

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

**MOTION RECORD
(Returnable August 20, 2021)**

August 13, 2021

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

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40.01 of the *Rules of Civil Procedure*

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Tab 1

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

B E T W E E N:

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Applicant

-and-

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

**NOTICE OF MOTION
(Returnable August 20, 2021)**

GRANT THORNTON LIMITED (“GTL”), in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”) of all the assets, undertakings and properties of Trigger Wholesale, Inc., The En Cadre Group Inc. (the “**Debtors**”), and certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak (“**J. Gdak**”) will make a motion to a judge presiding over the Commercial List on Friday, August 20, 2021 at 2:00 p.m. or as soon after that time as the motion can be heard. Please refer to the videoconference details attached at Schedule “A” hereto in order to attend the motion and advise if you intend to join the motion by emailing Adriana Gasparini at agasparini@blg.com.

THE PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THIS MOTION IS FOR:

1. Orders substantially in the form attached at Tab 3 and Tab 4 of the Motion Record:
 - (a) abridging the time for service of the Notice of Motion and the Motion Record and validating service so that the motion is properly returnable on August 20, 2021 and dispensing with the requirement for any further service thereof;
 - (b) approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale dated June 29, 2021 and accepted on June 30, 2021 (the “**Sale Agreement**”) between Maria Elana Andrusiak Morland and Paul Arthur Alain Lemieux (collectively, the “**Purchasers**”) and the Receiver for the purchase and sale of a property located at 265 Old Post Rd, Waterloo, Ontario (the “**Purchased Property**”) and attached as Confidential Appendix “2” to the fifth report of the Receiver dated August 12, 2021 and the appendices thereto (the “**Fifth Report**”) and authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable for the completion of the Transaction;
 - (c) vesting in the Purchasers all of J. Gdak’s or the Debtors’ right, title and interest in and to the Purchased Property, free and clear of all encumbrances, except certain permitted encumbrances;
 - (d) sealing certain Confidential Appendices to the Fifth Report;
 - (e) approving the Fifth Report of the Receiver and the appendices thereto and the activities of the Receiver described therein;
 - (f) approving the Receiver’s interim statement of receipts and disbursements as at June 30, 2021;
 - (g) approving the fees and disbursements of the Receiver for the period May 1, 2021 to July 31, 2021, as set out in the affidavit of Jacob Wiebe, sworn August 12, 2021 (the “**Wiebe Affidavit**”);
 - (h) approving the fees and disbursements of Borden Ladner Gervais LLP (“**BLG**”),

legal counsel to the Receiver for the period May 1, 2021 to July 31, 2021, as set out in the affidavit of Christine Mason, sworn August 6, 2021 (the “**Mason Affidavit**”);

- (i) approving a distribution to Clearflow Commercial Finance Corp. (“**Clearflow**”) in the amount of \$5,300,000, from the proceeds of the Trigger Real Property (as defined in the Fifth Report);
 - (j) approving a distribution to Waterloo North Condominium Corporation No. 9 in the amount of \$3,467, solely from the proceeds arising from the Transaction for the sale of the Purchased Property; and
 - (k) authorizing the Receiver and authorizing and directing any third party in possession or control of any information obtained from the computers or cell phones for each of Mark Gdak and J. Gdak (the “**Information**”) to provide the Information or access to the Information to Clearflow.
2. Such other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

Background

- (a) Clearflow is the lender to and the senior secured creditor of the Debtors, holding security in the assets, undertakings and properties of the Debtors;
- (b) Clearflow demanded payment from the Debtors and delivered a Notice of Intention to Enforce Security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C.1985, c. B-3 (“**BIA**”);
- (c) pursuant to the IR Appointment Order of Madam Justice Gilmore dated October 13, 2020 (the “**IR Appointment Order**”), GTL was appointed as the IR over the assets, undertakings and properties of the Debtors, pursuant to subsection 47(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as

amended;

- (d) pursuant to the Appointment Order of Mr. Justice McEwen dated October 22, 2020 (the “**Appointment Order**”), GTL was appointed as the Receiver over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak or J. Gdak, pursuant to subsection 243(1) of the BIA, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

Approval of the Transaction

- (e) the Receiver was authorized by the Appointment Order to market and sell the Purchased Property;
- (f) the Receiver has determined that the offer from the Purchasers is reasonable, taking into account a number of factors;
- (g) Clearflow supports the proposed Transaction;
- (h) the Receiver recommends that the Transaction be approved by the Court, as it is in the best interests of the stakeholders in the within receivership proceedings;

Confidential Supplement

- (i) certain Confidential Appendices to the Fifth Report contain confidential and commercially sensitive information that could jeopardize the Receiver’s efforts to complete a sale transaction if disclosed;
- (j) as such, the Receiver requests that certain Confidential Appendices to the Fifth Report be sealed from the public record until the closing of the Transaction;

Approval of Activities

- (k) the Receiver has performed a variety of activities in furtherance of its responsibilities under the Appointment Order, as set out in the Fifth Report;

- (l) the Receiver seeks approval of the Fifth Report and the activities of the Receiver, as described therein;

Other

- (m) rules 1.04, 2.03, 3.02, 34 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended;
- (n) section 137(2) of the *Courts of Justice Act*; and
- (o) such further and other grounds as counsel may advise and this Court may permit.

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

- (a) the Receiver's Fifth Report to the Court dated August 12, 2021;
- (b) the affidavit of Jacob Wiebe, sworn August 12, 2021;
- (c) the affidavit of Christine Mason, sworn August 6, 2021; and
- (d) such further and other material as counsel may advise and this Court may permit.

August 12, 2021

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SCHEDULE “A”

Conference Details to join Motion via Zoom

Join Zoom Meeting

<https://zoom.us/j/92735883172?pwd=Y01OQmcvN1JNemJBUpHK09vT0dKZz09>

Meeting ID: 927 3588 3172

Passcode: 883074

One tap mobile

+13126266799,,92735883172#,,,,*883074# US (Chicago)

+13462487799,,92735883172#,,,,*883074# US (Houston)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC) Meeting ID: 927 3588 3172

Passcode: 883074

Find your local number: <https://zoom.us/u/abaFFukZaU>

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ONTARIO
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PROCEEDINGS COMMENCED AT TORONTO

NOTICE OF MOTION

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Tab 2

**ONTARIO
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FIFTH REPORT OF THE RECEIVER

August 12, 2021



200 King Street West

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INTRODUCTION

1. Grant Thornton Limited (“**GTL**”) was appointed as Interim Receiver (the “**Interim Receiver**”) of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”) by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 13, 2020 (the “**Interim Receivership Order**”). Copies of the Interim Receivership Order and the Endorsement of the Honourable Madam Justice Gilmore are attached hereto as **Appendix “1”**.
2. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the Interim Receiver, are contained in the affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson, each sworn October 9, 2020 (the “**Clearflow Affidavits**”) in support of Clearflow Commercial Finance Corp.’s (“**Clearflow**”) application for the appointment of the Interim Receiver. A copy of the Clearflow Affidavits without appendices are attached hereto as **Appendix “2”**. Clearflow is the primary secured creditor of the Debtors.
3. The Interim Receiver filed its first report to Court dated October 21, 2020 (the “**Interim Receiver’s Report**”) in support of Clearflow’s application to convert the Interim Receivership Order, to a national receiver, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). A copy of the Interim Receiver’s Report is attached hereto as **Appendix “3”** without appendices.
4. Pursuant to an order of the Honourable Mr. Justice McEwen dated October 22, 2020, GTL was appointed as the Receiver (the “**Receiver**”) over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak, pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “4”**.
5. The Receiver filed its first report to Court dated November 20, 2020 (the “**First Report**”) which, amongst other things, requested an order authorizing and directing

the Receiver to complete the sale of 43 Baker Road, Port Elgin, Ontario. A copy of the First Report is attached hereto as **Appendix “5”** without appendices.

6. On December 1, 2020, the Court issued an order providing the relief requested by the Receiver in the First Report (the “**Baker Road Approval and Vesting Order**”). A copy of the Baker Road Approval and Vesting Order, along with the Endorsement of Justice Dietrich is attached hereto as **Appendix “6”**.
7. The Receiver filed its second report to Court dated February 12, 2021 (the “**Second Report**”) and a supplemental report to the second report dated March 16, 2021 (the “**Supplemental Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of the Inventory Transaction and the Sea Ray Transaction and requesting directions in respect of the Real Property Assets and Personal Property Assets, all as defined in the Second Report. Copies of the Second Report and the Supplemental Report are attached hereto as **Appendices “7”** and “**8**” respectively, without appendices.
8. On March 17, 2021, the Court issued approval and vesting orders in respect of the Inventory Transaction (the “**Inventory Sale Approval and Vesting Order**”) and the Sea Ray Transaction (the “**Sea Ray Approval and Vesting Order**”). Copies of the Inventory Sale Approval and Vesting Order and the Sea Ray Approval and Vesting Order, along with the Endorsement of Justice Dietrich are attached hereto as **Appendices “9”** and “**10**” respectively.
9. On March 31, 2021, the Court issued an order providing directions to the Receiver in respect of the Personal Property Assets and the Real Property Assets, all as defined in the Second Report (the “**March 31, 2021 Order for Directions**”). A copy of the March 31, 2021 Order for Directions, along with the Endorsement of Justice Dietrich is attached hereto as **Appendix “11”**.
10. Pursuant to an a consent Endorsement dated April 15, 2021, Justice Dietrich ordered the amount of \$3,000 per month, on account of the personal living expenses, shall be paid to each of Mark Gdak (“**Mr. Gdak**”) and Jaimee Lynn Gdak (“**Ms. Gdak**”), from the receivership estate, for a total of \$6,000 on a monthly basis, retroactive to the date of the Mareva Order, net of amounts already advanced. A copy of the April 15, 2021 Endorsement of Justice Dietrich is attached hereto as **Appendix “12”**.

11. On May 26, 2021, Justice Dietrich released the Reasons for Decision in respect of the motion brought by Clearflow to enforce the guarantees executed by Mr. Gdak and Ms. Gdak in its favour. The Court issued a Judgment on May 26, 2021 (the “**Judgment**”) declaring that the guarantees executed by each of Mr. Gdak and Ms. Gdak in favour of Clearflow are enforceable. The issue of the quantum of the liability on the guarantees is to be addressed at a case conference at a future date. Ms. Gdak has appealed the Judgment to the Court of Appeal for Ontario, while Mr. Gdak has not taken steps to pursue an appeal of the Judgment. Copies of the Reasons for Decision dated May 26, 2021 and the Judgment dated May 26, 2021 are attached hereto as **Appendices “13”** and **“14”** respectively.
12. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Real Property Assets, all as defined in the Second Report, with the exception of the real property identified municipally as 250 Lions Court, Waterloo, Ontario, are assets of Trigger.
13. The Receiver filed its third report to Court dated May 10, 2021 (the “**Third Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 157 Saugeen Beach Road, Port Elgin, Ontario (the “**Saugeen Beach Road Transaction**”). A copy of the Third Report is attached hereto as **Appendix “15”** without appendices.
14. On May 18, 2021, the Court issued an approval and vesting order in respect of the Saugeen Beach Road Transaction (the “**Saugeen Beach Road Approval and Vesting Order**”). A copy of the Saugeen Beach Road Approval and Vesting Order, along with the Endorsement of Justice Hainey is attached hereto as **Appendix “16”**.
15. The Receiver issued its fourth report to Court dated June 4, 2021 (the “**Fourth Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 652 Colby Drive, Waterloo, Ontario (the “**652 Colby Drive Transaction**”). A copy of the Fourth Report is attached hereto as **Appendix “17”** without appendices.
16. On June 14, 2021, the Court issued an approval and vesting order in respect of the 652 Colby Drive Transaction and an order authorizing the Receiver to distribute the proceeds of realization from the Inventory and Accounts Receivable, as defined in

the Second Report, (the “**Colby Drive Approval and Vesting Order and Initial Distribution Order**”). Copies of the Colby Drive Approval and Vesting Order and Initial Distribution Order, along with the Endorsement of Justice Cavanagh, are attached hereto as **Appendix “18”**.

17. In accordance with the Court’s e-service protocol all materials filed with the Court in this matter are available on the Receiver’s case website at www.GrantThornton.ca/TWI.

DISCLAIMER

18. In preparing this fifth report of the Receiver to Court (the “**Fifth Report**”), the Receiver has reviewed certain unaudited financial information and certain financial information relating to the Debtors. While the Receiver has performed a preliminary review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards (“**GAAS**”) or International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.
19. This Fifth Report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to grant the relief sought by the Receiver. Accordingly, the reader is cautioned that this Fifth Report may not be appropriate for any other purpose.
20. All references to dollar amounts in this Fifth Report are in Canadian currency, unless otherwise noted.

PURPOSE OF THE FIFTH REPORT

21. The purpose of this Fifth Report is to advise the Court on the Receiver’s activities since the date of the Fourth Report and to provide information to the Court pertaining to the Receiver’s request for Orders:
 - a) approving the Fifth Report and the activities of the Receiver described therein;

- b) approving the Receiver's proposed sale of 265 Old Post Road (the "**Old Post Road Transaction**") contemplated by an agreement of purchase and sale dated June 29, 2021 and accepted as at June 30, 2021 (the "**Old Post Road Sale Agreement**") between Maria Elana Andrusiak Morland and Paul Arthur Alain Lemieux (collectively, the "**Old Post Road Purchasers**") and the Receiver for the purchase and sale of a property located at 265 Old Post Road, Waterloo, Ontario ("**Old Post Road**");
- c) authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable for the completion of the Old Post Road Transaction;
- d) vesting in the Old Post Road Purchasers all of the Receiver's and Ms. Gdak's right, title and interest in and to Old Post Road, free and clear of all encumbrances, except certain permitted encumbrances;
- e) approving a distribution to Clearflow in the amount of \$5,300,000 from the proceeds of the Trigger Real Property, as defined in the Second Report;
- f) approving a distribution to Waterloo North Condominium Corporation No. 9 in the amount of \$3,467 from the proceeds arising from the Old Post Road Transaction;
- g) authorizing and directing the Receiver and any third party in possession or control of any information obtained from the computers or cell phones for each of Mark Gdak and J. Gdak (the "**Information**") to provide the Information, or access to the Information, to Clearflow;
- h) approving the Receiver's Interim Statement of Receipts and Disbursements as at July 31, 2021 (the "**SRD**");
- i) approving the fees and disbursements of the Receiver for the period May 1, 2021 to July 31, 2021, as set out in the affidavit of Jacob Wiebe, sworn August 12, 2021;
- j) approving the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver for the period May 1, 2021 to July 31, 2021, as set out in the affidavit of Christine Mason, sworn August 6, 2021;
- k) sealing the Confidential Appendices to the Fifth Report until a closing of the Old Post Road Transaction.

BACKGROUND

22. The Debtors are incorporated in Ontario and were in the business of importing and distributing firearms and ammunition to customers throughout Canada. The Debtors' customers allegedly included Canadian Tire and Home Hardware, as well as many small gun shops, outdoor stores, police forces and the Canadian military. The registered address for the Debtors is 588 Colby Drive, Suite #1, Waterloo, Ontario (the "**Colby Drive Premises**"). The directors of Trigger are Mr. Gdak, Ms. Gdak and Brian Richard Kelly ("**Brian Kelly**"). Brian Kelly also acted as the Debtors' legal counsel. Brian Kelly resigned as director of the Trigger shortly after the Interim Receiver was appointed.
23. Clearflow provided accounts receivable ("**AR**") factoring services to Trigger. As described in the Interim Receiver's Report, the First Report and the Second Report, Trigger did not conduct any business with the customers on the AR listings provided to Clearflow for factoring and all the invoices factored by Clearflow were false. While Trigger represented to Clearflow that its AR totalled \$64,074,258 as at October 13, 2020, the actual AR was \$944,073 and none of the real customer invoices were factored by Clearflow.
24. In the Second Report the Receiver described how the Personal Property Assets and the Real Property Assets, all as defined in the Second Report, were all purchased with Trigger funds, which were obtained from Clearflow. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Trigger Real Property are property of Trigger.

GDAK ELECTRONIC RECORDS

25. Upon taking possession of the Trigger premises the Receiver noticed computer wires and accessories at the desks of Mr. and Ms. Gdak, however the computers were missing.
26. The Receiver demanded that Mr. and Ms. Gdak turn over these computers to the Receiver. Counsel for Mr. and Ms. Gdak refused to turn over the computers on the basis that they may contain privileged communications.
27. The Receiver and counsel for each of Mr. Gdak and Ms. Gdak agreed that counsel for Mr. Gdak and Ms. Gdak would engage a forensic expert to copy the data on Mr.

Gdak and Ms. Gdak's computers and cell phones, review and redact any communications they considered privileged, and provide the remaining data to the Receiver.

28. The Receiver followed up numerous times and the data was finally provided to the Receiver by counsel for each of Mr. Gdak and Ms. Gdak.
29. Clearflow has requested that the Receiver provide it with access to the Information. The Receiver believes that Clearflow is entitled to review the Information. The Receiver understands that counsel for each of Mr. Gdak and Ms. Gdak do not oppose Clearflow gaining access to the Information. While counsel for Mr. Gdak and Ms. Gdak have not opposed the Receiver providing the Information to Clearflow, they have also not provided their consent.
30. The Receiver therefore requests that the Court authorize and direct the Receiver and any third party in possession or control of any Information obtained from the computers or cell phones for each of Mr. Gdak and Ms. Gdak, to provide the Information, or access to the Information, to Clearflow.

SALE OF 652 COLBY DRIVE

31. Subsequent to the Court issuing the Colby Drive Approval and Vesting Order the Receiver made arrangements to complete the sale of 652 Colby Drive. The 652 Colby Drive Transaction closed on June 28, 2021.

SALE OF OLD POST ROAD

32. In the Second Report, the Receiver detailed how Ms. Gdak was the registered owner of Old Post Road and that payment to purchase the property was made entirely by Trigger, with funds it obtained from Clearflow.
33. The March 31, 2021 Order for Directions subsequently declared Trigger to be the owner of Old Post Road.
34. In the Second Report, the Receiver reported that Old Post Road was occupied by Ms. Gdak's parents, William and Kathryn Clayton (the "**Claytons**"), pursuant to the Clayton License Agreement, as defined in the Second Report. The Second Report also stated that the Receiver had received a copy of an email from William Clayton

to Mr. Gdak, advising that the Claytons intended to vacate Old Post Road by July 31, 2021.

35. In the Second Report the Receiver detailed listing proposals obtained from several realtors for the sale of Old Post Road and the Receiver's recommendation that RE/Max Twin City Realty Inc. ("**RE/Max**") be engaged to market Old Post Road for sale.
36. The Court approved the Receiver's listing recommendation in the March 31, 2021 Order for Directions. The Receiver intended to wait to list Old Post Road for sale until the Claytons had vacated the property, however, on May 27, 2021 the Receiver received an email from William Clayton requesting that the Receiver allow the Claytons to remain at Old Post Road until August 31, 2021. The Receiver agreed to this request on the basis that the Claytons would provide full cooperation with the Receiver listing Old Post Road for sale and with any attendances required by RE/Max to show the property to interested purchasers. The Claytons agreed to the Receiver's terms of the extension.
37. The Receiver thereafter engaged RE/Max to list Old Post Road for sale.
38. In order to encourage offers and to effectively canvass the market, RE/Max, together with guidance from the Receiver, took the following steps:
 - a) created a brochure containing key information on Old Post Road;
 - b) created a dedicated website, detailing the purchase opportunity, which included, among other things, property information and photographs; and
 - c) posted the listing on MLS, Realtor.ca and other shared advertising websites.
39. The Receiver provided RE/Max with a form of an Agreement of Purchase and Sale that the Receiver recommended interested parties use to submit their offers.
40. The Old Post Road listing received 355 unique viewings online and 8 physical showings were completed by RE/Max.
41. The Receiver corresponded with RE/Max on a frequent basis to discuss the sale process, marketing efforts, interested parties, sales strategies, and eventually, the submitted offer.
42. After seven (7) days of "coming soon" advertising, 8 showings and seven (7) days on the market, a bid submission deadline was set for June 29, 2021. One offer

was received by the bid submission deadline. RE/Max inquired with all the other parties that attended the property for a viewing and determined that no other offers would be submitted in the near future by these parties.

43. Between June 29, 2021 and June 30, 2021, the Receiver entered into negotiations with the Old Post Road Purchasers, which culminated in the completion of the Old Post Road Sale Agreement. A summary of the offers received, and the appraised value of Old Post Road is attached in **Confidential Appendix “1”**. A copy of the Old Post Road Sale Agreement, which is redacted to remove the selling price, is attached hereto as **Appendix “19”**. A full copy of the Old Post Road Sale Agreement is attached hereto as **Confidential Appendix “2”**.
44. The Old Post Road Sale Agreement was conditional upon the Old Post Road Purchasers arranging for financing by way of a new first charge/mortgage, which condition was subsequently satisfied. Attached hereto as **Appendix “20”** is a copy of the Notice of Fulfillment.
45. The Old Post Road Sale Agreement was also conditional upon the Receiver obtaining an Approval and Vesting Order from the Court. Closing of the Old Post Road Transaction is scheduled for the later of September 2, 2021 or 10 days following the Court issuing an Approval and Vesting Order, but no later than September 30, 2021.

Court Approval of the Sale of 265 Old Post Road

46. The Receiver conducted an extensive marketing process, which widely exposed Old Post Road to the market.
47. In light of the sale process conducted by the Receiver, the opinion of value received by the Receiver and the offer that was received for Old Post Road, the Receiver is of the opinion that the Old Post Road Transaction represents the highest and best price that can be obtained for Old Post Road.
48. The Receiver’s sale process was fair and reasonable. The Receiver made sufficient effort to obtain the best price and has not acted improvidently. The Old Post Road Transaction is supported by Clearflow.

49. Accordingly, the Receiver respectfully requests that the Court approve the Old Post Road Transaction, grant the Approval and Vesting Order and authorize the Receiver to take all steps necessary to complete the Old Post Road Transaction.

SALE OF PERSONAL PROPERTY ASSETS

50. The March 31, 2021 Order for Directions declared that the Personal Property Assets (as defined in the Second Report) are property of Trigger. The Personal Property Assets include the following assets, all as defined in the Second Report:
- a) The Scarab;
 - b) The Sea Ray;
 - c) The ATVs;
 - d) The Sea Doos;
 - e) The Trailer;
 - f) The Range Rover;
 - g) Rolex Watch Diamond Dial Watch;
 - h) Breitling Watch;
 - i) Omega Watch;
 - j) Ladies 18 Karat Paladium Diamond Necklace; and
 - k) Rolex Datejust Diamond Dial Watch.
51. As described in the Fourth Report, collection and monetization efforts of the Personal Property Assets have been ongoing. To date, the Receiver has been able to monetize the Scarab, the Sea Ray, the ATVs, the Sea Doos, the Trailer, the Ladies Rolex Oyster Perpetual Datejust Diamond Dial white gold watch, the Omega Watch and the Breitling Watch.

The Range Rover

52. As described in the Fourth Report, the Receiver is in possession of the Range Rover. The Receiver has engaged Manheim Auctions Inc., to complete the sale of the Range Rover and will report to the Court once a sale is complete.

The Jewelry

53. As reported in the Fourth Report and in this Fifth Report, the Receiver completed the sale of some of the jewelry and the following jewelry remains to be sold:
- a) Rolex Oyster Perpetual Datejust Two Tone Diamond Dial watch;

- b) Breitling Bentley 18k Rose Gold Crocodile Strap watch (the “**Breitling Watch**”);
 - c) Omega Seamaster Planet Ocean GMT watch (the “**Omega Watch**”);
 - d) Ladies gold and diamond necklace; and
 - e) Ladies 18 Karat Paladium and Diamond necklace.
54. The Receiver has now also sold the Breitling Watch and the Omega Watch with the assistance of a watch broker.
55. The Receiver will continue to advance its efforts to sell the remaining Personal Property Assets and will report on the outcome of these efforts in a future report to the Court.

PROPOSED INTERIM DISTRIBUTION

Secured Creditors

56. In the Fourth Report, the Receiver outlined the various registrations made under the *Personal Property Security Act* (Ontario). As of November 2, 2020, the following parties have registered financing statements against Trigger’s personal property:
- a) Clearflow, with a Master Purchase and Sale Agreement and General Security Agreement against Trigger’s personal property (“**Clearflow Security**”);
 - b) De Lage Landen Financial Services Canada Inc. (“**De Lage Landen**”), with a specific security interest over one (1) Konica Accuriopress Printer, together with all parts and accessories (“**De Lage Security**”);
 - c) Ford Credit Canada Company (“**Ford Credit**”), with a specific security interest over a 2018 Ford F150 VIN: 1FTFW1E13JFD46719 and a 2017 Ford F150 VIN: 1FTEW1EF6HFC54487 (“**Ford Security**”);
 - d) Mark Gdak, with a General Security Agreement against Trigger’s personal property, subordinate to the Clearflow Security; and
 - e) The En Candre Group Inc., with a General Security Agreement against Trigger’s personal property, subordinate to the Clearflow Security.

Security Opinions

57. The Receiver's independent legal counsel, BLG, conducted a review of the Clearflow Security to confirm whether it was properly perfected and enforceable as against a trustee in bankruptcy.

Inventory and Accounts Receivable

58. As noted in the Fourth Report, the Receiver's counsel issued a security opinion in respect of Clearflow's security interest over Trigger's personal property, other than the Personal Property Assets, (as defined in the Second Report), such personal property consisting of inventory and accounts receivable, which security opinion was dated May 21, 2021 (the "**Inventory and AR Security Opinion**"). The Inventory and AR Security Opinion states that, subject to customary caveats and qualifications, Clearflow's security interest over such personal property is valid and enforceable.
59. As a result of the Inventory and AR Security Opinion, the Court granted the Colby Drive Approval and Vesting Order and Initial Distribution Order, which provided for, *inter alia*, a distribution to Clearflow in the amount of \$1,000,000.

Personal Property Assets

60. On June 18, 2021, the Receiver's counsel issued a security opinion in respect of Clearflow's security interest over the Personal Property Assets, as defined in the Second Report, (the "**Personal Property Assets Opinion**"). As the realization of the Personal Property Assets is ongoing at this time, the Receiver will report on the review of the Clearflow Security with regard to the Personal Property Assets in a future report to the Court.

Real Property Assets

61. On June 30, 2021, the Receiver's counsel issued a security opinion in respect of Clearflow's security interest over the Trigger Real Property, as defined in the Second Report, (the "**Real Property Opinion**"). The Real Property Opinion states that, subject to customary caveats and qualifications, Clearflow has a security interest and an equitable mortgage in respect of the Trigger Real Property that is valid and enforceable. A copy of the Real Property Opinion is attached hereto as **Appendix "21"**.

62. The Real Property Opinion mentions a number of liens that are filed against the Trigger Real Property, as defined in the Second Report. The liens are summarized as follows:

Property	Registration	Type of Lien	Amount
157 Saugeen Beach Road	Ace Lawn Care Inc. (" Ace ")	Construction	\$425,383
157 Saugeen Beach Road	J.B. Construction Inc. (" JBC ")	Construction	\$51,701
652 Colby Drive	Ace	Construction	\$9,388
652 Colby Drive	JBC	Construction	\$90,171
265 Old Post Road	Ace	Construction	\$50,544
		TOTAL	\$627,187

63. The Receiver and Receiver's counsel are reviewing the liens. The Receiver proposes to hold the amount of \$783,983.75 from any distribution calculated, being the total amount of the liens, plus 25% (\$156,796.75), which the Receiver understands is the amount typically required under the *Construction Act* to vacate a lien.
64. The realizations from the Trigger Real Property and the proposed amount to be held for future lien resolution has been summarized and attached hereto as **Confidential Appendix "3"**. This summary is included as a Confidential Appendix as it includes the proposed sale price for Old Post Road.
65. There is one additional lien registered against Old Post Road as follows:

Property	Registration	Type of Lien	Amount
265 Old Post Road	Waterloo North Condominium Corporation No. 9	Condominium	\$3,467

66. The Receiver has investigated this lien and believes it to be valid and enforceable and proposes to pay this lien on closing of the Old Post Road Transaction from the sale proceeds.

APPROVAL OF PROFESSIONAL FEES

67. The Receiver and its counsel have maintained detailed records of their professional fees.
68. Pursuant to paragraph 27 of the Receivership Order, the Receiver and its counsel shall be paid their reasonable fees and disbursements and a charge was granted on the Property (as defined in the Receivership Order), as security for such fees and disbursements.
69. The total fees and disbursements of the Receiver from May 1, 2021 to July 31, 2021 amount to \$130,481.73 inclusive of disbursements and HST and are more particularly described in the affidavit of Jacob Wiebe sworn August 12, 2021, a copy of which is attached hereto as **Appendix “22”**.
70. The total fees and disbursements of the Receiver’s counsel, BLG, from May 1, 2021 to July 31, 2021 amount to \$291,246.51 inclusive of disbursements and HST and are more particularly described in the affidavit of Christine Mason sworn August 6, 2021, a copy of which is attached hereto as **Appendix “23”**.
71. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP

72. The SRD, including the proposed distributions, is attached hereto as **Appendix “24”**.

Proposed Distribution

73. The Receiver proposes to retain the proceeds from sale of Personal Property Assets in the amount of \$843,093.
74. The Receiver also proposes to retain \$783,983, on account of the above noted liens, as allocated to the proceeds from the sale of each of the Trigger Real Property, as detailed in Confidential Appendix “3”.
75. The Receiver also proposes to retain the amount of \$500,000 pending completion of the Receivership.

76. The Receiver proposes to make a distribution to Clearflow from the realizations derived from the Trigger Real Property in the amount of \$5,300,000.
77. The Receiver proposes to pay the lien registered by the Waterloo North Condominium Corporation No. 9 in the amount of \$3,467 from the proceeds of the sale of Old Post Road.

CONFIDENTIAL APPENDICES

78. The Receiver believes that Confidential Appendices "1", "2" and "3" should remain sealed until the Old Post Road Transaction has closed, as the information contained therein is commercially sensitive and could prejudice the Old Post Road Transaction. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver, which may impact the price that interested purchasers are willing to offer, should the Old Post Road Transaction not close.
79. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendices "1", "2" and "3" are sealed in this manner.

SUMMARY AND RECOMMENDATION

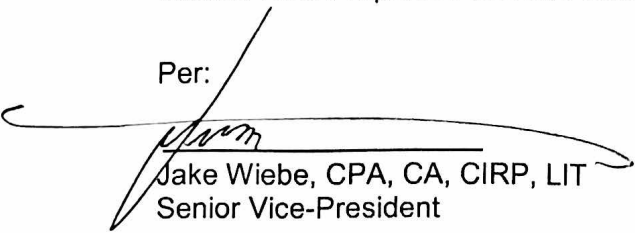
80. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the relief sought, as detailed in paragraph 21 of this Fifth Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

In its capacity as Court Appointed Interim Receiver and Receiver of Trigger Wholesale, Inc. The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. and Jaimee Gdak

Per:



Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix 1

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

THE HONOURABLE

JUSTICE GILMORE

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TUESDAY, THE 13th DAY OF
OCTOBER, 2020



CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

**ORDER
(Appointment of Interim Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Grant Thornton Limited as interim receiver (in such capacity the "**Interim Receiver**") without security, of all of the assets, undertakings and properties of Trigger Wholesale, Inc. and The En Cadre Group Inc. was heard, without-notice, this day via videoconference at Toronto, Ontario due to the COVID-19 pandemic.

ON READING the Affidavits of Martin Rees (the "**Rees Affidavit**"), Sandy Kanichis and Glenn Petersen, each sworn October 9, 2020 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, counsel for the proposed Interim Receiver and on reading the consent of Grant Thornton Limited to act as the Interim Receiver.

SERVICE

1. **THIS COURT ORDERS** that service of the Notice of Application and the Application Record is hereby dispensed with and that this Application is properly returnable today.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 47(1) of the BIA and section 101 of the CJA, Grant Thornton Limited is hereby appointed Interim Receiver, without security, of all of the assets, undertakings and properties (the "**Property**") of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**"), until November 12, 2020.

3. **THIS COURT ORDERS** that the balance of this Application be adjourned to a date to be set in conjunction with the Commercial List Office.

RECEIVER'S POWERS

4. **THIS COURT ORDERS** that the Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent

security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (f) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (g) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (h) to register a copy of this Order and any other Orders in respect of the Property against title to any real property that forms part of the Property;
- (i) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and

on behalf of and, if thought desirable by the Receiver, in the name of the Debtors; and

- (j) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, including, but not limited to, the following members of the management team of Trigger: Mark Gdak, Jaimee Gdak, Philip Searles, Mike Nero and Brian Kelly, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, or to the issues raised in the Application Record of the Applicant, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim

Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, including all such Records that are stored "in the cloud", all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

PRESERVATION OF EVIDENCE

8. **THIS COURT ORDERS** that, without limiting the generality of the foregoing, no Person shall delete, spoil, erase or in any way alter any Records in their possession, care or control, which Records shall be preserved by any such Person in their native format without alteration.

RESTRICTION OF TRANSFERS, ALIENATION OR ENCUMBRANCE OF ASSETS

9. **THIS COURT ORDERS** that pending the return of the within Application, the Respondents Mark Gdak, Jaimee Gdak and Jaimak Real Properties Inc. shall not transfer, alienate, deplete or encumber any of their real or personal property with a value over \$5,000 in any one transaction and \$20,000 in the aggregate of all such transactions, except for the purpose of providing retainers to legal counsel.

10. **THIS COURT ORDERS** that any and all financial institutions, including banks, credit unions or any party holding assets of Mark Gdak, Jaimee Gdak and Jaimak Real Properties Inc. (the "Banks") forthwith prevent any removal or transfer of monies or assets of the Defendant held in any account or on credit on behalf of the Defendant, with the Banks, except as in accordance with this Order, until further Order of the Court

11. **THIS COURT ORDERS** that the Banks forthwith disclose and deliver up to the Interim Receiver or to the Applicant as may be the case any and all records held by the Banks concerning the Defendant's assets and accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held on behalf of the Defendant by the Banks.

NO PROCEEDINGS AGAINST THE RECEIVER

12. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

13. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Interim Receiver or the Debtors to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the Debtors from compliance with statutory or regulatory provisions relating to

health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

15. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Interim Receiver or leave of this Court.

CONTINUATION OF SERVICES

16. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Interim Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Interim Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

INTERIM RECEIVER TO HOLD FUNDS

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

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

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

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

INTERIM RECEIVER'S ACCOUNTS

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

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

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

SERVICE AND NOTICE

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

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

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

GENERAL

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

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

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

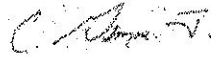
30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts,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

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

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

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

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



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

OCT 16 2020

PER / PAR:



CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and-

TRIGGER WHOLESale, INC. et al.
Respondents

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

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(Appointing Interim Receiver)**

TORKIN MANES LLP

Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Jeffrey J. Simpson (39663M)
jsimpson@torkinmanes.com
Tel: 416-777-5413
Fax: 1-888-587-9143

Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

Counsel: See my endorsement below.

Endorsement of Gilmore, J.

The Applicant seeks appointment of an interim receiver on this *ex-parte* motion pursuant to s.47(1) of the *Bankruptcy and Insolvency Act* (“BIA”). The Receivership Order is intended to cover the assets of the Respondents Trigger Wholesale Inc. (“Trigger”) and The En Cadre Group (“En Cadre”).

Clearflow provides financing to medium-sized businesses typically through factoring of accounts receivable. The total credit facility owed by Trigger to Clearflow as of October 6, 2020 was \$48,625,279.75. Trigger is in the business of importing and distributing firearms and ammunition in Canada. Its customers include the military, Home Hardware and Canadian Tire.

The Respondents Jamiee and Mark Gdak are directors of Trigger and both are actively involved in the business.

The fraud perpetrated on Clearflow as outlined in the affidavits in support of this Application is significant and includes allegations of hundreds of falsified invoices as evidence of accounts receivable that did not exist, falsified purchase orders, a forged transfer of real property owned by Mark Gdak on behalf of En Cadre, fake email addresses of executives at Canadian and Home Hardware, verbal and email impersonations of executives employed by Canadian Tire and Home Hardware, and forged cheques made to look like payments by Canadian Tire and Home Hardware to Trigger for the alleged purchase of firearms.

Clearflow is necessarily concerned that it has advanced tens of millions of dollars to Trigger based on misrepresentations and falsified documentation. It is also concerned with a massive increase in 90 day accounts receivable and Trigger’s resistance to providing agreed upon financial information upon request.

I am satisfied pursuant to the principles set out in *2092280 Ontario Inc v. Voralto Group Inc.*, 2018 ONSC 2305 (CanLII) that where a strong *prima facie* case of fraud has been made out, “the law’s reluctance to allow prejudgment execution must yield to the more important goal of ensuring that the civil justice system provides a just and enforceable remedy against such serious conduct.” (para 28). There is substantial evidence of a significant fraud in this case that goes beyond simple manipulation but includes fake emails, documents and pre-meditated actions on the part of the Respondents to induce further advances from the Applicant.

In terms of irreparable harm I find that there is an extreme risk of the destruction of documents if the Respondents are given notice of this proceeding which may impede their ability to collect on real invoices.

With respect to the balance of convenience, the interim receivership is only for a period of 30 days and a comeback date will be set for October 23, 2020. There is also provision for Jamiee and Mark Gdak to access funds for personal use.

I am also satisfied that the appointment of an interim receiver is necessary to protect the debtor's estate, enforce rights between the parties, and protect assets in the face of a serious apprehension about the safety of the assets.

Given all of the above, I make the following Orders:

1. The Order attached hereto is immediately in effect.
2. The Applicant to forthwith serve all material on the Respondents.
3. **The matter to return for a comeback hearing before any judge on October 23, 2020 at 9:30 a.m. or such other time on that date that the Trial Coordinator may set.**

C. Gilmore, J.

October 13, 2020

Appendix 2

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

AFFIDAVIT OF MARTIN NICHOLAS REES

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

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

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INTRODUCTION

The Parties

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

3. The Respondent Trigger Wholesale, Inc. (“**Trigger**”) is one of Clearflow’s customers pursuant to three separate credit facilities, summarized in the Affidavit of Sandy Kanichis filed in support of this Application. The total amount owed by Trigger in favour of Clearflow was, as of October 6, 2020, \$48,625,279.75.¹

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

Attached hereto as Exhibit “A” are true copies of the guarantees referred to above

Attached hereto as Exhibit “B” are true copies of the General Security Agreements in favour of Clearflow executed by Trigger and En Cadre

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

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

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

**Attached hereto as Exhibit “D” is a copy of the Home Page
from Trigger’s website**

6. Trigger and/or En Cadre’s assets consist of:
- (a) accounts receivable due and owing from customers of Trigger;
 - (b) firearms and ammunition inventory owned by Trigger allegedly stored in a secured and licensed facility in Waterloo, Ontario;
 - (c) an alleged interest in real property located in Waterloo, Ontario, purportedly owned by the Respondent En Cadre, with a purported value of \$48 million, pursuant to an as-of-yet uncompleted, executed Agreement of Purchase and Sale provided to Clearflow by Trigger as evidence of the asset owned by the Respondents; and
 - (d) miscellaneous assets including office equipment and computers, a large and sophisticated 3D printer, goodwill, and customer lists.

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

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

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

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

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

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

Nature of this Proceeding and Allegations of Fraudulent Activity

10. This Application has become necessary as a result of:
- (a) the occurrence of certain events of default on the part of Trigger pursuant to the relevant credit facilities between Clearflow and Trigger. Copies of the Demand Letters (the “**Demands**”) and the Notice of Intention to Enforce Security (the “**NITES**”) that are about to be sent to Trigger and its guarantors are attached hereto as Exhibits. The Demands and NITES indicate to the Court the nature of the events of default on the part of Trigger that give rise to the Demands, as well as the total indebtedness owed by Trigger in favour of Clearflow, which as stated above, is nearly \$50 million; and
 - (b) a long-standing, organized pattern of fraud on the part of Trigger and Gdak that has come to the attention of Clearflow very recently, based on multiple instances of clear and convincing evidence from different and independent sources. Clearflow is not aware of the extent of its losses resulting from this fraud, except that it is in the millions and possibly tens of millions of dollars. The fraud consists of knowingly-false misrepresentations made by Gdak and Trigger to Clearflow, assisted by Jaimee, backed up by falsified invoices, a forged transfer of real property, fake email addresses, a falsified Real Property Agreement of Purchase and Sale, impersonations of executives employed by Canadian Tire and Home Hardware stores, and phony cheques. I believe that the evidence supports the conclusion that Gdak personally has orchestrated the fraud in an effort to induce Clearflow to advance millions of dollars to Trigger, which it has done in good faith

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reliance on the truthfulness of the representations made, and documentation supplied, by Gdak.

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

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

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

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

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

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

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

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

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

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

BACKGROUND

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

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

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

- (a) DFAIT (Department of Foreign Affairs & International Trade) verify every transaction;
- (b) DFAIT issues IIC's (International Import Certificate) which are required to import firearms into Canada;
- (c) DFAIT works with the RCMP to ensure that all licensees, including Trigger, hold appropriate Licenses
- (d) All firearms are registered and approved on the FRT (Firearms Reference Table), a table of approved firearms for importation;
- (e) Each model of firearm is assigned unique FRT reference number;

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- (f) Trigger lists the FRT numbers on all TWI Import permits;
- (g) CBSA (Canadian Border Services Agency) requires advance notice of all shipments of firearms;
- (h) Any Distributor needs to hold a BFL (Business Firearms License) issued by Chief Firearms Office (CFO) and BFL's are managed and supervised by RCMP
- (i) Each firearm (unit with corresponding serial number) is inputted into the online RCMP firearms control systems a Trigger's facility upon arrival
- (j) All transfers to Trigger's customers are required to be completed through RCMP online systems; and
- (k) Trigger is required to keep records for 7 years.

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

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

GROWTH IN TRIGGER'S BUSINESS

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

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

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

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

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ANOMALIES DISCOVERED IN FIELD AUDIT

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

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

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

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

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

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

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

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

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

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

DISCOVERY OF THE FAKE INVOICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Transfer

- (a) Torkin Manes pulled from title the real instrument number WR1267136, which is the registration number shown on the alleged transfer of the Martin Grove Property to Gdak. The actual Instrument number WR1267136 is the Transfer pursuant to

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which the Respondent Jaimee Gdak took title to an entirely different property located at 652 Colby Dr., Waterloo, Ontario.

- (b) The municipal address shown on the forged Transfer/Deed of land, namely 1343 Martin Grove, Waterloo, does not match the legal description or the PIN identifier of the property, which is 22281-0110. That PIN identifier corresponds with 652 Colby Dr. which is a property owned by either Jaimee or Jaimak Properties
- (c) 1343 Martin Grove Rd. is not owned by En Cadre or any other related company to Trigger and consists of raw land located in an agricultural area;
- (d) the names of the vendor and purchaser are entered on the document are incorrect. The name of the Transferor is shown as “Mr. Cleason Martin” and the name of the Transferee is shown as “Mr. Mark W. Gdak”. In the Ontario land titles system the title “Mr.” is never used, and the names of individuals always appear last name first, followed by a comma, followed by the first name. I am advised by Mr. Alpert that the land titles system will not accept entry of the names of vendors and purchasers in this way, so it is impossible that this is an actual, valid Transfer. It would not have been accepted for registration by the land titles computer system.

The Fake Agreement of Purchase and Sale

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

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

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

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

MEETING WITH GDAK

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

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

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FULL DISCLOSURE OF ALL RELEVANT FACTS

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

- (a) Trigger has a high visibility in the industry, and it does indeed operate a real firearms warehouse, which I have personally attended at. I have seen many government/regulatory documents over the years that I do not believe are forgeries all of which suggests that Trigger does indeed exist as a business and does import and distribute firearms in Canada.
- (b) Trigger has detailed information about executives working at Canadian Tire and Home Hardware, suggesting that there is exists a real business relationship;
- (c) Although it seems impossible that this could be the case given the circumstances of this case, it is theoretically possible that Gdak could take the position that Clearflow won't suffer any loss at all if it can collect all outstanding accounts receivable, assuming that they do indeed exist;
- (d) Trigger has always benefitted from the assistance of professional chartered accountants and reputable legal counsel in the Waterloo area.
- (e) Trigger and Gdak hold the required licenses and designations from, as well as the trust of, the various regulatory authorities, whom I understand conduct exhaustive

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background checks into individuals involved in this business. These authorities are presumably aware of the sale of every firearm in Canada and keep careful track of the shipping, purchase and handling of every firearm sold.

- (f) There does not appear to be any obvious motive for Gdak and Trigger to engage in such a massive fraud in circumstances where his business appears to be growing exponentially.
- (g) There is no direct evidence that Gdak himself has personally benefitted from the fraud. There is no direct evidence that proceeds of fraud were utilized to acquire the real properties in Waterloo and Port Elgin.

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

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

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

UNDERTAKING AS TO DAMAGES

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

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

Commissioner for Taking Affidavits
(or as may be)

Jeffrey J. Simpson

MARTIN NICHOLAS REES

RCP-E 4D (July 1, 2007)

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and- TRIGGER WHOLESALE, INC. et al.
Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF MARTIN NICHOLAS REES

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Barristers & Solicitors
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Tel: 416-777-5413

Fax: 1-888-587-9143

Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

RCP-E 4C (May 1, 2016)

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

AFFIDAVIT OF ALEXANDRA (SANDY) KANICHIS

I, Alexandra (Sandy) Kanichis, of the Town of Woodbridge, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am the Director of Operations of the Applicant in this proceeding, and as such, have knowledge of the following matters, either through my direct knowledge or by informing myself in respect thereof, in which case I indicate the source of my information and belief.

2. I have read the draft Affidavit of Martin Rees to be filed in support of this Application and to the extent I have personal knowledge of the facts set out therein, I agree with his evidence.

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

- (a) To supply additional details regarding the Trigger credit facilities;
- (b) To provide additional details regarding the growth in over-90 day AR with respect to Trigger's accounts receivable and other details regarding the growth in Trigger's business over the years;
- (c) To provide details with respect to Clearflow's suspicions that certain cheques allegedly issued by Trigger customers are forgeries;
- (d) To provide details of measures taken by Clearflow in response to Gdak's chronic lack of financial reporting; and
- (e) To provide additional details as to the involvement of Jaimee Gdak in the business operations of Trigger.

DETAILS OF THE CREDIT FACILITIES

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

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

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- (c) a Royalty Agreement dated April 30, 2015 (the “**Royalty Agreement**”).

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

THE MPSA

5. Pursuant to the terms of the MPSA and the standard terms which form part thereof, Trigger is required to provide Clearflow with a monthly list of all outstanding invoices issued by it to its customers. Clearflow then has the option to purchase all or a portion of these accounts receivable based on a payment to Trigger of 85% of the amounts shown as due and outstanding.
6. Clearflow then collects those receivables in the ordinary course as they are paid by Trigger’s customers, which are typically retail stores ranging from small, “mom and pop” shops to, as indicated above, national chains such as Canadian Tire and Home Hardware. These customers remit payment to Trigger on 30-60 day payment terms from the invoice date in respect of products ordered and delivered. Unless and until Clearflow receives payment in respect of its financed purchase orders, any funds advanced to Trigger are considered loans outstanding from Clearflow to Trigger.
7. As of October 6, 2020, Clearflow had purchased accounts from Trigger with a total value of \$43,025,279.75, based on total accounts receivable allegedly due to Trigger by all of its customers collectively of \$64,074,258.69.
8. At the request of Gdak, Clearflow has not followed its usual procedure for collection of accounts receivable, provided for in the MPSA, Gdak’s stated reason for this request is that the

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

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

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

RAPID EXPANSION OF TRIGGER'S BUSINESS

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

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

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

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

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

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

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

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

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

FORGED CHEQUES

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

- (a) The bottoms of each cheque have been cut off in the photocopy provided by Gdak, such that account numbers and other information is not visible;
- (b) The cheques are stamped on the front with the name of an "attention of" person, namely Mr. Maguire and Ms. Shulist. I have never seen business cheques in my

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years of banking that would include an “attention of” name of an individual. There would be no reason for same;

- (c) These cheques, if they had been negotiated, would have stamps on the front or the back. The front sides of the cheques have no endorsement stamps and the backs of the cheques were not included in the copies sent by Gdak;
- (d) Finally, and perhaps most conspicuous is the fact that Mr. Maguire’s name is spelled differently (“Matt Maguire”) on the face of the supposed Canadian Tire cheques than the spelling of his name in the fake email address supplied by Gdak (“Matt Mcguire”). At the very least, this confirms that one or the other, if not both, of the cheques or the email addresses are faked.

INVOLVEMENT OF JAIMEE GDAK IN TRIGGER’S BUSINESS

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

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

265 Old Post Road, Waterloo ON

250 Lion’s Court, Warterloo, ON

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652 Colby Dr., Waterloo ON

47 Baker Rd., Port Elgin ON

157 Saugeen Beach Road, Port Elgin, ON

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

- (a) processing credit card payments;
- (b) deposits made into the Trigger Ops Account and the Trigger Blocked Account;
- (c) deposits made into BMO Bank Trigger Ops Account that consisted of non factored payments.

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

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

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

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

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

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

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

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

Commissioner for Taking Affidavits
(or as may be)

Jeffrey J. Simpson

ALEXANDRA (SANDY) KANICHIS

RCP-E 4D (July 1, 2007)

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and- TRIGGER WHOLESALE, INC. et al.
Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF ALEXANDRA (SANDY) KANICHIS

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Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

RCP-E 4C (May 1, 2016)

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

AFFIDAVIT OF GLENN PETERSEN

I, Glenn Petersen, of the City of Surrey, in the Province of British Columbia, MAKE
OATH AND SAY:

1. I am a director and one of the four partners of the Applicant in this proceeding, and as such, have knowledge of the following matters, either through my direct knowledge or by informing myself in respect thereof, in which case I indicate the source of my information and belief.
2. I have reviewed the draft Affidavits of Martin Rees and Sandy Kanichis, both of which were prepared in support of this Application. To the extent I have personal knowledge of the contents of those Affidavits, I confirm and agree with the evidence contained therein (other than

-2-

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

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

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

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

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

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

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

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

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

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

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



Commissioner for Taking Affidavits
(or as may be)

Jeffrey S. Simpson



GLENN PETERSEN

RCP-E 4D (July 1, 2007)

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and- TRIGGER WHOLESALE, INC. et al.
Respondents

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

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Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

RCP-E 4C (May 1, 2016)

Appendix 3

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

APPLICATION UNDER Section 47(1) of the *Bankruptcy and Insolvency Act*,
R.S.C.1985, c. B3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and
Rule 40.01 of the *Rules of Civil Procedure*

FIRST REPORT OF THE INTERIM RECEIVER

OCTOBER 21, 2020



Grant Thornton

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

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INTRODUCTION

1. Grant Thornton Limited (“**GTL**”) was appointed as Interim Receiver (the “**IR**”) of Trigger Wholesale Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”) by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 13, 2020 (the “**Interim Receivership Order**”). Copies of the Interim Receivership Order and the Endorsement of the Honourable Madam Justice Gilmore are attached hereto as **Appendix “1”**.
2. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the IR, are contained in the affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson, each sworn October 9, 2020 (the “**Clearflow Affidavits**”) in support of Clearflow Commercial Finance Corp.’s (“**Clearflow**”) application for the appointment of the IR. A copy of the Clearflow Affidavits without appendices is attached hereto as **Appendix “2”** and are accessible on the IR’s case website at www.GrantThornton.ca/TWI. Clearflow is the primary secured creditor of the Debtors.
3. The Debtors are both companies that are incorporated in Ontario and are allegedly in the business of importing and distributing firearms, particularly shotguns, and associated ammunition to customers throughout Canada. The Debtor’s customers allegedly include Canadian Tire and Home Hardware, as well as small gun shops, outdoor stores, the military and police forces. The registered address for Trigger is 588 Colby Drive, Suite #1, Waterloo, Ontario. The directors of Trigger are Mark Gdak, Jaimee Lynn Gdak and Brian Richard Kelly. Although the IR understands that recently Mr. Kelly has resigned as a director of Trigger.
4. The IR does not have any knowledge at this time as to the precise nature of the business that En Cadre was engaged in prior to the granting of the Interim Receivership Order. The registered address for En Cadre is 588 Colby Drive, Suite #1, Waterloo, Ontario. The directors of En Cadre are Mark Gdak and Jaimee Lynn Gdak. The Debtor’s assets consist of:
 - a) accounts receivable due and owing from customers of the Debtor’s (“**AR**”);

- b) firearms and ammunition inventory owned by the Debtor's and stored in a secure facility located at 588 Colby Drive, Suite #1, Waterloo, Ontario (the "**Premises**"); and
- c) miscellaneous assets, including office equipment and computers, goodwill, and customer lists.

DISCLAIMER

- 5. In preparing this report, the IR has reviewed certain unaudited financial information and certain financial information related to the Debtors. While the IR has performed a preliminary review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards ("**GAAS**") or International Financial Reporting Standards ("**IFRS**"). Accordingly, the IR expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.
- 6. This report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to approve the relief sought by Clearflow, in respect of motion that is scheduled to be heard by the Court on October 22, 2020. Accordingly, the reader is cautioned that this report may not be appropriate for any other purpose.
- 7. All references to dollars in this report are in Canadian currency, unless otherwise noted.

PURPOSE OF FIRST REPORT

- 8. The purpose of this, the IR's first report to Court (the "**IR's First Report**") is to advise the Court on the IR's activities since its appointment and to provide information to the Court pertaining to Clearflow's request for an Order, *inter alia*,
 - (a) converting the Interim Receivership Order into a Receivership Order (the "**National Receivership Proceedings**") pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43,

as amended (the "**CJA**"), and appointing GTL as receiver (in such capacity the "**Receiver**") without security, of all of the assets, undertakings and properties of Trigger, En Cadre and certain real property owned by each of Jaimak Real Properties Inc. ("**Jaimak**") or Jaimee Lynn Gdak, (collectively, the "**Property**"), as specified in the draft Order included in the Clearflow Motion Record (collectively the "**Debtors**");

- (b) continuing the Mareva injunction relief set out in paragraphs 8, 9 and 10 of the Interim Receivership Order, subject to such amendments and additional terms, as set out in the draft Order included in the Clearflow Motion Record;
- (c) authorizing, but not obligating, GTL to file assignments in bankruptcy for each of Trigger and En Cadre under the BIA;
- (d) authorizing GTL to act as trustee in bankruptcy for each of Trigger and En Cadre;
- (e) authorizing GTL to transfer \$30,000 from the National Receivership Proceedings to GTL, in its capacity as proposed trustee in bankruptcy, to fund the administration of the proposed bankruptcy proceedings of Trigger;
- (f) authorizing GTL to transfer \$30,000 from the National Receivership Proceedings to GTL, in its capacity as proposed trustee in bankruptcy, to fund the administration of the proposed bankruptcy proceedings of En Cadre;

- (g) requiring Brian Kelly to provide information or documents to the Receiver, to aid in the Receiver's efforts to take control of the Property and discharge its duties under the National Receivership Proceedings;
- (h) authorizing the Receiver to conduct examinations of each of Mark Gdak, Jamiee Lynn Gdak, Brian Kelly, Mike Nero and Phil Searles, in respect of the Property that pertains to the National Receivership Proceedings; and
- (i) granting certain other ancillary relief, as detailed in the draft Order included in the Clearflow Motion Record.

