Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE JUSTICE	)	**TUESDAY, THE 9TH**
GLUSTEIN	)	**DAY OF AUGUST, 2016**
	)	(Signed August 10, 2016) BG

B E T W E E N:

(Court Seal)

DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

ORDER

THIS APPLICATION, made by the Applicants, for an Order of this Court seeking declaratory and other relief, was heard this day at Toronto, Ontario.

ON READING the Affidavit and Supplementary Affidavit of Dean Salem, and the Exhibits attached thereto and upon hearing submissions of counsel for the Applicants and Respondent,

1. THIS COURT ORDERS that the within application be adjourned to a date to be determined by the parties.

2. THIS COURT FURTHER ORDERS and directs 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 $1,000,000.00 on title to the property municipally known

as 7472 Ashburn Road, Whitby, Ontario, L1M 2E8 and 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

until further order of the court, and without prejudice to either party's position on the validity or quantum of the charge/mortgage, which is to be determined at the return of the within application.

3. THIS COURT FURTHER ORDERS the Applicants to serve a copy of this Order, the accompanying endorsement and the application record on the trustee for the Respondent's husband and the receiver for the Respondent's husband's corporation.

4. THIS COURT FURTHER ORDERS the Respondent to pay the Applicants their costs of the August 9, 2016 attendance in the amount of $300 inclusive of tax, within 30 days.

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

AUG 1 1 2016

PER / PAR:

Justice Glustein

SALEM VS. BODIMEADE

(Short Title of Proceedings)

Court File No CV-16-55528

SUPERIOR COURT OF JUSTICE
Proceedings commenced at Toronto

ORDER

(Name of Document)

(Name, Address & Telephone No.
of Lawyer or Party
(Law society registration number of lawyer)

FOGLER RUBINOFF
77 KING ST. W
STE 3000, BOX 95
TORONTO ONT
DAVID LEVANGIE

Appendix 19

Oros, Jan

From: Alan Hogan
Sent: Wednesday, April 6, 2016 2:06 PM
To: 'Gary Bodimeade'; 'Lit'l Sprouts'
Cc: gastern@torlaw.com; 'Andrea Robertson'
Subject: RE: FYI

Hi Everyone,

"WITHOUT PREJUDICE"

IF personal assets have been purchased by the company and not taken into income personally (ie the Horses in this case) we could either go back in time when they were purchased and increase your income accordingly. Assuming that all of the horses have similar values Aimee would have the largest tax exposure as she owns 5 horses. In order to avoid the tax consequence, if the horses were sold and the money returned to the business the exposure would be based on the difference between purchase price and selling price. The alternative would be to put a value on all of the horses (minimum value would be the amount that was paid for them) and that amount would have to be taken into income.

If the horses were sold for more than their purchase price Compuquest would have a capital gain.

If the horses were sold for less than their purchase price the shortfall would be income for: Gary, Aimee, Nicholas, Jenna and Emalee

Alan

-----Original Message-----
From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Wednesday, April 06, 2016 1:33 PM
To: Lit'l Sprouts; Alan Hogan
Cc: gastern@torlaw.com; Andrea Robertson
Subject: RE: FYI

Without prejudice

Yes, as was the house build, the barn, Dons/Dennis cash payments from you and everything else that was removed from the company. Don't shoot blanks about stuff you know nothing about. Statements like that are not something you really want to shoot your mouth of about. That said as a director of the corporation WE jointly own, you are also responsible for all part of any funds removed from the company and taxed personally with interest and penalties. Ignorance is not a defence.

Anything that was paid through the company (everything) are considered company assets (letter was provided 4 months ago by Alan Hogan) therefore, all assets once sold will be put back into the company to operate....
unless you wish to keep certain items and then once I was paid out, of which my funds would come back to the company, you would personally be responsible for paying personal tax on such items at approx. 56% of the value... for example, horse value of $400k (which is low), once the $200k was returned to Compuquest, you would be responsible for approx.. 56% personal tax obligations. Alan, can you please confirm my statement?

Now who is trying to bully who? You have no idea...

-----Original Message-----
From: Lit'l Sprouts [mailto:sprouts5437@hotmail.com]
Sent: Wednesday, April 6, 2016 1:18 PM
To: Gary Bodimeade <garyb@compuquest2000.com>
Cc: gastern@torlaw.com; Andrea Robertson <andrearobertson27@yahoo.ca>
Subject: FYI

Just for the record ... The horses are not assets of Compuquest2000. They are personally owned and registered to Gary(1) Aimee(5) Nicholas(2) Jenna
(1) and Emalee(2). If you, Gary as I have no access to the accounts , removed funds from the company to purchase the horses and failed to claim it as income then I am fairly certain that would be considered tax evasion. Just something to consider moving forward.

Sent from my iPhone

Appendix 20

Compuquest Cheques
Issued to Building Boss or Other Construction Trades

Chq#	Cheque Date	Cheque Issued To	Cheque Amount
6852	01/12/2012	Building Boss	15,000.00
7710	09/18/2011	Bonoflo Irrigation	6,896.89
7735	03/22/2011	Building Boss	20,000.00
7849	05/25/2011	Building Boss	20,000.00
7884	09/05/2011	Bonoflo Irrigation	4,000.00
8034	03/09/2012	Building Boss	15,000.00
8035	06/01/2012	Building Boss	15,000.00
8109	08/03/2011	Bonoflo Irrigation	6,000.00
8196	11/07/2012	Candel Electric	15,000.00
8268	11/22/2011	Building Boss	25,000.00
8334	12/23/2011	Building Boss	100,000.00
8337	01/26/2012	Building Boss	30,000.00
8366	01/06/2012	Building Boss	15,000.00
8455	02/13/2012	Building Boss	15,000.00
8462	02/17/2012	Building Boss	15,000.00
8471	02/24/2012	Building Boss	30,000.00
8483	03/02/2012	Building Boss	15,000.00
8576	04/16/2012	Building Boss	15,000.00
8586	04/22/2012	Building Boss	15,000.00
8601	04/30/2012	Building Boss	15,000.00
8617	05/07/2012	Building Boss	15,000.00
8707	06/25/2012	Building Boss	15,000.00
8731	07/06/2012	Building Boss	15,000.00
8775	07/27/2012	Building Boss	30,000.00
8784	08/03/2012	Building Boss	15,000.00
8832	08/29/2012	Building Boss	15,000.00
8848	09/07/2012	Building Boss	15,000.00
8895	10/26/2012	Building Boss	15,000.00
8955	11/30/2012	Candel Electric	15,000.00
9332	07/22/2013	Wills Agri-Quip	33,481.95
9432	09/13/2013	Wills Agri-Quip	13,750.00
9559	11/04/2013	Advanced Entry Systems	7,700.35
			611,829.19

CompuQuest 2000

CANADIAN IMPERIAL BANK OF COMMERCE

006852

Jan 18-12

PAY Fifteen thousand —————— 00/xx

$15,000.00

TO THE ORDER OF Building Boss

PER

⑈006852⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑇0001500000⑇

ItemSeqNum: 1300304715
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120120
Batch_ID: 40825

Deposit to the Credit of
BUILDING BOSS
1720101 ONTARIO LIMITED
TR # 10852-002 ACC. #0085111 BLT: 10652

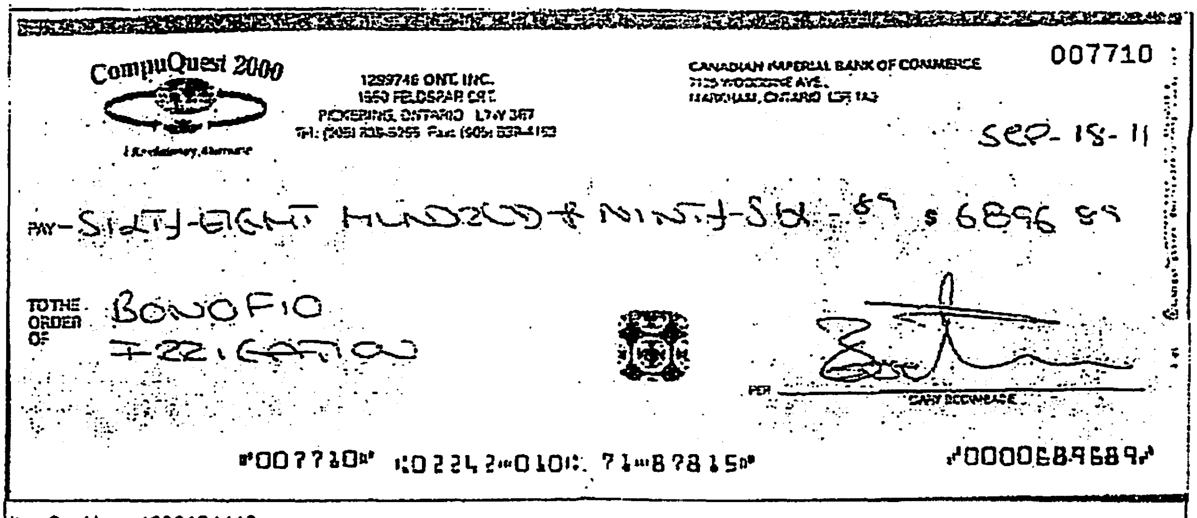
Endorsement - Signature or Stamp / Endossement - Signature ou timbre

CIBC

BACK/VERSO

1300304715

ItemSeqNum: 1300304715
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120120
Batch_ID: 40825



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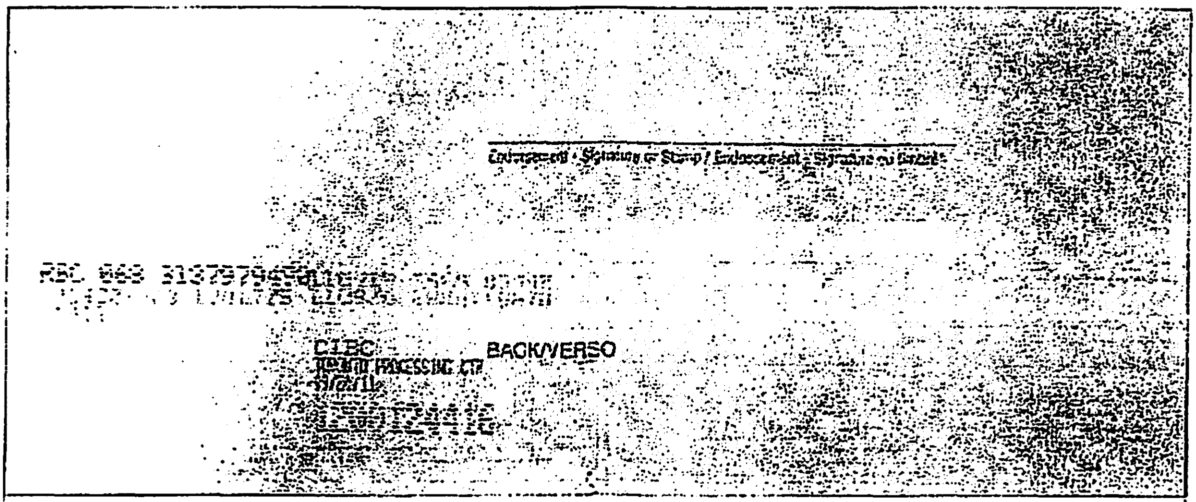

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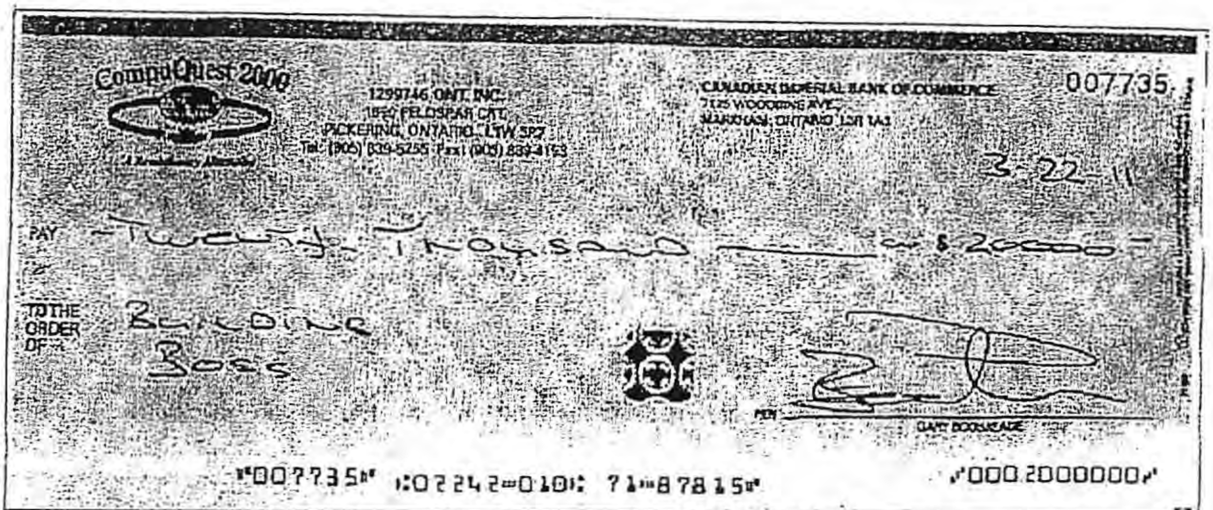

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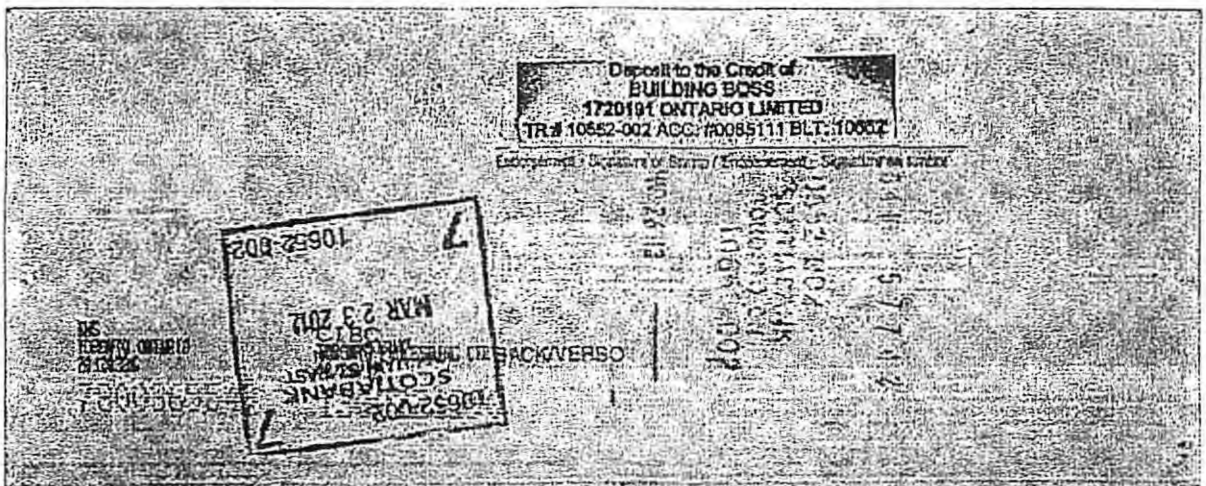

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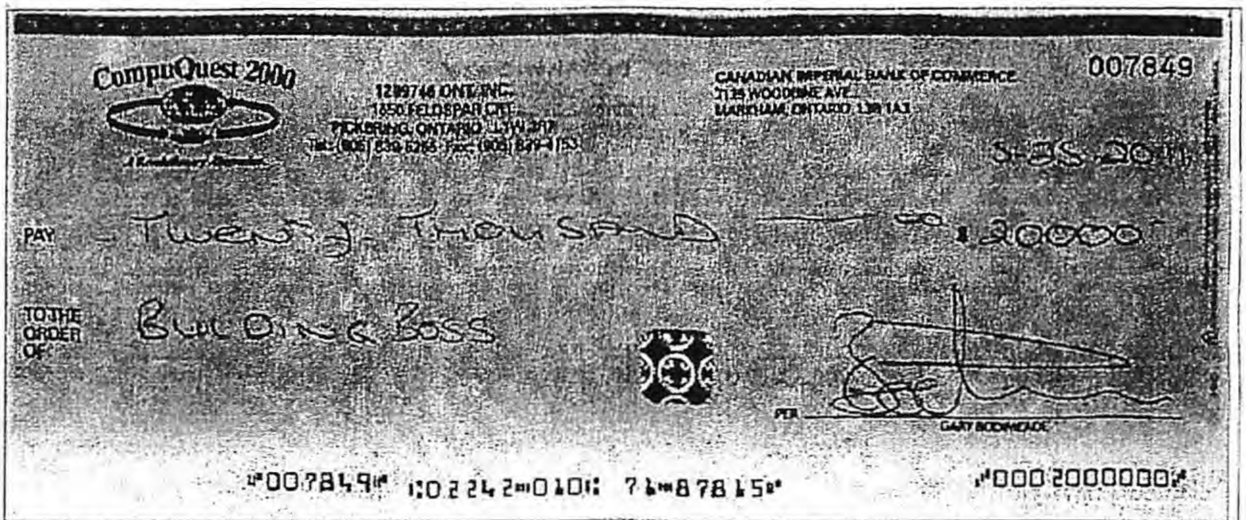
CompuQuest 2000

1289746 ONT. INC.
1850 FELDSPAR CRT.
PICKERING, ONTARIO

CANADIAN IMPERIAL BANK OF COMMERCE
7125 WOODBINE AVE.
MARKHAM, ONTARIO

007849

5-25-2011

PAY Twenty Thousand —— 00 $20000

TO THE ORDER OF Building Boss

PER

GARY BODINEADE

⑈007849⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0002000000⑈

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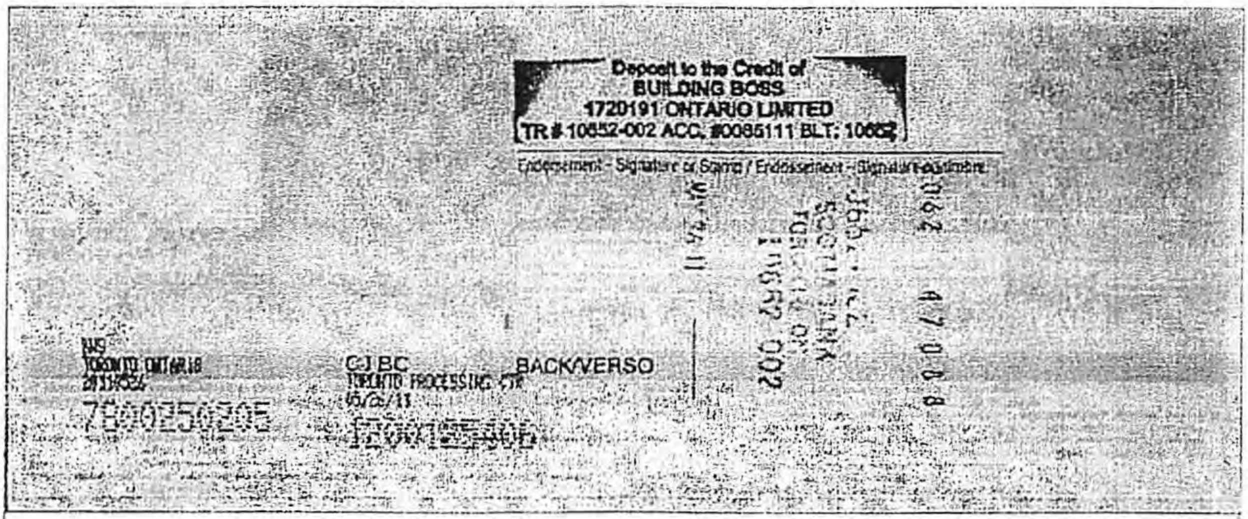
Deposit to the Credit of
BUILDING BOSS
1720191 ONTARIO LIMITED
TR # 10852-002 ACC. #0086111 BLT: 10652

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

CIBC
TORONTO PROCESSING CTR

BACK/VERSO

ItemSeqNum: 1200125406
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FINumCDN: 10
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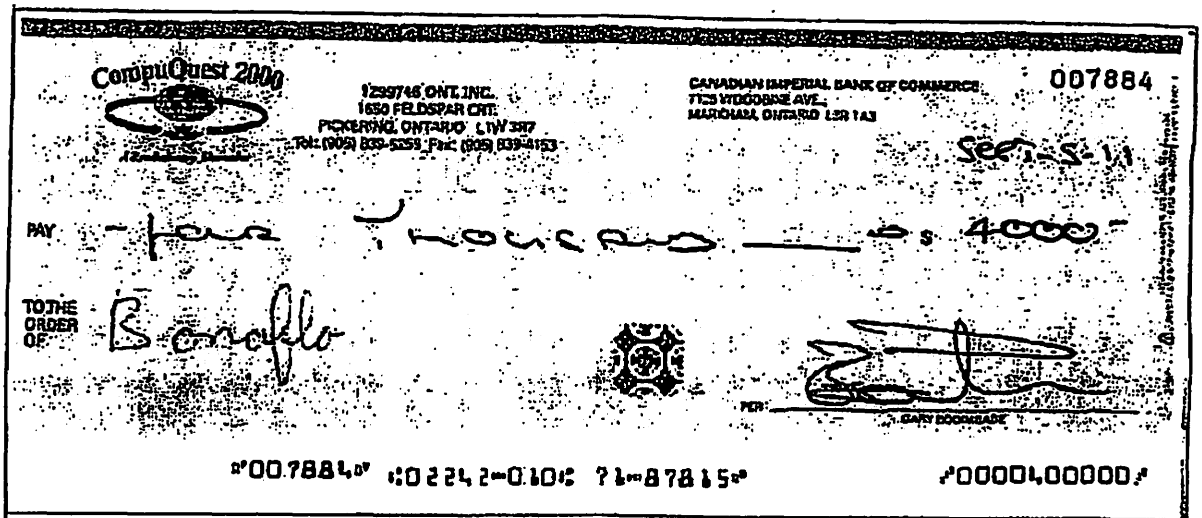
CompuQuest 2000

1299746 ONT. INC.
1650 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7
Tel: (905) 839-5255 Fax: (905) 839-4153

CANADIAN IMPERIAL BANK OF COMMERCE
7125 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

007884

Sept-5-11

PAY Four Thousand — $ 4000 —

TO THE ORDER OF B. Conoflo

PER

⑈007884⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0000400000⑈

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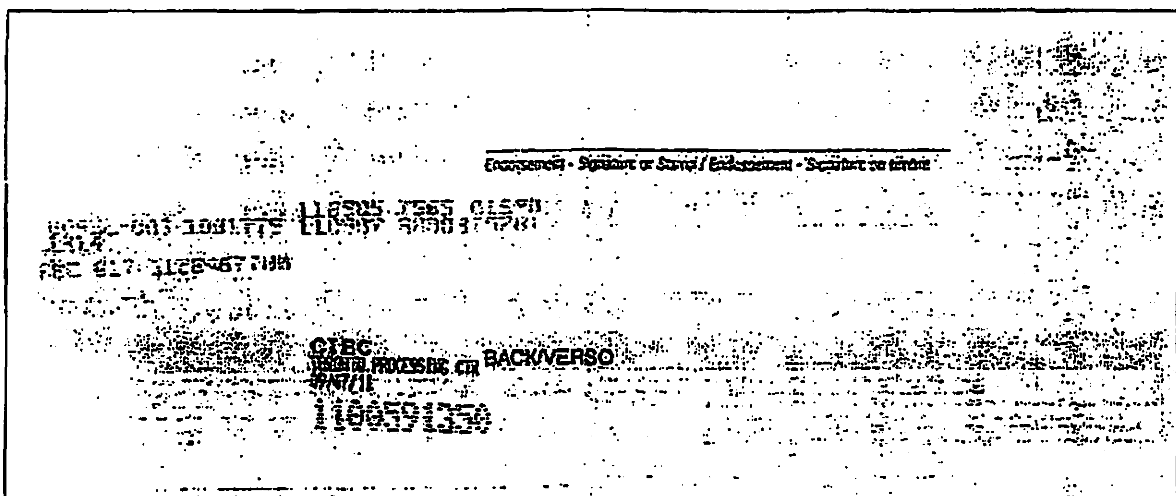
Endorsement - Signature or Stamp / Endossement - Signature ou timbre

CIBC
BACK/VERSO
1100591350

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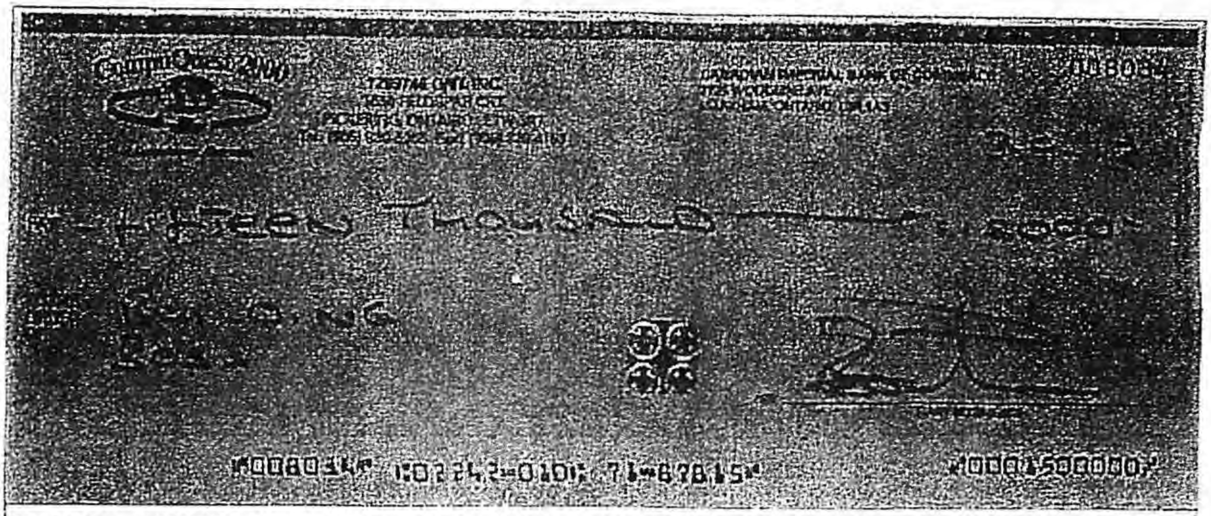

