT-5388 - 1 HALO B2B4				
12/4/2014	7291	12798*		72,038.20		259,783.20			Dell US lot - 30 LCDs, 851 DTs				
12/8/2014					82,450.00	177,333.20			Total charge - $85,000.00				
12/12/2014	7296			863.50		178,196.70			HST Return for Dell Canada Monitor Lot - NT Ck 2620				
12/12/2014	Various	12799*		38,455.00		216,651.70			Mixed PC lot				
12/16/2014	7302	12834*	100109	133,500.00		350,151.70			LT-5220A - 1,980 DT, LT-5220B - 41 AIO				
12/16/2014	7303	12835*	100113	181,300.00		531,451.70			LT-52526 - 351 Apple NB				
12/16/2014	7304	12836*		85,078.00		616,529.70			LT-5531 A to E, 1,380 DTs, 97 MISC				
12/18/2014		12848*		967.50		617,497.20			MISC RAM				
12/19/2014		12851*		9,348.00		626,845.20			80GB SATA				
1/6/2015		12878*		99,090.00		725,935.20			MISC NB's - 592 Units - Was $94,855 - Gary Added				
1/6/2015					99,980.00	625,955.20	Wire to BB&T NT Op Acct						
1/7/2015					99,960.00	525,995.20	Wire to BB&T NT Op Acct						
1/12/2015					161,505.00	364,490.20	Amex (Gary) - 3%		Total charge - $166,500.00				
1/14/2015	7330	12893*		113,300.00		477,790.20			LT-5539 - Lot of 1,813 DT				
1/15/2015	7334	12903*		260,825.00		738,615.20			Dell US USED OFF LEASE LOT - 490 - DT, 1152 - NB				
1/20/2015					174,960.00	563,655.20	Wire to BB&T NT Op Acct						
1/26/2015	7351	12933*		36,050.00		599,705.20			LT-5555, 243 WS				
1/26/2015	7352	12933*		113,300.00		713,005.20			LT-5662, 1,771 DT / MISC				
1/28/2015					59,980.00	653,025.20	Wire to BB&T NT Op Acct						

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	BOL	Email	SO	Shipping Co.
1/28/2015					39,980.00	613,045.20	Wire to BB&T NT Op Acct						
2/6/2015					97,000.00	516,045.20	Amex (Gary) - 3%		Total charge - $100,000.00				
2/8/2015					103,790.00	412,255.20	Amex (Gary) - 3%		Total charge - $107,000.00				
2/10/2015	7374	12974*		145,521.00		557,776.20			LT-5576 - 1,480 DT, LT-5580 - 503 TC				
2/13/2015					124,980.00	432,796.20	Wire to BB&T NT Op Acct						
2/17/2015	7384	12987*		263,903.50		696,699.70			Dell US 720DT, 1008NB				
2/17/2015	7386	12989*		252,505.00		949,204.70			LT-5591 - 1,368DT, LT-5593 - 31NB, LT-5598 - 1,890DT				
2/17/2015	7371	12996*		77,277.00		1,026,481.70			Dell CA DT, NB, WS				
2/17/2015					77,257.00	949,224.70	Wire to BB&T NT Op Acct						
2/18/2015					34,000.00	915,224.70	Wire to BB&T NT Op Acct						
2/18/2015					260,000.00	655,224.70	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP				
2/20/2015					100,000.00	555,224.70	Wire to BB&T NT Op Acct						
2/24/2015					99,980.00	455,244.70	Wire to BB&T NT Op Acct						
3/6/2015	7410	13044*		218,360.00		673,604.70			LT-5609 DT/MISC, 1,577 units, LT-5623 DT/MISC, 1,694 units				
3/9/2015	7411	13045*		108,150.00		781,754.70			LT-5629 DT, 1,881 units				
3/10/2015					282,368.94	499,385.76	Amex (Gary) - 3%		Total charge - $291,102.00				
3/11/2015					99,992.00	399,393.76	Wire to BB&T NT Op Acct						
3/13/2015					399,393.76	0.00	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP 3/23/15				
3/23/2015	7391	13085*		195,003.72		195,003.72			HPFS Mexico 3,193DT, 640NB, 220WS	Dean			
3/23/2015	7432	13086*		123,450.00		318,453.72			HPFS LT5644 210WS, LT5648 88WS, LT5634 1,278DT				Quik X
3/23/2015	7431	13084*		-2,400.00		316,053.72			Product bought from C2K, sold to HPFS PO PN-004204				
3/23/2015	MULTI	13066*		39,773.52		355,827.24			DT's from Mike in Dallas	Mike/Rico			Quik X
3/26/2015	7442	13096*	100134	89,280.00		445,107.24			576 HP 8100, 3GB Ram, 160GB HD - NO CD, Win 7 COA	Mike/Rico			
3/31/2015	7449	13111*	100136	80,250.00		525,357.24			Dell US - 1,020 desktops				FALCON MOTOR XPRESS
3/31/2015	STOCK	13113*		12,012.00		537,369.24			344-250GB, 1200-160GB HDDs	Mike/Rico			PATCO
4/1/2015	7453	13116*		143,170.00		680,539.24			LT5675 - 115WS, LT5681DT - 1,472 DT				
4/3/2015					123,450.00	557,089.24	Deposit Comerica - moved to BB&T NT Op 4/8/15						
4/6/2015					99,992.00	457,097.24	Wire to BB&T NT Op Acct						
4/7/2015	7462	13130*	100141	124,630.00		581,727.24			LT-5686 DT - qty 1,393				
4/8/2015	STOCK	13132*		6,000.00		587,727.24			1,000 - 160GB SATA				M S TRUCKING
4/8/2015	7466	13133*		44,500.00		632,227.24			WS lot from Mike in Dallas				Vanguard
4/13/2015					252,257.23	379,970.01	Amex (Gary) - 3%		Total charge - $260,059.00				
4/14/2015	7474	13143*		141,110.00		521,080.01			LT5696 DT 1,846, LT5688 WS 161				ROADFAST TRANSPORT
4/14/2015	7475	13144*		47,615.37		568,695.38			Dell CA 240DT, 90PC, 60WS, 8Storage	gary			
4/20/2015	STOCK	13158*		17,780.00		586,475.38			2000 - 160GB, 1445 - 120GB				MS Trucking PRO
4/27/2015					209,723.00	376,752.38	Deposit Comerica - moved to BB&T NT Op 4/27/15						
4/24/2015	7496	13180*		87,550.00		464,302.38			LT-5718 - 1508 used off lease Desktops				KDAC TRANSPORT
4/29/2015	7392 / 7503	13189*		26,690.00		490,992.38			Dell 760_780	Mike/Rico			Vanguard PRO VGS-063341
5/15/2015					229,493.13	261,499.25	Amex (Gary) - 3%		Total charge - $236,590.86				

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	BOL	Email	SO	Shipping Co.
5/18/2015	7543	13245*		145,088.89		406,588.14			LT-5757 1870 Used off lease desktops	Adobe Acrobat Document	Adobe Acrobat Document	Adobe Acrobat Document	ROUND LAKES CARRIER/ Quick X
5/20/2015	7549	13357*		226,122.08		632,710.22			LT-5764 2300 Used off Lease Desktops	Adobe Acrobat Document	Adobe Acrobat Document	Adobe Acrobat Document	SOKIL TRANSPORT/Quick X
5/21/2015	7551	13359*		39,385.00		672,095.22			233 Dell Opti 390, HDDs - DFW	Adobe Acrobat Document adde[illegible]D		Adobe Acrobat Document	Fright world
5/28/2015	7565	13376*		162,500.00		834,595.22			Dell US DT/NB lot	Mike/Rico		Adobe Acrobat Document	
6/4/2015	7566	13377*		101,606.41		936,201.63			LT - 5783 1642 Used off lease Desktops	Adobe Acrobat Document	Adobe Acrobat Document	Adobe Acrobat Document	BOSTON CREEK TRANSPORT / Quick X
6/4/2015					25,000.00	911,201.63	Deposit Chase						
6/9/2015					50,000.00	861,201.63	Deposit Chase						
6/10/2015	7579	13392*		43,200.00		904,401.63			288 - 8100-3GB/160GB/No CD/Win7COA	AG BOL 172043/Fedex Freight PRO327463130		Adobe Acrobat Document	
6/11/2015	7520	13395*		40,000.00		944,401.63			Lockheed NB_DT Lot	Adobe Acrobat Document		Adobe Acrobat Document	SOKIL TRANSPORT
6/11/2015					258,138.41	686,263.22	Amex (Gary) - 3%		Total charge - $266,122.08				
6/11/2015					170,000.00	516,263.22	Wire to BB&T NT Op Acct						
6/17/2015	7586	13402*		91,500.00		607,763.22			LT-5791 - 2,356 DT's	Adobe Acrobat Document		Adobe Acrobat Document	GUNTHER TRUCKING
6/19/2015					100,000.00	507,763.22	C2K Ck3315 - Chase						
6/16/2015	STOCK	13399*		17,653.44		525,416.66			MISC SYSTEMS FROM DFW	mike/rico		Adobe Acrobat Document	
6/22/2015	STOCK	13414*		74,820.65		600,237.31			MISC NB FROM DFW	mike/rico		Adobe Acrobat Document	Vanguard PRO VGS-064481
6/22/2015	7594	13417*		185,060.00		785,297.31			LT-5800 2,188 DTs, LT-5802 114 AIOs	Adobe Acrobat Document		Adobe Acrobat Document	BOSTON CREEK TRANSPORT
6/25/2015	7599	13425*		43,254.00		828,551.31			LT-5810 1,096 DT's	Adobe Acrobat Document		Adobe Acrobat Document	BOSTON CREEK TRANSPORT
6/25/2015					330,000.00	498,551.31	Wire to BB&T NT Op Acct						
6/25/2015	7494	13426*		207,728.73		706,280.04			EOL-3739_2740, 1,920 DT's, 1,241 LCDs, 723 NBs - MX	Adobe Acrobat Document		Adobe Acrobat Document	SGT2000
6/26/2015					0.00	706,280.04	C2K Ck3317 - Chase		$107,000 sent to collections - STOP PAY				
6/26/2015	7601	13431*		114,450.00		820,730.04			1,655 - LCD/DT Lot - ATL	Mike/Rico		Adobe Acrobat Document	
6/29/2015	7602	13433*		55,500.00		876,230.04			1,304 - HP DTs - DFW	Mike/Rico		Adobe Acrobat Document	
7/2/2015	7616	13450*		107,635.00		983,865.04			LT-5822 1,755 DTs	Adobe Acrobat Document	Adobe Acrobat Document	Adobe Acrobat Document	BOSTON CREEK/Quick X
7/4/2015					234,476.86	749,388.18	Amex (Gary) - 3%		Total charge - $241,728.73				
7/10/2015					240,000.00	509,388.18	Wire to BB&T NT Op Acct						
7/14/2015	7625	13464*		76,640.00		586,028.18			LT-5835(-D too) 2,492 DT's	Adobe Acrobat Document		Adobe Acrobat Document	
7/15/2015					100,000.00	486,028.18	Wire to BB&T NT Op Acct						
7/15/2015	STOCK	13483*		109,962.00		595,990.18			774 NBs from DFW	Adobe Acrobat Document		Adobe Acrobat Document	