TAKING POSSESSION

- 9. Prior to the IR's appointment, Clearflow management advised GTL that the Premises contained a large number of non-restricted, restricted and prohibited firearms, as well as ammunition and that the principal of Trigger, Mr. Gdak, had a permit to carry a concealed firearm.
- 10. In anticipation of being appointed as IR, GTL contacted the Chief Firearms Office for Ontario (the "**CFO**") to enquire if it was possible for a civilian to have a permit to carry a concealed firearm. The CFO advised that while such permits were very rarely granted, they did exist.
- 11. Upon its appointment, the IR attended at the Waterloo Police North Division station and sought assistance from the Waterloo Police Department in gaining entry to the Premises, due to the Premises containing firearms and ammunition.
- 12. There was no one present at the Premises when the IR arrived at approximately 6:00PM on October 13, 2020. Therefore, the IR called Mr. Gdak, notified him of the appointment of the IR, and asked that he attend the Premises to allow the IR to take possession thereof.
- 13. Mr. Gdak cooperated and attended at the Premises, provided the IR with the keys to the Premises, as well as the passcodes to the alarm system, names of the security monitoring company and Information Technology ("**IT**") consultant

used by the Debtors. Mr. Gdak also provided the IR with a tour of the Premises prior to departing after advising that he was not prepared to answer any additional questions without speaking with his counsel. Mr. Gdak agreed to meet the IR at the Premises at 9:30AM the next day, October 14, 2020, to assist the IR with fulfilling its duties.

14. The CFO has advised that pursuant to section 91 of the Criminal Code (R.S.C., 1985, c. C-46) (the “**Criminal Code**”):

- a) anyone with access to non-restricted firearms must either hold a Non-Restricted Possession and Acquisition License (“**NRPAL**”), or be under the direct and immediate supervision of someone with an NRPAL; and
- b) anyone with access to restricted firearms must either hold a Restricted Possession and Acquisition License (“**RPAL**”) or be under the direct and immediate supervision of someone with an RPAL license.

15. Pursuant to Section 91 of the Criminal Code:

Unauthorized possession of firearm

91 (1) Subject to subsection (4), every person commits an offence who possesses a prohibited firearm, a restricted firearm or a non-restricted firearm without being the holder of

- (a) a licence under which the person may possess it; and
- (b) in the case of a prohibited firearm or a restricted firearm, a registration certificate for it.

Exceptions

(4) Subsections (1) and (2) do not apply to

- (a) a person who possesses a prohibited firearm, a restricted firearm, a non-restricted firearm, a prohibited weapon, a restricted weapon, a prohibited device or any prohibited ammunition while the person is under the direct and immediate supervision of a person who may lawfully possess it, for the purpose of using it in a manner in which the supervising person may lawfully use it; or
- (b) a person who comes into possession of a prohibited firearm, a restricted firearm, a non-restricted firearm, a prohibited weapon, a restricted weapon, a prohibited device or any prohibited ammunition by the operation of law and who, within a reasonable period after acquiring possession of it,
 - (i) lawfully disposes of it, or

16. The IR’s representative responsible for taking possession of the Premises holds the appropriate licenses to possess restricted and non-restricted firearms and provides direct and immediate supervision of anyone that entered the warehouse at the Premises where the firearms are stored in accordance with Section 91(4)(a).

17. The IR has also confirmed with the CFO that since the IR has come into possession of the firearms as a result of the Interim Receivership Order the exception provided in Section 91(4)(b) applies.
18. The IR has arranged for a security consultant, locksmith, security camera consultant and IT consultant to attend the Premises and proceeded to take possession of the Premises, which included:
 - a) changing the locks on the Premises;
 - b) reviewing the internal security of firearms and ammunition;
 - c) reviewing the setup of security cameras; and
 - d) reviewing the IT setup, backing up email and accounting data and disconnecting remote access to the Debtor's computer server.
19. The IR was unable to make arrangements to change access to the alarm system on the evening of October 13, 2020, therefore a security guard was posted outside the Premises, with instructions not to allow anyone to enter the Premises, other than the IR and its consultants.
20. At approximately 9:00AM on October 14, 2020, Mr. Gdak called the IR and advised that he would be unable to attend the Premises to assist the IR, as he would be meeting with his counsel. The IR requested that Mr. Gdak provide usernames and passwords to Trigger's accounting software ("**Quickbooks**"), so that an inventory and AR listing could be obtained. Mr. Gdak said that he could not remember the passwords and would provide them later in the day along with the inventory and AR listings.
21. On October 14, 2020, the IR spoke with The Waterloo Networking Company ("**TWNC**") which managed the Debtor's IT and arranged for only the IR to have access to Trigger's physical and virtual servers. The IR also spoke with the Summit Group, which hosts Trigger's Quickbooks and arranged for only the IR to have access to Quickbooks.
22. In addition, on its appointment, the IR notified Bank of Montreal, where the Debtors held certain bank accounts, to freeze the existing accounts for withdrawals, and make them for deposit only. At the time of the Interim Receivership Order, there was approximately \$16,000 in aggregate in the bank

accounts. In parallel with this, the IR opened new trust accounts for Trigger and En Cadre, as required by paragraph 17 of the Interim Receivership Order.

23. The IR has also confirmed that insurance is currently in place, however the policy was renewed in June, 2020 and no premiums have been paid. Premium arrears are currently \$71,668 and are \$14,343 per month going forward. The IR is investigating other more economical insurance options.
24. As required by the Interim Receivership Order, the IR set up and is maintaining a case website containing all publicly available information in these proceedings.

ASSETS

Accounts Receivable

25. Clearflow advises that it has currently factored Trigger's outstanding AR totalling \$64,074,258 and provided the IR with a listing of this AR (the "**Clearflow AR Listing**"). A copy of the Clearflow AR Listing is attached here to as **Appendix "3"**.
26. The IR has accessed Trigger's Quickbooks records and was able to print a report detailing amounts outstanding from customers, as at October 13, 2020 (the "**Trigger AR Listing**"). The Trigger AR Listing details amounts owing from customers totalling \$1,510,458. A copy of the Trigger AR Listing is attached hereto as **Appendix "4"**.
27. The IR asked Mr. Gdak to confirm that the Trigger AR Listing was correct, to which Mr. Gdak provided an alternative AR listing totalling \$1,411,812 (the "**Mr. Gdak AR Listing**"), of which \$467,738 represents inventory held at customers on consignment and based on the typical terms of consignment, has likely not been sold to the customer. The actual amount owing from customers according to Mr. Gdak is therefore \$944,073. A copy of the Mr. Gdak AR Listing is attached hereto as **Appendix "5"**.
28. The invoices listed on the Trigger AR Listing and the Mr. Gdak AR Listing are mostly less than \$10,000 each. Clearflow advises that they did not factor invoices under \$10,000. The IR has confirmed that none of the AR included on the Trigger AR Listing and the Mr. Gdak AR Listing is included on the Clearflow AR Listing.

29. On October 19, 2020 the IR asked Mr. Gdak if any of the AR on the Clearflow AR Listing were collectible to which Mr. Gdak replied that Trigger's only AR are those listed on the Mr. Gdak AR Listing. Based upon the IR's initial findings, it is concerned that all of the invoices factored by Clearflow totalling \$64,074,258 may not be real, but further investigation is required with respect to this matter.
30. The IR is in the process of contacting all customers and requesting that they verify the amounts owing to Trigger.

Inventory

31. Clearflow advised the IR that on September 28, 2020 Trigger told Clearflow that the inventory at the Premises had a cost value of approximately \$6 million.
32. While there were firearms and ammunition at the Premises, it was apparent to the IR, based on the quantity onsite, that the value was significantly less than \$6 million.
33. The IR opened numerous boxes of handguns, which are restricted firearms, and noted that they were all in disrepair and rusted. These firearms are unusable in their current condition and have very little value.
34. The IR also opened numerous boxes of rifles, which are non-restricted firearms, and noted that they appeared to be in new condition.
35. On the afternoon of October 14, 2020, Mr. Gdak emailed the IR an inventory listing which states the cost value of the inventory at the Premises is \$1,999,058 (the "**Inventory Listing**"). The Inventory Listing appears to be prepared in Excel rather than a printout from Quickbooks. A copy of the Inventory Listing is attached hereto as **Appendix "6"**. The IR has not been able to generate a similar listing in Quickbooks, therefore it appears that Trigger may not have maintained its inventory records in Quickbooks.

IR'S PRELIMINARY FINDINGS TO SUPPORT CLEARFLOW'S CONCERNS

Discussion with Mr. Gdak

36. On October 19, 2020, the IR received a call from Mr. Gdak in which he advised that he was preparing a plan to repay part of the funds advanced by Clearflow. This plan included handing over five properties with equity of approximately \$7

million to Clearflow, two of which were under contract to be sold. Clearflow is aware of the following five properties that are owned by either Jaimak or Mrs. Gdak:

- a) 652 Colby Dr, Waterloo, ON N2V 1A2;
- b) 250 Lions Ct, Waterloo, ON N2L 6M8;
- c) 157 Saugeen Beach Rd, Port Elgin, ON N0H 2C5;
- d) 43 Baker Rd, Port Elgin, ON N0H 2C5; and
- e) 265 Old Post Road, Waterloo

The IR believes that Mr. Gdak was referring to these five properties.

CFO Audit Letter

- 37. The IR contacted the CFO and has requested that an inventory audit be completed to ensure that all restricted firearms registered to Trigger are located at the Premises. The CFO has acknowledged the IR's request and advises it will schedule an audit as soon as possible.
- 38. The CFO also advised that the last audit was completed in December 2019. Clearflow has provided the IR with copies of the CFO audit letters it obtained from Trigger dated March 5, 2020 and May 11, 2020. The IR has provided these letters to the CFO, who has advised that while a letter dated March 5, 2020 was issued to Trigger in respect of the December 2019 audit, the letter provided by Clearflow has been substantially altered from the original letter issued by the CFO. Examples of alternations include:
 - a) changing the number of restricted firearms located at the Premises from 1,114 to 31,114, the number of self audited items from 200 to 3000 and the number of CFO audited items from 162 to 3162; and
 - b) changing the number of reported cameras on the premises from 16 to 32;
 - c) changing the number of motion sensors in the warehouse from 11 to 14;
 - d) removing a sentence that advised the panic alarms were not in use at the time of inspection;
 - e) stating that an audit of Trigger's service ledge was completed finding no issues to report when there is no mention of such an audit in the original letter; and

- f) adding a statement that this is the 24th inspection without issue and continuous advancements in security and operations when there is no such statement in the original letter.

The CFO also advised that the letter dated May 11, 2020 was not issued by the CFO and the audit referred to therein never occurred. Copies of the letters provided to Clearflow by Trigger and the actual letters provided to Trigger by the CFO are attached hereto as **Appendices “7”** and **“8”** respectively.

Customer Email Accounts

39. The Clearflow Affidavits state that Trigger created fake email addresses for supposed Canadian Tire and Home Hardware employees, which Trigger used to provide false sales and AR information to Clearflow.
40. The Receiver located emails from Phil Searles (“**Mr. Searles**”), a Trigger employee, to TWNC requesting that the following new domains be created on August 12 and 13, 2020:
- @hhdist.on.ca
 - @cdntops.com
41. The Receiver also located emails from Mr. Searles and Mr. Gdak to TWNC dated August 12, 13 and 18, 2020, requesting that the following email addresses be urgently created:
- matt.mcguire@cdntops.com
 - c.shulist@hhdist.ca
 - r.egan@hhdist.ca

Copies of the August 12, 13 and 18, 2020 emails are attached hereto as **Appendix “9”**. An excerpt from one of the emails is provided below.

From: Mark Gdak <Mark@triggerwholesale.com>
Sent: August 12, 2020 1:49 PM
To: Phil Searles <Phil@triggerwholesale.com>; twnc.ucr <ucr@twnc.com>
Cc: Scott Downing <SDowning@twnc.com>
Subject: RE: NEW DOMAIN AND NEW EMAIL USER REQUEST

Here is the user that needs to be set up:
Name: Matthew McGuire
Email: matt.mcguire@cdntops.com

42. The IR also located two laptop computers in Mr. Gdak and his spouse, Jaimee Gdak's ("**Mrs. Gdak**") office. These computers were logged into the email accounts for r.egan@hhdist.ca and matt.mcguire@cdntops.com. Print screens of these two email account pages are attached hereto as **Appendix "10"**.
43. It would appear that Mr. Gdak and/or Mrs. Gdak were using these computers to impersonate Canadian Tire and Home Hardware employees.

Cheques Located Onsite

44. The IR located 27 uncashed cheques from what appear to be Trigger customers totalling \$1,654,693.75 (the "**Uncashed Cheques**"), including the following two cheques from what appear to be Home Hardware Building Centre:
- a) cheque number 350015 dated August 18, 2020 in the amount of \$696,150.00; and
 - b) cheque number 336201 dated July 24, 2019 in the amount of \$382,222.50.
45. The Uncashed Cheques were all drawn on accounts from either Canadian Imperial Bank of Commerce ("**CIBC**"), Bank of Nova Scotia ("**BNS**") or Royal Bank of Canada ("**RBC**"). It appeared that all cheques drawn on accounts from each financial institution used the exact same background and same font. Copies of Uncashed Cheques with a schedule summarizing same are attached hereto as **Appendix "11"**.
46. The IR also located boxes of paper printed with the exact same cheque stock for each of CIBC, BNS and RBC. The cheque stock paper was located in the office of Mr. Gdak and Mrs. Gdak.
47. Clearflow has advised that in early August 2020, it requested that Trigger provide scanned copies of cheques it was depositing into the Clearflow blocked account at BMO (the "**Blocked Account**"). While 5 of the Uncashed Cheques are dated in July 2019, the remaining 22 cheques are dated in August 2020. Therefore, it appears that Trigger created cheques in the names of certain customers to provide to Clearflow in support of deposits it was making to the Blocked Account.

The IR continues to investigate the true source of funds being deposited into the Blocked Account.

Accounting Entries

48. Quickbooks maintains a log of all entries made by each user (the “**Audit History**”). The IR has reviewed this Audit History which shows that entries for what appear to be false sales were largely made by Mr. Searles. Numerous AR collections were recorded by Mrs. Gdak. It therefore appears that both Mr. Searles and Mrs. Gdak may have participated in manipulating the accounting records.

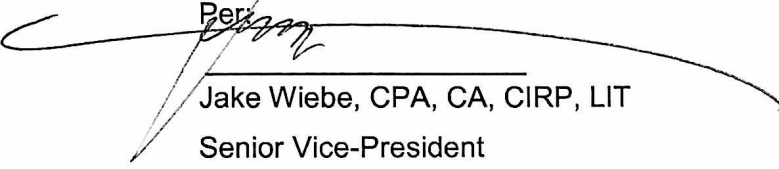
SUMMARY AND RECOMMENDATION

49. The preliminary investigation conducted by the IR has revealed that Trigger’s management, specifically, Mr. Gdak, Mrs. Gdak and Mr. Searles, appears to have been involved in the following activity:
- a) entering false customer sales and payments in Trigger’s accounting records;
 - b) creating email accounts to impersonate Canadian Tire and Home Hardware employees;
 - c) preparing false customer cheques on false CIBC, BNS and RBC accounts and providing same to Clearflow, as evidence of customer payments;
 - d) providing false AR information to Clearflow; and
 - e) falsifying letters from the CFO and providing such falsified letters to Clearflow.
50. The IR is of the view that in order to understand what happened to Clearflow’s advances and the use of those funds, a more extensive investigation will be required, including, but not limited to, a full review of the Debtor’s banking activity and reconciliation of customer balances.

51. Based on the foregoing, the IR respectfully requests that this Honourable Court grant an Order, in respect of the relief sought by Clearflow, as detailed in paragraph 8 of the IR's First Report.

All of which is respectfully submitted.

**GRANT THORNTON LIMITED,
IN ITS CAPACITY AS COURT-APPOINTED
INTERIM RECEIVER OF TRIGGER WHOLESale, INC.
AND THE EN CADRE GROUP INC.
AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**

Per: 

Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice-President

CLEARFLOW COMMERCIAL
FINANCE CORP.

and

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

Applicant

Respondents

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

**FIRST REPORT OF THE INTERIM
RECEIVER, GRANT THORNTON
LIMITED**

BORDEN LADNER GERVAIS LLP

Barristers and Solicitors
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22 Adelaide St West #3400
Toronto, ON M5H 4E3

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(LSO #43275C)

Lawyers for Grant Thornton Limited

Appendix 4

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



THE HONOURABLE
JUSTICE MCEWEN

) THURSDAY, THE 22ND DAY OF
) OCTOBER, 2020
)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

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

**ORDER
(Appointing s.243 Receiver)**

THIS MOTION made by the Applicant for an Order, among other relief, converting the Interim Receivership Order granted by the Honourable Madam Justice Gilmore dated October 13, 2020 (the "**Interim Receivership Order**") to a national receiver, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**"), appointing Grant Thornton Limited as receiver (in such capacity the "**Receiver**") without security, of all of the assets, undertakings and properties of Trigger Wholesale, Inc. ("**Trigger**"), the En Cadre Group Inc. ("**En Cadre**"), and certain real property owned by each of Jaimak Real Properties

Inc. ("**Jaimak**") or Jaimee Lynn Gdak, as specified in the within Order (collectively, the "**Debtors**") was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the Motion Record of the Applicant, filed, and the First Report of Grant Thornton Limited in its capacity as interim receiver dated October 21, 2020 (the "**First Report**"), filed, and the appendices thereto and on hearing the submissions of counsel for the Applicant, counsel for the Receiver and counsel for the Debtors Mark Gdak, Trigger, Jaimak Real Properties Inc. and En Cadre, and counsel for Brian Kelly, no one else appearing although it appears that they have been properly served as evidence by the Affidavit of Josset Johnson sworn October 21, 2020.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Grant Thornton Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors including all proceeds thereof, and certain real property owned by each of Jaimak or Jaimee Lynn Gdak, as set out in Schedule "A" to this Order (the "**Property**").

3. **THIS COURT ORDERS** that the Interim Receivership Order and the interim receivership proceedings, is hereby converted into a receivership pursuant to s. 243 of the BIA and s. 101 of the CJA.

4. **THIS COURT ORDERS** that notwithstanding paragraph 3 of this Order, all of the protections and benefits provided for in the Interim Receivership Order, shall continue, until further Order of the Court.

RECEIVER'S POWERS

5. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized, but not obligated, to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in

collecting such monies, including, without limitation, to enforce any security held by the Debtors;

- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1 million in total; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including the Property set out at Schedule "A" to this Order;
- (o) to register a copy of this Order against title to any of the Property set out at Schedule "A" to this Order and the Land Registry Office of Waterloo (No. 58) and the Land Registry Office of Bruce (No. 3) are hereby directed to effect the registration of this Order against title to the Property set out at Schedule "A" to this at the request of the Receiver;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

6. **THIS COURT ORDERS** that the Receiver shall be empowered and authorized, but not obligated to:

- (a) file an assignment in bankruptcy on behalf of the Debtors, Trigger and En Cadre; and
- (b) if necessary, transfer funds to Grant Thornton Limited, as the proposed trustee in bankruptcy for each of Trigger and En Cadre, in the amount of \$30,000 for each estate, from the within receivership proceedings, to fund the administration of the bankruptcy estates of Trigger and En Cadre.

7. **THIS COURT ORDERS** that Grant Thornton Limited is hereby authorized to act as the trustee in bankruptcy for each of Trigger and En Cadre.

POWER TO EXAMINE THIRD PARTIES AND OBTAIN INFORMATION

8. **THIS COURT ORDERS** that the Receiver shall have the power to conduct examinations of each of Mark Gdak, Jaimee Lynn Gdak, Brian Kelly, Mike Nero and Phil Searles, in respect of the Property and in the discharge of the duties of the Receiver in these proceedings.

9. **THIS COURT ORDERS** that Brian R. Kelly shall provide documents and information which is not otherwise subject to lawyer-client privilege to the Receiver to aid in the Receiver's efforts to take control of the Property and discharge its duties in these proceedings, including the provision of a copy of any fully signed Agreements of Purchase and Sale in Mr. Kelly's possession which have not closed and in which any of the Respondents are named as a vendor or purchaser.

10. **THIS COURT ORDERS** that the issue of payment by the Receiver from the assets of the Respondents of the legal expenses incurred by Brian R. Kelly regarding these matters is adjourned and to be heard on request of the lawyer for Mr. Kelly on notice to the parties.

CONTINUATION OF MAREVA INJUNCTION

11. **THIS COURT ORDERS** that paragraphs 8, 9, 10 and 11 of the Interim Receivership Order are hereby continued until further Order of this Court.

12. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to pay Lerner's LLP the sum of \$30,000, as a retainer in respect of Lerner's representation of the Respondents (with the exception of the Respondent Jaimee Gdak) in these proceedings, when: (1) any one of the properties listed on Schedule "A" to this Order is sold; and (2) the Receiver is in receipt of the net proceeds of sale of any such property listed on Schedule "A" to this Order.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

13. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

14. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, including, without limitation, any such information etc. relating to the affairs of the Respondent Jamie Gdak, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 12 or in paragraph 13 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or

provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

15. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

16. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

17. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

18. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

19. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

20. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

21. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current

telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

24. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to

whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

25. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

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

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

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

FUNDING OF THE RECEIVERSHIP

30. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$300,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and

is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

31. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

32. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

33. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

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

35. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any

other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

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

39. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

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



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

NOV 12 2020

PER / PAR:



SCHEDULE "A"

<u>Properties</u>	<u>Owner</u>	<u>Legal Description</u>
652 Colby Dr, Waterloo, ON N2V 1A2	Jaimak Real Properties Inc.	LT 66 PL 1405 City Of Waterloo; City Of Waterloo
250 Lions Ct, Waterloo, ON N2L 6M8	Jaimee Gdak	Lot 46, Plan 58M-166; Subject To Easement N0. LT52777 In Favor Of The Corporation Of The City Of Waterloo And Union Gas Limited Over PT 46 ON 58R-12696; Together With Right Of Way N0. 443531 Over PTS 4 And 5 ON 58R- 12488; Waterloo.
157 Saugeen Beach Rd. Port Elgin, ON N0H 2C5	Jaimee Lynn Gdak	LT 1 PL 416; Saugeen Shores
43 Baker Rd, Port Elgin, ON N0H 2C5	Jaimee Gdak	LT 14 PL 497; Saugeen Shores
265 Old Post Rd. Waterloo, ON	Jaimee Gdak	Unit 3, Level 1, Waterloo North Condominium Plan No. 9 ; BLK A PL 1292; PTS 1 & 2 CTA 903 As More Fully Described In Schedule 'A' Of Declaration 486152 ; S/T Right Of Way Over PTS 4 & 5 58R12488 As In LT61266; Release Of Ease 443531 As In LT61267; T/W Right Of Way As In LT61268; Waterloo

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Grant Thornton Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties of Trigger Wholesale, Inc., The En Cadre Group, Inc. acquired for, or used in relation, including all proceeds thereof, and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 20__ (the "**Order**") made in an action having Court file number CV-20-00649154-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

GRANT THORNTON LIMITED solely in its
capacity as Receiver of the Property, and not in
its personal capacity

Per: _____

Name:

Title:

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and- TRIGGER WHOLESALE, INC. et al.
Respondents

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

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(Appointing s.243 Receiver)**

TORKIN MANES LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Jeffrey J. Simpson (39663M)
jsimpson@torkinmanes.com
Tel: 416-777-5413
Fax: 1-888-587-9143

Lawyers for the Applicant,
ClearFlow Commercial Finance Corp.

RCP-E 4C (May 1, 2016)

Appendix 5

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

FIRST REPORT OF THE RECEIVER

NOVEMBER 20, 2020



Grant Thornton

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

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Appendix 2	Affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson each sworn October 9, 2020 (without appendices)
Appendix 3	First Report of the Interim Receiver dated October 21, 2020 (without appendices)
Appendix 4	Receivership Order dated October 22, 2020
Appendix 5	Agreement of Purchase and Sale dated October 9, 2020 (redacted)
Appendix 6	Affidavit of Jacob Wiebe, sworn November 20, 2020
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Confidential Appendix 1	Sale Agreement dated October 9, 2020
Confidential Appendix 2	Opinion of Value on 43 Baker Road, Port Elgin, Ontario
Confidential Appendix 3	Amendment to the Sale Agreement dated October 30, 2020
Confidential Appendix 4	Amendment to the Sale Agreement dated November 6, 2020

INTRODUCTION

1. Grant Thornton Limited (“**GTL**”) was appointed as Interim Receiver (the “**IR**”) of Trigger Wholesale Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”) by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 13, 2020 (the “**Interim Receivership Order**”). Copies of the Interim Receivership Order and the Endorsement of the Honourable Madam Justice Gilmore are attached hereto as **Appendix “1”**.
2. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the IR, are contained in the affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson, each sworn October 9, 2020 (the “**Clearflow Affidavits**”) in support of Clearflow Commercial Finance Corp.’s (“**Clearflow**”) application for the appointment of the IR. A copy of the Clearflow Affidavits without appendices are attached hereto as **Appendix “2”** and are accessible on the case website at www.GrantThornton.ca/TWI. Clearflow is the primary secured creditor of the Debtors.
3. The Interim Receiver filed its first report to Court dated October 21, 2020 (the “**IR’s First Report**”) in support of Clearflow’s application to convert the Interim Receivership Order, to a national receiver, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). A copy of the IR’s First Report is attached hereto as **Appendix “3”** without appendices.
4. Pursuant an order of the Honourable Mr. Justice McEwen dated October 22, 2020, GTL was appointed as the Receiver (the “**Receiver**”) over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak (“**J. Gdak**”), pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “4”**.

DISCLAIMER

5. In preparing this report, the Receiver has reviewed certain unaudited financial information and certain financial information related to the Debtors. While the Receiver has performed a preliminary review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards (“**GAAS**”) or International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.
6. This report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to approve the relief sought by the Receiver, in respect of motion that is scheduled to be heard by the Court on December 1, 2020. Accordingly, the reader is cautioned that this report may not be appropriate for any other purpose.
7. All references to dollars in this report are in Canadian currency, unless otherwise noted.

PURPOSE OF FIRST REPORT

8. The purpose of this, the Receiver’s first report to Court (the “**First Report**”) is to advise the Court on the Receiver’s activities since its appointment and to provide information to the Court pertaining to the Receiver’s request for an Order, *inter alia*,
 - a) approving the IR’s First Report and the activities of the IR described therein;
 - b) approving the First Report and the activities of the Receiver described therein;
 - c) approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale dated October 9, 2020 between J. Gdak, as vendor, and Paul German and Julie German (collectively, the “**Purchasers**”), as purchasers, as amended by an amending agreement dated October 30, 2020 between the Receiver and the Purchasers, and as further amended by a second amending agreement dated November 6, 2020 between the Receiver and the Purchasers for the purchase and sale of a property located at 43 Baker Rd., Port Elgin, Ontario (the “**Purchased Property**”) (the “**Sale**

Agreement") and authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable for the completion of the Transaction;

- d) vesting in the Purchasers all of J. Gdak's right, title and interest in and to the Purchased Property, free and clear of all encumbrances, except certain permitted encumbrances;
- e) sealing certain Confidential Appendices to the First Report;
- f) approving the fees and disbursements of the IR and the Receiver for the period from October 8, 2020 to October 31, 2020, as set out in the affidavit of Jacob Wiebe, sworn November 20, 2020; and
- g) approving the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the IR and the Receiver for the period from October 9, 2020 to October 31, 2020, as set out in the Affidavit of Christine Mason, sworn November 20, 2020.

Sale of 43 Baker Road, Port Elgin, Ontario

- 9. Prior to the appointment of the IR and the Receiver, J. Gdak entered into an agreement of purchase and sale dated October 9, 2020 with the Purchasers for the Purchased Property. The closing date stated in the Sale Agreement was October 30, 2020. A copy of the redacted agreement of purchase and sale dated October 9, 2020 is attached hereto as **Appendix "5"**. A copy of the unredacted Sale Agreement is attached hereto as **Confidential Appendix "1"**.
- 10. On October 30, 2020, the Receiver and the Purchasers executed an amendment to the Sale Agreement to extend the closing date to November 6, 2020, to allow the Receiver to obtain a valuation of the Purchased Property (the "**October 30 Amendment**").
- 11. The Receiver engaged a realtor to provide an opinion of value on the Purchased Property (the "**Opinion of Value**"), in order to assess the reasonableness of the proposed selling price. A copy of the Opinion of Value is attached hereto as **Confidential Appendix "2"**. The Opinion of Value verified that the proposed selling price in the Sale Agreement is reasonable.
- 12. On November 6, 2020 the Receiver and the Purchasers executed a further amendment to the Sale Agreement (the "**November 6 Amendment**"). The

Transaction is subject to Court approval, since the amount of the selling price exceeds the Receiver's limit to sell assets, as specified in the Receivership Order. Copies of the October 30 Amendment and the November 6 Amendment are attached hereto as **Confidential Appendices "3" and "4"**.

13. The Receiver reviewed the Sale Agreement and the Opinion of Value with Clearflow, who supports the proposed Transaction.
14. The Receiver recommends that the Transaction be approved by the Court for the following reasons:
 - a) the Transaction was originally entered into by J. Gdak;
 - b) the Receiver has obtained an Opinion of Value which supports the economics of the proposed Transaction; and
 - c) the Transaction is in the best interests of the stakeholders in the within receivership proceedings.

Confidentiality

15. The Receiver believes that the Confidential Appendices should remain sealed until the closing of the Transaction as the information contained therein is commercially sensitive and could prejudice the sale of the Purchased Property. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver, which may impact the price that interested purchasers are willing to offer for the Purchased Property, should the proposed Transaction not close.
16. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendices are sealed in this manner.

APPROVAL OF PROFESSIONAL FEES

17. The IR, the Receiver and its counsel have maintained detailed records of their professional fees.
18. Pursuant to paragraph 22 of the IR Order and paragraph 27 of the Receivership Order, the IR and the Receiver and its counsel shall be paid their reasonable fees and disbursements and a charge was granted on the Property (as defined in the Receivership Order), as security for such fees and disbursements.

19. The total fees and disbursements of the IR and the Receiver from October 8, 2020 to October 31, 2020 amount to \$138,262.97 inclusive of disbursements and HST and are more particularly describe in the affidavit of Jacob Wiebe sworn November 20, 2020, a copy of which is attached hereto as **Appendix "6"**.
20. The total fees and disbursements of the Receiver's counsel, BLG, from October 9, 2020 to October 31, 2020 amount to \$46,400.06 inclusive of disbursements and HST and are more particularly describe in the affidavit of Christine Mason sworn November 20, 2020, a copy of which is attached hereto as **Appendix "7"**.
21. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

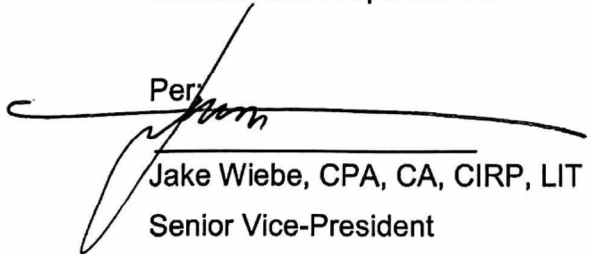
SUMMARY AND RECOMMENDATION

22. Based on the foregoing, the IR and the Receiver respectfully request that this Honourable Court grant an Order, in respect of the relief sought, as detailed in paragraph 8 of the First Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

In its capacity as Court Appointed Interim Receiver and Receiver of Trigger Wholesale, Inc. The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. and Jaimee Gdak

Per: 

Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice-President

CLEARFLOW COMMERCIAL
FINANCE CORP.

and

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

Applicant

Respondents

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

**FIRST REPORT OF THE
RECEIVER, GRANT THORNTON
LIMITED**

BORDEN LADNER GERVAIS LLP

Barristers and Solicitors
East Tower, Bay Adelaide Centre
22 Adelaide St West #3400
Toronto, ON M5H 4E3

Roger Jaipargas

Tel: (416) 367-6266
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Mahnaz Shariati

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(LSO No. 80262P)

Lawyers for Grant Thornton Limited

Appendix 6

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

THE HONOURABLE

MADAM JUSTICE DIETRICH

)
)
)

TUESDAY, THE 1ST

DAY OF DECEMBER, 2020



BETWEEN:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited ("GTL") in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, for an order approving the sale transaction (the "**Transaction**") contemplated by agreement of purchase and sale dated October 9, 2020, as amended by an amending agreement dated October 30, 2020, and as further amended by a second amending agreement dated November 6, 2020 (the "**Sale Agreement**"), between the Receiver and Paul German and Julie German (the "**Purchasers**") for the purchase and sale of a property located at 43 Baker Rd., Port Elgin, Ontario (the "**Purchased**

Property") and appended to the first report of the Receiver dated November 20, 2020 (the "**First Report**"), the affidavit of Jacob Wiebe sworn November 20, 2020 (the "**Wiebe Affidavit**"), the affidavit of Christine Mason sworn November 20, 2020 (the "**Mason Affidavit**") and vesting in the Purchasers, Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the First Report and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp. and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Mariela Adriana Gasparini sworn November 23, 2020, filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Property to the Purchasers.
2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchasers substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property described in the Sale Agreement and listed on Schedule B hereto, shall vest absolutely in the Purchasers, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Gilmore dated October 13, 2020; (ii) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated October 22, 2020; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iv) those Claims listed on

Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Property are hereby expunged and discharged as against the Purchased Property.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for Land Titles Division of Bruce of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchasers as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Property shall stand in the place and stead of the Purchased Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Property with the same priority as they had with respect to the Purchased Property immediately prior to the sale, as if the Purchased Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors or Jaimee Lynn Gdak and any bankruptcy order issued pursuant to any such applications; and

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

the vesting of the Purchased Property in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors or Jaimee Lynn Gdak and shall not be void or voidable by creditors of the Debtors or Jaimee Lynn Gdak, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT ORDERS** that the first report of GTL in its capacity as interim receiver (“**IR**”) dated October 21, 2020 (the “**First Report of the IR**”) and the activities of the IR, as described in the First Report of the IR, be and are hereby approved; provided, however that only the IR, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

8. **THIS COURT ORDERS** that the First Report of the Receiver and the activities of the Receiver, as described in the First Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

9. **THIS COURT ORDERS** that the fees and disbursements of the IR and the Receiver, as described in the First Report and as set out in the Wiebe Affidavit, be and are hereby approved.

10. **THIS COURT ORDERS** that the fees and disbursements of the Receiver’s legal counsel, Borden Ladner Gervais LLP (“**BLG**”), as described in the First Report and as set out in the Mason Affidavit, be and are hereby approved.

11. **THIS COURT ORDERS** that Confidential Appendices “1”, “2”, “3” and “4” to the First Report be and is hereby sealed until the closing of the Transaction.

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

Erin J.

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

DEC 02 2020

PER / PAR:

W

Schedule A – Form of Receiver's Certificate

Court File No. _____

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated October 13, 2020, Grant Thornton Limited ("**GTL**") was appointed as the interim receiver (the "**IR**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**").

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

C. Pursuant to an Order of the Court dated December 1, 2020, the Court approved the agreement of purchase and sale dated October 9, 2020, as amended by an amending agreement dated October 30, 2020 and as further amended by a second amending agreement dated November 6, 2020 (the "**November 6 Amendment**") (collectively, the "**Sale Agreement**") between the Receiver and Paul German and Julie German (the "**Purchasers**") and provided for the vesting in the Purchasers of Jaimee Lynn Gdak's right, title and interest in and to the property located at 43 Baker Rd., Port Elgin, Ontario (the "**Purchased Property**"), which vesting is to be effective with respect to the Purchased Property upon the delivery by the Receiver to the Purchasers of a certificate confirming: (i) the payment by the Purchasers of the Purchase Price for the Purchased Property; (ii) that the conditions to Closing as set out in section 3 of the November 6 Amendment have been satisfied or waived by the Receiver; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchasers have paid and the Receiver has received the Purchase Price for the Purchased Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 3 of the November 6 Amendment have been satisfied or waived by the Receiver; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**GRANT THORNTON LIMITED, in its
capacity as Receiver of the undertaking,
property and assets of the Debtors and
certain other real property and not in its
personal capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Property

1. Real Property

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

2. Chattels

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

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

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

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

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

(unaffected by the Vesting Order)

1. Application to Annex Restrictive Covenant registered on 1968/07/23 as Instrument Number R62863Z.
2. Any registered restrictions or covenants that run with the land providing that such are complied with.
3. Any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility.
4. Any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties.
5. Any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property.

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and-

TRIGGER WHOLESale, INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER
(Returnable December 1, 2020)

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

Mahnaz Shariati – LSO No. 80262P

Tel: 416-367-6366
Email: mshariati@blg.com

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

Two motions were brought in the in above-noted matter via Zoom video conference today.

The counsel in attendance are those whose names appear on the attached counsel slip.

Endorsement

The Receiver brings the first motion seeking approval of the sale transaction of one of five real properties owned by the respondent Jaimee Lynn Gdak. The property is municipally known as 43 Baker Road, Port Elgin, Ontario (the "Property"). Ms. Gdak was served on the motion and is now represented by counsel. The motion is unopposed.

Ms. Gdak had entered into an agreement of purchase and sale with the purchasers and the Receiver will complete that transaction. The Receiver's report states that it obtained an opinion of value that supports the transaction and that the transaction is in the best interests of the stakeholders in these receivership proceedings. I am satisfied that the *Soundair* principles have been met in this case and that the transaction should be approved.

I have reviewed the First Report of the interim Receiver and the First Report of the Receiver, and the Receiver's activities as described in its respective reports should be approved. The fees and disbursements of the interim Receiver, the Receiver and its counsel, as set out in the First Report, appear to be in order and should be approved.

Approval and Vesting Order to go in the form attached hereto and signed by me. The Order is effective as of today's date and does not need to be entered.

The Approval and Vesting Order contains a sealing order with respect to the Confidential Appendices. I am satisfied that the *Sierra Club* test has been met for these materials. **On the resumption of regular court operations, it will be the responsibility of counsel for the Receiver to ensure that the subject materials are properly identified and protected under seal in the court file.**

Ms. Gdak brings the second motion for an order that the Receiver be authorized to pay her counsel the sum of \$30,000 as a retainer when any one of the five real properties owned by her or Jaimak Real Properties Inc., which are included in the receivership assets, is sold and the Receiver is in possession of sale proceeds.

There is no opposition to this order. A similar order was made by Justice McEwen on October 22, 2020, when the Receiver was appointed, with respect to the respondent Mark Gdak. At the time of Justice McEwen's order, Ms. Gdak had not yet retained counsel. Mr. Gdak and Ms. Gdak are subject to a Mareva injunction.

Order to go in the form attached hereto and signed by me. The Order is effective as of today's date and it does not need to be entered.



Dietrich J.
Superior Court of Justice (Toronto)
December 1, 2020

Appendix 7

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

SECOND REPORT OF THE RECEIVER

February 12, 2021



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

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INTRODUCTION

1. Grant Thornton Limited (“**GTL**”) was appointed as Interim Receiver (the “**Interim Receiver**”) of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”) by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 13, 2020 (the “**Interim Receivership Order**”). Copies of the Interim Receivership Order and the Endorsement of the Honourable Madam Justice Gilmore are attached hereto as **Appendix “1”**.
2. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the Interim Receiver, are contained in the affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson, each sworn October 9, 2020 (the “**Clearflow Affidavits**”) in support of Clearflow Commercial Finance Corp.’s (“**Clearflow**”) application for the appointment of the Interim Receiver. A copy of the Clearflow Affidavits without appendices are attached hereto as **Appendix “2”**. Clearflow is the primary secured creditor of the Debtors.
3. The Interim Receiver filed its first report to Court dated October 21, 2020 (the “**Interim Receiver’s Report**”) in support of Clearflow’s application to convert the Interim Receivership Order, to a national receiver, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). A copy of the Interim Receiver’s Report is attached hereto as **Appendix “3”** without appendices.
4. Pursuant to an order of the Honourable Mr. Justice McEwen dated October 22, 2020, GTL was appointed as the Receiver (the “**Receiver**”) over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak (“**J. Gdak**”), pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “4”**.
5. The Receiver filed its first report to Court dated November 20, 2020 (the “**First Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 43 Baker Road, Port Elgin, Ontario.

A copy of the Receiver's First Report is attached hereto as **Appendix "5"** without appendices.

6. On December 1, 2020, the Court issued an order providing, amongst other things, the relief requested by the Receiver in the First Report (the "**Baker Road Approval and Vesting Order**"). A copy of the Baker Road Approval and Vesting Order along with the Endorsement of Justice Dietrich is attached hereto as **Appendix "6"**.
7. In accordance with the Court's e-service protocol all materials filed with the Court in this matter are available on the Receiver's case website at www.GrantThornton.ca/TWI .

DISCLAIMER

8. In preparing this report, the Receiver has reviewed certain unaudited financial information and certain financial information related to the Debtors. While the Receiver has performed a preliminary review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards ("**GAAS**") or International Financial Reporting Standards ("**IFRS**"). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.
9. This report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to approve the relief sought by the Receiver. Accordingly, the reader is cautioned that this report may not be appropriate for any other purpose.
10. All references to dollar amounts in this report are in Canadian currency, unless otherwise noted.

PURPOSE OF THE SECOND REPORT

11. The purpose of this second report of the Receiver to Court (the "**Second Report**") is to advise the Court on the Receiver's activities since its appointment

and to provide information to the Court pertaining to the Receiver's request for Orders:

- a) approving the Second Report and the activities of the Receiver described therein;
- b) approving the Inventory Transaction (as defined herein) in connection with the sale of the Inventory and authorizing and directing the Receiver to complete the Inventory Transaction (as defined herein);
- c) vesting in the Inventory Purchaser (as defined herein), all of the Debtors' right, title and interest in and to the Inventory free and clear of all encumbrances;
- d) approving the Sea Ray Transaction (as defined herein) and authorizing and directing the Receiver to complete the Sea Ray Transaction (as defined herein);
- e) vesting in the Sea Ray Purchaser (as defined herein), all of the Debtors', Mark Gdak's or Jaimee Gdak's right, title and interest in and to the Sea Ray (as defined herein) free and clear of all encumbrances;
- f) declaring the Personal Property Assets (as defined herein) to be property of Trigger free and clear of any interests or claims of the other Respondents, and declaring the Personal Property Assets to be included as Property (as defined in the Receivership Order);
- g) directing the Respondents, as applicable, to execute and deliver such documentation as is necessary or desirable to evidence the fact that Trigger is the sole legal and beneficial owner of the Personal Property Assets;
- h) requiring any of the Respondents who may be in possession of the Personal Property Assets to deliver up the Personal Property Assets to the Receiver;
- i) declaring that the use of the Trigger funds to purchase the Personal Property Assets is a transfer at undervalue within the meaning of the BIA is void as against the Receiver;
- j) in the event that the Personal Property Assets have been disposed of, ordering the Respondents, as applicable, to pay to the Receiver the difference between the value of the consideration received by Trigger and the value of the consideration given by Trigger in the use of the Trigger funds to purchase the Personal Property Assets;

- k) declaring that the Respondents, as applicable, hold the Personal Property Assets as constructive trustee for the benefit of the creditors of Trigger;
- l) declaring the following real property to be property of Trigger free and clear of any interests or claims of the other Respondents;
 - a. 52 Baker Road, Waterloo, Ontario (“**Baker Road**”);
 - b. 652 Colby Drive, Waterloo, Ontario (“**Colby Drive**”);
 - c. 265 Old Post Road, Waterloo, Ontario (the “**Old Post Road**”); and
 - d. 157 Saugeen Beach Rd., Port Elgin, Ontario (the “**Saugeen Beach Road**”)

(Baker Road, Colby Drive, Old Post Road and Saugeen Beach Road are hereinafter referred to as the “**Trigger Real Property**”);
- m) directing the Respondents, as applicable, to execute and deliver such documentation as is necessary or desirable to evidence the fact that Trigger is the sole legal and beneficial owner of the Trigger Real Property;
- n) declaring that the use of the Trigger funds to purchase the Trigger Real Property is a transfer at undervalue within the meaning of the BIA and is void as against the Receiver;
- o) declaring that the Respondents, as applicable, hold the Trigger Real Property as constructive trustee for the benefit of the creditors of Trigger;
- p) authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable to market for sale the Trigger Real Property;
- q) authorizing and directing the Receiver to conduct the marketing and sale of the Trigger Real Property free and clear of any prior agreements to purchase any of the Trigger Real Property or any prior license or rental agreements in respect of the Trigger Real Property;
- r) authorizing and directing the Receiver to conduct the marketing and sale of Lions Court free and clear of any prior agreements to purchase Lions Court or any prior license or rental agreements in respect of the Lions Court;
- s) authorizing and directing the Receiver to conduct the marketing and sale of the Personal Property Assets in accordance with the provisions of the Receivership Order;
- t) approving the Receiver’s Statement of Receipts and Disbursements as at February 11, 2021 (the “**SRD**”);

- u) approving the fees and disbursements of the Receiver for the period from November 1, 2020 to January 31, 2021, as set out in the affidavit of Jacob Wiebe, sworn February 12, 2021;
- v) approving the fees and disbursements of Borden Ladner Gervais LLP (“**BLG**”), legal counsel to the Receiver, for the period from November 1, 2020 to January 31, 2021, as set out in the Affidavit of Christine Mason, sworn February 4, 2021; and
- w) sealing the Confidential Appendices to the Second Report until further Order of the Court.

BACKGROUND

12. The Debtors are incorporated in Ontario and were in the business of importing and distributing firearms, particularly shotguns, and associated ammunition to customers throughout Canada. The Debtors’ customers allegedly included Canadian Tire and Home Hardware, as well as many small gun shops, outdoor stores, the military and police forces. The registered address for the Debtors is 588 Colby Drive, Suite #1, Waterloo, Ontario (the “**Premises**”). The directors of Trigger are Mark Gdak (“**Mr. Gdak**”), Jaimee Lynn Gdak (“**Mrs. Gdak**”) and Brian Richard Kelly (“**Brian Kelly**”). Brian Kelly also acted as the Debtors’ legal counsel. Brian Kelly resigned as director of the Trigger shortly after the Interim Receiver was appointed.
13. Clearflow provided accounts receivable (“**AR**”) factoring services to Trigger. Trigger provided Clearflow with a listing of AR that qualified for factoring and Clearflow would transfer funding to a bank account at Bank of Montreal (“**BMO**”) (the “**Clearflow Funding Account**”). Trigger would then transfer the funding to its operating account at BMO (the “**Trigger Operating Account**”). When customers paid their account, the amount was deposited to a blocked account from which Clearflow would sweep funds in repayment of its advances to Trigger (the “**Trigger Blocked Account**”). Trigger would provide Clearflow with a list of receivables that were collected such that Clearflow could maintain a record of outstanding AR that remained eligible for factoring.

Fictitious Accounts Receivable

14. As noted above, Clearflow factored Trigger's AR and advises the Receiver that it had factored Trigger AR totalling \$64,074,258 (the "**Factored AR**"), as at the date the Interim Receiver was appointed.
15. Mr. Gdak provided the Interim Receiver with an alternative AR listing totalling \$1,411,812 of which \$467,738 represents inventory held at customers on consignment. The actual amount owing from customers according to Mr. Gdak is therefore \$944,073. This AR was not included in the Factored AR. Mr. Gdak advised that all the Factored AR was fictitious, as the inventory detailed on these invoices had never been shipped to customers.
16. Trigger reported significant sales to Canadian Tire and Home Hardware. When Clearflow requested to Mr. Gdak that it be permitted to communicate directly with these customers to verify sales and outstanding AR, Mr. Gdak created fictitious email accounts for Canadian Tire and Home Hardware employees as follows:
 - matt.mcguire@cdntops.com;
 - c.shulist@hhdist.ca; and
 - r.egan@hhdist.ca.
17. The Interim Receiver located two laptop computers in Mr. Gdak and Mrs. Gdak's shared office that were logged into the email accounts for r.egan@hhdist.ca and matt.mcguire@cdntops.com. It would appear that Mr. Gdak and/or Mrs. Gdak were using these computers and email accounts to impersonate Canadian Tire and Home Hardware employees in order to respond to Clearflow inquiries and avoid detection of the fictitious activity.
18. In order to demonstrate that the fictitious AR was being collected, Trigger would write cheques from the Trigger Operating account in the amounts of fictitious AR invoices and would deposit those cheques into the Trigger Blocked Account.
19. In August 2020 Clearflow required that Trigger provide copies of customer cheques that were being deposited to the Blocked Account. Trigger thereafter printed fictitious blank cheque stock for Bank of Nova Scotia, Royal Bank of Canada and Canadian Imperial Bank of Commerce, on which fictitious customer payment details were printed. Copies of these cheques were then provided to Clearflow to correspond with the cheques drawn on the Trigger Operating Account that were being deposited to the Trigger Blocked Account.

Chief Firearms Office

20. In the Interim Receiver's Report the Interim Receiver advised that its discussions with the Chief Firearms Office ("**CFO**") revealed that Trigger had altered a letter from the CFO in respect of its inventory audit in December 2019 and that Trigger had created an entirely fictitious letter from the CFO in respect of a 2020 audit that never occurred.

Trigger Operations Summary

21. Mr. Gdak created an elaborate system to mislead Clearflow into believing that the Trigger business was much larger than it actually was in order to obtain financing far in excess of what would have been available based on Trigger's actual sales.

ACTIVIES OF THE RECEIVER

The BMO Overdraft

22. Trigger's banking facilities were with BMO. Beginning on July 31, 2020 Trigger began running an overdraft in the Trigger Operating Account such that by August 19, 2020 the overdraft had reached \$3,500,260.53 (the "**Overdraft**").
23. BMO does not have security over the assets, properties and undertaking of Trigger, nor does it have a registration against Trigger under the *Personal Property Security Act* (the "**PPSA**"). A copy of the Enquiry Response Certificate with a file currency of November 2, 2020, with respect to registrations made against Trigger under the PPSA is attached hereto as **Appendix "7"**.
24. In light of the foregoing, the Receiver made an enquiry with BMO as to the nature of any security held which would support an overdraft of this magnitude. BMO advised that it held no security and that the Overdraft was unauthorized. BMO further advised that it had requested that the Overdraft be repaid immediately, but did not take action against Trigger since Mr. Gdak provided copies of email correspondence between Trigger and Clearflow indicating that funding was imminently being provided by Clearflow. BMO provided this correspondence to the Receiver.
25. The Receiver reviewed this correspondence with Clearflow, who advised that the email communications were from email accounts that were similar to actual

Clearflow accounts, but were in fact fictitious. The email correspondence was from SandyK@clearflowfinanceinc.com. The real email address of the Clearflow employee being impersonated is SandyK@clearflowfinance.com. Additionally, the contact phone number provided to BMO was 647-284-2622. Clearflow has advised that this phone number is incorrect. The Receiver called this number and it is no longer in service. Copies of this email correspondence is attached hereto as **Appendix “8”**.

26. It appears that the fictitious email accounts were created to convince BMO that Clearflow was providing funding to clear the Overdraft. The correspondence provided to BMO seems to have provided comfort to BMO that the overdraft was a result of a funding delay from Clearflow.
27. Trigger advised Clearflow that this funding was needed to complete the prepayment of inventory. Clearflow advises that it was unaware that Trigger was in overdraft with BMO.
28. Clearflow provided funding in the amount of \$4,068,155 on August 20, 2020, which funds were deployed to clear the Overdraft with BMO. By August 24, 2020, Trigger was again in overdraft with BMO by \$3,319,383.93 (the “**Second Overdraft**”), after which Clearflow provided additional funding of \$4,000,000 between August 24 and 25, 2020, which funds were deployed to clear the Second Overdraft with BMO.

THE PERSONAL PROPERTY ASSETS

29. Since being appointed, the Receiver has undertaken a review of Trigger’s bank accounts, having regard to the allegations set out in the Clearflow Affidavits. The Receiver’s review of various transactions from Trigger’s bank account has uncovered payments to purchase numerous personal property assets. The Receiver was able to contact the various sellers of each of these assets and has learned that each asset was sold to and/or registered in the name of Mr. Gdak or Mrs. Gdak. The following is a listing of these assets:
 - a) 2018 Sea Ray SLX400 (the “**Sea Ray**”);
 - b) 2018 Scarab 255 Impulse boat with 2018 Karavan 255 trailer (the “**Scarab**”);
 - c) Two 2018 Can Am Outlander 850 XMR all terrain vehicles (the “**ATVs**”);

- d) Two 2018 Sea Doo GTI SE155 personal watercraft with 2018 Sea Doo Move II trailer (the “**Sea Doos**”);
- e) 2019 CTC 7X9 Black and Red Trailer (the “**Trailer**”);
- f) 2017 Land Rover Range Rover Sport (the “**Range Rover**”); and
- g) Rolex Diamond Dial Watch, Rolex Datejust Diamond Watch, Breitling Watch, Omega Watch, and a ladies 18 Karat Paladium Diamond Necklace (collectively, the “**Jewelry**”);

(all collectively herein referred to as the “**Personal Property Assets**”).

30. The Receiver conducted an examination of Mrs. Gdak on November 16, 2020, in accordance with paragraph 8 of the Receivership Order, at which time counsel for the Receiver questioned Mrs. Gdak about, *inter alia*, the purchase of certain of the Personal Property Assets (the “**Examination**”). A copy of the transcript of the Examination (the “**Examination Transcript**”) is attached hereto at **Appendix “9”**. A number of undertakings were provided at the Examination. On February 5, 2021, Benjamin Blay, a partner with Cohen Highley LLP, counsel to Mrs. Gdak, sent an email to Borden Ladner Gervais LLP (“**BLG**”), counsel to the Receiver, attaching a letter and various documents, providing various answers to the undertakings. A copy of Mr. Blay’s correspondence of February 5, 2021, together with the documents provided, is attached hereto as **Appendix “10”**.

The Sea Ray

31. On or about November 10, 2020 the Receiver learned that Mr. Gdak or Mrs. Gdak owned the Sea Ray, which was stored at Pride Marine Group Limited (“**Pride Marine**”) in Orillia, Ontario and that Mr. Gdak may have been attempting to sell the Sea Ray. The Receiver therefore contacted Pride Marine and advised them of the Mareva provisions included in both the Interim Receivership Order and the Receivership Order and advised that the Sea Ray was not to be sold without Court authorization.
32. Pride Marine confirmed that they were in possession of the Sea Ray, that there were interested purchasers, and that Mr. Gdak was in the process of negotiating the sale of the Sea Ray. Pride Marine however advised that they would not complete a sale without the Receiver’s authorization.

33. On January 8, 2021, Pride Marine contacted the Receiver and advised that Mr. Gdak had advised that his legal issues were about to be resolved and that he wished to complete the sale of the Sea Ray. The Receiver advised that this was not accurate and that the Sea Ray could still not be sold.
34. During the Examination, Mrs. Gdak advised that the Sea Ray was registered in her name (question 237 of the Examination Transcript) and had been purchased using funds from her and Mr. Gdak's personal bank account and investments (see questions 236 and 247 of the Examination Transcript).
35. The Receiver asked Pride Marine to provide a copy of the original bill of sale for when the Sea Ray was purchased (the "**Sea Ray Marine Purchase Contract**") which confirms that, contrary to the statement made by Mrs. Gdak during the Examination, the purchaser was Mr. Gdak. The Sea Ray Marine Purchase Contract was also provided by Mr. Blay, as an attachment to his correspondence to BLG of February 5, 2021, as noted above. Pride Marine also provided the Sea Ray registration showing the Sea Ray is registered to Mr. Gdak (the "**Sea Ray Registration**"). The payment schedule provided by Pride Marine (the "**Sea Ray Payment Schedule**") details that the purchase price of \$797,094.75 was paid as follows:
 - a) January 26, 2019 - \$5,000.00 (AMEX);
 - b) March 26, 2019 – 250,000.00 (transfer);
 - c) March 28, 2019 – 250,000.00 (transfer); and
 - d) March 29, 2019 – 292,094.75 (transfer).
36. The Receiver reviewed the Trigger Operating Account details and noted that transfers were made in these exact amounts on March 26, 28 and 29, 2019 to a bank account which Pride Marine has confirmed is their account number.
37. Just prior to each payment to Pride Marine, there is a transfer from the Clearflow Funding Account. The Receiver has reviewed the Clearflow Funding Account details and notes that funds were advanced from Clearflow just prior to the transfers being made from the Clearflow Funding Account to the Trigger Operating Account.
38. The flow of funds was therefore as follows:
 - a) Clearflow to Clearflow Funding Account;
 - b) Clearflow Funding Account to Trigger Operating Account; and
 - c) Trigger Operating Account to Pride Marine.