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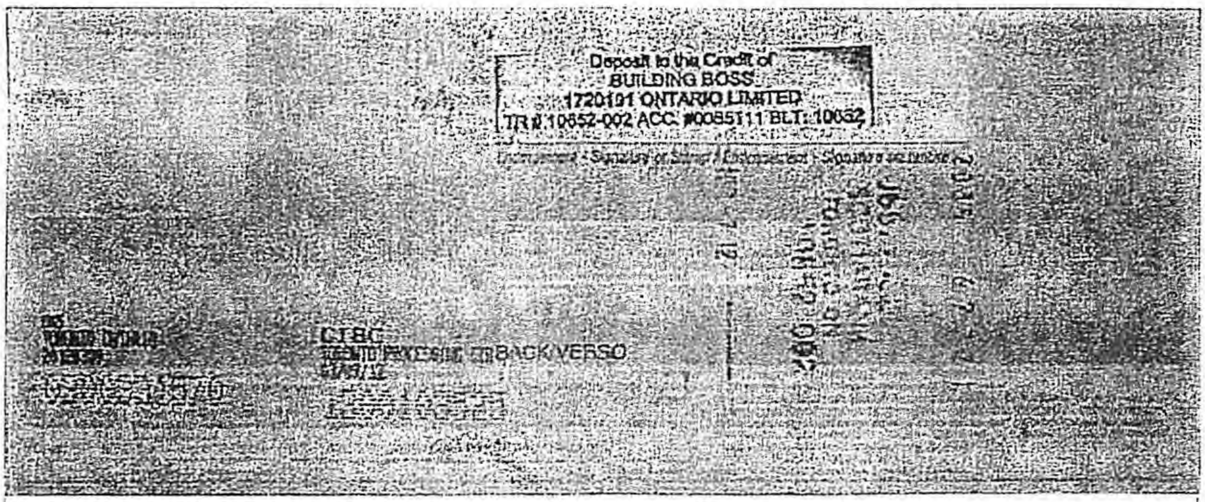

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Batch_ID: 42962

CompuQuest 2000

1299746 ONT. INC.
1650 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7
Tel: (905) 839-5255 Fax: (905) 839-4150

CANADIAN IMPERIAL BANK OF COMMERCE
7125 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

008035

06-01-12

PAY - Fifteen Thousand $ 15000 -

TO THE ORDER OF Building Boss

PER

⑈008035⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0001500000⑈

ItemSeqNum: 1200480132
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120601
Batch ID: 40347

Deposit to the Credit of
BUILDING BOSS
1720191 ONTARIO LIMITED
TR# 10652-002 ACC. #0085111 BLT: 10652

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

BACK/VERSO

0300342495

CIBC
TORONTO PROCESSING CTR
06/01/12
1200480132

ItemSeqNum: 1200480132
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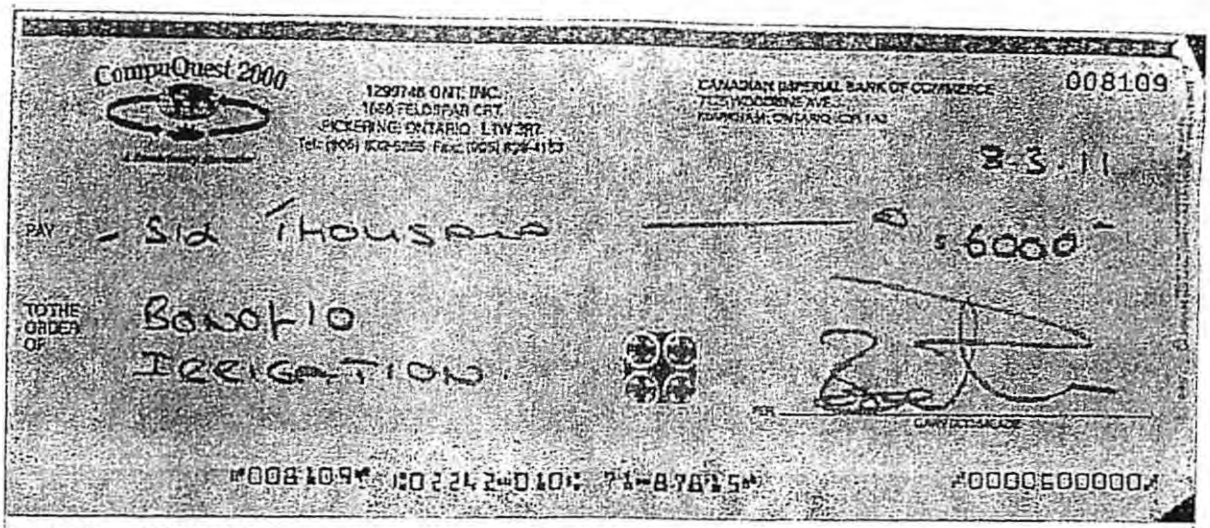

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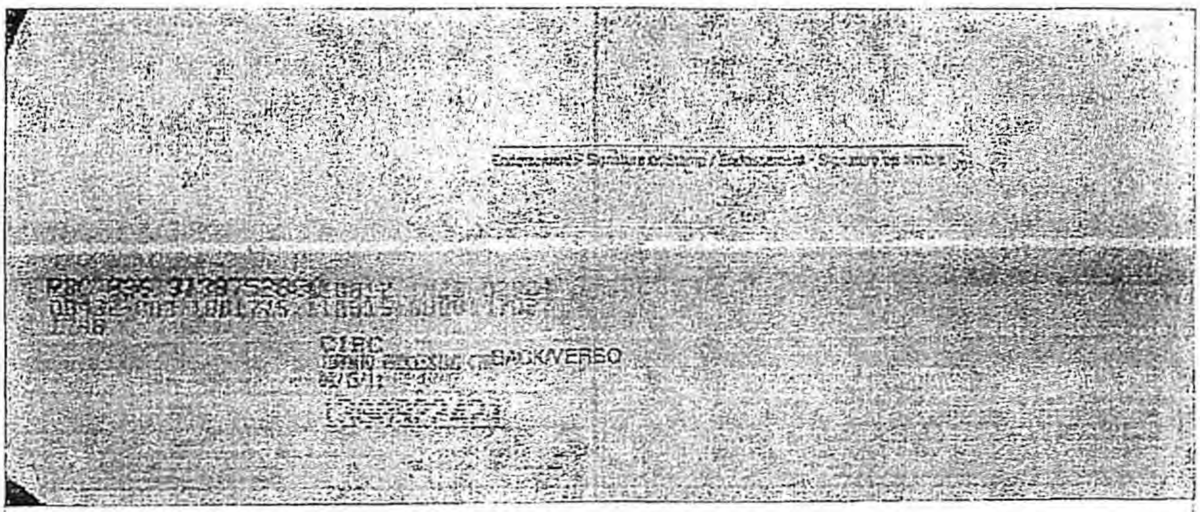

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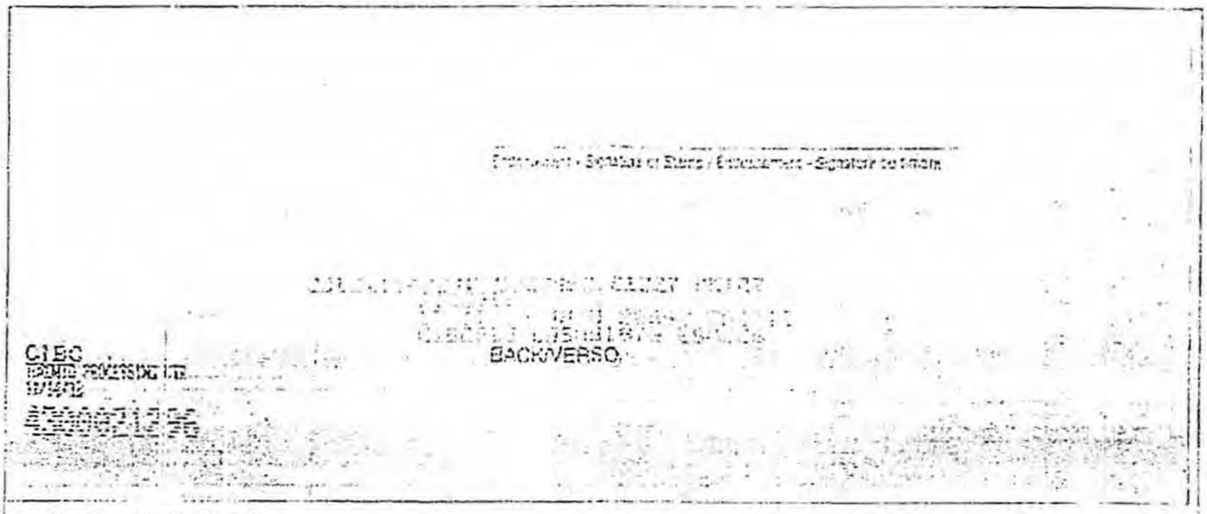

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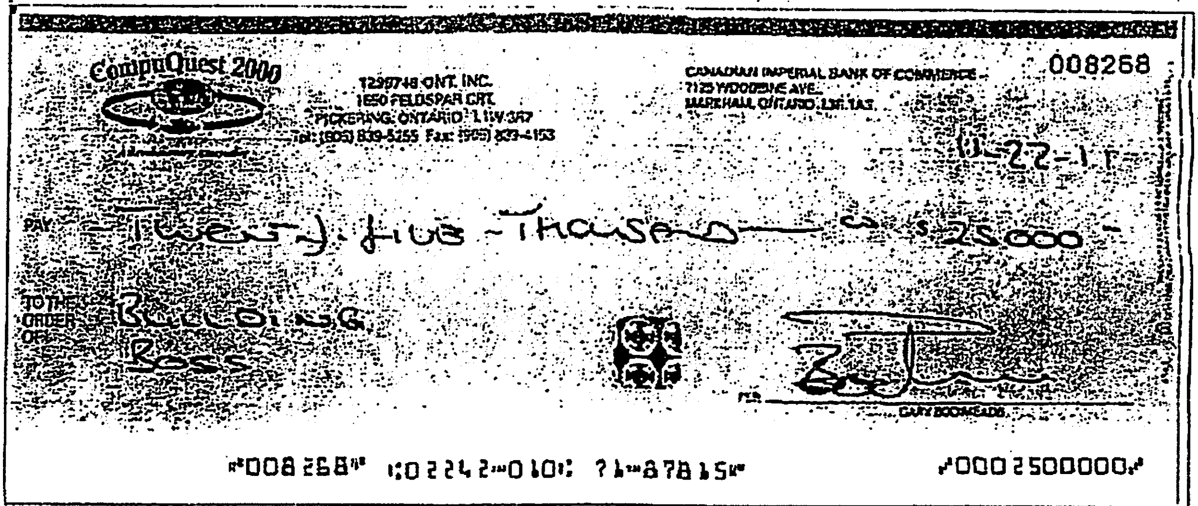

CompuQuest 2000

1290748 ONT. INC.
1650 FELDSPAR CRT.
PICKERING, ONTARIO L1V 3R7
Tel: (905) 839-5255 Fax: (905) 839-4153

CANADIAN IMPERIAL BANK OF COMMERCE
7125 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

008268

11-22-11

PAY Twenty Five Thousand —— 00 $ 25000 —

TO THE ORDER OF Building Boss

PER

⑈008268⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0002500000⑈

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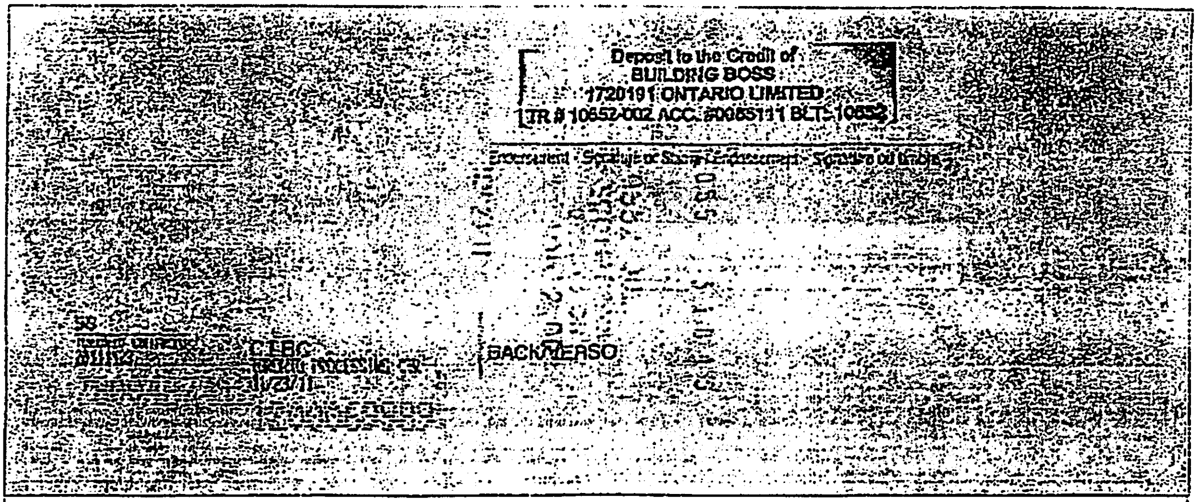

Deposit to the Credit of
BUILDING BOSS
1720191 ONTARIO LIMITED
TR # 10652-002 ACC. #0085111 BLT 10652

CIBC
11/23/11

BACK/VERSO

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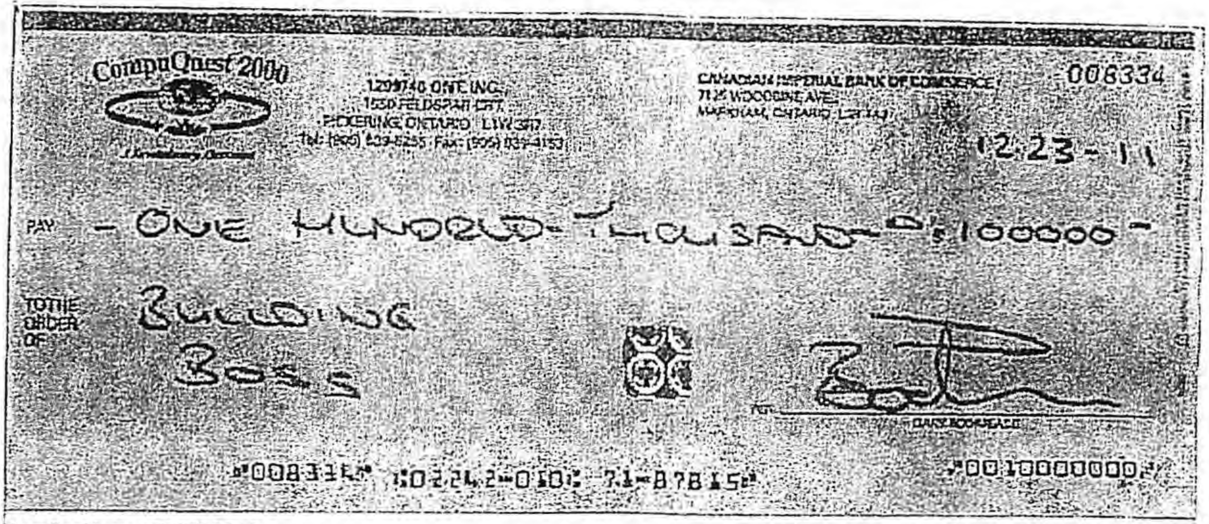

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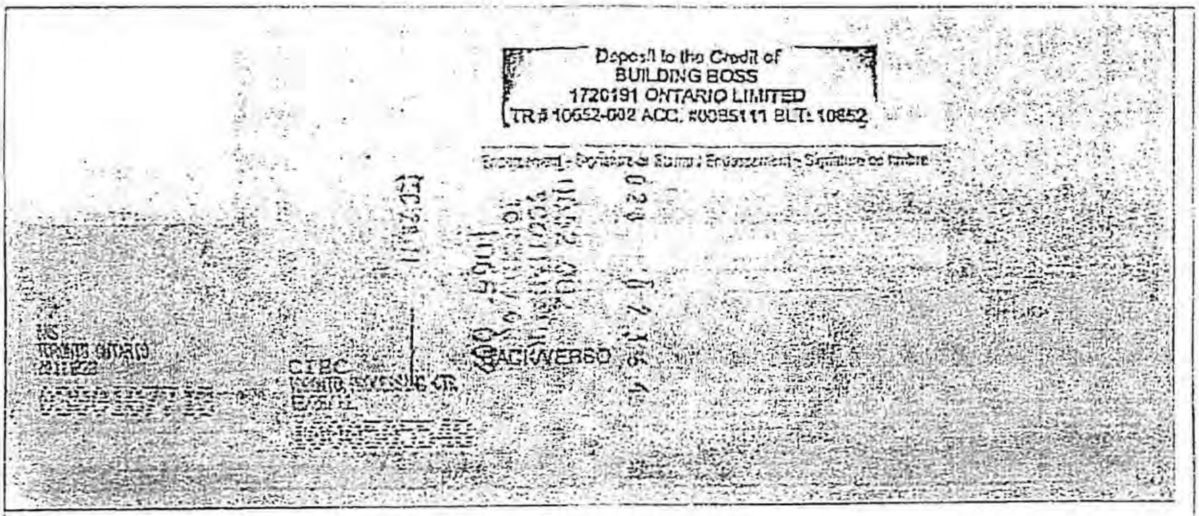

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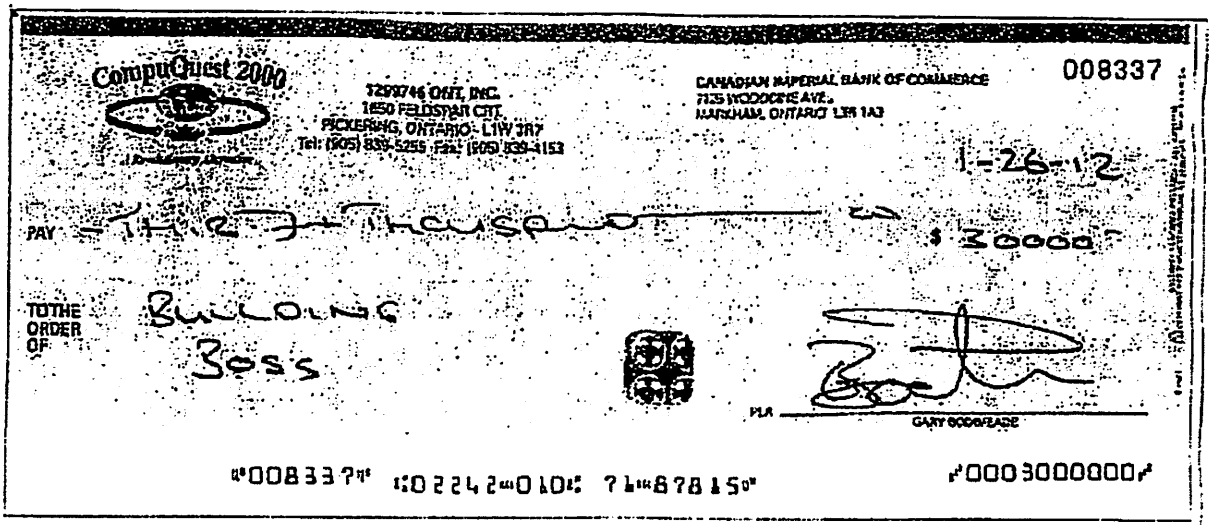

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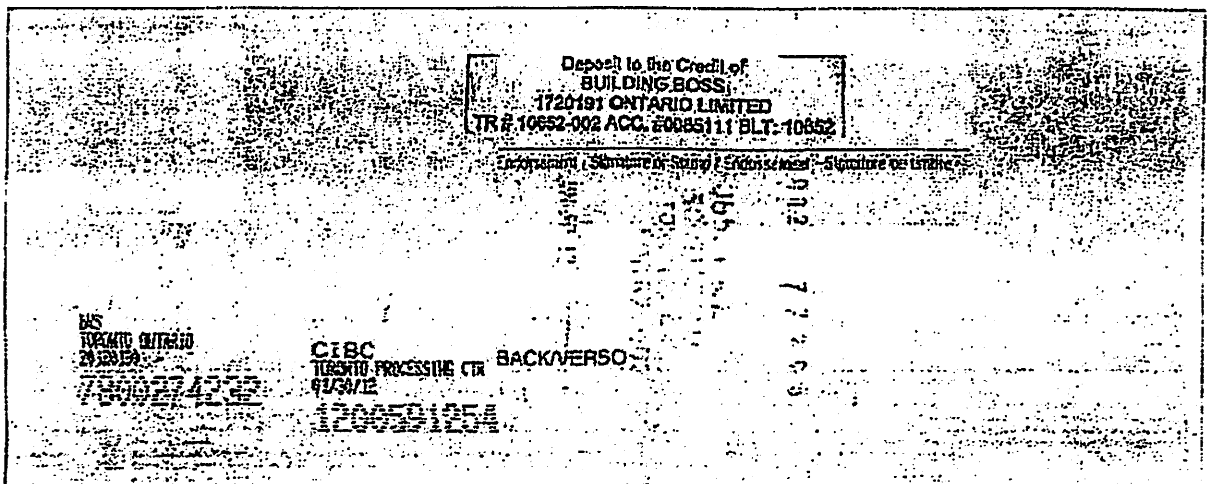

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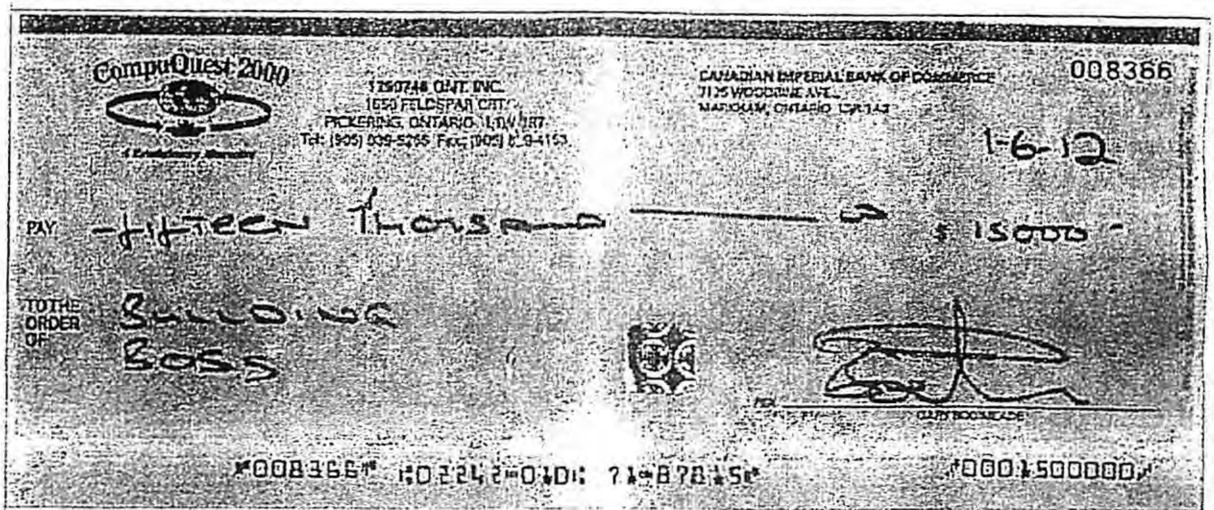

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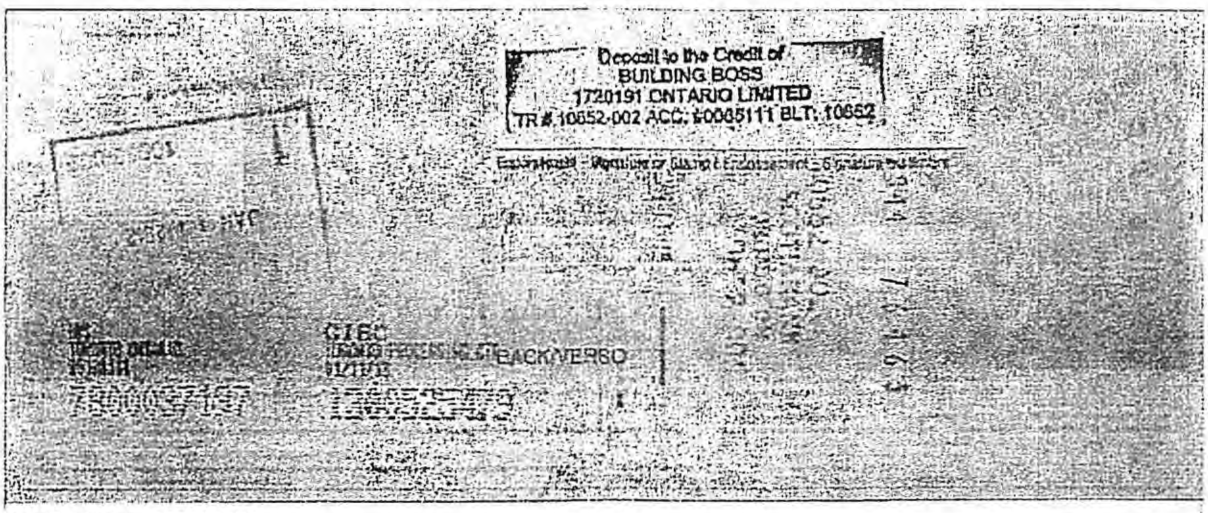

