

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

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

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

Respondent

SIXTH REPORT OF THE RECEIVER

July 6, 2017



Grant Thornton Limited
Receiver of the Respondents

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

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INTRODUCTION AND BACKGROUND

1. This report (the “**Sixth Report**”) is being filed by Grant Thornton Limited (“**GTL**”) in its capacity as the receiver (in such capacity, the “**Receiver**”) of 1299746 Ontario Inc. o/a Compuquest2000 (“**Compuquest**”) and 2252709 Ontario Inc. (“**225**”) (together, the “**Debtors**”) and as Receiver of a real property at 7472 Ashburn Road, Whitby, Ontario (the “**Ashburn Property**”). The Sixth Report is being filed supplementary to the Receiver’s Fifth Report dated June 19, 2017.
2. The same defined terms will be used herein as in the Fifth Report, unless otherwise defined.

SCOPE AND TERMS OF REFERENCE

3. In preparing this Sixth Report, the Receiver has relied upon certain unaudited financial information, the Debtors’ records, the Debtors’ bank statements and supporting records received from its financial institutions and other financial information. While the Receiver has performed a preliminary review of available books and records of Compuquest and 225, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with GAAP or IFRS. Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAP or IFRS with respect to such information.
4. This Sixth Report has been prepared for the use of this Court and the Debtors’ stakeholders for the purpose of obtaining approval of the Ashburn Sale Agreement and ancillary relief and to assist the Court in making a determination of the claims by Salem and Norris to an interest in the Ashburn Property. Accordingly, the reader is cautioned that this Fifth Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Fifth Report for any other purpose.

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

ASSIGNMENT OF THE ASHBURN SALE AGREEMENT

6. On June 26, 2017, the purchaser under the Ashburn Sale Agreement assigned all its rights and obligations under the Ashburn Sale Agreement to 1977056 Ontario Inc. A copy of the Assignment is attached as **Appendix "1"**.
7. The principal of the purchaser has advised that he is the sole shareholder of both the Assignor and the Assignee and an officer of each.
8. The Receiver seeks a vesting order in favour of the Assignee.

THE LIEN CLAIM

9. The parcel register for the Ashburn Property includes the following registrations:

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM
DR1436575	2015/12/31	CONSTRUCTION LIEN	\$74,615	REED, SCOTT
DR1437193	2016/1/05	CONSTRUCTION LIEN	\$74,615	REED, SCOTT
DR1449635	2016/02/18	CERTIFICATE		REED, SCOTT

10. A copy of the parcel register is attached as Appendix "2".

11. The Receiver's understanding was that the lien claim of Scott Reed (**"Reed"**) had been paid in full.
12. On receipt of the Receiver's Motion Record returnable on July 17, 2017, Reed advised the Receiver's counsel that he was seeking payment of approximately \$30,000 for "interest" on the indebtedness owing to him.
13. As reflected in the Receiver's Second Report, Reed received payments totalling \$106,481.95 as follows:

Date	Payment
Initial Deposit	\$ 21,118.82
February 22, 2016	\$ 26,000.00
March 1, 2016	\$ 59,363.13
Total	\$106,481.95

14. The first two payments were made directly by Compuquest. The final payment of \$59,363.13 was made from the proceeds of the sale of a trailer belonging to Compuquest.
15. The payments exceed the indebtedness owing to Reed by approximately \$10,000.00.
16. Appendix "3" is an email chain provided by Aimee's lawyer reflecting Reed's claim for interest and the dispute over Reed's entitlement to interest.
17. The Receiver has been advised by Aimee's lawyer that she was never served with a Statement of Claim in respect of Reed's lien claim.

18. As reflected in the email chain, Reed was represented by Joel S. Moldaver ("**Moldaver**"). The Receiver has located in Compuquest's bank records at TD Canada Trust a cheque dated April 26, 2016 in the amount of \$554.97 payable to Moldaver. The re line on the cheque is "Bodimeade Discharge". Although the cheque was deposited by Moldaver, the lien was never discharged. Appendix "4" is a copy of the front and back of this cheque.
19. The Receiver seeks a discharge of the Construction Liens and Certificate, as Reed does not hold a valid and enforceable lien over the Ashburn Property.