39. Copies of the Sea Ray Marine Purchase Contract, the Sea Ray Registration, the Sea Ray Payment Schedule, the Trigger Operating Account details and the Clearflow Funding Account details are attached hereto together as **Appendix “11”**.
40. While Mrs. Gdak advised during the Examination that the Sea Ray was purchased with funds from Mr. Gdak and Mrs. Gdak’s personal bank account or investments, it is clear that payment for the Sea Ray came from Trigger’s bank account, using funds obtained from Clearflow.

Sale of the Sea Ray

41. On February 8, 2021, Mr. Justice Hainey issued a consent Endorsement (the **“Sea Ray Endorsement”**) authorizing the Receiver to market the Sea Ray for sale and enter into any agreements for a sale of the Sea Ray, but that any sale of the Sea Ray would be subject to Court approval. A copy of the Sea Ray Endorsement is attached hereto as **Appendix “12”**.
42. Pride Marine advises that Mr. Gdak signed a listing agreement for the Sea Ray on October 23, 2020 (the **“Sea Ray Listing Agreement”**). Pride Marine also advises that it has been approached by four different purchasers for the Sea Ray and has identified Scott R. Boldt as the purchaser with the highest offer (the **“Sea Ray Purchaser”**).
43. In accordance with the Sea Ray Endorsement, the Receiver has negotiated a proposed transaction and a form of agreement of purchase and sale with the Sea Ray Purchaser, for a price that appears reasonable to both Pride Marine and the Receiver (the **“Sea Ray APS”**). The Sea Ray APS is subject to Court approval. A copy of the Sea Ray APS, along with a schedule detailing the original purchase price, the listing price and all offers received by Pride Marine are provided in **Confidential Appendix “1”**. A copy of the Sea Ray APS which has been redacted to remove certain sensitive information is attached as **Appendix “13”**.
44. If the Court authorizes the Receiver to complete the sale of the Sea Ray, the Receiver proposes to complete the sale to the Sea Ray Purchaser in accordance with the Sea Ray APS (the **“Sea Ray Transaction”**).
45. Pride Marine has exposed the Sea Ray to the market and the proposed purchase price is reasonable given the original purchase price of the Sea Ray and the other offers obtained by Pride Marine.

46. Given the foregoing, the Receiver respectfully requests that this Court issue an order authorizing and directing the Receiver to complete the Sea Ray Transaction and vesting the Debtors', Mrs. Gdak's and Mr. Gdak's right, title and interest in and to the Sea Ray in the Sea Ray Purchaser, free and clear of all claims and encumbrances.
47. Upon completion of the sale, the Receiver intends to pay to Pride Marine the 10% selling commission, as specified in the Sea Ray Listing Agreement.

The Scarab

48. The Receiver became aware of the Scarab which is located in the garage of the property located at Saugeen Beach Road (as defined below).
49. In the Examination, Mrs. Gdak advised that the Scarab had been purchased from Team Vincent in 2017 and that the Scarab may be registered in her name. She also advised that the Scarab was purchased using funds from her and Mr. Gdak's personal bank account (see questions 256 to 262 of the Examination Transcript).
50. The Receiver located a bank draft payable to Team Vincent in the amount of \$95,264.00 dated August 2, 2018 (the "**Scarab Bank Draft**") paid from the Trigger Operating Account.
51. Immediately prior to this payment, \$300,000 was transferred from the Clearflow Funding Account to the Trigger Operating Account, and immediately prior to this transfer, Clearflow transferred \$276,262.14 to the Clearflow Funding Account.
52. The Receiver contacted Team Vincent and obtained a copy of the invoice for the Scarab, which is dated July 31, 2018 and shows Mr. Gdak as the purchaser (the "**Scarab Invoice**").
53. Copies of the Scarab Invoice, the Scarab Bank Draft, along with the transfer details from the Trigger Operating Account and the Clearflow Funding Account are attached hereto as **Appendix "14"**.
54. While Mrs. Gdak advised during the Examination that the Scarab was purchased with funds from Mr. Gdak and Mrs. Gdak's personal bank account, it is clear that payment for the Scarab came from Trigger's bank account using funds obtained from Clearflow.

The ATVs

55. The Receiver became aware of the ATVs which were located in the garage of Saugeen Beach Road.
56. The Receiver located a cheque payable to Team Vincent in the amount of \$32,336.07 dated October 26, 2018 (the “**ATVs Cheque**”) which cleared Trigger’s Operating Account on October 30, 2018.
57. Immediately prior to this payment, Clearflow transferred \$161,063.87 to the Clearflow Funding Account, from which \$175,396.25 was transferred to the Trigger Operating Account. Without this funding from Clearflow, there would have been insufficient funds in the Trigger Operating Account for the ATV Cheque to clear.
58. The Receiver contacted Team Vincent and obtained a copy of the invoice for the ATVs which is dated October 22, 2018 and shows Mr. Gdak as the purchaser (the “**ATVs Invoice**”).
59. Copies of the ATVs Invoice, ATVs Cheque along with the transfer details from the Trigger Operating Account and the Clearflow Funding Account are attached hereto as **Appendix “15”**.
60. It is clear that payment for the ATVs came from Trigger’s bank account using funds obtained from Clearflow.

The Sea Doos

61. During the Receiver’s discussions with Team Vincent, the Receiver became aware that Mr. Gdak had also purchased the Sea Doos. The Receiver does not know the current location of the Sea Doos. Team Vincent provided the Receiver with a copy of the invoice for the Sea Doos, which is dated May 2, 2018 in the amount of \$34,897.77 and shows Mr. Gdak as the purchaser (the “**Sea Doos Invoice**”).
62. During the Examination, Mrs. Gdak advised that other than the Sea Ray, the Scarab, the Range Rover and the ATVs, she and Mr. Gdak did not own any other vehicles (see paragraphs 280 and 281 of the Examination Transcript).
63. The Receiver reviewed Trigger’s bank account transactions and located a bank draft payable to Team Vincent in the amount of \$33,897.77 dated May 16, 2018 (the “**Sea Doos Bank Draft**”) paid directly from the Clearflow Funding Account.

The amount of the Sea Doo Bank Draft is \$1,000.00 less than the amount of the Sea Doo Invoices, which likely represents a deposit.

64. Copies of the Sea Doos Invoice, Sea Doos Bank Draft along with the bank account details for the Clearflow Funding Account are attached hereto as **Appendix “16”**.
65. It is clear that payment for the Sea Doos came from Trigger’s bank account using funds obtained from Clearflow.

The Trailer

66. Upon taking possession of the Premises, the Receiver noticed the Trailer in the parking lot. The Receiver asked Mr. Gdak if the Trailer was an asset of Trigger, to which Mr. Gdak replied that it was. The Receiver therefore took possession of the Trailer and made arrangements for its sale through a liquidator.
67. The liquidator subsequently learned that the Trailer was in fact registered to Mr. Gdak. Therefore, the Receiver made arrangements for Mr. Gdak to retrieve the Trailer.
68. The Receiver’s subsequent review of Trigger’s bank account transactions located two transfers to Troy’s Toys in the amounts of \$2,500.00 and \$9,413.59 on December 17, 2018 and January 28, 2019, respectively, from the Clearflow Funding Account totalling \$11,913.59 (the **“Trailer Payments”**).
69. The Receiver obtained a Used Vehicle Information Package from Service Ontario which states that the Trailer was registered to Mr. Gdak on January 25, 2019 (the **“UVIP”**).
70. The Receiver conducted an internet search on Troy’s Toys and located the website for this trailer dealer. The accounting department at Troy’s Toys provided the Receiver with a copy of the invoice for the Trailer dated January 26, 2019 in the amount of \$11,913.59 (the **“Trailer Invoice”**) and confirmed that payment was received as detailed above.
71. Copies of the Trailer Invoice, the UVIP and the Trailer Payments are attached hereto as **Appendix “17”**.
72. It is clear that payment for the Trailer came from Trigger’s bank account using funds obtained from Clearflow.

The Range Rover

73. The Receiver was aware that Mrs. Gdak drives the Range Rover.
74. During the Receiver's review of Trigger's bank account transactions, the Receiver located a bank draft payable to Landrover Waterloo in the amount of \$127,000.00 dated November 22, 2017 (the "**Range Rover Bank Draft**") paid directly from the Clearflow Funding Account.
75. The Receiver contacted Landrover Waterloo and obtained a copy of the invoice for the Range Rover which is dated November 21, 2017 and is in the amount of \$127,000.00 and shows Trigger as the purchaser (the "**Range Rover Invoice**").
76. The Receiver conducted a registration search with the Ontario Ministry of Transportation, which revealed that despite the Range Rover being purchased by Trigger and paid for by Trigger, the Range Rover is registered to Mrs. Gdak (the "**Range Rover Registration**").
77. Copies of the Range Rover Bank Draft, the Range Rover Invoice along with the bank account details for the Clearflow Funding Account are attached hereto as **Appendix "18"**.
78. It is clear that payment for the Range Rover came from Trigger's bank account using funds obtained from Clearflow.

The Jewelry

79. During the Receiver's review of Trigger's bank account transactions the Receiver located the following bank drafts payable to Raffi Jewelers:
 - a) \$54,240.00 dated December 27, 2017;
 - b) \$32,770.00 dated January 1, 2018;
 - c) \$7,684.00 dated January 9, 2018;
 - d) \$18,645.00 dated February 2, 2018; and
 - e) \$25,850.00 dated November 1, 2018(collectively, the "**Jewelry Bank Drafts**"). The Jewelry Bank Drafts identified in items a) through d) above were all drawn on the Clearflow Funding Account. The bank draft identified in item e) above was drawn on the Trigger Operating Account.
80. The Receiver contacted Raffi Jewelers and obtained copies of the invoices (the "**Jewelry Invoices**") for the Jewelry related to each of the Jewelry Bank Drafts.

Each of the Jewelry Invoices disclose Mr. Gdak and Mrs. Gdak as the purchasers.

81. The significant items detailed on each of the Jewelry Invoices, respectively, are described as:
- a) Rolex Watch Diamond Dial Watch - \$54,240.00;
 - b) Breitling Watch - \$32,770.00;
 - c) Omega Watch - \$7,684.00;
 - d) Ladies 18 Karat Paladium Diamond Necklace - \$18,645.00; and
 - e) Rolex Datejust Diamount Dial Watch - \$25,850.00.
82. The Receiver has asked counsel for Mr. and Mrs. Gdak to confirm that Mr. and Mrs. Gdak remain in possession of the Jewelry and are aware the Jewelry may not be sold due to the Mareva provisions in the Receivership Order. Counsel has replied acknowledging the Mareva provisions but has not confirmed that Mr. and Mrs. Gdak remain in possession of the jewelry. A copy of the BLG email dated January 31, 2021 and the response from counsel to Mr. Gdak on February 1, 2021 is attached hereto as **Appendix “19”**.
83. Copies of the Jewelry Bank Drafts, the Jewelry Invoices along with the bank account details for the Clearflow Funding Account are attached hereto as **Appendix “20”**.
84. It is clear that payment for the Jewelry came from Trigger’s bank account using funds obtained from Clearflow.

Personal Property Assets Conclusion

85. The Receiver’s investigation into the purchase of the Personal Property Assets revealed that while the registered owner of the Personal Property Assets is either Mr. Gdak or Mrs. Gdak, all of the funds used to purchase the Personal Property Assets came from the Trigger bank accounts using funds advanced by Clearflow.
86. The Receiver requests that the Court declare that the Personal Property Assets are property of Trigger free and clear of any interests or claims of the other Respondents; are Transfers at Undervalue in accordance with the BIA and void as against the Receiver; or alternatively, are held by Mr. Gdak and Mrs. Gdak, as applicable, in a constructive trust for the sole benefit of Trigger.

87. The Receiver requests that the Court authorize the Receiver to sell the Personal Property Assets (subject to the provisions of the Appointment Order), free of any claims by Mr. Gdak and Mrs. Gdak and declare that the proceeds from the sale of the Personal Property Assets are the property of Trigger.

THE REAL PROPERTY ASSETS

88. The Receivership Order appointed GTL as Receiver over the Property, as defined in the Receivership Order. Property was defined to include the following real property, owned by Mrs. Gdak or Jaimak, as noted on Schedule A to the Receivership Order:
- a) 250 Lions Court, Waterloo, Ontario (“**Lions Court**”);
 - b) Baker Road, located at 52 Baker Road, Waterloo, Ontario;
 - c) Colby Drive, located at 652 Colby Drive, Waterloo, Ontario;
 - d) Old Post Road, located at 265 Old Post Road, Waterloo, Ontario; and
 - e) Saugeen Beach Road, located at 157 Saugeen Beach Rd., Port Elgin, Ontario
- (collectively, referred to as the “**Real Property Assets**”).
89. The Receivership Order also authorized the Receiver to sell the Property (as defined in the Receivership Order), subject to certain sale limits, as provided for in the Receivership Order.

Baker Road

90. Baker Road was registered in the name of Mrs. Gdak and was subject to a sale agreement when the Receiver was appointed, as detailed in the First Report.
91. The Receiver completed the sale of Baker Road, as directed by the Baker Road Approval and Vesting Order. The sale was completed on December 14, 2020, with adjusted sale proceeds of \$580,141.18 being paid to the Receiver. A copy of the Statement of Adjustments is attached hereto as **Appendix “21”**.
92. During the Examination, Mrs. Gdak stated that she assumes that the funds used to purchase Baker Road came from her and Mr. Gdak’s investments.
93. The Receiver’s review of Trigger’s banking records revealed that Clearflow advanced \$508,020.89 to the Clearflow Funding Account on October 31, 2019. On November 1, 2019 Trigger transferred \$700,000 from the Clearflow Funding

Account to the Trigger Operating Account, from which it issued a bank draft payable to Kelly & Co. dated November 1, 2019 in the amount of \$448,750.00 (the “**Baker Road Bank Draft**”). Without the transfer from the Clearflow Funding Account there would not have been sufficient funds in the Trigger Operating Account to draw the Baker Road Bank Draft.

94. Brian Kelly of Kelly & Co (“**Kelly & Co.**”) appears to have acted for Mrs. Gdak and registered the transfer. The Receiver requested that Kelly & Co. provide its trust ledger (the “**Baker Road Trust Ledger**”) showing the receipt and disposition of the funds received from Trigger. Kelly & Co. has provided a copy of the Baker Road Trust Ledger showing that the funds advanced by Trigger were used to complete the purchase of Baker Road.
95. Copies of the Baker Road Bank Draft, the Baker Road Trust Ledger as well as the Clearflow Funding Account and the Trigger Operating Account statements showing the flow of funds are attached hereto as **Appendix “22”**.
96. Contrary to Mrs. Gdak’s assumption that the funds used to purchase Baker Road came from her and Mr. Gdak’s investments, it is clear that Trigger funds were used to purchase Baker Road, using funding obtained from Clearflow.

Lions Court

97. Lions Court is the matrimonial home of Mr. Gdak and Mrs. Gdak. The Receiver obtained a copy of the Parcel Register from the Ontario Land Registry Office (the “**Parcel Register**”) on February 10, 2021, which confirms that Mr. Gdak and Mrs. Gdak acquired Lions Court on December 16, 2005. A copy of the Parcel Register is attached hereto as **Appendix “23”**.
98. The Parcel Register discloses that Lions Court was the subject of a transfer from Mr. Gdak to Mrs. Gdak on July 2, 2019, for natural love and affection. A copy of the Transfer dated July 2, 2019 is attached hereto as **Appendix “24”**.
99. The Receiver’s review of Trigger’s banking records revealed that Clearflow advanced \$578,369.25 to the Clearflow Funding Account on March 21, 2018. On the same day Trigger obtained a bank draft payable to Kelly & Co. in the amount of \$136,320.00 (the “**Lions Court Bank Draft**”). Without funding from Clearflow, there would not have been sufficient funds the Clearflow Funding Account to draw the Lions Court Bank Draft.

100. The Receiver requested that Kelly & Co. provide its trust ledger (the “**Lions Court Trust Ledger**”) showing the receipt and disposition of the funds received from Trigger. Kelly & Co. has provided a copy of the Lions Court Trust Ledger showing that the funds advanced by Trigger were used to repay a mortgage on Lions Court held by Pedro Cuesta (the “**Cuesta Mortgage**”). Kelly & Co. provided the Receiver with a copy of the mortgage discharge statement in respect of the Cuesta Mortgage (the “**Cuesta Mortgage Discharge Statement**”).
101. Copies of the Lions Court Bank Draft, the Cuesta Mortgage Discharge Statement as well as the Clearflow Funding Account statement showing the flow of funds are attached hereto as **Appendix “25”**. The Receiver continues to investigate this matter and the activities preceding the Receiver’s appointment with respect to Lions Court.

Sale of Lions Court

102. The Receiver obtained an appraisal on Lions Court from a local realtor (the “**Lions Court Appraisal**”), as well as an email from BMO advising of the current mortgage balance (the “**Lions Court Mortgage Statement**”). There appears to be significant equity in Lions Court. A calculation of the equity, along with the Lions Court Appraisal and Lions Court Mortgage Statement, are attached hereto in **Confidential Appendix “2”**.
103. The Receiver was previously advised that Clearflow, Mr. Gdak and Mrs. Gdak are in settlement discussions. As a result, an agreement was reached whereby the following was agreed to, to facilitate the settlement discussions:
- “Counsel for ClearFlow, each of the Respondents in these proceedings and the Receiver agree that no steps will be taken in connection with the marketing or sale of the matrimonial home at 250 Lions Court, Waterloo, Ontario until the earlier of the discontinuation of settlement discussions or March 17, 2021.”
- (the “**Lions Court Agreement**”).
104. The Receiver has not been advised that settlement discussions have been discontinued, therefore the Receiver has not taken any steps in connection with the marketing and sale of Lions Court.
105. The Receivership Order authorizes the Receiver to market the Property for sale, which includes Lions Court. The Receiver therefore requests that the Court

authorize the Receiver to list Lions Court for sale, subsequent to March 17, 2021, in accordance with Lions Court Agreement.

106. The Receiver has received notice of a lien registration against Lions Court. The Receiver continues to investigate the validity of this lien and will report thereon in a subsequent report to the Court.

Colby Drive

107. The Receiver obtained a copy of the Transfer for Colby Drive from the Ontario Land Registry Office, which confirms that Colby Drive was transferred to Jaimak on June 30, 2020 and that the reported transaction price was \$2,695,000 (the “**Colby Drive Transfer**”).
108. The Receiver obtained a Corporate Profile Report for Jaimak, which discloses that Mrs. Gdak is the sole officer and director of Jaimak (the “**Jaimak Corporate Profile**”). A copy of the Jaimak Corporate Profile is attached hereto as **Appendix “26”**.
109. During the Examination, Mrs. Gdak stated that she believes that Jaimak obtained a loan from Trigger to purchase Colby Drive (the “**Jaimak Loan**”), however Mr. Gdak was responsible for all the paperwork related to the purchase. Mrs. Gdak undertook to make best efforts to obtain the documentation related to the Jaimak Loan (see questions 160 to 164 of the Examination Transcript).
110. As noted above, on February 5, 2021, counsel for Mrs. Gdak provided the Receiver with responses to the undertakings (see Appendix “10”) from the Examination, which included:
 - a) an undated loan agreement between Trigger and Jaimak for \$3,000,000; and
 - b) a lease agreement between Trigger and Jaimak effective July 2, 2020.
111. The Receiver has reviewed Trigger’s electronic accounting records and has found no evidence of the Jaimak Loan.
112. The Receiver’s investigation into the purchase of Colby Drive revealed that Clearflow advanced \$5,850,000 to the Clearflow Funding Account on June 30, 2020. On the same day, Trigger transferred \$5,750,000 from the Clearflow Funding Account to the Trigger Operating Account from which it issued a bank draft payable to Kelly & Co. dated June 30, 2020 in the amount of \$2,620,000

(the “**Colby Drive Bank Draft**”). Without the advance from Clearflow, there would have been insufficient funds in Trigger's bank accounts to fund the purchase of Colby Drive.

113. Brian Kelly of Kelly & Co appears to have acted for Jaimak and registered the transfer. As noted above, the Receiver requested that Kelly & Co. provide its trust ledger (the “**Colby Drive Trust Ledger**”) showing the receipt and disposition of the funds received from Trigger. Kelly & Co. has provided a copy of the Colby Drive Trust Ledger showing that the funds advanced by Trigger were used to complete the purchase of Colby Drive.
114. Copies of the Colby Drive Bank Draft, the Colby Drive Trust Ledger, as well as the Clearflow Funding Account and the Trigger Operating Account statements showing the flow of funds are attached hereto as **Appendix “27”**.
115. It is clear that Trigger funds were used to purchase Colby Drive, using funding obtained from Clearflow.
116. The Receiver has received notice of a lien registration against Colby Drive. The Receiver continues to investigate the validity of this lien and will report thereon in a subsequent report to the Court.

Sale of Colby Drive

117. The Receiver has obtained an appraisal of Colby Drive (the “**Colby Drive Appraisal**”).
118. The Receiver also obtained listing proposals from four reputable commercial realtors. Three of the realtors provided suggested listing prices based on comparable sales, however one realtor provided the highest suggested listing price, but it was not supported by comparable sales. The Receiver has therefore disregarded the unsupported proposal.
119. Colliers International (“**Colliers**”) advised they have an interested purchaser who wished to perform a roof inspection on Colby Drive. The Receiver permitted the inspection to occur, after which Colliers provided the Receiver with a copy of the inspection report and authorized the Receiver to share this report with any other prospective purchasers. Colliers is aware that the Receiver is not currently marketing Colby Drive for sale, however their prospective purchaser submitted an offer to the Receiver to indicate their interest in the property.

120. The Receiver believes that Colliers provided a reasonable proposal, has saved the Receiver time and funds in providing the roof inspection report free of charge, and have a serious prospective purchaser. Therefore, the Receiver proposes to enter into a listing agreement with Colliers.
121. Attached hereto as **Confidential Appendix “3”** is the Colby Drive Appraisal together with a summary of the appraised value, the material terms of each listing proposal, their suggested listing prices, estimated selling price, and the Receiver's proposed listing price.

Old Post Road

122. During the Examination, Mrs. Gdak advised that she purchased Old Post Road using funds from her and Mr. Gdak's personal bank account. However, she did not know where the funds came from before they were deposited in their personal bank account (see questions 82 and 83 of the Examination Transcript).
123. The Receiver has obtained a copy of the Parcel Register from the Ontario Land Registry Office for Old Post Road which discloses that Old Post Road was transferred to Mrs. Gdak on September 21, 2018 for \$437,500 (the “**Old Post Road Register**”).
124. The Receiver's investigation into the purchase of Old Post Road revealed that Clearflow advanced \$774,555.72 to the Clearflow Funding Account on September 21, 2018. On the same day, Trigger transferred \$800,000.00 to the Trigger Operating Account, from which Trigger then issued a bank draft payable to Kelly & Co. dated September 21, 2018 in the amount of \$421,350.00. Without the advance from Clearflow, there would have been insufficient funds in Trigger's bank accounts to fund the purchase of Old Post Road.
125. Brian Kelly of Kelly & Co appears to have acted for Mrs. Gdak and registered the transfer. The Receiver requested that Kelly & Co provide its trust ledger (the “**Old Post Road Trust Ledger**”) showing the receipt and disposition of the funds received from Trigger. Kelly & Co has provided a copy of the Old Post Road Trust Ledger showing that the funds advanced by Trigger were used to complete the purchase of Old Post Road.

126. Copies of the Old Post Road Bank Draft, the Old Post Road Trust Ledger, as well as the Clearflow Funding Account and the Trigger Operating Account statements showing the flow of funds are attached hereto as **Appendix “28”**.
127. Contrary to Mrs. Gdak’s statement that Old Post Road was purchased with funds from her and Mr. Gdak’s personal bank account, it is clear that Trigger funds were used to purchase Old Post Road using funding obtained from Clearflow.
128. The Receiver has received notice of a lien registration against Old Post Road. The Receiver continues to investigate the validity of this lien and will report thereon in a subsequent report to Court.

Sale of Old Post Road

129. The Receiver understands that Old Post Road is currently occupied by Mrs. Gdak’s parents, William and Kathryn Clayton (the “**Claytons**”). In the Interim Receiver’s Report, the Interim Receiver reported that Mr. Gdak had advised Clearflow that Mrs. Gdak’s mother had passed away. During the Examination, Mrs. Gdak advised that the Claytons are both currently occupying Old Post Road.
130. Shortly after the Receiver’s appointment, Mr. Gdak advised the Receiver that there was a sale agreement for Old Post Road (the “**Clayton Sale Agreement**”). Despite the Receiver’s repeated requests to be provided with the Clayton Sale Agreement, Mr. Gdak did not provide a copy Clayton Sale Agreement until November 10, 2020.
131. In addition to the Old Post Road Sale Agreement, Mr. Gdak’s provided the Receiver with a Letter of Intent from the Claytons dated August 5, 2020 (the “**Clayton LOI**”) and a License Agreement with the Claytons dated April 18, 2020 (the “**Clayton License Agreement**”), with respect to the occupancy by the Claytons at Old Post Road.
132. The Clayton LOI simply states that the Claytons wish to purchase the Old Post Road, however, no sale price is stated therein.
133. The Clayton Sale Agreement states that the Claytons are permitted to occupy Old Post Road and are only responsible for payment of utilities, property taxes and condominium fees. No rent is payable under the Clayton License Agreement. There is also a requirement that Mrs. Gdak must give 180 days notice of cancellation of the Clayton License Agreement.

134. The Clayton Sale Agreement is dated September 1, 2020. The purchaser is not identified, however the agreement appears to be signed by the Claytons and Mrs. Gdak. A deposit of \$10,000.00 was required to be paid to Kelly & Co. However, the name of Kelly & Co. has been stricken out and no replacement has been named. The Receiver is not aware of any deposit having been paid by the Claytons.
135. The Receiver has obtained an appraisal of Old Post Road (the “**Old Post Road Appraisal**”) which values Old Post Road at a much higher price than the price set in the Clayton Sale Agreement.
136. The Receiver does not believe that the consideration provided for in the Clayton Sale Agreement is adequate or commercially reasonable. Accordingly, the Receiver is seeking relief from the Court that the Receiver be free to market and sell Old Post Road, free and clear of any existing agreements or license agreements, such as the Clayton Sale Agreement and the Clayton License Agreement.
137. On February 5, 2021, counsel for Mrs. Gdak provided the Receiver with an email from Jim Clayton to Mr. Gdak advising that the Claytons would be vacating Old Post Road by July 31, 2021. A copy of this email is attached hereto as **Appendix “29”**.
138. The Receiver contacted numerous realtors about providing proposals to list Old Post Road for sale, however, several realtors declined to submit a proposal after reading about the Gdak’s activities in the Interim Receiver’s Report.
139. Three realtors provided listing proposals. The Receiver believes that RE/Max TwinCity provided a superior proposal. The Receiver proposes to list Old Post Road for sale with RE/Max TwinCity, free of clear of the Clayton Sale Agreement and the Clayton License Agreement, although the Receiver recommends that the closing of any sale occur after July 31, 2021 to allow the Claytons time to vacate Old Post Road.
140. Attached hereto as **Confidential Appendix “4”** is the Old Post Road Appraisal, Clayton Sale Agreement, and the Clayton License Agreement together with a summary of the appraised value, the material terms of each listing proposal, their suggested listing prices and the Receiver’s proposed listing price.

Saugeen Beach Road

141. In the Examination, Mrs. Gdak advised that she purchased Saugeen Beach Road using funds she thought came from her and Mr. Gdak's personal bank account (see questions 216 and 217 of the Examination Transcript).
142. The Receiver has obtained a copy of the Parcel Register from the Ontario Land Registry Office, which discloses that Saugeen Beach Road was transferred to Mrs. Gdak on April 12, 2018 for \$600,000.00 (the "**Saugeen Beach Road Register**").
143. The Receiver's investigation into the purchase of Saugeen Beach Road revealed that Clearflow advanced \$209,629.62, \$253,961.11 and \$223,389.38 to the Clearflow Funding Account on April 5, 10 and 11, 2018, respectively. On each of April 6, 10 and 11, 2018, Trigger transferred \$250,000.00 to a Trigger bank account at CIBC (the "**CIBC Account**") from which it issued a bank draft payable to Kelly & Co. dated April 11, 2018 in the amount of \$605,900.00. Without the advance from Clearflow, there would have been insufficient funds in Trigger's bank accounts to fund the purchase of Saugeen Beach Road.
144. Brian Kelly of Kelly & Co appears to have acted for Mrs. Gdak and registered the transfer. The Receiver requested that Kelly & Co provide its trust ledger (the "**Saugeen Beach Road Trust Ledger**") showing the receipt and disposition of the funds received from Trigger. Kelly & Co has provided a copy of the Saugeen Beach Road Trust Ledger showing that the funds advanced by Trigger were used to complete the purchase of Saugeen Beach Road.
145. Copies of the Saugeen Beach Road Bank Draft, the Saugeen Beach Road Trust Ledger, as well as the Clearflow Funding Account and the CIBC Account statements showing the flow of funds are attached hereto as **Appendix "30"**.
146. Contrary to Mrs. Gdak's statement that Saugeen Beach Road was purchased with funds from her and Mr. Gdak's personal bank account, it is clear that Trigger funds were used to purchase Saugeen Beach Road, using funding obtained from Clearflow.
147. The Receiver has received two notices of liens registered against Saugeen Beach Road. The Receiver continues to investigate the validity of these liens and will report thereon in a subsequent report to the Court.

Sale of Saugeen Beach Road

148. The Receiver has obtained an appraisal for Saugeen Beach Road (the “**Saugeen Beach Road Appraisal**”).
149. The Receiver contacted numerous realtors about providing proposals to list Saugeen Beach Road for sale and three realtors provided listing proposals.
150. The two best listing proposals contain similar terms, however RE/Max Land Exchange was very helpful to the Receiver in taking possession of Saugeen Beach Road and Baker Road. Therefore, the Receiver proposes to list Saugeen Beach Road for sale with RE/Max Land Exchange.
151. Attached hereto as **Confidential Appendix “5”** is the Saugeen Beach Road Appraisal together with a summary of the appraised value, the material terms of each listing proposal their suggested listing prices, and the Receiver’s proposed listing price.

Real Property Conclusion

152. The Receiver’s investigation into the purchase of Baker Road, Colby Drive, Old Post Road and Saugeen Beach Road (collectively, the “**Trigger Real Property**”) revealed that while each of the Trigger Real Property is registered to either Mrs. Gdak or Jaimak, all of the funds used to purchase the Trigger Real Property came from Trigger bank accounts, using funds advanced by Clearflow.
153. The Receiver requests that the Court declare that the Trigger Real Property are property of Trigger; are Transfers at Undervalue in accordance with the BIA and void as against the Receiver; or alternatively, are held by Mrs. Gdak and Jaimak, as applicable, pursuant to a constructive trust, for sole benefit of Trigger.
154. As canvassed above, the Receiver has now become aware of the existence of two parties claiming liens for work done to the Trigger Real Property.
155. By letter dated December 16, 2020, the Receiver was advised by counsel for Ace Lawn Care Services Inc. (“**Ace Lawn Care**”) that Ace Lawn Care had registered construction liens against each of Saugeen Beach Road, Old Post Road, Colby Drive and Lions Court.
156. By letter dated December 17, 2020, the Receiver was advised by counsel for J.B. Construction Inc. (“**J.B. Construction**”) that J.B. Construction had registered a construction lien against Saugeen Beach Road. By letters dated December 21,

2020, BLG responded to each of counsel for Ace Lawn Care and J.B. Construction, to advise that while the Receiver consents to a lifting of the stay of proceedings provided for in the Receivership Order, solely for the purpose of permitting each of Ace Lawn Care and J.B. Construction to perfect their lien claims. The Receiver did not consent to such parties taking any further steps without the consent of the Receiver or Order of the Court. The BLG correspondence of December 21, 2020 to counsel to each of Ace Lawn Care and J.B. Construction indicated that by providing the limited consent, the Receiver did not acknowledge the validity or quantum of any of the liens and that the Receiver reserved its rights and remedies to contest each of these liens, including without limitation, the validity and quantum of such liens. Attached hereto as **Appendix “31”** are copies of the letters dated December 16 and 17, 2020 from counsel to each of Ace Lawn Care and J.B. Construction, respectively, as well as the two letters dated December 21, 2020 delivered by BLG to counsel for each of Ace Lawn Care and J.B. Construction.

OTHER TRANSFERS

157. During the Receiver’s review of Trigger’s banking activity the Receiver identified the following three transactions whereby funds totalling \$130,000.00 appear to have been paid directly or indirectly to the Claytons:

01/13/2017	E-TRANSFER000000265619 JimClayton 4506*****671	3,000.00
01/16/2017	E-TRANSFER000000263261 JimClayton 4506*****671	2,000.00
06/30/2020	Bank Draft payable to Jim Clayton	125,000.00
		130,000.00

158. The Receiver continues to investigate these payments.

THE TRIGGER INVENTORY

159. In the Interim Receiver’s Report, the Interim Receiver advised that it took possession of all the Debtors’ assets located at 588 Colby Drive, Waterloo, Ontario (the “**Premises**”).
160. The Receiver obtained an inventory listing from Trigger’s electronic accounting records (“**Quickbooks**”) which disclosed Trigger’s inventory value at \$77,746,176.36.

161. Mr. Gdak previously advised the Receiver that Trigger did not properly maintain the inventory records in Quickbooks and provided the Receiver with an inventory schedule prepared in Excel which totalled \$1,999,058.22.
162. Mr. Gdak also advised the Receiver that there was a shipment of inventory arriving at Toronto Pearson Airport, for which Trigger had already paid (the **"Prepaid Inventory"**). In order to obtain delivery of this shipment, duties, taxes and shipping costs would need to be paid. These costs were estimated to be approximately \$74,800.39 (the **"Import Costs"**). The invoice price of the Prepaid Inventory was \$140,110.50 US Dollars. Therefore, it appeared reasonable to pay the Import Costs as the value of the Prepaid Inventory greatly exceeded the Import Costs.
163. The Receiver did not have the funds required to pay the Import Costs. After the Receiver explained the economics of this transaction to Clearflow, it agreed to provide the funding to the Receiver to pay the Import Costs and obtain possession of the Prepaid Inventory. After receiving funding from Clearflow, the Receiver paid the Import Costs and arranged for the Prepaid Inventory to be delivered to the Premises. Accordingly, to date, the Receiver has issued one Receiver's Certificate on October 26, 2020, in the amount of \$70,983.74 to Clearflow, pursuant to the Receivership Order.
164. Upon receipt of the Prepaid Inventory, the Receiver conducted an inventory count of the Prepaid Inventory to ensure that what was received matched what Trigger had paid to the supplier. The Receiver did not note any discrepancies.
165. Mr. Gdak advised that there were numerous other significant prepaid orders from other suppliers, however despite the Receiver's numerous requests for Mr. Gdak to provide details of the other prepaid orders, no further information has been provided by Mr. Gdak to the Receiver.
166. The Receiver made arrangements with the Chief Firearms Office to attend at the Premises to conduct a full inventory count of all restricted firearms. While certain discrepancies were initially noted, they were subsequently cleared.
167. The Receiver thereafter engaged an expert in firearms inventory counts to assist the Receiver in conducting a full inventory count of all non restricted firearms. The inventory listing provided by Mr. Gdak was updated to reflect the actual inventory at the Premises.

The Inventory Sales Process

168. The Receivership Order authorizes the Receiver to market for sale the Property, which includes inventory owned by Trigger (the “**Inventory**”). Therefore, the Receiver conducted a sales process to identify qualified purchasers for the inventory (the “**Sale Process**”).
169. The Receiver first requested that a liquidator provide a proposal to liquidate the inventory by selling it to Trigger’s existing customers. After reviewing the inventory and the customers list and consulting with former Trigger sale persons, the liquidator submitted a proposal which contemplated a three-month liquidation sale from the Premises and provided estimated gross and net proceeds from the sale.
170. After considering the proposal and consulting with Clearflow, the Receiver determined that it would not proceed with the proposal, as a better outcome could likely be obtained by selling the inventory en bloc. Clearflow supported the Receiver’s decision to reject the liquidator’s proposal.
171. The Receiver separated Trigger’s inventory into the following parcels (the “**Parcels**” and individually a “**Parcel**”):
 - a) ammunition;
 - b) archery;
 - c) handguns;
 - d) rifles;
 - e) surplus handguns and rifles;
 - f) parts; and
 - g) equipment.
172. The Receiver prepared a list of potential purchasers including:
 - a) parties who had participated in sale processes previously conducted by GTL in other receivership mandates;
 - b) parties that had contacted the Receiver to express an interest in the Inventory; and
 - c) the Debtors’ previous customers.
173. The Receiver prepared the following documents to support and advertise the Inventory and to advance the Sale Process:

- a) a notice of the Sale Process, which was published in the *National Post* on December 30, 2020 (the “**Notice of Sales Process**”);
- b) an introduction email highlighting the assets for sale, outlining the Sale Process and inviting recipients to express their interest in participating in the Sale Process (the “**Solicitation Email**”);
- c) an information memorandum (the “**Information Memorandum**”) describing the Inventory and the Sale Process in greater detail, which was made available to Prospective Bidders (as defined below);
- d) a form agreement of purchase and sale (the “**Template Sale Agreement**”); and
- e) an offer form (the “**Offer Form**”).

Copies of the Notice of Sale Process, the Solicitation Email, the Information Memorandum with the Offer Form and the Template Sale Agreement are attached hereto as **Appendix “32”**.

- 174. On December 22, 2020, the Receiver began contacting approximately 212 parties identified as potential purchasers, of which 105 requested a copy of the Information Memorandum (the “**Prospective Bidders**”).
- 175. The Sales Process allowed for Prospective Bidders to conduct due diligence over almost four weeks (the “**Due Diligence Period**”), with a deadline to submit offers on January 15, 2021 (the “**Offer Deadline**”).
- 176. The Receiver provided all Prospective Bidders with the opportunity to schedule a site visit to allow for the Prospective Bidders to tour the Premises and inspect the Inventory during the Due Diligence Period. Site visits were conducted by eleven Prospective Bidders.
- 177. The Receiver received twenty offers by the Offer Deadline. The Receiver allowed Prospective Bidders to submit offers for any single Parcel, or all Parcels. Offer submissions included the following:
 - a) seven offers for all of the Parcels;
 - b) twelve offers for a combination of Parcels; and
 - c) one offer to conduct a retail sale of the Parcels with on a commission basis;(collectively, the “**Offers**” and individually, an “**Offer**”). A summary of the Prospective Bidders and Offers are attached hereto as **Confidential Appendix “6”**.

178. The highest overall offer was for all of the Parcels made by Bullets & Broadheads Shooting Center Ltd. (the “**Inventory Purchaser**”). The Receiver contacted the Inventory Purchaser and requested to exclude certain Parcels, as there were other Prospective Bidders with higher offers on those Parcels. The Inventory Purchaser was however unwilling to allow the Receiver to remove any Parcels from their offer. The Receiver therefore negotiated an overall price increase with the Inventory Purchaser (the “**Purchase Price**”), which the Receiver believes is the highest price that can be obtained for the Inventory.
179. The Receiver and the Inventory Purchaser have entered into an Agreement of Purchase and Sale (the “**Inventory APS**”), which is subject to Court approval, a copy of which, redacted to remove the selling price, is attached hereto as **Appendix “33”**. An unredacted copy of the Sale Agreement is attached hereto as **Confidential Appendix “7”**. If the Court approves the proposed Inventory sale, the Receiver proposes to complete the sale to the Inventory Purchaser in accordance with the Inventory APS (the “**Inventory Transaction**”).
180. As part of its dealings with the Inventory Purchaser, the Receiver ascertained that the Inventory Purchaser currently owes the Debtors the aggregate amount of \$12,000 (the “**Inventory Purchaser AR**”). In connection with the Inventory Transaction as contemplated in the Inventory APS, the Inventory Purchaser requested that the Inventory Purchaser AR be released upon the completion of the Inventory Transaction in exchange for the Inventory Purchaser releasing and discharging the Receiver and the Debtors from any and all claims, demands or obligations which the Inventory Purchaser has or hereafter may have against the Receiver or the Debtors. On account of the value to be obtained from the Inventory Transaction, the Receiver has agreed to such release of the Inventory Purchaser AR.
181. The Sale Process conducted by the Receiver has been robust with an extensive reach to the primary industry players. The Purchase Price is substantially higher than any other bid received and the Inventory Transaction contemplates the sale of all of the Inventory and not only specific and isolated Parcels.
182. The Receiver has advised Clearflow, which is the Debtors’ primary secured creditor, of the Purchase Price and Clearflow supports the Inventory Transaction.
183. Given the foregoing, the Receiver respectfully requests that this Court issue an order approving the Inventory Transaction and authorizing and directing the

Receiver to complete the Inventory Transaction and vesting the Debtors' right, title and interest in and to the Inventory, in the Inventory Purchaser, free and clear of all claims and encumbrances.

ACCOUNTS RECEIVABLE COLLECTIONS

184. The Receiver obtained an accounts receivable ("**AR**") listing from Quickbooks which shows amounts owing to Trigger from customers totalling \$1,510,458.14.
185. Mr. Gdak advised the Receiver that Trigger did not maintain accurate accounting records in Quickbooks and that the AR in Quickbooks was not accurate.
186. The Receiver also obtained an AR listing from Clearflow totalling \$64,074,2258.69 (the "**Clearflow AR Listing**"), which Clearflow advised represented the accounts receivable that Clearflow had factored.
187. Mr. Gdak advised the Receiver that none of the AR on the Clearflow AR Listing were owing from customers.
188. Mr. Gdak provided the Receiver with an AR listing which was prepared in Excel showing \$1,411,812.20 owing from customers, of which \$467,738.44 was identified as being on consignment. Mr. Gdak advised that these were the only amounts owing from customers. It therefore appears that the actual amount owing from Trigger customers is \$944,073.76 from 196 customers (the "**Trigger AR**").
189. The Receiver obtained invoices in support of the Trigger AR from Quickbooks, sent letters to all customers signifying the AR balances and requiring that customers remit payment to the Receiver.
190. Clearflow offered to assist the Receiver in responding to responses from customers. Therefore, the Receiver directed the customers to contact Clearflow with any questions. While Clearflow was authorized by the Receiver to speak with customers, the Receiver retained all decision making authority.
191. Many customers have disputed the amount owing according to the Trigger AR for reasons including, invoices having already been paid and inventory being on consignment. The Receiver has investigated each dispute and has adjusted the Trigger AR where appropriate.

192. As of January 31, 2021, the Receiver has collected AR totalling \$274,294.71 and approximately \$669,779.05 remains outstanding. The Receiver's continues its efforts to collect these outstanding amounts.

ACTIVITIES OF THE RECEIVER

193. Since its appointment, the Receiver's activities have included matters not otherwise described in the First Report and the Second Report, including, but not limited to:
- a) Preparing the First Report and Second Report to Court;
 - b) Securing and insuring the Property, as defined in the Receivership Order;
 - c) Freezing bank accounts of the Debtors and reviewing the bank account activity;
 - d) Collecting the AR balance from customers;
 - e) Making arrangements with Ford Canada to sell two leased Ford-150 pickup trucks;
 - f) Selling a 2004 GMC T6500 truck VIN 1GDJ6F1394F507895 owned by Trigger for \$4,670 net of selling costs; and
 - g) Corresponding with the Chief Firearms Office on regulations relating to the firearms.

APPROVAL OF PROFESSIONAL FEES

194. The Receiver and its counsel have maintained detailed records of their professional fees.
195. Pursuant to paragraph 27 of the Receivership Order, the Receiver and its counsel shall be paid their reasonable fees and disbursements and a charge was granted on the Property (as defined in the Receivership Order), as security for such fees and disbursements.
196. The total fees and disbursements of the Receiver from November 1, 2020 to January 31, 2021 amount to \$336,008.87 inclusive of disbursements and HST and are more particularly described in the affidavit of Jacob Wiebe sworn February 12, 2021, a copy of which is attached hereto as **Appendix "34"**.
197. The total fees and disbursements of the Receiver's counsel, BLG, from November 1, 2020 to January 31, 2021 amount to \$229,791.31 inclusive of

disbursements and HST and are more particularly described in the affidavit of Christine Mason sworn February 4, 2021, a copy of which is attached hereto as **Appendix “35”**.

198. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP

199. The interim statement of receipts and disbursements of the Interim Receiver and Receiver as at February 11, 2021 (the “**SRD**”, is attached hereto as **Appendix “36”**.

CONFIDENTIAL APPENDICES

200. The Receiver believes that the Confidential Appendices should remain sealed until further order of the Court, as the information contained therein is commercially sensitive and could prejudice the sale of the Sea Ray and the Inventory. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver, which may impact the price that interested purchasers are willing to offer for the Sea Ray and the Inventory, should a transaction not close. Further, certain information is of a personal nature, which in the Receiver’s view, should not be disclosed.
201. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendices are sealed in this manner.

SUMMARY AND RECOMMENDATION

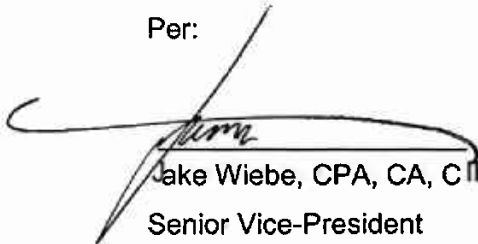
202. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the Orders sought, in respect of the relief set out in paragraph 11 of this Second Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

In its capacity as Court Appointed Interim Receiver and Receiver of Trigger Wholesale, Inc. The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. and Jaimee Gdak

Per:



Jake Wiebe, CPA, CA, CTRP, LIT

Senior Vice-President

CLEARFLOW
COMMERCIAL FINANCE
CORP.

and

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

Applicant

Respondents

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

**SECOND REPORT OF THE
RECEIVER, GRANT THORNTON
LIMITED**

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Lawyers for Grant Thornton
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Appendix 8

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

SUPPLEMENTAL REPORT TO THE
SECOND REPORT OF THE RECEIVER

March 16, 2021



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

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Confidential Appendix 1	Amending Agreement for the Inventory Sale

INTRODUCTION

1. This supplemental report (“**Supplemental Report**”) is filed by Grant Thornton Limited (“**GTL**”) in its capacity as the receiver (the “**Receiver**”) over the property, assets and undertakings of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”), as well as certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak (“**J. Gdak**”), pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.
2. The Receiver filed its second report to Court dated February 12, 2021 (the “**Second Report**”) in support of the Receiver’s request for various Orders, including an Approval and Vesting Order, approving the Inventory Transaction in connection with the sale of the Inventory and authorizing and directing the Receiver to complete the Inventory Transaction, and vesting in the Inventory Purchaser, all of the Debtors’ right, title and interest in and to the Inventory, free and clear of all encumbrances.
3. In accordance with the Court’s e-service protocol, all materials filed with the Court in this matter are available on the Receiver’s case website at www.GrantThornton.ca/TWI.

DISCLAIMER

4. In preparing this Supplemental Report, the Receiver has reviewed certain unaudited financial information and certain financial information related to the Debtors. While the Receiver has performed a preliminary review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards (“**GAAS**”) or International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.
5. This Supplemental Report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to approve

the relief sought by the Receiver. Accordingly, the reader is cautioned that this Supplemental Report may not be appropriate for any other purpose.

6. All references to dollar amounts in this Supplemental Report are in Canadian currency, unless otherwise noted.

PURPOSE OF THIS SUPPLEMENTAL REPORT

7. The purpose of this Supplemental Report is to provide information to the Court which has arisen subsequent to the Receiver completing the Second Report and to support the form of Approval and Vesting Order sought by the Receiver in connection with the Inventory Transaction.
8. Capitalized terms not defined in this Supplemental Report shall have the meanings ascribed thereto in the Second Report.

SALE OF INVENTORY

9. In the Second Report, the Receiver described the sales process in respect of the Inventory, which resulted in the Receiver and the Inventory Purchaser entering into the Inventory APS, in the form attached as Appendix "33" to the Second Report.
10. Paragraph 2.08 of the Inventory APS provides that the Inventory Purchaser shall undertake a physical count of the Inventory prior to the Closing Date and in the event of a discrepancy, the Inventory Purchaser shall provide written notice of such discrepancy to the Receiver prior to the Closing Date.
11. The Parties agreed that, in the event of such discrepancy, the Purchase Price would be adjusted on a proportionate basis (based on the percentage difference and the portion of the Purchase Price allocated to the relevant Purchased Assets), or in such other manner as the Parties may agree.
12. The Inventory Purchaser conducted a physical count of the Inventory between March 1, 2021 and March 5, 2021, in the presence of the Receiver.

13. On March 12, 2021 the Inventory Purchaser advised the Receiver of discrepancies between the count results and the listing of Inventory attached to the Inventory APS.
14. The discrepancies noted by the Inventory Purchaser, included:
 - a) Certain ammunition quantities noting the number of cases on the inventory listing were in fact the number of boxes, which significantly reduced the quantity of ammunition;
 - b) Certain rifles having the incorrect model on the inventory listing, where the correct model was of lower value; and
 - c) Certain rifles being damaged, but not indicated as such on the inventory listing.
15. The Receiver and the Inventory Purchaser have reached an agreement whereby the selling price has been reduced and certain firearms which were being used by Trigger for parts (the “**Service Firearms**”), which were not included in the Inventory APS, are now included in the sale. The Service Firearms were of nominal value. An Amending Agreement, amending the Inventory APS has been prepared, a copy of which, redacted to remove the selling price, is attached hereto as **Appendix “1”**. An unredacted copy of the Amending Agreement is attached hereto as **Confidential Appendix “1”**.

CONFIDENTIAL APPENDICES

16. The Receiver believes that the Confidential Appendix should remain sealed until further order of the Court, as the information contained therein is commercially sensitive and could prejudice the sale of the Inventory. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver, which may impact the price that interested purchasers are willing to offer for the Inventory, should a transaction not close.
17. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendix is sealed in this manner.

SUMMARY AND RECOMMENDATION

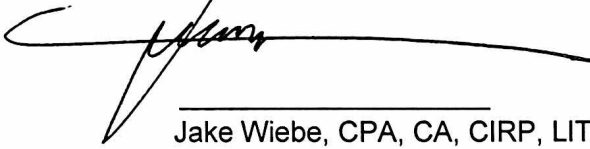
18. Based on the foregoing, the Receiver requests that the Court issue the Approval and Vesting Order in respect of the Inventory Transaction, in the form filed with the Court.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

In its capacity as Court Appointed Interim Receiver and Receiver of Trigger Wholesale, Inc. The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. and Jaimee Gdak

Per:



Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice-President

CLEARFLOW
COMMERCIAL FINANCE
CORP.

and

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

Applicant

Respondents

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

**SUPPLEMENTAL REPORT TO
THE SECOND REPORT OF THE
RECEIVER, GRANT THORNTON
LIMITED**

**BORDEN LADNER GERVAIS
LLP**

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Lawyers for Grant Thornton
Limited

Appendix 9

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

THE HONOURABLE	)	WEDNESDAY, THE 17TH
	)	
MADAM JUSTICE DIETRICH	)	DAY OF MARCH, 2021

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant



-and-

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

Respondents

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

**APPROVAL AND VESTING ORDER
(Inventory)**

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") for an order approving the sale transaction (the "**Inventory Transaction**") contemplated by an agreement of purchase and sale (the "**Inventory APS**") between the Receiver and Bullets & Broadheads Shooting Center Ltd. (the "**Inventory Purchaser**") dated February 11, 2021 and appended to the second report of the Receiver dated February 12, 2021 (the "**Second Report**") and the amending agreement dated March 16, 2021 (the "**Amending Agreement**") appended to the supplemental report to the

Second Report dated March 16, 2021 (the “**Supplemental Report**”), and vesting in the Inventory Purchaser the Debtors’ right, title and interest in and to the assets described in the Inventory APS, as amended by the Amending Agreement (the “**Inventory**”), was heard via Zoom videoconference due to the COVID-19 pandemic.

ON READING the Second Report and the Supplemental Report and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp. and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Mariela Adriana Gasparini sworn February 12, 2021 filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DECLARES** that the Inventory Transaction is hereby approved, and the execution of the Inventory APS as amended by the Amending Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Inventory Transaction and for the conveyance of Inventory to the Inventory Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver’s certificate to the Inventory Purchaser substantially in the form attached as Schedule A hereto (the “**Receiver's Certificate**”), all of the Debtors’ right, title and interest in and to the Inventory described in the Inventory APS as amended by the Amending Agreement and listed on Schedule B hereto shall vest absolutely in the Inventory Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Gilmore dated October 13, 2020; (ii) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated October

22, 2020 (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Inventory are hereby expunged and discharged as against the Inventory.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Inventory shall stand in the place and stead of the Inventory, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Inventory with the same priority as they had with respect to the Inventory immediately prior to the sale, as if the Inventory had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

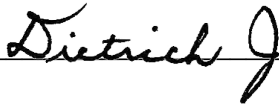
6. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Inventory in the Inventory Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or

provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

_____

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20–00649154–00CL

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (the "**Court**") dated October 13, 2020, Grant Thornton Limited ("**GTL**") was appointed as the interim receiver (the "**IR**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**").

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

C. Pursuant to an Order of the Court dated March 17, 2021, the Court approved the sale transaction (the "**Inventory Transaction**") contemplated by the agreement of purchase and sale made as of February 11, 2021 (the "**Inventory APS**") as amended by the amending agreement dated March 16, 2021 (the "**Amending Agreement**") between the Receiver and Bullets & Broadheads Shooting Center Ltd. (the "**Inventory Purchaser**") and provided for the vesting in the Inventory Purchaser of the Debtors’ right, title and interest in

and to the Inventory, which vesting is to be effective with respect to the Inventory upon the delivery by the Receiver to the Inventory Purchaser of a certificate confirming (i) the payment by the Inventory Purchaser of the Purchase Price for the Inventory; (ii) that the conditions to Closing as set out in sections 7, 8 and 9 of the Inventory APS as amended by the Amending Agreement have been satisfied or waived by the Receiver and the Inventory Purchaser; and (iii) the Inventory Transaction has been completed to the satisfaction of the Receiver.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Inventory APS as amended by the Amending Agreement.