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Batch_ID: 40405

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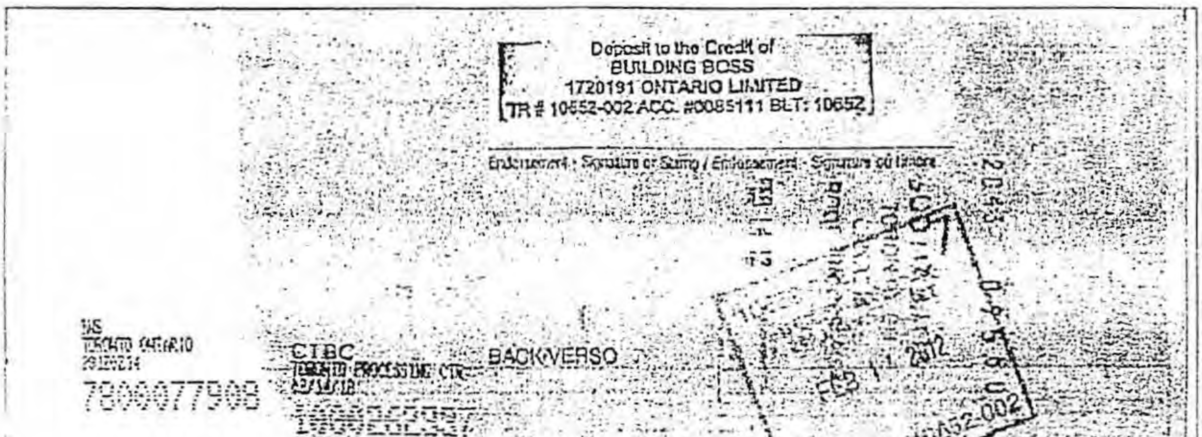

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Batch_ID: 41882

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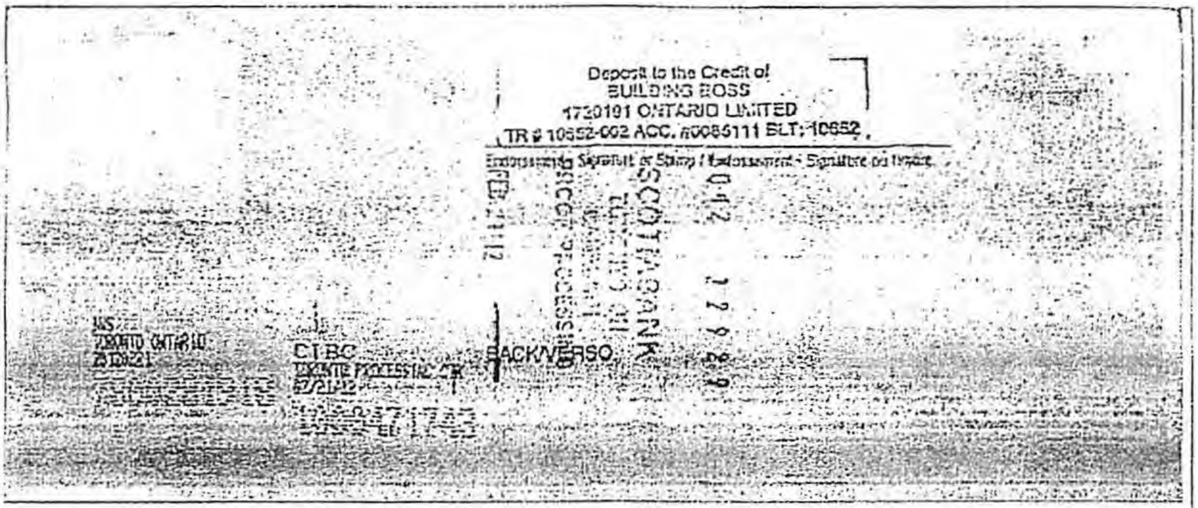

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CapturDate: 20120221
Batch_ID: 42117

CompuQuest 2000

1209748 ONT. INC.
1650 FELDSPAR CRT.
PICKERING, ONTARIO L1Y 3?7
Tel: (905) 839-5285 Fax: (905) 839-4150

CANADIAN IMPERIAL BANK OF COMMERCE
7125 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

008471

2-24-12

PAY Thirty - Thousand —————— $ 30000.00

TO THE ORDER OF Building Boss

PER GARY [illegible]

⑈008471⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0003000000⑈

ItemSeqNum: 1200307615
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Batch_ID: 42361

Deposit to the Credit of
BUILDING BOSS
1720191 ONTARIO LIMITED
TR # 10652-002 ACC. #0085111 BLT: 10652

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

BACK/VERSO

HS
TORONTO ONTARIO
20120227
7800445760

CIBC
TORONTO PROCESSING CTR
02/27/12
1200307615

ItemSeqNum: 1200307615
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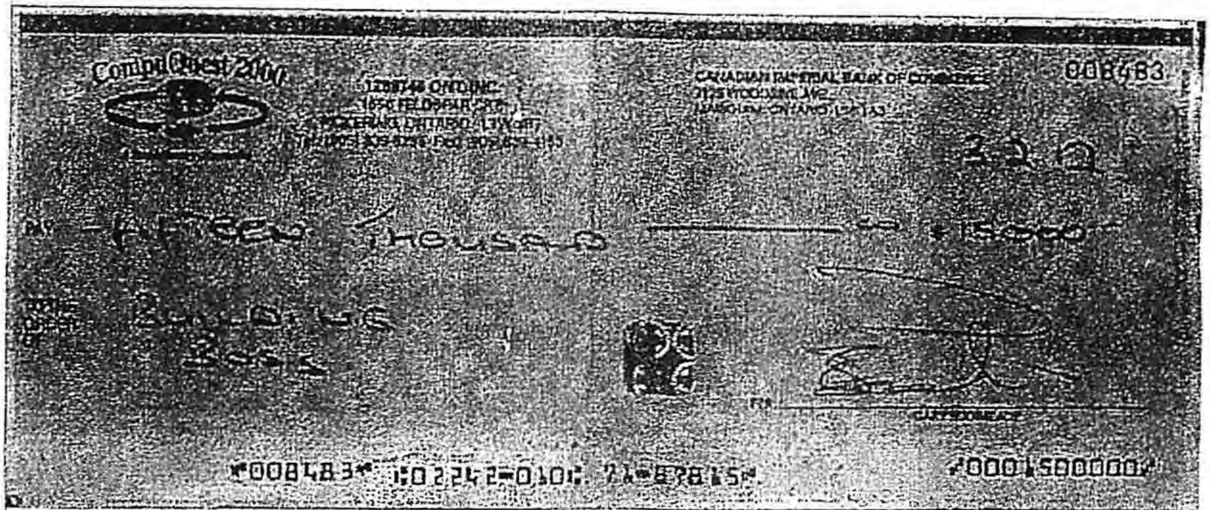

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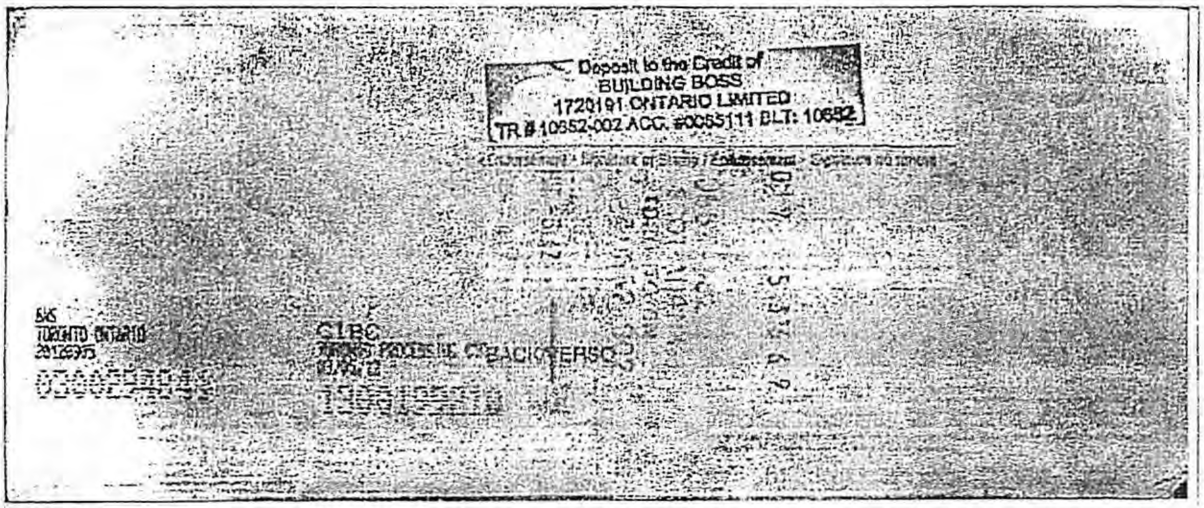
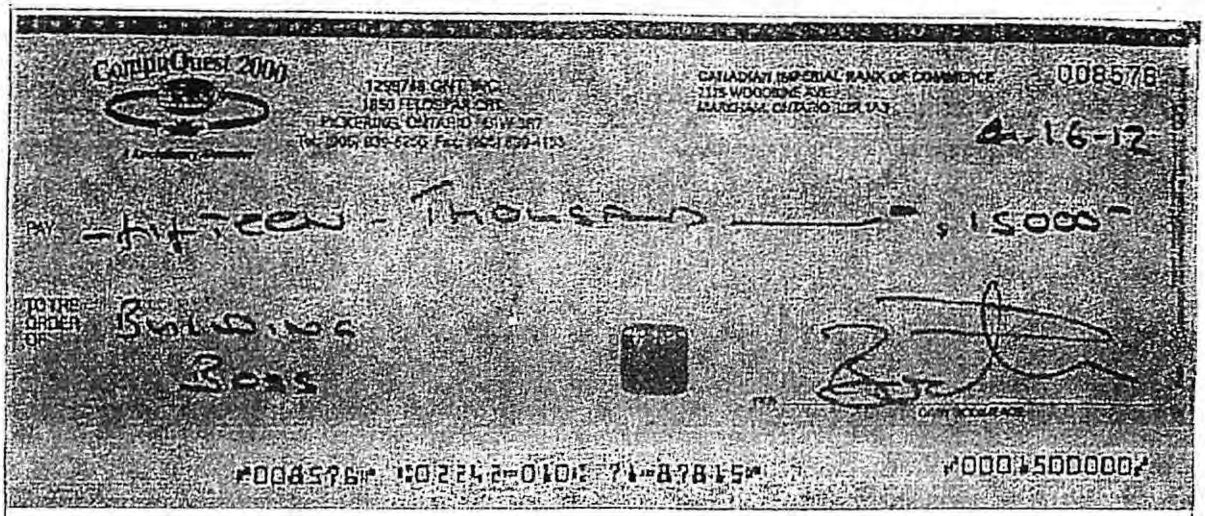
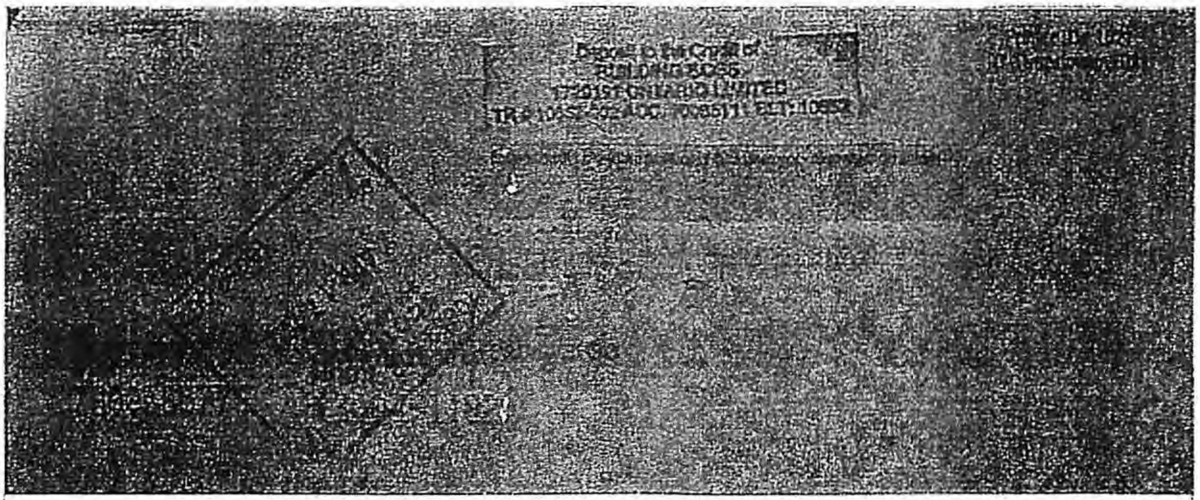
CapturDate: 20120305
Batch_ID: 42741



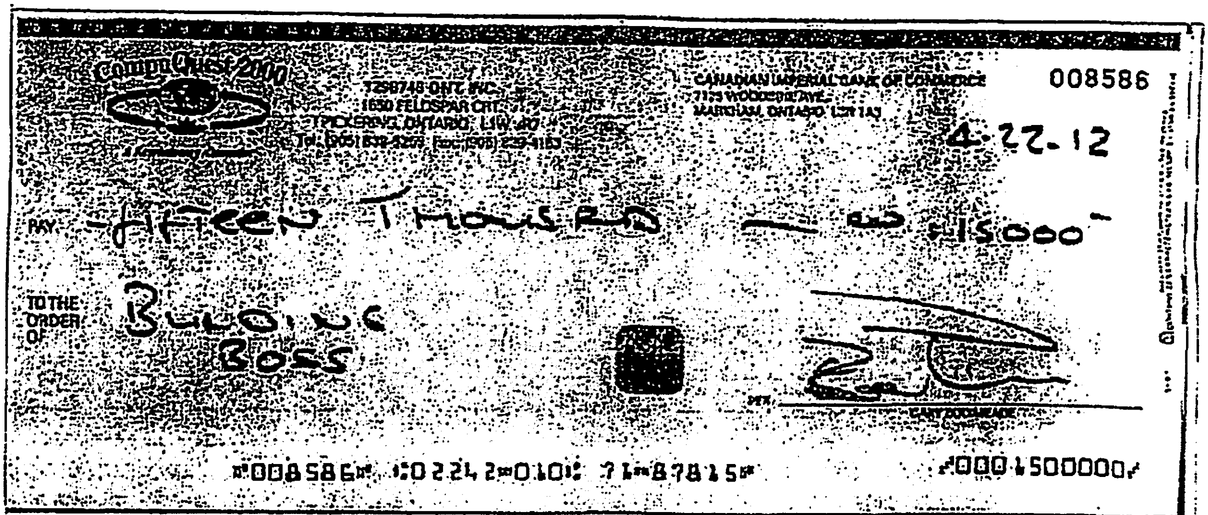
ItemSeqNum: 1300199210
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120305
Batch_ID: 42741



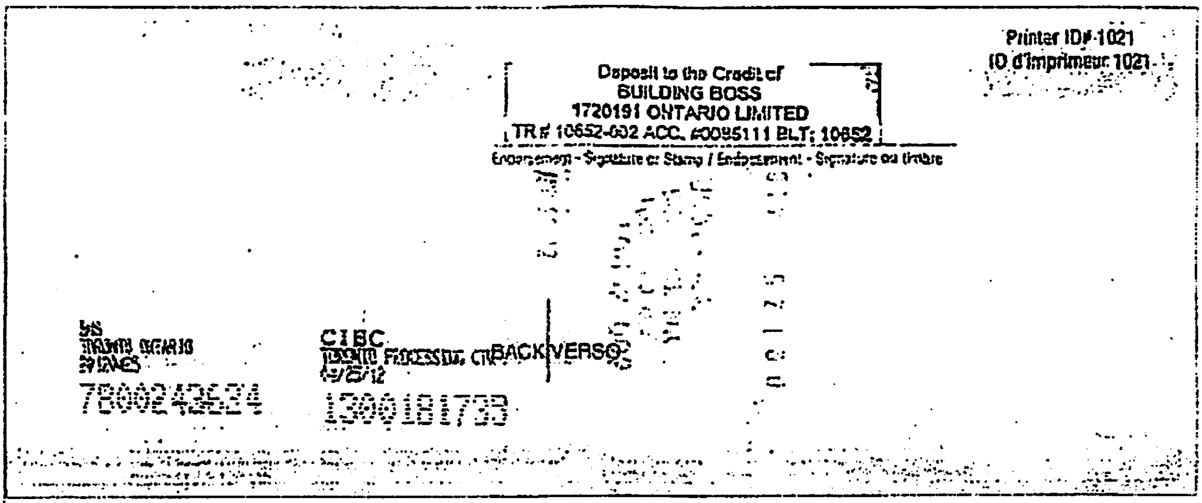
ItemSeqNum: 1300491182
TrRoutNumCDN: 2242
FINumCDN: 10
Account. 7187815
CheckAmt 1500000
CaplurDate. 20120417
Batch_ID: 41459



ItemSeqNum: 1300491182
T:RoutNumCDN. 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CaplurDate: 20120417
Batch_ID: 41459



ItemSeqNum: 1300181735
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120425
Batch_ID: 41792



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TrRoutNumCDN: 2242
FINumCDN: 10
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CheckAmt: 1500000
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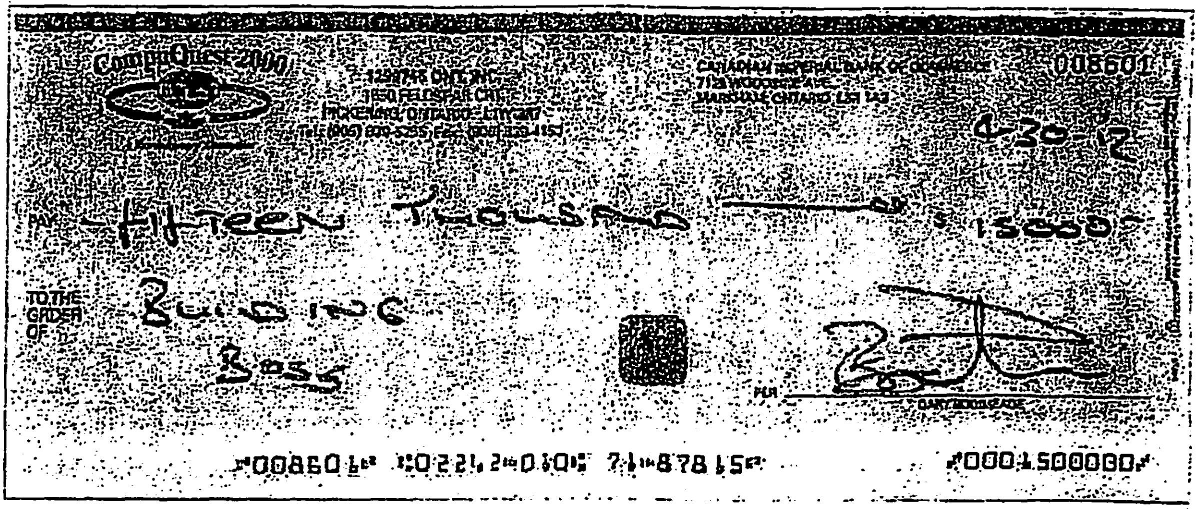
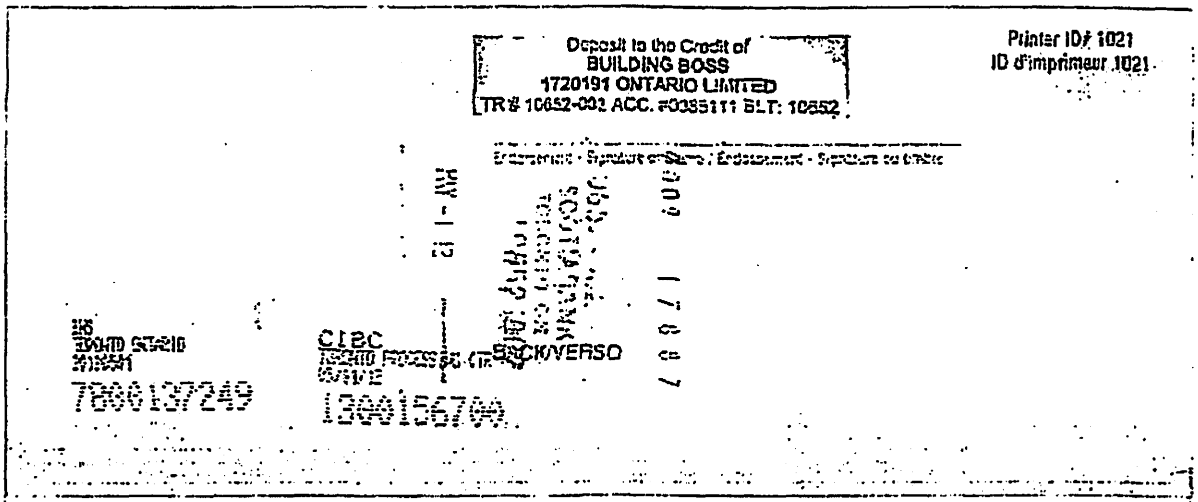
Batch_ID: 41792



ItemSeqNum: 1300156700
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CaptureDate: 20120501
Batch_ID: 42050



ItemSeqNum: 1300156700
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CaptureDate: 20120501
Batch_ID: 42050

CompuQuest 2000

1220746 ONT. INC.
1650 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7
Tel: (905) 839-5229 Fax: (905) 839-4153

CANADIAN IMPERIAL BANK OF COMMERCE
7125 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

008617

5-7-12

PAY: - FIFTEEN THOUSAND ——— 00 $ 15000 -

TO THE ORDER OF: BUILDING BOSS

PER GARY BOCUMEADE

⑈008617⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0001500000⑈

ItemSeqNum: 1000537786
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120507
Batch_ID: 42350

Printer ID# 1021
ID d'imprimeur 1021

Deposit to the Credit of
BUILDING BOSS
1720191 ONTARIO LIMITED
TR # 10652-002 ACC. #0085111 ELT: 10652

Endorsement • Signature or Stamp / Endossement • Signature ou timbre

BACK/VERSO

7800511665 1000537786

ItemSeqNum: 1000537786
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120507
Batch_ID: 42350

CompuQuest 2000

1259745 ONT. INC.
1650 FELDSPAR CRT.
PICKERING, ONTARIO

CANADIAN IMPERIAL BANK OF COMMERCE

008707

06-25-2012

PAY FIFTEEN THOUSAND DOLLARS ** $ 15,000.00

TO THE ORDER OF BUILDING BOSS

PER C. Malcolm

⑆008707⑆ ⑆02242⑈010⑆ 71⑈87815⑈ ⑆0001500000⑆

ItemSeqNum: 1300505368
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120628
Batch_ID: 41511

Printer ID/ 1021
ID d'Imprimeur 1021

Deposit to the Credit of
BUILDING BOSS
1720191 ONTARIO LIMITED
TR # 10552-002 ACC. #0085111 BLT: 10552

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

CIBC
TORONTO PROCESSING CTR

BACK/VERSO

ItemSeqNum: 1300505368
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120628
Batch_ID: 41511

CompuQuest 2000

1299745 ONT. INC.
1650 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7
Tel: (905) 839-5255 Fax: (905) 832-4153

CANADIAN IMPERIAL BANK OF COMMERCE
1725 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

008731

3-6-12

PAY - Fifteen Thousand —— $ 15000 -

TO THE ORDER OF Building Boss

PER

⑈008731⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑉0001500000⑉

ItemSeqNum: 1000398782
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120706
Batch_ID: 41840

Printer ID# 1021
ID d'imprimeur 1021

Deposit to the Credit of
BUILDING BOSS
1720191 ONTARIO LIMITED
TR # 10652-002 ACC. #0065111 BLT: 10652

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

CIBC
BACK/VERSO

7800109876

1000398782

ItemSeqNum: 1000398782
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120706
Batch_ID: 41840

CompuQuest 2000

1299745 ONT. INC.
1250 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3S7
Tel: (905) 839-5255 Fax: (905) 839-4153

CANADIAN IMPERIAL BANK OF COMMERCE
7171 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

008775

7-27-12

PAY -THIRTY-THOUSAND ——00 $ 30000^{00}

TO THE ORDER OF BUILDING BOSS

PER

⑈008775⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0003000000⑈

ItemSeqNum: 4100407984
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 3000000
CapturDate: 20120730
Batch_ID: 42781

Printer ID/ 1021
ID d'imprimeur 1021

Deposit to the Credit of
BUILDING BOSS
1720101 ONTARIO LIMITED
TR# 10552-002 ACC. #0085111 BLT: 10652

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

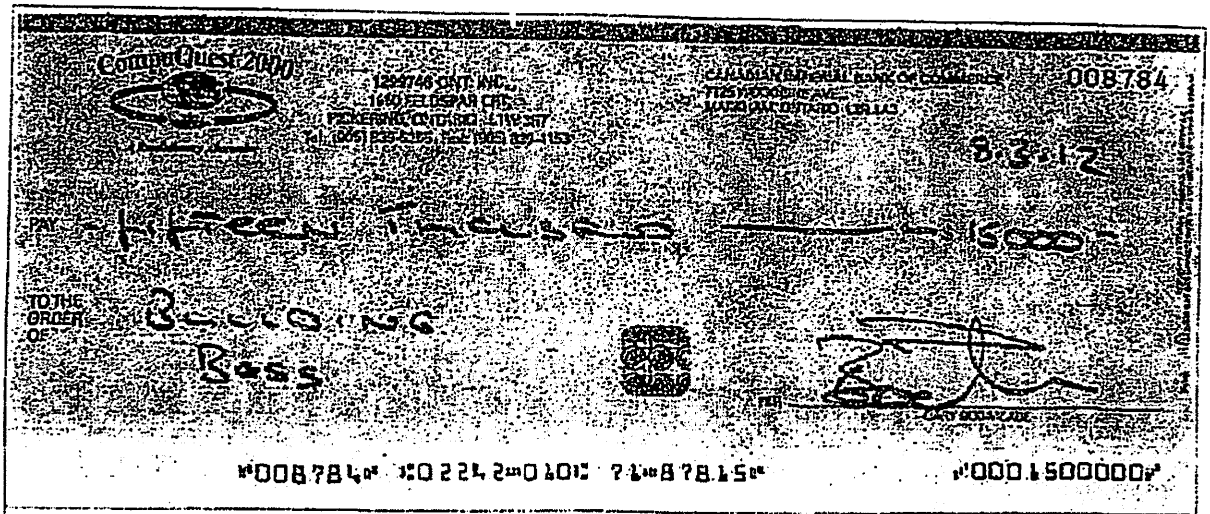
CIBC

BACK/VERSO

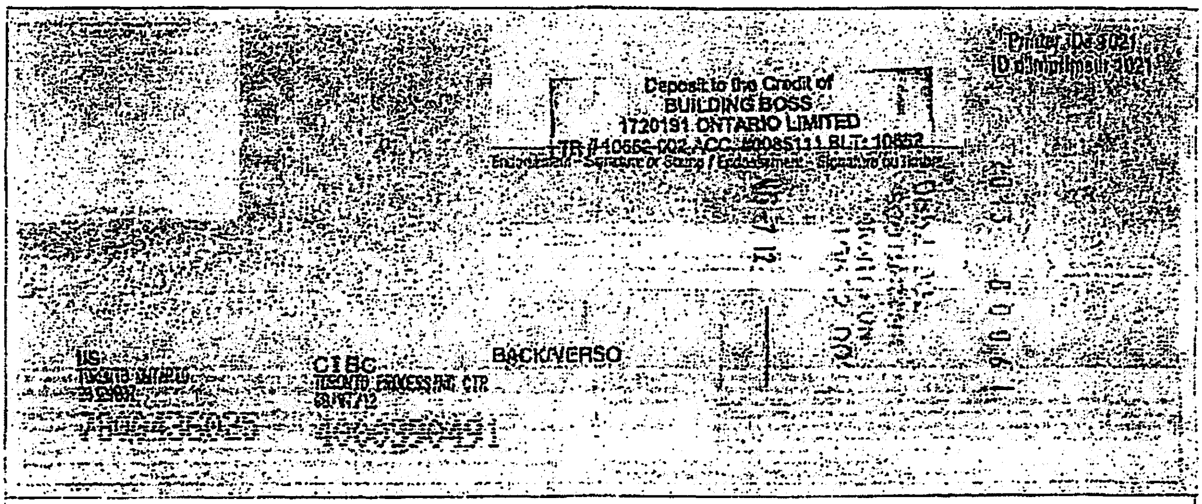
0300373250

4100407984

ItemSeqNum: 4100407984
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 3000000
CapturDate: 20120730
Batch_ID: 42781