THE CLAIMS OF SALEM AND NORRIS

20. On June 23, 2017, in response to the Receiver's Motion Record returnable on July 17, 2017, Salem and Norris resubmitted their claims as secured proofs of claim. The security is described in the amended proofs of claim as follows:

A mortgage over the property municipally known as 7472 Ashburn Rd., Whitby Ontario, L1M2E8 (the "Property"), in the amount of \$1,500,000 to secure a revolving line of credit established in January 2011, and for which a written agreement was prepared and executed by Gary Bodiineade on December 31, 2015, and by Aiinee Bodiineade on March 3, 2016. The Property has an estimated value of \$3,450,000, and the current balance on the revolving line of credit is \$803,585.49 USD.

21. Copies of the amended proofs of claim are attached as Appendix "5".
22. On June 27, 2017, Salem/Norris submitted approximately 130 MB of documents to the Receiver's counsel in support of the quantification of their proofs of claim. The Receiver has not yet reviewed these documents.

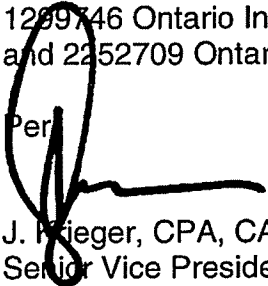
23. The Receiver and Salem/Norris have agreed to submit the issue of the entitlement of Salem/Norris to a mortgage over the Ashburn Property for determination on July 17, 2017.
24. The Receiver is not seeking a determination of the quantum of the proofs of claim at this time.

POSSESSION

25. In order to complete the sale under the Ashburn Sale Agreement, the Receiver is required to deliver vacant possession. The Receiver seeks an Order for possession.

All of which is respectfully submitted to the Court.

GRANT THORNTON LIMITED,
Court-Appointed Receiver of
1289746 Ontario Inc. o/a Compuquest2000
and 2252709 Ontario Inc.

Per 

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

#2813362 v2 | 4099972

ASSIGNMENT of AGREEMENT OF PURCHASE & SALE ("APS")

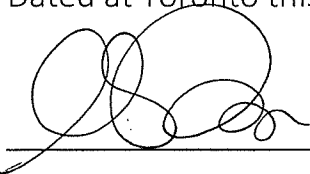
Regarding: 7472 Ashburn Road, Whitby, Ontario

Re: APS dated May 26, 2017

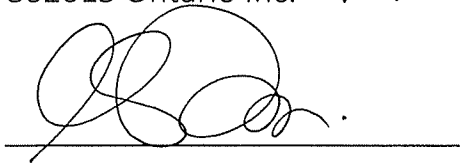
862015 Ontario Inc. ("862015"), "Assignor", hereby agrees to assign to:

1977056 Ontario Limited (Assignee"), all its rights and obligations in the APS, and
1977056 Ontario Limited hereby agrees to assume all the rights and obligations of
the Assignor, in the said APS. The shareholders of the Assignor and Assignee are
the same persons.

Dated at Toronto this 26 day of June, 2017



862015 Ontario Inc. M. Domovitch.



1977056 Ontario Limited
M. Domovitch.



LAND
REGISTRY
OFFICE #40

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

7472 Ashburn Road, Uxbridge

PAGE 1 OF 3

PREPARED FOR KConnell

ON 2016/11/22 AT 06:44:37

234

26578-0082 (LT)

* 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

OWNERS' NAMES

BODIMEADE, AIMEE LYNN

RECENTLY:

RE-ENTRY FROM 26578-0171

CAPACITY SHARE

ROWN

PIN CREATION DATE:

2000/04/07

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.



Ontario ServiceOntario

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OFFICE #40

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

7472 Ashburn Road, Uxbridge

PAGE 2 OF 3
PREPARED FOR KConnell
ON 2016/11/22 AT 06:44:37

235

26578-0082 (LT)

* 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	
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			
DR656812	2007/10/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.	THE BANK OF NOVA SCOTIA		
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			
DR721457	2008/06/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA	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.							