THE RECEIVER CERTIFIES the following:

1. The Inventory Purchaser has paid and the Receiver has received the Purchase Price for the Inventory payable on the Closing Date pursuant to the Inventory APS as amended by the Amending Agreement;
2. The conditions to Closing as set out in sections 7, 8 and 9 of the Inventory APS as amended by the Amending Agreement have been satisfied or waived by the Receiver and the Inventory Purchaser; and
3. The Inventory Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Grant Thornton Limited, in its capacity as
Receiver of the undertaking, property and
assets of the Debtors and certain real
property and not in its personal capacity**

Per: _____
Name:
Title:

**Schedule B – Purchased Assets
(Inventory)**

(see attached)

SCHEDULE 1							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Ammunition	Black Hills	Black Hills Ammunition	D40N120: D40N120-B	Ammunition	Black Hills Ammunition, USA, New Pistol, .40 S&W, 155gr, JHP, Brass, Non-Corrosive, 1150 fps, 20rd Box.	540	
Ammunition	Black Hills	Black Hills Ammunition	D45N120: D45N120-B	Ammunition	Black Hills Ammunition, USA, New Pistol, .45ACP, 200gr, Match Semi-Wadcutter, Brass, Non-Corrosive, 875 fps, 20rd Box.	580	
Ammunition	Black Hills	Black Hills Ammunition	D45N120: D45N120-B	Ammunition	Black Hills Ammunition, USA, New Pistol, .45ACP, 200gr, Match Semi-Wadcutter, Brass, Non-Corrosive, 875 fps, 20rd Box.	480	
Ammunition	Black Hills	Black Hills Ammunition	D9N120: D9N120-B	Ammunition	Black Hills Ammunition, USA, New Pistol, 9mm Luger, 115gr, FMJ, Brass, Non-Corrosive, 1150 fps, 20rd Box.	460	
Ammunition	Black Hills	Black Hills Ammunition	M223N15: M223N15-B	Ammunition	Black Hills Ammunition, USA, New Rifle, .223 Rem, 36gr, Varmint Grenade, Brass, Non-Corrosive, 3750 fps, 50rd Box.	36	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 820708	Ammunition	CLEVER, ITALY, AMMUNITION, 12GA, T2, #8	8	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 830304	Ammunition	CLEVER, ITALY, AMMUNITION, 16GA, T3, #4	35	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 930507	Ammunition	CLEVER, ITALY, AMMUNITION, 24GA, T3, #7	24	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 930407	Ammunition	CLEVER, ITALY, AMMUNITION, 24GA, T3, #7	6	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 370375	Ammunition	CLEVER, ITALY, AMMUNITION, 410CAL, #7.5	6	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 830175	Ammunition	CLEVER, ITALY, AMMUNITION, 410CAL, #7.5	4	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 831107	Ammunition	CLEVER, ITALY, AMMUNITION	18	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 831907	Ammunition	CLEVER, ITALY, AMMUNITION	16	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 830404	Ammunition	CLEVER, ITALY, AMMUNITION, 20GA	22	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 831799	Ammunition	CLEVER, ITALY, AMMUNITION, 16 GA	3	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 810275	Ammunition	CLEVER, ITALY, AMMUNITION, 28GA, #7.5	60	Number of boxes/cases
Ammunition	Clever	Clever Italy	SHOTGUN 842200	Ammunition	CLEVER, ITALY, AMMUNITION, 12GA, 0 BUCK	1	Number of boxes/cases
Ammunition	Clever	Clever Italy	12GA2.75"	Ammunition	CLEVER, ITALY, AMMUNITION, 12GA, 2.75"	9	Number of boxes/cases
Ammunition	Clever	Clever Italy	12Ga2.75" T4 #2	Ammunition	CLEVER, ITALY, AMMUNITION, 12Ga, 2.75", T4 #2	14	Number of boxes/cases
Ammunition	Clever	Clever Italy	20GA3" T3 #7	Ammunition	CLEVER, ITALY, AMMUNITION, 20GA, 3", T3 #7	3	Number of boxes/cases
Ammunition	Clever	Clever Italy	SPORT STEEL 12GA #72.75"	Ammunition	CLEVER, ITALY, AMMUNITION, 12GA #7, 2.75"	11	Number of boxes/cases
Ammunition	Clever	Clever Italy	HIGH VELOCITY 12GA #42.75"	Ammunition	CLEVER, ITALY, AMMUNITION, 12GA #4, 2.75"	8	Number of boxes/cases
Ammunition	Clever	Clever Italy	HUNTING: 841471	Ammunition	Clever, Italy, Ammunition, 12GA, 2-3/4", 4BK (27 Bucks) Copper Plated, 35gr (1-1/4oz), Mirage Express Buckshot T4 4BK. 25rds/Box; 250rds/Case.	14	Number of boxes/cases
Ammunition	Clever	Clever Italy	HUNTING: 833102	Ammunition	Clever, Italy, Ammunition, Item # 833102, 12GA, 3.5", 39gr (1-3/8oz), 2 Steel Shot, Mirage Super Magnum Soft Steel Hunting T3. 25rds/Box; 200rds/Case.	1	Number of boxes/cases
Ammunition	Clever	Clever Italy	HUNTING: 833007	Ammunition	Clever, Italy, Ammunition, Item # 833007, 20GA, 3", 36gr (1-1/4oz), 7 Shot, Mirage Magnum 360 T3 20GA (Long Distance). 25rds/Box; 250rds/Case.	19	Number of boxes/cases
Ammunition	Clever	Clever Italy	HUNTING: 843004	Ammunition	Clever, Italy, Ammunition, Item # 843004, 12GA, 2-3/4", 42gr (0.96oz), 4 Shot, RVS La Tosca T4 (Long Distance) - Baby Magnum. 10rds/Box; 200rds/Case.	2	Number of boxes/cases

SCHEDULE 1							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Ammunition	Clever	Clever Italy	HUNTING: 820507	Ammunition	Clever Ammunition, Item # 820507, 12GA, 2-3/4", 30.5gr (1-1/10oz), #7 Shot, Mirage Lite Game T2 Dove & Quail, 1300 fps, 25rds/Box, 250rds/Case.	1	Number of boxes/cases
Ammunition	Clever	Clever Italy	SPORT: 940807	Ammunition	Clever, Italy, Ammunition, 12GA, 2-3/4", 24gr (7/8oz), #7 Steel Shot, H.P. Sport Steel, Pro Extra Mirage Soft Steel T4 Trap & Skeet, 1400 fps, 25rds/Box, 250rds/Case.	10	Number of boxes/cases
Ammunition	Clever	Clever Italy	HUNTING: 832307	Ammunition	Clever, Italy, Ammunition, Item # 832307, 12GA, 2-3/4", 34gr (1-3/16oz), 7 Shot, Mirage Spreader T3 Cross-Shaped Wad. 25rds/Box; 250rds/Case.	4	Number of boxes/cases
Ammunition	Clever	Clever Italy	HUNTING: 841607	Ammunition	Clever, Italy, Ammunition, Item # 841607, 12GA, 2-3/4", 36gr (1-1/4oz), 7 Shot, Mirage Royal Game T4 - Bior Wad. 25rds/Box, 250rds/Case.	20	Number of boxes/cases
Ammunition	Federal	Federal Ammunition	AE24375VP	Ammunition	FEDERAL AMMUNITION..CENTRE FIRE...243 WIN, 75 GR JHP..VARMINT / PREDATOR	3	Number of boxes/cases
Ammunition	Federal	Federal Ammunition	XM80CS	Ammunition	FEDERAL AMMUNITION..CENTRE FIRE...308 WIN / 7.62 X 51 MM NATO..149 GR FMJ 500..500 ROUNDS	1	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: GLBS202	Ammunition	Rio Ammunition, USA, Shotgun Shell, GLBS202. GAME LOAD BLUE STEEL 20 20ga. 2-3/4". 1,345fps. 7/8oz #2 RIO # R424.450.4373	35	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: GLBS203	Ammunition	Rio Ammunition, USA, Shotgun Shell, GLBS203. GAME LOAD BLUE STEEL 20 20ga. 2-3/4". 1,345fps. 7/8oz #3 GLBS203 AKA# R424.450.4353	22	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: GLBS204	Ammunition	Rio Ammunition, USA, Shotgun Shell, GLBS204. GAME LOAD BLUE STEEL 20 20ga. 2-3/4". 1,345fps. 7/8oz #4 RIO # R424.450.4323	8	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: GLBS205	Ammunition	Rio Ammunition, USA, Shotgun Shell, GLBS205. GAME LOAD BLUE STEEL 20 20ga. 2-3/4". 1,345fps. 7/8oz #5 RIO # R424.450.4303	43	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: GLBS206	Ammunition	Rio Ammunition, USA, Shotgun Shell, GLBS206. GAME LOAD BLUE STEEL 20 20ga. 2-3/4". 1,345fps. 7/8oz #7 GLBS206 AKA# R424.450.4273	16	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	GLBS: GLBS36BB	Ammunition	Rio Ammunition, USA, Shotgun Shell, GLBS36BB. GAME LOAD BLUE STEEL 36 12ga. 2-3/4". 1,350fps. 1-1/4oz # BB RIO # R236.450.1463	16	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBi323	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBi323. Rio Bismuth 32. 12ga. 2-3/4" - 1oz 1,350fps. MAX DR #3 RIO # R232.460.0360	1	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBi325	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBi325. Rio Bismuth 32. 12ga. 2-3/4" - 1oz 1,350fps. MAX DR #5 RIO # R242.460.0310	2	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBiMGN363	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBiMGN363. Rio Bismuth Magnum 36. 12ga. 3" - 1-1/4oz 1,350fps. MAX DR #3 RIO #R236.660.0366	2	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBiMGN365	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBiMGN365. Rio Bismuth Magnum 36. 12ga. 3" - 1-1/4oz 1,350fps. MAX DR #5 RIO #R236.660.0316	2	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBK12	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBK12. 12ga. ROYAL BRENNKE SLUG. 2-3/4". 1,410fps. Brenneke 1-1/8oz. 5rd per Box / 50 boxes per case. RIO# R299.400.8007	14	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM202	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM202. 20ga. ROYAL BLUESTEEL MGN - 3" - 1oz 1,400fps. MAX DR #2 RIO # R428.650.0376	3	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM203	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM203.20ga. ROYAL BLUESTEEL MGN - 3" - 1oz 1,400fps. MAX DR #3 RBSM203 AKA# R428.650.0356	46	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM204	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM204. .20ga. ROYAL BLUESTEEL MGN - 3" - 1oz 1,400fps. MAX DR #4 RIO # R424.650.0326	3	Number of boxes/cases

SCHEDULE 1							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM205	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM205. .20ga. ROYAL BLUESTEEL MGN - 3" - 1oz 1,400fps. MAX DR #5 RIO # R424.650.0306	48	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM322	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM322. .20ga. ROYAL BLUE STEEL 32 - 3" - 1-1/8oz 1,550fps. #2 RIO # R232.450.2373	9	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM323	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM323. .20ga. ROYAL BLUE STEEL 32 - 3" - 1-1/8oz 1,550fps. #3 RIO # R232.450.2353	148	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM325	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM325. ROYAL BLUE STEEL 32 - 3" - 1-1/8oz 1,550fps. #4 RIO # R232.450.2303	50	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RBSM: RBSM32BB	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM32BB. .20ga. ROYAL BLUE STEEL 32 - 3" - 1-1/8oz 1,550fps. #BB RIO # R232.450.2463	1	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM364	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM364. ROYAL BLUE STEEL 36 - 3" - 12GA. 1-1/4oz 1,400fps. #4 RIO # R236.450.2323	19	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM366	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM366. ROYAL BLUE STEEL 36 - 3" - 12GA. 1-1/4oz 1,400fps. #6 RBSM366 AKA# R240.450.1403	24	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSM401	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM401. ROYAL BLUE STEEL 40 - 3" - 12GA. 1-3/8oz 1,300fps. #1, RIO # R240.450.1403	13	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RBSM: RBSM40BB	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSM40BB. ROYAL BLUE STEEL 40 - 3" - 12GA. 1-3/8oz 1,300fps. BB RIO # R240.450.1463	3	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSSM404	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSSM404. SUPER MAGNUM ROYAL BLUE STEEL40 - 3.5" - 12GA. 1-3/8oz 1,550fps. #4 RIO # R240.850.0323	29	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RBSSM: RBSSM40BBB	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSSM40BBB. SUPER MAGNUM ROYAL BLUE STEEL - 3.5" - 12GA. 1-3/8oz 1,550fps. #BBB RIO # R240.850.0493	142	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSSM441	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSSM441. SUPER MAGNUM ROYAL BLUE STEEL - 3.5" - 12GA. #1< 44GR LOAD 1,300fps. #BB RBSSM441 AKA# R244.850.0403	23	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RBSSM443	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSSM443. SUPER MAGNUM ROYAL BLUE STEEL 44 - 3.5" - 12GA. 1-9/16oz 1,300fps. #3 RBSSM443 AKA# R244.850.0353	19	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RBSSM: RBSSM44BB	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSSM44BB. SUPER MAGNUM ROYAL BLUE STEEL 44 - 3.5" - 12GA. 1-9/16oz 1,300fps. #BB RBSSM44BB AKA# R244.850.0463	20	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RBSSM: RBSSM44BBB	Ammunition	Rio Ammunition, USA, Shotgun Shell, RBSSM44BBB. SUPER MAGNUM ROYAL BLUE STEEL 44 - 3.5" - 12GA. 1-9/16oz 1,300fps. #BBB RBSSM44BBB AKA# R244.850.0493	24	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC166	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC166. 16ga. 2-3/4. 1,300fps. 3 DR 1oz #6. RIO# R328.400.2270	19	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC1675	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC1675. 16ga. 2-3/4. 1,300fps. 3 DR 1oz #7.5. RIO# R328.400.2230	20	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC168	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC168. 16ga. 2-3/4. 1,300fps. 3 DR 1oz #8. RIO# R328.400.2220	35	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RC: RC205MGN	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC205MGN. 20 ga. Magnum 3" . 1,250fps. MAX DR 1-1/4oz #5 RIO# R436.600.0306	2	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC2075	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC2075. 20ga. FIELD 2-3/4. 1,250fps. 2-3/4 DR 1oz #7.5. RIO# R428.400.7230	1	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RC: RC2075MGN	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC2075MGN. 20 ga. Magnum 3" . 1,250fps. MAX DR 1-1/4oz #7.5. RIO# R436.600.0236	117	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC208	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC208. 20ga. FIELD 2-3/4. 1,250fps. 2-3/4 DR 1oz #8. RIO# R428.400.7220	12	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	RC: RC208MGN	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC208MGN. 20 ga. Magnum 3" . 1,250fps. MAX DR 1-1/4oz #8. RIO# R436.500.0226	48	Number of boxes/cases

SCHEDULE 1							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC288	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC288. 28ga. 2-3/4. 1,300fps. MAX DR 3/4oz #8. RIO# R621.400.2220	2	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC289	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC289 28 GA. AKAC621.400.2200	88	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC368	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC368. 410. 2-1/2" 1,200fps. MAX DR 1/2oz # 8. RIO# R814.200.0220	98	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC369	Ammunition	Rio Ammunition, USA, Shotgun Shell, RC369. 410. . 2-1/2". 1,200fps. MAX DR 1/2oz # 9. AKA C814.200.0200	142	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV166	Ammunition	Rio Ammunition, USA, Shotgun Shell, RCHV166.. 16 GA. AKA# C332.400.0270	24	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV1675	Ammunition	Rio Ammunition, USA, Shotgun Shell, RCHV1675.. 16 GA. #7.5. RCHV1675 AKA# C332.400.0230	25	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV168	Ammunition	Rio Ammunition, USA, Shotgun Shell, 16 GA. RCHV168 AKA#C332.400.0220	25	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV2875	Ammunition	Rio Ammunition, USA, Shotgun Shell, RCHV2875. 28ga. HIGH VELOCITY 2-3/4. 1,200fps. MAX DR 1oz #7.5 RIO# R628.400.0230	32	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV288	Ammunition	Rio Ammunition, USA, Shotgun Shell, RCHV288. 28ga. HIGH VELOCITY 2-3/4. 1,200fps. MAX DR 1oz #8 RIO# R628.400.0220	35	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV289	Ammunition	Rio Ammunition, USA, Shotgun Shell, RCHV289. 28ga. HIGH VELOCITY 2-3/4. 1,200fps. MAX DR 1oz #9 RCHV289 AKA C628.400.0200	15	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV369	Ammunition	Rio Ammunition, USA, Shotgun Shell, RCHV369.. 410. HIGH VELOCITY 3". 1,150fps. MAX DR 11/16oz #9. RCHV369 AKA# R819.600.0200	62	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCMGN204	Ammunition	Rio Ammunition, USA, Shotgun Shell, RCMGN204. 20 ga. Magnum 3" . 1,250fps. MAX DR 1-1/4oz #/4 RIO# R436.600.0326....AKA RC204MGN / RCMGN204	77	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RSL20	Ammunition	Rio Ammunition, USA, Shotgun Shell, RSL20. 20ga. Royal Star SLUG. 2-3/4". 1,360fps. STAR 24gr. 5rd per Box / 50 boxes per case (250 rds). RIO# R499.400.3007	22	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RT506	Ammunition	Rio Ammunition, USA, Shotgun Shell, RT506. ROYAL TURKEY 50. 12ga. 3". 1,260fps. MAX DR 1-3/4oz # 6 RIO # R250.600.2279	27	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: ST2475	Ammunition	Rio Ammunition, USA, Shotgun Shell, ST2475 12 GA. AKA#R224.400.1230	20	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: ST248	Ammunition	Rio Ammunition, USA, Shotgun Shell, ST248 12 GA. AKA#C224.400.1230	172	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TLS328	Ammunition	Rio Ammunition, USA, Shotgun Shell, TLS328. SPORTING -32, 12ga. 2 3/4", 1,200fps 3 Dr 1-1/8 OZ # 8. RIO# R232.402.5220	10	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TLSK249	Ammunition	Rio Ammunition, USA, Shotgun Shell, TLSK249. SKEET - 24. 12 ga. 2 3/4", 1,315 fps, MAX Dr. 7/8 oz # 9. RIO# R224.410.5200	15	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TLT248	Ammunition	Rio Ammunition, USA, Shotgun Shell, TLT248. Target Load Shotshell Line, 12ga, 7/8oz, Target Load, #8 Shot, 2-3/4", 1340fps, 250rd Case (10-25rd Boxes). RIO# R224.400.4220	112	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TS288	Ammunition	Rio Ammunition, USA, Shotgun Shell, TS288. TOP SPORTING - 28, 12ga. 2 3/4", 1,280 fps 3 Dr 1 oz #8. RIO# R228.400.7220	30	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TT2075	Ammunition	Rio Ammunition, USA, Shotgun Shell, TT2075. TOP TARGET 20ga. 2-3/4. 1,250 FPS, 1/2 dr 7/8oz, # 7.5. RIO # R424.400.2230	9	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TT209	Ammunition	Rio Ammunition, USA, Shotgun Shell, TT209. TOP TARGET 20ga., 2 3/4", 1,250fps, 2-1/2DR 7/8 oz # 9. RIO# R424.400.2200	3	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TT3275	Ammunition	Rio Ammunition, USA, Shotgun Shell, TT3275. TOP TRAP - 32, 12ga., 2 3/4", 1,250 fps, HDCP 1-1/8oz, #7.5, RIO# R232.402.7230	3	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: TT328	Ammunition	Rio Ammunition, USA, Shotgun Shell, TT328. TOP TRAP - 32, 12ga., 2 3/4", 1,250 fps, HDCP 1-1/8oz, #8. RIO # R232.402.7220	20	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCMGN208	Ammunition	Rio Ammunition, USA, Shotgun Shell: 20GA, #8	37	Number of boxes/cases

SCHEDULE 1							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: REHV288	Ammunition	Rio Ammunition, USA, Shotgun Shell: 12GA, #8	12	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: REHV328	Ammunition	Rio Ammunition, USA, Shotgun Shell: 12GA, #8	22	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV284	Ammunition	Rio Ammunition, USA, Shotgun Shell: 28GA,#4	8	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RCHV286	Ammunition	Rio Ammunition, USA, Shotgun Shell: 28GA,#6	8	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: BG2875	Ammunition	Rio Ammunition, USA, Shotgun Shell: 12GA, #7.5	5	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: REHV2875	Ammunition	Rio Ammunition, USA, Shotgun Shell: 12GA, #7.5	11	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RTMGN504	Ammunition	Rio Ammunition, USA Shotgun Shell: 12GA,#4	15	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RTMGN505	Ammunition	Rio Ammunition, USA Shotgun Shell: 12GA,#4	11	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: REHV3275	Ammunition	Rio Ammunition, USA Shotgun Shell: 12GA, #7.5	15	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	CATALOGUE # U/K	Ammunition	Rio Ammunition, USA Shotgun Shell, 12GA, 2.75"	1	Number of boxes/cases
Ammunition	Rio	Rio Ammunition	SHOTSHELLS: RC3675	Ammunition	Rio Ammunition, USA Shotgun Shell, 410 CAL, #4, 2.5"	5	Number of boxes/cases

SCHEDULE 2							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Archery	Martin	Damon Howatt	SCORPION RH-40LB, 50LB	Bow	SCORPION RH-40LB, 50LB	2	
Archery	Martin	Damon Howatt	MAMBA RH-35LB, 40LB, 50LB X2, 55LB	Bow	MAMBA RH-35LB, 40LB, 50LB X2, 55LB	5	
Archery	Martin	Damon Howatt	SUPER DIABLO RH-45LB, 50LB, 60LB	Bow	SUPER DIABLO RH-45LB, 50LB, 60LB	3	
Archery	Martin	Damon Howatt	SAVANNAH ULTRA LITE RH-40LB X2, 45LB, 50LB, 55LB; LH-40LB	Bow	SAVANNAH ULTRA LITE RH-40LB X2, 45LB, 50LB, 55LB; LH-40LB	6	
Archery	Martin	Damon Howatt	INDEPENDENCE RH-40LB, 45LB, 50LB X 3; LH-35LB	Bow	INDEPENDENCE RH-40LB, 45LB, 50LB X 3; LH-35LB	6	
Archery				Archery	FISH WHEELS WITH ARROWS	15	
Archery				Archery	FISH WHEELS WITH ARROWS - 60/BOX	2	
Archery				Archery	FLY FISHING WHEELS	40	
Archery	Martin	Damon Howatt	DH-BLACK-MAMBA 40-RH	Bow	Martin Archery Damon Howatt:DH-BLACK-MAMBA 40-RH	1	
Archery	Martin	Damon Howatt	DH-DIABLO-SUPER-ELITE 60-RH-40	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. HAND-CRAFTED EXCELLENCE...Damon Howatt DIABLO SUPER ELITE 60", 40lb draw weight, Right Hand..Smooth, stack-free draw & speed with zero hand shock. Slightly deflexed riser allowing for smooth feel & speed. Cont...	2	
Archery	Martin	Damon Howatt	DH-FREEDOM 60-RH-#0	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. MANEUVERABLE & LIGHTWEIGHT..Damon Howatt Black Mamba 58", 40lb draw weight, Right Hand..If you're looking for the quickest, lightest and most maneuverable traditional recurve on the market, you've made the rig...	1	
Archery	Martin	Damon Howatt	DH-FREEDOM	Bow	55-RH	1	
Archery	Martin	Damon Howatt	DH-FREEDOM	Bow	50-RH	1	
Archery	Martin	Damon Howatt	DH-FREEDOM	Bow	40-RH	3	
Archery	Martin	Damon Howatt	DH-HERITAGE	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. HAND-CRAFTED EXCELLENCE..Damon Howatt HERITAGE 66", 40lb draw weight, Right Hand..Longest of all the Traditional Bows..Beautiful mix of Shedua and Bubinga woods. Features a large riser and new comfort grip. Ha...	1	
Archery	Martin	Damon Howatt	DH-HIBRIDO 60-RH	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. HAND-CRAFTED ZEBRAWOOD..Damon Howatt HIBRIDO 60", 40lb draw weight, Right Hand..The Hibrido isn't just another recurve bow, it was designed from over 50+ years of refining the traditional art. The Hibrido is ...	1	
Archery	Martin	Damon Howatt	DH-HIBRIDO 35-RH	Bow	Martin Archery Damon Howatt:DH-HIBRIDO 35-RH	1	
Archery	Martin	Damon Howatt	DH-HIBRIDO 50-LH	Bow	Martin Archery Damon Howatt:DH-HIBRIDO 50-LH	1	
Archery	Martin	Damon Howatt	DH-HIBRIDO 40-RH	Bow	Martin Archery Damon Howatt:DH-HIBRIDO 40-RH	1	
Archery	Martin	Damon Howatt	DH-HIBRIDO 45-LH	Bow	Martin Archery Damon Howatt:DH-HIBRIDO 45-LH	1	
Archery	Martin	Damon Howatt	DH-HUNTER 55-RH	Bow	Martin Archery Damon Howatt:DH-HUNTER 55-RH	2	

SCHEDULE 2							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Archery	Martin	Damon Howatt	DH-HUNTER ANY/ANY SD 50#	Bow	Martin Archery Damon Howatt:DH-HUNTER 55-RH	1	
Archery	Martin	Damon Howatt	DH-INDEPENDENCE 52-RH	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. SHORT & LIGHT AS A FEATHER...Damon Howatt INDEPENDENCE 52", 30lb draw weight, Right Hand..With a 52" AMO, the Independence gives you a quick & snappy recurve that you can take anywhere. A stabilizer insert all...	1	
Archery	Martin	Damon Howatt	DH-MAMBA 40-RH	Bow	Martin Archery Damon Howatt:DH-MAMBA 40-RH	1	
Archery	Martin	Damon Howatt	DH-SAVANNAH	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. BEST-SELLING LONGBOW..Damon Howatt SAVANNAH 62", 55lb draw weight, Right Hand..In the few years since its introduction, the Savannah has become one of the best selling longbows of our long history. The name Sa...	2	
Archery	Martin	Damon Howatt	DH-SAVANNAH-STEALTH	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. SLEEK LOOK & SILENT OPERATION..Damon Howatt SAVANNAH STEALTH 62", 40lb draw weight, Right Hand..In the few years since its introduction, the Savannah has become one of the best selling longbows of our long his...	2	
Archery	Martin	Damon Howatt	DH-SAVANNAH-ULTRA 40-RH	Bow	Martin Archery Damon Howatt:DH-SAVANNAH-ULTRA 40-RH	1	
Archery	Martin	Damon Howatt	DH-SCORPION 40-RH	Bow	Martin Archery Damon Howatt:DH-SCORPION 40-RH	1	
Archery	Martin	Damon Howatt	DH-SLIVER	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. MANEUVERABLE & LIGHTWEIGHT..Damon Howatt SLIVER 54", 20lb draw weight, Right Hand..This downsized longbow was built with the younger archer in mind. Extremely lightweight, it is easy for small hands to hold an...	1	
Archery	Martin	Outdoors Compound	MA-ADX 7-65LB-GRY AMERICAN-BLK-BLK	Bow	Martin Outdoors Compound:MA-ADX 7-65LB-GRY AMERICAN-BLK-BLK	2	
Archery	Martin	Outdoors Compound	MA-ADX 7-65LB-EDGE-EDGE BLK	Bow	Martin Outdoors Compound:MA-ADX 7-65LB-EDGE-EDGE BLK	2	
Archery	Martin	Outdoors Compound	MA-ADX 7-65LB-GRY EDGE-BLK-BLK	Bow	Martin Outdoors Compound:MA-ADX 7-65LB-GRY EDGE-BLK-BLK	3	
Archery	Martin	Outdoors Compound	MA-ADX 7-70LB-GRY EDGE-GRY-BLK	Bow	Martin Outdoors Compound:MA-ADX 7-70LB-GRY EDGE-GRY-BLK	1	
Archery	Martin	Outdoors Compound	MA-ADX 28 ANY/ANY	Bow	Martin Outdoors Compound:MA-ADX 7-65LB-GRY EDGE-BLK-BLK	1	
Archery	Martin	Outdoors Compound	MA-ADIX 60# ANY/ANY	Bow	Martin Outdoors Compound:MA-ADIX	1	
Archery	Martin	Outdoors Compound	MA-ADIX 30 EX/EX 60#	Bow	Martin Outdoors Compound:MA-ADIX	1	
Archery	Martin	Outdoors Compound	MA-ANAX-38-SD-60LB-WHT-GRY	Bow	Martin Outdoors Compound:MA-ANAX-38-SD-60LB-WHT-GRY	2	
Archery	Martin	Outdoors Compound	MA-ANAX-38-SD-60LB-GRN-BLK	Bow	Martin Outdoors Compound:MA-ANAX-38-SD-60LB-GRN-BLK	1	

SCHEDULE 2							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Archery	Martin	Outdoors Compound	MA-ANAX-38-LD-65LB-AMERICAN-WHT-BLK	Bow	Martin Outdoors Compound:MA-ANAX-38-LD-65LB-AMERICAN-WHT-BLK	1	
Archery	Martin	Outdoors Compound	MA-ANAX-38-LD-65LB-GRN-GRY	Bow	Martin Outdoors Compound:MA-ANAX-38-LD-65LB-GRN-GRY	1	
Archery	Martin	Outdoors Compound	MA-ANAX-38-LD-65LB-GRN-BLK	Bow	Martin Outdoors Compound:MA-ANAX-38-LD-65LB-GRN-BLK	1	
Archery	Martin	Outdoors Compound	MA-ANAX-3D-SD-60LB-RED-BLK-BLK	Bow	Martin Outdoors Compound:MA-ANAX-3D-SD-60LB-RED-BLK-BLK	2	
Archery	Martin	Outdoors Compound	MA-ANAX-3D-SD-60LB-BLK-GRY-BLK	Bow	Martin Outdoors Compound:MA-ANAX-3D-SD-60LB-BLK-GRY-BLK	1	
Archery	Martin	Outdoors Compound	MA-ANAX-3D-LD-65LB-GRN-BLK	Bow	Martin Outdoors Compound:MA-ANAX-3D-LD-65LB-GRN-BLK	1	
Archery	Martin	Outdoors Compound	MA-ANAX-3D-LD-65LB-WHT-BLK	Bow	Martin Outdoors Compound:MA-ANAX-3D-LD-65LB-WHT-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	7-LD-BLK-GRY	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	7-LD-WHT-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	7-LD-GRN-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	7-LD-GRN-GRY	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	7-SD-BLK-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	7-SD-RED-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	7-SD-BLU-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	36-LD-RED-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	36-LD-RED-GRY	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	36-LD-WHT-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	36-SD-GRY-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	36-SD-BLK-BLK	1	
Archery	Martin	Outdoors Compound	MA-AXXON	Bow	36 ANY/ANY LD	1	
Archery	Martin	Outdoors Compound	MA-HUNTER-33-RH-50lb	Bow	Martin Archery - Martin OUTDOORS LLC, USA. HUNTER Series, READY TO SHOOT KIT..HUNTER 33, 33", 50lb draw weight, Right Hand. SD CAM..With the HELIX CAMs it is the smoothest drawing, fastest, lightest assembled ready-to-shoot bow on the market...Weights ...	1	

SCHEDULE 2							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Archery	Martin	Outdoors Compound	MA-HUNTER-70-BLK-BLK-BLK	Bow	Martin Outdoors Compound:MA-HUNTER-70-BLK-BLK-BLK	4	
Archery	Martin	Outdoors Compound	MA-HUNTER-70-BLK-EDGE BLK	Bow	Martin Outdoors Compound:MA-HUNTER-70-BLK-EDGE BLK	3	
Archery	Martin	Outdoors Compound	MA-MAXX-33-RH-60lb	Bow	Martin Archery - Martin OUTDOORS LLC, USA. MAXX Series - THE ULTIMATE SMOOTH SHOT..MAXX Sereis, 33.5", 60lb draw weight, Right Hand..Utilizes Dual Sync Cam Technology with String Stop for fine tuning to match your individual shooting style & draw lengt...	1	
Archery	Martin	Outdoors Compound	MA-MAXX-33-Any/ANY LD	Bow	Martin Outdoors Compound:MA-MAXX-33-ANY/ANY LD	1	
Archery	Martin	Outdoors Compound	MA-VYZION ANY/ANY SD	Bow	Martin Outdoors Compound:MA-VYZION	1	
Archery	Martin	Outdoors Compound	MA-REV-31-RH-70LB	Bow	Martin Outdoors Compound:MA-REV-31-RH-70LB	17	
Archery	Martin	Outdoors Compound	MA-REV-W/KINEX 70 BLK	Bow	Martin Outdoors Compound:MA-REV-W/KINEX RTS 70	1	
Archery	Martin	Outdoors Compound	MA-VYZION-31-RH	Bow	Martin Archery - Martin OUTDOORS LLC, USA. VYZION Series, The best Short Draw Carbon Value Bow...CARBON VYZION, 31 1/4", 50lb draw weight, Right Hand. SD CAM..Engineered to be one of the lightest short draw bows ever. It's only 3.3 lbs...Smooth drawing...	1	
Archery	Martin	Outdoors Compound	MA-ALDER	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. *** LEFT HAND ***..Recurve, ALDER Series, 54" / 25lb draw weight,..The Cypress Take-Down bow was created for the archer looking for an eye-catching Recurve. A beautiful zebrawood is used to highlight the dist...	2	
Archery	Martin	Outdoors Compound	MA-ALDER 54-LH-20	Bow	Martin Outdoors Recurve Takedown:MA-ALDER 54-LH-20	1	
Archery	Martin	Outdoors Compound	MA-ALDER	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. ..Recurve, ALDER Series, 54" / 20lb draw weight, Right Hand..The Cypress Take-Down bow was created for the archer looking for an eye-catching Recurve. A beautiful zebrawood is used to highlight the distinct Cy...	6	
Archery	Martin	Outdoors Compound	MA-ALDER	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. ..Recurve, ALDER Series, 54" / 25lb draw weight, Right Hand..The Cypress Take-Down bow was created for the archer looking for an eye-catching Recurve. A beautiful zebrawood is used to highlight the distinct Cy...	3	
Archery	Martin	Outdoors Compound	MA-APOLLO-SD-40	Bow	Martin Outdoors Recurve Takedown:MA-APOLLO-SD-40	1	
Archery	Martin	Outdoors Compound	MA-APOLLO-LD-60	Bow	Martin Outdoors Recurve Takedown:MA-APOLLO-LD-60	1	
Archery	Martin	Outdoors Compound	MA-CYPRESS 64-LH-40	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. *** LEFT HAND ***..Recurve, CYPRESS Series, 64", 40lb draw weight, LEFT HAND..The Cypress Take-Down bow was created for the archer looking for an eye-catching Recurve. A beautiful zebrawood is used to highligh...	2	
Archery	Martin	Outdoors Compound	MA-POPLAR 66-LH-29	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. *** LEFT HAND ***..Recurve, POPLAR Series, 66" / 29lb draw..Martin Archery Poplar Takedown Recurve Bow..Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble ..Predrill...	7	
Archery	Martin	Outdoors Compound	MA-POPLAR 66-LH-35	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. *** LEFT HAND ***..Recurve, POPLAR Series, 66" / 35lb draw..Martin Archery Poplar Takedown Recurve Bow..Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble ..Predrill...	6	

SCHEDULE 2							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Archery	Martin	Outdoors Compound	MA-POPLAR 66-RH-29	Bow	Martin ARCHERY - Martin Outdoors LLC, USA...Takedown Recurve, POPLAR Series, 29lb draw, Right Hand...Martin Archery Poplar Takedown Recurve Bow..Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble ..Predrilled ...	26	
Archery	Martin	Outdoors Compound	MA-POPLAR 66-RH-35	Bow	Martin ARCHERY - Martin Outdoors LLC, USA...Takedown Recurve, POPLAR Series, 66" / 35lb draw, Right Hand...Martin Archery Poplar Takedown Recurve Bow..Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble ..Predr...	18	
Archery	Martin	Outdoors Compound	MA-WILLOW 62-LH-40	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. *** LEFT HAND ***..Takedown Recurve, WILLOW Series,62" / 40lb draw...Martin Archery WILLOW Takedown Recurve Bow...Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble	3	
Archery	Martin	Outdoors Compound	MA-WILLOW 62-LH-45	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. *** LEFT HAND ***..Takedown Recurve, WILLOW Series,62" / 45lb draw...Martin Archery WILLOW Takedown Recurve Bow...Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble	3	
Archery	Martin	Outdoors Compound	MA-WILLOW 62-RH-40	Bow	Martin ARCHERY - Martin Outdoors LLC, USA...Takedown Recurve, WILLOW Series,40lb draw, Right Hand...Martin Archery WILLOW Takedown Recurve Bow..Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble ..Predrilled ...	8	
Archery	Martin	Outdoors Compound	MA-WILLOW 62-RH-45	Bow	Martin ARCHERY - Martin Outdoors LLC, USA...Takedown Recurve, WILLOW Series,62" / 45lb draw, Right Hand...Martin Archery WILLOW Takedown Recurve Bow..Includes Riser and Limbs..String..No Tool Assembly: Features hand tightened bolts to assemble ..Predr...	2	
Archery	Martin	Outdoors Compound	MA-JAGUAR-REALTREE FISH 60-RH35	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. THE TOP SELLING TAKE-DOWN BOW...JAGUAR BOWFISHING SERIES, 60", 35lb draw weight, Right Hand, REALTREE FISHING FINISH..Bowfishing is an addictive sport. Martin has designed the Jaguar Bowfishing Edition to help...	1	
Archery	Martin	Outdoors Compound	MA-SABER-BLK 64-RH-29	Bow	Martin ARCHERY - Martin Outdoors LLC, USA. FOR SMOOTH & QUIET SHOOTING...SABER ELITE 64", 29lb draw weight, Right Hand, BLACK FINISH..The Saber Elite take-down uses a durable riser equipped with the Thermal Elite grip. The vibration dampening grip work...	1	
Archery	Martin	Martin Dianna	MA-DIANNA W/KINEX RTS SD 50	Bow	Martin Outdoors Dianna	1	
Archery	Preeceville	Preeceville	MHP12-S185FX-19TR-15266	Bow	MHP12-S185FX-19TR-15266	1	
Archery	Preeceville	Preeceville	MHS12-S185-FX-19TR15710	Bow	MHS12-S185-FX-19TR15710	1	
Archery	Preeceville	Preeceville	MHS12-S28VR-FX-19TR-15913	Bow	MHS12-S28VR-FX-19TR-15913	1	
Archery	Preeceville	Preeceville	MHS12-S28VR-FX-19TR-15899	Bow	MHS12-S28VR-FX-19TR-15899	1	
Archery	Preeceville	Preeceville	MHS12-S28VR-FX-19TR-15896	Bow	MHS12-S28VR-FX-19TR-15896	1	
Archery	Preeceville	Preeceville	MHS12-S28VR-FX-19TR-15898	Bow	MHS12-S28VR-FX-19TR-15898	1	
Archery	SA Sports	SA Sports		Arrows	SA Sports Archery Arrows..USA / ARCHERY & ARCHERY ACCESSORIES	16	

SCHEDULE 2							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Archery	SA Sports	SA Sports	Red Dot - Accessories	Accessories	SA Sports Archery Red Dot..USA / ARCHERY & ARCHERY ACCESSORIES	6	
Archery	SA Sports	SA Sports	Compound Bow	Bow	SA Sports Compound Bow..USA / ARCHERY & ARCHERY ACCESSORIES	45	
Archery	SA Sports	SA Sports	Crossbow	Bow	SA Sports Crossbow..USA / ARCHERY & ARCHERY ACCESSORIES	1	
Archery	SA Sports	SA Sports	Recurve Bow	Bow	SA Sports Recurve Bow..USA / ARCHERY & ARCHERY ACCESSORIES	3	
Archery	SWAT	SWAT Broadheads	BLACK BAD KIT	Accessories	SWAT Broadheads, R.R.A.D. LLC., Made in the USA, Archery Accessory, ..BLACK BAND KIT - 9 PCS	14	
Archery	KINEX	KINEX	HUNTER SIGHT	Accessories	HUNTER SIGHT	1	
Archery			QUIVER	Accessories	QUIVER	1	
Archery			STABILIZER INCOMPLETE	Accessories	STABILIZER INCOMPLETE	1	
Archery	KSR	KSR	REST SERIES	Accessories	REST SERIES	1	
Archery			STABILIZERS WITH ACCESSORIES	Accessories	STABILIZERS WITH ACCESSORIES	40	
Archery	SA Sports	SA Sports	YOUTH BOWS	Bow	YOUTH BOWS	4	