ItemSeqNum: 4000390491
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120807
Batch_ID: 43073



ItemSeqNum: 4000390491
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120807
Batch_ID: 43073

CompuQuest 2000

1299748 ONT. INC.
1650 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7
Tel: (905) 633-5255 Fax: (905) 633-4163

CANADIAN IMPERIAL BANK OF COMMERCE
7135 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

008832

8-29-12

PAY Fifteen Thousand —— $ 15000-

TO THE ORDER OF Building Boss

GARY [illegible]

⑈008832⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0001500000⑈

ItemSeqNum: 4000533635
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120830
Batch_ID: 40904

Deposit to the Credit of
BUILDING BOSS
1720191 ONTARIO LIMITED
TR # 10652-002 ACC. #00095:11 SLT: 10652

Printer ID / 1021
ID d'imprimeur 1021

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

AUG 3 0 2012
SCOTIABANK
10652-002

BACK/VERSO

CIBC

7800045300 4000533635

ItemSeqNum: 4000533635
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120830
Batch_ID: 40904

ItemSeqNum: 4100505317
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
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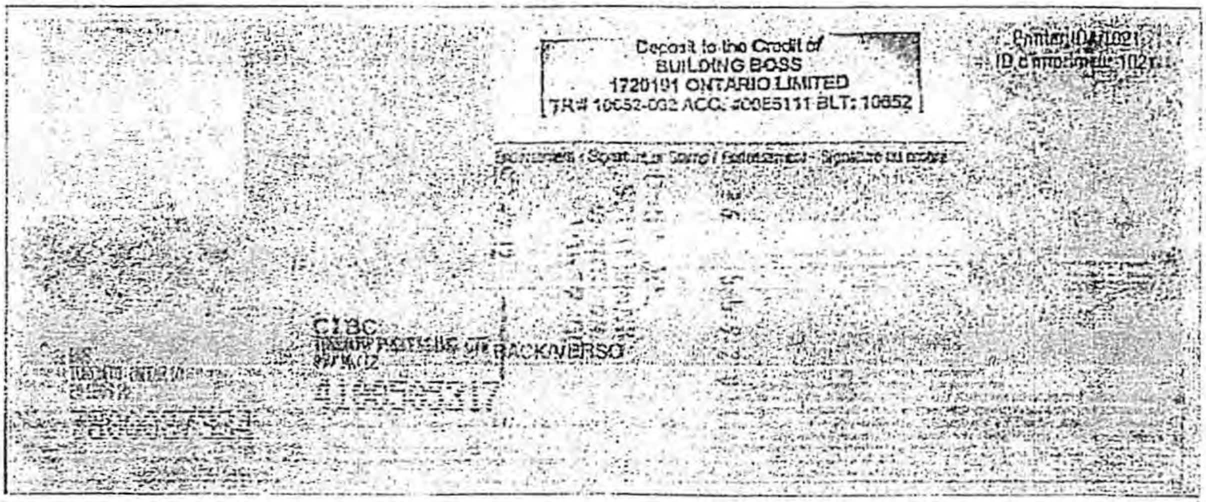
Batch_ID: 41297



ItemSeqNum: 4100505317
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20120910
Batch_ID: 41297

CompuQuest 2000

1269746 ONT. INC.
2650 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3X7
Tel: (905) 839-6255 Fax: (905) 839-4153

CANADIAN IMPERIAL BANK OF COMMERCE

008895

10-26-12

PAY - FIFTEEN THOUSAND $ 15000

TO THE ORDER OF BUILDING BOSS

PER

⑈008895⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0001500000⑈

ItemSeqNum: 4000165537
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20121029
Batch_ID: 40287

Printer ID/ 1021
ID d'imprimeur 1021

Deposit to the Credit of

TR # ... ACC. ... BCT 10652

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

BACK/VERSO

CIBC

7800535308

4000165537

ItemSeqNum: 4000165537
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20121029
Batch_ID: 40287

CompuQuest 2100

1239746 ONT INC.
1660 FELDSPAR CRT.
PICKERING, ONTARIO L1V 3K7
Tel: (905) 839-5355 Fax: (905) 839-4153

CANADIAN IMPERIAL BANK OF COMMERCE
7125 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

008955

11-30-12

PAY — FIFTEEN THOUSAND —— $ 15000

TO THE ORDER OF CANDIEL ELECTRIC

⑈008955⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0001500000⑈

ItemSeqNum: 4000213221
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20121204
Batch_ID: 41808

Printer ID/ 1021
ID d'imprimeur 1021

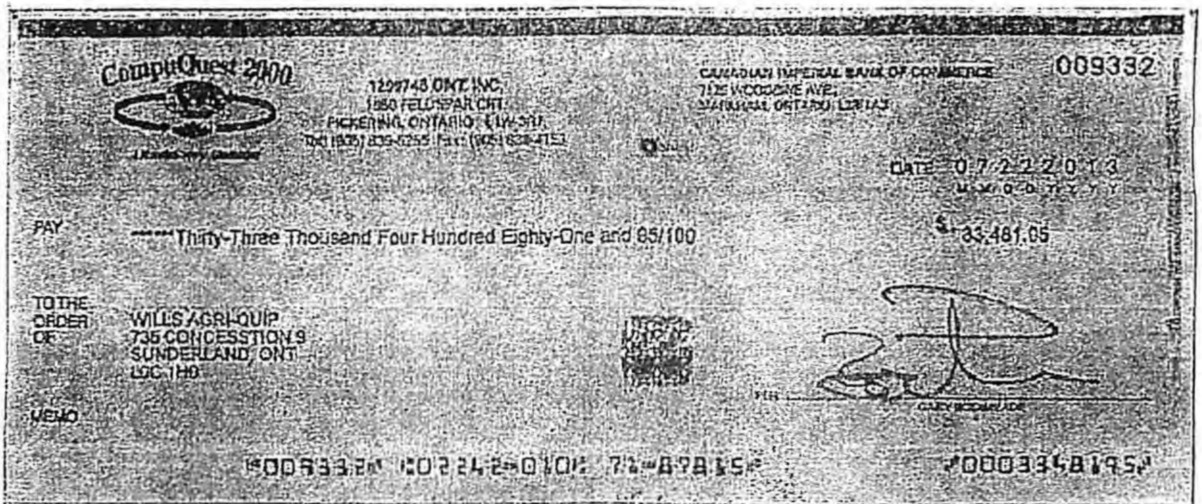
Endorsement • Signature or Stamp / Endossement • Signature ou timbre

CIBC

BACK/VERSO

4000213221

ItemSeqNum: 4000213221
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20121204
Batch_ID: 41808


CompuQuest 2000

1299748 ONT. INC.
1550 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7
Tel: (905) 839-6255 Fax: (905) 839-4153

CANADIAN IMPERIAL BANK OF COMMERCE

009332

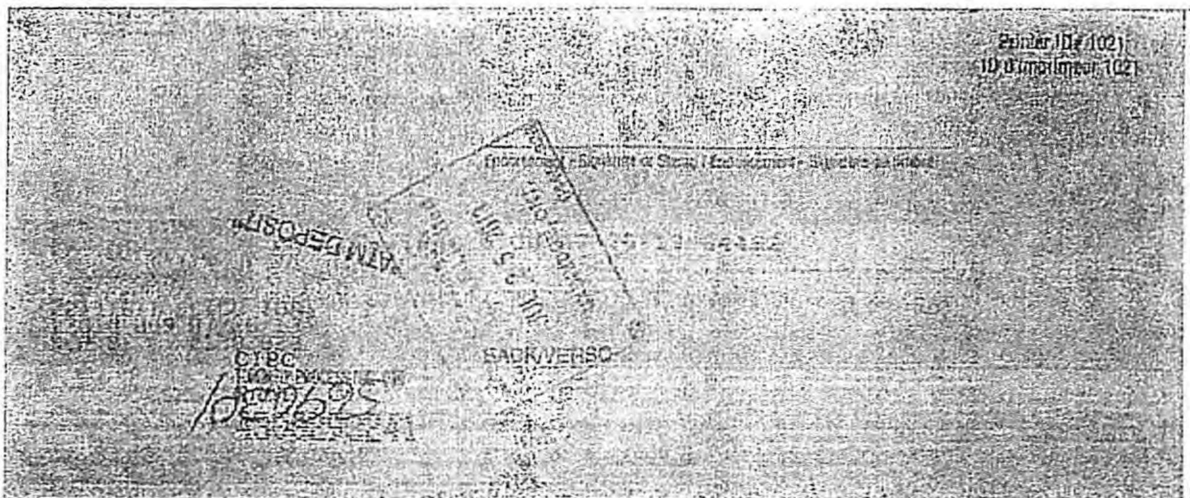
DATE 07222013

PAY *****Thirty-Three Thousand Four Hundred Eighty-One and 05/100 $ 33,481.05

TO THE ORDER OF WILLS AGRI-QUIP
735 CONCESSTION 9
SUNDERLAND, ONT
L0C 1H0

MEMO

ItemSeqNum: 4300293241
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 3348195
CapturDate: 20130726
Batch_ID: 41942



ItemSeqNum: 4300293241
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 3348195
CapturDate: 20130726
Batch_ID: 41942

CompuQuest 2000

1299746 ONT INC.
1050 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7
Tel: (905) 839-5255 Fax: (905) 839-4153

CANADIAN IMPERIAL BANK OF COMMERCE
7175 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

009432

09.13.13

PAY — Thirteen Thousand Seven hundred fifty $ 13750.—

TO THE ORDER OF Wills Agri Equip

(Fence)

PER

⑈009432⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑉0001375000⑉

ItemSeqNum: 4300418597
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1375000
CapturDate: 20130916
Batch ID: 40825

Deposit to:
5690301

Printer ID# 1021
ID d'imprimeur 1021

FACS Savings & Credit Union Limited.
SEP 13 2013
UXBRIDGE, ONT.
64452-828
59

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

BACK/VERSO

CIBC
TORONTO PROCESSING CTR.
09/16/13
4300418597

ItemSeqNum: 4300418597
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1375000
CapturDate: 20130916
Batch ID: 40825

CompuQuest 2000

1299746 ONT. INC.
1335 SILICONE DR
PICKERING, ONT

CANADIAN IMPERIAL BANK OF COMMERCE
WOODBINE AVE.
MARKHAM, ONTARIO

009559

DATE 11042013
D D M M Y Y Y Y

PAY ******Seven Thousand Seven Hundred and 35/100

$ ** 7,700.35

TO THE ORDER OF
ADVANCED ENTRY SYSTEMS
10 HOLLAND DRIVE
BOLTON, ONT
L7M 3L4

MEMO:

⑈009559⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0000770035⑈

ItemSeqNum: 4200101966
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 770035
CaplurDate: 20131107
Batch ID: 40004

Printer ID: 1021
ID d'imprimeur 1021

Endorsement • Signature or Stamp / Endossement • Signature ou timbre

Deposit to the Credit of
ADVANCED ENTRY SYSTEMS OF CANADA INC.
TR # 21132-004 ACC. #0154-5240859

21132-004
THE TORONTO DOMINION BANK
NOV 06 2013
BOLTON, ONTARIO

BACK/VERSO

ItemSeqNum: 4200101966
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 770035
CaplurDate: 20131107
Batch ID: 40004

Appendix 21

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- Home
- Contact
- Services and Features »
- Products »
- Request a Quote

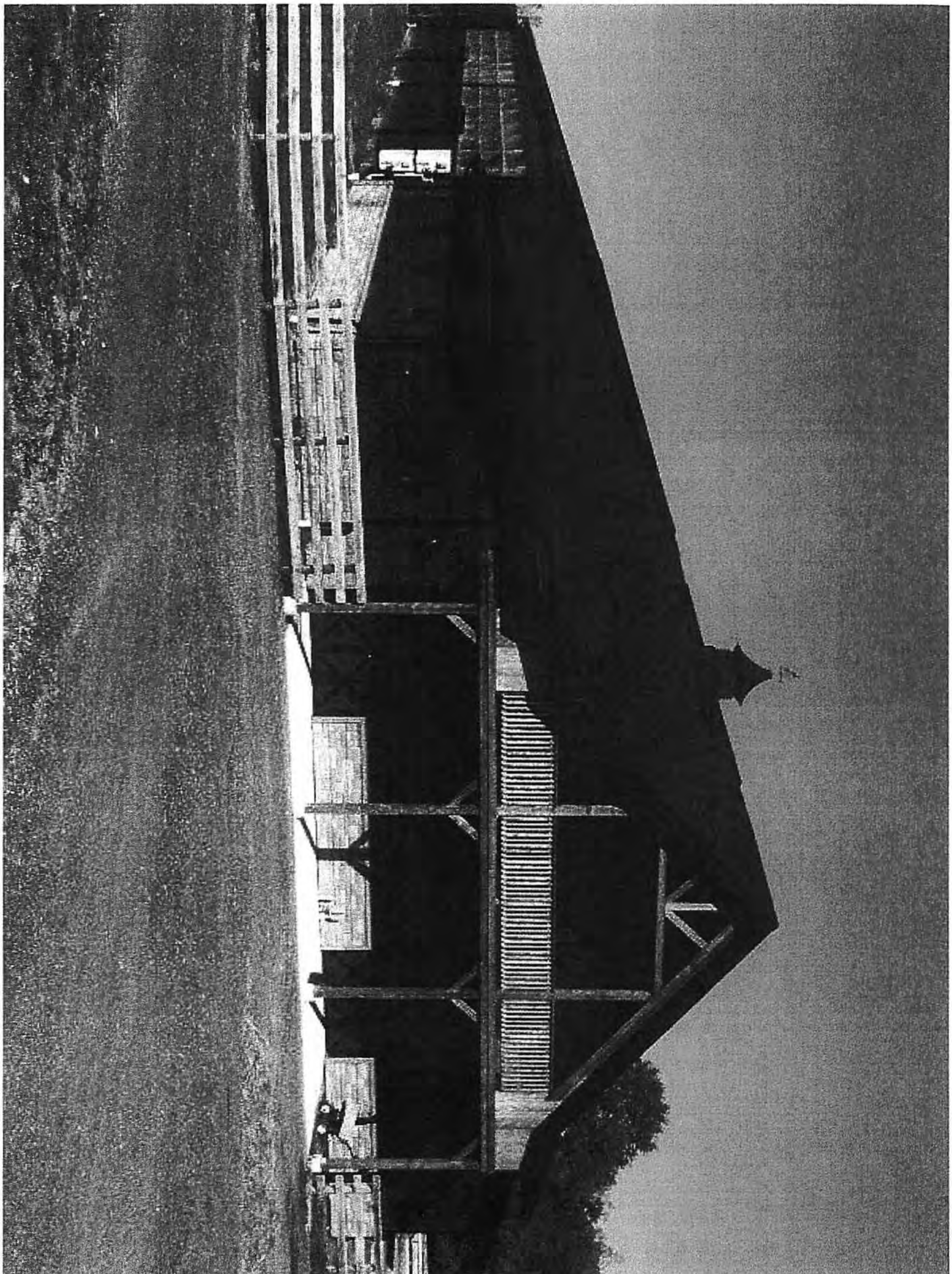
Projects

photo1

Custom Built Barn & Arena

We Build:

Equestrian Centres
Riding Arenas
Horse Barns - Stalls & Tack Rooms
Garages & Workshops
Maintenance Shops



BODIMEADE HORSE BARN

(http://www.advancedentrysystems.ca)

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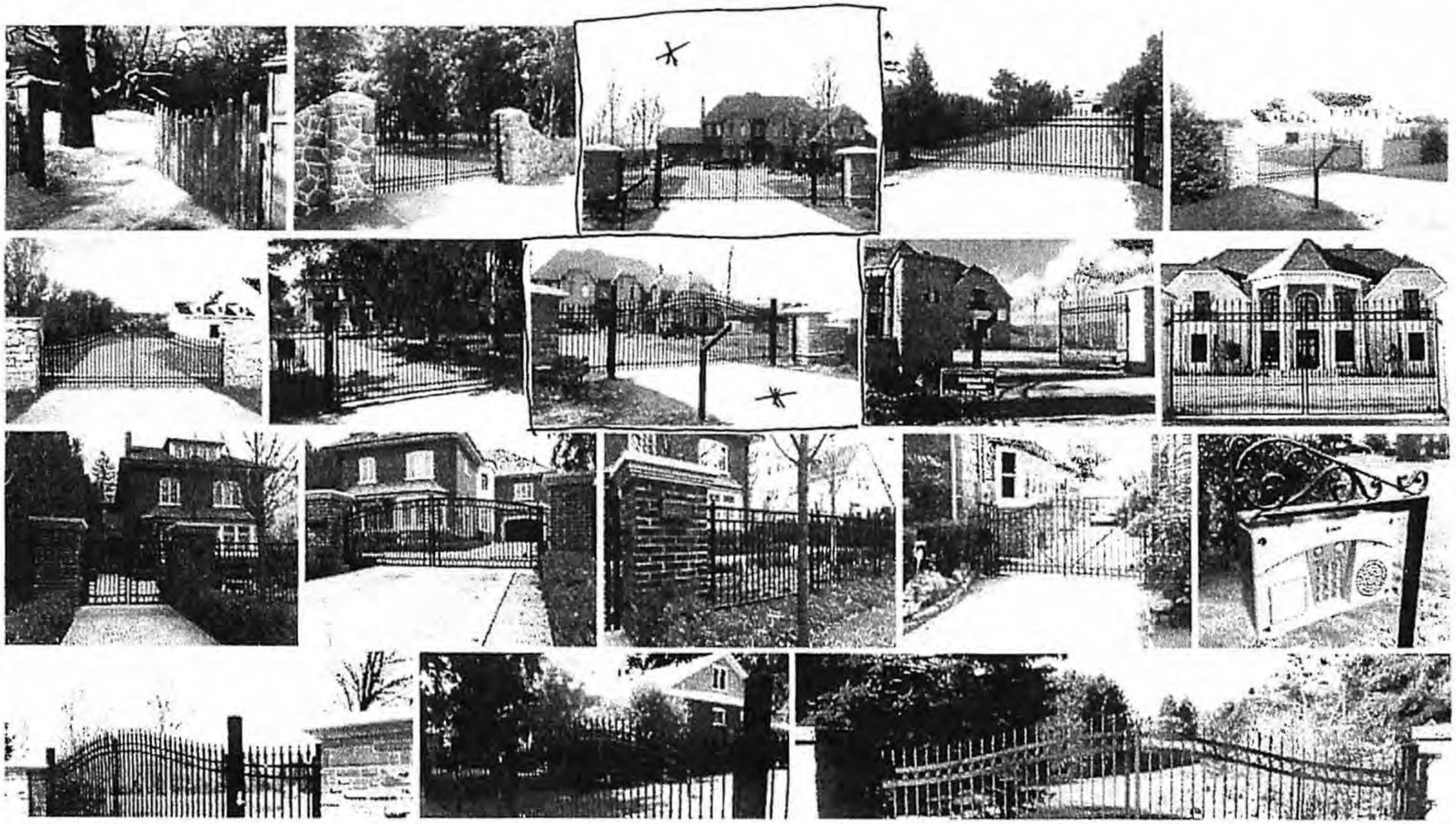

Bonoflo Irrigation

1 review

Lawn Sprinkler System Contractor

Newcastle, ON L1B 1J3

bonoflo.ca

(289) 356-1402

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Wills Agri-Quip & Fencing Systems in Uxbridge, ON | Company Profile
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Wills Agri-Quip & Fencing Systems is a special trade contractor located in Uxbridge, Ontario. View phone number, revenue, employees, and more.

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uxbridge.cylex.ca/company/wills-agri-quip---fencing-systems-12680123.html ▾
Wills Agri-Quip & Fencing Systems, 378 Regional Rd 8 in Uxbridge. Phone (905) 852-7653 with Driving directions.

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Wills Agri-Quip & Fencing Systems

Website

Fence Contractor

Address: Sunderland, ON
Phone: (905) 852-7653

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Add missing information
Add business hours

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Appendix 22

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 triaxle 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
			0.00
	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
	partial interest charge for overdue account 120 days from 11/05/15 to 2/22/16 (12.5% of outstanding balasnce) 16 days	6,981.09	6,981.09

Sales Tax Summary

amount owing as of April 5th 2016

Total

GST/HST No. 876562422

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

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
	legal fees	7,358.00	7,358.00
	less payment received Feb 22/16	-26,000.00	-26,000.00
	remaining interest charge for overdue account 120 days from 11/05/15 to 03/01/16 (12.5% on Feb 22 oustanding balance) 9 days	3,189.06	3,189.06
	less payment received Mar 1/2016	-59,363.13	-59,363.13
	interest charge for overdue account 150 days from 11/05/2015 to 03/05/2016 (12.5% on Mar 1 outstanding balance) 4 days	433.88	433.88
	interest charge for overdue account 150 days from 11/05/2015 to 03/05/2016 (12.5% on Mar 5 outstanding balance) 10 days	1,102.78	1,102.78
	interest charge for overdue account 180 days from 11/05/2015 to 04/05/2016 (12.5% of outstanding balance)	3,446.18	3,446.18

Sales Tax Summary

amount owing as of April 5th 2016	HST (ON) @ 13.0%	9,540.65
	Total Tax	9,540.65
	Total	$31,015.61

GST/HST No. 876562422

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

CompuQuest 2000

A Revolutionary Alternative

1299746 ONT. INC.
1935 SILICONE DR.
PICKERING, ON L1W 3V7
Tel: (905) 839-5255 Fax: (905) 839-4153

CANADIAN IMPERIAL BANK OF COMMERCE
7125 WOODBINE AVE.,
MARKHAM, ONTARIO L3R 1A3

010765

Aug 18·15

PAY Twenty one thousand one hundred twenty 00/100 $21,120.00

TO THE ORDER OF Reed Ridge Farms

PER

GARY BODIMEADE

⑈010765⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0002112000⑈

ItemSeqNum: 2600350617
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 2112000
CapturDate: 20150821
Batch_ID: 42120

Printer ID# 1021
ID d'imprimeur 1021

06062-004 10
THE TORONTO DOMINION BANK
AUG 20 2015
C I B C
TORONTO
1080 LANSDOWNE STREET WEST
PETERBOROUGH
06062-004
ID

TDCT 20150821
TORONTO ONTARIO
010017642?