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

7472 Ashburn Road, Uxbridge

236

PAGE 3 OF 3

PREPARED FOR KConnell

ON 2016/11/22 AT 06:44:37

26578-0082 (LT)

* 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	BODINEADE, 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)		BODINEADE, 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

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Subject: Removal of construction lien

From: Gary Bodimeade (garyb@compuquest2000.com)

To: reedridgefarms@gmail.com;

Cc: alan.hogan@on.aibn.com; sprouts5437@hotmail.com; gastern@torlaw.com; andrearobertson27@yahoo.ca;

Date: Tuesday, April 19, 2016 1:24 PM

"Without Prejudice"

Hi Scott,

As I stated last week, we would not be paying any additional interest for the work completed on our property. The over payment of approx. \$10k in more than fair for the time frame you had to wait unexpectedly (as a result of my separation) for payment.

As stated by Alan Hogan, please see below email the rates are deemed "illegal" and as a result, as stated numerous times will not be considered, period.

I would ask that you promptly remove the 2 construction liens for approx. \$185k from our property immediately or I will be forced to bring my own action against you.

Please judge yourself accordingly

Gary Bodimeade

From: Alan Hogan [mailto:alan.hogan@on.aibn.com]
Sent: Friday, April 8, 2016 9:16 AM
To: jmoldaver@cogeco.net
Cc: 'Scott Reed' <reedridgefarms@gmail.com>; 'Gary Bodimeade' <garyb@compuquest2000.com>; 'Lit'l Sprouts' <Sprouts5437@hotmail.com>
Subject: Interest

Attention Mr Moldaver,

"WITHOUT PREJUDICE"

I would like to bring to your attention the interest that your client is charging my client. I have attached the invoice that he has sent out for your perusal. The first months interest was 5% "for the month" and the second month it increased to 7.5% "for the month". Without taking into account the compounding that he is doing these annualized interest rates (on a simplified calculation) correlate to 60% and 90% respectively.

Your client has received approximately \$10,000 in excess of the work that was invoiced for and we would like to suggest that he consider the amount paid in full and to remove the construction lien that he placed on the Bodimeade property.

Please advise us with your decision so that we can either consider the issue closed or so that we can proceed accordingly.

Yours sincerely,

Alan Hogan, CPA

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

Subject: Fwd: Interest

From: Lit'l Sprouts (sprouts5437@hotmail.com)

To: andrearobertson27@yahoo.ca;

Date: Wednesday, April 13, 2016 10:44 AM

Sent from my iPhone

Begin forwarded message:

From: Gary Bodimeade <garyb@compuquest2000.com>
Date: April 13, 2016 at 10:29:11 AM EDT
To: Alan Hogan <alan.hogan@on.aibn.com>, jmolldaver@cogeco.net
Cc: Scott Reed <reedridgefarms@gmail.com>, "Lit'l Sprouts" <Sprouts5437@hotmail.com>
Subject: RE: Interest

Please advise a status update on the below,

Regards

From: Alan Hogan [mailto:alan.hogan@on.aibn.com]
Sent: Friday, April 8, 2016 9:16 AM
To: jmolldaver@cogeco.net
Cc: 'Scott Reed' <reedridgefarms@gmail.com>; 'Gary Bodimeade' <garyb@compuquest2000.com>; 'Lit'l Sprouts' <Sprouts5437@hotmail.com>
Subject: Interest

Attention Mr Moldaver,

“WITHOUT PREJUDICE”

I would like to bring to your attention the interest that your client is charging my client. I have attached the invoice that he has sent out for your perusal. The first months interest was 5% “for

the month" and the second month it increased to 7.5% "for the month". Without taking into account the compounding that he is doing these annualized interest rates (on a simplified calculation) correlate to 60% and 90% respectively.