SCHEDULE 3							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Handguns	Bul Ltd.	Bul Ltd.	BT-P-CH-FS-9mm	Handgun	Bul Ltd, Pistol, Semi-Auto, Model: Cherokee (FS), 9mm, 10/17rd, 113mm Barrel.	1	
Handguns	FMK Firearms	FMK Firearms	FMK-9C1G2-FAT-BR	Handgun	FMK Firearms, USA, Handgun, Semi-Auto, 9mm, 10rd, 4.2" Barrel, Single-Action (FAT), Striker Fired, Brick Red, Restricted.	2	
Handguns	FMK Firearms	FMK Firearms	FMK-9C1G2-FAT-PI	Handgun	FMK Firearms, USA, Handgun, Semi-Auto, 9mm, 10rd, 4.2" Barrel, Single-Action (FAT), Striker Fired, Pink, Restricted.	2	
Handguns	Grand Power	Grand Power	GP-K100-DEC	Handgun	K100, Decocker Model, Semi-Auto, 9mm, 108mm Barrel, 10rd Capacity.	1	
Handguns	High Standard	High Standard	TX1911A1	Handgun	Model 1911 A1, Fixed Sights, 5, 5, 7rds, 45ACP	1	
Handguns	Beretta	Beretta	Beretta 92	Handgun	SURPLUS; Beretta, Italy, Model 92, Handgun, Semi-Auto, 9mm, 10rd Capacity, 152mm Barrel, Restricted in Canada.	1	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	AKKA SILAH SANAYI	12GA	12GA LEVER ACTION 14" BARREL BLACK	Black	12GA LEVER ACTION 14" BARREL BLACK	9	
Rifles	AKKA SILAH SANAYI	12GA	12GA LEVER ACTION 14" BARREL	Rifle	12GA LEVER ACTION 14" BARREL	9	
Rifles	Aksa Arms Ltd.	XO6	AK-XO6-S28-28	Vent Rib	Aksa, Turkey, Shotgun, Over & Under, XO6, 28GA, 3", 2rd, Extractor, 28" Vent Rib Barrel, Walnut, 5 Chokes, White Chrome Finish.	3	
Rifles	Anatolian Defense	MLT2017	AK-MLT2017-BRZ	Bronze Cerakote	Anatolian Defense, Turkey, Shotgun, MLT2017, Semi, 12ga, 3", 2-5rd Mags, 18.5" Barrel, Bronze Cerakote Finish.	1	
Rifles	Anatolian Defense	20 GA BRONZE	BULLPUP SHOTGUN	Shotgun	20 GA BRONZE	6	
Rifles	Anatolian Defense	20GA BRONZE CAMO	BULLPUP SHOTGUN	Shotgun	20GA BRONZE CAMO	6	
Rifles	Anatolian Defense	20GA DIS GREY	BULLPUP SHOTGUN	Shotgun	20GA DIS GREY	7	
Rifles	Anatolian Defense	12GA GREY CAMO	BULLPUP SHOTGUN	Shotgun	12GA GREY CAMO	8	
Rifles	Anatolian Defense	12GA FDE TAN	BULLPUP SHOTGUN	Shotgun	12GA FDE TAN	1	
Rifles	Anatolian Defense	12GA ODE DIS	BULLPUP SHOTGUN	Shotgun	12GA ODE DIS	14	
Rifles	Anatolian Defense	12GA DIS RED	BULLPUP SHOTGUN	Shotgun	12GA DIS RED	1	
Rifles	Anatolian Defense	12ga	AK-MF12-BLK	Magazines (1-2Rd	Anatolian Defense, Turkey, Shotgun, Semi-Auto, 12ga, 3" (70/76mm) Chamber, 3 Box Magazines (1-2rd, 2-5rd), 20" (51cm) Barrel (Drilled 4140 Steel, Chrome Lined), 5-Screw In Chokes (F,IM,M,IC,SK), Polymer Case, Flip Up Sights, Manual, Warranty Card, Black Finish.	2	
Rifles	Armscor	M1600	51111	Rifle	M1600, 18.25", 10rds, 22LR, Threaded Barrel (1/2-28)	1	
Rifles	Armscor	RIA22	51127-BA	Rifle	RIA22 Barreled Action, 22LR, NO STOCK	1	
Rifles	CEO Guns	CKT	CEO-CKT-BLK-24	Barrel, 5 Chokes	CEO Guns, Turkey, Shotgun, CKT, Side by Side, 410ga, 3", 2rd, 24" Barrel, 5 Chokes, Walnut, Exposed, Black Finish.	16	2 Show guns, 2 defective guns
Rifles	CEO Guns	CKT	CEO-CKT-TIT-24	Barrel, 5 Chokes	CEO Guns, Turkey, Shotgun, CKT, Side by Side, 410ga, 3", 2rd, 24" Barrel, 5 Chokes, Walnut, Black w/ Titanium Fixtures.	36	
Rifles	CEO Guns	CKT	CEO-CKT-TIT-28		CEO GUNS TURKEY:CEO-SIDEBYSIDE:CEO-CKT-TIT-28	1	Show gun
Rifles	CEO Guns	CKT	CEO-CKT-TITBR-24	Rd, 24" Barrel	CEO Guns, Turkey, Shotgun, CKT British, Side by Side, 410ga, 3", 2rd, 24" Barrel, 5 Chokes, Walnut Stock (British), Exposed, Dbl Trigger, Black w/ Titanium Fixtures.	37	
Rifles	CEO Guns	CKT	CEO-CKT-TITBR-28		CEO GUNS TURKEY:CEO-SIDEBYSIDE:CEO-CKT-TITBR-28	1	Show gun
Rifles	CEO Guns	CKT	CEO-CKT-WHI-24	Barrel, 5 Chokes	CEO Guns, Turkey, Shotgun, CKT, Side by Side, 410ga, 3", 2rd, 24" Barrel, 5 Chokes, Walnut, Exposed, Silver Receiver w/ Black Fixtures.	2	Show gun
Rifles	Derya	12ga Sample	MK12 Sample	.Non-R	Derya, Turkey, Shotgun, Semi, 12ga, 5rd...Sample shotgun purchased dfrom Bulls Eye (London) to compare against F12 Typhoon...Non-Restricted firearm.	1	
Rifles	Hanic	L11B Lever Action	H-L11B-24	Stock, 24" Barrel	Hanic, Turkey, Shotgun, L11B, Lever Action, 410GA, 2.5", 8rd, Walnut Stock, 24" Barrel, Black Finish.	40	
Rifles	Hanic	Shotgun	H-L1Ti-24	Shotgun	HANIC SHOTGUN FACTORY:H-L1Ti-24	1	
Rifles	Hanic	Shotgun	H-L11P1	Shotgun	HANIC SHOTGUN FACTORY:H-L11P1	3	All show guns
Rifles	Hunt Group	FD12	FD12-BLK	Black Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Black Finish.	213	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Hunt Group	FD12	FD12-BLK-DIS	Distressed Black Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Distressed Black Finish.	55	
Rifles	Hunt Group	FD12	FD12-BRO	Bronze Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Bronze Finish.	2	Show gun
Rifles	Hunt Group	FD12	FD12-BRO-BLK	Bronze/Black Upper Lower Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Bronze Lower / Black Upper Finish.	16	
Rifles	Hunt Group	FD12	FD12-BRO-CRS	Bronze CRS Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Bronze CRS Finish.	31	
Rifles	Hunt Group	FD12	FD12-BRO-DIS	Distressed Bronze/Black Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Distressed Bronze/Black Finish.	22	
Rifles	Hunt Group	FD12	FD12-FDE	FDE/Black Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, FDE/Black Finish.	6	Show gun with no barrel
Rifles	Hunt Group	FD12	FD12-FDE-BLACK	FDE/Black E lower Upper	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, FDE lower / Black Upper.	26	
Rifles	Hunt Group	FD12	FD12-FDE-CRS	FDE/Black E/Black Case Camo	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, FDE/Black Camo.	33	
Rifles	Hunt Group	FD12	FD12-FDE-DIS	Distressed FDE Finish	Hunt Group, Final Defense, Turkey, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Distressed FDE Finish.	19	
Rifles	Hunt Group	FD12	FD12-GREY	Grey/Black Grey/Black Case Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Grey/Black Finish.	28	
Rifles	Hunt Group	FD12	FD12-GREY-BLACK	Grey/Black Upper Lower Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Grey Lower / Black Upper Finish.	26	
Rifles	Hunt Group	FD12	FD12-GREY-CRS	Grey/Black Grey/Black Case Camo	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Grey/Black Camo.	31	
Rifles	Hunt Group	FD12	FD12-GREY-DIS	Distressed Grey Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Distressed Grey Finish.	38	
Rifles	Hunt Group	FD12	FD12-MAX5	Realtree MAX5 Camo	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Realtree MAX5 Camo.	24	
Rifles	Hunt Group	FD12	FD12-ODG	OD Green/Black OD Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, OD Green/Black Finish.	1	Show gun
Rifles	Hunt Group	FD12	FD12-ODG-BLACK	OD Lower Black Upper Lower Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, OD Green Lower / Black Upper Finish.	29	
Rifles	Hunt Group	FD12	FD12-ODG-DIS	Distressed Green/Black Green/Black OD Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Distressed OD Green/Black Finish.	14	
Rifles	Hunt Group	FD12	FD12-RED-DIS	Distressed Red/Black Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Distressed Red/Black Finish.	11	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Hunt Group	FD12	FD12-ODG-BLK	ODG Black Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, ODG Black Finish	32	
Rifles	Hunt Group	FD12	FD12-RED	Red Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Red Finish	30	
Rifles	Hunt Group	FD12	FD12-TIT-DIS	Distressed Titanium Finish	Hunt Group, Shotgun, Semi, FD12, 12GA, 3", 20" Barrel, 2-5rd Mags, 1-2rd Mag, Accessory Kit in Polymer Case, Distressed Titanium Finish	5	
Rifles	Hunt Group	MH12	MH12-BLK-FX-14	Black Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 10+2rds, 14" Barrel, Fixed Stock, 10 Chokes, Black Finish.	17	All show guns
Rifles	Hunt Group	MH12	MH12-BLK-PG-17		HUNT GROUP LTD, CO.:MH12 PUMP ACTION:MH12-BLK-PG-17	1	
Rifles	Hunt Group	MH12	MH12-BLK-PG-23	Black Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 16+2-rds, 23" Barrel, Pistol Grip Stock, 10 Chokes, Black Finish.	49	
Rifles	Hunt Group	MH12	MH12-DRE-FX-14	Distressed Red Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 10+2, 14" Barrel, Fixed Stock, 10 Chokes, Distressed Red Finish.	23	
Rifles	Hunt Group	MH12	MH12-DRE-FX-20	Distressed Red Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 14+2, 20" Barrel, Fixed Stock, 10 Chokes, Distressed Red Finish.	17	
Rifles	Hunt Group	MH12	MH12-DRE-M4-20	Distressed Red Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 14+2-rds, 20" Barrel, M4 Stock, 10 Chokes, Distressed Red Finish.	1	
Rifles	Hunt Group	MH12	MH12-DRE-PG-17	Distressed Red Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 12+2-rds, 17" Barrel, Pistol Grip Stock, 10 Chokes, Distressed Red Finish.	24	
Rifles	Hunt Group	MH12	MH12-DRE-PG-20	Distressed Red Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 14+2-rds, 20" Barrel, Pistol Grip Stock, 10 Chokes, Distressed Red Finish.	4	
Rifles	Hunt Group	MH12	MH12-DRE-PG-23	Distressed Red Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 16+2-rds, 23" Barrel, Pistol Grip Stock, 10 Chokes, Distressed Red Finish.	24	
Rifles	Hunt Group	MH12	MH12-FDE-FX-14	FDE Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 10+2, 14" Barrel, Fixed Stock, 10 Chokes, FDE Finish.	1	
Rifles	Hunt Group	MH12	MH12-FDE-FX-20	FDE Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 14+2, 20" Barrel, Fixed Stock, 10 Chokes, FDE Finish.	21	
Rifles	Hunt Group	MH12	MH12-FDE-M4-14	FDE Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 10+2-rds, 14" Barrel, M4 Stock, 10 Chokes, FDE Finish.	4	
Rifles	Hunt Group	MH12	MH12-FDE-PG-17	FDE Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 12+2-rds, 17" Barrel, Pistol Grip Stock, 10 Chokes, FDE Finish.	16	
Rifles	Hunt Group	MH12	MH12-FDE-PG-23	FDE Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 16+2-rds, 23" Barrel, Pistol Grip Stock, 10 Chokes, FDE Finish.	19	
Rifles	Hunt Group	MH12	MH12-ODG-FX-14	ODG Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 10+2, 14" Barrel, Fixed Stock, 10 Chokes, ODG Finish.	17	
Rifles	Hunt Group	MH12	MH12-ODG-FX-20	ODG Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 14+2, 20" Barrel, Fixed Stock, 10 Chokes, ODG Finish.	20	
Rifles	Hunt Group	MH12	MH12-ODG-PG-17	ODG Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 12+2-rds, 17" Barrel, Pistol Grip Stock, 10 Chokes, ODG Finish.	24	
Rifles	Hunt Group	MH12	MH12-ODG-PG-23	ODG Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 16+2-rds, 23" Barrel, Pistol Grip Stock, 10 Chokes, ODG Finish.	25	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Hunt Group	MH12	MH12-BLK-FX-20	Black Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 14+2, 20" Barrel, Fixed Stock, 10 Chokes, Black Finish.	40	
Rifles	Hunt Group	MH12	MH12-BLK-PG-17	Black Finish.	Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 12+2-rds, 17" Barrel, Pistol Grip Stock, 10 Chokes, Black Finish.	31	
Rifles	Hunt Group	MH-P	MHP12-S145-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 14.5" Barrel, 5 Chokes, Magpul-Style Stock & Forend (Black), Matte Black Finish.	1	
Rifles	Hunt Group	MH-P	MHP12-S145-M4	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 14.5" Barrel, 5 Chokes, M4 Stock & Short Forend (Black), Matte Black Finish.	1	Scuffed Barrel
Rifles	Hunt Group	MH-P	MHP12-S145-PG		HUNT GROUP LTD. CO.:MH-P PUMP-ACTION MAGFED:MHP12-S145-PG	1	
Rifles	Hunt Group	MH-P	MHP12-S185-PG		HUNT GROUP LTD. CO.:MH-P PUMP-ACTION MAGFED:MHP12-S185-PG	1	
Rifles	Hunt Group	MH-P	MHP12-S24-FX		HUNT GROUP LTD. CO.:MH-P PUMP-ACTION MAGFED:MHP12-S24-FX	9	
Rifles	Hunt Group	MH-P	MHP12-S24-PG	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 24" Barrel, 5 Chokes, PISTOL GRIP & Short Forend (Black), Matte Black Finish.	1	
Rifles	Hunt Group	MH-P	MHP12-S28VR-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 28" VR Barrel, 5 Chokes, Magpul-Style Stock & Short Forend (Black), Matte Black Finish.	28	
Rifles	Hunt Group	MH-P	MHP12-W145-BH	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 14.5" Barrel, 5 Chokes, Walnut Birds Head Stock & Short Forend, Matte Black Finish.	17	
Rifles	Hunt Group	MH-P	MHP12-W145-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 14.5" Barrel, 5 Chokes, Fixed Walnut Stock & Short Forend, Matte Black Finish.	12	
Rifles	Hunt Group	MH-P	MHP12-W185-BH	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 18.5" Barrel, 5 Chokes, Walnut Birds Head Stock & Short Forend, Matte Black Finish.	1	
Rifles	Hunt Group	MH-P	MHP12-W185-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 18.5" Barrel, 5 Chokes, Fixed Walnut Stock & Short Forend, Matte Black Finish.	12	1 Show gun
Rifles	Hunt Group	MH-P	MHP12-W24-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 24" Barrel, 5 Chokes, Fixed Walnut Stock & Forend, Matte Black Finish.	51	
Rifles	Hunt Group	MH-P	MHP12-W28VR-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 28" VR Barrel, 5 Chokes, Fixed Walnut Stock & Short Forend, Matte Black Finish.	33	
Rifles	Hunt Group	MH-P	MHP12-S24-FX		HUNT GROUP LTD. CO.:MH-P PUMP-ACTION MAGFED:MHP12-S24-FX	77	
Rifles	Hunt Group	MH-S	MHS12-S185-BH	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 18.5" Barrel, 5 Chokes, Synthetic Birds Head Grip & Forend, Matte Black Finish.	15	
Rifles	Hunt Group	MH-S	MHS12-S185-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 18.5" Barrel, 5 Chokes, Magpul-Style Stock & Forend, Matte Black Finish.	11	No Barrell
Rifles	Hunt Group	MH-S	MHS12-S185-M4	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 18.5" Barrel, 5 Chokes, M4 Stock & Forend, Matte Black Finish.	2	No Stock
Rifles	Hunt Group	MH-S	MHS12-S24-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 24" Barrel, 5 Chokes, Magpul-Style Stock & Forend, Matte Black Finish.	8	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Hunt Group	MH-S	MHS12-S24-PG	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 24" Barrel, 5 Chokes, PISTOL GIRP STOCK, SYNTHETIC Forend, Matte Black Finish.	3	
Rifles	Hunt Group	MH-S	MHS12-S28VR-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 28" VR Barrel, 5 Chokes, Magpul-Style Stock & Forend, Matte Black Finish.	37	
Rifles	Hunt Group	MH-S	MHS12-W185-BH	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 18.5" Barrel, 5 Chokes, Walnut Birds Head Grip & Forend, Matte Black Finish.	6	
Rifles	Hunt Group	MH-S	MHS12-W185-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 18.5" Barrel, 5 Chokes, Fixed Walnut Stock & Forend, Matte Black Finish.	18	1 Show gun
Rifles	Hunt Group	MH-S	MHS12-W24-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 24" Barrel, 5 Chokes, Fixed Walnut Stock & Forend, Matte Black Finish.	16	
Rifles	Hunt Group	MH-S	MHS12-W28VR-FX	Matte Black Finish	Hunt Group, Turkey, Shotgun, MH-S, Semi, 12ga, 3", 2 Mags (2rd; 5rd), 28" VR Barrel, 5 Chokes, Fixed Walnut Stock & Forend, Matte Black Finish.	25	
Rifles	Hunt Group	XO7	XO7-32	Walnut Stock	Hunt Group, Turkey, Shotgun, Over & Under, XO7, 410GA, 3", 2rd, 32" Vent Rib Barrel, Extractor System, 5 Chokes, Walnut Stock & Forend, Black Finish.	1	
Rifles	Hunt Group	XP1	XP1-12W-28	Walnut Stock	Hunt Group, Turkey, Shotgun, XP1, Pump, 12GA, 3", 4+1, 28" Vent Rib Barrel, 5 Chokes, Walnut Stock & Forend.	2	
Rifles	Hunt Group	XP2	XP2-12S-28	Synthetic Stock	Hunt Group, Turkey, Shotgun, XP2, Pump, 12GA, 3", 4+1, 28" Vent Rib Barrel, 5 Chokes, Synthetic Stock, Black Finish.	1	
Rifles	Hunt Group	XS1	XS1-12W-28	Walnut Stock	Hunt Group, Turkey, Shotgun, XS1, Semi, 12GA, 3", 4+1, 28" Vent Rib Barrel, 5 Chokes, Walnut Stock & Forend.	1	
Rifles	Hunt Group	XS2	XS2-12S-28	Synthetic Stock	Hunt Group, Turkey, Shotgun, XS2, Semi, 12GA, 3", 4+1, 28" Vent Rib Barrel, 5 Chokes, Synthetic Stock & Forend.	1	
Rifles	Hunt Group	XI1	XI1-28	Walnut Stock	Hunt Group, Turkey, Shotgun, Side By Side, 12GA, 70/76mm, 2rd Capacity, 28" Barrel (Chromed), Non-Ejector (Extractor) System, 5 Screw-In Chokes, Checkered Walnut Stock & Forend, 4140 Barrel, Steel Receiver, Silver Finish on Receiver, Brass Bead Sight...	3	
Rifles	Istanbul Arms	Impala Plus, Semi, 12ga	IMP120SS32	Synthetic Black Finish	Istanbul Silah, Turkey, Shotgun, Impala Plus, Semi (Inertia), 12ga, 3", 4+1, 32" Vent Rib Barrel, 5 - Invector Plus Chokes, Synthetic, Black Finish.	1	
Rifles	Istanbul Arms	Impala Plus, Semi, 12ga	IMP120WW24S	Walnut Stock	Istanbul Silah, Turkey, Shotgun, Model: IMP120WW24S, Impala Plus, 12GA, 3" (76mm), 4+1 Capacity, 24" Slug Vent Rib Barrel (61cm), Walnut Stock & Forend, Black Receiver, White Bolt, Rubber Recoil Pad, 5 Chokes, Brass Bead Sight, Clamp on Fibre Optic Sig...	10	
Rifles	Istanbul Arms	Impala Plus, Semi, 12ga	IMP120WW32	Walnut Stock	Istanbul Silah, Turkey, Shotgun, Model: IMP120WW28, Impala Plus, 12GA, 3" (76mm), 4+1 Capacity, 32" Vent Rib Barrel (71cm), Walnut Stock & Forend, Black Receiver, White Bolt, Rubber Recoil Pad, 5 Chokes, Brass Bead Sight, Clamp on Fibre Optic Sight, Sh...	1	
Rifles	Knight Rifles	Knight Rifles	MMT707SFG	Forest Green	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT707SFG..FOREST GREEN, STRAIGHT STOCK...50CAL, SS 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT707SNM	Nutmeg, West	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT707SNM..MMT NUTMEG...50CAL, SS 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT707SSG	Straight Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT707SSG..SHADOW GREY, STRAIGHT STOCK...50CAL, 27" SS FLUTED BARREL	2	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT707TFG	Thumbhole Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT707TFG..FOREST GREEN, THUMBHOLE STOCK...50CAL SS, 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT707TSG	Thumbhole Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT707TSG..SHADOW GREY, THUMBHOLE STOCK...50CAL, SS 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT757SFG	Straight Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT757SFG..FOREST GREEN, STRAIGHT STOCK...45CAL, 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT757SNM	Straight Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT757SNM..MMT NUTMEG...45CAL, SS 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT757SSG	Straight Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT757SSG..SHADOW GREY, STRAIGHT STOCK...45CAL, 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT757TFG	Thumbhole Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM #MMT757TFG..FOREST GREEN, THUMBHOLE STOCK...45CAL SS, 27" FLUTED 209 BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT757TNM	Thumbhole Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT757TNM..MMT NUTMEG,THUMBHOLE STOCK STOCK...45CAL, SS 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMT757TSG	Thumbhole Stock	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMT757TSG..SHADOW GREY, THUMBHOLE STOCK...45CAL SS, 27" FLUTED 209 BARREL	3	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE707SFG	Forest Green	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE707SFG..FOREST GREEN, EXTREME...50CAL, SS 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE707SSG	Shadow Grey	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE707SSG..SHADOW GREY, EXTREME ...50CAL, SS 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE707TFG	Forest Green	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE707TFG..FOREST GREEN, EXTREME...50CAL SS, 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE707TNM	Mmt Nutmeg	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE707TNM..MMT NUTMEG...50CAL SS, 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE707TSG	Shadow Grey	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE707TSG..SHADOW GREY, EXTREME...50CAL SS, 27" FLUTED BARREL	4	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE757SFG	Forest Green	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE757SFG..FOREST GREEN, STRAIGHT STOCK...45CAL, 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE757SNM	Mmt Nutmeg	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE757SNM..MMT NUTMEG...45CAL, SS 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE757SSG	Rifle, Shadow	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE757SSG..RIFLE, SHADOW GREY, STRAIGHT STOCK...45CAL, 27" FLUTED BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE757TFG	Forest Green	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE757TFG..FOREST GREEN, EXTREME...45CAL, SS 27" FLUTED BARREL..FPJ	3	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE757TNM	Rifle, Mmt	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTE757TNM..RIFLE, MMT NUTMEG...45CAL, SS 27" FLUTED BARREL	2	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTE757TSG	Shadow Grey	Modern Muzzle Loading Inc., Knight Rifles, USA..ITEM # MMTE757TSG..SHADOW GREY, THUMBHOLE STOCK...45CAL, 27" FLUTED FPJ	3	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTW707TFG	Forest Green	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTW707TFG..FOREST GREEN, THUMBHOLE...50 CAL, WEST	3	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTW707TNM	Nutmeg, West	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTW707TNM..NUTMEG, WEST...50 CAL, SS 27" FLUTED BARREL	1	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MMTW707TSG	Shadow Grey	Modern Muzzle Loading Inc., Knight Rifles, USA...ITEM # MMTW707TSG..SHADOW GREY, THUMBHOLE...50 CAL, WEST	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MULE704B	The Ultra	Modern Muzzle Loading Inc., Knight Rifles, USA, ..MODEL # MULE704B..THE ULTRA-LITE SERIES..MOUNTAINEER, ULTRA-LITE...50 CAL, BLACK SS 24" BARREL	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MULE704T	The Ultra	Modern Muzzle Loading Inc., Knight Rifles, USA, ..MODEL # MULE704T..THE ULTRA-LITE SERIES..MOUNTAINEER, ULTRA-LITE...50 CAL, TAN SS 24" BARREL	1	
Rifles	Knight Rifles	Knight Muzzle	MBH706C	Composite, 50Cal, 26" Barrel, 1:28" Twist, Timney	Knight Rifles, USA, Bighorn..ITEM # MBH706C..Composite, 50Cal, 26" Barrel, 1:28" Twist, Timney Trigger, Straight Stock, Full Plastic Jacket.	7	
Rifles	Knight Rifles	Knight Muzzle	MBH706SXT	Barrel, 1:28" Twist	Knight Rifles, USA, Bighorn Realtree XTRA, ITEM # MBH706SXT..50Cal, 26" Barrel, 1:28" Twist, Timney Trigger, Straight Stock, Full Plastic Jacket.	6	
Rifles	Knight Rifles	Knight Muzzle	MBH726SXT	Trigger, Straight	Knight Rifles, USA, Bighorn Realtree XTRA, 52Cal, 26" Barrel, 1:26" Twist, Timney Trigger, Straight Stock, Full Plastic Jacket.	4	
Rifles	Knight Rifles	Knight Muzzle	MBHW706C	Composite	Knight Rifles, USA, Straight Westerns, Bighorn St West..ITEM # MBHW706C..Composite, 50Cal, 26" Barrel, 1:28" Twist, Timney Trigger, Straight Stock.	3	
Rifles	Knight Rifles	Knight Muzzle	MBHW706SMX	Realtree Max1, 50Cal	Knight Rifles, USA, Straight Westerns, Bighorn ..ITEM # MBHW706SMX..Realtree MAX1, 50Cal, 26" Barrel, 1:28" Twist, Timney Trigger, Straight Stock.	2	
Rifles	Knight Rifles	Knight Muzzle	MBH706TXT	Realtree Xtra	Knight Rifles, USA, Thumbhole Full Plastic Jacket, MBH706TXT, Bighorn Realtree XTRA, 50Cal, 26" 416 Stainless Barrel, 1:28" Twist, Timney Trigger, Thumbhole Stock.	4	
Rifles	Knight Rifles	Knight Muzzle	MBH726TXT	Realtree	Knight Rifles, USA, Thumbhole Full Plastic Jacket, Bighorn..ITEM # MBH726TXT..Realtree XTRA, 52Cal, 26" 416 Stainless Barrel, 1:26" Twist, Timney Trigger, Thumbhole Stock.	7	
Rifles	Knight Rifles	Knight Muzzle	MBHW706TMX	Realtree Max1, 50Cal	Knight Rifles, USA, Thumbhole Westerns, Bighorn ..ITEM # MBHW706TMX..Realtree MAX1, 50Cal, 25" 416 Stainless Barrel, 1:28" Twist, Timney Trigger, Thumbhole Stock.	2	
Rifles	Knight Rifles	Knight Muzzle	MBHW726TMX	Realtree Max1, 52Cal	Knight Rifles, USA, Thumbhole Westerns, Bighorn..ITEM # MBHW726TMX..Realtree MAX1, 52Cal, 25" 416 Stainless Barrel, 1:26" Twist, Timney Trigger, Thumbhole Stock.	3	
Rifles	Knight Rifles	Knight Muzzle	MLH702C	Cal, 22" 416 Stainless	Knight Rifles, USA, Full Plastic Jackets, MLH702C, Littlehorn Composite, 50Cal, 22" 416 Stainless Barrel, 1:28" Twist, Timney Trigger, Youth Stock.	5	
Rifles	Knight Rifles	Knight Muzzle	MLH702SP	50Cal	Knight Rifles, USA, Full Plastic Jackets, Littlehorn RT Pink..ITEM # MLH702SP..50Cal, 22" 416 Stainless Barrel, 1:28" Twist, Timney Trigger, Youth Stock.	5	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Knight Rifles	Knight Muzzle	MLH702SW	Skull Workz	Knight Rifles, USA, Full Plastic Jackets, Littlehorn..ITEM # MLH702SW..Skull Workz, 50Cal, 22" 416 Stainless Barrel, 1:28" Twist, Timney Trigger, Youth Stock.	4	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MTK2000SXG	The Tk	Modern Muzzle Loading Inc., Knight Rifles, USA, ..MODEL # TK2000SXG..The TK2000 12 GA. SHOTGUN..STRAIGHT STOCK, REALTREE X - GREEN	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MTK2000TXG	The Tk	Modern Muzzle Loading Inc., Knight Rifles, USA, ..Model TK2000TXG..The TK2000 12 GA. SHOTGUN..THUMBHOLE STOCK, REALTREE XG	2	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MKVE04XT	Break Action	Modern Muzzle Loading Inc., Knight Rifles, USA, The VISION RIFLE BREAK ACTION Series. ITEM # MKVE04XT..This muzzleloader's handcrafted alloy Green Mountain barrel sees to it that the Knight Vision has you hitting your bullseye. The fact that this Amer...	8	
Rifles	Knight Rifles	Modern Muzzle Loading Inc.	MKVV04MX	Break Action	Modern Muzzle Loading Inc., Knight Rifles, USA, The VISION RIFLE BREAK ACTION Series. ITEM # MKVV04MX..This muzzleloader's handcrafted alloy Green Mountain barrel sees to it that the Knight Vision has you hitting your bullseye. The fact that this Amer...	11	
Rifles	Lazer Arms	GUARDIAN TS	LA-GUA-TS	Synthetic Stock	Lazer Arms, Turkey, Shotgun, GUARDIAN TS, Pump, 12ga, 3", 4+1, 14" Barrel, 5 Chokes, Synthetic Stock & Forend, Black Finish.	3	2 Show guns
Rifles	Lazer Arms	GUARDIAN TW	LA-GUA-TW	Pump, 12Ga	Lazer Arms, Turkey, Shotgun, GUARDIAN TW Black Receiver & Barrel, Pump, 12ga, 3", 4+1, 14" Barrel, 5 Chokes..Walnut Stock & Forend.	3	
Rifles	Lazer Arms	12ga	LA-XR410-20-BLK		12 Gauge	2	All show guns
Rifles	Lazer Arms	12ga	LA-XR410-20-BLK		20 Gauge	1	Show gun
Rifles	Lazer Arms	XR410	LA-XR410-20-DIS-FDE	Distressed FDE Finish	Lazer Arms, Turkey, Shotgun, XR410, Revolver Action, 410ga, 3", 5rd, 20" Barrel, 5 Chokes, 2-Plugs, Distressed FDE Finish.	1	
Rifles	Lazer Arms	XR410	LA-XR410-20-DIS-TIT	Distressed Titanium Finish	Lazer Arms, Turkey, Shotgun, XR410, Revolver Action, 410ga, 3", 5rd, 20" Barrel, 5 Chokes, 2-Plugs, Distressed Titanium Finish.	1	
Rifles	Lazer Arms	XR410	LA-XR410-20-W	Walnut Stock	Lazer Arms, Turkey, Shotgun, XR410, Revolver Action, 410ga, 3", 5rd, 20" Barrel, 5 Chokes, 2-Plugs, Walnut Stock & Forend.	47	35 are missing stock
Rifles	Lazer Arms	XR410	LA-XR410-22-W	Walnut Stock	Lazer Arms, Turkey, Shotgun, XR410, Revolver Action, 410ga, 3", 5rd, 22" Barrel, 5 Chokes, 2-Plugs, Walnut Stock & Forend.	3	
Rifles	Lazer Arms	XR410	LA-XR410-24-W	Walnut Stock	Lazer Arms, Turkey, Shotgun, XR410, Revolver Action, 410ga, 3", 5rd, 24" Barrel, 5 Chokes, 2-Plugs, Walnut Stock & Forend.	34	15 are missing stock
Rifles	Lazer Arms	XR410	LA-XR410-28-W	Walnut Stock	Lazer Arms, Turkey, Shotgun, XR410, Revolver Action, 410ga, 3", 5rd, 28" Barrel, 5 Chokes, 2-Plugs, Walnut Stock & Forend.	17	1 Damaged gun, 2 are missing stock
Rifles	Lazer Arms	LZRG10	LA-XS11-W12MA	G-10, 12Ga	Lazer Arms (Hassas Makina; Amorok), Turkey, Shotgun, Semi-Auto, LZRG10, G-10, 12GA, 3" (76mm), 4+1 Capacity, 20" (51cm) Vent Rib Barrel (Drilled 4140), Aluminum Receiver (7075), Marine Finish, Checkered Turkish Walnut Stock, Recoil Pad, Sling Swivels, ...	2	
Rifles	Lazer Arms	XT15	LA-XT15-WE-20	Walnut, silver	Lazer Arms, Turkey, Shotgun, XT15, 1-Shot, 28ga, 3", 20" Vent Rib Barrel, Exposed Hammer, Walnut, Silver.	5	
Rifles	Lazer Arms	XT16	LA-XT16-WH-28	Walnut, silver	Lazer Arms, Turkey, Shotgun, XT16, 1-Shot, 28ga, 3", 28" Vent Rib Barrel, Hammerless, Walnut, Silver.	8	
Rifles	Lazer Arms	XT17	LA-XT17-SE-28	Synthetic, black	Lazer Arms, Turkey, Shotgun, XT17, 1-Shot, 28ga, 3", 28" Vent Rib Barrel, Exposed Hammer, Synthetic, Black.	5	
Rifles	Lazer Arms	XT18	LA-XT18 14	14" single barrel, hammerless	Lazer Arms, Turkey, Shotgun, XT18, 1 shot, 28ga, 14" single barrel, hammerless	8	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Lazer Arms	LZRHK-15	LA-HK15-A12BLK	Black Finish, 5 extern..	Lazer Arms (Hassas Makina; Amorok), Turkey, Shotgun, Vertical Magazine, LZRHK-15, HK-15, 12GA, 3" (76mm) Chamber, 5rd Capacity, 20" (51cm) Barrel (4140 Steel, Drilled), 7075 T6 Aluminum Upper & Lower Receiver, Aluminum Handguard, Black Finish, 5 Extern...	10	
Rifles	Lazer Arms	LZRHK-20	LA-HK15-P12BLK	Black Finish, 5 externa..	Lazer Arms (Hassas Makina; Amorok), Turkey, Shotgun, Vertical Magazine, LZRHK-20, HK-20, 12GA, 3" (76mm) Chamber, 5rd Capacity, 20" (51cm) Barrel (4140 Steel, Drilled), 7075 T6 Aluminum Upper & Lower Receiver, Polymer Handguard, Black Finish, 5 Externa...	10	
Rifles	Lazer Arms	LZRHK-23	LA-HK15-P12MAR	Polymer Handguard, black finish with marin..	Lazer Arms (Hassas Makina; Amorok), Turkey, Shotgun, Vertical Magazine, LZRHK-23, HK-23, 12GA, 3" (76mm) Chamber, 5rd Capacity, 20" (51cm) Barrel (4140 Steel, Drilled), 7075 T6 Aluminum Upper & Lower Receiver, Polymer Handguard, Black Finish with Marin...	4	
Rifles	Lithgow Arms	LA101	LA101-17H-L-PBT	Black	RIFLE .17HMR , LH , POLYMER , THREADED , BLACK , LA101	2	
Rifles	Lithgow Arms	LA101	LA101-17H-L-PTT	Titanium	RIFLE .17HMR , LH , POLYMER , THREADED , TITANIUM , LA101	1	
Rifles	Lithgow Arms	LA101	LA101-22W-R-LBT	Black	RIFLE .22WMR , RH , LAMINATE (BROWN) , THREADED , BLACK , LA101	2	
Rifles	Lithgow Arms	LA101	LA101-22W-R-PTT	Titanium	RIFLE .22WMR , RH , POLYMER , THREADED , TITANIUM , LA101	9	
Rifles	Lithgow Arms	LA101	LA101-22W-R-WBT	Black	RIFLE .22WMR , RH , WALNUT , THREADED , BLACK , LA101	8	
Rifles	Lithgow Arms	LA101	LA101-22W-R-WTT	Titanium	RIFLE .22WMR , RH , WALNUT , THREADED , TITANIUM , LA101	3	
Rifles	Lithgow Arms	LA102	LA102-223-R-LBT	Laminate Stock, Black	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 223, 4rd, 22" Threaded Barrel, Laminate Stock, Black Finish.	8	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-223-R-LTT	Laminate Stock, Titanium	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 223, 4rd, 22" Threaded Barrel, Laminate Stock, Titanium Finish.	11	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-223-R-PBT	Polymer Stock, Black	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 223, 4rd, 22" Threaded Barrel, Polymer Stock, Black Finish.	11	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-223-R-PTT	Polymer Stock, Titanium	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 223, 4rd, 22" Threaded Barrel, Polymer Stock, Titanium Finish.	11	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-223-R-WBT	Walnut Stock, Black	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 223, 4rd, 22" Threaded Barrel, Walnut Stock, Black Finish.	13	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-223-R-WTT	Walnut Stock, Titanium	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 223, 4rd, 22" Threaded Barrel, Walnut Stock, Titanium Finish.	11	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-243-R-LBT	Laminate Stock, Black	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 243, 3rd, 22" Threaded Barrel, Laminate Stock, Black Finish.	5	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-243-R-LTT	Laminate Stock, Titanium	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 243, 3rd, 22" Threaded Barrel, Laminate Stock, Titanium Finish.	5	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-243-R-PBT	Polymer Stock, Black	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 243, 3rd, 22" Threaded Barrel, Polymer Stock, Black Finish.	8	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-243-R-PTT	Polymer Stock, Titanium	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 243, 3rd, 22" Threaded Barrel, Polymer Stock, Titanium Finish.	5	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-243-R-WBT	Walnut Stock, Black	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 243, 3rd, 22" Threaded Barrel, Walnut Stock, Black Finish.	6	All are defective guns

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Lithgow Arms	LA102	LA102-243-R-WTT	Walnut Stock, Titanium	Lithgow Arms, LA102 Crossfire Rifle, Bolt Action (SA), Right Hand, 243, 3rd, 22" Threaded Barrel, Walnut Stock, Titanium Finish.	4	All are defective guns
Rifles	Lithgow Arms	LA102	LA102-308-R-WBT	Walnut Stock, Black	Lithgow Arms, LA102 Crossfire Rifle, Part #37004-2CS2, Bolt Action (SA), Right Hand, 308, 3rd, 22" Threaded Barrel, Walnut Stock, Black Finish.	3	
Rifles	PARS ARMS	X5 Arsenal	AR12T-X5ARSENAL-GRY-CRS	Grey	PARS ARMS: AR12T-X5ARSENAL-GRY-CRS	1	Show gun
Rifles	Radelli	Gatekeeper, Pump, 12ga	PX110-GATEKEEPER	Shotgun	Radelli, Turkey, Shotgun, Gatekeeper, Pump, 12ga, 3", 4+1, 15" Barrel, 5 Chokes, Black Finish with Walnut Stock & Forend.	35	All are defective guns
Rifles	Radelli	Gatekeeper, Pump, 12ga	PX111-GATEKEEPER	Shotgun	Radelli, Turkey, Shotgun, Gatekeeper, Pump, 12ga, 3", 4+1, 15" Barrel, 5 Chokes, Marine Finish with Walnut Stock & Forend.	35	1 show gun, 34 are defective
Rifles	Yagan	12ga	PX210-SA-STGN	Shotgun	Yagan Silah, Radelli International, Turkey, Shotgun, Semi-Auto, 12ga, 3", 5rd. Non-Restricted in Canada.	4	
Rifles	Ranger	Bullpup	FOREVER-1	Shotgun	RANGER SILAH:NON-RESTRICTED BULLPUP: FOREVER-1	2	All show guns
Rifles	Ranger	Bullpup	RS-BP-20-BLK-20	Black	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, Black, Non-Restricted.	1	
Rifles	Ranger	Bullpup	RS-BP-20-BLK-DIS-20		RANGER SILAH:NON-RESTRICTED BULLPUP:RS-BP-20-BLK-DIS-20	1	
Rifles	Ranger	Bullpup	RS-BP-20-BRO-20	Bronze Finish	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, Bronze Finish, Non-Restricted.	3	
Rifles	Ranger	Bullpup	RS-BP-20-BRO-CRS-20	Bronze Camo Finish	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, Bronze Camo Finish, Non-Restricted.	2	
Rifles	Ranger	Bullpup	RS-BP-20-BRO-DIS-20	Distressed Bronze Finish	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, Distressed Bronze Finish, Non-Restricted.	20	
Rifles	Ranger	Bullpup	RS-BP-20-FDE-20	FDE/Tan	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, FDE/Tan, Non-Restricted.	19	1 Show gun
Rifles	Ranger	Bullpup	RS-BP-20-GRE-DIS-20	Distressed GREY Finish	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, Distressed GREY Finish, Non-Restricted.	29	
Rifles	Ranger	Bullpup	RS-BP-20-ODG-20	OD GREEN Finish	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, OD GREEN Finish, Non-Restricted.	21	
Rifles	Ranger	Bullpup	RS-BP-20-ODG-DIS-20	Distressed OD GREEN Finish	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, Distressed OD GREEN Finish, Non-Restricted.	21	
Rifles	Ranger	Bullpup	RS-BP-20-RED-DIS-20	Distressed RED Finish	Ranger, Turkey, Shotgun, Bullpup, Semi-Auto, 20GA, 3", 2-5rd Mags, 1-2 rd Magazine, 20" Barrel, 5 Chokes, Distressed RED Finish, Non-Restricted.	20	1 Show gun
Rifles	Ranger	XT3	AD-XT3-2TO-20	Camo & Black Finish	Ranger, Turkey, XT3 Realtree MAX-5 Camo (Half), Shotgun, Semi, 410ga, 3", 1-5rd Mag, 1-2rd Mag, 20" Barrel, 3 Chokes, Woodland Camo & Black Finish.	10	2 Show guns
Rifles	Ranger	XT3	AD-XT3-2TO-26	Camo & Black Finish	Ranger, Turkey, XT3 Realtree MAX-5 Camo (Half), Shotgun, Semi, 410ga, 3", 1-5rd Mag, 1-2rd Mag, 26" Barrel, 3 Chokes, Woodland Camo & Black Finish.	16	
Rifles	Ranger	XT3	AD-XT3-CLA-20	Chokes, Black Finish	Ranger, Turkey, XT3 Classic, Shotgun, Semi, 410ga, 3", 1-5rd Mag, 1-2rd Mag, 20" Barrel, 3 Chokes, Black Finish.	1	1 Show gun
Rifles	Ranger	XT3	AD-XT3-CLA-26	Chokes, Black Finish	Ranger, Turkey, XT3 Classic, Shotgun, Semi, 410ga, 3", 1-5rd Mag, 1-2rd Mag, 26" Barrel, 3 Chokes, Black Finish.	10	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Ranger	XT3	AD-XT3-MAR-26	Silver & Black Finish	Ranger, Turkey, XT3 Marin, Shotgun, Semi, 410ga, 3", 1-5rd Mag, 1-2rd Mag, 26" Barrel, 3 Chokes, Silver & Black Finish.	6	
Rifles	Ranger	XT3	AD-XT3-TAC-20	Hider, Black Finish	Ranger, XT3 Tactical, Shotgun, Semi, 410ga, 3", 1-5rd Mag, 1-2rd Mag, 20" Barrel, 3 Chokes, Screw-In Flash Hider, Black Finish.	13	
Rifles	SULUN	Lever Action 410	SA-SL121	Shotgun	SULUN ARMS, Turkey, Lever Action 410 Shotgun. 4 + 1 rd capacity, 51 cm / 20" Barrel, 5 Mobile Chokes, Non Restricted	2	2 Show guns
Rifles	SULUN	SR-121	SA-SR121	Shotgun	SULUN ARMS, Turkey, SR-121 Revolver Action 410 Shotgun. 5 rd cylinder, 51 cm / 20" Barrel, 5 Mobile Chokes, Non Restricted	2	2 Show guns
Rifles	Sulun	SG109	SA-SG109	Shotgun	Sulun Arms, Turkey, Shotgun, Model: SG109, 12ga, 3" (76mm) Chamber, Semi-Auto, 20" Barrel (51cm; 4140 Steel; Drilled; Chrome-Lined), 2-5rd Magazines, 5 Screw In Mobil Chokes (F,IM,M,IC,SK), 5 Screw In Extended Mobil Chokes (F,IM,M,IC,SK), Adjustable M4...	2	1 Show gun
Rifles	Sulun	TAC-12SP	SA-TAC12SP	Shotgun	Sulun Arms, Turkey, Shotgun, TAC-12SP, 12ga, 3", Semi, 18.5" Barrel, 4+1, 5 Screw In Mobil Chokes (F,IM,M,IC,SK), Adjustable M4 Stock, Ghost Ring Rear Sight, Picatinny Top Rail, Black Finish, Polymer Case.....** ADVANCED BUNDLE INCLUDES:..5 Screw In Ext...	518	All defective guns (includes new shipment that are unopened in blue wrapping)
Rifles	Erma	Model M1	TW-SR-EW-M1	Rifle	Erma Werke, Model M1, Rifle, Semi-Auto, 22LR, 5-25rd Capacity, Non-Restricted, Surplus/Used.	2	
Rifles	FRANCHI	Semi Auto 12ga	TW-SR-SK-00001	Shotgun	FRANCHI BLACK MAGIC SHOTGUN - SEMI AUTO, 12 GA, 28" NON RESTRICTED	1	
Rifles	Tigris	XAR-1	TA-XAR1-GB-OR	Mags, 19" Barrel	Tigris Arms, Turkey, Tigris Arms, XAR-1, Semi, 12ga, 3", 2-5rd Box Mags, 19" Barrel, 5 Chokes, Compensator, Accessory Kit, Graphite Black & Orange Cerakote Finish.	1	1 Show gun
Rifles	Tigris	XAR-2	TA-XAR2-TU-BL	Barrel, 5 Chokes	Tigris Arms, Turkey, Shotgun, XAR-2, Semi, 12ga, 3", 2-5rd Box Mags, 19" Barrel, 5 Chokes, Compensator, Accessory Kit, Tungsten & Blue Cerakote Finish.	1	1 Show gun
Rifles	Tigris	XAR-4	TA-XAR4-GB-BL	Barrel, 5 Chokes	Tigris Arms, Turkey, Shotgun, XAR-4, Semi, 12ga, 3", 2-5rd Box Mags, 19" Barrel, 5 Chokes, Compensator, Accessory Kit, Graphite Black & Blue Cerakote Finish.	1	1 Show gun
Rifles	Tigris	XAR-5	TA-XAR5-TI-BL	Barrel, 5 Chokes	Tigris Arms, Turkey, Shotgun, XAR-5, Semi, 12ga, 3", 2-5rd Box Mags, 19" Barrel, 5 Chokes, Compensator, Accessory Kit, Titanium & Blue Cerakote Finish.	1	1 Show gun
Rifles	Tigris	XAR-6	TA-XAR6-TI-RD	Barrel, 5 Chokes	Tigris Arms, Turkey, Shotgun, XAR-6, Semi, 12ga, 3", 2-5rd Box Mags, 19" Barrel, 5 Chokes, Compensator, Accessory Kit, Titanium & Red Cerakote Finish.	1	1 Show gun
Rifles	TNW Firearms Inc	ASR	ASR-22-BLACK	Rifle, Black Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 22LR, 5rd Capacity, Black Finish, Non-Restricted in Canada.	18	
Rifles	TNW Firearms Inc	ASR	ASR-22-DRKEAR	Rifle, Dark Earth Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 22LR, 10rd Capacity, 18.6" Barrel, Dark Earth Finish, Non-Restricted in Canada.	1	
Rifles	TNW Firearms Inc	ASR	ASR-357-BLACK	Rifle, Black Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 357SIG, 10rd Capacity, 18.6" Barrel, Black Finish, Non-Restricted in Canada.	1	(No Mag, Barrel Corroded)
Rifles	TNW Firearms Inc	ASR	ASR-40-AERO-GRY-ET	Rifle, Grey Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 40S&W, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Aero Grey Finish, Non-Restricted in Canada.	9	
Rifles	TNW Firearms Inc	ASR	ASR-40-BLACK-ET	Rifle, Redesigned Pistol Grip. Black Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 40S&W, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Black Finish, Non-Restricted in Canada	1	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	TNW Firearms Inc	ASR	ASR-40-BLACK-ET-LH	Rifle, Black Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 40S&W, Left Hand Charge & Eject, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Black Finish, Non-Restricted in Canada.	4	
Rifles	TNW Firearms Inc	ASR	ASR-40-DRKEAR-ET	Rifle, Redesigned Pistol Grip. Dark Earth Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 40S&W, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Dark Earth Finish, Non-Restricted in Canada.	1	
Rifles	TNW Firearms Inc	ASR	ASR-40-ODGRN-ET	Rifle, Redesigned Pistol Grip. OD Green Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 40S&W, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. OD Green Finish, Non-Restricted in Canada.	1	
Rifles	TNW Firearms Inc	ASR	ASR-45-AERO-GRY-ET	Rifle, Redesigned Pistol Grip. Aero Grey Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 45ACP, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Aero Grey Finish, Non-Restricted in Canada.	2	
Rifles	TNW Firearms Inc	ASR	ASR-45-BLACK-ET-LH	Rifle, Black Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 45ACP, Left Hand Charge & Eject, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Black Finish, Non-Restricted in Canada.	2	
Rifles	TNW Firearms Inc	ASR	ASR-460-BLACK-ET	Rifle, Black Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 460 Rowland, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Black Finish, Non-Restricted in Canada.	3	
Rifles	TNW Firearms Inc	ASR	ASR-460-ODGRN-ET	Rifle, Redesigned Pistol Grip. OD Green Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 460 Rowland, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. OD Green Finish, Non-Restricted in Canada.	2	
Rifles	TNW Firearms Inc	ASR	ASR-9-AERO-GRY-ET	Rifle, Redesigned Pistol Grip. Aero Grey Finish	TNW Firearms Inc., USA, Rifle, Model: ASR (Aero Survival Rifle), Semi-Auto, 9mm, 10rd Capacity, 18.6" Barrel, Enhanced Trigger System, Redesigned Pistol Grip. Aero Grey Finish, Non-Restricted in Canada.	2	
Rifles	Typhoon Defence	F12 MAXI	TD-F12-MX-BL	Black Anodized & Cerakote	Typhoon Defence, Shotgun, F12 MAXI Black, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, Aluminum Upper & Lower, F12 Lux Case & Accessory Kit, Black Anodized & Cerakote.	1	
Rifles	Typhoon Defence	F12	TD-F12-BRO	Bronze Cerakote	Typhoon Defence, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, F12 Delux Accesory Kit, Bronze Cerakote.	3	
Rifles	Typhoon Defence	F12	TD-F12-DIS-RED	Aluminum Upper & Lower Receiver (7075 T6 Alu...	Typhoon Defence, Ozerbas Makine, Turkey, Shotgun, F12, Semi-Auto, 12GA, 3" (70/76mm), 3 Magazines (1-2rd, 2-5rd), 18.5" Barrel (47cm, Drilled 4140 Steel, Chrome Lined), 5-Thread-On Chokes (F, IM, M, IC, S), Aluminum Upper & Lower Receiver (7075 T6 Alu...	2	
Rifles	Typhoon Defence	F12	TD-F12-DIS-TIT	Aluminum Upper & Lower Receiver (7075 T6 Alu...	Typhoon Defence, Ozerbas Makine, Turkey, Shotgun, F12, Semi-Auto, 12GA, 3" (70/76mm), 3 Magazines (1-2rd, 2-5rd), 18.5" Barrel (47cm, Drilled 4140 Steel, Chrome Lined), 5-Thread-On Chokes (F, IM, M, IC, S), Aluminum Upper & Lower Receiver (7075 T6 Alu...	1	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Typhoon Defence	F12	TD-F12-FDE	FDE Cerakote	Typhoon Defence, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, F12 Delux Accessory Kit, FDE Cerakote.	1	
Rifles	Typhoon Defence	F12	TD-F12-TIT-CRS	Cryptic Camo Cerakote	Typhoon Defence, Shotgun, F12 Titan-CRS, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Aluminum Upper & Lower, F12 Lux Case 7 Accessory Kit, Cryptic Camo Cerakote.	1	
Rifles	Typhoon Defence	F12 MAXI	TD-F12M-MX-GRE	Grey Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 MAXI, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Grey Cerakote Finish.	1	
Rifles	Typhoon Defence	F12 MAXI	TD-F12M-MX-ODG	ODG Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 MAXI, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, ODG Cerakote Finish.	1	
Rifles	Typhoon Defence	F12 MAXI	TD-F12M-MX-PUMA	PUMA (Black & Red) Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 MAXI, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, PUMA (Black & Red) Cerakote Finish.	2	
Rifles	Typhoon Defence	F12 MAXI	TD-F12M-MX-TIT	Titanium Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 MAXI, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Titanium Cerakote Finish.	2	
Rifles	Typhoon Defence	F12 SPORT	TD-F12M-SP-BLK	Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 SPORT, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Black Cerakote Finish.	3	
Rifles	Typhoon Defence	F12 SPORT	TD-F12M-SP-CDN1	The Canadian Loyalist (Light) Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 SPORT, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, The Canadian Loyalist (Light) Cerakote Finish.	5	
Rifles	Typhoon Defence	F12 SPORT	TD-F12M-SP-CDN2	The Canadian Patriot (Dark) receiver Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 SPORT, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, The Canadian Patriot (Dark) receiver Cerakote Finish.	3	
Rifles	Typhoon Defence	F12 SPORT	TD-F12M-SP-GRE	Grey Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 SPORT, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Grey Cerakote Finish.	2	
Rifles	Typhoon Defence	F12 SPORT	TD-F12M-SP-GRE-DIS	Distressed Grey Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 SPORT, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Distressed Grey Cerakote Finish.	2	
Rifles	Typhoon Defence	F12 PUMA SPORT	TD-F12M-SP-PUMA	Black Cerakote w/ Red Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 PUMA SPORT, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Black Cerakote w/ Red Cerakote Finish.	3	
Rifles	Typhoon Defence	F12	TD-F12M-BLK	Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Black Cerakote Finish.	2	
Rifles	Typhoon Defence	F12	TD-F12M-BLK-DIS	Distressed Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Distressed Black Cerakote Finish.	3	

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Typhoon Defence	F12	TD-F12M-BRO-DIS	Distressed Bronze Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Distressed Bronze Cerakote Finish.	2	
Rifles	Typhoon Defence	F12	TD-F12M-FDE-CRS	FDE-CRS Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5-Screw-In Chokes, Accessory Kit, FDE-CRS Cerakote Finish.	1	
Rifles	Typhoon Defence	F12	TD-F12M-GRE	Grey Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Grey Cerakote Finish.	2	
Rifles	Typhoon Defence	F12	TD-F12M-GRE-DIS	Distressed Grey Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Distressed Grey Cerakote Finish.	2	
Rifles	Typhoon Defence	F12	TD-F12M-MAX5	Realtree MAX-5 Camo Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Realtree MAX-5 Camo Finish.	3	
Rifles	Typhoon Defence	F12	TD-F12M-ODG-DIS	Distressed ODG Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Distressed ODG Cerakote Finish.	3	
Rifles	Typhoon Defence	F12	TD-F12M-RED-DIS	Distressed Red Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Distressed Red Cerakote Finish.	1	
Rifles	Typhoon Defence	F12	TD-F12M-WHI-DIS	Distressed White Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Distressed White Cerakote Finish.	3	
Rifles	Typhoon Defence	F12	TD-F12M-RED-CRS	RED-CRS Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5-Screw-In Chokes, Accessory Kit, RED-CRS Cerakote Finish.	1	
Rifles	Typhoon Defence	F12 MAXI	TD-F12M-MX-BRO	Bronze Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12 MAXI, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Bronze Cerakote Finish.	1	
Rifles	Typhoon Defence	F12	TD-F12M-TIT	Titanium Cerakote Finish	Typhoon Defence, Turkey, Shotgun, F12, Semi, 12GA, 3", 3 Mags (1-2rd, 2-5rd), 18.5" Barrel, 5 Chokes, Accessory Kit, Titanium Cerakote Finish.	1	
Rifles	Typhoon Defence	P12	TDP12-BH-145-BLK-SEAL	Black Finish	TYPHOON DEFENCE:PUMP SHOTGUNS:TDP12-BH-145-BLK-SEAL	1	
Rifles	Typhoon Defence	TDP12 DELTA	TDP12-FX-185-BLK	Black finish	Typhoon Defence, Turkey, Shotgun, TDP12 DELTA, Pump, 12ga, 3", 6+1 Capacity, 18.5" Barrel, 5 Chokes, Fixed Black Stock & Forend, Black finish.	1	1 Show gun
Rifles	Typhoon Defence	TDP12 DELTA	TDP12-FX-185-FDE	Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, TDP12 DELTA, Pump, 12ga, 3", 6+1, 18.5" Barrel, 5 Chokes, Magpul-Style Stock & Forend (FDE), Black Cerakote Finish.	1	1 Show gun
Rifles	Typhoon Defence	TDP12 FORCE	TDP12-SN-185-BLK	Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, TDP12 FORCE, Pump, 12ga, 3", 6+1, 18.5" Barrel, 5 Chokes, Sniper Stock & Forend (Black), Black Cerakote Finish.	1	1 Show gun
Rifles	Typhoon Defence	TDS12 HORNET	TDS12-FX-185-BLK	Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, TDS12 HORNET, Semi, 12ga, 3", 4+1, 18.5" Barrel, 5 Chokes, Magpul-Style Stock & Forend (Black), Textured Fixed Forend (Black, with Lower Rail), Black Cerakote Finish.	3	All are show guns

SCHEDULE 4							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Rifles	Typhoon Defence	TDS12 STINGER	TDS12-M4-185-BLK	Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, TDS12 STINGER, Semi, 12ga, 3", 4+1, 18.5" Barrel, 5 Chokes, M4 Stock & Forend (Black), Black Cerakote Finish.	2	All are show guns
Rifles	Typhoon Defence	TDS12 WASP	TDS12-SN-185-BLK	Black Cerakote Finish	Typhoon Defence, Turkey, Shotgun, TDS12 WASP, Semi, 12ga, 3", 4+1, 18.5" Barrel, 5 Chokes, Sniper Stock & Forend (Black), Black Cerakote Finish.	1	1 Show gun
Rifles	Uzkon Arms	Single Shot	ZK-13	Shotgun	UZZKON ARMS LTD., SHOTGUNS:SINGLE SHOT:ZK-13	3	All show guns
Rifles	Yagan Silah	Yagan Silah, (Ridelli) Turkey, Shotgun, Model	PX110	Black Finish	Yagan Silah, Turkey, Shotgun, Model: PX110, Pump Action, 12ga, 3" (76mm) Chamber, 4+1 Capacity, 15" (38cm) Barrel Length, 5 Screw-In Chokes (F,IM,M,IC,SK), Screw-in Flash Hider, Aluminum Picatinny Rail System, Turkish Walnut Birds Head Stock AND Fixed Walnut Stock and Short Forend (Checkered), Black Finish on Receiver/Barrel/Rail, Manual, <u>Non-Restricted in Canada.</u>	500	Unopened skids of Ridelli guns (100 boxes with 5 guns in each box)
Rifles	Yagan Silah	Yagan Silah, (Ridelli) Turkey, Shotgun, Model	PX111	Marine Finish	Yagan Silah, Turkey, Shotgun, Model: PX111, Pump Action, 12ga, 3" (76mm) Chamber, 4+1 Capacity, 15" (38cm) Barrel Length, 5 Screw-In Chokes (F,IM,M,IC,SK), Screw-in Flash Hider, Aluminum Picatinny Rail System, Turkish Walnut Birds Head Stock AND Fixed Walnut Stock and Short Forend (Checkered), Marine (silver/chrome) Finish on Receiver/Barrel/Rail, Manual, <u>Non-Restricted in Canada.</u>	500	Unopened skids of Ridelli guns (100 boxes with 5 guns in each box)

SCHEDULE 5							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Surplus Handgun	Beretta	Model 71	TW-SP-BM71-152	Handgun	Beretta, Model 71, 152mm Barrel, 22LR, 1-8rd Mag	56	
Surplus Handgun	Beretta	Model 74	TW-SP-BM74-FRM	Handgun	Beretta, Model 74, ** FRAME ONLY ** 22LR, 10rd, Semi-Auto. Box, Manual, Magazine. Surplus/Used.	1	
Surplus Handgun	Beretta	Model 948	TW-SP-BM948-152	Handgun	Beretta, Model 948, 22LR, 7rd, Semi-Auto. Box, Manual, Magazine. Surplus/Used.	1	
Surplus Handgun	Colt	Huntsman, 22LR	TW-SP-CH114	Handgun	Surplus: Colt, Huntsman, 22LR, 114mm Barrel, 1-10rd Mag. FRT 17446-1, Restricted.	1	
Surplus Handgun	Colt	Huntsman, 22LR	TW-SP-CH114Rep	Handgun	Surplus: Colt, Huntsman, 22LR, 114mm Barrel, 1-10rd Mag. FRT 17446-1, Restricted. REPAIR REQUIRED.	1	
Surplus Handgun	Sig Sauer	P226	TW-SP-SK-00001	Handgun	Sig Sauer P226, surplus 9mm handgun. 1 x 10 round magazine, white box.	7	
Surplus Handgun	CZ	75	TW-SP-SK-00002	Handgun	CZ 75, surplus 9mm handgun. 1 x 10 round magazine, white box.	139	
Surplus Handgun	CZ	85	TW-SP-SK-00004	Handgun	CZ 85, surplus 9mm handgun. 1 x 10 round magazine, white box.	8	
Surplus Handgun	Browning	High Power MK1	TW-SP-SK-00006	Handgun	Browning High Power MK1, surplus 9mm handgun. 1 x 10 round magazine, white box.	152	
Surplus Handgun	Browning	High Power MK3	TW-SP-SK-00007	Handgun	Browning High Power Mark 3, surplus 9mm handgun. 1 x 10 round magazine, white box.	144	
Surplus Handgun	Browning	High Power MK3	TW-SP-SK-00007-KK	Handgun	Browning High Power Mark 3, surplus 9mm handgun. 1 x 10 round magazine, white box. REFINISHED BY KOOL KOATINGS	15	
Surplus Handgun	Browning	High Power MK2	TW-SP-SK-00008	Handgun	Browning High Power Mark 2, surplus 9mm handgun. 1 x 10 round magazine, white box.	343	
Surplus Handgun	Browning	High Power MK2	TW-SP-SK-00008-KK	Handgun	Browning High Power Mark 2, surplus 9mm handgun. 1 x 10 round magazine, white box. REFINISHED BY KOOL KOATINGS	22	
Surplus Handgun	BERETTA	1951	TW-SP-SK-00011	Handgun	BERETTA 1951, surplus 9mm handgun. 1 x 10 round magazine, white box.	22	
Surplus Handgun	JERICO	941	TW-SP-SK-00015	Handgun	JERICO 941, surplus 9mm handgun. 1 x 10 round magazine, white box.	2	
Surplus Handgun	BERETTA	92 FS Compact	TW-SP-SK-00017	Handgun	BERETTA 92 FS Compact, surplus 9mm handgun. 1 x 10 round magazine, white box.	1	
Surplus Handgun	SMITH	Revolver	TW-SP-SK-00020	Handgun	SMITH & WESSON CTG surplus revolver, white box. B grade.	2	
Surplus Handgun	Beretta	92 FS Centurion	TW-SP-SK-00025	Handgun	Beretta 92 FS Centurion, 9mm, one magazine, surplus pistol, white box. B grade.	1	
Surplus Handgun	BERETTA	92 S	TW-SP-SK-00026	Handgun	BERETTA 92 S, surplus 9mm handgun. 1 x 10 round magazine, white box.	19	
Surplus Handgun	Taurus	PT92AFS	TW-SP-SK-00031	Handgun	Taurus PT92AFS, surplus 9mm handgun. 1 x 10 round magazine, white box.	3	
Surplus Handgun	Taurus	PT917 CA	TW-SP-SK-00035	Handgun	Taurus PT917 CS, surplus 9mm handgun. 1 x 10 round magazine, white box.	2	
Surplus Handgun	Browning	1935 No1	TW-SP-SK-00039	Handgun	Browning 1935 No1 Mark 1 INGLIS, Surplus 9mm handgun. 1 x 10 round magazine, white box.	8	
Surplus Handgun	Browning	High Power DGFM	TW-SP-SK-00040	Handgun	Browning High Power DGFM - FMAP., Surplus 9mm handgun. 1 x 10 round magazine, white box.	2	
Surplus Handgun	Browning	High Power Double Action	TW-SP-SK-00041	Handgun	Browning High Power DOUBLE ACTION, surplus 9mm handgun. 1 x 10 round magazine, white box.	2	
Surplus Handgun	COLT	Match Target	TW-SP-SK-00042	Handgun	COLT MATCH TARGET, surplus 22 LR handgun. 1 x 10 round magazine, white box. B Grade.	1	
Surplus Handgun	CZ	75BD	TW-SP-SK-00043	Handgun	CZ 75BD, surplus 9mm handgun. 1 x 10 round magazine, white box.	2	
Surplus Handgun	CZ	75BD Police	TW-SP-SK-00044	Handgun	CZ 75BD POLICE, surplus 9mm handgun. 1 x 10 round magazine, white box.	2	

SCHEDULE 5							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Surplus Handgun	ITM	AT84	TW-SP-SK-00045	Handgun	ITM AT84 INDUSTRIAL TECHNOLOGY & MACHINE (ITM), surplus 9mm handgun. 1 x 10 round magazine, white box.	2	
Surplus Handgun	CZ	ZASTAVA 99	TW-SP-SK-00052	Handgun	ZASTAVA CZ99, 108 MM BARREL, 1 X 10 RD MAG, Surplus HANDGUN, white box. B Grade	5	
Surplus Handgun	SIG	SP2000	TW-SP-SK-00055	Handgun	SIG SP2009 ** FRAME ONLY ** Surplus HANDGUN white box. B Grade	2	
Surplus Handgun	BAYARD	Revolver	TW-SP-SK-00063	Handgun	BAYARD Revolver Surplus. White box.	1	
Surplus Handgun	CZ	75 P-07	TW-SP-SK-00077	Handgun	CZ 75 P-07 Surplus. White box.	17	
Surplus Handgun	CZ	G 2000	TW-SP-SK-00080	Handgun	CZ G 2000 Surplus. White box.	1	
Surplus Handgun	WEBLEY	Mark IV	TW-SP-SK-00081	Handgun	WEBLEY MARK IV REVOLVER Surplus. White box.	3	
Surplus Handgun	FEG	High Power	TW-SP-SK-00082	Handgun	FEG HIGH POWER Surplus. White box.	6	
Surplus Handgun	FN	Semi Olympic	TW-SP-SK-00083	Handgun	FN SEMI OLYMPIC Surplus. White box.	1	
Surplus Handgun	HELWAN	1951	TW-SP-SK-00085	Handgun	HELWAN 1951 Surplus. White box.	4	
Surplus Handgun	ISRAEL ARMS	M5000	TW-SP-SK-00086	Handgun	ISRAEL ARMS M5000 GAL Surplus. White box.	1	
Surplus Handgun	S&W	AIRWEIGHT	TW-SP-SK-00090	Handgun	S&W AIRWEIGHT Surplus HANDGUN. White box.	1	
Surplus Handgun	Sig Sauer	P220	TW-SP-SK-00092	Handgun	SIG SAUER P220 Surplus HANDGUN. White box.	1	
Surplus Handgun	TAN FOGLIO	COMBAT SHOOTING COHAI	TW-SP-SK-00094	Handgun	TAN FOGLIO COMBAT SHOOTING COHAI Surplus HANDGUN. White box.	14	
Surplus Handgun	TAN FOGLIO	MOSSAD	TW-SP-SK-00096	Handgun	TAN FOGLIO MOSSAD Surplus HANDGUN. White box.	73	
Surplus Handgun	TAN FOGLIO	TZ75 Series 88	TW-SP-SK-00100	Handgun	TAN FOGLIO TZ75 SERIES 88 Surplus HANDGUN. White box.	1	
Surplus Handgun	TAN FOGLIO	ULTRA MODEL	TW-SP-SK-00101	Handgun	TAN FOGLIO ULTRA MODEL IPSC APPROVED Surplus HANDGUN. White box.	4	
Surplus Handgun	Star	Model B	TW-SP-STR-B	Handgun	Star, Model B, 9mm, Surplus Handgun, 1-Magazine	4	
Surplus Handgun	Star	Model BS	TW-SP-STR-BS	Handgun	Star, Model BS, 9mm, Surplus, 1-Magazine	2	
Surplus Handgun	Webley	MK4	TW-SP-WEB-38S	Handgun	Webley, MK4, 152mm Barrel, Revolver, 6rd, 38S	1	
Surplus Rifle	Remington				S/A SKEET 12GA	1	
Surplus Rifle	Krico				.22LR BOLT ACTION	1	
Surplus Rifle	Browning	Browning FN			.22LR MAG FED	1	
Surplus Rifle	Decado				DBL BARREL MOD 55 SHOTGUN	1	
Surplus Rifle	Birmingham (Bsa)				SUPER SPORT 5 .22LR BOLT ACTION MAG FED	1	
Surplus Rifle	Webly & Scott				12 GA SINGLE SHOT SHOTGUN	2	
Surplus Rifle	Mossberg				MODEL 152 .22LR SEMI-AUTO MAG FED	1	
Surplus Rifle	Marlin				.22LR SEMI AUTO MODEL 60	1	
Surplus Rifle	Remington				12 GA SINGLE SHOT SHOTGUN	1	
Surplus Rifle	Essex				DBL BARREL 12 GA PRIMA GEWEHR	1	
Surplus Rifle	Savage				12GA MOD 755A SEMI AUTO SHOTGUN	1	
Surplus Rifle	Winchester				MOD 37 12GA SHOTGUN	1	

