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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

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

Respondents

AFFIDAVIT OF AIMEE BODIMEADE
DATED JUNE 20, 2017

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

1. I am the registered owner of the property municipally known as 7472 Ashburn Road, Whitby, Ontario ("the Ashburn Property"), and as such have an interest in the within application.

2. Gary Bodimeade is my spouse ("Gary"). We were married on July 26, 1997 and are currently separated. Gary is not currently residing in the Ashburn Property, however neither of us has commenced matrimonial proceedings in court and we do not have any domestic contracts as defined by the Family Law Act.

3. I took title to the Ashburn Property on September 28, 2007. I insisted that title to the Ashburn Property be registered in my name. After Gary was charged with fraud, I felt that I had to protect my children and myself from further financial instability with Gary.

4. 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.

5. I have been out of the workforce since our first child, Nicholas was born, in 1999. I stayed at home and raised our children, and tended to our horses, livestock and the property.

6. On January 5, 2016, I received an email from Dean Salem, introducing himself to me and telling me that if I didn't sign a revolving line of credit agreement, he would no longer be able to supply product to Compuquest. I had not met Dean Salem before. Mr. Salem sent additional emails to me on January 11, 2016 and January 29, 2016, making the same demands. The email chain is attached as Exhibit A.

7. On February 3, 2016, Mr. Salem sent me another email. In his email, Me. Salem stated "I have already sold Compuquest's orders for February 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 COB basis for all future transactions." The email is attached as Exhibit B.

8. On Ferbuary 11, 2016, Gary and I attended mediation to deal with the issues arising from our separation. At the mediation, I agreed that I would sign the Revolving Line of Credit Agreement ("RLOC Agreement"), on the basis that I would not personally guarantee the line of credit. My liability would be limited to the assets set out in the RLOC Agreement. We also agreed that the liability on the matrimonial home would be limited to $1,000,000 CDN from Gary's share of the home.

9. Through February, 2016, Gary was putting a lot of pressure on me to sign the RLOC Agreement in order to "save" Compuquest.

10. On March 3, 2016, my lawyer wrote to Gary's lawyer requesting changes to the RLOC Agreement. The changes were set out in her letter dated March 3, 2016 and attached as Exhibit C.

11. My lawyer also sent correspondence by email setting out the changes made to the RLOC Agreement. Gary signed and returned the email stating "I confirm the above." The email is attached as Exhibit D.

12. The RLOC Agreement is attached as Exhibit E. The words "both personally and" were struck from the RLOC Agreement, as I did not agree to be personally liable for the line of credit.

13. The King Aire RV was struck from the RLOC Agreement because it had already been sold and Gary and I had agreed that the proceeds of sale would be divided evenly between us. Despite this agreement, Gary paid the proceeds of sale to Dean Salem, in the amount of approximately $253,000 USD.

14. In the email of March 3, 2016, Gary confirmed that the one million dollars leveraged on the home was from Gary's share only and not my share.

15. After I signed the RLOC Agreement, it became clear to me that Gary and Dean Salem did not have a normal business relationship.

16. 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.

17. Shortly after that, our next door neighbour, Lydia Hartley, who is a real estate agent, told me and I verily believe, that Gary asked her if I would be able to sell the house if he could find a way to put a million dollar lien on the house. Lydia told him that she didn't think I would be able to sell the house in that circumstance.

18. On April 15, 2016, Gary's lawyer, Gary Stern, wrote to my lawyer and stated: "the house has been valued at $3.2 million with a $978,000 mortgage. Your client's share from a sale of the matrimonial home would be approximately $1 million. With those funds secure for your client, my client would like to sell the small RV and truck that go with it." It was clear that Gary agreed that the collateral on the RLOC Agreement was over his share of the home only. The letter is attached as Exhibit F.

19. On May 11, 2016, I received an email from Gary requesting that I agree to register the RLOC on title. Gary referred to the collateral as "$1 million of my equity", acknowledging that the agreement was over his equity in the home only. The email is attached as Exhibit G.

20. In early July, 2016, Gary spoke to the children about meeting Dean Salem. He wanted the children to meet the man who was going to, in his words, "save our family".