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	BOL	Email	SO	Shipping Co.
7/22/2015	7639	13496*		58,710.00		654,700.18			LT-5848 1,911 DT's				Quick X
7/23/2015	7644	13502*		51,300.00		706,000.18			WKS lot - DFW				
7/28/2015	STOCK	13516*		8,816.00		714,816.18			HDDs - DFW				
7/29/2015					300,000.00	414,816.18	Wire to BB&T NT Op Acct						
7/30/2015	7655	13520*	100177	10,100.00		424,916.18			87 - DT's - DFW				
8/5/2015	7662	13536*		110,880.00		535,796.18			1,080 - HP 8100/3GB/160GB - DFW				
8/8/2015	7670	13544*	100178	96,820.00		632,616.18			LT-5877 1,417 DT's				
8/13/2015		13551*	100174	75,000.00		707,616.18			2,652 - DTs - ATL				
8/14/2015	7612	13586* (8/27)	100181	134,459.00		842,075.18			MX EOL-3744 989 DT's, EOL-3750 773 NB's				
8/14/2015					254,673.50	587,401.68	Amex (Gary) - 3%		Total charge - $262,550.00				
8/14/2015	7684	13556*	100176	139,050.00		726,451.68			LT-5886 2,398 DT's				
8/18/2015		13564*	100182	40,465.41		766,917.09			250GBs + NBs DFW				
8/14/2015		13552*	100175	29,880.00		796,797.09			664 - DTs - DFW				
8/25/2015	7704	13580*	100179	51,500.00		848,297.09			LT-5911 1,287 DT's				
8/31/2015					172,500.00	675,797.09							
9/4/2015	7721	13611*		46,250.00		722,047.09			Misc WS - Dell US				
9/10/2015					336,500.00	385,547.09	Wire to BB&T NT Op Acct						
9/11/2015		13628*	100180	118,800.00		504,347.09			1,080 - HP 8100 - ATL				
9/16/2015		13642*		77,000.00		581,347.09			550 - 6200T - ATL				
9/16/2015		13641*	100185	150,000.00		731,347.09			1,140 - DT's, Dell US				
9/18/2015					275,000.00	456,347.09	Wire to Chase NT Op Acct						
9/22/2015	7764	13668*		334,750.00		791,097.09			LT-5936, 2,531 DT's				
9/25/2015					272,702.89	518,394.20	Amex (Gary) - 3%		Total charge - $281,137.00				
9/29/2015	7776	13680*		197,760.00		716,154.20			LT-5959, 1,103 DT's				
9/29/2015	7777	13681*		95,480.00		811,634.20			LT-5977, 1,236 WS's				
9/29/2015	7778	13683*		47,060.00		858,694.20			370 SFF's - ATL				
10/1/2015	7785	13688*		198,573.00		1,057,267.20			LT-5993, 1,483 DT's 8200 i5's				
10/1/2015	7786	13689*		40,479.00		1,097,746.20			LT-5992, 524 WS's - 2200 i3's				

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	BOL	Email	SO	Shipping Co.
10/7/2015					293,240.00	804,506.20	Wire to BB&T NT Op Acct						
10/8/2015	7798	13712*		145,250.00		949,756.20			Dell US 1,110 DT's	Adobe Acrobat Document		Adobe Acrobat Document	
10/9/2015	7793	13923*		244,020.65		1,193,776.85			HP MX - 2,157 DT/AIO, 108 WS, 558 - NB			Adobe Acrobat Document	
10/13/2015	7805	13724*	100196	212,215.00		1,405,991.85			LT-6029, 1,657 NB's	Adobe Acrobat Document		Adobe Acrobat Document	
10/13/2015					287,120.00	1,118,871.85	Amex (Gary) - 3%		Total charge - $296,000.00				
10/14/2015	7808	13733*		17,160.00		1,136,031.85			130 - 790SFF - PA		Adobe Acrobat Document	Adobe Acrobat Document	Musket Melburn/ Quick X
10/19/2015					350,000.00	786,031.85	Wire to BB&T NT Op Acct						
10/26/2015	7821	13763*	100198	95,790.00		881,821.85			LT-6062 1,651 DT's	Adobe Acrobat Document		Adobe Acrobat Document	Blue Shark
10/26/2015	7822	13762*	100199	5,950.00		887,771.85			LT-6043 238 TC's	Adobe Acrobat Document		Adobe Acrobat Document	
10/26/2015	7827	13760*		123,987.00		1,011,758.85			Dell US 1,110 DT's	Adobe Acrobat Document		Adobe Acrobat Document	
11/2/2015					300,000.00	711,758.85							
11/10/2015	Stock	13821*		25,950.00		737,708.85			167 - Misc DT's - DFW			Adobe Acrobat Document	
11/13/2015	7862	13856*	100201	74,160.00		811,868.85			LT-6077, 1,588 DT's	Adobe Acrobat Document		Adobe Acrobat Document	
11/13/2015	7864	13855*	100200	1,175.00		813,043.85			235 KBM's	Adobe Acrobat Document		Adobe Acrobat Document	
11/13/2015	7863					813,043.85			AC adapters Sort and settle	Adobe Acrobat Document			
11/17/2015					286,150.00	526,893.85	Amex (Gary) - 3%		Total charge - $295,000.00				
11/20/2015	7883	13858*		19,280.00		546,173.85			216 - 8100, 400 - 250GBs - ATL			Adobe Acrobat Document	
11/20/2015	7887	13862*		141,446.00		687,619.85			1,050 - DTs - Dell US	Adobe Acrobat Document	Adobe Acrobat Document	Adobe Acrobat Document	
11/20/2015	7888	13863*		33,860.00		721,479.85			MOGA	Adobe Acrobat Document		Adobe Acrobat Document	
11/23/2015	7890	13870*		80,810.00		802,289.85			1,618 DT's - OH	Adobe Acrobat Document		Adobe Acrobat Document	
11/24/2015	7433	13874*		2,750.00		805,039.85			550 - HP KBM	Adobe Acrobat Document		Adobe Acrobat Document	
11/30/2015					33,860.00	771,179.85	Deposit Chase NT Op		Pmt for MOGA - SO 13863				
12/4/2015					211,000.00	560,179.85	Wire to BB&T NT Op Acct						
12/8/2015	7915	13917*		226,558.00		786,737.85			LT-6144, 1,926 DT's	Adobe Acrobat Document		Adobe Acrobat Document	
12/9/2015	7918	13920*		258,000.00		1,044,737.85			LT-6145, 1,642 DT's	Adobe Acrobat Document		Adobe Acrobat Document	
12/9/2016	7920	13921*		21,570.00		1,066,307.85			892 HP PC and LCD			Adobe Acrobat Document	
12/11/2015	7928	13932*		145,975.50		1,212,283.35			1,110 DT's - Dell US	Adobe Acrobat Document		Adobe Acrobat Document	
12/11/2015	7931	13934*		158,474.00		1,370,757.35			1,329 DT's - ATL			Adobe Acrobat Document	

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	BOL	Email	SO	Shipping Co.
12/11/2015					172,660.00	1,198,097.35	Amex (Gary) - 3%		Total charge - $178,000.00				
12/14/2015						1,198,097.35	Amex (Gary) - 3%		Total charge - $129,000.00 - REVERSED 12/30/15				
12/18/2015					250,000.00	948,097.35	Wire to Chase NT Op Acct						
12/21/2015	7949	13963*		43,200.00		991,297.35			540 - HP8100, 5 - HP8100 - ATL				
1/4/2016	7863	13979*		7,500.00		998,797.35			2500 - AC Adapters				
1/12/2015					400,000.00	598,797.35	Wire to Chase NT Op Acct						
1/12/2016	7995	14015*		77,868.00		676,665.35			LT-6193 1,037 DTs				SOKIL
1/13/2016		14024*		59,820.00		736,485.35			1,039 DTs NT S-S Stock				
1/15/2016					273,137.45	463,347.90	Amex (Gary) - 3%		Total charge - $281,585.00				
1/15/2016	8006	14035*		153,499.50		616,847.40			1,230 DTs - Dell US				
1/22/2016	8027	14078*		262,650.00		879,497.40			LT-6244, 1,867 DT's				HOLMES FREIGHT LINES
1/26/2016	8033	14083*		67,730.00		947,227.40			444 mixed PC..$28500, and 265-6200T..$135/				
1/27/2016					250,000.00	697,227.40	Wire to Chase NT Op Acct						
2/10/2016	8063	14151*		25,920.00		723,147.40			324 - HP8100				
2/11/2016	8066	14156*		16,560.00		739,707.40			170 - Misc Laptop				
2/17/2016					195,000.00	544,707.40	Wire to BB&T NT Op Acct						
2/17/2016					295,850.00	248,857.40	Amex (Gary) - 3%		Total charge - $305,000.00				
2/18/2016	8077	14174*		176,130.00		424,987.40			LT-6283 1,553 DTs				Blue Shark
2/18/2016	8083	14179*		135,000.00		559,987.40			Dell US 1,020 DTs				
2/19/2016	8086	14184*		13,845.18		573,832.58			77 Dell 7010SFF, I5-3200, 4GB, No HDD, DVD, Win7				
2/22/2016	8091	14192*		66,400.00		640,232.58			778- PC's - Atl				
2/24/2016	8097	14205*		77,000.00		717,232.58			2,613 DT Mixed				
3/11/2016	8132	14270		228,000.00		945,232.58			LT-6324 1,816 DT's				Boston Creek
3/22/2016	8165	14302		120,000.00		1,065,232.58			LT-6349 1,420 DT's				ED WIERSMA TRUCKING
3/22/2016					70,000.00	995,232.58	Wire to Comerica NCP acct						
3/23/2016	8169				14,847.09	980,385.49			C2K Inv 710047 - Memory/CPU's				
3/25/2016					30,000.00	950,385.49	Wire to Chase NT acct						
4/12/2016					253,000.00	697,385.49	Wire to Chase NT acct						