SCHEDULE 5							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Surplus Rifle	Special-Gewehr-Lauf Stahl				DBL BARREL SHOTGUN 16GA	1	
Surplus Rifle	Mossberg				MOD 144 .22LR BOLT ACTION	1	
Surplus Rifle	Acier Bayard				DBL BARREL 12GA	1	
Surplus Rifle	Fabarm				BREAK ACTION 12GA SHOTGUN	1	
Surplus Rifle	Liege United Arms				DBL BARREL 12GA	1	
Surplus Rifle	Bsa				DBL BARREL 12GA	1	
Surplus Rifle	Anschutz				MOD 1416 .22LR BOLT SINGLE SHOT	1	
Surplus Rifle	Husqvarna				.22LR RIFLE	3	
Surplus Rifle	Fusil Robust				12GA DBL BARREL	1	
Surplus Rifle	Remington				MOD 581 .22LR BOLT	2	
Surplus Rifle	Bayard				16GA DBL BARREL	1	
Surplus Rifle	Make U/K, Soviet Era				1962 CCCP .22LR BOLT SINGLE SHOT	1	
Surplus Rifle	Special-Gewehr-Lauf Stahl				MOD 398826 20GA SHOTGUN	4	
Surplus Rifle	Mossberg				MOD 640KD CHUCKSTER .22WMR	1	
Surplus Rifle	Browning	Browning FN			DBL BARREL 12GA	1	
Surplus Rifle	Mossberg				MOD 144-LS .22LR BOLT	1	
Surplus Rifle	Catma				SEMI AUTO TACTICAL 12GA	4	
Surplus Rifle	Remington				MOD 514 .22LR BOLT	2	
Surplus Rifle	Remington				MOD 521-T .22LR BOLT	6	
Surplus Rifle	Remington				MOD 550-I SEMI AUTO .22LR	3	
Surplus Rifle	Unknown Type And Ga, Junk				DBL BARREL, BARRELS PLUGGED	1	
Surplus Rifle	Erma-Werke				MOD EG73 .22WMR	1	
Surplus Rifle	Savage				M80 SERIES A SEMI AUTO, .22LR	1	
Surplus Rifle	Vdere Vdegrebbach				.22LR BOLT ACTION	1	
Surplus Rifle	Valmet				.22LR BOLT ACTION	1	
Surplus Rifle	Mossberg				MOD 151M-C .22LR	1	
Surplus Rifle	Winchester				MOD 9422M .22LR MAG FED	1	
Surplus Rifle	Remington				MOD 582 .22LR BOLT ACTION	1	
Surplus Rifle	Krico				.22LR SEMI AUTO WITH SCOPE	1	
Surplus Rifle	Remo				MOD 35 12GA	1	
Surplus Rifle	Walther				.22LR SPORT	2	
Surplus Rifle	Remington				MOD 513-S-A .22LR BOLT	1	
Surplus Rifle	Mossberg				MOD 377 PLINKSTER .22LR	1	
Surplus Rifle	Mossberg				MOD 43MB .22LR BOLT ACTION	2	
Surplus Rifle	Unknown Brand				16GA DBL BARREL	1	
Surplus Rifle	Winchester				MOD 320 .22LR	1	
Surplus Rifle	Mossberg				MOD 152 .22LR	1	
Surplus Rifle	Eusebio				12 GA SINGLE SHOT SHOTGUN	1	
Surplus Rifle	Remington				513 T .22LR BOLT	4	
Surplus Rifle	Remington				MOD 582 .22LR BOLT ACTION	2	
Surplus Rifle	Savage				MOD 40 .22LR	1	
Surplus Rifle	Gecado	Special-Gewehrlaufstahl			12 GA SINGLE SHOT SHOTGUN	1	

SCHEDULE 5							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Surplus Rifle	Winchester				MOD 37 12GA SHOTGUN	1	
Surplus Rifle	Valmet				.22LR	1	
Surplus Rifle	Savage				MOD 6D .22LR	1	
Surplus Rifle	Sans Fumee (Belgian)				16GA DBL BARREL	1	
Surplus Rifle	Mossberg				MOD 152k SEMI AUTO .22LR	1	
Surplus Rifle	Ruger				MOD 10-22 .22LR	1	
Surplus Rifle	Remington				MOD 511P, T, AND X	17	
Surplus Rifle	Voere				.22LR BOLT ACTION WITH MAG	1	
Surplus Rifle	De Victor Sarasquesta Elbar				12GA DBL BARREL	1	
Surplus Rifle	Bco, Make Unknown				DBL BARREL (STAHL)	2	
Surplus Rifle	Helsinki Suomi				OVER/UNDER 12GA	1	
Surplus Rifle	Batavia Leader				DBL BARREL 12GA	1	
Surplus Rifle	Savage				MOD 755A 12GA SEMI AUTO	1	
Surplus Rifle	Fusil Robust				12GA DBL BARREL	2	
Surplus Rifle	Savage				MOD 40 .22LR	3	
Surplus Rifle	Make Unknown				KRUPP SPECIAL-LAUFSHAHL	1	
Surplus Rifle	Cooley				MOD 64B .22LR	1	
Surplus Rifle	Savage				MOD 4C	4	
Surplus Rifle	Franchi				DBL BARREL	1	
Surplus Rifle	Cooley				MOD 60 .22LR	1	
Surplus Rifle	Savage				MOD B DBL BARREL SHOTGUN	1	
Surplus Rifle	Browning	Browning FN			SHOTGUN SEMI AUTO	1	
Surplus Rifle	Tyrol				MOD 5522 .22LR	1	
Surplus Rifle	Lizumlu Silah				12GA	1	
Surplus Rifle	Squire				M16 .22LR	1	
Surplus Rifle	Hunter Arms				DBL BARREL	1	
Surplus Rifle	Savage				MOD 987 .22LR SEMI AUTO	1	
Surplus Rifle	Browning	Browning FN			SINGLE SHOT .22LR	1	
Surplus Rifle	Mauser				M107 .22LR	1	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other					Aksa, Turkey, Magazine, 12GA, 3", 10rd. For AS46 Pump Action Shotgun.	1	
Parts & Other					AR-Buttstock Screw- A2	6	
Parts & Other					AR-Buttstock Spacer-A2	5	
Parts & Other					AR-Swivel, Rear	7	
Parts & Other					AR-Buffer Spring-Rifle	1	
Parts & Other					AR-Magazine Catch Assy	24	
Parts & Other					AR-Bolt Catch Plunger	33	
Parts & Other					AR-Bolt Catch Spring	32	
Parts & Other					AR-Bolt Catch Roll Pin	37	
Parts & Other					AR-Safety Selector	12	
Parts & Other					AR-Safety Detent	2	
Parts & Other					AR- Pistol Grip Screw	3	
Parts & Other					AR-Pistol Grip- Washer	19	
Parts & Other					AR-Trigger Guard Assembly	3	
Parts & Other					AR-Trigger Guard Pin	38	
Parts & Other					AR-Takedown Pin, Rear	15	
Parts & Other					AR-Magazine Catch Spring	10	
Parts & Other					AR-Pivot Pin, Front	19	
Parts & Other					AR-Hammer Spring	11	
Parts & Other					AR-Hammer & Trigger Pin (2 Required)	3	
Parts & Other					AR-Disconnecter	5	
Parts & Other					AR-Disconnecter Spring	43	
Parts & Other					AR-Trigger Spring	18	
Parts & Other					AR-Safety Spring	15	
Parts & Other					AR-Buffer Detent Spring	89	
Parts & Other					AR-Receiver Extension Tube	7	
Parts & Other					AR-Buttstock (A2)	4	
Parts & Other					M4-Receiver Ebn. Tube -USGI	10	
Parts & Other					5-Prong Flash Hider, AGW, 1/2-28 Thread	10	
Parts & Other					AR-Front Sight Base (.750)	1	
Parts & Other					AR-Handguard Rifle (Set)	3	
Parts & Other					AR-Delta Ring	35	
Parts & Other					AR-Weld Spring	35	
Parts & Other					AR-Handguard Snap Ring	32	
Parts & Other					AR-Handguard Cap, Triangular	6	
Parts & Other					AR-Front Sight Post Square (A2)	19	
Parts & Other					AR-Front Sight Detent	41	
Parts & Other					AR-Front Sight Detent Spring	31	
Parts & Other					AR-Gas Tube Roll Pin	1	
Parts & Other					AR-Swivel Rivet	50	
Parts & Other					AR-Swivel- Front	10	
Parts & Other					AR-Front Sight Base (FSB) Taper Pin (2 Req)	34	
Parts & Other					AR-Flash Hider- Crush Washer	2	
Parts & Other					AR Flash Hider-A2-XL(w/ Pin Hole & Pin), 1/2-28 Thread	1	
Parts & Other					AR-Bolt Carrier Key, SHCS	47	
Parts & Other					AR-Bolt Carrier Key	5	
Parts & Other					AR-Extractor Spring With Insert	3	
Parts & Other					AR-Cam Pin	1	
Parts & Other					AR-Ejector	2	
Parts & Other					AR-Extractor-Buffer Spring	25	
Parts & Other					AR-Ejector Roll Pin	41	
Parts & Other					AR-Extractor	12	
Parts & Other					AR-Bolt Gas Rings (set of 3)	6	
Parts & Other					AR-Extractor Pin	35	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other					AR-Firing Pin	3	
Parts & Other					Picatinny Gas Block	1	
Parts & Other					Combat Latch, Steel, AR15/M4/M16	5	
Parts & Other					AR-Forward Assist Retainer Pin	10	
Parts & Other					AR-Ejection Cover Hinge Pin Clip	72	
Parts & Other					AR-Ejection Cover Hinge Pin	3	
Parts & Other					AR-Ejection Cover Spring	14	
Parts & Other					AR-Forward Assist Plunger Assembly	29	
Parts & Other					Osprey Piston Kit, Carbine-Length Handguards AR15/M16/M4 Rifles And Barrel Diameter No Greater Than 1.00"	1	
Parts & Other					AR-Delta Ring Assy. Kit	3	
Parts & Other					AR-Ejection Port Cover Assy. - Kit	1	
Parts & Other					AR-Front Sight Base Assy. Kit	2	
Parts & Other					AR- A2 Rear Sight Assy. Kit	3	
Parts & Other					Armalite, USA, Magazine, AR10 Rifle, Gen II, 308, 5rd.	34	
Parts & Other					Armalite, USA, AR10 Muzzle Break, 3-Gun, w/ Turning Screws.	2	
Parts & Other					Armalite, USA, AR10 A2 Receiver Extension Kit, No Stock.	3	
Parts & Other					Armalite, USA, AR50 15-Minute Picatinny Sight Rail, Part # AR500361.	12	
Parts & Other					Armalite, USA, AR50 50-Minute Picatinny Sight Rail, Part # AR500365.	10	
Parts & Other					Armalite, USA, M-15 Detachable A2 Carry Handle, Part # E20149.	7	
Parts & Other					Armalite, USA, M-15 Spring Replacement Kit, Part # EMK010.	7	
Parts & Other					Armalite, USA, M-15 A2 Front Sight Clamp On w/ Screws, Part # EU0240MPKIT.	2	
Parts & Other					Balikli, Turkey, 12GA Shotgun Choke Kit w/ Case & Wrench, 5 Screw In Chokes (F,IM,M,IC,SK) included.	135	
Parts & Other					Balikli, Turkey, 20GA Shotgun Choke Kit w/ Case & Wrench, 5 Screw In Chokes (F,IM,M,IC,SK) included.	38	
Parts & Other					Balikli, Turkey, Angled Foregrip, for BS12 and BSM12 Series Semi-Auto Shotguns.	6	
Parts & Other					BALIKLI SILAHs, Turkey, Accessory FIXED Stock forBS-SBP-AS Series Shotgun, Polymer, Black, FIXED STOCK WITH PISTOL GIRP	36	
Parts & Other					BALIKLI SILAH, Turkey, Accessory OVER-FOLD Stock for BS-SBP-AS Series Shotgun, Polymer, Black, OVER FOLD WITH PISTOL GRIP	35	
Parts & Other					Balikli Silah, Turkey, Magazine, 12GA, 2rd, for Semi-Auto Shotgun, Metal Body, Polymer Base.	256	
Parts & Other					Balikli Silah, Turkey, Magazine, 12GA, 5rd, for Semi-Auto Shotgun, Metal Body, Polymer Base.	387	
Parts & Other					Balikli Silah, Turkey, Magazine for S-20, 20GA, 2rd, for Semi-Auto Shotgun, Metal Body, Polymer Base.	38	
Parts & Other					Balikli Silah, Turkey, Magazine for S-20, 20GA, 5rd, for Semi-Auto Shotgun, Metal Body, Polymer Base.	48	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other					Balikli, Turkey, Barrel Extension, 12GA, External Threading, 4", Threaded for Mobile Chokes.	51	
Parts & Other					Balikli, Turkey, Barrel Extension, 12GA, External Threading, 6", Threaded for Mobile Chokes.	48	
Parts & Other					Balikli, Turkey, Barrel Extension, 12GA, External Threading, 8", Threaded for Mobile Chokes.	87	
Parts & Other					Balikli, Turkey, Barrel Extension Kit (BEK), 12GA, External Threading, 3-Extensions: 4", 6" & 8".	2	
Parts & Other					Balikli, Turkey, Barrel Extension, 12GA, Internal Threading, 4", Threaded for Mobile Choke.	80	
Parts & Other					Balikli, Turkey, Barrel Extension, 12GA, Internal Threading, 6", Threaded for Mobile Choke.	75	
Parts & Other					Balikli, Turkey, Barrel Extension, Model, 12GA, Internal Threading, 8", Threaded for Mobile Choke.	73	
Parts & Other					Balikli, Turkey, Barrel Extension, 20GA, Internal Threading, 4", Threaded for Mobile Chokes.	30	
Parts & Other					Balikli, Turkey, Barrel Extension, 20GA, Internal Threading, 6", Threaded for Mobile Chokes.	27	
Parts & Other					Balikli, Turkey, Barrel Extension, 20GA, Internal Threading, 8", Threaded for Mobile Chokes.	28	
Parts & Other					Balikli, Turkey, Barrel Extension, 20GA, External Threading, 10cm (4"), Threaded for Mobile Chokes.	58	
Parts & Other	Brunox	Turbo-Spray Gun Care	BGC-A-300ML	Other	Brunox, Switzerland, Turbo-Spray Gun Care, 300ml Aerosol. Box of 12.	562	
Parts & Other	Brunox	Turbo-Spray Gun Care	BGC-BULK-5L	Other	Brunox, Switzerland, Turbo-Spray Gun Care, 5L Canister.	4	
Parts & Other					Brunox, Switzerland, Turbo-Spray Gun Care, 120ml Pump Spray, Box of 20.	702	
Parts & Other					Brunox, Switzerland, Lub & Cor, 100ml Pump Spray, 20 Piece Display Carton.	383	
Parts & Other					Bul Ltd, Israel, Magazine, 9mm, 10rd Capacity, for Bul Ltd. Cherokee Handgun, Restricted Firearm in Canada.	10	
Parts & Other					Bul Ltd, Israel, Magazine, 40S&W, 10rd Capacity, for Bul Ltd. M5 Handgun, Restricted Firearm in Canada.	8	
Parts & Other					Buyukbayram, Magazine, 12GA, 3", 10rd, for AS46 Pump Action Shotgun.	5	
Parts & Other					Buyukbayram, Magazine, 12GA, 3", 2rd, for AS46 Pump Action Shotgun.	1	
Parts & Other					Buyukbayram, Magazine, 12GA, 3", 5rd, for AS46 Pump Action Shotgun.	3	
Parts & Other					CAR-Barrel Extension - M4 Feed Cut	21	
Parts & Other					CAR-Handguard Carbine (Set)	6	
Parts & Other					M4- Handguard Set-Double Heat Shield	4	
Parts & Other					M4-Gas Tube 12" Mid Length	4	
Parts & Other					M4-Gas Tube 7.5" (6.5" barrel)	5	
Parts & Other					M4-Gas Tube- 16"	2	
Parts & Other					CAR - Handguard Cap, Round	9	
Parts & Other					M4-Stock Release Lever	10	
Parts & Other					M4-Release Lever Lock Nut	7	
Parts & Other					M4-Release Lever Lock Nut Pin	48	
Parts & Other					M4-Receiver End Plate	10	
Parts & Other					M4-Receiver Extn. Tube (6-Position)	9	
Parts & Other					M4-Release Lever Lock	10	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other					M4-Lock Spring	49	
Parts & Other					M4-Sliding Stock	10	
Parts & Other					ChongQuing Dontop Optics Co. Ltd., China, LK001, Trigger Locks, Keyed System.	2	
Parts & Other					ChongQuing Dontop Optics Co. Ltd., China, LK002, Trigger Locks, Combination System.	2	
Parts & Other					ChongQuing Dontop Optics Co. Ltd., China, LP902, Cleaning Kit, All Calibres in Case.	2	
Parts & Other					Clever, Item # 831107, 20GA, 2-3/4", 28gr (1oz), #7 Shot, 20GA T3 Hunting, 1315 fps, 25rds/Box, 250rds/Case.	18	
Parts & Other					Clever, Item # 831907, 16GA, 2-3/4", 29gr (1oz), #7 Shot, 16GA T3 Hunting, 1315 fps, 25rds/Box, 250rds/Case.	16	
Parts & Other					Clever, Item # 820708, 12GA, 2-3/4", 32gr (1-1/8oz), #8 Shot, Mirage Spreader T2 Twister Wad, 1320 fps, 25rds/Box, 250rds/Case.	9	
Parts & Other					HSA-15 Lower Half - M4 Style, 5.56/223	2	
Parts & Other					FMK Firearms, USA, Magazine, 9mm, 10rd Capacity, Gen1 & Gen2 Compatible.	146	
Parts & Other					FMK Firearms, USA, AR1 eXtreme, AR15/M4 Lower Receiver, Polymer, Black, Restricted. FRT: 157766.	1	
Parts & Other					44LS Trap, 12"L x 24"W x 16"H, 250lbs, Pistol Calibres .22 - .454 Casull - 500 S&W	1	
Parts & Other					Trojan Horse, Hearing Protection, Bullet Foam Ear Plug With String & Storage Case.	1	
Parts & Other					Trojan Horse, Ear Plug With String & Storage Case.	1	
Parts & Other					Trojan Horse, Glasses, Clear/Orange, ANSI/CE EN 166/170.	1	
Parts & Other					HOWA, Japan, Rifles & Barreled Actions, Various Calibres, Barrel Lengths & Stock Configurations. Non-Restricted in Canada. Purchased through Legacy Sports International.	30	
Parts & Other					HOWA, Japan, Accessories (Parts & Magazines) for Rifles & Barreled Actions. Non-Restricted in Canada. Purchased through Legacy Sports International.	9	
Parts & Other					High Standard, Magazine Follower, 22 Short	5	
Parts & Other					High Standard, Magazine Follower, 22LR	18	
Parts & Other					High Standard, Magazine Base, Military-Red Plastic	1	
Parts & Other					High Standard-Magazine, Military Grip-22LR-Metal Base; For all post 1960 model except (106/107)	2	
Parts & Other					High Standard, Magazine Spring, 22LR	32	
Parts & Other					High Standard, Magazine Spring, 22 Short	5	
Parts & Other					High Standard, Magazine Button	6	
Parts & Other					High Standard, 22 Target Pistols, Spring Kit, All Post 1960 Models.	12	
Parts & Other					HS-Slide Lock - Blue	2	
Parts & Other					High Standard, Slide Lock, Gold	5	
Parts & Other					High Standard, Slide Lock, Nickel	5	
Parts & Other					High Standard, Take Down Plunger	9	
Parts & Other					High Standard, Take Down Plunger Spring	25	
Parts & Other					High Standard, Sear Spring/Take Down Plunger Pin	25	
Parts & Other					High Standard, Trigger Stop Screw	25	
Parts & Other					High Standard, Hammer	4	
Parts & Other					High Standard, Hammer Pin	24	
Parts & Other					High Standard, Hammer Spring	25	
Parts & Other					High Standard, Hammer Strut	9	
Parts & Other					High Standard, Hammer Strut Spring	24	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other					High Standard, Hammer Strut Pin	24	
Parts & Other					High Standard, Hammer Strut Anchor	9	
Parts & Other					High Standard, Grip Screw, Houston Models Only	21	
Parts & Other					High Standard, Magazine Catch, Blue	5	
Parts & Other					High Standard, Magazine Catch, CH	5	
Parts & Other					High Standard, Magazine Catch, Gold	5	
Parts & Other					High Standard, Magazine Catch, Nickel	5	
Parts & Other					High Standard, Safety Lock, Blue	5	
Parts & Other					High Standard, Safety Lock, Gold	5	
Parts & Other					High Standard, Safety Lock, Nickel	5	
Parts & Other					High Standard, Magazine Catch Spring	25	
Parts & Other					High Standard, Magazine Catch Spring Guide	10	
Parts & Other					High Standard, Magazine Catch Roller Pin	10	
Parts & Other					High Standard, Magazine Catch Roller	10	
Parts & Other					High Standard, Sear	5	
Parts & Other					High Standard, Sear Bar Spring	34	
Parts & Other					High Standard, Slide Plate Screw, Houston Models Only	22	
Parts & Other					High Standard, Sear Spring, Adjustable	3	
Parts & Other					High Standard, Sear Spring Assembly, Adjustable	15	
Parts & Other					High Standard, Sear Adjustment Screw	10	
Parts & Other					High Standard, Side Plate	8	
Parts & Other					High Standard, Sear Adj. Plunger	9	
Parts & Other					High Standard, Trigger with Stop, Gold	5	
Parts & Other					High Standard, Trigger with Stop, Nickel	4	
Parts & Other					High Standard, Trigger, Optional Long Trigger (w/Stop)	5	
Parts & Other					High Standard, Trigger Pin	21	
Parts & Other					High Standard, Sear Pin Assembly	15	
Parts & Other					High Standard, Sear Bar Assembly	4	
Parts & Other					High Standard, Grip Alignment Pin	25	
Parts & Other					High Standard, Slide Lock Spring	15	
Parts & Other					High Standard, Extractor Spring	33	
Parts & Other					High Standard, Slide-Olympic (M	1	
Parts & Other					High Standard, Slide, Citation (M)	1	
Parts & Other					High Standard, Driving Spring Plug	9	
Parts & Other					High Standard, Driving Spring Plug Pin	21	
Parts & Other					High Standard, Firing Pin Retainer Pin	24	
Parts & Other					High Standard, Extractor	29	
Parts & Other					High Standard, Drive Spring Plunger	8	
Parts & Other					High Standard, Drive Spring/Recoil Spring	32	
Parts & Other					High Standard, Extractor Plunger	17	
Parts & Other					High Standard, Firing Pin Spring	31	
Parts & Other					High Standard, Firing Pin Retaining Pin, Olympic	25	
Parts & Other					HS-Grip-RH Shooter-Ckd-Mil Grip	2	
Parts & Other					HS-Grip-Ambidex.-Ckd-Mil Grip	3	
Parts & Other					Hunt Group, Turkey, Magazine for AS46 Pump Shotgun, 12ga, 10rd, 3".	5	
Parts & Other					Hunt Group, Turkey, Barrel, Pump Shotgun, 12GA, 3", 28" Vent Rib Barrel, Threaded for Mobile Choke.	4	
Parts & Other	Hunt Group	Magazine	FD12-MAG-2RD	Other	Hunt Group, Final Defense, Turkey, Semi-Auto 12 ga Shotgun 2 Round Magazine, for Model: FD12. Metal Body, Polymer Base Plate.	100	
Parts & Other	Hunt Group	Magazine	FD12-MAG-5RD	Other	Hunt Group, Final Defense, Turkey, Semi-Auto 12 ga Shotgun 5 Round Magazine, for Model: FD12. Metal Body, Polymer Base Plate.	261	
Parts & Other						1,321	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other					Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 14+2-rds, 20" Barrel, Fixed Stock, 10 Chokes, Black Finish.	41	
Parts & Other					Hunt Group, Turkey, Shotgun, MH12, Pump, 12ga, 3" (76MM) Chamber, 12+2-rds, 17" Barrel, Pistol Grip Stock, 10 Chokes, Black Finish.	26	
Parts & Other	Hunt Group	Magazine	MHP-S-MAG-2RD	Other	Hunt Group, Turkey, Accessory, 2rd Magazine, 12ga, Polymer, Black, For MH-P & MH-S models.	400	
Parts & Other	Hunt Group	Magazine	MHP-S-MAG-5RD	Other	Hunt Group, Turkey, Accessory, 5rd Magazine, 12ga, Polymer, Black, For MH-P & MH-S models.	350	
Parts & Other					Hunt Group, Turkey, Shotgun, MH-P, Pump, 12ga, 3", 2 Mags (2rd; 5rd), 24" Barrel, 5 Chokes, Magpul-Style Stock & Forend, Matte Black Finish.	46	
Parts & Other	Hunt Group	TAC 12 STOCKS	TAC 12 STOCKS	OTHER	TAC 12 STOCKS	207	
Parts & Other	Hunt Group	KITS-STOCKS	HUNT GROUP		KITS-STOCKS, FLASH ELIMINATORS, EXT CHOKE.	15	
Parts & Other	Hunt Group	EXTEND CHOKES	HUNT GROUP		EXTEND CHOKES	67	
Parts & Other					Interarms, USA, Part: ARK-LP-SPL, AR15/M4 Lower Parts Kit (Semi-Auto) w/o Pistol Grip, Black.	3	
Parts & Other					Interarms, USA, AR15/M4 Take Down Pivot Pin Detent (2 Req).	4	
Parts & Other					Interarms, USA, Part: AR-L130-64576ML, AR/M4 Pisl Grip (A2), Black.	9	
Parts & Other					Interarms, USA, AR15/M4 Takedown Pin, Rear.	8	
Parts & Other					Interarms, USA, AR15/M4 Pivot Pin, Receiver, Front.	8	
Parts & Other					Interarms, USA, Gas Tube, 16".	7	
Parts & Other					Interarms, USA, Part: AR-M4-L3-64069, Car/M4 receiver Extension Lock Nut.	14	
Parts & Other					Interarms, USA, M4 Recoil/Buffer Spring.	3	
Parts & Other					Interarms, USA, Part: AR-M4-M9390019, Receiver Extension Tube, 6-Position, USGI.	22	
Parts & Other					Interarms, USA, Recoil/Buffer Spring, A2 Rifle.	2	
Parts & Other					Interarms, USA, Part: AR-SL94-61574, AR/M16 Receiver Extension Tube, Rifle (A2).	6	
Parts & Other					Interarms, USA, Part: AR-UPH2-FT-10.5, AR Flat Top Complete Upper Half, 5.56 NATO, 10.5" Barrel (HCR, 1:7 Twist), Parkerized.	6	
Parts & Other					Interarms, USA, Part: AR-UPH-300AAC, Flat Top Complete Upper Half, , 16" Barrel 1:8 Twist Parkerized Complete	2	
Parts & Other					Interarms, USA, Part: AR-UPH4-16FT-HCR, AR Flat Top Complete Upper Half, 5.56 NATO, 16" Barrel (HCR, 1:7 Twist), Parkerized.	8	
Parts & Other					Interarms, USA, AR15 Upper Receiver Complete, 7.62x39, 16" Barrel, Charge Handle, BCA, 5/30rd Magazine.	6	
Parts & Other					Interarms, USA, Part: AR9-ADPT, AR/M4 Lower Receiver Adaptor, 9mm, Magwell Block to Convert 5.56NATO AR15 to 9MM.	3	
Parts & Other					Interarms, USA, Part: AR9-MAG-62980, AR/M4 Magazine (Colt Style), 9mm, 5/10rd, RRA.	17	
Parts & Other					Interarms, USA, Part: AR-B87-64503ML, AR/M16/M4 Crush Washer for 9mm Barrel/Flash Hlder.	8	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other					Interarms, USA, Part: AR-B88-62348ML, AR/M16/M4 Flash Hider (A2) for 9mm Calibre.	6	
Parts & Other					Interarms, USA, Part: HD-1318MH, Handgun Magazine, High Standard, HD Military, 10rd Capacity, 22LR, Heat Treated, Blued.	5	
Parts & Other					ProMag Magazine 5/20, 7.62x39mm for 7.62x39mm AR models	8	
Parts & Other					Istanbul Arms, Turkey, Cheek Riser Attachment for Polymer & Camo Stock Models of Impala Plus Shotguns.	9	
Parts & Other					Istanbul Arms, Turkey, Green Fibre Optic Clamp On Sight for Models of Impala Plus Shotguns.	24	
Parts & Other					Istanbul Arms, Turkey, Red Fibre Optic Clamp On Sight for Models of Impala Plus Shotguns.	24	
Parts & Other	Knight Rifles	Breech Plug	M900018	Breech Plug	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900018..BREECH PLUG MOUNTAINEER RPJ	38	
Parts & Other	Knight Rifles	Breech Plug	M900020	Breech Plug	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900020..BREECH PLUG MOUNTAINEER..BARE PRIMER	40	
Parts & Other	Knight Rifles	Breech Plug	M900021	Breech Plug	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900021..BREECH PLUG..W209 / TK / USAK	32	
Parts & Other	Knight Rifles	Jag, W	M900038	Jag, W	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900038..JAG, W-EXTENSION..52 CAL	11	
Parts & Other	Knight Rifles	Jag, W	M900039	Jag, W	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900039..JAG, W-EXTENSION..45 CAL	10	
Parts & Other	Knight Rifles	Jag, W	M900040	Jag, W	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900040..JAG, W-EXTENSION..50 CAL	10	
Parts & Other	Knight Rifles	Breech Plug	M900046	Breech Plug	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900046..BREECH PLUG..VISION NON FPJ	40	
Parts & Other		High Pressure		Barnes...50 Cal	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900103..PRIMER TOOL..FULL PLASTIC JACKET	69	
Parts & Other	Knight Rifles	E-Z	M900116	High Pressure	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900116..HIGH PRESSURE SABOTS...45 CAL / .400-BROWN	3	
Parts & Other		High Pressure		High Pressure	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900119..HIGH PRESSURE SABOTS...54 CAL / .500-PURPLE	5	
Parts & Other	Knight Rifles	High Pressure	M900126	E-Z	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900126..E-Z LOAD SABOTS...50 CAL / .451-.452 ORANGE	40	
Parts & Other	Knight Rifles	High Pressure	M900127	High Pressure	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900127..HIGH PRESSURE SABOTS...50 CAL / .429 - .430 GREEN	20	
Parts & Other	Knight Rifles	Hornady Jacketed	M900128	High Pressure	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900128..HIGH PRESSURE SABOTS...50 CAL / .451-.452 BLACK	30	
Parts & Other	Knight Rifles	Hornady Jacketed	M900136	High Pressure	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900136..HIGH PRESSURE SABOTS...50 CAL / .158-RED	29	
Parts & Other		Hornady Jacketed	M900137	E-Z	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900137..E-Z LOAD BOATAIL SABOTS...50 CAL / .452-BLUE	20	
Parts & Other		Hornady Lead	M900138	High Pressure	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900138..HIGH PRESSURE SABOTS...52 CAL / .458-SILVER	10	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other		Hornady Lead	M900139	High Pressure	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900139..HIGH PRESSURE SABOTS...52 CAL / .475-MAGENTA	10	
Parts & Other		Bloodline Bullet	M900145	Orange Disc	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900145..SHELL, WAD W/SHOT SHELL...3 1/2"	30	
Parts & Other	Knight Rifles	Bloodline Bullet	M900183	Hornady Jacketed	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900183..HORNADY JACKETED BULLET...50 CAL / 260 GRAIN / PACK OF 20	40	
Parts & Other	Knight Rifles	Bullet, Hornady	M900184	Hornady Jacketed	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900184..HORNADY JACKETED BULLET...50 CAL/ 300 GRAIN / PACK OF 20	28	
Parts & Other	Knight Rifles	Bloodline Bullet	M900185	Hornady Jacketed	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900185..HORNADY JACKETED BULLET...50 CAL / 240 GRAIN / PACK OF 20	28	
Parts & Other	Knight Rifles	Bloodline Bullet	M900203	Hornady Lead	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900203..HORNADY LEAD BULLETS...50 CAL / 260 GRAIN / PACK OF 20	27	
Parts & Other	Knight Rifles	Bloodline Bullet	M900204	Hornady Lead	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900204..HORNADY LEAD BULLETS...50 CAL / 310 GRAIN / PACK OF 20	44	
Parts & Other	Knight Rifles	Bloodline Bullet	M900485	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900485..BLOODLINE BULLET...45 CAL / 185 GRAIN / .400	39	
Parts & Other	Knight Rifles	Bloodline Bullet	M900486	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900486..BLOODLINE BULLET...45 CAL / 200 GRAIN / .400	40	
Parts & Other	Knight Rifles	Bloodline Bullet	M900540	Bullet, Hornady	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900540..BULLET, HORNADY...52 CAL / .325 GRAIN FTX	10	
Parts & Other	Knight Rifles	Bullet, Bloodline	M900541	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900541..BLOODLINE BULLET, ...50 CAL / 220 GRAIN / .458..PACK OF 20	27	
Parts & Other		Bullet, Bloodline	M900542	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900542..BLOODLINE BULLET...50 CAL / 250 GRAIN / .452..PACK OF 20	10	
Parts & Other	Knight Rifles	Bullet, Bloodline	M900543	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900543..BLOODLINE BULLET...50 CAL / 275 GRAIN / .458..PACK OF 20	17	
Parts & Other	Knight Rifles	Bullet, Bloodline	M900544	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900544..BLOODLINE BULLET...50 CAL / 300 GRAIN / .458..PACK OF 20	30	
Parts & Other	Knight Rifles	Barnes Red	M900545	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900545..BLOODLINE BULLET 20 PACK...54 CAL / 325 GRAIN / .500	10	
Parts & Other	Knight Rifles	Barnes Red	M900546	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900546..BLOODLINE BULLET...50 CAL / 350 GRAIN / .458..PACK OF 20	10	
Parts & Other	Knight Rifles	Barnes Red	M900547	Bloodline Bullet	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900546..BLOODLINE BULLET...50 CAL / 350 GRAIN / .458..PACK OF 20	26	
Parts & Other	Knight Rifles	Barnes Red	M900559	Bullet, Bloodline	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900559..BULLET, BLOODLINE 20 PACK...52 CAL / 220 GRAIN / .458	10	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other	Knight Rifles	Barnes Red	M900562	Bullet, Bloodline	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900562..BULLET, BLOODLINE 20 PACK...52 CAL / 300 GRAIN	10	
Parts & Other	Knight Rifles	Barnes Red	M900563	Bullet, Bloodline	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900563..BULLET, BLOODLINE 20 PACK...52 CAL / 275 GRAIN	10	
Parts & Other	Knight Rifles	Barnes Red	M900564	Bullet, Bloodline	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900564..BULLET, BLOODLINE 20 PACK...52 CAL / 350 GRAIN	10	
Parts & Other	Knight Rifles	Barnes Red	M900578	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900578..BARNES RED HOT...45 CAL 175 GRAIN..PACK OF 20	30	
Parts & Other	Knight Rifles	Barnes Spitzer	M900580	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900580..BARNES RED HOT...45 CAL 195 GRAIN..PACK OF 18	36	
Parts & Other	Knight Rifles	Barnes Spitzer	M900582	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900582..BARNES RED HOT...52 CAL 275 GRAIN..PACK OF 18	10	
Parts & Other	Knight Rifles	Barnes Pt	M900583	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900583..BARNES RED HOT...50 CAL 350 GRAIN..PACK OF 18	40	
Parts & Other	Knight Rifles	Barnes...50 Cal	M900584	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900584..BARNES RED HOT...52 CAL 350 GRAIN..PACK OF 18	10	
Parts & Other	Knight Rifles	Shot, Red	M900586	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900586..BARNES RED HOT...52 CAL 375 GRAIN..PACK OF 18	10	
Parts & Other	Knight Rifles	Shot, Red	M900590	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900590..BARNES RED HOT...50 CAL 250 GRAIN..PACK OF 18	27	
Parts & Other	Knight Rifles	Shot, Red	M900591	Barnes Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900591..BARNES RED HOT...50 CAL 300 GRAIN..PACK OF 18	20	
Parts & Other	Knight Rifles	Full Plastic	M900592	Barnes Spitzer	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900592..BARNES SPITZER BT...50 CAL 245 GRAIN..PACK OF 18	30	
Parts & Other	Knight Rifles	Orange Disc	M900593	Barnes Spitzer	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900593..BARNES SPITZER BT...50 CAL 285 GRAIN..PACK OF 18	30	
Parts & Other	Knight Rifles	Modern Muzzle Loading Inc.	M900594	Barnes Pt	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900594..BARNES PT BT...50 CAL 250 GRAIN..PACK OF 18	25	
Parts & Other	Knight Rifles	Modern Muzzle Loading Inc.	M900595	Barnes...50 Cal	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900595..BARNES...50 CAL 290 GRAIN	17	
Parts & Other			M900607	Bronze Cerakote	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900607..KIT, CONVERSION..DISC EXTREME	10	
Parts & Other			M900608	Barrel, 5 Chokes	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900608..KIT, CONV DISC EX..BARE PRIMER	8	
Parts & Other	Knight Rifles	Modern Muzzle Loading Inc.	M900614	Shot, Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900614..SHOT, RED HOT MAGNUM..# 4, 3.5#	20	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other	Knight Rifles	Modern Muzzle Loading Inc.	M900615	Shot, Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900615..SHOT, RED HOT MAGNUM..# 5, 3.5#	20	
Parts & Other	Knight Rifles	Modern Muzzle Loading Inc.	M900616	Shot, Red	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900616..SHOT, RED HOT MAGNUM..# 6, 3.5#	20	
Parts & Other			M900881	Chokes, Black	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900881..CLN, ACCY CLEANING PACK...50 CAL	20	
Parts & Other			M900883	Chokes, Black	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M900883..CLN, ACCY CLEANING PACK...45 CAL	20	
Parts & Other	Knight Rifles	Modern Muzzle Loading Inc.	M901104	Full Plastic	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M90104..FULL PLASTIC JACKET..100 / PACK	88	
Parts & Other	Knight Rifles	Modern Muzzle Loading Inc.	M901107	Orange Disc	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M90107..ORANGE DISC PRIMERS, 100/PACK	3	
Parts & Other			M901601	Chokes, Od	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M901601..KIT, STARTER KIT...50 CAL	10	
Parts & Other			M901602	Chokes, Od	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...ITEM # M901602..KIT, STARTER KIT...52 CAL	10	
Parts & Other			MBANNER	Barrel, 5 Chokes	Modern Muzzle Loading Inc., Knight Rifles ACCESSORIES, USA...KNIGHT RIFLE VINYL BANNER 2" X 3"	48	
Parts & Other			LA-XT15-WE-14	Exposed Hammer	Lazer Arms, Turkey, Shotgun, XT15, 1-Shot, 28ga, 3", 14" Vent Rib Barrel, Exposed Hammer, Walnut, Silver.	28	
Parts & Other			LA-XT16-WH-14	Hammerless, Walnut	Lazer Arms, Turkey, Shotgun, XT16, 1-Shot, 28ga, 3", 14" Vent Rib Barrel, Hammerless, Walnut, Silver.	40	
Parts & Other			LA-XT17-SE-14	Exposed Hammer	Lazer Arms, Turkey, Shotgun, XT17, 1-Shot, 28ga, 3", 14" Vent Rib Barrel, Exposed Hammer, Synthetic, Black.	14	
Parts & Other			LA-XT18-SH-14	Hammerless, Synthetic	Lazer Arms, Turkey, Shotgun, XT18, 1-Shot, 28ga, 3", 14" Vent Rib Barrel, Hammerless, Synthetic, Black.	28	
Parts & Other			LA101-MAG-17H-5	Walnut Stock	Lithgow Arms, Magazine for LA101 Bolt Action Rifle, 17HMR, 5rd, Black, Polymer.	70	
Parts & Other			LA102-MAG-223-4	Forest Green	Lithgow Arms, Magazine for LA102 Bolt Action Rifle, .223, 4rd, Black, Polymer.	70	
Parts & Other			LA102-MAG-243-3	Mmt Nutmeg	Lithgow Arms, Magazine for LA102 Bolt Action Rifle, .243 & .308 Win, 3rd, Black, Polymer.	70	
Parts & Other			LA102-POLYMER-STOCK-BLK	Shadow Grey	Lithgow Arms, Australia, POLYMER STOCK, BLACK, for LA102 Bolt Action Rifle, comaptible with .223, .243 & .308	4	
Parts & Other			BT-MAG-CH-9mm		Bul Ltd., Israel, Magazine, 10rd Capacity, 9mm. Fits all Cherokee Models.	40	
Parts & Other			BT-MAG-M5-40S&W	Rifle, Shadow	Bul Ltd., Israel, Magazine, 10rd Capacity, 40S&W. Fits all M5 Models except Classic 1911.	32	
Parts & Other			BT-MAG-M5CL-45	Rifle, Mmt	Bul Ltd., Israel, Magazine, 8rd, 45ACP. Fits all M5 1911 Classic Models Only.	40	
Parts & Other			TC-AR-B		Tapco, Intrafuse, Polymer AR, 5/30rd, Black	9	
Parts & Other			TW-BM71-MAG-O		OEM Beretta 71 Magazine, 22LR, 8rd, Italian Made	18	
Parts & Other			TW-BM92-MAG-R		Beretta 92, Replica Mag, New, 10rd	40	
Parts & Other			TW-MAG-TK-Ruger1022		Triple-K Magazines, Ruger 10.22, 10rd, 22LR, New, USA Made	3	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			MA-BOWFISHING-KIT	Nutmeg, West	Martin ARCHERY - Martin Outdoors LLC, USA...BOW FISHING KIT.; 3 X ARROWS WITH FISHING HEAD & REEL, STABILIZER BAR, FIXED REST.	65	
Parts & Other			MDT-102013-MAGM-BLK	The Ultra	Modular Driven Technology (MDT) ..Metal Magazine, Black finish, 10..SHORT ACTION, 10 ROUND	2	
Parts & Other			MDT-102856-SCS-BLK		Modular Driven Technology (MDT) ..SCS - Skeleton Carbine STOCK - SCS - CERAKOTE BLACK	1	
Parts & Other			MDT-103089-MAGP-BLK	Composite, 50Cal, 26" Barrel, 1:28" Twist, Timney	Modular Driven Technology (MDT) ..Poly / Metal Magazine, Black finish, 10 Round, fit ESS Series	3	
Parts & Other			MDT-103419-PGRIP-BLK		Modular Driven Technology (MDT) ..Pistol Grip - Black, for MDT CHASSIS	2	
Parts & Other			MDT-103419-PGRIP-FDE		Modular Driven Technology (MDT) ..Pistol Grip - FDE, for MDT CHASSIS	1	
Parts & Other			MDT-103631-RBAGML-BLK		Modular Driven Technology (MDT) ..REAR BAG RIDER M-LOCK. ALUMINUM	1	
Parts & Other			MDT-103789-BSWT-BLK		Modular Driven Technology (MDT) ..BUTT STOCK WEIGHT..# 103789-BLK	1	
Parts & Other			MDT-104016-VPGRIP-BLK		Modular Driven Technology (MDT) ..Pistol Grip - Black, for MDT CHASSIS	1	
Parts & Other			MDT-104583-SCS-FDE		Modular Driven Technology (MDT) ..SCS - Skeleton Carbine Stock..Cerakote FDE finish	1	
Parts & Other			MDT-ESS-LA102-104612-BLK	Barrel, 1:28" Twist	Modular Driven Technology (MDT) Chassis..ESS Series, designed to fit Lithgow LA102 barrel action, Right Hand, Cerakote Black finish	1	
Parts & Other			MDT-LSS-LA102-103246-BLK	Trigger, Straight	Modular Driven Technology (MDT) Chassis..LSS-XL GEN 2 System. Designed to fit Lithgow LA102 barrel action, Right Hand, Cerakote Black finish, Carbine Interface.	1	
Parts & Other			PARTS	Composite	Spare Parts provided as 2.5% of the purchase value by the MFG for warranty and service.	1	
Parts & Other			ACCESSORIES		Nikko Stirling, Accessories, Made in Japan & China.	1	
Parts & Other	Nikko Stirling	Sidewheel	NDSIWHEEL1	Accessories & Scopes	Nikko Stirling, SIDEWHEEL for Diamond Optic. Part # NDSIWHEEL1	34	
Parts & Other	Nikko Stirling	Sidewheel	NDSIWHEEL2	Accessories & Scopes	Nikko Stirling, SIDEWHEEL for Diamond 10-40 X 56 OPTIC. Part # NDSIWHEEL2	20	
Parts & Other	Nikko Stirling	Aligner	NSALIGNER	Accessories & Scopes	Nikko Stirling Scope alignment tool set, polymre case, multi caliber & 12 ga. PART # NSALINGER	73	
Parts & Other			NSLFMF7	Realtree Max1, 50Cal	Nikko Stirling Flashlight & Laser red dot. Pic. mount with remote (coil cord) control. PART # NSLFMF7	18	
Parts & Other	Nikko Stirling	Flashlight Laser Mount	NSLFR1	Accessories & Scopes	Nikko Stirling, Flashlight Laser Mount, 1" mount to attach to 1" rifle scopes. Ring with Pic rail attachment. NSLFR1	38	
Parts & Other	Nikko Stirling	Flashlight Laser Mount	NSLFR2	Accessories & Scopes	Nikko Stirling, Flashlight Laser Mount, 30mm mount to attach to 30 mm rifle scopes. Ring with Pic rail attachment. Part # NSLFR2	40	
Parts & Other	Nikko Stirling	Range Finder	NSLRF603	Accessories & Scopes	Nikko Stirling, Laser Range Finder, Made in China, 15-1200m, Case, Part: NSLRF603, Case of 20-Pieces.	32	
Parts & Other	Nikko Stirling	Monocular	NSM0630	Accessories & Scopes	Nikko Stirling, Monocular, Made in China, 6 x 30 wide, Part: NSM0630, Case of 20-Pieces...6x30 wide angle, Extreme big FOV (field of view), 10.5 degrees equals, 551feet@1000yds or 184m@1000m, Carry sling, Covers for lenses, Soft shell bag with belt loop	47	
Parts & Other	Nikko Stirling	Diamond	NSN60	Accessories & Scopes	Nikko Stirling, Made in China, DIAMOND 60MM	8	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			NSNWHEEL		NIKKO STIRLING, SIDE WHEEL	20	
Parts & Other			NSSCBY	Realtree Xtra	Nikko Stirling, Salesman Sample Bag, Holds 10-Pieces of Optics, Made in China, Case of 5.	5	
Parts & Other			NSSDR		Nikko Stirling, Scope Display Rack, Made in China, Case of 10.	353	
Parts & Other	Nikko Stirling	Scope Rings	NSM30WH	Accessories & Scopes	Nikko Stirling, Scope Rings, Made in China, Part: NSM30WH. SCOPE MOUNT 30mm WEAVER - HIGH ELEVATION	72	
Parts & Other	Nikko Stirling	Scope Rings	NSM30WM	Accessories & Scopes	Nikko Stirling, Scope Rings, Made in China, Part: NSM30WM. SCOPE MOUNT 30mm WEAVER - Medium Elevation	65	
Parts & Other	Nikko Stirling	Diamond	NSMQR30WH	Accessories & Scopes	Nikko Stirling, Made in China, Diamond QR Steel 30mm, Mount, Part: NSMQR30WH, Case of 72-Pieces, 30mm, Weaver Steel Mount, High, Matte Black, Quick Release.	70	
Parts & Other	Nikko Stirling	Diamond	NSMQR30WL	Accessories & Scopes	Nikko Stirling, Made in China, Diamond QR Steel 30mm, Mount, Part: NSMQR30WL, Case of 72-Pieces, 30mm, Weaver Steel Mount, Low, Matte Black, Quick Release.	127	
Parts & Other	Nikko Stirling	Diamond	NSMQR30WM	Accessories & Scopes	Nikko Stirling, Made in China, Diamond QR Steel 30mm, Mount, Part: NSMQR30WM, Case of 72-Pieces, 30mm, Weaver Steel Mount, Medium, Matte Black, Quick Release.	102	
Parts & Other	Nikko Stirling	Diamond	NSMQR1WH	Accessories & Scopes	Nikko Stirling, Made in China, Diamond QR Steel 1", Mount, Part: NSMQR1WH, Case of 72-Pieces, 1", Weaver Steel Mount, High, Matte Black, Quick Release.	57	
Parts & Other	Nikko Stirling	Diamond	NSMQR1WL	Accessories & Scopes	Nikko Stirling, Made in China, Diamond QR Steel 1", Mount, Part: NSMQR1WL, Case of 72-Pieces, 1", Weaver Steel Mount, Low, Matte Black, Quick Release.	127	
Parts & Other	Nikko Stirling	Diamond	NSMQR1WM	Accessories & Scopes	Nikko Stirling, Made in China, Diamond QR Steel 1", Mount, Part: NSMQR1WM, Case of 72-Pieces, 1", Weaver Steel Mount, Medium, Matte Black, Quick Release.	111	
Parts & Other			NDHOLOT4M	Realtree	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDHOLOT4M, Made in Japan, Case of 10-Pieces, Mount for ProT 4 (SKU: NDHOLOT4).	12	
Parts & Other			NDHOLOT5M	Realtree	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDHOLOT5M, Made in Japan, Case of 10-Pieces, ..(Mount for ProT5 SKU: NDHOLOT5).	30	
Parts & Other	Nikko Stirling	Diamond	NDSPMT1	Accessories & Scopes	Nikko Stirling, Mount, Diamond Speed Sights, Model: NDSPMT1, Made in Japan, 1" Mount for SAS OR XT Handguns.	40	
Parts & Other	Nikko Stirling	Diamond	NDSPMT30	Accessories & Scopes	Nikko Stirling, Mount, Diamond Speed Sights, Model: NDSPMT30, Made in Japan, 30mm Munt for SAS OR XT Handguns.	40	
Parts & Other	Nikko Stirling	Diamond	NDSPXT1911	Accessories & Scopes	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDSPXT1911, Made in Japan, Mount for 1911 Handguns.	5	
Parts & Other	Nikko Stirling	Diamond	NDSPXT92	Accessories & Scopes	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDSPXT92, Made in Japan, FOR BERETTA 92 Handguns.	5	
Parts & Other	Nikko Stirling	Diamond	NDSPXTGL9	Accessories & Scopes	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDSPXTGL9, Made in Japan, Mount for GLOCK 9 Handguns	3	
Parts & Other	Nikko Stirling	Diamond	NDSPXTXD	Accessories & Scopes	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDSPXTXD, Made in Japan, Mount for Handguns.	15	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other	Nikko Stirling	Diamond	NSM1WH	Accessories & Scopes	Nikko Stirling, Made in China, Diamond Steel 1", Mount, Part: NSM1WH, 1", Weaver Steel Mount, High, Matte Black	90	
Parts & Other	Nikko Stirling	Diamond	NSM1WL	Accessories & Scopes	Nikko Stirling, Made in China, Diamond Steel 1", Mount, Part: NSM1WL, 1", Weaver Steel Mount, Low Elevation, Matte Black	54	
Parts & Other	Nikko Stirling	Diamond	NSM1WM	Accessories & Scopes	Nikko Stirling, Made in China, Diamond Steel 1", Mount, Part: NSM1WM, 1", Weaver Steel Mount, Medium, Matte Black	36	
Parts & Other	Nikko Stirling	Scope Base	NMREM101	Accessories & Scopes	Nikko Stirling, Scope Base, Made in China, Part: NMREM101, 2-Piece Base for HOWA/Rem 700, Case of 144-Pieces.	157	
Parts & Other	Nikko Stirling	MountMaster	NSMM1WH	Accessories & Scopes	Nikko Stirling, Made in China, MountMaster AO, Mount, Part: NSMM1WH, Case of 100-Pieces, Match 1" Weaver Style, High.	61	
Parts & Other	Nikko Stirling	MountMaster	NSMM1WM	Accessories & Scopes	Nikko Stirling, Made in China, MountMaster AO, Mount, Part: NSMM1WM, Case of 100-Pieces, Match 1" Weaver Style, Medium.	214	
Parts & Other	Nikko Stirling	MountMaster	NSMM30WH	Accessories & Scopes	Nikko Stirling, Scope Mounts, MountMaster AO, Made in China, 30mm 3/8 Weaver Style, High, Part: NSMM30WH	38	
Parts & Other	Nikko Stirling	MountMaster	NSMM30WL	Accessories & Scopes	Nikko Stirling, Scope Mounts, MountMaster AO, Made in China, 30mm 3/8 Weaver Style, Low, Part: NSMM30WL.	35	
Parts & Other	Nikko Stirling	MountMaster	NSMM30WM	Accessories & Scopes	Nikko Stirling, Scope Mounts, MountMaster AO, Made in China, 30mm 3/8 Weaver Style, Medium, NSMM30WM.	149	
Parts & Other	Nikko Stirling	Scope Base	NM15500	Accessories & Scopes	Nikko Stirling, Scope Base, Made in China, 1-Piece Picatinny Base Suite SHORT Action HOWA Blued Finish, Part: NM15500.	181	
Parts & Other	Nikko Stirling	Scope Base	NM15502	Accessories & Scopes	Nikko Stirling, Scope Base, Made in China, 1-Piece Picatinny Base Suite LONG Action HOWA Blued Finish, Part: NM15502.	100	
Parts & Other	Nikko Stirling	Scope Base	NM15503	Accessories & Scopes	Nikko Stirling, Scope Base, Made in China, 1-Piece Picatinny Base Suite LONG Action HOWA Blued Finish, Part: NM15503.	92	
Parts & Other			OPTICS		Nikko Stirling, Optics, Made in Japan & China.	1	
Parts & Other	Nikko Stirling	Diamond	NSFFP3441644 HMD	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, Model: NSFFP3441644HMD, 34MM TUBE...Made in China, First Focal Plane 4-16x44 HMD.	22	
Parts & Other	Nikko Stirling	Diamond	NSFFP3441644 PRR	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, ..Model: NSFFP3441644PRR, 34MM TUBE...Made in China, First Focal Plane 4-16x44 PRR.	17	
Parts & Other	Nikko Stirling	Diamond	NSFFP3462450 HMD	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, Model: NSFFP3462450HMD, 34MM TUBE...Made in China, First Focal Plane 6-24x50 HMD.	14	
Parts & Other	Nikko Stirling	Diamond	NSFFP3462450 PRR	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, ..Model: NSFFP3462450PRR, 34MM TUBE...Made in China, Case of 20-Pieces, First Focal Plane 6-24x50 PRR.	21	
Parts & Other	Nikko Stirling	Diamond	NSFFP41644H MD	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, Model: NSFFP41644HMD, Made in China, First Focal Plane 4-16x44 HMD.	38	
Parts & Other	Nikko Stirling	Diamond	NSFFP62450H MD	Accessories & Scopes	Nikko Stirling, Optic, Diamond FFP, Model: NSFFP62450HMD, Made in China, First Focal Plane 6-24x50 HMD.	22	
Parts & Other	Nikko Stirling	Diamond	NDSI104056LR HF	Accessories & Scopes	Nikko Stirling, Optic, Diamond Long Range, Model: NDSI104056LRHF, Made in China, 10-40x56 Saddle Switch Illuminated HF Reticle.	17	
Parts & Other	Nikko Stirling	Diamond	NDSI41650LRH F	Accessories & Scopes	Nikko Stirling, Optic, Diamond Long Range, Model: NDSI41650LRHF, Made in China, 4-16x50 Saddle Switch Illumintaed HF Reticle.	7	
Parts & Other	Nikko Stirling	Target Master	NSTT3062456MD	Accessories & Scopes	NIKKO STIRLING, OPTIC. TARGETMASTER. Made in China. Model NSTT3062456MD. 6-24x56, Saddle Focus, Illuminated, Half MD, Sunshade Included	16	
Parts & Other			NDHOLOT4	Realtree Max1, 52Cal	Nikko Stirling, Optic, Diamond Speed Sights, ..Model: NDHOLOT4, Made in Japan, ProT 4; New Illumination, Waterproof, 1 MOA Click adjustments	12	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other	Nikko Stirling	Speed Sights	NDHOLOT4M	Accessories & Scopes	NIKKO STIRLING OPTICS:DIAMOND SPEED SIGHTS:NDHOLOT4M	12	
Parts & Other	Nikko Stirling	Speed Sights	NDHOLOT5	Accessories & Scopes	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDHOLOT5, Made in Japan, Pro T 5; New Illumination, Waterproof, 1 MOA Click adjustments, AUTO OFF / AUTO ON	26	
Parts & Other			NDSMRSL	Cal, 22" 416 Stainless	Nikko Stirling, Optic, Reflex Red Dot, Model: NDSMRSL, Nikko Stirling, Diamond Speed Sights, MRSL, Japan, Red Dot Reflex Sight	3	
Parts & Other	Nikko Stirling	Speed Sights	NDSPXT4	Accessories & Scopes	Nikko Stirling, Optic, Diamond Speed Sights, Model: NDSPXT4, Made in Japan, New Illumination, Waterproof, 4 MOA RED DOT	5	
Parts & Other	Nikko Stirling	Diamond	NDSI104056LRHMD	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI104056LRHMD, Made in China, 10-40x56, 30mm	2	
Parts & Other	Nikko Stirling	Diamond	NDSI1424	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI1424, Made in China, Case of 10-Pieces, 1-4x24 Saddle Switch Illuminated Reticle.	40	
Parts & Other	Nikko Stirling	Diamond	NDSI15644	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI15644, Made in China, 1.5-6x44, Saddle Switch Illuminated Reticle	35	
Parts & Other	Nikko Stirling	Diamond	NDSI251050	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI251050, Made in China, 2.5-10X50, Saddle Switch Illuminated Reticle	1	
Parts & Other	Nikko Stirling	Diamond	NDSI31242	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI31242, Made in China, 3-12X42, Saddle Switch Illuminated Reticle	68	
Parts & Other	Nikko Stirling	Diamond	NDSI31256	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI31256, Made in China, 3-12X56, Saddle Switch Illuminated Reticle	44	
Parts & Other	Nikko Stirling	Diamond	NDSI31262	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI31262, Made in China, 3-12X62, Saddle Switch Illuminated Reticle	16	
Parts & Other	Nikko Stirling	Diamond	NDSI3942	Accessories & Scopes	Nikko Stirling, Optic, Diamond Series, Model: NDSI3942, Made in China, Case of 10-Pieces, 3-9x42 Saddle Switch Illuminated Reticle.	36	
Parts & Other	Nikko Stirling	Diamond	NSNC105060HMDIR	Accessories & Scopes	NIKKO STIRLING OPTICS:DIAMOND:NSNC105060HMDIR	16	
Parts & Other	Nikko Stirling	Diamond	NSN105060MDIR	Accessories & Scopes	Nikko Stirling, Optics, DIAMOND SERIES. MODEL NSN10506MDIR. Made in Japan. 10-50 x 60. Target Turrets.	30	
Parts & Other	Nikko Stirling	Diamond	NSN10506NATO	Accessories & Scopes	Nikko Stirling, Optics, DIAMOND SPORTSMAN SERIES. MODEL NSN10506NATO. Made in Japan. 10-50 x 60. Target Turrets, 1/8 MOA (3.5mm at 100m), 30mm main tube, Glass etched reticle, NATO or Mil Dot reticle.	4	
Parts & Other	Nikko Stirling	Diamond	NSTT3041644LRX	Accessories & Scopes	NIKKO STIRLING, OPTIC. NIKKO STIRLING OPTIC. Made in China. Model TARGETMASTER NSTT3041644LRX. 30MM 4-16-44, Target Turrets with precise 1/8 MOA click, Lockable Zero-retention rings on turrets. Glass etched, red illuminated Half Mil Dot reticle, ETE C...	4	
Parts & Other			NSTT3041644MD		NIKKO STIRLING, OPTIC. NIKKO STIRLING OPTIC. Made in China. NSTT3041644MD	2	
Parts & Other	Nikko Stirling	Hunting Turrets	NSMEG1424	Accessories & Scopes	Nikko Stirling, Optics,METOR..NSMEG1424, 1-4X24 GLASS..4 Dot, 30mm tube, ¼ inch/MOA click (7mm@100m) ..Hunting turrets, Perfect edge to edge clarity ..Fully multicoated lenses, Fine-tuned illumination...Best optical and mechanical performance	7	
Parts & Other	Nikko Stirling	Hunting Turrets	NSMEG251050	Accessories & Scopes	Nikko Stirling, Optics,METOR..NSMEG1424, 1-4X24 GLASS..4 Dot, 30mm tube, ¼ inch/MOA click (7mm@100m) ..Hunting turrets, Perfect edge to edge clarity ..Fully multicoated lenses, Fine-tuned illumination...Best optical and mechanical performance	14	
Parts & Other	Nikko Stirling	Hunting Turrets	NSMEG31256	Accessories & Scopes	Nikko Stirling, Optics,METOR..NSMEG31256, 3-12 x 56. GLASS..4 Dot, 30mm tube, ¼ inch/MOA click (7mm@100m) ..Hunting turrets, Perfect edge to edge clarity ..Fully multicoated lenses, Fine-tuned illumination ..Best optical and mechanical performance	19	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			NSOC1824	50Cal	Nikko Stirling, Optic, OCTA Series...Model NSCO1824..30mm, ¼ inch / MOA increments (7mm@100m), Hunting turrets, Parallax adjustment on 1-8X24, Illumination, 4 Dot - glass Reticle, Fully multicoated lenses, High end mechanics and performance. ...Made i...	1	
Parts & Other	Nikko Stirling	Hunting Turrets	NSOC21650	Accessories & Scopes	Nikko Stirling, Optic, OCTA Series...Model NSCO1824..30mm, ¼ inch / MOA increments (7mm@100m), Hunting turrets, Parallax adjustment on 2-16x50, Illumination, 4 Dot - glass Reticle, Fully multicoated lenses, High end mechanics and performance. Made in...	8	
Parts & Other	Nikko Stirling	Panamax	NPGI61850AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1" Long Range, Model: NPGI61850AO, Made in China, 6-18x50 HMD Glass Reticle IR AO.	15	
Parts & Other			NPGI3940	Show gun	Nikko Stirling, Optic, Panamax 1", Model: NPGI3940, Made in China, Case of 10-Pieces, 3-9x40 HMD Glass Reticle IR.	1	
Parts & Other	Nikko Stirling	Panamax	NPGI3940AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPGI3940AO, Made in China, Case of 10-Pieces, 3-9x40 HMD Glass Reticle IR AO.	12	
Parts & Other	Nikko Stirling	Panamax	NPGI3950AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPGI3950AO, Made in China, Case of 10-Pieces, 3-9x50 HMD Glass Reticle IR AO.	8	
Parts & Other	Nikko Stirling	Panamax	NPGI41250AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPGI41250AO, Made in China, Case of 10-Pieces, 4-12x50 HMD Glass Reticle IR AO.	32	
Parts & Other	Nikko Stirling	Panamax	NPGI451450AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPGI451450AO, Made in China, Case of 10-Pieces, 4.5-14x50 HMD Glass Reticle IR AO.	4	
Parts & Other			NPW3940	Skull Workz	Nikko Stirling, Optic, Panamax 1", Model: NPW3940, Made in China, 3-9x40 HMD Reticle.	1	
Parts & Other	Nikko Stirling	Panamax	NPW3940AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPW3940AO, Made in China, 3-9x40 HMD Reticle AO.	12	
Parts & Other	Nikko Stirling	Panamax	NPW3950	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPW3950, Made in China, ..3-9x50 HMD Reticle.	8	
Parts & Other	Nikko Stirling	Panamax	NPW3950AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPW3950AO, Made in China, 3-9x50 HMD Reticle AO.	25	
Parts & Other	Nikko Stirling	Panamax	NPW41250AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPW41250AO, Made in China, Case of 10-Pieces, 4-12x50 HMD Reticle AO.	45	
Parts & Other	Nikko Stirling	Panamax	NPW451450AO	Accessories & Scopes	Nikko Stirling, Optic, Panamax 1", Model: NPW451450AO	2	
Parts & Other	Nikko Stirling	Reflex Red Dot	NRD12233	Accessories & Scopes	Nikko Stirling, Optic, Reflex Red Dot, Model: NRD12233, 1 X 22 X 33, RED-DOT, 5/8 MOUNT	2	
Parts & Other	Nikko Stirling	Reflex Red Dot	NRD30IM	Accessories & Scopes	Nikko Stirling, Optic, Reflex Red Dot, Model: NRD30IM38, Made in China, 30mm Red Dot with 5/8 Integrated Mounts.	46	
Parts & Other	Nikko Stirling	Reflex Red Dot	NRD30IM38	Accessories & Scopes	Nikko Stirling, Optic, Reflex Red Dot, Model: NRD30IM38, Made in China, Case of 50-Pieces, 30mm Red Dot with 3/8 Integrated Mounts.	22	
Parts & Other			NRD40IM	Realtree Xtra	Nikko Stirling, Optic, Reflex Red Dot, Model: NRD40IM, Made in China, 40mm Red Dot with 5/8 Integrated Mounts.	6	
Parts & Other	Nikko Stirling	Reflex Red Dot	NRD40IM38	Accessories & Scopes	Nikko Stirling, Optic, Reflex Red Dot, Model: NRD40IM38, Made in China, Case of 50-Pieces, 40mm Red Dot with 3/8 Integrated Mounts.	35	
Parts & Other	Nikko Stirling	Reflex Red Dot	NRD50IM	Accessories & Scopes	Nikko Stirling, Optic, Reflex Red Dot, Model: NRD50IM, Made in China, Case of 50-Pieces, 50mm Red Dot with 5/8 Integrated Mounts.	2	
Parts & Other			NS130	The Tk	Nikko Stirling, Optic, Reflex Red Dot, Model: NS130. Nikko Stirling NS130 Red Dot Sight. Dual-color red/green illumination settings. Fast target acquisition, Parallax free and unlimited eye relief, 1x magnification, 12 position dot intensity adjustment...	1	
Parts & Other	Nikko Stirling	Reflex Red Dot	NS433	Accessories & Scopes	Nikko Stirling, Optic, Reflex Red Dot, Model: NS433, Made in China, Case of 50-Pieces, Red & Green Dot, 12 position dot intensity adjustment, Windage and Elevation, Mounts for 3/8 & 5/8" Weaver Style mounting systems...4-different Reticle pattern in on...	85	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			NS533	Break Action	Nikko Stirling, Optic, Reflex Red Dot, Model: NS433, Made in China, Case of 50-Pieces, Red & Green Dot, 12 position dot intensity adjustment, Windage and Elevation, Mounts for 3/8 & 5/8" Weaver Style mounting systems...4-different Reticle pattern in on...	5	
Parts & Other			NS534	Synthetic Stock	Nikko Stirling, Optic, Reflex Red Dot, Model: NS534, Made in China, Red & Green Dot, with 5/8 Integrated Mounts.	17	
Parts & Other	Nikko Stirling	Reflex Red Dot	NSLX2	Accessories & Scopes	Nikko Stirling, Optic, 2 X MAGNIFICATION, RED DOT REFLEX SIGHT, Model: NSLX2, Made in China, LX2 with Integrated 7/8" Mount.	83	
Parts & Other	Nikko Stirling	Reflex Red Dot	NSLX3	Accessories & Scopes	Nikko Stirling, Optic, Reflex Red Dot, Model: NSLX3, Made in China, LX3 with Integrated 7/8" Mount.	1	
Parts & Other	Nikko Stirling	Tactical Combat	NSC432C	Accessories & Scopes	Nikko Stirling, TACTICAL COMPACT Optic, Model: NSC432C, Made in China. .1 inch matte black alloy body tube, Waver mount included, Plex reticle, Multicoated lenses, Waterproof, fogproof, shockproof, Nitrogen filled, 1/4 MOA adjustments (7mm@100m). Fa...	37	
Parts & Other	Nikko Stirling	Ultimax	UL1624	X 24 Scope	Nikko Stirling, Optic, Ultimax Series, Model: UL1624, Made in Japan, 1-6 X 24 Scope.	1	
Parts & Other	Nikko Stirling	Ultimax	UL21050	X50 Scope	Nikko Stirling, Optic, Ultimax Series, Model: UL21050, Made in Japan, 2.5-10x50 Scope, Case of 10 Pieces.	16	
Parts & Other	Nikko Stirling	Ultimax	UL31256	X56 Scope	Nikko Stirling, Optic, Ultimax Series, Model: UL31256, Made in Japan, 3-12x56 Scope, Case of 10 Pieces.	15	
Parts & Other			TW-TH-TL-BASE-PYB		Trojan Horse, Trigger Locks, Black Polymer, Bolt-Key System.	2	
Parts & Other			TW-TH-TL-BASE-PYR		Trojan Horse, Trigger Locks, Red Polymer, Bolt-Key System.	1	
Parts & Other			TW-TH-TL-COMBO	T6 Aluminum	Ningbo Shunjay Imp & Exp Co. Ltd., China, Trigger Locks, Steel, Combination System.	3	
Parts & Other			TW-TH-TL-KEYED		Trojan Horse, Trigger Lock, Steel, Keyed System.	3	
Parts & Other			TW-TH-TL-ZA		Trojan Horse, Trigger Locks, Zinc Alloy, Silver/Chrome, Bolt-Key System.	3	
Parts & Other			OKAY-10-A-DL-BP	Magazine, 20" Barrel	OKAY, USA, Magazine, 10rd, 5.56 NATO, Aluminum, Dry Lube Finish, Prohibited.	1	
Parts & Other			OKAY-5-20-A-DL-BP	Mag, 20" Barrel	OKAY, USA, Magazine, 5.56 NATO, 5/20rd, Aluminum, Dry Lube Finish, Bulk Packaging.	1	
Parts & Other			Delivery	Mags, 19" Barrel	Inbound Freight/Insurance charges incurred by TWI for incoming product from abroad.	3	
Parts & Other			Item		Promotional Item from Manufacturer at \$0 Cost:	13	
Parts & Other			RS-BP-20-2MAG		Ranger Silah, Turkey, Box Magazine for Bullpup Shotgun, 20GA, 2rd Capacity.	30	
Parts & Other			RCHV284	37.46698738	Rio Ammunition, USA, Shotgun Shell, RCHV284 28 GA. AKA#C628.400.0320	8	
Parts & Other			Broadheads		SA Sports Broadheads..USA / ARCHERY & ARCHERY ACCESSORIES	8	
Parts & Other			TW-TH-TL-BASE-PYB		Trojan Horse, Trigger Lock, Black Polymer, Bolt-Lock & Key.	2	
Parts & Other			TW-TH-TL-BASE-PYR		Trojan Horse, Trigger Lock, Red Polymer, Bolt-Lock & Key.	1	
Parts & Other			TW-TH-TL-BASE-ZA	M900128	Shanghai Kamal Trading Co. Ltd., China, Trigger Lock, Zinc Alloy, Bolt-Lock & Key, Silver/Chrome.	3	
Parts & Other			TW-TH-TL-COMBO		Trojan Horse, Trigger Lock, Steel, Combination System.	3	
Parts & Other			TW-TH-TL-KEYED		Trojan Horse, Trigger Lock, Steel, Keyed System.	3	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			SWT-1-CASE	M900136	Shockwave Targets, USA, SWT-1, 1lb Target, Case of 20-1lb Targets., 50 Cases on a Pallet.	3	
Parts & Other			SA-SP12-10RD-MAG	M900137	Sulun Arms, Turkey, Pump Shotgun Magazine, 12ga, 3", 10rd Capacity for SP12 Shotgun.	553	
Parts & Other			SA-SP12-2RD-MAG	Shotgun	Sulun Arms, Turkey, Pump Shotgun Magazine, 12ga, 3", 2rd for SP12 Shotgun.	100	
Parts & Other			SA-SP12-5RD-MAG	Shotgun	Sulun Arms, Turkey, Pump Shotgun Magazine, 12ga, 3", 5rd for SP12 Shotgun.	100	
Parts & Other			SA-TAC12-EXT-CHOKE		SULUN ARMS, Turkey, Extended Choke Kit for TAC12 SHOTGUN.	205	
Parts & Other			SA-TAC12-FIXED-STOCK		SULUN ARMS, Turkey, FIXED STOCK FOR TAC12 SHOTGUN.	207	
Parts & Other			SA-TAC12-FLASH-HIDER		SULUN ARMS, Turkey, FLASH HIDER FOR TAC12 SHOTGUN.	666	
Parts & Other			TW-SP-BM71-FRM		Beretta 71 Bare Frame	47	
Parts & Other	Thureon Defense	Thureon Defense	THU-A-SHSR	Other	Thureon Defense, USA, Scope Ring Set, Sunny Hill, Aluminum, 1" High.	5	
Parts & Other			TA-410-UPPER	M900139	Candemir Silah (Mfg), Turkey (Origin), Tigris Arms (Brand), Upper Receiver, for Semi-Auto (not a firearm), 410ga, 2.5" Chamber (64mm), 5rd Capacity, 19" Barrel, Manual, Warranty Card, Black Finish. This upper fits onto an AR15 but on its own is not con...	2	
Parts & Other			ASR-10MM-MAG-TNW		TNW Firearms Inc., USA, ASR 10 mm 10 rd magazine.	17	
Parts & Other			ASR-22-MAG-CATCH	M900145	TNW Firearms Inc., USA, Service Part..22LR (RIMFIRE) Magazine Catch, Spring Button	2	
Parts & Other			ASR-22-MAG-TNW		TNW Firearms Inc., USA, ASR 22 LR 10 rd magazine.	18	
Parts & Other			ASR-40-10-THREAD-CAP		TNW Firearms Inc., USA, Service Part..40S&W / 10mm Thread Protector	2	
Parts & Other			ASR-40-BARREL-BK-18.6	M900183	TNW Firearms Inc., USA, Service Part..40 S&W Barrel Assembly, 18.6", Threaded, Black	1	
Parts & Other			ASR-40-BOLT-HEAD-ASSLY	M900184	TNW Firearms Inc., USA, Service Part..40 / 10 / 357 Bolt head assembly	2	
Parts & Other			ASR-45-BARREL-BK-18.6	M900185	TNW Firearms Inc., USA, Service Part..45ACP Barrel Assembly, 18.6", Threaded, Black	2	
Parts & Other			ASR-45-BOLT-HEAD-ASSLY		TNW Firearms Inc., USA, Service Part..45 ACP Bolt head assembly	2	
Parts & Other			ASR-45-MAG-CATCH		TNW Firearms Inc., USA, Service Part..45ACP Magazine Catch, Spring Button	2	
Parts & Other			ASR-45-THREAD-CAP		TNW Firearms Inc., USA, Service Part..45ACP Thread Protector	2	
Parts & Other			ASR-9-40-MAG-CATCH	M900145	TNW Firearms Inc., USA, Service Part..9mm / 40S&W, Magazine Catch, Spring Button	2	
Parts & Other			ASR-9-BOLT-HEAD-ASSLY		TNW Firearms Inc., USA, Service Part..9mm Bolt head assembly	4	
Parts & Other			ASR-9MM-MAG-TNW	M900203	TNW Firearms Inc., USA, Glock 19 style - 9 mm 10 rd magazine.	1	
Parts & Other			ASR-9-THREAD-CAP		TNW Firearms Inc., USA, Service Part..9mm Thread Protector	2	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			ASR-BARREL-NUT-BLK		TNW Firearms Inc., USA, Service Part..BARREL NUT - BLACK	2	
Parts & Other			ASR-BARREL-NUT-FDE		TNW Firearms Inc., USA, Service Part..BARREL NUT - DARK EARTH	2	
Parts & Other			ASR-BARREL-NUT-GRE		TNW Firearms Inc., USA, Service Part..BARREL NUT - AERO GREY	2	
Parts & Other			ASR-BARREL-NUT-ODG		TNW Firearms Inc., USA, Service Part..BARREL NUT - OD GREEN	1	
Parts & Other			ASR-BUGOUT		TNW Firearms Inc., USA, Bugout Bag (Backpack) for ASR Rifle, Black.	13	
Parts & Other			ASR-CHARGE-HANDLE-LG		TNW Firearms Inc., USA, Service Part..CHARGE HANDLE - LARGE SIZE	2	
Parts & Other			ASR-CROSS-PIN-W-RINGS	M900204	TNW Firearms Inc., USA, Service Part..ASR RECEIVER CROSS PINS WITH RINGS (ST OF 2)	6	
Parts & Other			ASR-EXT.BAR.NUT	M900485	TNW Firearms Inc., USA, Accessory Extended Barrel Nut - long foregrip for ASR Rifle (Non-Restricted), Black Finish.	4	
Parts & Other			ASR-EXT.HANDGUA RD.MLOK	M900486	TNW Firearms Inc., USA, Accessory Extended Length Barrel Nut / Handguard, M-LOK for ASR Rifle (Non-Restricted), Black Finish.	10	
Parts & Other			ASR-LOWERRAIL	M900540	TNW Firearms Inc., USA, Accessory LOWER PIC RAIL for ASR Rifle (Non-Restricted), Black Finish	13	
Parts & Other			ASR-PISTOL-GRIP		TNW Firearms Inc., USA, Service Part..PISTOL GRIP	2	
Parts & Other			ASR-SHRADA	M900541	TNW Firearms Inc., USA, Accessory Shroud Adaptor for ASR Rifle (Non-Restricted), Black Finish, Allows ASR Rifle to accept AR15 Handguards.	19	
Parts & Other			ASR-SKELHG	M900541	TNW Firearms Inc., USA, Accessory Handguard (Skeletonized) for ASR Rifle (Non-Restricted), Black Finish.	3	
Parts & Other			ASR-T-GRIP-POST		TNW Firearms Inc., USA, Accessory ..T-GRIP FRONT POST (VERTICAL GRIP)	12	
Parts & Other			TNW-LV3-BALLPLT	M900542	TNW Firearms Inc., USA, Level 3 Ballistic Plate for Survival Pack, White.	1	
Parts & Other			TD-BX-E-4	M900543	Typhoon Defence, Ozerbas Makina, Turkey, Barrel Extension for 12ga Shotgun, 4" (10cm), External Threading, Black Finish. THIS BARREL EXTENSION MUST BE THREADED TO ACCEPT MOBILE CHOKES.	491	
Parts & Other			TD-BX-E-6	M900543	Typhoon Defence, Ozerbas Makina, Turkey, Barrel Extension for 12ga Shotgun, 6" (15cm), External Threading, Black Finish. THIS BARREL EXTENSION MUST BE THREADED TO ACCEPT MOBILE CHOKES.	485	
Parts & Other			TD-BX-E-8	M900543	Typhoon Defence, Ozerbas Makina, Turkey, Barrel Extension for 12ga Shotgun, 8" (20cm), External Threading, Black Finish. THIS BARREL EXTENSION MUST BE THREADED TO ACCEPT MOBILE CHOKES.	481	
Parts & Other			TD-BX-I-4	M900544	Typhoon Defence, Ozerbas Makina, Turkey, Barrel Extension for 12ga Shotgun, 4" (10cm), Internal Threading, Black Finish. THIS BARREL EXTENSION MUST BE THREADED TO ACCEPT MOBILE CHOKES.	462	
Parts & Other			TD-BX-I-6	M900544	Typhoon Defence, Ozerbas Makina, Turkey, Barrel Extension for 12ga Shotgun, 6" (15cm), Internal Threading, Black Finish. THIS BARREL EXTENSION MUST BE THREADED TO ACCEPT MOBILE CHOKES.	438	
Parts & Other			TD-BX-I-8	M900544	Typhoon Defence, Ozerbas Makina, Turkey, Barrel Extension for 12ga Shotgun, 8" (20cm), Internal Threading, Black Finish. THIS BARREL EXTENSION MUST BE THREADED TO ACCEPT MOBILE CHOKES.	392	
Parts & Other			TD-CHK-5-12	M900545	Typhoon Defence, Turkey, 5-pcs Screw-In Choke Set (F,IM,M,IC,SK), 12ga, In Case with Wrench. Mobile Threading.	970	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			TD-F12-5CHOKE-EXT	M900546	Typhoon Defence, Turkey, 5-Piece Extended Choke Set (F, IM, M, IC, S) for F12 Shotguns. Only works for F12 Models (not F12M).	31	
Parts & Other			TD-F12-ACT-BAR-NEO	M900547	Typhoon Defence, Ozerbas Makine, Turkey, Shotgun Part, Neowelded Action Bar for F12 Shotgun.	23	
Parts & Other			TD-F12-ALLENKEYS		Typhoon Defence, Turkey, Allen Keys, for F12 Shotgun (Non-Restricted).	10	
Parts & Other			TD-F12-ANGBREAK		Typhoon Defence, Turkey, Angled Break, for F12 Shotgun (Non-Restricted).	8	
Parts & Other			TD-F12-BAR-185	M900559	Typhoon Defence, Turkey, 18.5" Barrel, 12ga, Semi-Auto, 3" Chamber, Threaded for External Choke. For F12 (Original).	27	
Parts & Other			TD-F12-BARRELNUT	M900547	Typhoon Defence, Turkey, Barrel Lock Nut (Holds Quadrail In Place), for F12 Shotgun (Non-Restricted).	34	
Parts & Other			TD-F12-BIPOD-ENH	M900562	Typhoon Defence, Turkey, Accessory, Foregrip / Bipod for F12 and F12M Shotguns. Enhanced Design.	2	
Parts & Other			TD-F12-BOLTCOMPLETE		Typhoon Defence, Turkey, Complete Bolt for F12 Shotguns.	31	
Parts & Other			TD-F12-BOLTRELEASE		Typhoon Defence, Ozerbas Makine, Turkey, Part, Bolt Release, for F12 Shotgun.	36	
Parts & Other			TD-F12-CHARGE-PORT		Typhoon Defence, Turkey, Charge Handle, Ported, Black, for F12 Shotguns.	45	
Parts & Other			TD-F12-CHARGE-STD		Typhoon Defence, Turkey, Charge Handle, Standard Black, for F12 Shotguns.	66	
Parts & Other			TD-F12-CKRIASSY		Typhoon Defence, Turkey, Part for F12 Shotgun, Cheek Riser Assembly, Black.	3	
Parts & Other			TD-F12-COMP		Typhoon Defence, Turkey, 12GA Compensator, for F12 Shotgun (Non-Restricted).	25	
Parts & Other			TD-F12-FLIPUPSIGHTS	M900563	Typhoon Defence, Turkey, Flip Up Sight Set (2-Pcs, Polymer), for F12/F12M Shotgun.	14	
Parts & Other			TD-F12-HAMMERSET		Typhoon Defence, Turkey, Hammer Set, for F12 Shotgun (Non-Restricted).	99	
Parts & Other			TD-F12-HG-MAXI	M900564	Typhoon Defence, Turkey, MAXI Forend, for F12 & F12M Shotgun (Non-Restricted).	15	
Parts & Other			TD-F12-HG-SPORT	M900564	Typhoon Defence, Turkey, SPORT Forend, for F12 & F12M Shotgun (Non-Restricted).	3	
Parts & Other			TD-F12-MAGBASEPLATE	M900541	Typhoon Defence, Turkey, Magazine Base Plate, for F12 Shotgun Magazine (Non-Restricted).	80	
Parts & Other			TD-F12M-BAR-185	M900578	Typhoon Defence, Turkey, 18.5" Barrel for F12 Shotgun, 12ga, Semi, 3", Threaded for Mobile Choke.	12	
Parts & Other			TD-F12M-BAR-20	M900580	Typhoon Defence, Turkey, 20" Barrel for F12 Shotgun, 12ga, Semi-Auto, 3" Chamber, Threaded for Mobile Choke.	25	
Parts & Other			TD-F12M-BAR-22	M900578	Typhoon Defence, Turkey, 22" Barrel for F12 Shotgun, 12ga, Semi, 3", Threaded for Mobile Choke.	49	
Parts & Other			TD-F12M-BAR-24	M900578	Typhoon Defence, Turkey, 24" Barrel for F12 Shotgun, 12ga, Semi, 3", Threaded for Mobile Choke.	46	
Parts & Other			TD-F12M-COMP	M900582	Typhoon Defence, Turkey, 12GA Compensator, for F12 Mobile Choke Version Shotgun. Includes Extended Choke Wrench.	585	
Parts & Other			TD-F12-OPSPRING		Typhoon Defence, Turkey, Operation Spring, for F12 Shotgun.	49	
Parts & Other			TD-F12-PISTOLGRIP		Typhoon Defence, Turkey, Pistol Grip, for F12 Shotgun (Non-Restricted).	21	
Parts & Other			TD-F12-RECLOCKNUT	M900547	Typhoon Defence, Turkey, Receiver Extension Lock Nut (Buttstock Lock Nut), for F12 Shotgun (Non-Restricted).	30	