21. In August, I met with Gary and Dean Salem. Gary told me that Dean Salem wanted to help us find a resolution to the property issues. Dean suggested a plan whereby Gary would move out of the home, and Dean would cover the costs of the home until the bankruptcy was discharged. But Gary wouldn't agree to move out of the home, so I started looking at options to move out.

22. With Dean's offer of assistance in mind, I looked for homes so I could move out and Gary could remain in the home. I found a home that I could purchase for $1.2 million. Dean proposed a plan whereby he would lend me $800,000 - $700,000 to put down on the home, and $100,000 to pay for expenses. I would borrow the remaining $500,000 from a bank. He would then pay me $200,000 over the next two years, and Gary would take over these payments as support once his bankruptcy was discharged. In exchange for this, I would register encumbrances on the Ashburn Property in favour of Dean, for $2 million.

23. Between August 30, 2016 and September 1, 2016, I communicated with Dean Salem about his proposals. He referred to himself as a "benefactor who is willing to help you financially shoulder this burden until we can get the most advantageous time to cash you out of your property". The email chain is attached as Exhibit H.

24. I signed the RLOC Agreement specifically on the basis that it was only over the collateral shown in the agreement, and that the $1 million collateral on the Ashburn Property was over Gary's share of the property only.

25. I intentionally struck the words "both personally and" from the RLOC Agreement, because I didn't agree to be personally responsible for any debt Compuquest owed to Dean Salem or Norris Technologies.

26. Since the email from Dean Salem dated February 3, 2016, in which he states that all further product will be shipped COD, Compuquest paid to Dean Salem and Norris Technologies sufficient funds to cover any debt that may have been owed by Compuquest, including the proceeds of the King Aire RV.

27. I make this Affidavit in support of the motion to have the Application of Dean Salem and Norris Technologies dismissed, and for no other or improper purpose.

(6)

Sworn before me at the Town of Uxbridge in the Regional Municipality of Durham, on June 20, 2017.	
Commissioner for Taking Affidavits	AIMEE LYNN BODIMEADE

7

EXHIBIT A

to the Affidavit of Aimee Lynn Bodimeade
sworn June 20, 2017

A Commissioner, etc.

Subject: Fw: Introduction / Compuquest Business
From: Lit'l Sprouts (sprouts5437@hotmail.com)
To: andrearobertson27@yahoo.ca;
Date: Thursday, January 26, 2017 1:45 PM

From: Lit'l Sprouts <sprouts5437@hotmail.com>
Sent: January 29, 2016 4:41 PM
To: Andrea Robertson
Subject: Fwd: Introduction / Compuquest Business

Sent from my iPhone

Begin forwarded message:

From: Gary Bodimeade <garyb@compuquest2000.com>
Date: January 29, 2016 at 4:39:04 PM EST
To: "Lit'l Sprouts" <sprouts5437@hotmail.com>, Andrea Robertson <andrearobertson27@yahoo.ca>
Cc: gastern@torlaw.com
Subject: RE: Introduction / Compuquest Business

Without Prejudice

This is the first time I have seen this email from Dean?

With your ignorance and total dis-regard to this matter will now in all likely hood cost us the company I have worked my ass off to build for 18 years.

In addition, I go the shit kicked out of me this morning by three directors of CIBC of which I will have a "letter of Concern" sent to me within a week stating the banks concerns and immediate action items that will need to take place in order to have the line renewed.

I applaud you for turning a blind eye and totally neglecting your responsibilities to the company and our children.

Thank You

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,

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 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

EXHIBIT B

to the Affidavit of Aimee Lynn Bodimeade
sworn June 20, 2017

A Commissioner, etc.

(13)

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

(4)

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.

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 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

<PROMISSORY NOTE A BODIMEADE.pdf>

<PROMISSORY NOTE G BODIMEADE-executed.pdf>

(17)

EXHIBIT C

to the Affidavit of Aimee Lynn Bodimeade
sworn June 20, 2017

A Commissioner, etc.

18

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 (l) 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

20

EXHIBIT D

to the Affidavit of Aimee Lynn Bodimeade
sworn June 20, 2017

A Commissioner, etc.