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

AUG 21 15

TORONTO DOMINION BANK

041 1 8 2 8 5

2432

522 4020

BACK/VERSO

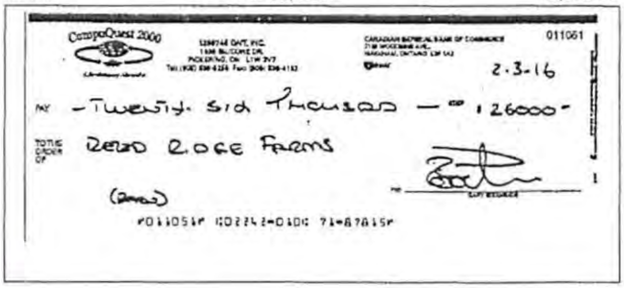
ItemSeqNum: 2600350617
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 2112000
CapturDate: 20150821
Batch_ID: 42120

CIBC Business Operating Account with Additional Option Statement

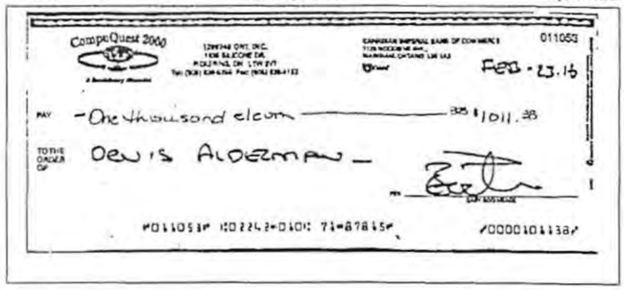
For Feb 1 to Feb 29, 2016
Account number: 02242 71-87815
Branch transit number: 02242

Images (continued)

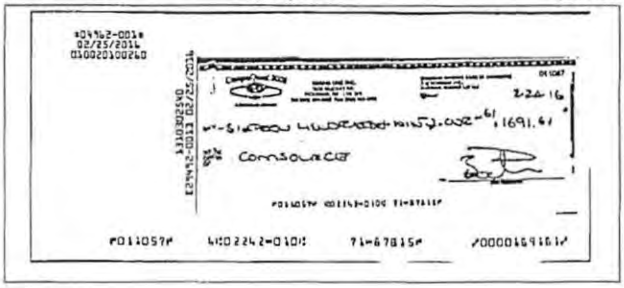
Cheque number	Date processed	Amount ($)
11051	Feb 22, 2016	26,000.00



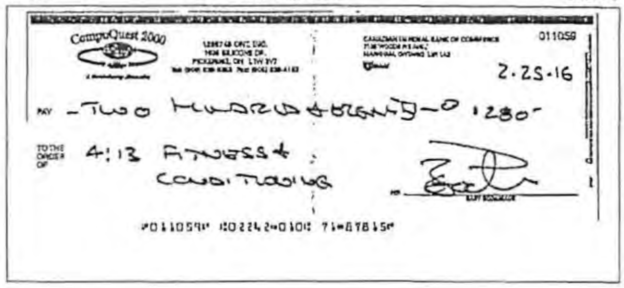
Cheque number	Date processed	Amount ($)
11053	Feb 29, 2016	1,011.38



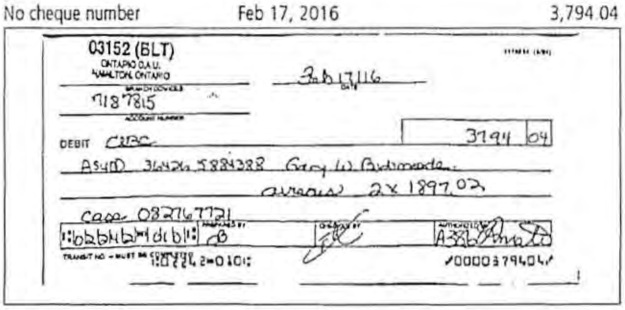
Cheque number	Date processed	Amount ($)
11057	Feb 25, 2016	1,691.61



Cheque number	Date processed	Amount ($)
11059	Feb 26, 2016	280.00



Cheque number	Date processed	Amount ($)
No cheque number	Feb 17, 2016	3,794.04



1601782 - 9872BIL 2011/06 CB 414434
132-006059

Appendix 24

Oros, Jan

From: Gary Bodimeade
Sent: Tuesday, March 1, 2016 2:26 PM
To: 'Reed Ridge Farms'
Cc: sprouts5437@hotmail.com
Subject: RE: Payment

Brian at Jensen has a $59363.13 check for you.

That was the sale of the trailer minus the safety, clean etc.

From: Reed Ridge Farms [mailto:reedridgefarms@gmail.com]
Sent: Tuesday, March 1, 2016 10:09 AM
To: Gary Bodimeade <garyb@compuquest2000.com>
Subject: RE: Payment

Great, let me know as soon as you can. I have to pick up some parts in Oshawa so will try to wait and just make one trip.

Sent from my Samsung device over Bell's LTE network.

-------- Original message --------
From: Gary Bodimeade <garyb@compuquest2000.com>
Date: 03-01-2016 10:03 AM (GMT-05:00)
To: Scott Reed <reedridgefarms@gmail.com>
Subject: RE: Payment

They picked up the trailer yesterday, just waiting for a call from Brian as to when I can pick up a check

From: Scott Reed [mailto:reedridgefarms@gmail.com]
Sent: Tuesday, March 1, 2016 9:59 AM
To: Gary Bodimeade <garyb@compuquest2000.com>
Subject: Payment

Hi Gary, did the new owners come and get their trailer? Invoice showing last payment received and current balance as of today attached. Scott

Naccarato, Valerie

From: Lit'l Sprouts
Sent: Tuesday, February 16, 2016 2:24 PM
To: Gary Bodimeade
Cc: reedridgefarms@gmail.com
Subject: Re: Horse trailer

Sounds good .. Please go ahead. Is that what we will see out of it or will Brian have a commission on that? Either way ho ahead and let's get Scott paid.
Thank-you
Aimee Bodimeade

Sent from my iPhone

On Feb 16, 2016, at 2:19 PM, Gary Bodimeade <garyb@compuquest2000.com> wrote:

> Brian just received an offer of $65000 for the 2 horse live in trailer,
>
> Aimee if you're ok with it I can done deal it and get Scott paid, please let me know
>
> Gary Bodimeade
>
> CQ2K
>
> 1935 Silicone Drive
>
> Pickering, Ontario, Canada
>
> Email: garyb@compuquest2000.com
>
> Im: garyb@compuquest2000.com
>
> "Celebrating our 17th year in business"

1299746 ONTARIO INC. O/A COMPUQUEST2000

SCHEDULE OF VEHICLES
MARCH 31, 2015 THROUGH MARCH 31, 2016
THIRD PARTY LIABILITY $2,000,000

THE INSURANCE MARKET

UNIT #	YEAR	MAKE & MODEL	VIN	VEH. USE	ALL PERILS DED	REGISTRATION	REGISTRATION ON FILE	POLICY CHANGE FORMS	LESSOR/LIENHOLDER	ADD/DELETE	SCHEDULED DRIVER
1	2008	FORD E250 CARGO VAN	1FTNE24W58DA98125	36	$ 1,000	1299746 Ontario Inc.	NO	OPCF 20 & OPCF 44			All Drivers
	2008	GMC ENVOY	1GKDT13S382214819	36	$ 1,000	1299746 Ontario Inc.	NO	OPCF 5, OPCF 20 & OPCF 44		DEL: April 27, 2015	
3	2008	PEGASUS HORSE TRAILER	1P9GE44248E338296	1	$ 1,000	1299746 Ontario Inc.	NO				
	2013	BLUE RIBBON 2+1 HORSE TRAILER	5TNHG3128D1001353		$ 1,000	1299746 Ontario Inc.	NO	OPCF 25	TRANSTAR LEASING	DEL: March 9, 2016	
	2011	FREIGHTLINER M2112	1FVAFHDV3BDAW8643		$ 1,000	1299746 Ontario Inc.	NO	OPCF 5 & OPCF 44		DEL: May 19, 2015	Jonard Vasquez
	2014	NEWMAR KING AIRE 4599	5CFLDCFP4EGJ01095	1	$ 5,000	GARY BODIMEADE	NO	OPCF 5, OPCF 20, OPCF 43 & OPCF 44	PFAFF LEASING	DELETE FOR RENEWAL	Gary Bodimeade
7	2014	DODGE RAM 1500	1C6RR7MT3ES264326	36	$ 1,000	1299746 Ontario Inc.	NO	OPCF 20, OPCF 23A, OPCF 43 & OPCF 44	ROYAL BANK OF CANADA		Matthew Cowley
8	2014	BLUE RIBBON BUMPER PULL TRAILER	5TNHB1423E1001521	1	$ 1,000	1299746 Ontario Inc.	NO				
9	2013	CANADA DUMP TRAILER	2CPUSD3J4DA018604	1	$ 1,000	1299746 Ontario Inc.	NO				
10	2014	AUDI RS7	WUAW2CFC4EN902297	7	$ 1,000	GARY BODIMEADE	NO	OPCF 5, OPCF 20, OPCF 43 & OPCF 44			Gary Bodimeade
	2014	DODGE RAM 1500	1C6RR7PM9ES277571	36	$ 1,000	1299746 Ontario Inc.	NO	OPCF 20, OPCF 23A, OPCF 43 & OPCF 44		DEL: December 28, 2015	
	2014	LAMBORGHINI LP-700 ROADSTER	ZHWCR1ZD3ELA02758	1	$ 5,000	GARY BODIMEADE	NO	OPCF 5, OPCF 20, OPCF 43 & OPCF 44		DEL: November 12, 2015	
13	2014	DODGE RAM 3500	3C63RRNL0EG271161	44	$ 1,000	1299746 Ontario Inc.	NO	OPCF 5, OPCF 20, OPCF 43 & OPCF 44	PFAFF LEASING		Gary Bodimeade
	2015	CADILLAC ESCALADE	1YGS4CKJ6FR222892	1	$ 1,000	AIMEE BODIMEADE	NO	OPCF 5, OPCF 20, OPCF 43 & OPCF 44	PFAFF LEASING	DEL: August 6, 2015	
15	2015	LEXUS RX350	2T2BK1BA6FC264610	7	$ 1,000	1299746 Ontario Inc.	NO	OPCF 5, OPCF 20, OPCF 43 & OPCF 44	TOYOTA CREDIT CANADA		Chaminda Malwatta
16	2015	MERCEDES-BENZ S63	WDDXJ7JB1FA003356	7	$ 1,000	GARY BODIMEADE	NO	OPCF 5, OPCF 20, OPCF 43 & OPCF 44	PFAFF LEASING		Gary Bodimeade
17	2015	TOYOTA SIENNA	5TDXK3DC6FS565521	36	$ 1,000	1299746 Ontario Inc.	NO	OPCF 20, OPCF 23A, OPCF 43 & OPCF 44	TOYOTA CREDIT CANADA		Scott Major
18	2015	FORD GREYHAWK MOTORHOME	1FDXE4FS7EDB08627	1	$ 5,000	1299746 Ontario Inc.	NO	OPCF 5, OPCF 20, OPCF 43 & OPCF 44	PFAFF LEASING		Gary Bodimeade
19	2015	JEEP WRANGLER	1C4BJWEG7FL636355	7	$ 1,000	1299746 Ontario Inc.	NO	OPCF 5, OPCF 20, OPCF 43 & OPCF 44	PFAFF LEASING		Gary Bodimeade
20	2015	MIDDLEBURY MWT8.516T TRAILER	56VBE1824FM620144	36	$ 1,000	GARY BODIMEADE	NO	OPCF & OPCF 43	TRANSTAR LEASING	ADD: May 4, 2015	
21	2015	BMW X6 M	5YMKW8C5XF0G93773	1	$ 1,000	GARY BODIMEADE	NO	OPCF 5, OPCF 20, OPCF 43 & OPCF 44	PFAFF LEASING	ADD: May 8, 2015	Gary Bodimeade
22	2016	FREIGHTLINER M2	1FVHCYCY3GHHA1253		$ 5,000	1299746 Ontario Inc.	NO	OPCF 5, OPCF 20, OPCF 43 & OPCF 44	PENSKE TRUCK LEASING	ADD: May 19, 2015	Jonard Vasquez
23	2015	CAN-AM MAVERICK ATV	3JBPDAR2X5J000188	56	$ 1,000	1299746 Ontario Inc.	NO	OPCF 5 & OPCF 44	PFAFF LEASING	ADD: May 29, 2015	Gary Bodimeade
24	2015	GMC SAVANA	1GD374CGXF1115504		$ 1,000		NO	OPCF 5, OPCF 20, OPCF 43 & OPCF 44	PFAFF LEASING	ADD: June 4, 2015	Jonard, Tim & Matthew
25	2016	PORSCHE CAYENNE	WP1AF2A22GLA40490		$ 2,500	1299746 Ontario Inc.	NO	OPCF 5, OPCF 20, OPCF 43 & OPCF 44	PFAFF LEASING	ADD: August 6, 2015	Aimee Bodimeade

Compuquest Cheques
Issued to Pinfold & Associates Inc, Craig Pinfold or Others for Pinfold

Chq#	Cheque Date	Cheque Issued To	Cheque Amount
7061	01/22/2010	Craig Pinfold	10,000.00
7400	07/08/2010	Craig Pinfold	100,000.00
7414	07/16/2010	Craig Pinfold	52,000.00
7415	08/16/2010	Pinfold & Associates Inc	50,000.00
7416	10/14/2010	Pinfold & Associates Inc	25,000.00
7417	11/01/2010	Pinfold & Associates Inc	27,500.00
7501	09/03/2010	Craig Pinfold	50,000.00
7607	01/26/2011	Pinfold & Associates Inc	50,000.00
7608	12/06/2010	Pinfold & Associates Inc	250,000.00
7609	11/08/2010	Craig Pinfold	6,000.00
7981	06/14/2011	Craig Pinfold	25,000.00
7757	03/02/2011	Craig Pinfold	40,000.00
7826	02/28/2011	Craig Pinfold	50,000.00
7897	04/01/2011	Craig Pinfold	25,000.00
7941	04/26/2011	Craig Pinfold	25,000.00
7983	07/04/2011	Craig Pinfold	25,000.00
7980	08/29/2011	Craig Pinfold	25,000.00
7982	09/22/2011	Craig Pinfold	25,000.00
8201	10/13/2011	Craig Pinfold	25,000.00
			885,500.00
Indirect Payments Per Cheque Memo			
7532	09/13/2010	Virtual Technology	50,000.00
7314	05/27/2010	Jay Clausner	15,000.00
7176	03/26/2010	Jay Clausner	10,000.00
7446	07/30/2010	Jay Clausner	5,000.00
			80,000.00
		Grand Total	965,500.00

LRO # 40 Charge/Mortgage

The applicant(s) hereby applies to the Land Registrar.

Registered as DR836940 on 2009 09 03 at 16:10

yyyy mm dd Page 1 of 8

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; WHITBY		
Address	7472 ASHBURN ROAD WHITBY		

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

Address for Service 7472 Ashburn Road
Whitby, Ontario
L1M 1L4

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 PINFOLD, CRAIG

Address for Service 47 Wilson House Drive
Ashburn, Ontario
L0B 1A0

Statements

Schedule: See Schedules

Provisions

Principal	$250,000.00 — *Currency* CDN
Calculation Period	monthly, not in advance
Balance Due Date	2009/10/31
Interest Rate	56% per annum
Payments	
Interest Adjustment Date	
Payment Date	See Schedule
First Payment Date	
Last Payment Date	
Standard Charge Terms	200033
Insurance Amount	Full insurable value
Guarantor	Gary Bodimeade

Signed By

Kimberly Anne Gabriel	1 Adelaide Street E., Suite 801 Toronto M5C 2V9	acting for Chargor (s)	First Signed	2009 09 03
Tel 4168691234				
Fax 4168690547				
Kimberly Anne Gabriel	1 Adelaide Street E., Suite 801 Toronto M5C 2V9	acting for Chargor (s)	Last Signed	2009 09 03
Tel 4168691234				
Fax 4168690547				

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

Submitted By

GARFINKLE, BIDERMAN LLP 1 Adelaide Street E., Suite 801 2009 09 03
Toronto
M5C 2V9

Tel 4168691234
Fax 4168690547

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargor Client File Number : FILE # 5607-005

SCHEDULE "A" - Additional Provisions

1. **Interest Rate**

The mortgage shall bear interest at the rate of 56.0% per annum, compounded monthly and payable on the last day of the term of the mortgage.

In case default shall be made in payment of any sum to become due for interest at any time appointed for payment in this Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity and judgment, shall bear interest at the rate provided for in this Charge. In case the interest and compound interest are not paid in one month from the time of default, a rest shall be made, and compound interest at the rate provided for in this Charge shall be payable on the aggregate amount then due, as well after as before maturity and judgment, and so on from time to time, and all such interest and compound interest shall be a charge upon the Charged Property.

2. **No Prepayment Privilege**

This Charge shall be closed and is not open for prepayment.

3. **Default**

In addition to any other Default Clauses set out in this Charge, or in the Standard Charge Terms referred to herein, the monies hereby secured, together with interest thereon as aforesaid, shall become payable and the security hereby constituted shall become enforceable immediately upon demand by the Chargee or the occurrence or happening of any of the following events ("Event(s) of Default"):

(a) the Chargor makes default in the payment of the principal, interest or other monies hereby secured or any principal or interest payment and other monies owed by it to the Chargee whether secured by this Charge or not;

(b) the Chargor makes material default in the observance or performance of any written covenant or undertaking heretofore or hereafter given by it to the Chargee, whether contained herein or not and pertaining to the assets or the financial condition of the Chargor and such default has not been cured within fifteen (15) days of written notice thereof being delivered to the Chargor;

(c) if any statement, information (oral or written) or representation heretofore or hereafter made or given by or on behalf of the Chargor to the Chargee and pertaining to the assets or the financial condition of the Chargor, and whether contained herein or not is false, inaccurate and/or misleading in any material respect;

(d) an order is made or an effective resolution passed for the winding-up, liquidation, amalgamation or reorganization of the Chargor, or a petition is filed for the winding up of the Chargor;

(e) the Chargor becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; or the Chargor makes a bulk sale of its assets; or a bankruptcy petition or receiving order is filed or presented against the Chargor;

(f) any proceedings with respect to the Chargor are commenced under the Companies' Creditors Arrangement Act;

(g) any execution, sequestration, extent or any other process of any Court becomes enforceable against the Chargor or a distress or analogous process is levied upon the property and assets of the Chargor or any part thereof, which in the opinion of the Chargee is a substantial part, and remains unsatisfied for such period as would permit such property to be sold thereunder, less two (2) business days, provided that such process is not in good faith disputed and, in that event, if the Chargor shall desire to contest such process it shall give security to the Chargee which, in the absolute discretion of the Chargee, shall be deemed sufficient to pay in full the amount claimed in the event it shall be held to be a valid claim;

(h) the Chargor ceases or threatens to cease to carry on its business or the Chargor commits or threatens to commit any act of bankruptcy or insolvency;

(i) the property hereby mortgaged and charged (the "Charged Property") or any part thereof, other than sales of lots containing fully completed single family dwellings to bona fide purchasers for value, prior approved in writing by the Chargee, are sold by the Chargor or if there is a change in the present effective voting control of the Chargor or a change in the beneficial ownership of the Chargor or the assets or any one of them;

(j) the monies secured hereby, together with interest thereon shall not be repaid to the Chargee when due;

(k) the Chargor makes any default with regard to any provision of the Commitment Letter.

4. Chargee May Remedy Default

If the Chargor should fail to perform any covenant or agreement of the Chargor hereunder, the Chargee may itself perform or cause to be performed such covenant or agreement and all expenses incurred or payments made by the Chargee in so doing, together with interest thereon at the rate set forth herein, shall be added to the indebtedness secured herein and shall be paid by the Chargor and be secured by this Charge together with all other indebtedness secured thereby, provided however that the foregoing shall not in any way be interpreted as an obligation of the Chargee.

5. Construction Liens

Provided also that upon the registration of any construction lien against title to the charged property which is not discharged within a period of ten (10) days from the registration thereof, all monies hereby secured shall, at the option of the Chargee, forthwith become due and payable.

The Chargee may at its option, withhold from any advances for which the Chargor may have qualified, such holdbacks as the Chargee in its sole discretion, considers advisable to protect its position under the provisions of the Construction Lien Act, 1990, so as to secure its priority over any construction liens, until the Chargee is fully satisfied that all construction lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this clause shall be construed to make the Chargee an "owner" or "payer" as defined under the Construction Lien Act, 1990, nor shall there be, or be deemed to be, any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be made by the owner or payer shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the Construction Lien Act, 1990.

6. Environmental

(a) "Hazardous Substances" includes:

(i) any substances that, if added to any water or emitted into the air would create or contribute to the creation of a condition of such water or air that is detrimental to its use by or to the health, safety or welfare of persons or animals or cause damage to plant life or Charged property;

(ii) any radioactive materials or explosives;

(iii) any substances declared from time to time to be hazardous, dangerous or toxic under any applicable federal, provincial or municipal law, by-law, regulation or other enactment, including without limitation, asbestos; and

(iv) any other substances which is or may become hazardous, toxic or dangerous to persons or Charged property.

(b) The Chargor hereby represents, warrants, covenants and agrees to and with the Chargee that:

(i) to the best of the knowledge of the Chargor after due and diligent inquiry, there are no Hazardous Substances on the Charged property no Hazardous Substances have ever been used, stored or located on the Charged property and no part of the Charged property is or has ever been contaminated by any Hazardous Substances;

(ii) no Hazardous Substances shall be brought onto or used on the Charged property without the prior written consent of the Chargee;

(iii) any Hazardous Substances brought onto the Charged property or used by any person on the Charged property shall be transported, used and stored only in accordance with all applicable laws, regulations, by-laws and other lawful requirements, prudent industrial standards and any other requirements of the Chargee;

(iv) no use of the Charged property will be allowed which may cause or increase the likelihood of the escape, seepage, leakage, spillage, release or discharge of any Hazardous Substances on, from or under the Charged property or permit any policy of insurance in respect to the Charged property to be cancelled; and

(v) the Chargor shall promptly notify the Chargee as soon as it knows or suspects that any Hazardous Substances have been brought onto the Charged property or that there is any actual, threatened or potential escape, seepage, leakage, spillage, release or discharge of any Hazardous Substances on, from or under the Charged property.

(c) The Chargor shall indemnify and save harmless the Chargee, its officers, directors, employees, agents and shareholders against and from all loss, costs and damages (including, without limitation, all legal fees and disbursements) which they or any of them may suffer, incur or become liable for by reason of or arising out of the use, generation, storage, escape, seepage, leakage, spillage, release, disposal or presence on, from or under the Charged property of any Hazardous Substances including, without limitation the cost of any reports as to compliance with or breach of the provisions of this paragraph 12 which the Chargee, acting reasonably may obtain at any time and from time to time.

7. <u>Miscellaneous</u>

The Chargor agrees as follows:

(a) The Chargor shall keep the Charged Property and buildings, erections and improvements thereon in good condition and repair according to the nature and description thereof, respectively, and the Chargee may, whenever it deems necessary, by its agent, enter upon and inspect the Charged Property and make such repairs as it deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate aforesaid shall be added to the Charge debt and be payable forthwith and be a charge upon the Charged Property prior to all claims thereon subsequent to this Charge.

(b) to pay taxes, utilities and other operating and maintenance costs and provide evidence thereof to the Chargee;

(c) to perform all governmental requirements and obligations as required;

(d) to deliver to the Chargee all reasonable financial information deemed necessary by the Chargee, when requested including, within one hundred and twenty (120) days of the end of each fiscal year of the Chargor, furnishing to the Chargee audited financial statements prepared at the expense of the Chargor and, additionally, within one hundred and twenty (120) days of the end of the fiscal year of the operation of the Charged Property by the Chargor, furnishing to the Chargee an audited annual operating statement prepared at the expense of the Chargor, which statement, notwithstanding the generality of the foregoing, shall set forth the gross rents and other revenue derived by the Chargor from the Charged Property, the costs and expenses of the operation and maintenance of the Charged Property and such information and explanation in respect of the foregoing as may be required by the Chargee and such statements shall be required to be prepared by a duly qualified chartered accountant and/or certified public accountant suitable to the Chargee and the correctness of such statements shall be duly supported by the affidavit of a director or officer of the Chargor.

(e) to comply with all covenants and reporting requirements set out in the Commitment Letter;

(f) to provide or comply with such other covenants and terms as the Chargee may reasonably require.

8. **Restriction on Transfer**

In the event of the Chargor selling, transferring or conveying title or its rights to a purchaser, transferee or grantee not approved by the Chargee or in the event of a change in the legal or beneficial ownership of the Property, the Borrower or the Chargor, not approved in writing by the Chargee, then, at the sole option of the Chargee, all monies secured, together with all accrued and unpaid interest thereon and any other amounts due under this Charge shall become due and payable.

9. **Subsequent Financing**

No financing subsequent to the Chargee's facilities shall be permitted, without the prior written consent of the Chargee which consent shall not be unreasonably withheld.

10. **Prior Encumbrances**

The Chargee will postponement its interest under this second mortgage to new first mortgage financing provide that the principal amount of any new first mortgage financing does not exceed the sum of One Million and One Hundred Thousand Dollars (Canadian).

11. **Late Payment**

In the event the loan is not repaid at the time or times provided herein, the Chargee will not be required to accept payment of the principal monies without first receiving three (3) months notice in writing or receiving three (3) months interest bonus in advance of the principal monies.

12. **Insurance**

Without limiting the generality of any provision of this Charge, the Chargor shall carry such liability, rental, boiler, fire and other insurance coverage in such amounts as required by the Chargee. Written evidence of continuance of such insurance from the insurer under such policy or policies to the effect that coverage has been extended for a minimum of at least one year and all premiums with respect to such extended term of such coverage have been paid for in full shall be produced to the Chargee at least thirty (30) days before expiration of any term of such respective policy; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided in this Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the Charged Property together with a penalty of $500.00.

Notwithstanding any other provision to the contrary, statutory or otherwise, in the event of any moneys becoming payable pursuant to an insurance policy with respect to buildings located on the Charged Property, the Chargee may at its option require the said moneys to be applied by the Chargor in making good the loss or damage in respect of which the money is received, or in the alternative, may require that any or all of the moneys so received to applied in or towards satisfaction of any or all of the indebtedness secured hereunder whether or not the same has become due.

Provided also that the covenant for insurance hereinbefore contained shall provide that loss, if any, shall be payable to the said Chargee, as its interest may appear, subject to the Chargee's standard form of mortgage clause or the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance and form part thereof.

13. **Payment of Taxes**

With respect to municipal taxes, school taxes and local improvement rates (hereinafter referred to as "Taxes") chargeable against the Charged Property, the Chargor covenants and agrees with the Chargee that:

(a) The Chargee may deduct from any advance of the moneys secured by this Charge an amount sufficient to pay the Taxes which have become due and payable during any calendar year;

(b) The Chargee may at its sole option estimate the amount of the Taxes chargeable against the Charged Property payable in each year and the Chargor shall forthwith upon demand of the Chargee pay to the Chargee one-twelfth (1/12) of the estimated annual amount of such Taxes on the dates on which instalments of principal and interest are payable during the term of this Charge commencing with the 1st day of the first full month of the term of this Charge. The Chargee may at its option apply such payments to the Taxes so long as the Chargor is not in default under any covenant or agreement contained in this Charge, but nothing herein contained shall obligate the Chargee to apply such payments on account of Taxes more often than yearly. Provided, however, that if the Chargor shall pay any sum or sums to the Chargee to apply on account of Taxes, and if before the same shall have been so applied, there shall be default by the Chargor in respect of any payment of principal or interest as herein provided, the Chargee may at its option apply such sum or sums in or towards payment of the principal and/or interest in default. If the Chargor desires to take advantage of any discounts or avoid any penalties in connection with the payment of Taxes, the Chargor may pay to the Chargee such additional amounts as are required for that purpose.

(c) In the event that the Taxes actually charged in one (1) calendar year, together with any interest and penalties thereon, exceed the estimated amount, the Chargor shall pay to the Chargee on demand the amount required to make up the deficiency. The Chargee may at its option, pay any of the Taxes when payable, either before or after they are due, without notice, or may make advances therefor in excess of the then amount of any credit held by the Chargee for the said Taxes. Any excess amount advanced by the Chargee shall be secured as an additional principal sum under this Charge and shall bear the same rate of interest as aforesaid until repaid by the Chargor.