SCHEDULE 6							
Category	Brand	Make	Model #	Type	Detailed Description	Count	Notes
Parts & Other			TD-F12-SIGHTTOOL	M900541	Typhoon Defence, Turkey, Front Sight Adjustment Tool, for F12 Shotgun (Non-Restricted).	20	
Parts & Other			TD-F12-STOCKASSY	M900547	Typhoon Defence, Complete Buttstock Assembly (stock, buffer tube, castle nut), for F12 & F12M Shotgun.	14	
Parts & Other			TD-F12-SUPPRESSOR		Typhoon Defense, Turkey, Fake Suppressor for F12 Shotguns.	24	
Parts & Other			TD-F12-TDPIN-BLK	M900583	Typhoon Defence, Turkey, Part for F12 Shotgun, Take Down Pin Set, Black Finish.	52	
Parts & Other			TD-F12-TDPIN-RED	M900584	Typhoon Defence, Turkey, Part for F12 Shotgun, Take Down Pin Set, Red Finish.	6	
Parts & Other			TD-F12-TRIGGERSET		Typhoon Defence, Turkey, Trigger Set, for F12 Shotgun (Non-Restricted).	15	
Parts & Other			TD-F12-WRENCH		Typhoon Defence, Turkey, Takedown Wrench, for F12 Shotgun (Non-Restricted).	38	
Parts & Other			MNT-16AD2-C		Carbine Blank Firing Adaptor	3	
Parts & Other			MNT-EL228GPQ		Combat Grip Light with Quick Detach Lever Lock	1	
Parts & Other			MNT-PMTOWL		Tactical 22 Mount with Picatiny/Weaver Rail	2	
Parts & Other			RG-FL27QS		Flip To side Ring Mount For Flashlight/Laser	1	
Parts & Other			SCP-A1245-A		Dual Front Sight Tool	2	
Parts & Other			TL-B7P78		Tactical OP-1 Bipod, Picatiny & Swivel Stud Mount	1	
Parts & Other			TL-CLBR223		22 Cal Bore Brushes, 3-Pack (Bronze, Cotton, Nylon)	2	
Parts & Other			TL-CLBR45		45 Cal Bore Brush, 3-Pack (Bronze, Cotton, Nylon)	2	
Parts & Other			TL-CLCB223		22 Cal Chamber Brush, 2-Pack (Bronze, Cotton, Nylon)	1	
Parts & Other			UZK-MAG-AS46-2RD	M900541	Uzkon, Turkey, 2rd Box Magazine for AS46 Pump-Action Shotgun, Non-Restricted.	8	
Parts & Other			UZK-MAG-AS46-5RD	M900541	Uzkon, Turkey, 5rd Box Magazine for AS46 Pump-Action Shotgun, Non-Restricted.	53	
Parts & Other			UZK-MAG-BR99-5RD	M900586	Uzkon, Turkey, 5rd Box Magazine for BR99 Semi-Auto Shotgun, for a Non-Restricted Firearm.	278	
Parts & Other			UZK-MAG-TR12&13-5RD	M900590	Uzkon, Turkey, 12GA, 5rd Box Magazine for BR99, TR100, CL12 & CL13 (T-Catch), Semi-Auto Shotgun, for a Non-Restricted Firearm.	88	
Parts & Other	Radelli			Barrel		4	Number of boxes, goes with the PX110 and PX111 Radelli skids
Parts & Other	Radelli			Stock		1	Number of boxes, goes with the PX110 and PX111 Radelli skids
Parts & Other	Radelli			Rail		4	Number of boxes, goes with the PX110 and PX111 Radelli skids
Parts & Other	Radelli					1	Number of boxes, goes with the PX110 and PX111 Radelli skids
Parts & Other	Radelli		PX 120	Shotgun		5	1 Box with 5 guns, goes with the PX110 and PX111 Ragelli skids
Parts & Other	Radelli					1	Number of boxes, goes with the PX110 and PX111 Radelli skids

SCHEDULE 7			
Item	Description	Quantity	Notes
Office Chairs	A collection of wooden chairs, metal chairs, and office chairs with wheels	26	Photos available upon request
Computer Monitors	A collection of various computer monitors of different brands	13	Photos available upon request
Televisions	LG Plasma TVs, various sizes	6	Photos available upon request
Desks/Cubicles	Large metal sectional desk and cubicle spaces	7	Photos available upon request
Ladders	Metal ladders, various sizes	3	Photos available upon request
Step Ladder	Small standard step ladder	1	Photos available upon request
Large Step Ladder	Large stap ladder with railing and wheels	1	Photos available upon request
Barbeque	Coleman - Revolution barbeque	1	Photos available upon request
Large Barbeque	Large metal pork roaster	1	Photos available upon request
Drill Press	Galaxy 12-Speed Heavy Duty Drill Press - Model No. GL-14	1	Photos available upon request
Drill Press	King Canada 10" Drill Press with dual laser guide	1	Photos available upon request
Plastic Folding Table	Two white tables and one grey table	3	Photos available upon request

SERVICE FIREARMS LIST			
Make	Model #	Serial #	Service Comment
			Case with various parts in it
	Service Gun Skid		Approximately 50 guns/parts - In skid with black wrapping in restricted cage
	Service Gun Skid		Approximately 50 guns/parts - In skid with black wrapping in restricted cage
	Loose Service Guns		Service guns in restricted cage
H. Buyukbayram	AS41	CA-17 0513	Loose gun on the service
Hanic	TPE 36/65	2019-1598	Loose gun on the side work table - in yellow sleeve
Hunt Group	-	-	Loose parts in red box
Hunt Group	FD12	18-TR 12288	Returned
Hunt Group	FD12	18-TR 13065	No info
Hunt Group	FD12	18-TR 10906	No other info, leaning against grey metal cabinet
Hunt Group	FD12	18-TR 10907	No other info, leaning against grey metal cabinet
Hunt Group	FD12	18-TR 12438	No other info, leaning against grey metal cabinet
Hunt Group	FD12	18-TR 13173	No other info, leaning against grey metal cabinet
Hunt Group	FD12	18-TR 13499	No other info, leaning against grey metal cabinet
Hunt Group	FD12	18-TR-12342	Missing multiple parts
Hunt Group	FD12	18-TR-13591	Loose gun on the service table
Hunt Group	FD12	18-TR 13193	Arrived post receivership, black case, top shelf, not striking
Hunt Group	FD12	18-TR12275	Rusted, return from French customer
Hunt Group	FD12	18-TR 13591	No comments
Hunt Group	FD12 Beige	18TR-12202	Missing barrel assembly - FDE
Hunt Group	FD12 BLK	18-TR-13053	Gun non functional - All accessories brand new
Hunt Group	FD12 BLK	18-TR-10544	Unfired, barrel and mag are faulty
Hunt Group	FD12 BLK/BRONZE	18TR-13196	Missing barrel assembly
Hunt Group	FD12 MX-5 Camo	18-TR-13505	Gas piston ring blown, barrel not working
Hunt Group	MH 12	19-TR 14328	Loose gun on the service table- Large shotgun - No info - Brand new
Hunt Group	MH-P	19-TR 15304	Just the gun in an unmarked case
Hunt Group	MHS	19-TR 15866	no info
Hunt Group	SXS	17-0283	Not opening fully with the locking mechanism
Hunt Group	XI1	17-0417	Loose gun on the side work table, missing front part
Hunt Group	XL2	17-0035	Processed
Hunt Group	XP1	18-TR10369	In black case, still wrapped in plastic
Hunt Group	XP2 DBL BUC	18-TR 10320	No comments, lower shelf
Hunt Group	XP7	17-TR 10161	Loose gun on the side work table
Hunt Group	XS1	18-TR 10160	No comment
Hunt Group	XS1 WAL DBL	18-TR 10151	Foregrip broken
Hunt Group	XS2	17-TR 11149	Loose gun leaning against wall by the gate
Hunt Group	XS2	18-TR 10048	Jamming issues, not cycling, return or replace Attn. Kim
Impala Plus	WOOD - 12 Gauge - 28" Barrel	17IS01254	Repair - processed
Lazer	12 GA 28"	18CA-OU-0313	Gun works, only foregrip removed
Lazer	410 ga 3" 28"	-	Just a barrel, no other info
Lazer	OCR410	19CARE-0179	Cylinder malfunction - was replaced
Lazer	XR 410 20"	19CA-RE0107	No comments, brown cloth case, lower shelf
Lazer	XR410 - 24	18CA-RE0063	Won't stay in battery
Lazer	XT11	18CA-SB1891	Loose gun on the side work table
Lazer	XT11 - 410 ga 3" 20"	19CA-SB1475	No info
Lazer	XT11 - 410 ga 3" 20"	175B-2284	Processed - won't take the ammo
Lazer	XT12	19CA-SB2363	Rusted barrel
Lazer	XT16	18CA-SB0999	Gun will not fire
Lazer	XT18	18CA-SB1062	Ejector siezed, brand new
Lazer	XT2 - 12ga 3" 20"	18CA-SB2845	Gun in case with receipt from KKS Tactical
Lazer	XT3	17CA-SB3173	Loose gun leaning against wall by the gate
Lazer	XT5	17CA-SB5478	Loose gun leaning against wall by the gate
Lazer	XT5 - 410 ga 3" 20"	18CA-SB0132	Issue with chamber, won't take 3"
Lithgow Arms	LA101-22L-L-PTT	Z08131	Return sent to Trigger in lieu of AR payment
Lithgow Arms	LA102	Y04098	Return processed
Lithgow Arms	LA102-308-R-PTT	Y04070	Return sent to Trigger in lieu of AR payment
Makarov	AS-43	17-3170	Loose gun on the service table
Radelli	PX 110	19-PX-0041	Sheared bolts
Ranger	Black	18EC-0046	No other info, in the big brown case
Ranger	BULLPUP	18EC-0175	Missing barrel - unmarked big brown case
Ranger	BULLPUP	19EC-0014	Item returned, labelled box 1
Ranger	XT3	19EK-0038	Jams, rips brass
Ranger	XT3	19EK-0089	Arrived post receivership, black case, top shelf
Ranger	XT3 - Magnum	19EK-0025	Loose gun on the side work table, dealer sent replacement
Ranger	XT3 20 Classic	19EK-0044	Blows Brass - Stock #285
Ranger	XT3 20 Classic	19EK-0048	Blows brass
Ranger	XT3 BLK 26"	19EK-0081	Blows brass - Wont extract
Ranger	XT3 Magnum	19EK-0021	Loose gun on the service table
Ranger	XT3 Classic	19EK-0004	Stock #273
Sulun	12-GA TAC-12	CA 19-M5485	No info
Sulun	12-GA TAC-12	CA 19-M5175	Chamber and barrel only, loose on the work table at the side
Sulun	12-GA TAC-12	CA 19-M5262	Loose gun on the service table
Sulun	12-GA TAC-12	CA 19-M5396	Unmarked case on the shelf
Sulun	12-GA TAC-12	CA 19-M5642	Loose gun on the side work table
Sulun	12-GA TAC-12	CA19-1003	Loose gun on the side work table
Sulun	12-GA TAC-12	CA19-1207	Loose gun on the side work table
Sulun	12-GA TAC-12	CA 19-M524	Crooked, return processed
Sulun	12-GA TAC-12	CA 19-M5597	Return processed
Sulun	SG17 TAC 12	CA 19-M5617	Won't cycle
Thureon	10MM Auto	BA2431	Loose gun on the side work table
TNW Firearms	.45ACP-Grey	M1392	Return sent to Trigger in lieu of AR payment
TNW Firearms	40 Dark Earth	M1790	Return sent to Trigger in lieu of AR payment
TNW Firearms	40 Dark Earth	M1137	Return sent to Trigger in lieu of AR payment
TNW Firearms	4S-ACP Black	M1060	Return sent to Trigger in lieu of AR payment
TNW Firearms	9mm Green	M1211	Return sent to Trigger in lieu of AR payment
TNW Firearms	ASR 90/40/357 PAT.	L2410	Jams up consistently
TNW Firearms	OD Green	M209A	Return sent to Trigger in lieu of AR payment
Tornado	X-TREMA	17T-2098	Top shelf, brown box
Torun	X12 - 71 cm - 12 Gauge	17-0280	Wrong Barrel
Uzkon	12 GA 76mm - Camo	V00974	Loose rifle, sitting on the boxes
Uzkon	AS-24	UZ15-1366	Unmarked cardboard box under the service desk
Uzkon	TR-100	15-3102	Disassembled parts

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale, INC. et al.

Applicant

Respondents

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

PROCEEDING COMMENCED AT
TORONTO

**APPROVAL AND VESTING ORDER
(Inventory)**

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

Endorsement:

At the hearing, the Receiver brought three motions: i) seeking an Approval and Vesting Order respecting a SeaRay boat; ii) seeking an Approval and Vesting Order respecting the inventory of Trigger Wholesale, Inc. ("Trigger"); and iii) seeking advice and direction.

The respondent Jaimee Lynn Gdak brought a motion to vary the Order of Justice McEwen made on October 22, 2020 (the "Receivership Order") to remove reference to the real property municipally known as 250 Lions Court, in the City of Waterloo, Ontario ("Lions Court"). Lions Court is listed on Schedule "A" to the Receivership Order, together with four other real properties. By virtue of the Receivership Order, the Receiver has the authority to market and sell each of the properties on Schedule "A" in accordance with the Receivership Order.

The applicant Clearflow Commercial Finance Corp. ("Clearflow") brought a motion seeking judgment against the respondents Jaimee Lynn Gdak and Mark Gdak in respect of personal guarantees executed by each of them relating to indebtedness owed to Clearflow by Trigger.

The applicant's motion was not heard in full on March 17, 2021 and a return date was set for **April 15, 2021**, commencing at 10 am, via videoconference.

This endorsement addresses the Receiver's motions for the two Approval and Vesting Orders only. A separate endorsement will follow in respect of the Receiver's motion for directions and Jaimee Lynn Gdak's motion.

For the reasons that follow, an Approval and Vesting Order shall issue in respect of the SeaRay boat, and an Approval and Vesting Order shall issue in respect of the inventory.

The Approval and Vesting Orders are unopposed.

Based on the record and having heard the submissions of counsel, I am satisfied that the Receiver conducted a proper sales process, negotiated for a fair and reasonable price and chose the purchaser who made the best offer for the SeaRay boat. I am also satisfied that the *Soundair* principles have been met and the sale transaction for the boat should be approved.

Regarding the inventory of Trigger, based on the record and the submissions of counsel, I am satisfied that the Receiver conducted a proper sales process that involved twenty offers from prospective purchasers. It negotiated with the purchaser who made the highest overall offer for all the parcels and an agreement was reached on an overall price increase for the inclusion of all such parcels in the transaction. The result would be a sale of the inventory at a price substantially higher than any other bid. The applicant supports the proposed inventory transaction. I am satisfied that the *Soundair* principles have been met and the inventory transaction should be approved.

Each Approval and Vesting Order shall issue in the form attached hereto and signed by me. [Counsel to add the listing of "Inventory" to Schedule B to the Approval and Vesting Order re Inventory.]

Each such Approval and Vesting Order is effective as of March 17, 2021 and they do not need to be entered.



Dietrich J.
Superior Court of Justice (Toronto)

Appendix 10

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

THE HONOURABLE	)	WEDNESDAY, THE 17TH
	)	
MADAM JUSTICE DIETRICH	)	DAY OF MARCH, 2021

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant



-and-

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

Respondents

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

**APPROVAL AND VESTING ORDER
(Sea Ray)**

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Gdak, or certain personal property owned by Mark Gdak, for an order approving the sale transaction (the "**Sea Ray Transaction**") contemplated by an agreement of purchase and sale (the "**Sea Ray APS**") between the Receiver and Scott R. Boldt (the "**Sea Ray Purchaser**") dated February 11, 2021

and appended to the second report of the Receiver dated February 12, 2021 (the "**Second Report**"), and vesting in the Sea Ray Purchaser the Debtors', Mark Gdak's or Jaimee Gdak's right, title and interest in and to the assets described in the Sea Ray APS (the "**Sea Ray**"), was heard this day via Zoom videoconference due to the COVID-19 pandemic.

ON READING the Second Report and the supplemental report to the Second Report dated March 16, 2021 (the "**Supplemental Report**") and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp. and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Mariela Adriana Gasparini sworn February 12, 2021 filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DECLARES** that the Sea Ray Transaction is hereby approved, and the execution of the Sea Ray APS by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Sea Ray Transaction and for the conveyance of the Sea Ray to the Sea Ray Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Sea Ray Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors', Mark Gdak's or Jaimee Gdak's right, title and interest in and to the Sea Ray described in the Sea Ray APS and listed on Schedule B hereto shall vest absolutely in the Sea Ray Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Gilmore dated October 13, 2020; (ii) any

encumbrances or charges created by the Order of the Honourable Justice McEwen dated October 22, 2020 (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Sea Ray are hereby expunged and discharged as against the Sea Ray.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Sea Ray shall stand in the place and stead of the Sea Ray, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Sea Ray with the same priority as they had with respect to the Sea Ray immediately prior to the sale, as if the Sea Ray had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors, Mark Gdak or Jaimee Gdak and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors, Mark Gdak or Jaimee Gdak;

the vesting of the Sea Ray in the Sea Ray Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors, Mark Gdak or Jaimee Gdak and shall not be void or voidable by creditors of the Debtors, Mark Gdak or

Jaimee Gdak nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

_____

Schedule A – Form of Receiver’s Certificate

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

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

RECEIVER’S CERTIFICATE

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

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (the "**Court**") dated October 13, 2020, Grant Thornton Limited ("**GTL**") was appointed as the interim receiver (the "**IR**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**").

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

C. Pursuant to an Order of the Court dated March 17, 2021, the Court approved the sale transaction (the "**Sea Ray Transaction**") contemplated by the agreement of purchase and sale made as of February 11, 2021 (the "**Sea Ray APS**") between the Receiver and Scott R. Boldt (the "**Sea Ray Purchaser**") and provided for

the vesting in the Sea Ray Purchaser of the Debtors', Mark Gdak's or Jaimee Gdak's right, title and interest in and to the Sea Ray, which vesting is to be effective with respect to the Sea Ray upon the delivery by the Receiver to the Sea Ray Purchaser of a certificate confirming (i) the payment by the Sea Ray Purchaser of the Purchase Price for the Sea Ray; (ii) that the conditions to Closing as set out in sections 7, 8 and 9 of the Sea Ray APS have been satisfied or waived by the Receiver and the Sea Ray Purchaser; and (iii) the Sea Ray Transaction has been completed to the satisfaction of the Receiver.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sea Ray APS.

THE RECEIVER CERTIFIES the following:

1. The Sea Ray Purchaser has paid and the Receiver has received the Purchase Price for the Sea Ray payable on the Closing Date pursuant to the Sea Ray APS;
2. The conditions to Closing as set out in sections 7, 8 and 9 of the Sea Ray APS have been satisfied or waived by the Receiver and the Sea Ray Purchaser; and
3. The Sea Ray Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Grant Thornton Limited, in its capacity as
Receiver of the undertaking, property and
assets of the Debtors and certain other real
property and not in its personal capacity**

Per: _____
Name:
Title:

Schedule B – Purchased Assets
(Further Details Regarding the Sea Ray)

Make of Boat: Sea Ray
Year: 2018
Colour, Model, Size: SLX 400
Serial No.: SERV2597D818

Make of Motor: Mercury
Model: T.8.2 MAG HO SC
Port No.: 2A584426
Drive: 2A353188
Trans. PL No.: 2A565588

Make of Motor: Mercury
Model: T.8.2 MAG HO SC
Port No.: 2A584427
Drive: 2A353189
Trans. PL No.: 2A566291

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and- **TRIGGER WHOLESALE, INC. et al.**
Respondents

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

PROCEEDING COMMENCED AT
TORONTO

**APPROVAL AND VESTING ORDER
(Sea Ray)**

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
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Tel: 416-367-6015
Email: dsmith@blg.com

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

Endorsement:

At the hearing, the Receiver brought three motions: i) seeking an Approval and Vesting Order respecting a SeaRay boat; ii) seeking an Approval and Vesting Order respecting the inventory of Trigger Wholesale, Inc. ("Trigger"); and iii) seeking advice and direction.

The respondent Jaimee Lynn Gdak brought a motion to vary the Order of Justice McEwen made on October 22, 2020 (the "Receivership Order") to remove reference to the real property municipally known as 250 Lions Court, in the City of Waterloo, Ontario ("Lions Court"). Lions Court is listed on Schedule "A" to the Receivership Order, together with four other real properties. By virtue of the Receivership Order, the Receiver has the authority to market and sell each of the properties on Schedule "A" in accordance with the Receivership Order.

The applicant Clearflow Commercial Finance Corp. ("Clearflow") brought a motion seeking judgment against the respondents Jaimee Lynn Gdak and Mark Gdak in respect of personal guarantees executed by each of them relating to indebtedness owed to Clearflow by Trigger.

The applicant's motion was not heard in full on March 17, 2021 and a return date was set for **April 15, 2021**, commencing at 10 am, via videoconference.

This endorsement addresses the Receiver's motions for the two Approval and Vesting Orders only. A separate endorsement will follow in respect of the Receiver's motion for directions and Jaimee Lynn Gdak's motion.

For the reasons that follow, an Approval and Vesting Order shall issue in respect of the SeaRay boat, and an Approval and Vesting Order shall issue in respect of the inventory.

The Approval and Vesting Orders are unopposed.

Based on the record and having heard the submissions of counsel, I am satisfied that the Receiver conducted a proper sales process, negotiated for a fair and reasonable price and chose the purchaser who made the best offer for the SeaRay boat. I am also satisfied that the *Soundair* principles have been met and the sale transaction for the boat should be approved.

Regarding the inventory of Trigger, based on the record and the submissions of counsel, I am satisfied that the Receiver conducted a proper sales process that involved twenty offers from prospective purchasers. It negotiated with the purchaser who made the highest overall offer for all the parcels and an agreement was reached on an overall price increase for the inclusion of all such parcels in the transaction. The result would be a sale of the inventory at a price substantially higher than any other bid. The applicant supports the proposed inventory transaction. I am satisfied that the *Soundair* principles have been met and the inventory transaction should be approved.

Each Approval and Vesting Order shall issue in the form attached hereto and signed by me. [Counsel to add the listing of "Inventory" to Schedule B to the Approval and Vesting Order re Inventory.]

Each such Approval and Vesting Order is effective as of March 17, 2021 and they do not need to be entered.



Dietrich J.
Superior Court of Justice (Toronto)

Appendix 11

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

THE HONOURABLE MADAM	)	WEDNESDAY, THE 31ST
	)	
JUSTICE DIETRICH	)	DAY OF MARCH, 2021

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant



-and-

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

Respondents

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

**ORDER
(Directions)**

THIS MOTION, made by Grant Thornton Limited (“**GTL**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) of the assets, property and undertaking of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (collectively, the “**Debtors**”) and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, for an order, *inter alia*, providing advice and directions in connection with the marketing and sale of all of the real property set out in Schedule “A” (collectively, the “**Real Property**”) to the Order of

Mr. Justice McEwen dated October 22, 2020 (the “**Receivership Order**”), was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the second report of the Receiver dated February 12, 2021 (the “**Second Report**”), the supplemental report to the Second Report dated March 16, 2021 (the “**Supplemental Report**”), the affidavit of Jacob Wiebe sworn February 12, 2021 (the “**Wiebe Affidavit**”), the affidavit of Christine Mason sworn February 4, 2021 (the “**Mason Affidavit**”) and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp, counsel for the Respondents and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served, as appears from the affidavit of Mariela Adriana Gasparini sworn February 12, 2021.

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the Second Report.
3. **THIS COURT ORDERS** that the Second Report and the Supplemental Report of the Receiver and the activities of the Receiver, as described in the Second Report and the Supplemental Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
4. **THIS COURT ORDERS** that the Receiver’s statement of receipts and disbursements as at February 11, 2021 be and is hereby approved.
5. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to carry out the marketing and sale of the Real Property, as set out in the Second Report, with the exception of the real property described in Schedule “A” of the Receivership Order as 250 Lions Ct, Waterloo, ON N2L 6M8, registered in the name of Jaimee Gdak (“Lions Court”).

6. **THIS COURT ORDERS AND DECLARES** that the Receiver is authorized and directed to market and sell the Real Property, with the exception of Lions Court, free and clear of any prior agreements, if any, to purchase any of the Real Property, with the exception of Lions Court, as well as any prior license agreements or rental agreements, if any, and any such prior agreements, license agreements or rental agreements shall be nullified and of no further force and effect upon closing of any transaction in respect of the Real Property, with the exception of Lions Court.

7. **THIS COURT ORDERS AND DECLARES** that the Trigger Real Property is owned by Trigger free and clear of any interests or claims of the other Respondents. The Respondents, as applicable, are hereby directed to forthwith execute and deliver such documentation as is necessary or desirable to evidence the fact that Trigger is the sole and legal beneficial owner of the Trigger Real Property.

8. **THIS COURT ORDERS AND DECLARES** that the Respondents, as applicable, hold the Trigger Real Property as constructive trustee for the benefit of the creditors of Trigger.

9. **THIS COURT ORDERS AND DECLARES** that the Personal Property Assets are owned by Trigger free and clear of any interests or claims of the other Respondents. The Respondents, as applicable, are hereby directed to forthwith execute and deliver such documentation as is necessary or desirable to evidence the fact that Trigger is the sole and legal beneficial owner of the Personal Property Assets.

10. **THIS COURT ORDERS** that the Respondents who may be in possession of the Personal Property Assets deliver up the Personal Property Assets forthwith to the Receiver. In the event that the Personal Property Assets have been disposed of, the Respondents are hereby directed to pay to the Receiver the difference between the value of the consideration received by Trigger and the value of the consideration given by Trigger in the use of the Trigger funds to purchase the Personal Property Assets.

11. **THIS COURT ORDERS AND DECLARES** that the Respondents, as applicable, hold the Personal Property Assets as constructive trustee for the benefit of the creditors of Trigger.

12. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to sell the Trigger Real Property and the Personal Property Assets in accordance with the provisions of the Receivership Order.

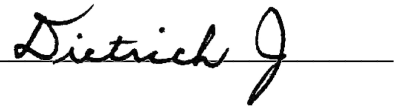
13. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period from November 1, 2020 to January 31, 2021, as described in the Second Report and as set out in the Wiebe Affidavit, be and are hereby approved.

14. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's legal counsel, Borden Ladner Gervais LLP ("**BLG**"), for the period from November 1, 2020 to January 31, 2021, as described in the Second Report and as set out in the Mason Affidavit, be and are hereby approved.

15. **THIS COURT ORDERS** that Confidential Appendices "1", "2", "3", "4", "5", "6" and "7" to the Second Report be and is hereby sealed until further Order of this Court.

16. **THIS COURT ORDERS** that Confidential Appendix "1" to the Supplemental Report be and is hereby sealed until further Order of this Court.

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

A handwritten signature in black ink, appearing to read "Dietrich J.", is written over a horizontal line.

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale, INC. et al.

Applicant

Respondents

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(Directions)**

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

Further to my endorsement below dated March 18, 2021, this endorsement will address the Receiver's motion for directions and the respondent Jaimee Gdak's motion to remove any reference in the Receivership Order, including Schedule "A" thereto, to the real property municipally known as 250 Lions Court, in the City of Waterloo, Ontario ("Lions Court"). Both motions were heard on March 17, 2021.