Gary Bodimeade

From: Andrea Robertson
Sent: Thursday, March 3, 2016 5:24 PM
To: Gary A. Stern
Cc: Lit'l Sprouts; garyb@compuquest2000.com
Subject: Bodimeade

Gary,

Aimee has signed the Revolving Line of Credit Agreement with a few changes as follows:

1. I have changed the word "his" to "her" in the second paragraph;

2. I have deleted the King Aire from the collateral list because the parties have sold it and have agreed to divide the proceeds equally between them;

3. I changed the currency in the maximum house collateral to one million dollars Canadian rather than US$;

4. I removed the words "both personally and" from the first line of the fourth paragraph.

Please confirm in writing that the one million dollars leveraged on the home is from Gary's share only and not Aimee's share; and that the proceeds of sale of the King Aire will be divided equally between the parties. I will then forward the signed copy of the RLOC Agreement.

Andrea.

Sent from my iPhone

I CONFIRM THE ABOVE.

MARCH.3.16

(28)

EXHIBIT E

to the Affidavit of Aimee Lynn Bodimeade
sworn June 20, 2017

A Commissioner, etc.

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

24

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 ____________________

Sworn to and subscribed before me this ________ day of ________________, 20_____.

[notary's signature & seal]

My commission expires: ____________________

EXHIBIT F

to the Affidavit of Aimee Lynn Bodimeade
sworn June 20, 2017

A Commissioner, etc.

26

GARY A. STERN

Barrister & Solicitor

MEDIATION & ARBITRATION
COLLABORATIVE FAMILY LAWYER
PRACTICE RESTRICTED TO FAMILY LAW

April 15, 2016

VIA FAX – (905) 862-2391 – 4 pages

Andrea Robertson
ROBERTSON, MUNRO
Barristers and Solicitors
304 Toronto Street South
Suite 212
Uxbridge, Ontario
L9P 1Y2

Dear Ms. Robertson:

Re: Aimee Bodimeade and and Gary Bodimeade – Separation

Further to our conversation on Thursday April 14, 2016, I have now had the opportunity to speak with my client about the issues raised in your two (2) letters of April 12, 2016 and in our discussion. Please find set out below my client's responding position. I am truly hoping that we can resolve the outstanding issues and move this matter forward, as we have done in the past.

1. With respect to the business, as you are aware, the CIBC has recalled their line of credit and my client is in the process of trying to negotiate a Forbearance Agreement with the CIBC in order to preserve the business. As I indicated to you, Grant Thornton has been hired by the CIBC to audit the business and only after their evaluations will more movement be made towards reaching a Forbearance Agreement. In fact, my client has advised me that Grant Thornton is coming on Friday, April 15, 2016 to the business to do the audit. As I indicated to you in our call, you and/or your client are more than welcome to attend. Further, as stated in our earlier correspondence, and in an effort to be transparent about the financial situation that the business is facing, my client would like for you and your client to come meet with Alan Hogan (the business' Chartered Accountant) with a neutral third party professional of your choosing at the business, to have him explain the financial state of the business, and provide any documentation you may wish to see. My client's position is that he wants to try and preserve the

Please reply to Main Office e mail: gastern@torlaw.com
Main Office: 1938 Avenue Road, Toronto, Ontario, M5M 4A1 t. 416.780.0199 f. 416.780.0155
Branch Office: 101 Dundas Street West, Ste 305, Whitby, Ontario, L1N 2M2, t. 1.800.678.6705 f. 905.668.9994

business so that he can minimize the changes to all of their lives as much as possible. All of my client's actions and efforts are being directed towards resolving the financial situation and moving matters forward in a positive direction to the benefit of both of our clients.