(d) The Chargor shall transmit to the Chargee forthwith after receipt of same the assessment notices, Tax bills and other notices affecting the imposition of Taxes upon the Charged Property

(e) In no event shall the Chargee be liable for any interest on any amount paid to it as hereinbefore required and the moneys so received may be held with its own funds pending payment or application thereof as hereinbefore provided, provided that in the event that the Chargee does not utilize the funds received on account of Taxes in any calendar year, such amount or amounts may be held by the Chargee on account of any pre-estimate of Taxes required for the next succeeding calendar year, or at the Chargee's option the Chargee may repay such amount to the Chargor without any interest.

(f) The Chargor shall in all instances be responsible for the payment of any and all penalties resulting out of any late payment of current Tax instalments or any arrears of Taxes, and at no time shall such penalty be the responsibility of the Chargee.

(g) The Chargor shall deliver to the Chargee on or before December 31st in each such calendar year, written evidence from the taxing authority having jurisdiction with respect to the municipal realty Taxes levied and assessed against the Charged Property, such evidence to be to the effect that all Taxes for the current calendar year and any preceding calendar year have been paid in full. In the event of the failure of the Chargor to comply with the covenant as aforenoted, the Chargee shall be entitled to charge a servicing fee for each written enquiry directed to such taxing authority or the relevant taxation office for the purpose of ascertaining the status of the Tax account pertaining to the Charged Property, together with any costs payable to the taxing authority for such information. Such servicing fee is hereby agreed to be a fair and equitable one under the circumstances and is intended to cover the Chargee's administrative costs and shall not be deemed a penalty.

14. <u>Payments</u>

(a) All payments shall be applied firstly on account of interest calculated as aforesaid on the balance of the principal amount outstanding from time to time except that in the case of default hereunder, the Chargee may then apply any payment(s) received during default in whatever order it may elect as between taxes, interest, repairs, insurance, legal fees (on a solicitor and client basis) or any other payments made on behalf of the Chargor. All payments and charges and fees upon which G.S.T. is chargeable shall include an additional G.S.T. component.

15. **Notice**

Any notice, election, demand, declaration or request which may or is required to be given or made pursuant to this Charge, shall (unless otherwise required by law or set out in this Charge) be given or made in writing and shall be served personally upon an individual party for whom it is intended or upon any executive officer of a corporate party for whom it is intended or mailed by prepaid registered mail:

(a) in the case of the Chargor addressed to:

7472 Ashubrn Road
Whitby, Ontario, L1M 1L4

Attention: Aimee Lynn Bodimeade

(b) in the case of Chargee at:

47 Wilson House Drive
Ashburn, Ontario
L0B 1A0

Attention: Craig Pinfold

or such other address (or in the case of a corporate party in care of such other officer) as any party may from time to time advise the other parties hereto by notice in writing as aforesaid. The date of receipt of any such notice, election, demand, declaration or request, shall be the date of delivery of such notice, election, demand or request if delivered personally or if mailed as aforesaid shall be deemed to be the third juridical day next following the date of such mailing. If at the date of any such mailing there is a general interruption in the operation of the postal service in the Province of Ontario which does or is likely to delay the delivery by mail of such notice, election, demand or request, it shall be served personally.

16. **Invalidity**

If any of the terms, covenants or conditions of this Charge shall be void for any reason, it shall be severed from the remainder of the provisions hereof and the remaining provisions shall remain in full force and effect notwithstanding such severance. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

25. **Power of Sale**

PROVIDED that in the event power of sale proceedings are taken, the Chargee as vendors may sell the property on terms and if the result is that any mortgages taken back are at a rate lower than the rate for the first and/or second mortgagee in the industry then the Chargee shall be entitled to sell these charges at a discount and the discount shall form part of the loss incurred by the Chargee and be recoverable against the Chargor.

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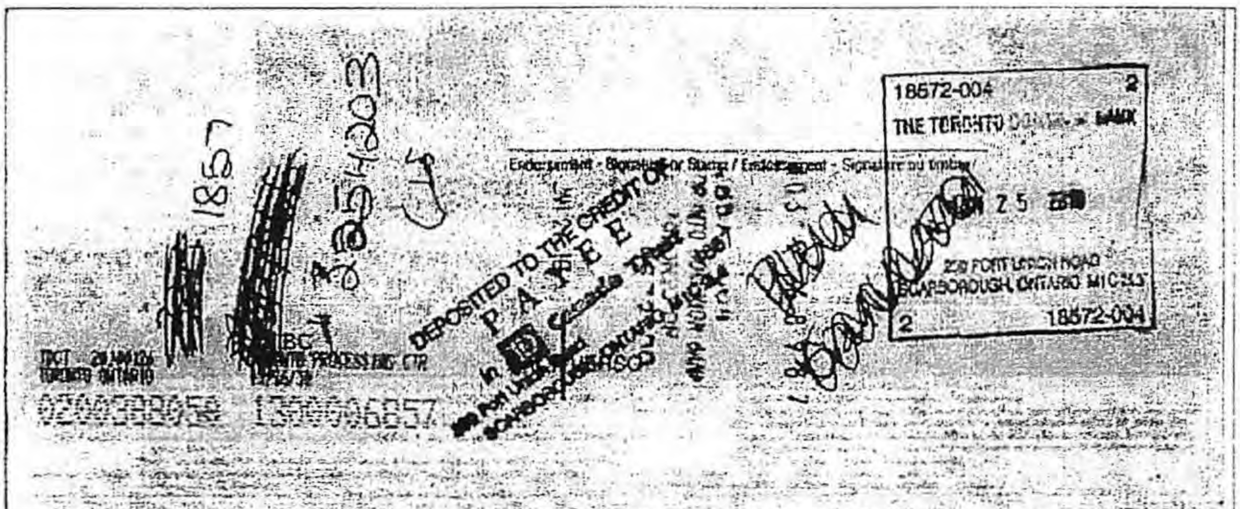

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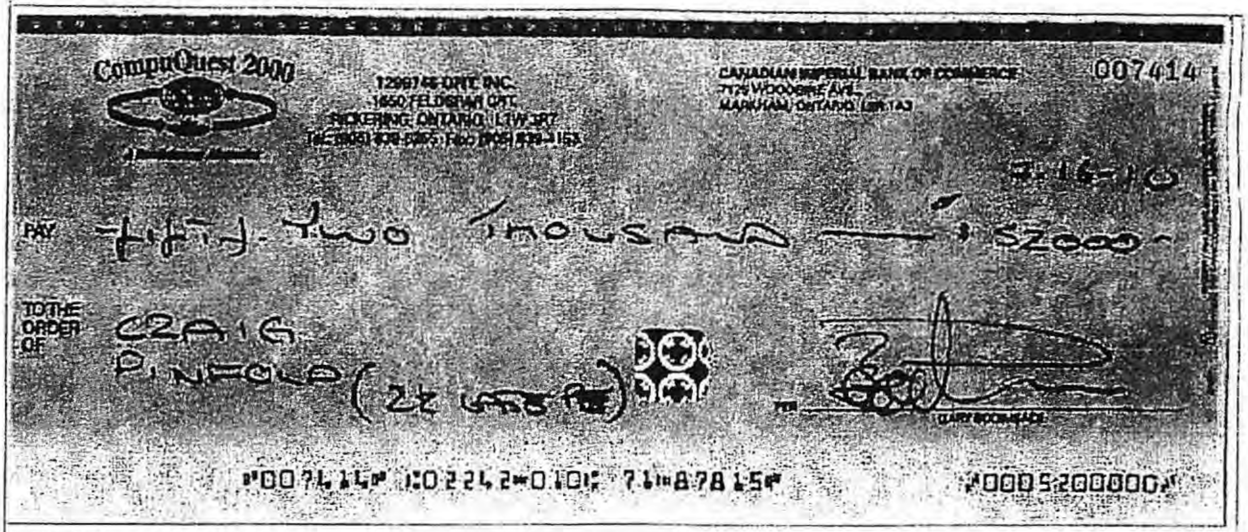

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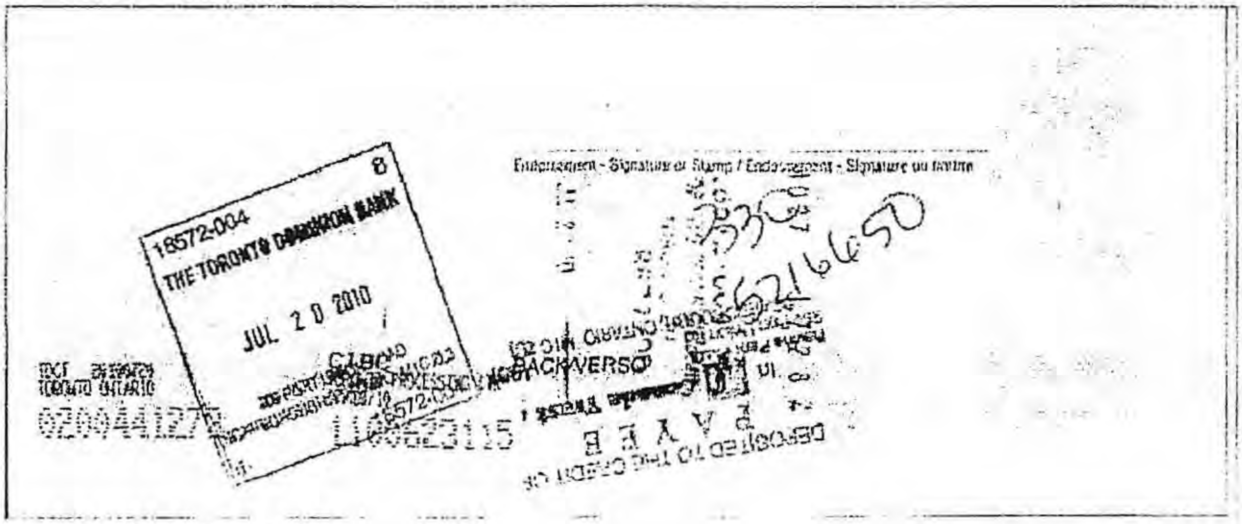

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CompuQuest 2000

1299748 ONT. INC.
1050 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7
Tel: (905) 839-6255 Fax: (905) 839-4151

CANADIAN IMPERIAL BANK OF COMMERCE
2125 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

007415

PAY — FIFTY THOUSAND —— $ 50,000 XX

TO THE ORDER OF PINFOLD & ASSOCIATES INC

$50k of $100k

PER GARY BOOMHEADE

⑈007415⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0005000000⑈

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Account: 7187815
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Batch_ID: 41750

3570
52/1650

Endorsement · Signature or Stamp / Endossement · Signature ou timbre

TXT 29100916
TORONTO ONTARIO
0500397812

CIBC
TORONTO PROCESSING CTR
08/16/10
1100589881

BACK/VERSO

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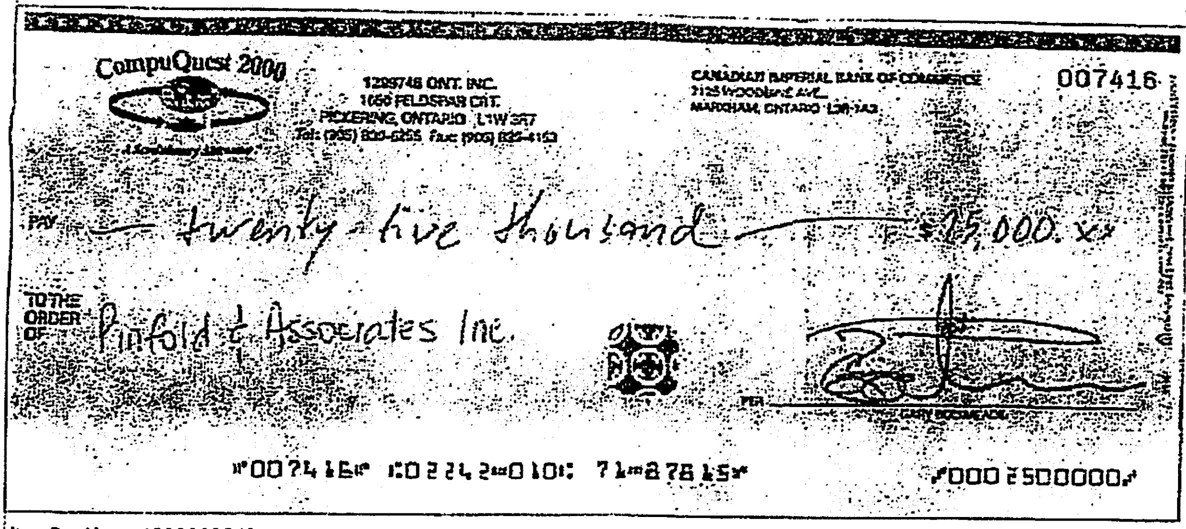
CompuQuest 2000

1299748 ONT. INC.
1050 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7
Tel: (905) 839-6255 Fax: (905) 839-4153

CANADIAN IMPERIAL BANK OF COMMERCE
7125 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

007416

PAY — twenty-five thousand — $25,000.xx

TO THE ORDER OF Pinfold & Associates Inc.

PER

⑈007416⑈ ⑆02242⑉010⑆ 71⑉878 15⑈ ⑈0002500000⑈

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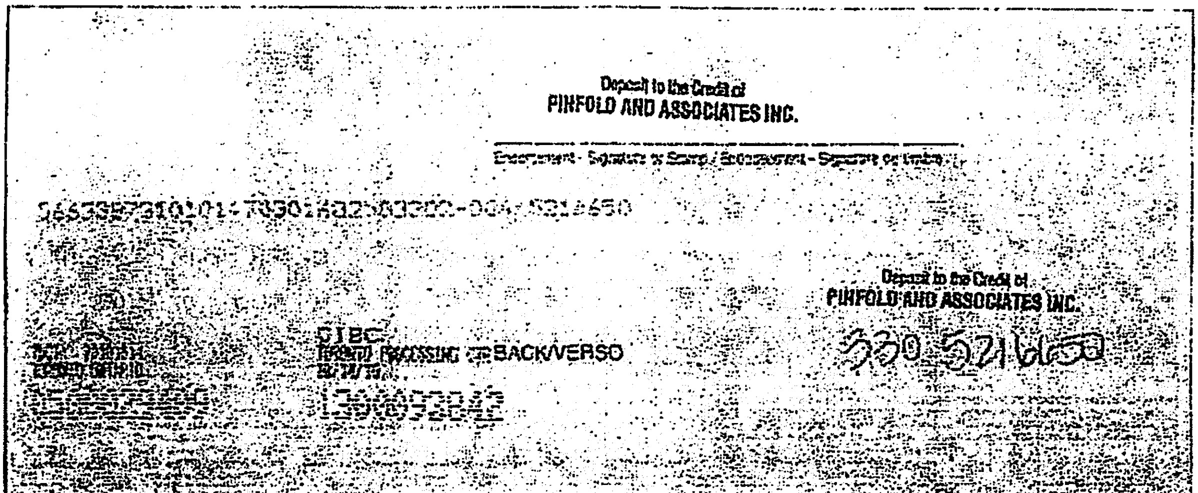
Deposit to the Credit of
PINFOLD AND ASSOCIATES INC.

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

CIBC
TORONTO PROCESSING BACK/VERSO

Deposit to the Credit of
PINFOLD AND ASSOCIATES INC.
330 521650

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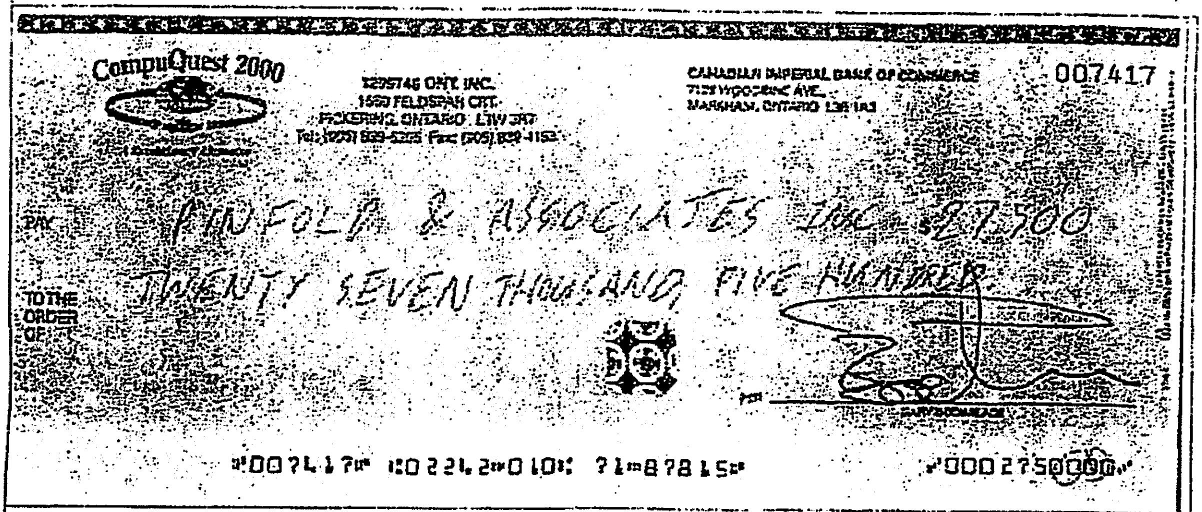

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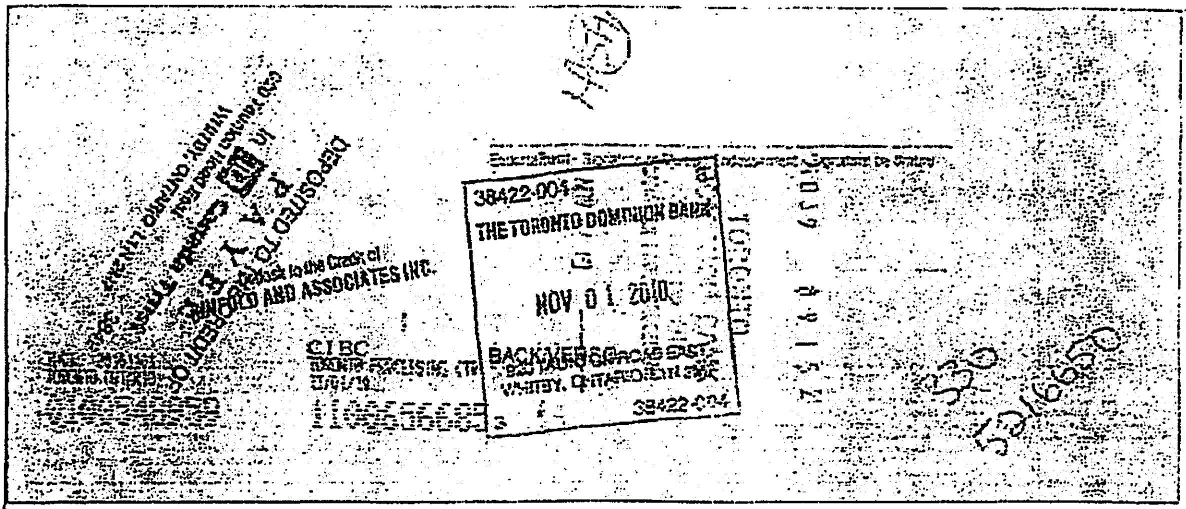

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CompuQuest 2000

1259746 ONT. INC.
1550 FELDSPAR CRT.
PICKERING ONTARIO L1W 3R7
Tel. (905) 839-5255 Fax: (905) 839-4152

CANADIAN IMPERIAL BANK OF COMMERCE
7155 WOODBINE AVE.
MARKHAM, ONTARIO

007501

09.03.10

PAY - Fifty - Thousand ——— $ 50000 ⁰⁰

TO THE ORDER OF Craig Pirollo

GARY BOURGEOIS

007501 02242-010 71-87815 0005000000

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TrRoutNumCDN: 2242
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CheckAmt: 5000000
CapturDate: 20100907
Batch ID: 42642

TD CANADA TRUST
SEP 03 2010

Endorsement - Signature or Stamp

WHITBY, ONTARIO L1R 3B

CIBC

BACK/VERSO

9100172557

1100529939

530660

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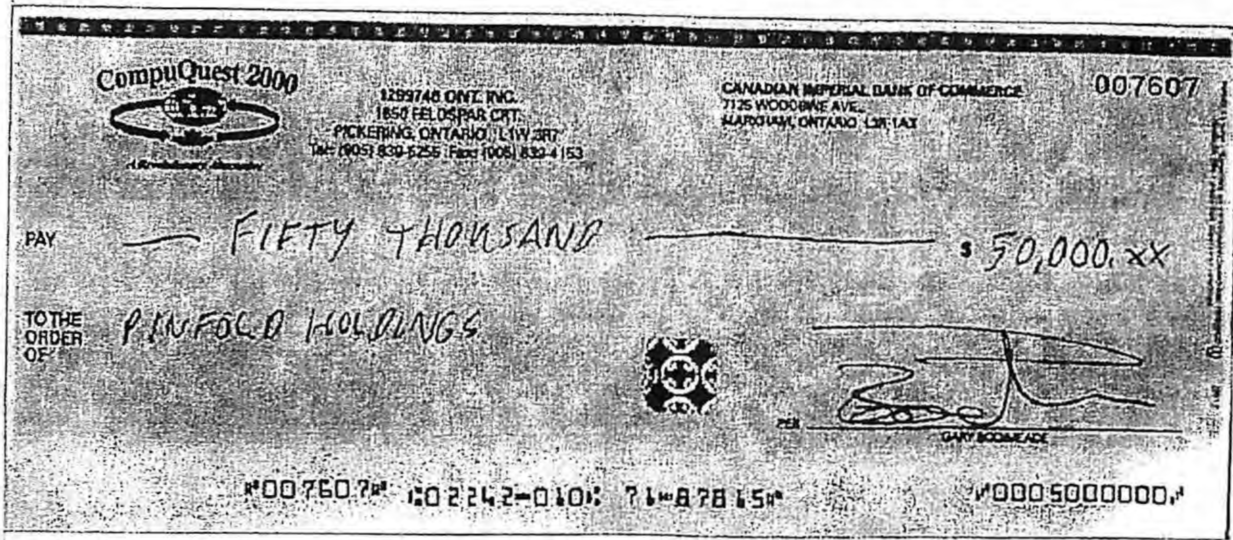
CompuQuest 2000

1299748 ONT. INC.
1650 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7
Tel: (905) 839-5256 Fax: (905) 832-4153

CANADIAN IMPERIAL BANK OF COMMERCE
7125 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

007607

PAY — FIFTY THOUSAND ———— $ 50,000.xx

TO THE ORDER OF PINFOLD HOLDINGS

PER

GARY BOOMHEADE

⑈007607⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0005000000⑈

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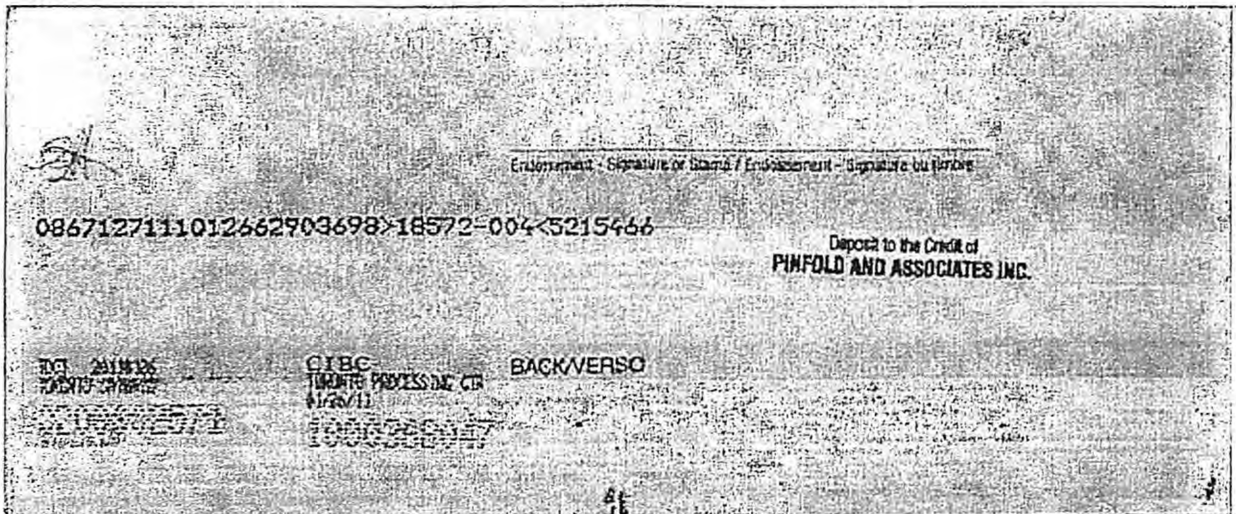
Endorsement - Signature or Stamp / Endossement - Signature ou timbre

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Deposit to the Credit of
PINFOLD AND ASSOCIATES INC.

CIBC
TORONTO PROCESSING CTR
01/26/11

BACK/VERSO

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Batch_ID: 40346

CompuQuest 2000

1299746 ONT. INC.
1650 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7
Tel: (905) 839-8210 Fax: (905) 839-4153

CANADIAN IMPERIAL BANK OF COMMERCE
7125 WOODBINE AVE.
MARKHAM, ONTARIO

007608

PAY Two hundred, fifty thousand dollars, no cents $ 250,000.00

TO THE ORDER OF
Deposit to the Credit of
PINFOLD AND ASSOCIATES INC.

PER

⑈007608⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0025000000⑈

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WHITBY, ONTARIO L1N 2M7

5842

Deposit to the Credit of
PINFOLD AND ASSOCIATES INC.