Your client has received approximately \$10,000 in excess of the work that was invoiced for and we would like to suggest that he consider the amount paid in full and to remove the construction lien that he placed on the Bodimeade property.

Please advise us with your decision so that we can either consider the issue closed or so that we can proceed accordingly.

Yours sincerely,

Alan Hogan, CPA

From: Scott Reed [<mailto:reedridgefarms@gmail.com>]
Sent: Tuesday, April 05, 2016 10:03 PM
To: Gary Bodimeade; Lit'l Sprouts
Cc: Alan Hogan
Subject: Re:

Gary, as per your request, here is a copy of the April 5th invoice and my lawyers contact info.

Joel S. Moldaver

Moldaver and McFadden
121 George St N Box 1387
Peterborough, ON
K9J 7H6

705-743-1801

On Tue, Apr 5, 2016 at 3:17 PM, Gary Bodimeade <garyb@compuquest2000.com> wrote:

Can I please get a copy of our latest invoice and your lawyers contact info, please

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

“Celebrating our 17th year in business”

Subject: Reed Ridge farms

From: Gary Bodimeade (garyb@compuquest2000.com)

To: gastern@torlaw.com; sprouts5437@hotmail.com; andrearobertson27@yahoo.ca;

Date: Tuesday, March 1, 2016 5:32 PM

Another check for \$59363.15 was received today by Scott from Jensen trailers for the sale of the 2 horse Blue Ribbon.

Total payments received to date = \$85363.15

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

Subject: Fwd: Scissor lift

From: Lit'l Sprouts (sprouts5437@hotmail.com)

To: andrearobertson27@yahoo.ca;

Cc: gastern@torlaw.com;

Date: Thursday, February 18, 2016 2:38 PM

This is his way Of being insulting because Scott answered my text and not his. This poor man is so tired of Gary's games and all the run arounds. Do we have anything in writing with regards to the proceeds of this unit and the two horse living quarters, currently at Jenssen Trailers in Oshawa, going directly to pay off the money owed to Scott Reid?

Thanks

Aimee Bodimeade.

Sent from my iPhone

Begin forwarded message:

From: Gary Bodimeade <garyb@compuquest2000.com>
Date: February 18, 2016 at 2:30:52 PM EST
To: Reed Ridge Farms <reedridgefarms@gmail.com>
Cc: sprouts5437@hotmail.com
Subject: Scissor lift

Battlefield was to pick up the scissor lift today or tomorrow and drop a check at the same time. I was informed this am that they need to take the unit back to Brampton and will provide a check at that time, not a big deal other than Aimee is now not letting anything go from the property without a check in hand even though she is not the owner. Good news is I was able to squeeze another few \$1000 of him after Matt confirmed the low hours today, all of which will go to you

Long and the short, you will get a check Monday

Did you also receive my email with regards to the trailer sale? If you prefer to deal with Aimee I am more than happy to focus my efforts elsewhere ☺

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

“Celebrating our 17th year in business”

Reed Ridge Farms

1680 Hayes Line
RR#2 Cavan, ON
L0A 1C0

Invoice

Date	Invoice #
11/5/2015	1526r2

Invoice To
Gary And Aimee Bodimeade 7472 Ashburn Road Brooklin, ON L1M 1L4

Due Date
11/5/2015

Qty	Description	Rate	Amount
	Custom built 16'x60' barn as described in estimate 1521 dated 4/18/2015. less deposit received. (\$84,475.29 - \$21,118.82)	56,067.67	56,067.67
5	modify from estimate - change from 5 windows to 5 Dutch doors	553.39	2,766.95
	addition to estimate - insulate walls	895.00	895.00
	Build custom chicken coop (20% discount on price)	1,845.00	1,845.00
	build custom school bus shelter (20% discount on price)	1,157.00	1,157.00
3	3 triale loads of sand	285.00	855.00
8	8 triaxe loads of clean fill	145.00	1,160.00
	Replace front corner trim on barn	85.00	85.00
	electrical parts charge (beyond \$4000 allowance) for LED lights.	1,200.00	1,200.00
	interest charge for overdue account 30 days from 11/05/15 (5% of outstanding balance)	3,730.79	3,730.79
	interest charge for overdue account 60 days from 11/05/15 (7.5% of outstanding balance)	5,875.99	5,875.99
	interest charge for overdue account 90 days from 11/05/15 (10% of outstanding balance)	8,688.70	8,688.70
	legal fees	2,358.00	2,358.00