2. With respect to your client's concerns about selling assets and being left with no funds, firstly, the sole purpose of my client trying to sell off assets is to try and keep the business afloat. The money from the sale of assets is being directed back into the business, to reduce the debt as much as possible so that my client can negotiate the Forbearance Agreement with the CIBC. Secondly, there is significant equity in the Matrimonial Home; the house has been valued at $3.2 million with a $978,000 mortgage. Your client's share from a sale of the Matrimonial Home would be approximately $1 million. With those funds secure for your client, my client would like to sell the small RV and truck that goes with it. Your client does not does not use this RV and truck regularly and, at the moment, nobody except for my client is insured to drive them. It would cost $2,500 to renew the stickers, which is not an expense my client can afford, given the current situation with the business. Selling these items would save the company another $4,300 per month, and your client would still have access to other means for transporting the horses, being the two (2) horse trailer that remains as well as transport companies that your client has been in contact with.

3. Further In an effort to do everything possible to save the business, for both of our respective client's benefit, my client has sold the CAT 420, CAT 299, CAT 242, and his Mercedes s63, all of which your client was aware of in advance, and none of which were used by your client or in her name. These items were in my client's name or the company name. The parties also agreed to sell the two (2) horse trailer and the King Aire, which your client had wanted him to sell for some three (3) years and which was finally sold for $505,000 (US). To date, the sale of these items has saved the company approximately $31,000 (CND) monthly.

4. On the issue of the sale Matrimonial Home, my client has been speaking with numerous people to determine what the possibilities are for him to purchase you client's share of the home from her. Of course, this is contingent on whether or not the business can continue, and on his other obligations. The only reason he is thinking about purchasing your client's interest is to provide the children with stability. He believes he will know whether or not he will be able to purchase your client's interest in the home within the next two (2) weeks or so.

5. With respect to the issue that you raised about my client allegedly going to a concert with six (6) people and paying the costs of the concert and for an overnight stay for all of them, this is not correct. My client apparently went to a concert with a friend and two (2) of her friends. He only paid for himself and his friend. The other two (2) people paid for themselves.

6. On the issue of the current situation in the Matrimonial Home, my client advises as follows:

    a. With respect to their son, Nicholas, my client advises me that he is hardly at home as he is out almost each night with his girlfriend. Further, Nicholas is not speaking to either of our respective clients, nor has he spoken to my client about the current situation. Nicholas is seventeen (17) and has made it clear that he does not want to get involved, which my client has respected.

    b. My client keeps any interaction with your client to a bare minimum when they are in the Matrimonial Home at the same time. He rarely speaks to your client or sees her when he is at home. Furthermore, as I understand it, neither party has been violent towards one another nor threatening.

    c. On this issue of drinking, both of our clients, as I understand it, quit drinking at the same time, approximately eleven (11) years ago. While you state that my client has resumed drinking, you should also be aware that my client believes that your client has resumed drinking, as she has a liquor cabinet in her room. Further, if my client chooses to have one (1) or two (2) beers when not at the Matrimonial Home, he has made it a priority of not coming home.

    d. My client advises that he has spoken to all three (3) children to ask whether or not they are afraid of him and they have indicated very clearly, and in no uncertain terms, that they are not nor have they been.

7. With respect to the basement repairs and the leak in the basement, my client has advised me that he has only recently been copied on the e-mails with Mark Jackson, the insurance appraiser. It is my clients' understanding that your client has been involved in all communications from the beginning. My client has only been provided updates with respect to what is happening; he has not made any decisions on your client's behalf. My client made a suggestion that the basement be returned to its original state (with hardwood floors, and not laminate flooring) so as not to devalue the home. My client advises me that the insurance company valued the repairs at $53,000. It is my clients' understanding that the floor needs to be redone, the dry wall needs to be repaired and the cabinets may need to be repaired. My client believes that the repairs can be done for approximately $30,000-$35,000, which would leave money left over from what would be received from the insurance company.

29

If you would like to speak to me further, I would be happy to arrange a conference call. I have your latest letter of April 14, 2016, which has been sent to my client. We will send you and your client the information that was requested as soon as possible.

Yours very truly,

Gary A. Stern
GAS/km
c.c. Client

EXHIBIT G

to the Affidavit of Aimee Lynn Bodimeade
sworn June 20, 2017

A Commissioner, etc.