CIBC
TORONTO PROCESSING CTR

BACK/VERSO

1100216009

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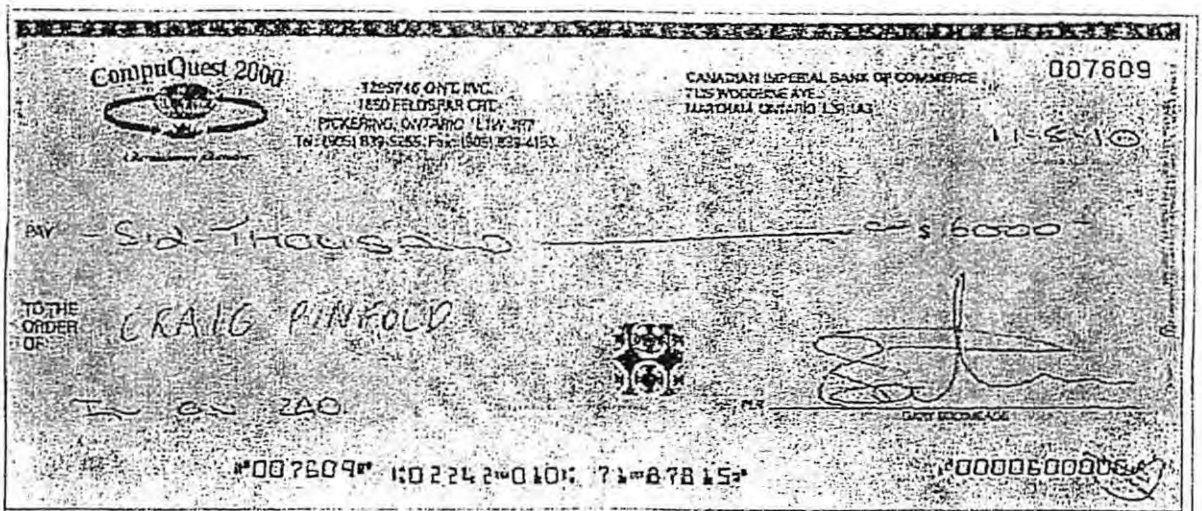

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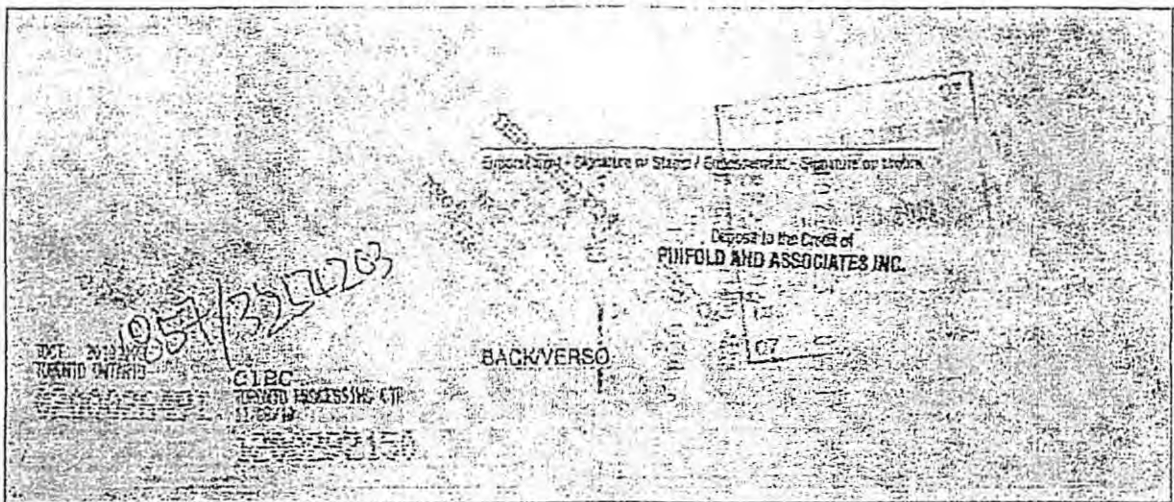

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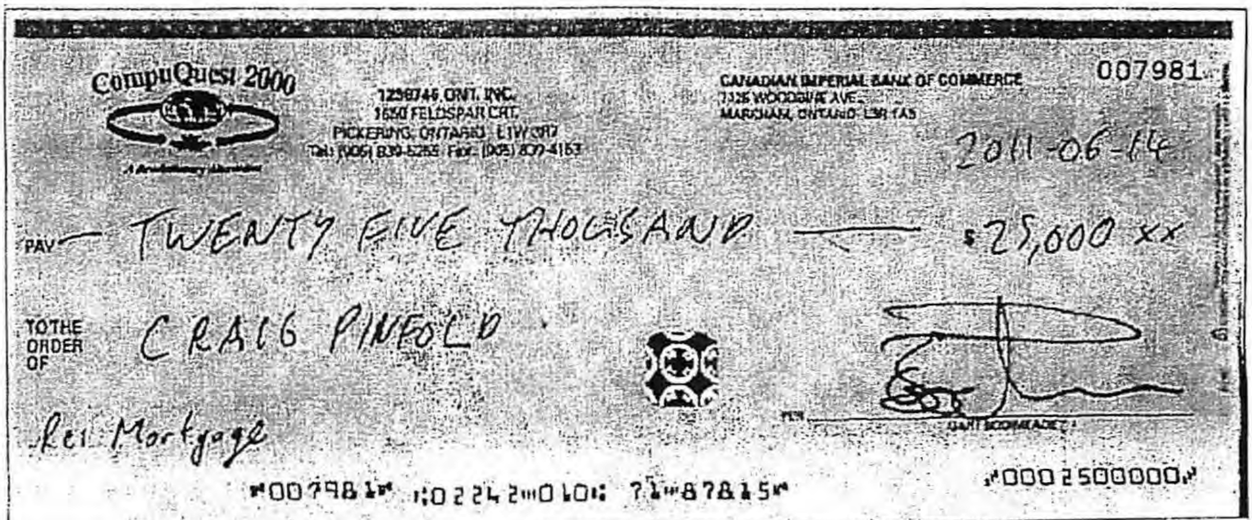

CompuQuest 2000

1236746 ONT. INC.
1650 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7
Tel: (905) 839-5255 Fax: (905) 839-4153

CANADIAN IMPERIAL BANK OF COMMERCE
7325 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A5

007981

2011-06-14

PAY — TWENTY FIVE THOUSAND — $25,000 xx

TO THE ORDER OF CRAIG PINFOLD

Re: Mortgage

⑈007981⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0002500000⑈

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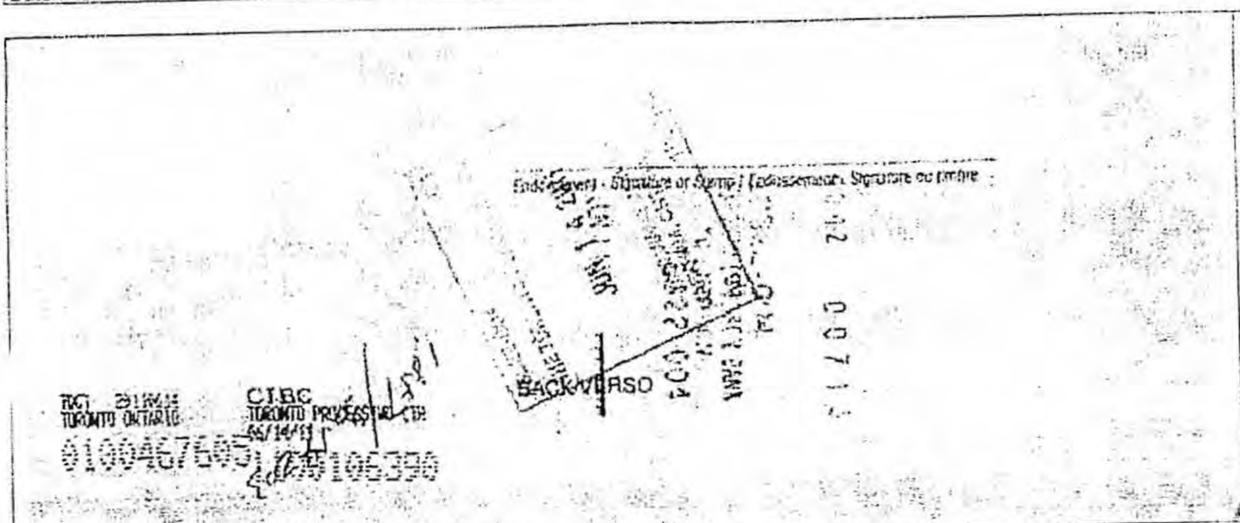

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

BACK/VERSO

CIBC
TORONTO PROCESSING CTR
06/14/11

0100467695 1100106390

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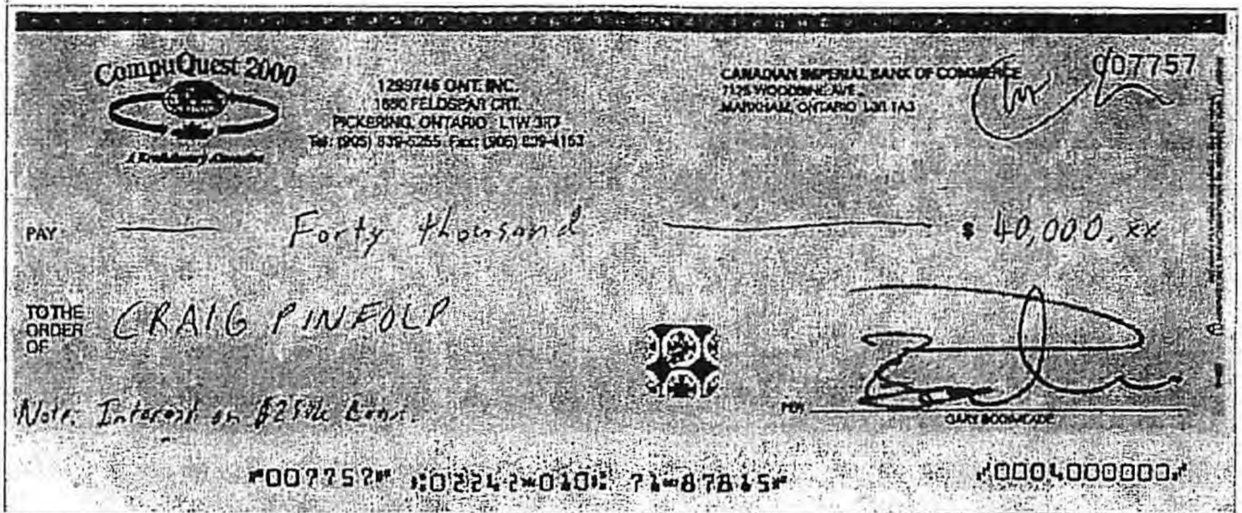

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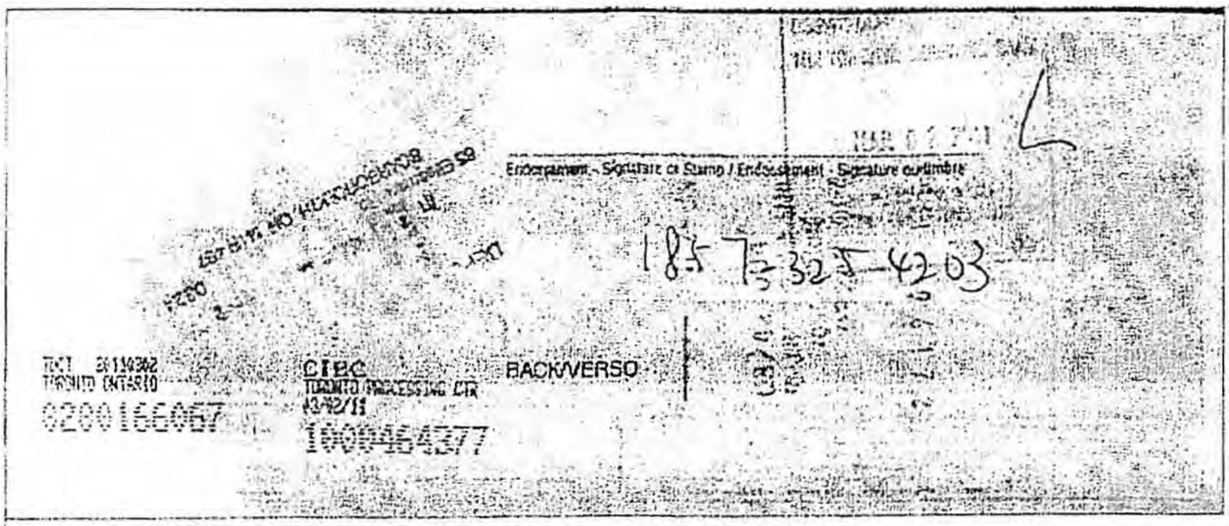

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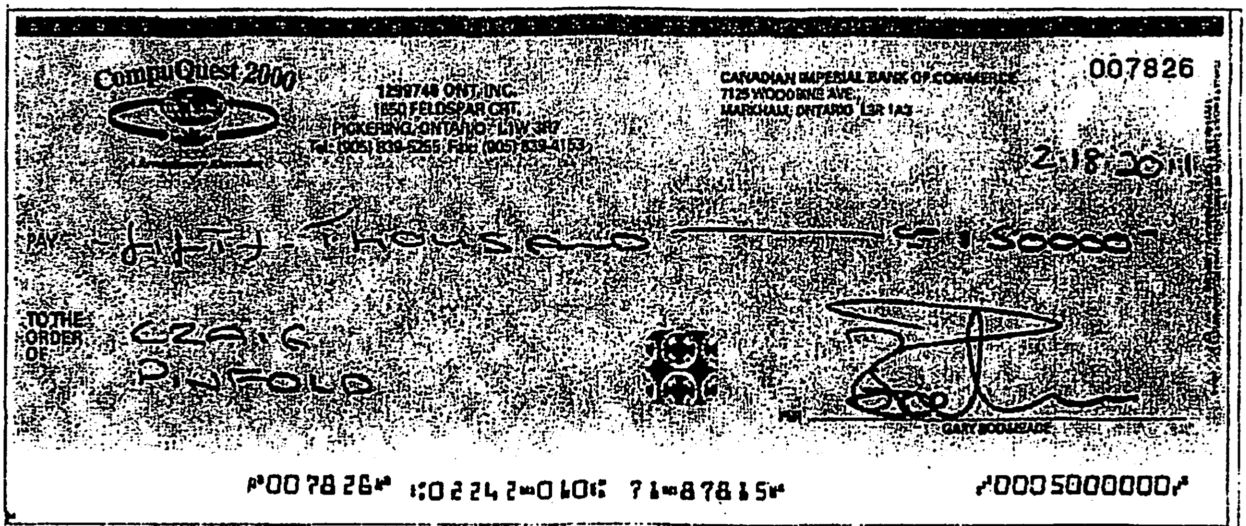

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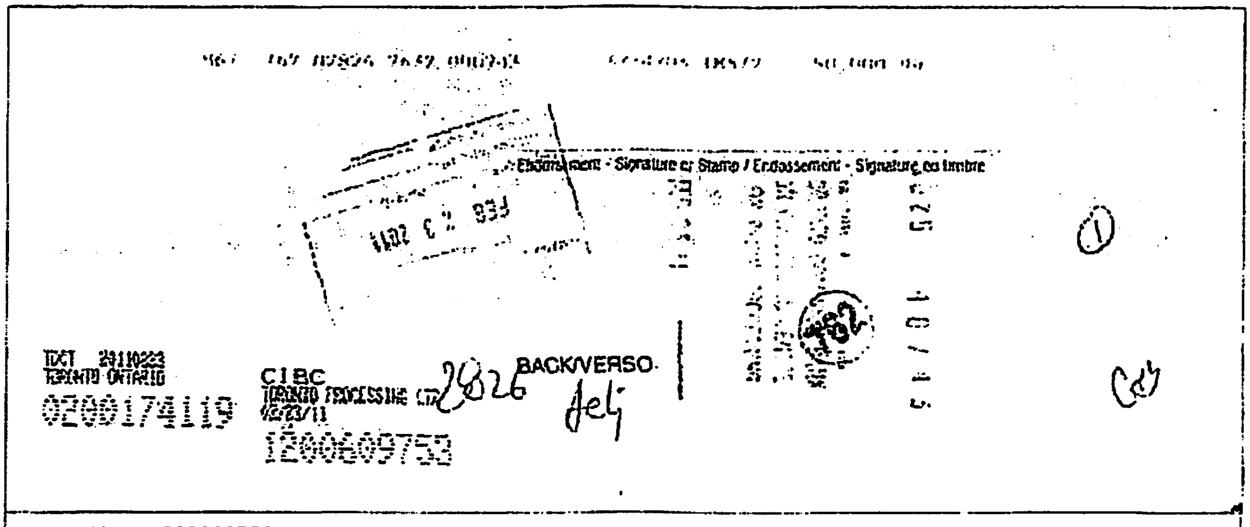

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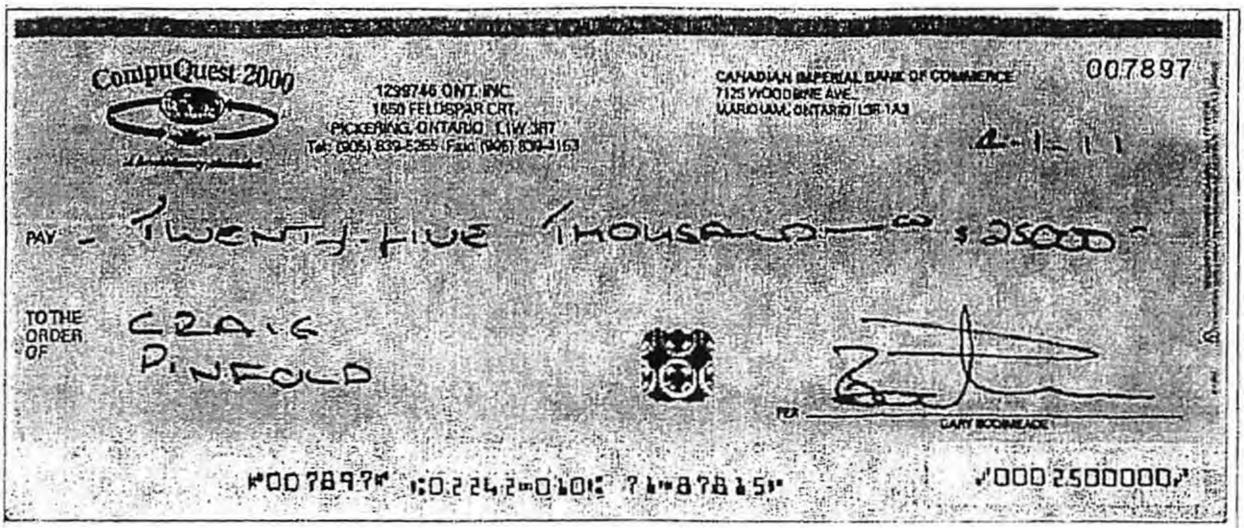

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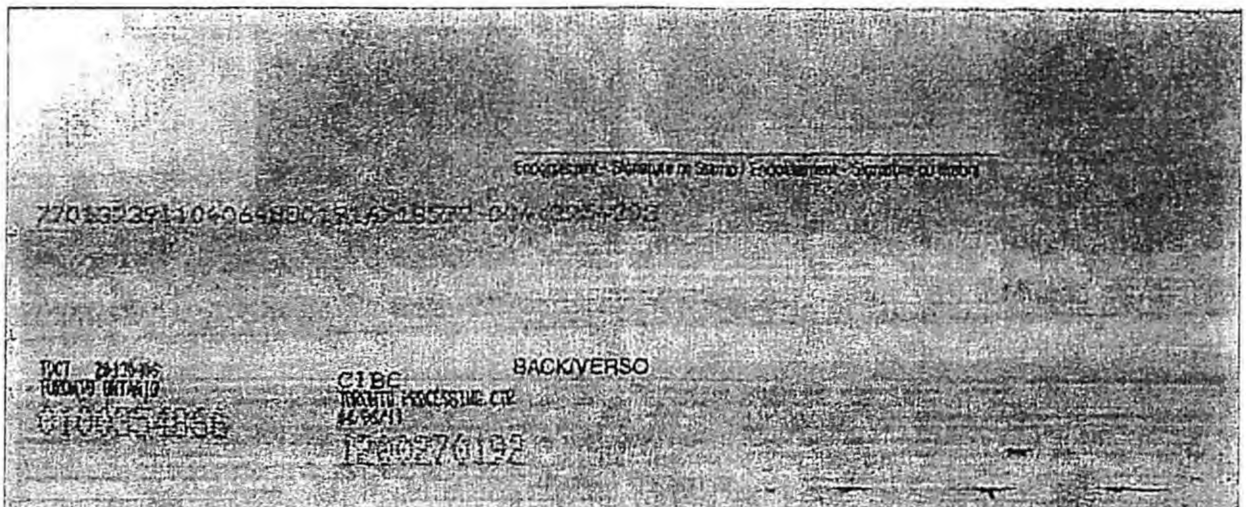

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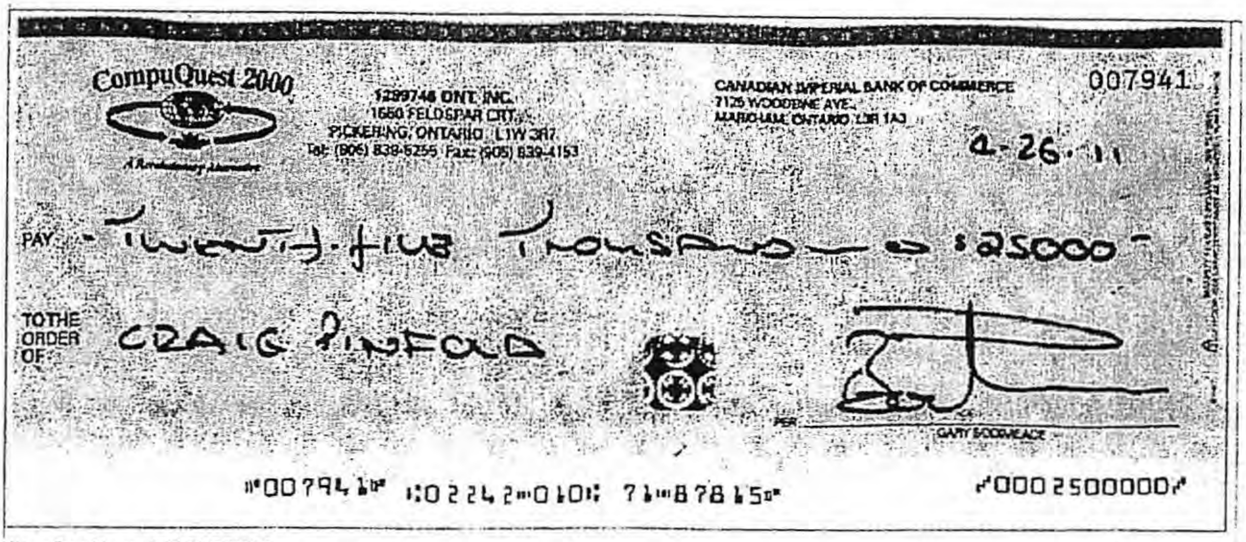

CompuQuest 2000

1289746 ONT. INC.
1650 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7
Tel: (905) 839-6255 Fax: (905) 839-4153

CANADIAN IMPERIAL BANK OF COMMERCE
7125 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

007941

4-26-11

PAY Twenty-five Thousand —— $25000

TO THE ORDER OF Craig Binford

PER

GARY SODDREAUX

⑈007941⑈ ⑆02242⑉010⑆ 71⑈87815⑈ ⑈0002500000⑈

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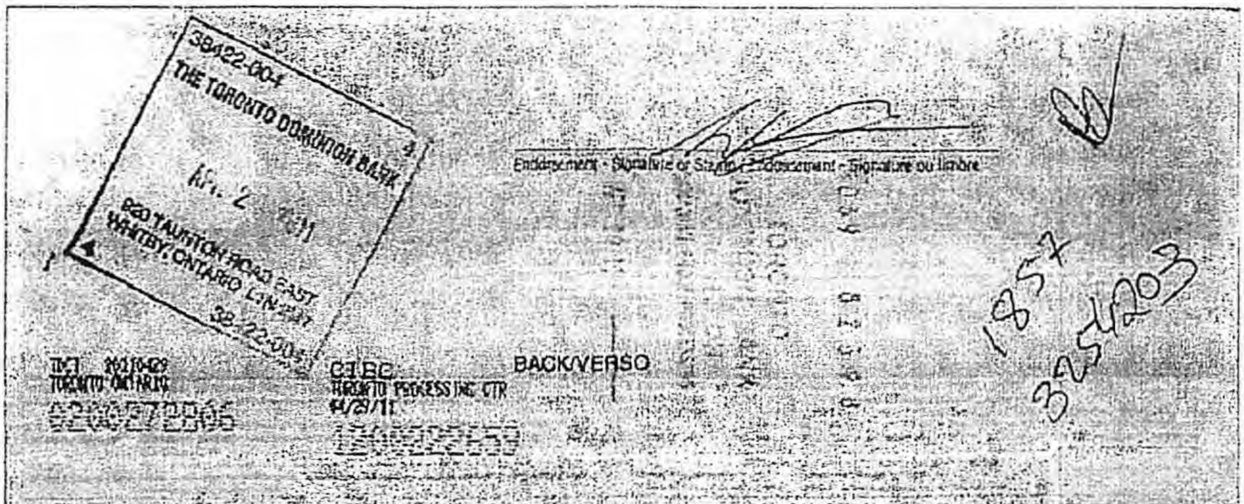