Date	Check #	Cleared	Check Amt	Debit	Credit	Balance	Interest	Reconcile	Rec Notes
1/29/2016	2956	Y	256,000.00		250,000.00	0.00			
2/3/2016	2957	Y	200,000.00		200,000.00	-200,000.00			
2/5/2016	1199-BBT-DAS	Y	280,000.00	280,000.00		80,000.00			
2/16/2016	2945	N	200,000.00			80,000.00			Bank Refused 03/04/16, wired to Comerica
2/17/2016	1200-BBT-DAS	Y	195,000.00	195,000.00		275,000.00			
2/20/2016	1201-BBT-DAS	Y	250,000.00	250,000.00		525,000.00			
2/24/2016	2955	N	200,000.00		195,000.00	330,000.00			Bank Refused, then wired to Comerica
2/29/2016	1126-CTBI-DAS	Y	65,000.00	65,000.00		395,000.00			
3/1/2016	Wire-CTBI-Sunny	Y	200,000.00	200,000.00		595,000.00			
3/1/2016	2948	N	250,000.00		242,500.00	352,500.00			Bank Refused, then wired to Comerica
3/4/2016	Wire	Y	200,000.00		194,000.00	158,500.00			
4/12/2016		Y	52,300.00		52,300.00	106,200.00			Bank Refused, then wired to Comerica NCP - xfer to DAS acct

This is Exhibit "AA" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE
NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Levangie, David W.

From: Catherine Francis <CFrancis@mindengross.com>
Sent: Thursday, October 06, 2016 7:35 PM
To: Levangie, David W.
Cc: Ken Kallish
Subject: RE: Bodimeade

David,

It was a communication mix-up. Grant Thornton had proposed to respond to your client that they would look at available documents to assist him but that it was unlikely they would be found as the books and records of the company were not maintained for several months prior to the Receiver's appointment and documents were not properly filed. I thought they had communicated this directly to your client but due to the communication mix-up it turns out they did not.

Since then, however, the Receiver has spent some time reviewing the records and was unable to find the information to support your client's claim.

Separately, please advise as to the status of the Application bearing Court File No. CV-16-555283. You indicated in your August 16, 2016 email that there was no return date, that Aimee Bodimeade had not yet filed responding materials and that you would canvass dates with us. We have heard nothing since. You are of course aware that our client has an interest in the subject matter of the proceeding and in the property, so we would appreciate an update.

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

From: Levangie, David W. [mailto:dlevangie@foglers.com]
Sent: Tuesday, October 04, 2016 10:24 AM
To: Catherine Francis <CFrancis@mindengross.com>; Ken Kallish <KKallish@mindengross.com>
Subject: RE: Bodimeade

Catherine,

Have you had the opportunity to speak with your client about my August 31, 2016 email?

fogler rubinoff
David W. Levangie
Partner
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.864.7603

Main: 416.864.9700
Toll Free: 1.866.861.9700
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Email: dlevangie@foglers.com
foglers.com

TOP 10 ONTARIO REGIONAL FIRMS

Proud to be named one of Ontario's Top 10 Regional Firms by Canadian Lawyer magazine 2015-2016

From: Levangie, David W.
Sent: Tuesday, September 27, 2016 5:45 PM
To: 'Catherine Francis' <CFrancis@mindengross.com>; Ken Kallish <KKallish@mindengross.com>
Subject: RE: Bodimeade

Catherine,

I am just following up on the below for an update.

fogler rubinoff

David W. Levangie
Partner
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
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Toronto, ON M5K 1G8
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TOP 10 ONTARIO REGIONAL FIRMS

Proud to be named one of Ontario's Top 10 Regional Firms by Canadian Lawyer magazine 2015-2016

From: Catherine Francis [mailto:CFrancis@mindengross.com]
Sent: Wednesday, September 14, 2016 10:52 AM
To: Levangie, David W. <dlevangie@foglers.com>; Ken Kallish <KKallish@mindengross.com>
Subject: RE: Bodimeade

My apologies. This fell through the cracks. I will follow up and get back to you.

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

From: Levangie, David W. [mailto:dlevangie@foglers.com]
Sent: Wednesday, September 14, 2016 10:50 AM
To: Catherine Francis <CFrancis@mindengross.com>; Ken Kallish <KKallish@mindengross.com>
Subject: RE: Bodimeade

Catherine,

I haven't received a response to my email from a couple of weeks ago. May I please hear from you?

fogler rubinoff

David W. Levangie
Partner
Fogler, Rubinoff LLP
Lawyers
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TD Centre North Tower
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Direct: 416.864.7603
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: dlevangie@foglers.com
foglers.com

From: Levangie, David W.
Sent: Wednesday, August 31, 2016 1:50 PM
To: 'Catherine Francis' <CFrancis@mindengross.com>; Ken Kallish <KKallish@mindengross.com>
Subject: RE: Bodimeade

Catherine,

I hope all is well. My client contacted the receiver and requested copies of the POD (proof of delivery) documents to help substantiate his proof of claim. The PODs are not in his possession and he also requested them from the freight forwarders (the only other parties with access to the documents). He submitted his proof of claim with corresponding bills of lading and advised the trustee that he will be submitting the PODs once received from either the freight forwarders or the receiver. We have yet to hear back from the receiver regarding his request. Since the trustee previously indicated that he was only going to Mr. Salem a short period of time to submit evidence to support his proof of claim, we would appreciate it if you could inquire with your client as to whether they will provide the PODs. Please let me know. Thanks!

fogler rubinoff

David W. Levangie
Partner
Fogler, Rubinoff LLP
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Email: dlevangie@foglers.com
foglers.com

Canadian Lawyer TOP 10 ONTARIO REGIONAL FIRMS

Proud to be named one of Ontario's Top 10 Regional Firms by Canadian Lawyer magazine 2015-2016

From: Catherine Francis [mailto:CFrancis@mindengross.com]
Sent: Tuesday, August 16, 2016 6:33 PM
To: Levangie, David W. <dlevangie@foglers.com>; Ken Kallish <KKallish@mindengross.com>
Subject: RE: Bodimeade

Thanks. There was no criticism implied. I just wanted to make sure it comes to my attention.

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

From: Levangie, David W. [mailto:dlevangie@foglers.com]
Sent: Tuesday, August 16, 2016 6:32 PM
To: Catherine Francis <CFrancis@mindengross.com>; Ken Kallish <KKallish@mindengross.com>
Subject: RE: Bodimeade

The materials are being copied, but the Order was not received until late last week and my assistant has been away dealing with a death in the family this week. I will get you the materials tomorrow or Thursday.

fogler rubinoff

David W. Levangie
Partner
Fogler, Rubinoff LLP
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77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
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Email: dlevangie@foglers.com
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Canadian Lawyer TOP 10 ONTARIO REGIONAL FIRMS

Proud to be named one of Ontario's Top 10 Regional Firms by Canadian Lawyer magazine 2015-2016

From: Catherine Francis [mailto:CFrancis@mindengross.com]
Sent: Tuesday, August 16, 2016 6:09 PM
To: Levangie, David W. <dlevangie@foglers.com>; Ken Kallish <KKallish@mindengross.com>
Subject: RE: Bodimeade

Thank you. I was able to read the endorsement. The endorsement says that the applicant was required to serve a copy of the endorsement a well as the Application on the trustee.

Can you please courier the material to my attention, once copied. Thank you.

Please note that we act for the Trustee in respect of both Compuquest and Gary Bodimeade personally.

Catherine Francis | T: 416.369.4137 | F: 416.864.9223 | www.mindengross.com

From: Levangie, David W. [mailto:dlevangie@foglers.com]
Sent: Tuesday, August 16, 2016 6:01 PM
To: Ken Kallish <KKallish@mindengross.com>; Catherine Francis <CFrancis@mindengross.com>
Subject: Bodimeade

Catherine,

The endorsement is attached. I don't have a transcribed copy. If you're unable to read it let me know and I can call you and give you a run-down of what it says.

fogler rubinoff

David W. Levangie
Partner
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Email: dlevangie@foglers.com
foglers.com

This is Exhibit "BB" referred to in the Affidavit of Dean Salem
sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Levangie, David W.