Sales Tax Summary

amount owing as of Feb 6th	HST (ON) @ 15.0%	8,890.65
	Total Tax	8,890.65
	Total	\$95,575.75

GST/HST No. 876562422

0 - 30 days	31 - 60 days	61 - 90 days	91 days and over
5%	7.5%	10%	12.5%

**JOEL S. MOLDAVER
PROFESSIONAL CORPORATION**

Barrister, Solicitor, Notary Public

121 George Street North, P.O. Box 1387

Peterborough, Ontario K9J 7H6

Telephone: (705) 743-1801

email: jmoldaver@cogeco.net

facsimile : (705) 743-0397

January 7th, 2016

VIA: Regular Mail (2 Pages)

ROBERTSON MUNRO
Barristers & Solicitors
ATTENTION: ANDREA ROBERTSON
The Elgin Centre
304 Toronto Street, Suite 212
Uxbridge, ON L9P 1Y2

- And -

GARY A. STERN
Barrister & Solicitor
101 Dundas Street West, Suite 305
Whitby, Ontario
L1N 2M2

WITHOUT PREJUDICE

Dear Ms. Robertson and Mr. Stern:

RE: Construction Lien
Scott REED vs Aimee Lynn BODIMEADE & Gary W. BODIMEADE
7472 Ashburn Road, Whitby, Ontario
Our File No.: 100/16

Please be advised that this firm acts on behalf of Scott Reed, a local contractor, he performed work and services on the above-noted lands and premises on behalf of Mr. and Mrs. Bodimeade.

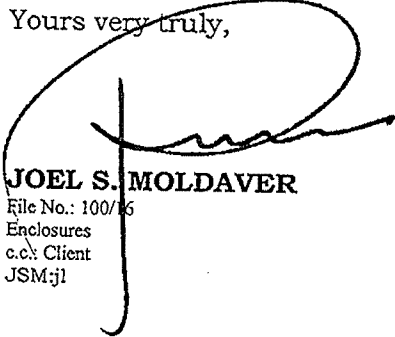
It is my understanding that Mr. and Mrs. Bodimeade have retained separate solicitors and it is for this reason that I am forwarding both solicitors a copy of this Lien, which has now been registered.

Also, please find enclosed a copy of the letter I sent today to Mr. and Mrs. Bodimeade, which is self-explanatory.

If either counsel wishes to speak with me, please do so at your earliest convenience, before **February 1st, 2016**, otherwise my instructions are to pursue the Lien Action which will include issuing a Statement of Claim and registering a Certificate of Action on title and ultimately pursuing a Claim for the sale of the property.

If you would like to discuss this matter with me on behalf on your clients, please telephone my office any time.

Yours very truly,



JOEL S. MOLDAVER

File No.: 100/16
Enclosures
c.c.: Client
JSM:jl

**JOEL S. MOLDAVER
PROFESSIONAL CORPORATION**

Barrister, Solicitor, Notary Public

121 George Street North, P.O. Box 1387

Peterborough, Ontario K9J 7H6

Telephone: (705) 743-1801

email: jmoldaver@cogeco.net

facsimile: (705) 743-0397

January 7th, 2016

Gary W. BODIMEADE
Aimee Lynn BODIMEADE
7472 Ashburn Road
Whitby, Ontario
L1M 2E8

VIA: Regular Mail (1 Page)

WITHOUT PREJUDICE

Dear Mr. & Mrs. Bodimeade:

RE: REED vs BODIMEADE
Construction Lien – Amount owing \$74,615.73
Our File No.: 100/16

Pursuant to instructions received from Mr. Reed, and as a result of non-payment of his account, A Claim for Lien has now been registered against your lands and premises, known as 7472 Ashburn Road, Whitby, Ontario. Enclosed is a copy of the Lien for your reference, which has now been registered as Instrument No.: DR1437193.