Subject: Fwd: Paperwork for Dean

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

To: andrearobertson27@yahoo.ca;

Date: Wednesday, May 11, 2016 10:58 AM

Sent from my iPhone

Begin forwarded message:

> **From:** Gary bodimeade <gbodimeade@gmail.com>
> **Date:** May 11, 2016 at 10:37:51 AM EDT
> **To:** Sprouts5437@hotmail.com
> **Subject: Paperwork for Dean**
>
> Dean is planning a trip to come up next week and to either meet you or hire an attorney to enforce his RLC agreement.
>
> the only way this can be avoided is to allow him to put the $1million of my equity on the house, of which has already been agreed to. he is not asking for more that what has already been agreed to by both of us.
>
> I talked with Greg Azeff and i have been assured that this in no way will affect the banks position with the house and in turn will protect me if need be.
>
> I am more than happy to give you and Andrea my insolvency info so you can speak directly to him.
>
> even though Compuquest is gone, I will still need Deans support moving forward whether i work for CDI or anyone else within this industry.
>
> Please talk with Andrea and let me know

EXHIBIT H

to the Affidavit of Aimee Lynn Bodimeade
sworn June 20, 2017

A Commissioner, etc.

Subject: Fw: re[4]: Thank-you

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

To: andrearobertson27@yahoo.ca;

Date: Thursday, January 26, 2017 1:58 PM

From: Lit'l Sprouts <sprouts5437@hotmail.com>
Sent: September 1, 2016 2:16 PM
To: gbodimeade@gmail.com
Subject: Fwd: re[4]: Thank-you

Sent from my iPhone

Begin forwarded message:

> **From:** Dean Salem <dean@norris1.com>
> **Date:** September 1, 2016 at 2:14:24 PM EDT
> **To:** Aimee Bodimeade <sprouts5437@hotmail.com>
> **Subject: re[4]: Thank-you**
>
> Aimee,
>
> Your postion has not deteriorated in any way. You are in a difficult position, but it has great potential for a positive outcome. In me, you have a benefactor who is willing to help you financially shoulder this burden until we can get to the most advantageous time to cash you out of your property. In my professional opinion, and I have been in these exact positions before, now is not the time to make a hasty, rash decision to squeeze a few dollars out of the situation. You will be short changing yourself and your family.
>
> Regarding the trustees - they do not have the ability to help you in any way - financially or otherwise. The trustees have only 1 interest - to secure money for the bankruptcy. Every dollar they secure is 1 less dollar you and your family will receive. You can speak to them at your discretion, but I would not advise it. They have caused enough damage already.
>
> Aimee - you live in a beautiful home with three lovely children. I get that you want to

move on, but the point is, your current situation is not bad. Hurrying the process is going to make it considerably worse. Patience, determination, and calculated perseverance in cutting back will serve you in both the short term AND when we can get you into a different property. Rash, impulsive decisions will be destructive in the long run.

Unfortunately, I do not have all the answers and I have to consult with my attorneys to devise the best strategy to move forward. I know and understand the situation and I have asked the questions to ask to get us there. As soon as I receive the answers, we will be able to set a sound plan in motion.

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

---------- Original Message ----------

FROM: Lit'l Sprouts <sprouts5437@hotmail.com>
TO: Dean Salem <dean@norris1.com>
CC:
DATE: Thu, 1 Sep 2016 17:15:44 +0000

SUBJECT: Re: re[2]: Thank-you

Dean I don't expect you to pay for anything especially luxuries .. Really this is not your problem and I am genuinely appreciative of your efforts. I am simply trying to figure out weather or not we will be coming to some sort of arrangement as I am out of resources. I was speaking to my lawyer this morning and I know she has been holding the trustees at bay. I have asked her to try to contact your council as well as Gary's.
I am in a very bad position and my options are very limited at this time. I cannot support my family in my current situation and if we are unable to come to some sort of arrangement I am going to have no choice but to try to come to some arrangement with the trustees and the courts. I have tried to explain this to Gary ... I want him to be able to stay in the house and the last thing I want to do is to uproot my kids but I can't go on like this.
I have told Gary that I have no problem signing to secure your lean, remaining on title for this place and whatever else we need to do to make this work ... Believe me, I want it to work. I am just hanging here. Everyday is another day that the situation gets worse ...
Please give me a call when it is convenient. I am just trying to be part of the solution.
I hope you enjoy the time with your family
Sincerely
Aimee

(905)626-9544
Sent from my iPhone

On Sep 1, 2016, at 12:02 PM, Dean Salem <dean@norris1.com> wrote:

Aimee,

As I said in our meeting, I am willing to help with the mortgage and hydro payments as long as we add them to the debt and we have a signed, uncontested mortgage. I am not, however, willing to pay for luxury items.