From: Levangie, David W.
Sent: Wednesday, November 30, 2016 1:28 PM
To: 'CFrancis@mindengross.com'
Subject: Dean Salem Claim in Compuquest and Bodimeade bankruptcies
Attachments: updated C2K TRANSACTIONS-R11-29-16-01.xlsx

Catherine,

As advised in court this morning, please see attached updated excel spreadsheet with imbedded documents. This updated excel spreadsheet contains a number of freight forwarding documents that my client was able to obtain from a freight forwarder. He is still pursuing the balance of the freight forwarding documents from the other freight forwarder and will supply them if and when they become available. Given that it is unclear whether we will be able to obtain the balance of the freight forwarding documents from the other freight forwarder (requests have been made but nothing provided thus far), we renew our request to have the receiver, which has control over the books and records of Compuquest to locate the freight forwarding documents which we understand to be kept in the desk drawer of the employee responsible for dealing with shipping. Please confirm once this search has been undertaken and we ask that you forward us copies of the documents retrieved.

fogler rubinoff

David W. Levangie
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Fax: 416.941.8852
Email: dlevangie@foglers.com
foglers.com

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped	POD	BOL	Email	SO	Shipping Co.
3/13/2015					399,393.76	0.00	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP 3/23/15						
3/23/2015	7391	13085*		195,003.72		195,003.72			HPFS Mexico 3,193DT, 640NB, 220WS	YES		Dean			
3/23/2015	7432	13086*		123,450.00		318,453.72			HPFS LT5644 210WS, LT5648 88WS, LT5634 1,278DT						
3/23/2015	7431	13084*		-2,400.00		316,053.72			Product bought from C2K, sold to HPFS PO PN-004204	IN QB it shows this SO going to HPFS added to drive 3400					
3/23/2015	MULTI	13066*		39,773.52		355,827.24			DT's from Mike in Dallas	added the new SO					
3/26/2015	7442	13096*	100134	89,280.00		445,107.24			576 HP 8100, 3GB Ram, 160GB HD - NO CD, Win 7 COA						
3/31/2015	7449	13111*	100136	80,250.00		525,357.24			Dell US - 1,020 desktops						MOTOR XPRESS
3/31/2015	STOCK	13113*		12,012.00		537,369.24			344-250GB, 1200-160GB HDDs						
4/1/2015	7453	13116*		143,170.00		680,539.24			LT5675 - 115WS, LT5681DT - 1,472 DT						
4/3/2015					123,450.00	557,089.24	Deposit Comerica - moved to BB&T NT Op 4/8/15								
4/6/2015					99,992.00	457,097.24	Wire to BB&T NT Op Acct								
4/7/2015	7462	13130*	100141	124,630.00		581,727.24			LT-5686 DT - qty 1,393						
4/8/2015	STOCK	13132*		6,000.00		587,727.24			1,000 - 160GB SATA						UCKING
4/8/2015	7466	13133*		44,500.00		632,227.24			WS lot from Mike in Dallas						d
4/13/2015					252,257.23	379,970.01	Amex (Gary) - 3%		Total charge - $260,059.00						
4/14/2015	7474	13143*		141,110.00		521,080.01			LT5696 DT 1,846, LT5688 WS 161						AST TRANSPORT
4/14/2015	7475	13144*		47,615.37		568,695.38			Dell CA 240DT, 90PC, 60WS, 8Storage	e new SO		gary			
4/20/2015	STOCK	13158*		17,780.00		586,475.38			2000 - 160GB, 1445 - 120GB						king PRO
4/27/2015					209,723.00	376,752.38	Deposit Comerica - moved to								
4/24/2015	7496	13180*		87,550.00		464,302.38			LT-5718 - 1508 used off lease Desktops						RANSPORT
4/29/2015	7392 / 7503	13189*		26,690.00		490,992.38			Dell 760_780						rd PRO VGS-063341
5/15/2015					229,493.13	261,499.25	Amex (Gary) - 3%		Total charge - $236,590.86						
5/18/2015	7543	13245*		145,088.89		406,588.14			LT-5757 1870 Used off lease desktops						LAKES CARRIER/ Quick X
5/20/2015	7549	13357*		226,122.08		632,710.22			LT-5764 2300 Used off Lease Desktops						RANSPORT/Quick X
5/21/2015	7551	13359*		39,385.00		672,095.22			233 Dell Opti 390, HDDs - DFW			SO			orld
5/28/2015	7565	13376*		162,500.00		834,595.22			Dell US DT/NB lot	YES		Mik			
6/4/2015	7566	13377*		101,606.41		936,201.63			LT - 5783 1642 Used off lease Desktops	YES					CREEK TRANSPORT / Quick X
6/4/2015					25,000.00	911,201.63	Deposit Chase								
6/9/2015					50,000.00	861,201.63	Deposit Chase								
												AG BOL 172043/Fedex			
6/10/2015	7579	13392*		43,200.00		904,401.63			288 - 8100-3GB/160GB/No CD/Win7COA			Freight PRO327463130			
6/11/2015	7520	13395*		40,000.00		944,401.63			Lockheed NB_DT Lot						RANSPORT
6/11/2015					258,138.41	686,263.22	Amex (Gary) - 3%		Total charge - $266,122.08						
6/11/2015					170,000.00	516,263.22	Wire to BB&T NT Op Acct								
6/17/2015	7586	13402*		91,500.00		607,763.22			LT-5791 - 2,356 DT's						R TRUCKING
6/19/2015					100,000.00	507,763.22	C2K Ck3315 - Chase								
6/16/2015	STOCK	13399*		17,653.44		525,416.66			MISC SYSTEMS FROM DFW			mike/rico			
6/22/2015	STOCK	13414*		74,820.65		600,237.31			MISC NB FROM DFW			mike/rico			PRO VGS-064481
6/22/2015	7594	13417*		185,060.00		785,297.31			LT-5800 2,188 DTs, LT-5802 114 AIOs						N CREEK TRANSPORT
6/25/2015	7599	13425*		43,254.00		828,551.31			LT-5810 1,096 DT's						N CREEK TRANSPORT
6/25/2015					330,000.00	498,551.31	Wire to BB&T NT Op Acct								
6/25/2015	7494	13426*		207,728.73		706,280.04			EOL-3739_2740, 1,920 DT's, 1,241 LCDs, 723 NBs - MX						O
6/26/2015					0.00	706,280.04	C2K Ck3317 - Chase		$107,000 sent to collections - STOP PAY						
6/26/2015	7601	13431*		114,450.00		820,730.04			1,655 - LCD/DT Lot - ATL			Mike/Rico			
6/29/2015	7602	13433*		55,500.00		876,230.04			1,304 - HP DTs - DFW			Mike/Rico			
7/2/2015	7616	13450*		107,635.00		983,865.04			LT-5822 1,755 DTs						N CREEK/Quick X
7/4/2015					234,476.86	749,388.18	Amex (Gary) - 3%		Total charge - $241,728.73						
7/10/2015					240,000.00	509,388.18	Wire to BB&T NT Op Acct								
7/14/2015	7625	13464*		76,640.00		586,028.18			LT-5835(-D too) 2,492 DT's						
7/15/2015					100,000.00	486,028.18	Wire to BB&T NT Op Acct								
7/15/2015	STOCK	13483*		109,962.00		595,990.18			774 NBs from DFW						
7/22/2015	7639	13496*		58,710.00		654,700.18			LT-5848 1,911 DT's						
7/23/2015	7644	13502*		51,300.00		706,000.18			WKS lot - DFW						
7/28/2015	STOCK	13516*		8,816.00		714,816.18			HDDs - DFW						
7/29/2015					300,000.00	414,816.18	Wire to BB&T NT Op Acct								
7/30/2015	7655	13520*	100177	10,100.00		424,916.18			87 - DT's - DFW						
8/5/2015	7662	13536*		110,880.00		535,796.18			1,080 - HP 8100/3GB/160GB - DFW						
8/8/2015	7670	13544*	100178	96,820.00		632,616.18			LT-5877 1,417 DT's						
8/13/2015		13551*	100174	75,000.00		707,616.18			2,652 - DTs - ATL						
8/14/2015	7612	13586* (8/27)	100181	134,459.00		842,075.18			MX EOL-3744 989 DT's, EOL-3750 773 NB's						
8/14/2015					254,673.50	587,401.68	Amex (Gary) - 3%		Total charge - $262,550.00						
8/14/2015	7684	13556*	100176	139,050.00		726,451.68			LT-5886 2,398 DT's						
8/18/2015		13564*	100182	40,465.41		766,917.09			250GBs + NBs DFW						
8/14/2015		13552*	100175	29,880.00		796,797.09			664 - DTs - DFW						
8/25/2015	7704	13580*	100179	51,500.00		848,297.09			LT-5911 1,287 DT's						
8/31/2015					172,500.00	675,797.09									
9/4/2015	7721	13611*		46,250.00		722,047.09			Misc WS - Dell US						
9/10/2015					336,500.00	385,547.09	Wire to BB&T NT Op Acct								
9/11/2015		13628*	100180	118,800.00		504,347.09			1,080 - HP 8100 - ATL						
9/16/2015		13642*		77,000.00		581,347.09			550 - 6200T - ATL						
9/16/2015		13641*	100185	150,000.00		731,347.09			1,140 - DT's, Dell US						
9/18/2015					275,000.00	456,347.09	Wire to Chase NT Op Acct								
9/22/2015	7764	13668*		334,750.00		791,097.09			LT-5936, 2,531 DT's						
9/25/2015					272,702.89	518,394.20	Amex (Gary) - 3%		Total charge - $281,137.00						
9/29/2015	7776	13680*		197,760.00		716,154.20			LT-5959, 1,103 DT's						
9/29/2015	7777	13681*		95,480.00		811,634.20			LT-5977, 1,236 WS's						
9/29/2015	7778	13683*		47,060.00		858,694.20			370 SFF's - ATL						
10/1/2015	7785	13688*		198,573.00		1,057,267.20			LT-5993, 1,483 DT's 8200 i5's	10/20/2015					