38422-004
THE TORONTO DOMINION BANK
APR. 2 ? 2011
820 TAUNTON ROAD EAST
WHITBY, ONTARIO L1N 5W7
38422-004

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

BACK/VERSO

CIBC
TORONTO PROCESSING CTR
4/29/11

1857
3254203

ItemSeqNum: 1200222659
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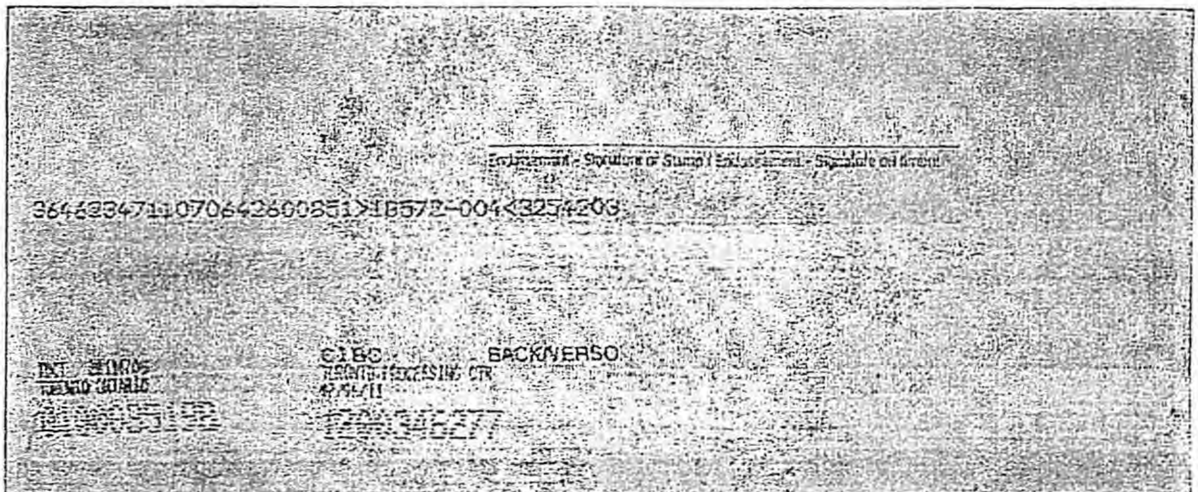

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FINumCDN: 10
Account: 7187815
CheckAmt: 2500000
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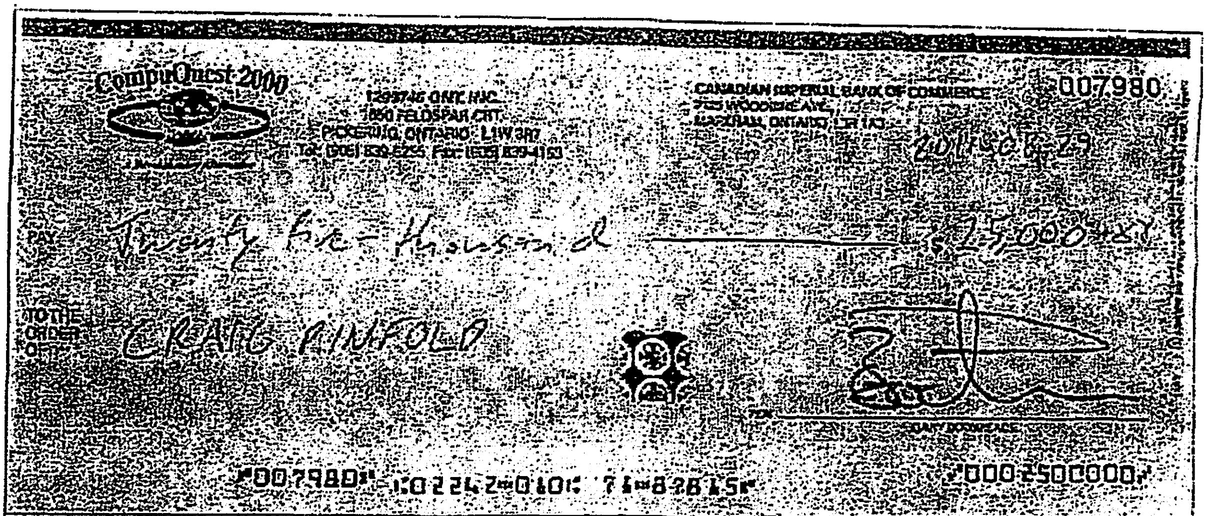
Batch_ID: 41652



CompuQuest 2000

1299746 ONT. INC.
1050 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7

CANADIAN IMPERIAL BANK OF COMMERCE

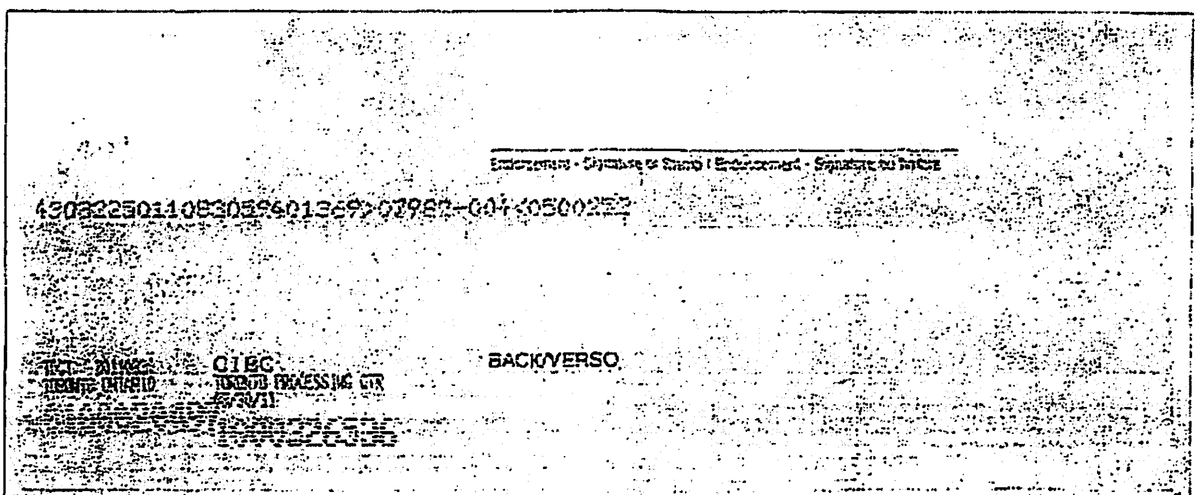
007980

2011 08 29

PAY Twenty Five Thousand $25,000.00

TO THE ORDER OF CRAIG RINFOLD

ItemSeqNum: 1000326536
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 2500000
CapturDate: 20110830
Batch_ID: 40775



CIBC

BACK/VERSO

ItemSeqNum: 1000326536
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 2500000
CapturDate: 20110830
Batch_ID: 40775

ItemSeqNum: 1200399572
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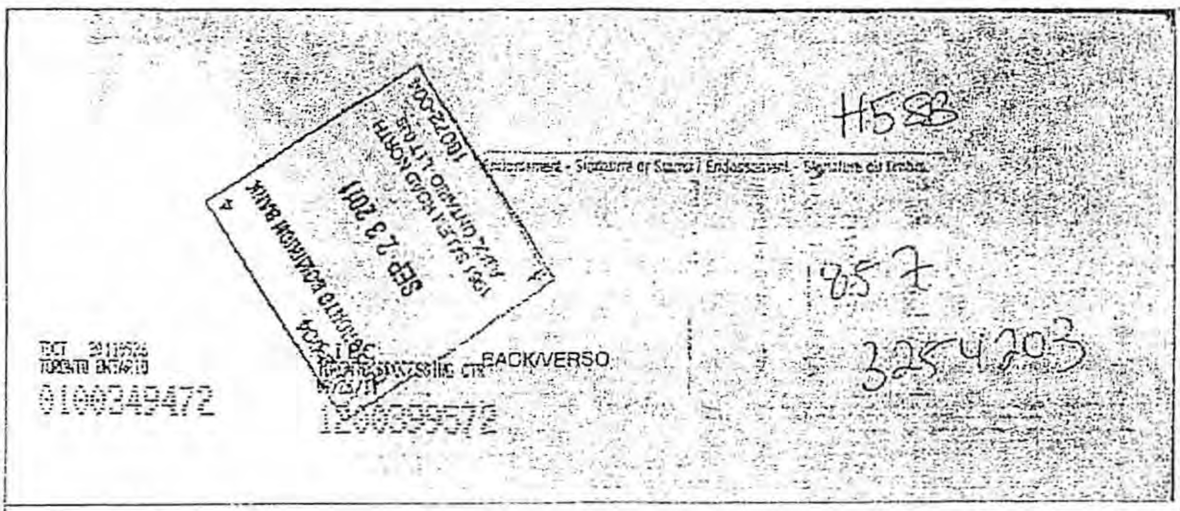
FINumCDN: 10
Account: 7187815
CheckAmt: 2500000
CapturDate: 20110926
Batch ID: 41836



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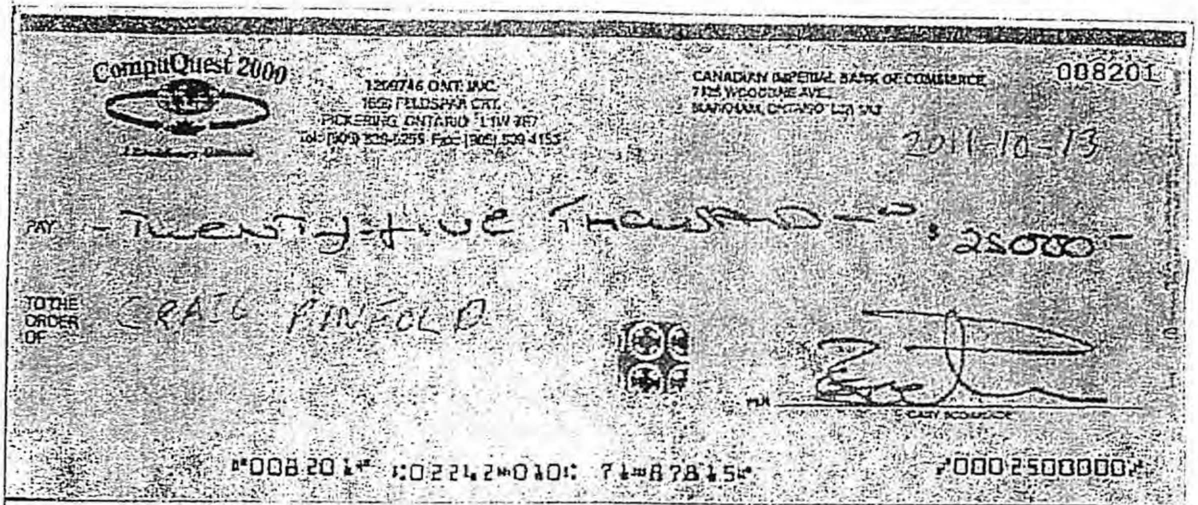
FINumCDN: 10
Account: 7187815
CheckAmt: 2500000
CapturDate: 20110926
Batch ID: 41836



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CheckAmt: 2500000
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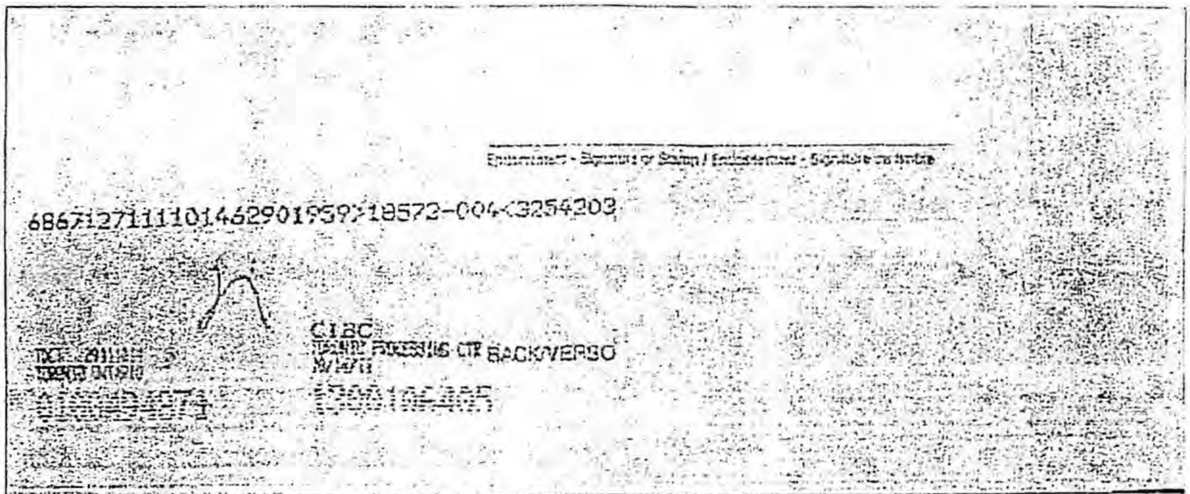
Batch_ID: 42699



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CheckAmt: 2500000
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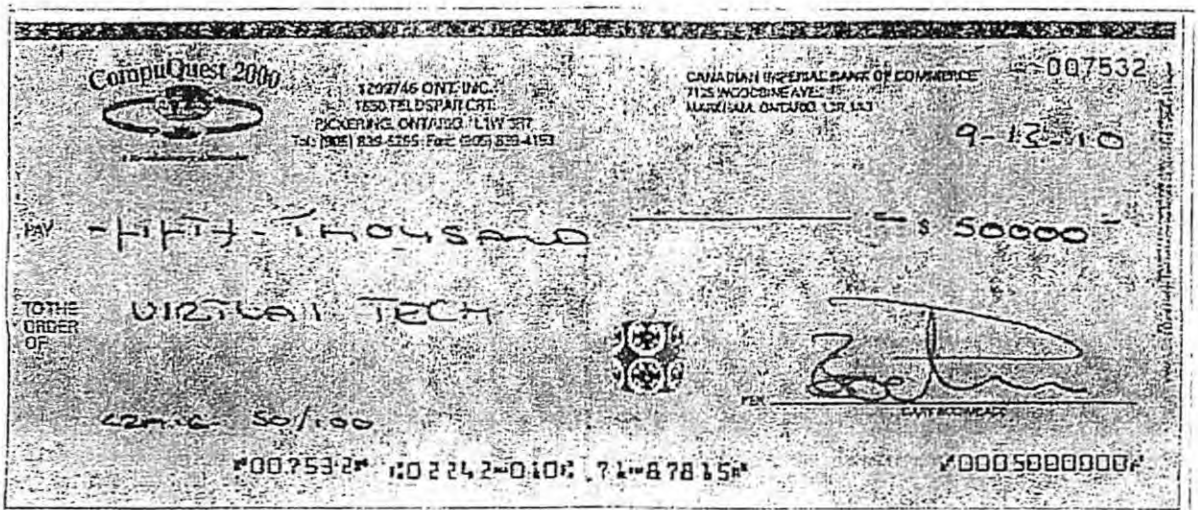
Batch_ID: 42699



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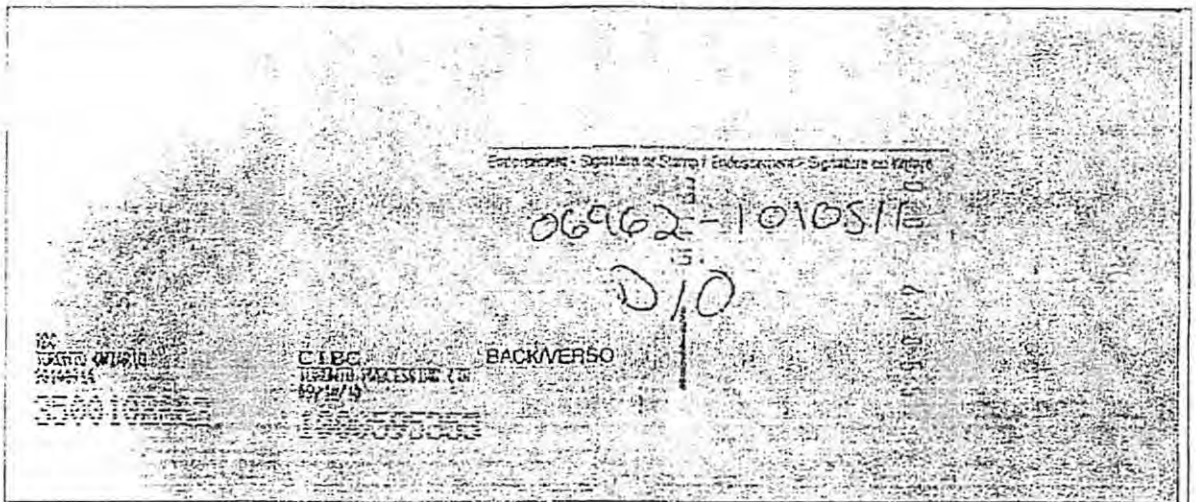
Account: 7187815
CheckAmt: 5000000
CapturDate: 20100914
Batch ID: 42979



ItemSeqNum: 1000595353
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 5000000
CapturDate: 20100914
Batch ID: 42979

1209746 ONT. INC.
1660 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7
Tel: (905) 839-5265 Fax: (905) 839-4163

CANADIAN IMPERIAL BANK OF COMMERCE
7125 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

007314

May 27/2010

PAY —Fifteen Thousand— $15000

TO THE ORDER OF Jay Clausner

Pinfold - Initial final 250

PER
GARY BOOMZADEH

⑈007314⑈ ⑆02242⑉010⑆ 71⑉87815⑈ ⑈0001500000⑈

ItemSeqNum: 1200250647
TrRoutNumCDN: 2242
FINumCDN: 10
Account 7187815
CheckAmt: 1500000
CapturDate: 20100527
Batch_ID: 41133

(6962) 5259548

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

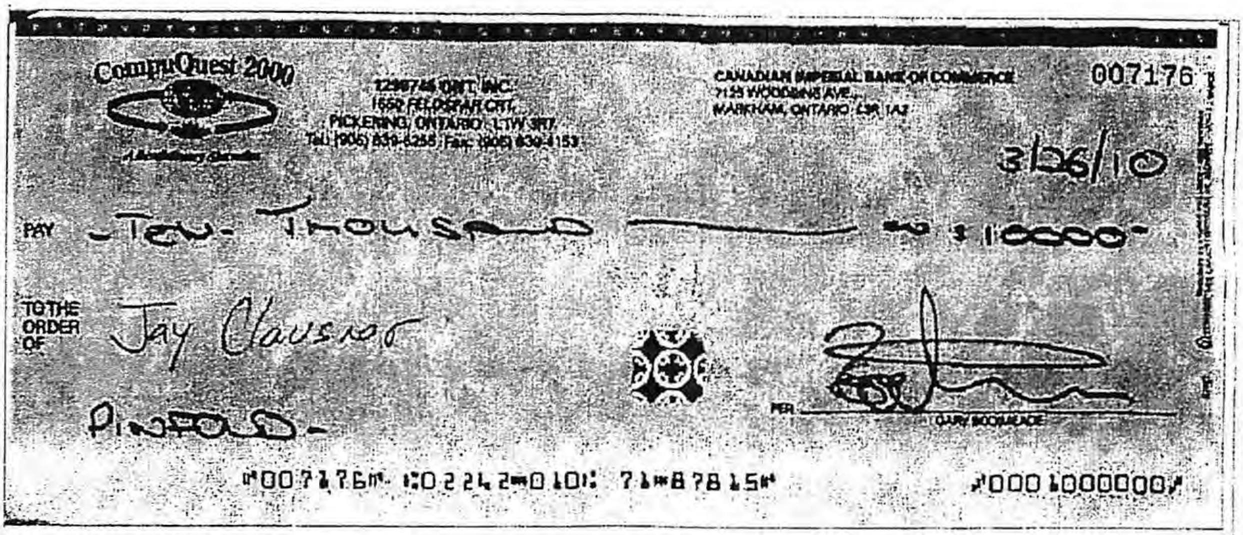
00024-003
ROYAL BANK OF CANADA
BALDWIN & TAUNTON BRANCH
MAY 27 2010
WHITBY, ONTARIO
00024-003

BACK/VERSO

CIBC
TORONTO PROCESSING CTR
05/27/10
1200250647

RBC
TORONTO ONTARIO
20100527
3500003154

ItemSeqNum: 1200250647
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 1500000
CapturDate: 20100527
Batch_ID: 41133



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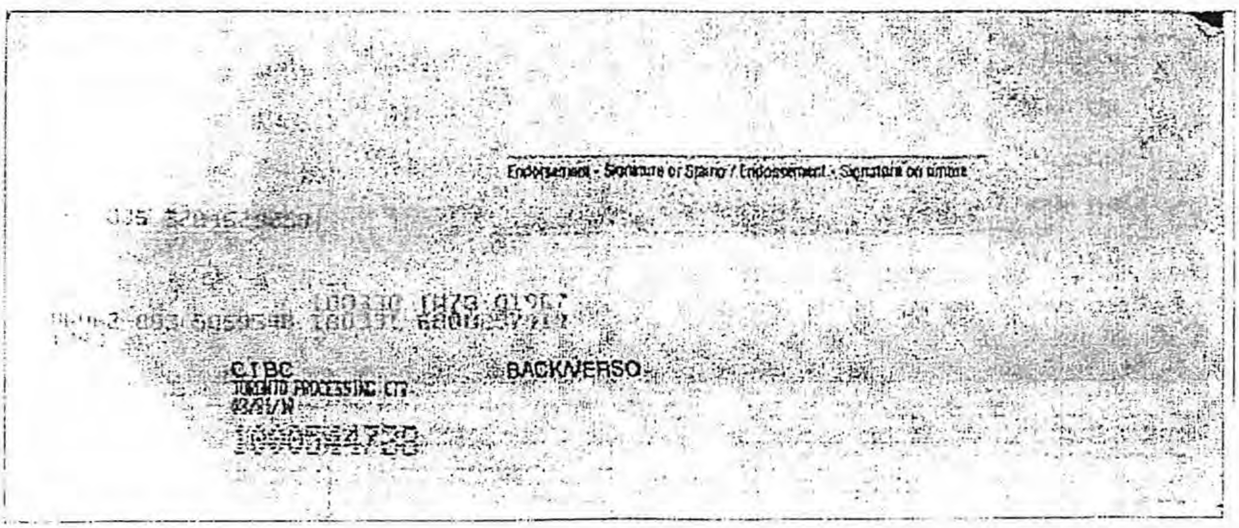

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CheckAmt: 1000000
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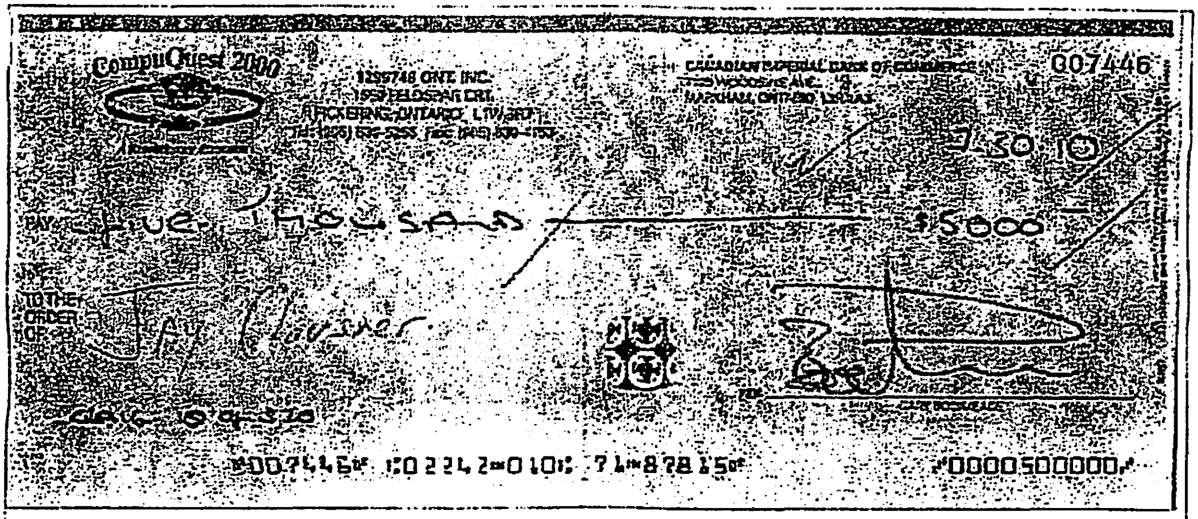
Batch_ID: 40350



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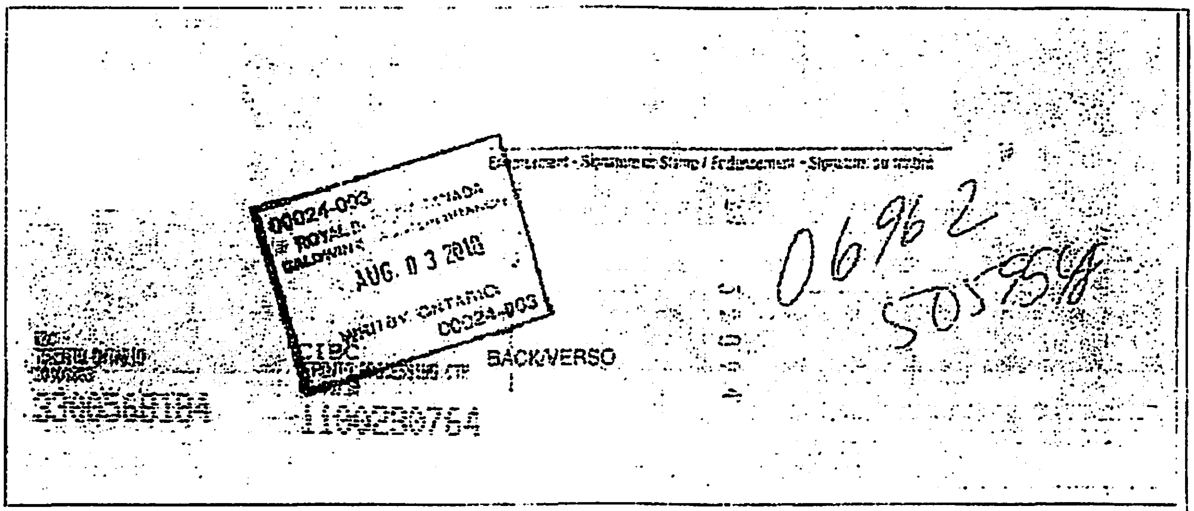
TrRoutNumCDN: 2242
FINumCDN: 10
Account. 7187815
CheckAmt: 500000
CapturDate: 20100803
Batch ID: 41193



ItemSeqNum: 1100230764
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 500000
CapturDate: 20100803
Batch ID: 41193

Appendix 26

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.)

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.)

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.

Gloria Orr

Witness

Doc Saab

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.

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(other than as a customer contemplated by Section 262 of the Act)

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(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.)

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.)

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.

Witness

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