I am working with a real estate attorney to gather more information about the purchase of the property so that we can create an offer and work toward an achievable goal. What I can't do is proceed without the proper due diligence and potentially put myself in a worse position than I am in now. I wish I could snap my fingers and make everything perfect in an instant, but that is not realistic. I am willing to help you through this for the best possible outcome, but you will have to buckle down and do your part in order for us to succeed.

This is a holiday weekend in the US and I have family in town, but I have been in regular contact with the attorneys. I will have info to you as soon as it is available.

Regards,

Dean Salem

Norris Companies

(865)426-9615 Phone

(214)697-7638 Text/Whatsapp

sumackis: Skype, AOL IM

---------- Original Message ----------

FROM: Lit'l Sprouts <sprouts5437@hotmail.com>

TO: Dean Salem <dean@norris1.com>

CC:

DATE: Wed, 31 Aug 2016 17:05:08 +0000

SUBJECT: Re: Thank-you

I understand ... This has been such a mess. Unfortunately time is something I don't have anymore. The house is too much for me to carry and I am coming to the end of my resources.

I will talk to Gary .. Maybe he can help you find the paperwork for the trustees. I haven't heard anything from them in quite a while and I'm really hoping that they have collected a significant amount from the sale of the building andits contents.

It's just such a crappy situation and If I don't do something soon I'm going to loose everything. I wouldn't wish this on anyone. I know Gary would really like to stay in the house if we can swing it but he isn't able to be much help with the bills right now and the stress is starting to affect my health. I really need to see light at the end of the tunnel .. I feel like I'm drowning.

Please let me know something soon if you can

Aimee

Sent from my iPhone

On Aug 31, 2016, at 12:21 PM, Dean Salem <dean@norris1.com> wrote:

Aimee,

Sorry for the delay. I have been working with my attorney and another real estate attorney to come up with the best solutions. In addition, I have had to dig up all the documentation for all transactions with Compuquest 2000 from 03/23/15 for the trustees. It has been a lot of additional work on top of already busy days. I am working on this as quickly as I can. I will forward more information as soon as it is available. Nothing has changed on my end, but there are a lot of moving parts and it is taking some time.

Regards,

Dean Salem

Norris Companies

(865)426-9615 Phone

(214)697-7638 Text/Whatsapp

sumackis: Skype, AOL IM

---------- Original Message ----------

FROM: Lit'l Sprouts <sprouts5437@hotmail.com>

TO: "dean@norris1.com" <dean@norris1.com>

CC:

DATE: Tue, 30 Aug 2016 21:54:24 +0000

SUBJECT: Thank-you

Hello Dean,

I hope all is well with you and your family and you are enjoying what's left of the summer. The kids start back to school here next week and I have to admit I am looking forward to some peace and restored schedules.

I wonder if you have had a chance to come up with any ideas to move forward. I'm sure Gary has told you that my estate agent showed me a property last week that I really think would work for us. It is close enough that Gary and I could share custody and the kids would not have to change schools. There is room for everyone and would require very little work to make it home. It would have an extra 10 horse stalls too for extra income. I really like this place ... It felt like home to me and I am so afraid that if I don't move on it soon it will sell.
Property's with nice homes and room for our horses are very hard to find in this area within my budget. I really think I could make a life with my kids there.

Anyway, I appreciate all your trying to do for us and I hope we can work something out soon.

Take care

Aimee

Sent from my iPhone

CANADIAN IMPERIAL BANK OF COMMERCE -and-
Applicant

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

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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

PROCEEDING COMMENCED AT Toronto

AFFIDAVIT OF AIMEE BODIMEADE

DATED JUNE 20, 2017

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

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

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