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped	POD	BOL	Email SO	Shipping Co.
10/1/2015	7786	13689*		40,479.00		1,097,746.20			LT-5992, 524 WS's - Z200 i3's	10/20/2015				
10/7/2015					293,240.00	804,506.20	Wire to BB&T NT Op Acct							
10/8/2015	7798	13712*		145,250.00		949,756.20			Dell US 1,110 DT's					
10/9/2015	7793	13923*		244,020.65		1,193,776.85			HP MX - 2,157 DT/AIO, 108 WS, 558 - NB	11/27/2015				
10/13/2015	7805	13724*	100196	212,215.00		1,405,991.85			LT-6029, 1,657 NB's	10/19/2015				
10/13/2015					287,120.00	1,118,871.85	Amex (Gary) - 3%		Total charge - $296,000.00					
10/14/2015	7808	13733*		17,160.00		1,136,031.85			130 - 790SFF - PA					Melburn/ Quick X
10/19/2015					350,000.00	786,031.85	Wire to BB&T NT Op Acct							
											POD			
											bot			
10/26/2015	7821	13763*	100198	95,790.00		881,821.85			LT-6062 1,651 DT's	10/26/2015 7822				Blue Shark
10/26/2015	7822	13762*	100199	5,950.00		887,771.85			LT-6043 238 TC's	10/26/2015				
10/26/2015	7827	13760*		123,987.00		1,011,758.85			Dell US 1,110 DT's	10/27/2015				
11/2/2015					300,000.00	711,758.85								
11/10/2015	Stock	13821*		25,950.00		737,708.85			167 - Misc DT's - DFW					
11/13/2015	7862	13856*	100201	74,160.00		811,868.85			LT-6077, 1,588 DT's					
11/13/2015	7864	13855*	100200	1,175.00		813,043.85			235 KBM's					
11/13/2015	7863					813,043.85			AC adapters Sort and settle					
11/17/2015					286,150.00	526,893.85	Amex (Gary) - 3%		Total charge - $295,000.00					
11/20/2015	7883	13858*		19,280.00		546,173.85			216 - 8100, 400 - 250GBs - ATL					
11/20/2015	7887	13862*		141,446.00		687,619.85			1,050 - DTs - Dell US					
11/20/2015	7888	13863*		33,860.00		721,479.85			MOGA					
11/23/2015	7890	13870*		80,810.00		802,289.85			1,618 DT's - OH					
11/24/2015	7433	13874*		2,750.00		805,039.85			550 - HP KBM					
11/30/2015					33,860.00	771,179.85	Deposit Chase NT Op		Pmt for MOGA - SO 13863					
12/4/2015					211,000.00	560,179.85	Wire to BB&T NT Op Acct							
12/8/2015	7915	13917*		226,558.00		786,737.85			LT-6144, 1,926 DT's	12/15/2015				
12/9/2015	7918	13920*		258,000.00		1,044,737.85			LT-6145, 1,642 DT's	12/16/2015				
12/9/2016	7920	13921*		21,570.00		1,066,307.85			892 HP PC and LCD					
12/11/2015	7928	13932*		145,975.50		1,212,283.35			1,110 DT's - Dell US	12/14/2015				
12/11/2015	7931	13934*		158,474.00		1,370,757.35			1,329 DT's - ATL	12/14/2015				
12/11/2015					172,660.00	1,198,097.35	Amex (Gary) - 3%		Total charge - $178,000.00					
12/14/2015						1,198,097.35	Amex (Gary) - 3%		Total charge - $129,000.00 - REVERSED 12/30/15					
12/18/2015					250,000.00	948,097.35	Wire to Chase NT Op Acct							
12/21/2015	7949	13963*		43,200.00		991,297.35			540 - HP8100, 5 - HP8100 - ATL					
1/4/2016	7863	13979*		7,500.00		998,797.35			2500 - AC Adapters					
1/12/2015					400,000.00	598,797.35	Wire to Chase NT Op Acct							
1/12/2016	7995	14015*		77,868.00		676,665.35			LT-6193 1,037 DTs					
1/13/2016		14024*		59,820.00		736,485.35			1,039 DTs NT S-S Stock					
1/15/2016					273,137.45	463,347.90	Amex (Gary) - 3%		Total charge - $281,585.00					
1/15/2016	8006	14035*		153,499.50		616,847.40			1,230 DTs - Dell US					
1/22/2016	8027	14078*		262,650.00		879,497.40			LT-6244, 1,867 DT's					REIGHT LINES
1/26/2016	8033	14083*		67,730.00		947,227.40			444 mixed PC..$28500, and 265-6200T..$135/					
1/27/2016					250,000.00	697,227.40	Wire to Chase NT Op Acct							
2/10/2016	8063	14151*		25,920.00		723,147.40			324 - HP8100					
2/11/2016	8066	14156*		16,560.00		739,707.40			170 - Misc Laptop					
2/17/2016					195,000.00	544,707.40	Wire to BB&T NT Op Acct							
2/17/2016					295,850.00	248,857.40	Amex (Gary) - 3%		Total charge - $305,000.00					
2/18/2016	8077	14174*		176,130.00		424,987.40			LT-6283 1,553 DTs					
2/18/2016	8083	14179*		135,000.00		559,987.40			Dell US 1,020 DTs					
2/19/2016	8086	14184*		13,845.18		573,832.58			77 Dell 7010SFF, I5-3200, 4GB, No HDD, DVD, Win7					
2/22/2016	8091	14192*		66,400.00		640,232.58			778- PC's - Atl					
2/24/2016	8097	14205*		77,000.00		717,232.58			2,613 DT Mixed					
3/11/2016	8132	14270		228,000.00		945,232.58			LT-6324 1,816 DT's					eek
3/22/2016	8165	14302		120,000.00		1,065,232.58			LT-6349 1,420 DT's					SMA TRUCKING
3/22/2016					70,000.00	995,232.58	Wire to Comerica NCP acct							
3/23/2016	8169				14,847.09	980,385.49			C2K Inv 710047 - Memory/CPU's					
3/25/2016					30,000.00	950,385.49	Wire to Chase NT acct							
4/12/2016					253,000.00	697,385.49	Wire to Chase NT acct							

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	POD	BOL	Email	SO	Shipping Co.
3/13/2015					399,393.76	0.00	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP 3/23/15					
3/23/2015	7391	13085*		195,003.72		195,003.72			HPFS Mexico 3,193DT, 640NB, 220WS		Dean			
3/23/2015	7432	13086*		123,450.00		318,453.72			HPFS LT5644 210WS, LT5648 88WS, LT5634 1,278DT					Quik X
3/23/2015	7431	13084*		-2,400.00		316,053.72			Product bought from C2K, sold to HPFS PO PN-004204					
3/23/2015	MULTI	13066*		39,773.52		355,827.24			DT's from Mike in Dallas					Quik X
3/26/2015	7442	13096*	100134	89,280.00		445,107.24			576 HP 8100, 3GB Ram, 160GB HD - NO CD, Win 7 COA					
3/31/2015	7449	13111*	100136	80,250.00		525,357.24			Dell US - 1,020 desktops					FALCON MOTOR XPRESS
3/31/2015	STOCK	13113*		12,012.00		537,369.24			344-250GB, 1200-160GB HDDs					PATCO
4/1/2015	7453	13116*		143,170.00		680,539.24			LT5675 - 115WS, LT5681DT - 1,472 DT					
4/3/2015					123,450.00	557,089.24	Deposit Comerica - moved to BB&T NT Op 4/8/15							
4/6/2015					99,992.00	457,097.24	Wire to BB&T NT Op Acct							
4/7/2015	7462	13130*	100141	124,630.00		581,727.24			LT-5686 DT - qty 1,393					
4/8/2015	STOCK	13132*		6,000.00		587,727.24			1,000 - 160GB SATA					M S TRUCKING
4/8/2015	7466	13133*		44,500.00		632,227.24			WS lot from Mike in Dallas					Vanguard
4/13/2015					252,257.23	379,970.01	Amex (Gary) - 3%		Total charge - $260,059.00					
4/14/2015	7474	13143*		141,110.00		521,080.01			LT5696 DT 1,846, LT5688 WS 161					ROADFAST TRANSPORT
4/14/2015	7475	13144*		47,615.37		568,695.38			Dell CA 240DT, 90PC, 60WS, 8Storage		gary			
4/20/2015	STOCK	13158*		17,780.00		586,475.38			2000 - 160GB, 1445 - 120GB					MS Trucking PRO
4/27/2015					209,723.00	376,752.38	Deposit Comerica - moved to BB&T NT Op 4/27/15							
4/24/2015	7496	13180*		87,550.00		464,302.38			LT-5718 - 1508 used off lease Desktops					KDAC TRANSPORT
4/29/2015	7392 / 7503	13189*		26,690.00		490,992.38			Dell 760_780		Mike/Rico			Vanguard PRO VGS-063341
5/15/2015					229,493.13	261,499.25	Amex (Gary) - 3%		Total charge - $236,590.86					
5/18/2015	7543	13245*		145,088.89		406,588.14			LT-5757 1870 Used off lease desktops					ROUND LAKES CARRIER/ Quick X
5/20/2015	7549	13357*		226,122.08		632,710.22			LT-5764 2300 Used off Lease Desktops					SOKIL TRANSPORT/Quick X
5/21/2015	7551	13359*		39,385.00		672,095.22			233 Dell Opti 390, HDDs - DFW		add[illegible] SO			Fright world
5/28/2015	7565	13376*		162,500.00		834,595.22			Dell US DT/NB lot		Mike/Rico			
6/4/2015	7566	13377*		101,606.41		936,201.63			LT - 5783 1642 Used off lease Desktops					BOSTON CREEK TRANSPORT / Quick X
6/4/2015					25,000.00	911,201.63	Deposit Chase							
6/9/2015					50,000.00	861,201.63	Deposit Chase							