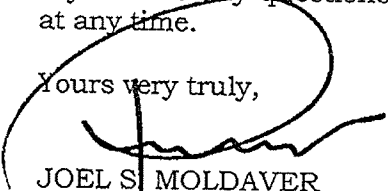
Unless the full amount of this Lien is paid into this office by certified funds or money order on or before **February 1st, 2016**, I have instructions from Mr. Reed to take the next step in this proceeding, which will be to issue a Claim in the Superior Court for the full amount owing, plus interest and costs in order to perfect the Claim Action. At that point, a Certificate of Action will be registered against your lands and premises and in due course, if this matter is not settled, my client will be seeking a court order to have your property sold.

If you wish to avoid this timely and expensive procedure, I urge you to contact the writer immediately and advise when the full amount of Claim will be paid into this office. Once the funds are received, the Lien will be removed from your property.

As a courtesy, I am forwarding a copy of this letter to both your counsel, so that they are apprised of this situation.

If you have any questions or concerns, you are at liberty to contact the writer directly at any time.

Yours very truly,


JOEL S. MOLDAVER

File No.: 100/16

Enclosure - Lien

c.c.: Client

JSM:jl



MIX • MIXTE
Paper from responsible sources
Papier issu de sources responsables
FSC® C004212

1996-5218015

CHEQUE # 10024

\$1,235.84

1299746 ONTARIO INC
129 SAUNDERS DRIVE
PORT HURON, ON N11 3Y1
199-429-1341 FAX 199-429-1329

TO CANADA TRUST
MANULIFE SHIPPING CENTRE
140 HWY 47 AT COLUMBIAN DRIVE
MARIQUET, ONTARIO L3P 1A8

010024

PAY ONE THOUSAND TWO HUNDRED & THIRTY FIVE AND 84/100 1235.84

TO THE ORDER OF RIEZL SANTIAGO

PER [Signature]

04-15-2016

0010024 019962=0041 0625=5218015 0000123584

CHEQUE # 10024

Printer ID# 1021
ID d'Impression 1021

Endorsement - Signature of Stamp
Endossement - Signature de Stamp

1

C.I.B.C.
TORONTO, ONT.
04/15/2016
2300428872

TACT 011016 TOR 20160422224010287506
161002 011 314510011 160422301504642000744
018C 00633 222

BACKVERSO

1996-5218015

CHEQUE # 10016

\$3,600.00

010
22/04/2016
120001740

1299746 ONTARIO INC
129 SAUNDERS DRIVE
PORT HURON, ON N11 3Y1
199-429-1341 FAX 199-429-1329

TO CANADA TRUST
MANULIFE SHIPPING CENTRE
140 HWY 47 AT COLUMBIAN DRIVE
MARIQUET, ONTARIO L3P 1A8

010016

PAY THREE THOUSAND AND 00/100 3000.00

TO THE ORDER OF Scott MESSOR

PER [Signature]

4-22-16

0010016 019962=0041 0625=5218015 0000300000

CHEQUE # 10016

010 22/04/2016 120001740

1299746 ONTARIO INC
129 SAUNDERS DRIVE
PORT HURON, ON N11 3Y1
199-429-1341 FAX 199-429-1329

TO CANADA TRUST
MANULIFE SHIPPING CENTRE
140 HWY 47 AT COLUMBIAN DRIVE
MARIQUET, ONTARIO L3P 1A8

010016

PAY THREE THOUSAND AND 00/100 3000.00

TO THE ORDER OF Scott MESSOR

PER [Signature]