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	POD	BOL	Email	SO	Shipping Co.
6/10/2015	7579	13392*		43,200.00		904,401.63			288 - 8100-3GB/160GB/No CD/Win7COA		AG BOL 172043/Fedex Freight PRO327463130		Adobe Acrobat Document	
6/11/2015	7520	13395*		40,000.00		944,401.63			Lockheed NB_DT Lot	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	SOKIL TRANSPORT
6/11/2015					258,138.41	686,263.22	Amex (Gary) - 3%		Total charge - $266,122.08					
6/11/2015					170,000.00	516,263.22	Wire to BB&T NT Op Acct							
6/17/2015	7586	13402*		91,500.00		607,763.22			LT-5791 - 2,356 DT's	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	GUNTHER TRUCKING
6/19/2015					100,000.00	507,763.22	C2K Ck3315 - Chase							
6/16/2015	STOCK	13399*		17,653.44		525,416.66			MISC SYSTEMS FROM DFW	Adobe Acrobat Document	mike/rico		Adobe Acrobat Document	
6/22/2015	STOCK	13414*		74,820.65		600,237.31			MISC NB FROM DFW		mike/rico		Adobe Acrobat Document	Vanguard PRO VGS-064481
6/22/2015	7594	13417*		185,060.00		785,297.31			LT-5800 2,188 DTs, LT-5802 114 AIOs	Adobe Acrobat Document Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	BOSTON CREEK TRANSPORT
6/25/2015	7599	13425*		43,254.00		828,551.31			LT-5810 1,096 DT's	Adobe Acrobat Document Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	BOSTON CREEK TRANSPORT
6/25/2015					330,000.00	498,551.31	Wire to BB&T NT Op Acct						Adobe Acrobat Document	
6/25/2015	7494	13426*		207,728.73		706,280.04			EOL-3739_2740, 1,920 DT's, 1,241 LCDs, 723 NBs - MX		Adobe Acrobat Document		Adobe Acrobat Document	SGT2000
6/26/2015					0.00	706,280.04	C2K Ck3317 - Chase		$107,000 sent to collections - STOP PAY					
6/26/2015	7601	13431*		114,450.00		820,730.04			1,655 - LCD/DT Lot - ATL	Adobe Acrobat Document	Mike/Rico		Adobe Acrobat Document	
6/29/2015	7602	13433*		55,500.00		876,230.04			1,304 - HP DTs - DFW	Adobe Acrobat Document	Mike/Rico		Adobe Acrobat Document	
7/2/2015	7616	13450*		107,635.00		983,865.04			LT-5822 1,755 DTs	Adobe Acrobat Document	Adobe Acrobat Document	Adobe Acrobat Document	Adobe Acrobat Document	BOSTON CREEK/Quick X
7/4/2015					234,476.86	749,388.18	Amex (Gary) - 3%		Total charge - $241,728.73					
7/10/2015					240,000.00	509,388.18	Wire to BB&T NT Op Acct							
7/14/2015	7625	13464*		76,640.00		586,028.18			LT-5835(-D too) 2,492 DT's	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
7/15/2015					100,000.00	486,028.18	Wire to BB&T NT Op Acct							
7/15/2015	STOCK	13483*		109,962.00		595,990.18			774 NBs from DFW	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
7/22/2015	7639	13496*		58,710.00		654,700.18			LT-5848 1,911 DT's	Adobe Acrobat Document	Adobe Acrobat Document	Adobe Acrobat Document	Adobe Acrobat Document	Quick X
7/23/2015	7644	13502*		51,300.00		706,000.18			WKS lot - DFW		Adobe Acrobat Document		Adobe Acrobat Document	
7/28/2015	STOCK	13516*		8,816.00		714,816.18			HDDs - DFW		Adobe Acrobat Document		Adobe Acrobat Document	
7/29/2015					300,000.00	414,816.18	Wire to BB&T NT Op Acct							
7/30/2015	7655	13520*	100177	10,100.00		424,916.18			87 - DT's - DFW	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
8/5/2015	7662	13536*		110,880.00		535,796.18			1,080 - HP 8100/3GB/160GB - DFW				Adobe Acrobat Document	
8/8/2015	7670	13544*	100178	96,820.00		632,616.18			LT-5877 1,417 DT's	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	POD	BOL	Email	SO	Shipping Co.
8/13/2015		13551*	100174	75,000.00		707,616.18			2,652 - DTs - ATL	Adobe Acrobat Document			Adobe Acrobat Document	
8/14/2015	7612	13586* (8/27)	100181	134,459.00		842,075.18			MX EOL-3744 989 DT's, EOL-3750 773 NB's				Adobe Acrobat Document	
8/14/2015					254,673.50	587,401.68	Amex (Gary) - 3%		Total charge - $262,550.00					
8/14/2015	7684	13556*	100176	139,050.00		726,451.68			LT-5886 2,398 DT's	Adobe Acrobat Document / Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
8/18/2015		13564*	100182	40,465.41		766,917.09			250GBs + NBs DFW	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
8/14/2015		13552*	100175	29,880.00		796,797.09			664 - DTs - DFW		Adobe Acrobat Document		Adobe Acrobat Document	
8/25/2015	7704	13580*	100179	51,500.00		848,297.09			LT-5911 1,287 DT's	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
8/31/2015					172,500.00	675,797.09								
9/4/2015	7721	13611*		46,250.00		722,047.09			Misc WS - Dell US		Adobe Acrobat Document		Adobe Acrobat Document	
9/10/2015					336,500.00	385,547.09	Wire to BB&T NT Op Acct							
9/11/2015		13628*	100180	118,800.00		504,347.09			1,080 - HP 8100 - ATL				Adobe Acrobat Document	
9/16/2015		13642*		77,000.00		581,347.09			550 - 6200T - ATL				Adobe Acrobat Document	
9/16/2015		13641*	100185	150,000.00		731,347.09			1,140 - DT's, Dell US		Adobe Acrobat Document		Adobe Acrobat Document	
9/18/2015					275,000.00	456,347.09	Wire to Chase NT Op Acct							
9/22/2015	7764	13668*		334,750.00		791,097.09			LT-5936, 2,531 DT's	Adobe Acrobat Document / Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
9/25/2015					272,702.89	518,394.20	Amex (Gary) - 3%		Total charge - $281,137.00					
9/29/2015	7776	13680*		197,760.00		716,154.20			LT-5959, 1,103 DT's	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
9/29/2015	7777	13681*		95,480.00		811,634.20			LT-5977, 1,236 WS's	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
9/29/2015	7778	13683*		47,060.00		858,694.20			370 SFF's - ATL				Adobe Acrobat Document	
10/1/2015	7785	13688*		198,573.00		1,057,267.20			LT-5993, 1,483 DT's 8200 i5's	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
10/1/2015	7786	13689*		40,479.00		1,097,746.20			LT-5992, 524 WS's - Z200 i3's	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
10/7/2015					293,240.00	804,506.20	Wire to BB&T NT Op Acct							
10/8/2015	7798	13712*		145,250.00		949,756.20			Dell US 1,110 DT's	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
10/9/2015	7793	13923*		244,020.65		1,193,776.85			HP MX - 2,157 DT/AIO, 108 WS, 558 - NB	Adobe Acrobat Document			Adobe Acrobat Document	
10/13/2015	7805	13724*	100196	212,215.00		1,405,991.85			LT-6029, 1,657 NB's	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
10/13/2015					287,120.00	1,118,871.85	Amex (Gary) - 3%		Total charge - $296,000.00					
10/14/2015	7808	13733*		17,160.00		1,136,031.85			130 - 790SFF - PA			Adobe Acrobat Document	Adobe Acrobat Document	Musket Melburn/ Quick X
10/19/2015					350,000.00	786,031.85	Wire to BB&T NT Op Acct							

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	POD	BOL	Email	SO	Shipping Co.
10/26/2015	7821	13763*	100198	95,790.00		881,821.85			LT-6062 1,651 DT's	POD [illegible] both [illegible] 7822 Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	Blue Shark
10/26/2015	7822	13762*	100199	5,950.00		887,771.85			LT-6043 238 TC's	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
10/26/2015	7827	13760*		123,987.00		1,011,758.85			Dell US 1,110 DT's		Adobe Acrobat Document		Adobe Acrobat Document	
11/2/2015					300,000.00	711,758.85								
11/10/2015	Stock	13821*		25,950.00		737,708.85			167 - Misc DT's - DFW				Adobe Acrobat Document	
11/13/2015	7862	13856*	100201	74,160.00		811,868.85			LT-6077, 1,588 DT's	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
11/13/2015	7864	13855*	100200	1,175.00		813,043.85			235 KBM's		Adobe Acrobat Document		Adobe Acrobat Document	
11/13/2015	7863					813,043.85			AC adapters Sort and settle		Adobe Acrobat Document			
11/17/2015					286,150.00	526,893.85	Amex (Gary) - 3%		Total charge - $295,000.00					
11/20/2015	7883	13858*		19,280.00		546,173.85			216 - 8100, 400 - 250GBs - ATL				Adobe Acrobat Document	
11/20/2015	7887	13862*		141,446.00		687,619.85			1,050 - DTs - Dell US		Adobe Acrobat Document	Adobe Acrobat Document	Adobe Acrobat Document	
11/20/2015	7888	13863*		33,860.00		721,479.85			MOGA		Adobe Acrobat Document		Adobe Acrobat Document	
11/23/2015	7890	13870*		80,810.00		802,289.85			1,618 DT's - OH		Adobe Acrobat Document		Adobe Acrobat Document	
11/24/2015	7433	13874*		2,750.00		805,039.85			550 - HP KBM	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
11/30/2015					33,860.00	771,179.85	Deposit Chase NT Op		Pmt for MOGA - SO 13863					
12/4/2015					211,000.00	560,179.85	Wire to BB&T NT Op Acct							
12/8/2015	7915	13917*		226,558.00		786,737.85			LT-6144, 1,926 DT's	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	
12/9/2015	7918	13920*		258,000.00		1,044,737.85			LT-6145, 1,642 DT's		Adobe Acrobat Document		Adobe Acrobat Document	
12/9/2016	7920	13921*		21,570.00		1,066,307.85			892 HP PC and LCD				Adobe Acrobat Document	
12/11/2015	7928	13932*		145,975.50		1,212,283.35			1,110 DT's - Dell US		Adobe Acrobat Document		Adobe Acrobat Document	
12/11/2015	7931	13934*		158,474.00		1,370,757.35			1,329 DT's - ATL				Adobe Acrobat Document	
12/11/2015					172,660.00	1,198,097.35	Amex (Gary) - 3%		Total charge - $178,000.00					
12/14/2015						1,198,097.35	Amex (Gary) - 3%		Total charge - $129,000.00 - REVERSED 12/30/15					
12/18/2015					250,000.00	948,097.35	Wire to Chase NT Op Acct							
12/21/2015	7949	13963*		43,200.00		991,297.35			540 - HP8100, 5 - HP8100 - ATL	Adobe Acrobat Document			Adobe Acrobat Document	
1/4/2016	7863	13979*		7,500.00		998,797.35			2500 - AC Adapters	Adobe Acrobat Document			Adobe Acrobat Document	
1/12/2015					400,000.00	598,797.35	Wire to Chase NT Op Acct							
1/12/2016	7995	14015*		77,868.00		676,665.35			LT-6193 1,037 DTs	Adobe Acrobat Document	Adobe Acrobat Document		Adobe Acrobat Document	SOKIL