4-22-16

0010016 019962=0041 0625=5218015 0000300000

1996-5218015

CHEQUE # 10025

\$180.00

1299746 ONTARIO INC
129 SAUNDERS DRIVE
PORT HURON, ON N11 3Y1
199-429-1341 FAX 199-429-1329

TO CANADA TRUST
MANULIFE SHIPPING CENTRE
140 HWY 47 AT COLUMBIAN DRIVE
MARIQUET, ONTARIO L3P 1A8

010025

PAY ONE HUNDRED & EIGHTY AND 00/100 180.00

TO THE ORDER OF 412 FITNESS & COACHING

PER [Signature]

4-22-17

0010025 019962=0041 0625=5218015 0000018000

CHEQUE # 10025

03988000103 ID1234 2016-04-22 17 02 00
KeyUnit 180 00
3000231033
189297XXXXXX2340

Printer ID# 1021
ID d'Impression 1021

Endorsement - Signature of Stamp
Endossement - Signature de Stamp

TACT ATN 1802 TOR 20160422224010287506
161002 011 314510011 160422301504642000744
018C 00633 222

BACKVERSO

1996-5218015

CHEQUE # 10017

\$554.97

1299746 ONTARIO INC
129 SAUNDERS DRIVE
PORT HURON, ON N11 3Y1
199-429-1341 FAX 199-429-1329

TO CANADA TRUST
MANULIFE SHIPPING CENTRE
140 HWY 47 AT COLUMBIAN DRIVE
MARIQUET, ONTARIO L3P 1A8

010017

PAY FIVE HUNDRED & FIFTY FOUR AND 97/100 554.97

TO THE ORDER OF JOEL S. MOLDAVER

PER [Signature]

4-26-16

0010017 019962=0041 0625=5218015 0000055497

CHEQUE # 10017

DEPOSIT TO THE CREDIT OF
JESSE K. KODDER
PROFESSIONAL CORPORATION
JESSE 01171 10

00002-002
SCOTIABANK
111 UNITED ST. WEST
PETERBOROUGH, ON

00002-002

Printer ID# 1021
ID d'Impression 1021

Endorsement - Signature of Stamp
Endossement - Signature de Stamp

TACT ATN 1802 TOR 20160422224010287506
161002 011 314510011 160422301504642000744
018C 00633 222

BACKVERSO

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2128393
Estate No. 31-2128393

- FORM 31 -
Proof of Claim

(Sections 60.1, 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.)

Compuquest 2000 and Mr. Gary Bodimeade
(personally) did guarantee the debt with his marital
assets including his interest in the marital estate.

4. (Check and complete appropriate category.)

☒ A. UNSECURED CLAIM OF \$ US\$803,585.49

(other than as a customer contemplated by Section 282 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 \$ US\$803,585.49

That in respect of this debt, I hold assets of the debtor valued at \$ 3,450,000 as security, particulars of which are as follows: See Schedule
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, "A")
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.)

FORM 31 — Concluded

- ☐ 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.)

6. 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/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 20(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

Schedule "A"

The particulars of the security held are as follows:

A mortgage over the property municipally known as 7472 Ashburn Rd., Whitby Ontario, L1M2E8 (the "Property"), in the amount of \$1,500,000 to secure a revolving line of credit established in January 2011, and for which a written agreement was prepared and executed by Gary Bodimeade on December 31, 2015, and by Aimee Bodimeade on March 3, 2016. The Property has an estimated value of \$3,450,00, and the current balance on the revolving line of credit is \$803,585.49USD.

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
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4. (Check and complete appropriate category.)

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- ☐ That I hereby make a claim under subsection 81.5 of the Act in the amount of \$_____.
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(To be completed when a proposal provides for the compromise of claims against directors.)

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(Give full particulars of the claim, including the calculations upon which the claim is based.)

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- ☐ 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: 214-697-7838
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.

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B E T W E E N

CANADIAN IMPERIAL BANK OF COMMERCE

-and-

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

Applicant

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

SIXTH REPORT OF THE RECEIVER

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2

Catherine Francis (LSUC# 26900N)
cfrancis@mindengross.com
Tel: 416-369-4137
Fax: 416-864-9223

Lawyers for Receiver, Grant Thornton Limited