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	POD	BOL	Email	SO	Shipping Co.
1/13/2016		14024*		59,820.00		736,485.35			1,039 DTs NT S-S Stock	Adobe Acrobat Document			Adobe Acrobat Document	
1/15/2016					273,137.45	463,347.90	Amex (Gary) - 3%		Total charge - $281,585.00					
1/15/2016	8006	14035*		153,499.50		616,847.40			1,230 DTs - Dell US				Adobe Acrobat Document	
1/22/2016	8027	14078*		262,650.00		879,497.40			LT-6244, 1,867 DT's		Adobe Acrobat Document		Adobe Acrobat Document	HOLMES FREIGHT LINES
1/26/2016	8033	14083*		67,730.00		947,227.40			444 mixed PC..$28500, and 265-6200T..$135/				Adobe Acrobat Document	
1/27/2016					250,000.00	697,227.40	Wire to Chase NT Op Acct							
2/10/2016	8063	14151*		25,920.00		723,147.40			324 - HP8100				Adobe Acrobat Document	
2/11/2016	8066	14156*		16,560.00		739,707.40			170 - Misc Laptop				Adobe Acrobat Document	
2/17/2016					195,000.00	544,707.40	Wire to BB&T NT Op Acct							
2/17/2016					295,850.00	248,857.40	Amex (Gary) - 3%		Total charge - $305,000.00					
2/18/2016	8077	14174*		176,130.00		424,987.40			LT-6283 1,553 DTs		Adobe Acrobat Document		Adobe Acrobat Document	Blue Shark
2/18/2016	8083	14179*		135,000.00		559,987.40			Dell US 1,020 DTs				Adobe Acrobat Document	
2/19/2016	8086	14184*		13,845.18		573,832.58			77 Dell 7010SFF, I5-3200, 4GB, No HDD, DVD, Win7				Adobe Acrobat Document	
2/22/2016	8091	14192*		66,400.00		640,232.58			778- PC's - Atl				Adobe Acrobat Document	
2/24/2016	8097	14205*		77,000.00		717,232.58			2,613 DT Mixed				Adobe Acrobat Document	
3/11/2016	8132	14270		228,000.00		945,232.58			LT-6324 1,816 DT's		Adobe Acrobat Document		Adobe Acrobat Document	Boston Creek
3/22/2016	8165	14302		120,000.00		1,065,232.58			LT-6349 1,420 DT's		Adobe Acrobat Document		Adobe Acrobat Document	ED WIERSMA TRUCKING
3/22/2016					70,000.00	995,232.58	Wire to Comerica NCP acct							
3/23/2016	8169				14,847.09	980,385.49			C2K Inv 710047 - Memory/CPU's					
3/25/2016					30,000.00	950,385.49	Wire to Chase NT acct							
4/12/2016					253,000.00	697,385.49	Wire to Chase NT acct							

This is Exhibit "CC" referred to in the Affidavit of Dean Salem
sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE
OF
TENNESSEE
NOTARY
PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Levangie, David W.

From:	Levangie, David W.
Sent:	Wednesday, November 30, 2016 4:38 PM
To:	'Dean Salem'
Subject:	FW: Freight forwarding
Attachments:	Listing of records COMPU2000.xlsx

-----Original Message-----
From: Catherine Francis [mailto:CFrancis@mindengross.com]
Sent: Wednesday, November 30, 2016 4:36 PM
To: Levangie, David W. <dlevangie@foglers.com>
Subject: RE: Freight forwarding

David,

Further to your email, I am enclosing an inventory of records found by the Receiver on Compuquest's premises, including the location. You will see that there are six boxes of records from Chaminda Malwatta's office.

If you can identify which of the boxes you wish to review and will undertake to pay $200 per hour for supervisory costs together with actual costs incurred in retrieval and copying, the Receiver would be pleased to make the boxes available for your review and provide photocopies of any flagged documents.

Please confirm your agreement to these terms and advise when you wish to conduct the review.

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

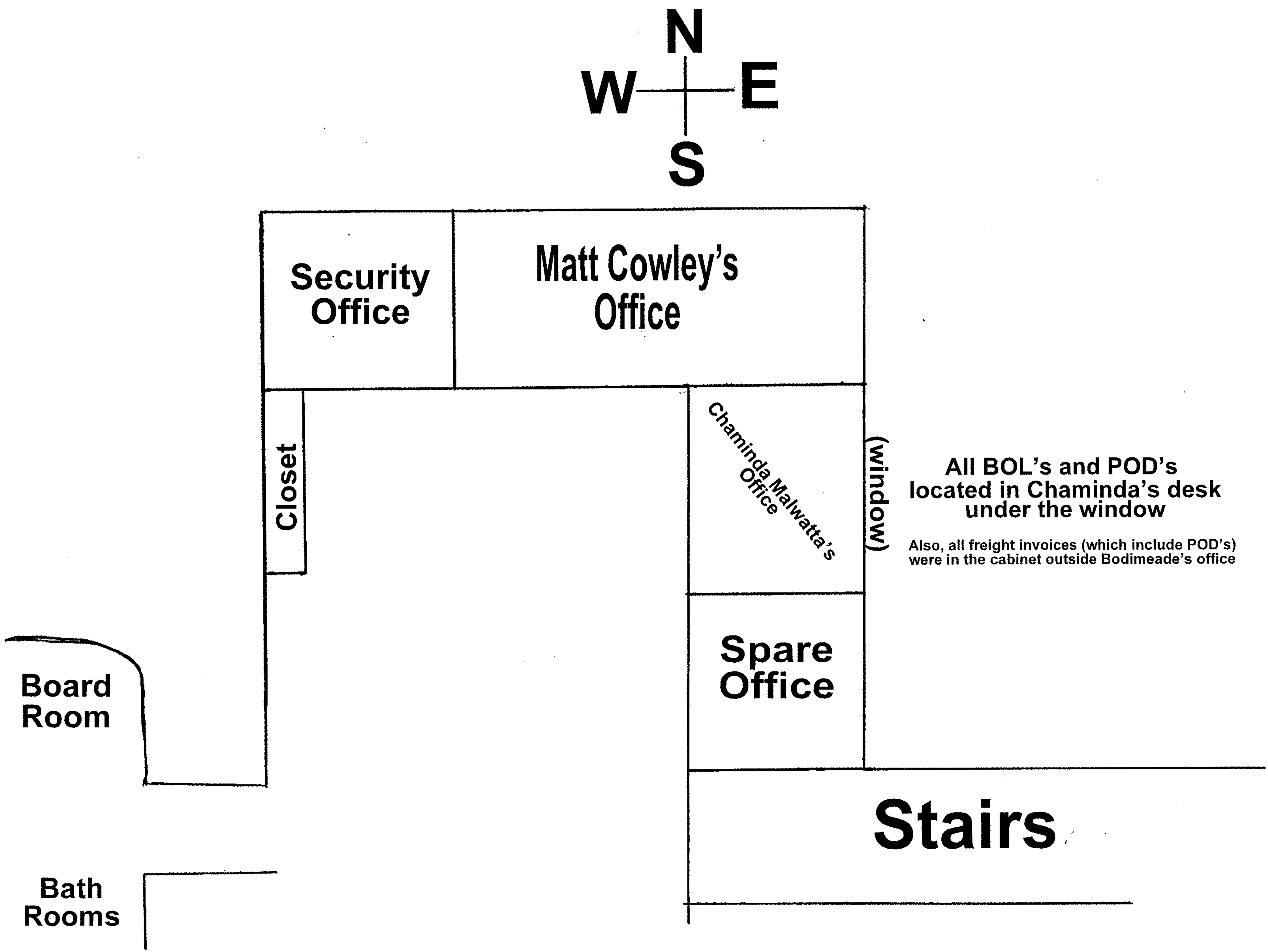
-----Original Message-----
From: Levangie, David W. [mailto:dlevangie@foglers.com]
Sent: Wednesday, November 30, 2016 4:07 PM
To: Catherine Francis <CFrancis@mindengross.com>
Subject: Freight forwarding

Catherine,

Further to my email earlier today, I confirm that the freight forwarding documentation we are seeking was stored in Chaminda Malwatta's desk. We have prepared a diagram of the office space to make it as easy as possible for your client to retrieve the documentation. Please let us know once the search has been conducted and forward us the documentation retrieved.

David W. Levangie
Partner
Fogler, Rubinoff LLP
Lawyers

77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.864.7603
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: dlevangie@foglers.com
foglers.com



N
W
E
S
Security Office
Matt Cowley's Office
Closet
Chaminda Malwatta's Office
(window)
All BOL's and POD's located in Chaminda's desk under the window
Also, all freight invoices (which include POD's) were in the cabinet outside Bodimeade's office
Spare Office
Board Room
Bath Rooms
Stairs

This is Exhibit "DD" referred to in the Affidavit of Dean Salem
sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE
NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Levangie, David W.

From: Catherine Francis <CFrancis@mindengross.com>
Sent: Wednesday, November 30, 2016 4:36 PM
To: Levangie, David W.
Subject: RE: Freight forwarding
Attachments: Listing of records COMPU2000.xlsx

David,

Further to your email, I am enclosing an inventory of records found by the Receiver on Compuquest's premises, including the location. You will see that there are six boxes of records from Chaminda Malwatta's office.

If you can identify which of the boxes you wish to review and will undertake to pay $200 per hour for supervisory costs together with actual costs incurred in retrieval and copying, the Receiver would be pleased to make the boxes available for your review and provide photocopies of any flagged documents.

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

-----Original Message-----
From: Levangie, David W. [mailto:dlevangie@foglers.com]
Sent: Wednesday, November 30, 2016 4:07 PM
To: Catherine Francis <CFrancis@mindengross.com>
Subject: Freight forwarding

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David W. Levangie
Partner
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.864.7603
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852

Email: dlevangie@foglers.com
foglers.com

Compu2000 Box Listing

BOX #	LOCATION
1000	SECOND OFFICE TO THE RIGHT OF GARY
1001	SECOND OFFICE TO THE RIGHT OF GARY
1002	SECOND OFFICE TO THE RIGHT OF GARY
1003	SCOTT MAJOR'S OFFICE
1004	SCOTT MAJOR'S OFFICE
1005	GARY BODIMEADE'S OFFICE
1006	GARY BODIMEADE'S OFFICE
1007	GARY BODIMEADE'S OFFICE
1008	GARY BODIMEADE'S OFFICE
1009	GARY BODIMEADE'S OFFICE
1010	GARY BODIMEADE'S OFFICE
1011	GARY BODIMEADE'S OFFICE
1012	GARY BODIMEADE'S OFFICE
1013	GARY BODIMEADE'S OFFICE
1014	GARY BODIMEADE'S OFFICE
1015	GARY BODIMEADE'S OFFICE
1016	CHAMINDA MALWATTA'S OFFICE
1017	CHAMINDA MALWATTA'S OFFICE
1018	CHAMINDA MALWATTA'S OFFICE
1019	CHAMINDA MALWATTA'S OFFICE
1020	CHAMINDA MALWATTA'S OFFICE
1021	CHAMINDA MALWATTA'S OFFICE
1022	MATT COWLEY'S OFFICE
1023	MATT COWLEY'S OFFICE
1024	OFFICE LEFT OF MATT'S OFFICE
1025	OFFICE LEFT OF MATT'S OFFICE
1026	BLACK FILING CABINETS ACROSS MATT'S OFFICE
1027	BLACK FILING CABINETS ACROSS MATT'S OFFICE
1028	BLACK FILING CABINETS ACROSS MATT'S OFFICE
1029	BLACK FILING CABINETS ACROSS MATT'S OFFICE
1030	BLACK FILING CABINETS ACROSS MATT'S OFFICE
1031	CABINETS IN FRONT OF GARY'S OFFICE
1032	CABINETS IN FRONT OF GARY'S OFFICE
1033	CABINETS IN FRONT OF GARY'S OFFICE
1034	CABINETS IN FRONT OF GARY'S OFFICE
1035	CABINETS IN FRONT OF GARY'S OFFICE
1036	CABINETS IN FRONT OF GARY'S OFFICE
1037	CABINETS IN FRONT OF GARY'S OFFICE
1038	CABINETS IN FRONT OF GARY'S OFFICE
1039	CABINETS IN FRONT OF GARY'S OFFICE
1040	CABINETS IN FRONT OF GARY'S OFFICE

1041 CABINETS IN FRONT OF GARY'S OFFICE

DESCRIPTION	BOX OF
MISC COMPANY FILES	1 OF 3
MISC COMPANY FILES	2 OF 3
MISC COMPANY FILES	3 OF 3
DESK FILES	1 OF 2
FILING CABINET FILES	2 OF 2
DESK FILES AND COMPANY SEAL	1 OF 11
DESK FILES, INTERNAL HARDDRIVES, AND CDS	2 OF 11
MAIL	3 OF 11
MISC DOCUMENTS	4 OF 11
FILES LOCATED IN CREDENSA	5 OF 11
FILES LOCATED IN CREDENSA	6 OF 11
CORP TAX RETURNS AND FINANCIAL STATEMENTS	7 OF 11
CREDENSA FILES	8 OF 11
COMPANY BLANK CHEQUES, CIBC 2009 DEPOSITS, AND MISC PERSONAL DOCUMENTS AND NOTES	9 OF 11
CREDENSA FILES	10 OF 11
MISC LOOSE DOCUMENTS	11 OF 11
MISC LOOSE DOCUMENTS, DEPOSIT BOOKS 2006, 2007, 2010, 2012, 2013, AND 2013 ADP STATEMENT OF EARNINGS AND DEDUCTIONS	1 OF 6
COMPU2000 CUSTOMER FILES WITH BACKUP 2012-2015	2 OF 6
COMPU2000 CUSTOMER FILES WITH BACKUP 2012-2015	3 OF 6
COMPU2000 CUSTOMER FILES WITH BACKUP 2012-2015	4 OF 6
MISC A/P AND A/R	5 OF 6
MISC A/P AND A/R, CHAMINDA HAND WRITTEN NOTES	6 OF 6
DESK FILES, PROPERTY DRAWINGS	1 OF 2
ASBEGUARD EQUIPMENT FILES	2 OF 2
DALAR CONTRATING LIMITED DRAWINGS, FILES, CONTRACTS, CITY NOTICES RELATING TO 1935 SILICONE DRIVE	1 OF 2
DALAR CONTRATING LIMITED DRAWINGS, FILES, CONTRACTS, CITY NOTICES RELATING TO 1935 SILICONE DRIVE	2 OF 2
A/P AND BANKING STATEMENTS PRE 2008, ADP PAYROLL 2007, 2000-2002 PAYROLL	1 OF 5
GOVERNMENT NOTICES AND A/P PRE 2007, SALES BY CUSTOMER 2007, 2000 PAYROLL	2 OF 5
ARCHIVE FILES,	3 OF 5
ARCHIVE FILES, BLANK COMPANY CHEQUES, 2000-2001 CANCELLED CHEQUES	4 OF 5
2011 TIMESHEETS, 2012 A/R, 2011 INVENTORY, 2012-2013 A/P	5 OF 5
2015 A/P	
2014 A/P	
2013 A/P	
2012/2013 A/P	
2012 A/P	
2012 A/P	
2011-2013 A/R	
2011-2013 A/R	
BANK DEPOSIT BOOKS 1999-2002, 2014 A/P,	
HEWLETT PACKARD A/P	

HEWLETT PACKARD A/P

This is Exhibit "EE" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Levangie, David W.

From:	Levangie, David W.
Sent:	Tuesday, January 10, 2017 1:30 PM
To:	'Catherine Francis'
Subject:	RE: Freight forwarding

Catherine,

Happy New Year.

My client wants to review the six boxes of records from Chaminda Malwatta's office, with Mr. Malwatta. Can you please provide me with dates that work from January 17-January 31?

David W. Levangie
Partner
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.864.7603
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: dlevangie@foglers.com
foglers.com

-----Original Message-----
From: Catherine Francis [mailto:CFrancis@mindengross.com]
Sent: Wednesday, November 30, 2016 4:36 PM
To: Levangie, David W. <dlevangie@foglers.com>
Subject: RE: Freight forwarding

David,

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If you can identify which of the boxes you wish to review and will undertake to pay $200 per hour for supervisory costs together with actual costs incurred in retrieval and copying, the Receiver would be pleased to make the boxes available for your review and provide photocopies of any flagged documents.

Please confirm your agreement to these terms and advise when you wish to conduct the review.

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

-----Original Message-----
From: Levangie, David W. [mailto:dlevangie@foglers.com]
Sent: Wednesday, November 30, 2016 4:07 PM
To: Catherine Francis <CFrancis@mindengross.com>
Subject: Freight forwarding

Catherine,

Further to my email earlier today, I confirm that the freight forwarding documentation we are seeking was stored in Chaminda Malwatta's desk. We have prepared a diagram of the office space to make it as easy as possible for your client to retrieve the documentation. Please let us know once the search has been conducted and forward us the documentation retrieved.

David W. Levangie
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Direct: 416.864.7603
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: dlevangie@foglers.com
foglers.com

Proud to be named one of Ontario's Top 10 Regional Firms by Canadian Lawyer magazine 2015-2016

This is Exhibit "FF" referred to in the Affidavit of Dean Salem sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

Levangie, David W.

From: Levangie, David W.
Sent: Friday, January 13, 2017 2:54 PM
To: 'Catherine Francis'
Subject: Bodimeade

Catherine,

May I please hear from you regarding my previous email asking for dates for Dean Salem to review documents?

fogler rubinoff

David W. Levangie
Partner
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
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Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: dlevangie@foglers.com
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This is Exhibit "GG" referred to in the Affidavit of Dean Salem
sworn July 14, 2017

Commissioner for Taking Affidavits (or as may be)

KELLI L. THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 3-31-2018
KNOX COUNTY

From: Catherine Francis <CFrancis@mindengross.com>
Sent: Friday, January 13, 2017 3:29 PM
To: Levangie, David W.
Subject: RE: Bodimeade

I have been that you can attend any time after January 18th to review the six boxes. Please advise of what day you wish to attend and confirm your agreement to the terms set out previously.

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

From: Levangie, David W. [mailto:dlevangie@foglers.com]
Sent: Friday, January 13, 2017 2:54 PM
To: Catherine Francis <CFrancis@mindengross.com>
Subject: Bodimeade

Catherine,

May I please hear from you regarding my previous email asking for dates for Dean Salem to review documents?

fogler rubinoff

David W. Levangie
Partner
Fogler, Rubinoff LLP
Lawyers
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CANADIAN IMPERIAL BANK OF COMMERCE -and- 1299746 ONTARIO INC. o/a COMPUTQUEST2000 et al.

Applicants Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

RESPONDING MOTION RECORD

(VOLUME 1 OF 5)

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