The Receiver's motion for directions

The Receiver seeks an Order approving its Second Report and the Supplemental Report, and its activities described in the Reports. It also seeks approval of its Receipts and Disbursements as well as its fees and the fees of its counsel. I have reviewed the Reports and find that this relief should be granted. The Receipts and Disbursements appear to be appropriate and the fees appear to be fair and reasonable. This relief sought is unopposed.

The Receiver also seeks an Order: permitting the marketing and sale of the Trigger Real Property (as defined in the Second Report), which includes all real property, which, according to the Receiver's Report, was purchased using Trigger Wholesale, Inc. ("Trigger") funds; making a declaration that the use of Trigger funds to purchase Trigger Real Property was a transfer at undervalue within the meaning of the *Bankruptcy and Insolvency Act* (the *BIA*) and void as against the Receiver; and making a declaration that the respondents, as applicable, hold the Trigger Real Property as constructive trustee for the benefit of Trigger's creditors, among other relief related to the Trigger Real Property.

There was no opposition to this relief sought. Based on the evidentiary record before the court, I am not satisfied that there is sufficient evidence to determine whether the use of the Trigger funds to purchase the Trigger Real Property was a transfer at undervalue within the meaning of s. 96 of the *BIA*. If such a declaration is required, the determination would need to be made at a trial of this issue. The other relief should be granted.

The Receiver also seeks: an order that the Personal Property Assets (as defined in the Second Report) are owned by Trigger free of any claims of the other respondents, and that the respondents in possession of such Personal Property Assets deliver them forthwith to the Receiver; a declaration that the use of Trigger funds to purchase the Personal Property Assets is a transfer at undervalue within the meaning of the *BIA* and is void as against the Receiver, and if the Personal Property Assets have been disposed of, the respondents are directed to pay to the Receiver the difference between the value of the consideration received by Trigger and the value of the consideration given by Trigger in the use of the Trigger funds to purchase the Personal Property Assets; a declaration that the respondents, as applicable, hold the Personal Property Assets as constructive trustee for the benefit of Trigger's creditors; and an order permitting the Receiver to sell the Personal Property Assets in accordance with the Receivership Order, among other relief related to the Personal Property Assets.

There was no opposition to this relief sought. Based on the evidentiary record before the court, I am not satisfied that there is sufficient evidence to determine whether the use of the Trigger funds to purchase the Personal Property Assets was a transfer at undervalue within the meaning of s. 96 of the *BIA*. If such a declaration is required, the determination would need to be made at a trial of this issue. The other relief should be granted; however, it is acknowledged and agreed between the Receiver and Jaimee Gdak that she shall be given 60 days from the date of this endorsement to deliver to the Receiver the Range Rover, registered in her name, which forms part of the Personal Property Assets.

Lastly, the Receiver seeks an order permitting it to market and sell the Real Property (as defined in the Second Report) free and clear of any prior agreements to purchase the Real Property as well as any license agreements or rental agreements, which, if any, shall be nullified on the closing of the transaction in respect of the Real Property. The Real Property includes Lions Court. The relief sought should be granted except in respect of Lions Court.

Lions Court

Lions Court is the matrimonial home of the respondents Mark Gdak and Jaimee Gdak. The Receiver is not seeking an order that Lions Court is owned by Trigger. According to the record, it was purchased by, and registered in the names of, the respondents Mark Gdak and Jaimee Gdak, as joint tenants, in 2005. However, on July 2, 2019 Mark Gdak transferred his interest in Lions Court to Jaimee Gdak for natural love and affection. There is evidence to suggest that this transfer could be set aside as a fraudulent conveyance under the *Fraudulent Conveyances Act*.

None of the parties asserts that Lions Court was purchased with Trigger funds. However, the Receiver asserts that some or all of \$136,320 of Trigger funds was used to discharge a mortgage on Lions Court that secured a loan made to Mark Gdak and Jaimee Gdak by Pedro Cuesta to finance the business of Trigger.

The Bank of Montreal has a mortgage on Lions Court and there is a construction lien registered on the title as well. The Receiver is investigating the lien. According to the Receiver's Report, there is likely to be equity in Lions Court. Initially, the Receiver agreed not to market Lions Court for sale until the earlier of March 17, 2021 and a breakdown in the negotiations between Mark and Jaimee Gdak and the Receiver. Those negotiations have ceased and the Receiver now seeks an order permitting it to market and list Lions Court. Pursuant to the Receivership Order, the Receiver, would still need to return to court for approval to sell Lions Court.

Jaimee Gdak opposes the listing and sale of Lions Court and moves to vary the Receivership Order with the result that Lions Court would be removed from Schedule "A" and the Receiver would not have any authority to deal with it. Lions Court would nonetheless continue to be subject to the *Mareva* injunction. Mark Gdak did not file any material in support of Jaimee Gdak's motion but his counsel confirmed that Mark Gdak supports the motion.

The Receiver argues that Jaimee Gdak is making a late attempt to appeal the Receivership Order without the support of any statutory authority or rule of *Civil Procedure*. Specifically, she has not shown any error, fraud or new evidence with respect to the Receivership Order.

While Jaimee Gdak did not have legal counsel at the time the Receivership Order was made, she was served in that proceeding, and she did have legal representation soon after that Order was made. She did not take any steps to appeal or vary the Receivership Order at that time. Mark Gdak was represented at that time and he did not oppose the relief sought in the Receivership Order.

Jaimee Gdak asserts that the Lions Court property is hers and has nothing to do with Trigger. She denies any involvement with the mortgage from Pedro Cuesta. Further, she asserts that to permit the Receiver to sell Lions Court at this juncture would create real hardship for her and her minor children, one of whom has medical issues. She is a stay-at-home mother with no job.

I find that Jaimee Gdak has not provided the court with sufficient evidence or authority that would permit the variation of the Receivership Order that she requests. Accordingly, her motion is dismissed.

The extent of Jaimee Gdak's exposure to liability in this matter has not been determined. The principle creditor, Clearflow Commercial Finance Corp., asserts that she is a guarantor of the indebtedness owed by Trigger to it. That issue has yet not been determined. If it is determined that Jaimee Gdak is a guarantor, it is likely that Lions Court will need to be sold. It has also not yet been determined whether Mark Gdak's transfer of his interest in Lions Court was a fraudulent transfer that could be set aside. If that interest is set aside, it is, again, likely that Lions Gate will need to be sold. It appears that there is a dispute with respect to whether Trigger Funds were used to discharge some or all of the Pedro Cuesta mortgage. That dispute will need to be resolved as well. Accordingly, I decline to authorize the Receiver to list and market Lions Court at this time. This decision is without prejudice to the Receiver's right to renew its request to market and list Lions Court following the determination of one or more of these issues.

The Receiver seeks a sealing order with respect to Confidential Appendices to the Reports. I am satisfied that the *Sierra Club* test has been met for these commercially-sensitive materials. **On the resumption of regular court operations, it will be the responsibility of counsel for the Receiver to ensure that the subject materials are properly identified and protected under seal in the court file.**

Order giving directions to go in the form of the draft signed by me and attached hereto. The Order is effective as of today's date and it does not need to be entered.

If any party is seeking costs in respect of these motions, the parties are strongly encouraged to agree on the matter of costs. If they cannot agree, they may arrange a 9:30 am chambers appointment to schedule a hearing to deal with the matter of costs.

A handwritten signature in black ink, reading "Dietrich J." in a cursive style.

Dietrich J.
Superior Court of Justice (Toronto)
March 31, 2021

Appendix 12

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

ENDORSEMENT

On consent of the Receiver and of Clearflow, it is ordered nunc pro tunc that the amount of \$3,000 per month on account of personal living expenses (the "Personal Allowance Payments") shall be paid by the Receiver to each of Mark Gdak and Jaimee Lynn Gdak from the proceeds of the Receivership, for a total of \$6,000 on a monthly basis, retroactive to the date of the Mareva order (October 13, 2020), net of amounts already advanced.

April 15, 2021



Dietrich J.

Appendix 13

DATE: 20210526

SUPERIOR COURT OF JUSTICE

HEARD: March 18 and April 15, 2021

[1] The applicant ClearFlow Commercial Finance Corp. brings this motion to enforce guarantees executed by the respondents Mark Gdak and Jaimee Lynn Gdak in its favour.

[2] The applicant seeks a finding of liability against each of Mr. Gdak and Ms. Gdak in respect of separate, unlimited, continuing personal guarantees that each executed on April 30, 2015 in respect of the full amount of indebtedness of the respondent Trigger Wholesale, Inc. (“Trigger”) to the applicant (the “Guarantees”).

[3] Mr. Gdak and Ms. Gdak are shareholders, directors and officers of Trigger. This Court appointed Grant Thornton Limited, as an interim receiver over the assets and undertakings of Trigger on October 13, 2020, and as a full national receiver on October 22, 2020 (the “Receivership Order”).

[4] Mr. Gdak and Ms. Gdak are also shareholders, directors and officers of the respondent The En Cadre Group Inc. (“En Cadre”). It is an affiliate of Trigger, and also executed a guarantee of Trigger’s indebtedness on April 30, 2015 in favour of the applicant. The assets and undertakings of En Cadre are also subject to the Receivership Order.

[5] Mr. Gdak does not deny liability pursuant to his Guarantee. He has not filed any responding materials on this motion with respect to his Guarantee.

[6] Ms. Gdak denies liability on her Guarantee on the basis that there was an undisclosed material change in the principal amount of the indebtedness covered by the Guarantee, and because she did not have the opportunity to obtain independent legal advice. Alternatively, she asserts that the applicant, through its words and conduct, released her from her Guarantee.

[7] For the reasons that follow, I find that each of Mr. Gdak and Ms. Gdak is liable on his or her respective Guarantee in favour of the applicant, and the applicant is entitled to judgment with respect to that liability. The precise amount owing on the Guarantees remains to be determined.

Background Facts

[8] The applicant, a company incorporated pursuant to the laws of Canada, is in the business of providing financing to Ontario businesses, generally through the factoring of accounts receivable, and also by extending other types of credit facilities.

[9] Trigger is a company incorporated pursuant to the laws of Ontario, with an office in Waterloo, Ontario. Prior to the receivership, it was in the business of importing and distributing firearms and ammunition throughout Canada.

[10] The applicant made loans to Trigger pursuant to three separate credit facilities: factoring of accounts; purchase order financing; and discrete advances for business purposes. The applicant holds security against all the personal property and assets for Trigger and En Cadre in the form of a General Security Agreement in respect of each company.

[11] Martin Nicholas Rees, a partner at the applicant, took the lead with respect to the financing arrangements between the applicant and the respondents in 2015. Following its due diligence, the applicant made a financing offer, which involved a Master Purchase and Sale Agreement (the

“MPSA”), a Master Purchase Order Financing Agreement, and a Royalty Agreement, each dated April 30, 2015 (the “Credit Agreements”). The Credit Agreements set out the details of the financing arrangements as between the parties. Trigger accepted the offer.

[12] As part of the loan and security documentation executed by Mr. Gdak and Ms. Gdak, on behalf of Trigger, each of them executed a Guarantee of the full amount of the indebtedness of Trigger arising out of the Credit Agreements. Each of them, as officers of En Cadre, also signed a similar guarantee on behalf of En Cadre.

[13] Neither Mr. Gdak nor Ms. Gdak denies signing their respective Guarantees. Neither alleges that the Guarantee was signed under duress. Each Guarantee was witnessed by Brian Kelly, a lawyer who represented Trigger.

[14] At the time each Guarantee was signed, the total maximum principal indebtedness shown on the Credit Agreements was \$1.4 million (though the applicant’s funding proposal letter dated April 23, 2015 mistakenly states the total to be \$1.3 million).

[15] The applicant suffered losses through alleged schemes in which Trigger fabricated customer invoices and presented them to the applicant for purchase, and in which En Cadre forged documentation respecting a real property transfer.

[16] Pursuant to the terms of the MPSA, Trigger was obligated to provide to the applicant, monthly, a list of all outstanding invoices issued by it to its customers. The applicant could then choose to purchase some or all the accounts receivable and pay to Trigger 85 percent of the amount due and owing on the selected accounts receivable.

[17] When purchasing accounts receivable for factoring, the applicant would normally collect the receivables from the borrower’s customers directly. Customers would typically be required to remit payment within 30 to 60 days from the invoice date. Until the applicant received payment on its purchase orders, any funds advanced to the borrower would be considered loans from the applicant.

[18] In the case of Trigger, however, Mr. Gdak asked the applicant to deviate from its usual procedure. He told the applicant that because the regulations imposed by the RCMP and other federal agencies stipulated that only he, as a licensee permitted to sell firearms, could handle payments from purchasers for those firearms, he would need to collect the receivables. This was untrue.

[19] When the applicant purchased customer invoices from Trigger, it deposited the proceeds into an account held by Trigger. It is alleged that Trigger then drew cheques on that account payable to itself, which it then deposited into a “blocked account” at the Bank of Montreal (“BMO”). It then represented to the applicant that these funds were payments from customers, which the applicant and the Receiver believe to be fake customers. The applicant then swept the blocked account and applied the funds collected against the outstanding invoices it had purchased.

[20] Based on the results of the applicant's field audit of Trigger, and the Receiver's reporting, it appears that most of the invoices presented by Trigger to the applicant for factoring were falsified. Trigger provided the applicant with multiple purchase orders as evidence that Trigger was doing business with large retailers, such as Canadian Tire and Home Hardware Stores Limited, when, in fact, it was either doing no, or considerably less, business than the falsified purchase orders would suggest.

[21] It also appears that Mr. Gdak provided a forged real property transfer to the applicant designed to make it appear that En Cadre owned real property in the City of Waterloo, with an alleged value of \$48 million, and that En Cadre was selling this property. In fact, En Cadre had no interest in such property.

[22] In the spring of 2019, before the applicant became aware of the alleged fraudulent activities, Mr. Gdak approached the applicant to restructure the then-existing credit facilities that would soon expire. Mike Nero, an employee of Trigger, and Mr. Gdak negotiated on behalf of Trigger. Mr. Rees led the negotiations on behalf of the applicant. As part of those negotiations, which took place over the course of thirteen months, Trigger sought to renegotiate the Credit Agreements and to have Ms. Gdak released from her Guarantee.

[23] In an April 9, 2019 email to Mr. Nero, Mr. Rees confirmed that the partners at the applicant would need to agree to any amendments to the applicant's offer letter respecting the credit restructuring. He also reminded Mr. Nero of the April 15, 2019 deadline for providing financial information to the applicant and the need for the applicant to assess the financial standing of Trigger.

[24] The preliminary negotiations resulted in the applicant issuing a proposal dated May 2, 2019 (the "Proposal"), which, among other things, contemplated the renewal of the MPSA and a release of Ms. Gdak from her Guarantee.

[25] As a condition of the restructuring, over the course of the negotiations, the applicant continued to seek financial statements for the 2019 fiscal year, in a specified form. As the negotiations wore on, the applicant requested current financial statements for the fiscal 2020 year as well.

[26] Mr. Rees sent documentation prepared in support of the proposed restructuring to Mr. Gdak on May 16, 2019, by email. The documentation included an "Acknowledgement re Existing Security" (the "Acknowledgement"), which included a reference to a personal guarantee from Mr. Gdak and a guarantee from En Cadre. No reference was made to a personal guarantee from Ms. Gdak.

[27] On June 27, 2019, Mr. Rees sent another email to Mr. Gdak seeking a report on the timeframe for Trigger to provide Review Engagement Financial Statements, and he reminded Mr. Gdak and Mr. Nero that this was "a requirement."

[28] On July 3, 2019, Mr. Gdak signed the documents, and Mr. Nero returned them to the applicant via email. In an email exchange on the same day, in response to a request by Mr. Nero for a release letter discharging Ms. Gdak from her obligations, Mr. Rees agreed to provide a “letter of confirmation that the Guarantee of Jamie (*sic*) has been cancelled.” In the same email, Mr. Rees stated: “We do need the Financial Statements to implement the documents-it’s a condition.”

[29] Mr. Rees never prepared a document confirming that Ms. Gdak’s Guarantee had been cancelled or released.

[30] Approximately one year later, in June 2020, negotiations were still ongoing between the parties. No documents had been executed by the applicant, and it was still waiting to receive financial statements for the 2019 fiscal year and, by this point, the 2020 fiscal period as well. Because the applicant had not received financial statements from Trigger on a timely basis, it imposed additional conditions precedent to the credit restructuring, including a satisfactory field audit.

[31] Mr. Gdak confirmed in an email to Mr. Rees dated June 11, 2020 that three conditions precedent to the restructuring, which the applicant had imposed, remained outstanding.

[32] On June 25, 2020, Mr. Gdak provided inaccurate financial statements for the 2019 fiscal year. On the following day, he provided internally generated monthly statements for the 2020 fiscal year, which were also inaccurate.

[33] By September 2020, Mr. Adler had, in the course of his field audit, discovered the existence of the alleged fraudulent activity involving falsified invoices, a forged transfer of real property, phony email addresses, falsified firearms storage inspection certificates, impersonations of Canadian Tire and Home Hardware Stores Limited executives and phony cheques.

[34] The applicant did not accept the late-delivered financial statements and, in any event, Trigger had not met the satisfactory field audit condition. The documents drafted in support of the restructuring of the credit facilities were never approved by the applicant’s credit committee or board and were never signed back to Trigger.

[35] As of October 6, 2020, according to the applicant’s records, Trigger was indebted to it in the amount of \$48,543,931.75. Purchased accounts receivable and purchase orders accounted for \$42,943,931.75 of that amount, and separate advances made by the applicant accounted for \$5,600,000.

[36] The applicant cannot recover on the accounts receivable or the purchase orders because they appear to be forged documents. It cannot collect on the advances because it appears the advances were made based on forged real estate documentation.

[37] Following its discovery of these alleged fraudulent activities, the applicant issued a written demand for payment and Notices of Intention to Enforce Security to Mr. Gdak, Ms. Gdak, Trigger and En Cadre.

[38] Mr. Gdak has not denied his involvement in the alleged fraudulent activities. Ms. Gdak has denied any involvement in those activities. The parties agreed that this motion would be limited to the enforcement of the Guarantees and would not address allegations of fraud as against Ms. Gdak.

Positions of the Parties

[39] The applicant submits that the Guarantee signed by Ms. Gdak is a valid document, signed by her without duress, and witnessed by a lawyer, who was counsel to Trigger at the time the Credit Agreements and other financing arrangements were entered into. The applicant asserts that, given Ms. Gdak's direct involvement in Trigger as a director and officer, she had knowledge of Trigger's operations and obligations to the applicant, and she did not require independent legal advice with respect to the Guarantee.

[40] The applicant further submits that notwithstanding that there were discussions between representatives of Trigger and representatives of the applicant regarding Ms. Gdak's Guarantee, there was, in fact, no waiver of Ms. Gdak's Guarantee. The applicant asserts that it was consistent and clear that no restructuring of the credit facilities, including a waiver of Ms. Gdak's Guarantee, would be agreed to or implemented until certain conditions precedent were satisfied, including the delivery of financial statements by Trigger. Those conditions were never fulfilled, and Ms. Gdak was therefore never released from her Guarantee.

[41] Ms. Gdak submits that the Guarantee is not binding on her because there was an undisclosed material change to the principal indebtedness over the five years that followed her execution of the Guarantee. She asserts that her liability should be set aside based on unconscionability, or at least limited to \$1.4 million. She further asserts that she was not given an opportunity to obtain independent legal advice respecting the Guarantee.

[42] Ms. Gdak further submits that, in any event, the Guarantee is not binding on her because the applicant released her from the Guarantee through its words and conduct during the credit restructuring process.

[43] Mr. Gdak takes no position on the applicant's motion with respect to his liability under his Guarantee. The applicant submits that, because Mr. Gdak has not responded to this motion with respect to his Guarantee, judgment in respect of his liability should issue on an unopposed basis.

The Guarantee

[44] The relevant paragraphs of the Guarantee, shown in part, are as follows:

2. OBLIGATIONS GUARANTEED

In consideration of ClearFlow Commercial Finance Corp. ... dealing with or continuing to deal with the Customer, you guarantee payment to us on demand, of all present and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities (collectively, the "Obligations"),

both direct and indirect, (whether incurred alone or jointly with others, whether absolute or contingent, whether matured or not matured, and whether for principal, interest or fees) payable to us by the Customer under any and all lease agreements, conditional sale contracts, credit facilities, overdrafts, guarantees, letters of credit, indemnities together with all costs and expenses, including fees and expenses, incurred by us in connection with its dealings with the Customer. ...

3. NATURE OF YOUR LIABILITY

Your liability under this Guarantee is CONTINUING, absolute and unconditional. It will not be limited, reduced, or otherwise affected by any one or more of the following events:

...

- any change in the terms or amount or existence of the Obligations

...

17. GENERAL

... No alteration or waiver of this Guarantee or any of its terms or conditions shall be binding on us unless expressly made in writing by us. ... [emphasis added]

Issues

[45] The issues on this motion are as follows:

- (1) Is Ms. Gdak released from liability under her Guarantee?
- (2) If Ms. Gdak is not released from liability on her Guarantee based on a material change in the contractual arrangement, did the applicant release Ms. Gdak from such liability through its words and conduct during the restructuring of Trigger's credit facilities?
- (3) Is Mr. Gdak liable pursuant to his Guarantee?

Is Ms. Gdak released from liability under her Guarantee because of a material change to the contractual arrangements?

[46] Ms. Gdak asserts that when she signed her Guarantee the applicant had agreed to provide funding to Trigger up to \$1.4 million. The \$1.4 million was comprised of three credit facilities described in the applicant's April 23, 2015 funding proposal letter as follows:

- a) \$320,000 maximum to fund the cost of importation of firearms, accessories and ammunition to Canada for resale;
- b) \$900,000 in respect of all eligible accounts receivable, for 24 months, automatically renewable; and
- c) \$180,000 demand loan.

The funding proposal letter specifically refers to the “Corporate Guarantee of En Cadre and the Personal Unlimited Guarantee of Mark and Jamiee (sic) Gdak.”

[47] Ms. Gdak submits that she cannot be liable for anything in excess of \$1.4 million. She says that five years after the Guarantee was executed, the applicant claims the amount owing by her is now \$48,625,279.75 (as of October 6, 2020). Ms Gdak asserts that she had no part in any discussions relating to the restructuring of the credit facilities at any time. Therefore, she asserts that her liability must be capped at \$1.4 million.

[48] Further, Ms. Gdak asserts that she had no opportunity to obtain independent legal advice. She asserts that if she had had the opportunity to obtain independent legal advice, the unconscionable exponential increase in the indebtedness, which arose as a consequence of the inequality of bargaining power between her and the applicant, could have been discovered by counsel and her improvident bargain could have been prevented.

[49] For the reasons that follow, I disagree that Ms. Gdak’s liability is limited to the \$1.4 million referred to in the funding proposal letter of April 23, 2015. I also find that Ms. Gdak has not met her burden to show unconscionability, and I do not agree that she was denied an opportunity to obtain independent legal advice.

Material change

[50] It is not disputed that a guarantor will be released from liability where the creditor and the principal debtor agree to a material change in the terms of the contract of debt without the guarantor’s consent: *Manulife Bank of Canada v. Conlin*, [1996] 3 S.C.R. 415 at para. 2.

[51] However, it is also not disputed that it is open to parties to contract out of this protection, provided that any contracting out is clear: *Conlin* at para. 4, citing *First City Capital Ltd. v. Hall* (1993), 11 O.R. (3d) 792 (C.A.).

[52] In my view, the parties contracted out of this protection. The language of the Guarantee is unequivocal. It clearly states that Ms. Gdak’s liability would be continuing and unaffected by any change in the amount of the “Obligations.” In respect of her obligations, paragraph 2 reads: “you guarantee payment to us on demand, of all present and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities (collectively, the “Obligations”).” [emphasis added]

[53] The extent of Ms. Gdak's liability is plainly stated in paragraph 3 of the Guarantee. There it states, in block capitals, that her liability is "CONTINUING" and that it will not be limited, reduced, or otherwise affected by "any change in the terms or amount or existence of the Obligations." [emphasis added] Ms. Gdak agreed to these terms.

Breach of Contract

[54] Ms. Gdak further asserts that a guarantor can be discharged if the creditor breaches the contract of guarantee: *Pax Management Ltd. v. Canadian Imperial Bank of Commerce*, [1992] 2 S.C.R. 998. She asserts that the applicant has done just that by making advances far in excess of the maximum amounts set out in the documents underlying the credit facilities. Ms. Gdak submits that these advances resulted in a materially different risk being imposed on her.

[55] The applicant submits that over the six-year period during which the applicant provided financing to Trigger, the terms and conditions of the credit facilities did not change in any material way that would impact on Ms. Gdak's risk. For example, none of the security for the debt was released and none of the other guarantors was released.

[56] The alteration to the exact wording of the financing terms was an increase in the total amount lent such that by 2020 the total loan exceeded the amounts shown in the financing agreements.

[57] I do not agree that the applicant breached the terms of the Guarantee by making the additional advances. The language of the Guarantee clearly contemplates the possibility of additional advances by referring explicitly to "any change in the amount ... of the Obligations", and to the guarantor's obligation to pay on demand "present and future" obligations under the Guarantee. The risk of an increase in the amount of Ms. Gdak's obligation was a risk that was in existence at the time she signed the Guarantee. Had the applicant released some of its security provided by Trigger, that action would have resulted in a materially different risk being imposed on Ms. Gdak, which would likely have altered her liability under the Guarantee. The subject advances, which were specifically contemplated in language of the Guarantee, do not, in my view, result in a materially different risk for Ms. Gdak than the one to which she agreed.

Contra preferentem

[58] In the alternative, Ms. Gdak asserts that where there has been a waiver of material change, as I have found in this case, the guarantee language must be read narrowly, to protect the guarantor where the guarantor is a family member and unsophisticated or vulnerable. Ms. Gdak relies on *Conlin* in support of this submission, and in particular para. 8 where Cory J. states that "if there is any ambiguity in the terms of the guarantee, the words of the documents should be construed against the party which drew it."

[59] Mr. Gdak and Ms. Gdak are husband and wife. However, Ms. Gdak is also a director, officer, employee and shareholder of Trigger. There is no evidence to support the theory that she signed the Guarantee as a matter of accommodation or a favour for her husband.

[60] When Mr. Rees, on behalf of the applicant, was discussing the original financing arrangements with Mr. Gdak, Mr. Gdak provided him with corporate charts for Trigger and En Cadre. The corporate chart for Trigger showed Ms. Gdak to be a “Co-Owner” and “SVP.” The notes to the corporate chart described Ms. Gdak as Mr. Gdak’s “wife and business partner” and “a 50% owner of the company (the new operations company and the holding company).” In my view, it is more likely than not that Ms. Gdak signed her Guarantee in the capacity of a business owner, and not as a family member.

[61] As a director, Ms. Gdak would have been required to sign off on the financial statements for these companies. The annual financial statements would have reflected the indebtedness to the applicant, which would have been easy for her to track year over year.

[62] Also, based on the record, I do not find Ms. Gdak to be unsophisticated. The only real evidence she submits in support of this assertion is that she did not finish high school. Lack of a high school diploma, in my view, does not equate to a lack of sophistication. Nor does it, in my view, indicate a lack of intelligence or an inability to read and comprehend a one-page guarantee, written in the second person. Based on the record, Ms. Gdak had significant involvement in Trigger’s day-to-day operations. She had responsibility for handling of accounts receivable, writing cheques and making bank deposits. She was in regular communication with the applicant regarding accounts receivable and the assignment of those accounts, as well as reporting on what funds were deposited into the blocked account and when.

[63] Accordingly, I find that a narrow interpretation of the terms of the Guarantee is not warranted in this case. Had I decided this point differently, I would nonetheless have rejected Ms. Gdak’s interpretation of the definition of “Obligations” in the Guarantee. “Obligations” is defined to include “all present, and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities.” Ms. Gdak submits that the *ejusdem generis* interpretation maxim ought to apply such that “any other debts and liabilities” must be read narrowly to include only debts of the same class or kind, being debts of a similar nature to lease payments and conditional sale instalments, and that the applicant has led no evidence of indebtedness that falls into that class.

[64] I reject this highly technical interpretation. I agree with the applicant that the phrase “other debts and liabilities” covers each of the credit facilities that the applicant offered and provided to Trigger. It would have been obvious to the parties entering into the financing arrangements that the Guarantees were in respect of the funds being advanced in accordance with the April 23, 2015 funding proposal. That proposal specifically refers to the credit being advanced and the Guarantees of each of En Cadre, Mr. Gdak and Ms. Gdak. Trigger’s credit facilities did not include lease payments or conditional sale instalments. It is therefore apparent that the Guarantees were intended to cover other debts and liabilities, such as those described in the April 23, 2015 funding proposal and advanced by the applicant. This is the only logical interpretation of the Guarantee considering the factual matrix at the time the credit facility documentation, including the Guarantees, was executed.

Independent legal advice

[65] Ms. Gdak asserts that she should not be found to be liable on her Guarantee because she was not given an opportunity to obtain independent legal advice on the Guarantee, or any amendments to the credit arrangements. Notwithstanding that she signed the Guarantee in the presence of a lawyer, Mr. Kelly, who witnessed her signature, she asserts that Mr. Kelly was counsel to Trigger and not to her.

[66] Ms. Gdak further asserts that she had never consulted with the applicant, or its counsel, in respect of the Guarantee, and that there was an inequality of bargaining power to her disadvantage.

[67] The applicant asserts that, because Ms. Gdak was a director of Trigger, independent legal advice in respect of her Guarantee was not required.

[68] The lack of independent legal advice, on its own, is not fatal to a claim on a guarantee, absent undue influence, unconscionability, fraud, misrepresentation or evidence supporting a defence of *non est factum*: *RBC v. 164393*, 2019 ONSC 5145 at para. 54, citing *Bank of Montreal v. Featherstone*, 58 D.L.R. (4th) 567 (Ont. C.A.).

[69] A party asserting unconscionability must make out an inequality of bargaining power and a resulting improvident bargain: *Uber Technologies Inc. v. Heller*, 2020 SCC 16, 3 B.L.R. (6th) 1 at para. 65.

[70] Ms. Gdak submits that there was an inequality of bargaining power between her and the applicant. As evidence of her lack of sophistication, she submits that she never completed high school and needed clarification during her examination by the Receiver that a “charge” was another word for “mortgage.” By contrast, she submits that the applicant purports to be in the business of providing financing to medium-sized businesses in Ontario, through factoring accounts receivable, and that the applicant’s point of contact, Mr. Rees, had 35 years of experience in banking and lending in Canada and the United Kingdom. Accordingly, Ms. Gdak submits that there is a significant gulf in sophistication. She submits that the improvident bargain is manifest in the growth of the debt from \$1.4 million to over \$48 million with no input or participation from her.

[71] As noted, I do not accept that Ms. Gdak was unsophisticated. On a balance of probabilities, I find that she was not entirely unaware of, or uninformed as to, the debt that Trigger was incurring. Ms. Gdak was a director and officer of each of Trigger and En Cadre when she signed the Guarantee. As a director she was responsible for signing off on the financial statements of these companies, which would have disclosed the companies’ indebtedness.

[72] Ms. Gdak is the sole director, officer and shareholder of the respondent Jaimark Properties Inc. (“Jaimark”), which owns or owned several valuable real properties. Based on the record, Ms. Gdak, either on behalf of Jaimark, or personally, has entered into agreements of purchase and sale and a licence agreement as part of transactions in respect of which she sought the advice of legal counsel.

[73] On examination, Ms. Gdak deposed that she did not know that she was a director of Trigger and En Cadre. She also deposed that she did not have a title and that at Trigger she took on jobs like taking photographs for marketing materials, building a website, and “administrative roles.”

[74] I do not accept Ms. Gdak’s evidence that she did not have a title at Trigger or that she took on only administrative roles there. At the time of the hearing, the applicant had not had an opportunity to review the large volume of emails retrieved by the Receiver from computers at Trigger. Even so, the record is replete with examples of Ms. Gdak’s involvement and responsibilities at Trigger, as evidenced by numerous emails.

[75] Apart from Mr. Gdak promoting Ms. Gdak as his “business partner”, her involvement in Trigger’s business was recognized by others at Trigger as well. In an email from Mr. Nero to Mr. Rees, dated May 13, 2015, in response to Mr. Rees’ concerns about accounts receivables and other matters, Mr. Nero stated: “As for the A/R, I understand the pressure point, Jaimee [Ms. Gdak] and I are going to be finally handling this moving forward.”

[76] Alexandra Kanichis, the Director of Operations at the applicant, and the partner who supervised the Trigger credit facilities, deposed that Ms. Gdak was involved with daily accounting operations at Trigger and that “literally hundreds of emails have been exchanged” between Ms. Gdak, Ms. Kanichis and the applicant’s administration team with respect to processing credit card payments, deposits made into the BMO blocked account and deposits made into a BMO account of non-factored payments, and funding requests to the applicant.

[77] Under examination, Ms. Gdak agreed that Ms. Kanichis’ statement about the number of emails exchanged between them “could be accurate.”

[78] Ms. Gdak also deposed that prior to 2020 she worked four or five hours a day at Trigger, but that she did not do much work for Trigger in 2020.

[79] However, in an email to Mr. Rees on June 11, 2020, Mr. Gdak notes that Ms. Gdak did not “facilitate the cashing of cheques”, as expected, because she was at the hospital, and that he would provide a solution for this concern of the applicant. In the same email, Mr. Gdak describes a “Process Change” at Trigger to “ensure future success/compliance” which involves a “signoff on the previous weeks activity (bank accounts, sales, shipping, purchases, transfers, expenses, etc.) on the Monday following the previous week from 830am-12 pm each week. This will be completed by Mark, Mike, Jaimee [Ms. Gdak], Amy and Phil (*sic*).” In an email to the applicant dated December 11, 2019, Mr. Gdak advises that “Mike, Jaimee [Ms. Gdak] and I are all at RLB [the accountants] today (working with them to close several projects) and then RLB is at our facility Thursday and Friday. We are scrambling to get our accounting up until current day.” In another report to the applicant, dated December 26, 2019, Mr. Gdak reports that Ms. Gdak is “mapping our payment for deposits” on five specified days between December 27, 2019 and January 3, 2020.

[80] Ms. Kanichis deposed that at a meeting at Trigger on October 1, 2020 between Mr. Gdak and Mr. Nero, from Trigger, and Ms. Kanichis and Glenn Peterson (president and director), from

the applicant, Mr. Gdak advised that Ms. Gdak was working from home because of the global pandemic, but that she was making collection calls on all the past due accounts of independent stores.

[81] Ms. Kanichis' evidence includes several email exchanges between Ms. Gdak and the applicant, as well as a copy of an Assignment Schedule summarizing alleged sales of firearms to purchasers, totaling over \$185,000. Ms. Gdak included the invoices in support of the alleged sales and alleged proof of delivery by courier for each sale. Together with these documents, Ms. Gdak sent an email to Ms. Kanichis confirming that these documents had been "successfully uploaded."

[82] I do not find Ms. Gdak's evidence that she did not know that she was a director of Trigger credible.

[83] There is reliable evidence to show that Ms. Gdak, in fact, held herself out as a vice president, which she noted when signing documents on behalf of Trigger or En Cadre.

[84] Ms. Gdak had authority to write and sign cheques on behalf of Trigger. Ms. Kanichis' evidence included copies of many cheques written and signed by Ms. Gdak on behalf of Trigger. Many of these cheques were in the hundreds of thousands of dollars.

[85] Ms. Kanichis also deposed that Ms. Gdak was "deeply involved in the day-to-day financial administration of Trigger and takes an active part in managing the financial and accounts receivable side of Trigger's business. She is one of the individuals at Trigger whom I would describe as part of the senior management team." Ms. Kanichis adduced a series of update emails from Ms. Gdak to the applicant that show that Ms. Gdak was one of the primary persons responsible for collection of accounts receivable at Trigger; was one of the individuals who personally handled cheques as they were received by Trigger from its customers; and who deposited cheques into the BMO blocked account and reported to the applicant on the deposits. Mr. Rees deposed that Ms. Gdak served in a "senior accounts receivable collection capacity." Neither Ms. Kanichis nor Mr. Rees was cross-examined on their respective affidavits.

[86] Ms. Kanichis also deposed that Ms. Gdak had ready access to the status of Trigger's indebtedness. Ms. Kanichis deposed that the applicant used software called "Cadence", which allowed its customers, like Trigger, to upload documents, such as invoices to be factored, and to view and update their precise financial position *vis-à-vis* the applicant, including their indebtedness to the applicant. According to Ms. Kanichis' evidence, it was Ms. Gdak who frequently accessed Cadence to upload invoices and bills of lading until Mr. Nero took over this function in 2018. The applicant's records show that Ms. Gdak last logged on to Cadence on February 21, 2018 to upload a number of invoices and bills of lading. Later that same day, Ms. Gdak sent an email to Ms. Kanichis confirming a successful uploading of "invoices and POD's."

[87] Ms. Kanichis further deposed that, like any user of Cadence, Ms. Gdak would have seen a standard-form opening screen that showed the current balance of the account. According to Ms. Kanichis' evidence, on February 21, 2018, Trigger's balance stood at \$8,404,091. In addition to

the balance, the screen would have shown a bar chart showing Trigger's purchase and collection history. Accordingly, I find that it ought to have been apparent to Ms. Gdak on February 21, 2018, that her liability on her Guarantee exceeded the original \$900,000 loan shown on the credit facility documents by a considerable margin.

[88] Ms. Gdak does not deny that she accessed the Cadence program, but she deposed that she used it on rare occasions and needed technical assistance with it. She deposed that she had "no recollection" of seeing the opening screen described by Ms. Kanichis. On a balance of probabilities, I find that while Ms. Gdak may not have known that Trigger's indebtedness had grown to over \$48 million, it is more likely than not that she knew the indebtedness was considerably greater than \$900,000. The information was readily available to her. Even if she did not choose to access the information using the Cadence system, she could have made inquiries of Ms. Kanichis with whom she was in regular contact. Ms. Gdak took no steps to try to limit her exposure on the Guarantee.

[89] The applicant argues that it had no duty to advise Ms. Gdak to obtain independent legal advice because she was a director of Trigger. It relies on the case of *Meridian Credit Union Limited v. 2428128 Ontario Limited*, 2017 ONSC 4578, 73 B.L.R. (5th) 262, in which the court found that independent legal advice is not required prior to the signing of a guarantee if the guaranteeing party is an officer and director of the corporation receiving the loan, citing *Toronto-Dominion Bank v. 1503345 Ontario Ltd.*, [2006] O.J. No. 1960 (ONSC).

[90] I do not agree entirely with the applicant's conclusion. The analysis in *Meridian* was considered in the more recent decision of Glustein J. in *Royal Bank of Canada v. 2414973*, 2020 ONSC 6047, where the court held that the principle enunciated in *Meridian* only applies where a party pleads that the guarantee is "invalidated" because of a lack of independent legal advice at the time the guarantee was signed.

[91] Where a guarantor is raising the lack of independent legal advice to "invalidate" the guarantee, the fact that the guarantor was a director may be determinative. However, whether or not a party was a director of the corporation, the presence or absence of independent legal advice remains relevant where that party is raising the defence of unconscionability, and arguing that the party did not have an opportunity to review the guarantee with counsel who might have identified an inequality of bargaining power and a resulting improvident bargain.

[92] Where a guarantor relies on a lack of independent legal advice in raising a defence of unconscionability, *non est factum*, misrepresentation or the like, the fact that the guarantor is a director is only a factor to be considered. In such cases, merely holding the title of "director" does not necessarily alleviate the need for independent legal advice. Rather, the overriding question remains whether the guarantee is tainted by the presence of undue influence, unconscionability or similar circumstances of improper tactics, and whether the lender should have been put on notice of same. Where a spouse lacks sophistication or meaningful involvement with the corporation, the mere fact that he or she holds the title of "director" should not preclude the defence of unconscionability: see, for example, *Royal Bank v. Hussain*, [1997] 38 B.L.R. (2d) 92.

[93] In my view, Ms. Gdak was not a director in name only. Nor do I find that she performed only administrative tasks at Trigger or that she had no knowledge of the increase of the indebtedness of Trigger to the applicant, such that her dealings with the applicant are tainted by unconscionability.

[94] I am also not satisfied that Ms. Gdak did not have the opportunity to review her Guarantee with counsel. All the credit facility documents were signed in the presence of and witnessed by a lawyer, Mr. Kelly, of Kelly & Co. Ms. Gdak asserts that Mr. Kelly was the lawyer for Trigger and not her lawyer. However, in her examination, when questioned about documents relating to the sale of a condominium owned by her, in September 2020, and in particular about the reference to “Kelly & Co.” on the agreement of purchase and sale, Ms. Gdak stated that “they are our lawyers.” There is no documentary evidence before the court with respect to the nature and extent of Kelly & Co’s retainer *vis-à-vis* Trigger, En Cadre, Mr. Gdak and Ms. Gdak.

[95] Ms. Gdak has not met her onus to show an inequality of bargaining power and a resulting improvident bargain. I am not persuaded that Ms. Gdak’s Guarantee transaction was tainted by the presence of unconscionability or improper tactics such that the applicant ought to have been put on notice of such and encouraged her to obtain independent legal advice.

Did the applicant release Ms. Gdak from her Guarantee?

[96] Ms. Gdak asserts that the applicant released Ms. Gdak from her Guarantee through its words and conduct, and it is now estopped from asserting that the negotiations relating to Ms. Gdak’s release from her Guarantee were never consummated.

[97] For the reasons that follow, I find that the applicant did not conduct itself in a way that constituted a waiver of Ms. Gdak’s Guarantee. Paragraph 17 of the Guarantee clearly states that no waiver of the Guarantee or any of its terms or conditions shall be binding on the applicant unless expressly made in writing by the applicant. The applicant made no such express writing.

[98] As set out in *Maracle v. Travellers Indemnity Co. of Canada*, [1991] 2 S.C.R. 50, a party seeking to rely on promissory estoppel must show that:

- (a) the other party made a promise or assurance, through words or conduct, that was intended to affect the legal relationship between them and was to be acted on; and
- (b) in reliance on the representation, the representee changed her position.

[99] Ms. Gdak asserts that on multiple occasions the applicant represented that it had released her from her Guarantee. Ms. Gdak further asserts she changed her position in reliance on this conduct. For example, she deposed that, based on this reliance, she accepted a transfer of Mr. Gdak’s one-half interest in their family home to separate business assets from personal assets.

[100] In my view, Ms. Gdak has not made out promissory estoppel. She has not established that the applicant represented that it had released her from her Guarantee, nor that she relied on that representation to her detriment.

[101] In support of her argument that her Guarantee was released through the conduct of the applicant, Ms. Gdak relies primarily on the Proposal (dated May 2, 2019) sent by Mr. Rees to Mr. Gdak. The Proposal contemplates a renewal of the existing MPSA and a termination of the existing Royalty Agreement, among other things. Under the section “Additional Information and Agreement” it states: “No Personal Guarantees moving forward from Jaimee Gdak.” Below, in the same section, it states:

The foregoing Proposal does not constitute an offer, commitment or binding agreement to enter the Amended Credit Facilities unless and until approved by ClearFlow’s Credit Committee and/or Board in writing and execution of Documentation as described herein. ... Trigger Wholesale also authorizes ClearFlow to share this information with ClearFlow’s affiliates, assigns, lenders, designees or other third parties ClearFlow deems necessary to receive the appropriate approvals.

[102] Ms. Gdak asserts that, based on this provision, the only part of the Proposal, which was not a binding agreement, was the part that dealt specifically with the two credit facilities, being the MPSA and the Royalty Agreement. She further asserts that it naturally followed that the section dealing with Additional Information and Agreement, which followed the section dealing with the credit facilities, was binding and indeed an “agreement”, which included the agreement that there would be no personal guarantees moving forward from Ms. Gdak. Both Mr. Gdak and Mr. Rees signed the Proposal on May 6, 2019.

[103] I find this interpretation, too, to be highly technical, and neither correct nor commercially reasonable. Even if it could be said that the parties agreed to treat the Amended Credit Facilities as distinct from the Guarantees, and not as part of the same package of credit documents as presented to Trigger in 2019, the language in the Proposal nonetheless affirms that “moving forward” Ms. Gdak will not be asked to provide a personal guarantee. “Moving forward” anticipates the execution of the Amended Credit Facilities. It is implicit that if the Amended Credit Facilities were not approved by ClearFlow’s Credit Committee and/or its Board, in writing, the restructuring would not advance, and, in that case, Ms. Gdak would not be relieved of her Guarantee obligations. An agreement to relieve Ms. Gdak from entering into a fresh guarantee as part of the credit restructuring is not the equivalent of a waiver of her existing Guarantee. A waiver of the existing Guarantee, by its terms, must be in writing by the applicant.

[104] There is no evidence of any such waiver by the applicant. Further, based on the testimony of the president of the applicant, Mr. Peterson, in order to be binding on the applicant, the waiver would have had to be signed by the Board of Directors comprised Randy Rutherford and himself. Mr. Rees did not have the authority to waive Ms. Gdak’s Guarantee.

[105] Ms. Gdak confirmed that she was not involved in the negotiations regarding the credit restructuring. There is no evidence of any representation having been made to her by the applicant regarding her Guarantee. It was Mr. Gdak who was involved in the negotiations relating to the credit restructuring. Based on the evidentiary record, Mr. Gdak appreciated that Ms. Gdak's Guarantee had not been waived on May 6, 2020, when he accepted the Proposal. Mr. Petersen deposed that on May 6, 2020, he and others met with Mr. Gdak in Trigger's parking lot following their earlier meeting. Then and there, Mr. Gdak emphasized his desire that Ms. Gdak's Guarantee be released. Mr. Petersen's evidence is that he explained to Mr. Gdak that "that should be possible when the new expanded facility and MPSA agreements were finalized."

[106] Shortly thereafter, when Trigger's financial statements were not forthcoming, Mr. Rees sent Mr. Gdak an email advising him that the applicant was imposing an additional condition precedent to the credit restructuring – a third party field audit. Attached to Mr. Rees' email was a checklist of items that would need to be satisfied before the applicant would consider moving forward with the proposed restructuring of the credit facilities.

[107] Mr. Gdak's conduct after the May 6, 2019 meeting reinforces that he appreciated that Ms. Gdak's Guarantee had not been released.

[108] On May 16, 2019, Mr. Rees sent an email attaching draft documents to reflect the terms set out in the Proposal. Nowhere in his covering email does Mr. Rees state that the documents are in execution form or ready for signature. While he does not specifically state in his email that the documents are drafts, he does state that he will send copies of the existing signed documents "for Brian Kelly's reference/convenience." This statement suggests that the documents are drafts to be reviewed by Trigger's counsel, Mr. Kelly. In the same email, Mr. Rees provides the contact details for the applicant's counsel, which further reinforces that the attached documents are drafts to be negotiated and finalized between counsel. Mr. Rees does not ask Mr. Gdak to sign and return these documents. The documents do not include a waiver of Ms. Gdak's Guarantee. Mr. Rees later deposed that the documents he sent on May 16, 2019 were indeed drafts for review by legal counsel.

[109] A few months later, on July 2, 2019, Mr. Nero, of Trigger, on behalf of Mr. Gdak, returned the documents signed by Mr. Gdak to Mr. Rees via email.

[110] On July 3, 2019, Mr. Nero, on behalf of Mr. Gdak, wrote to Mr. Rees asking for copies of the documents signed by the applicant and "the release letter you confirmed would be sent discharging Jaimee's obligations." This inquiry confirms Mr. Nero's understanding that, as of July 3, 2019, Ms. Gdak's obligations under the Guarantee had not been discharged.

[111] Mr. Rees replied the same day stating that he "will prepare a letter of confirmation that the Guarantee of Jamie (*sic*) has been cancelled." I accept Mr. Rees' evidence that he never intended to indicate that the applicant had agreed to release Ms. Gdak's Guarantee, and that he neither had instructions from the applicant to release the Guarantee, nor any authority to do so. Mr. Rees knew that the release of the Guarantee was conditional on Trigger providing the requested financial

statements. For that reason, he included this reminder in his email reply: “We do need the Financial Statements to implement the documents-it’s a condition.”

[112] On July 9, 2019, Mr. Rees sent an email to Mr. Gdak indicating that “Glenn will sign off the original legal documents when next in Toronto.” This statement can only be interpreted in the context of the entire transaction. At that time, both the applicant and Mr. Gdak were aware of the conditions precedent that needed to be fulfilled before the credit restructuring, including the release of Ms. Gdak’s Guarantee, would be approved. Those conditions included a review of Trigger’s financial statements for 2019 and 2020 in a form prescribed by the applicant as well as a satisfactory field audit.

[113] Mr. Gdak was fully aware of the conditions precedent to the proposed credit restructuring, which could have resulted in the release of Ms. Gdak’s Guarantee. Notwithstanding that Mr. Gdak returned signed documents to the applicant on July 2, 2019, he understood that the credit facilities would not be restructured until the conditions were met. Nearly a year later, on June 11, 2020, Mr. Gdak sent an email to Mr. Rees in which Mr. Gdak, himself, lists the “Conditions Precedent”, which include “Review Engagement Fiscal 2019”, “Management Prepared Financial Statement 2020” and “Field Audit by Steven Adler”, and he reports on the status of each with a commitment that Trigger will deliver the 2020 Review Engagement by July 31, 2020.

[114] Mr. Rees deposed that the draft “Acknowledgement” of the waiver of Ms. Gdak’s Guarantee, which had been included in the package of draft documents sent for review by counsel, was only sent to Mr. Gdak as an example of the type of acknowledgement that could be signed if there were agreement on all the other terms relating to the restructuring and all of the conditions precedent had been met. It was not an express waiver of Ms. Gdak’s existing Guarantee.

[115] Because financial statements in the form requested by the applicant were never delivered, and because Trigger failed the field audit, the conditions of the credit restructuring were never met. Neither the draft Acknowledgement, nor any other document expressly releasing Ms. Gdak from her Guarantee, was ever finalized, or signed by the applicant, and she was never released from her Guarantee by any means.

[116] It defies logic that Ms. Gdak or Mr. Gdak would have believed that the applicant would have agreed to the waiver of Ms. Gdak’s Guarantee or any other Guarantee in July 2019. At that time, Trigger had not provided its financial statements for fiscal 2019 and fiscal 2020, or met the condition for a satisfactory field audit. The applicant had not signed a single document to give effect to the restructuring of the credit facilities.

[117] On June 19, 2020, prior to the completion of the field audit, Mr. Gdak returned to the applicant a signed version of the MPSA, which he had unilaterally backdated to July 3, 2019. The applicant’s evidence is that it never considered that document to be legally binding because, not only had no one on behalf of the applicant signed the document, but also the MPSA was but one part of a package of documents the whole of which formed the basis for the restructuring and

renewal of the credit facilities. Until all of them were approved and signed by both parties, Ms. Gdak's Guarantee would not be released.

[118] Mr. Gdak did not provide 2019 Review Engagement statements until June 25, 2020, 86 days following the fiscal year end, and he never produced the most recent 2020 financial statements on a Review Engagement basis, as requested by the applicant. Rather, he produced internal monthly statements for fiscal 2020. These financial statements were not accurate, and they were not acceptable to the applicant. By this time, the applicant was also aware that the field audit had uncovered extensive activities at Trigger that it believed to be fraudulent.

Is Mr. Gdak liable pursuant to his Guarantee?

[119] As noted above, Mr. Gdak did not deny liability pursuant to his Guarantee, and he did not file any responding materials on this motion with respect to his Guarantee. I agree with the applicant that judgment in respect of his liability should issue on an unopposed basis.

Disposition

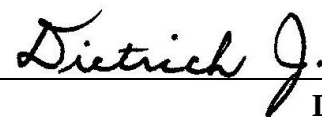
[120] A Judgment shall issue declaring:

- (a) the personal Guarantee executed by the respondent, Mark Gdak, in favour of the applicant, ClearFlow Commercial Finance Corp., in respect of the indebtedness of Trigger Wholesale Inc., dated April 30, 2015, enforceable; and
- (b) the personal Guarantee executed by the respondent Jaimee Lynn Gdak in favour of the applicant, ClearFlow Commercial Finance Corp., in respect of the indebtedness of Trigger Wholesale Inc., dated April 30, 2015, enforceable.

The parties and the Receiver may arrange a case conference to address the quantum of the liability on the Guarantees.

Costs

[121] Any party seeking costs in this matter may serve and file written costs submissions not exceeding three pages in length (excluding a costs outline and offers to settle, if any) within ten days of these reasons. Any party wishing to respond to such written submissions shall serve and file similar written costs submissions within ten days thereafter.


Dietrich J.

Released: May 26, 2021

CITATION: ClearFlow Commercial Finance Corp. v. Trigger Wholesale Inc., 2021 ONSC 3421
COURT FILE NO.: CV-20-00649154-00CL
DATE: 20210526

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant/Moving Party

– and –

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

Respondents/Responding Parties

REASONS FOR JUDGMENT

Dietrich J.

Released: May 26, 2021

Appendix 14

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE

)

WEDNESDAY, THE 26TH

MADAM JUSTICE DIETRICH

)

DAY OF MAY, 2021

BETWEEN:



CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

- and -

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

Respondents

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

JUDGMENT

THIS MOTION, made by the Applicant, for a determination of liability on guarantees given by the individual Respondents to the Applicant, was heard on March 18, 2021 and April 15, 2021 by Zoom videoconference due to the COVID-19 pandemic, with the lawyers for all parties in attendance.

ON READING the Application Record, Responding Application Record, Reply Application Record, Supplementary Responding Application Record, Supplementary Reply Application Record, Second Further Supplementary Reply Application Record, Reply to Second

Further Supplementary Reply Application Record, Transcript of the Examination of Jaimee Lynn Gdak, and facts of the parties, and on hearing the submissions of the lawyers for the parties,

1. THIS COURT DECLARES THAT the personal Guarantee executed by the respondent, Mark Gdak, in favour of the applicant, ClearFlow Commercial Finance Corp., in respect of the indebtedness of Trigger Wholesale Inc., dated April 30, 2015, is enforceable.
2. THIS COURT DECLARES THAT the personal Guarantee executed by the respondent Jaimee Lynn Gdak in favour of the applicant, ClearFlow Commercial Finance Corp., in respect of the indebtedness of Trigger Wholesale Inc., dated April 30, 2015, is enforceable.
3. THIS COURT ORDERS THAT the parties and the Receiver may arrange a case conference to address the quantum of the liability on the Guarantees.



(Signature of Justice)

BOSCO MASCARENHAS

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale INC. et al.

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

JUDGMENT

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Lawyers for the Respondent

Jaimee Lynn Gdak

Appendix 15

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

THIRD REPORT OF THE RECEIVER

May 10, 2021



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

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Appendix 14	Affidavit of Jacob Wiebe sworn May 7, 2021
Appendix 15	Affidavit of Christine Mason sworn May 6, 2021
Appendix 16	Statement of Receipts and Disbursement dated April 30, 2021
Confidential Appendix 1	Summary of Offers Received for Saugeen Beach Road
Confidential Appendix 2	Saugeen Beach Road Sale Agreement

INTRODUCTION

1. Grant Thornton Limited (“**GTL**”) was appointed as Interim Receiver (the “**Interim Receiver**”) of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”) by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 13, 2020 (the “**Interim Receivership Order**”). Copies of the Interim Receivership Order and the Endorsement of the Honourable Madam Justice Gilmore are attached hereto as **Appendix “1”**.
2. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the Interim Receiver, are contained in the affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson, each sworn October 9, 2020 (the “**Clearflow Affidavits**”) in support of Clearflow Commercial Finance Corp.’s (“**Clearflow**”) application for the appointment of the Interim Receiver. A copy of the Clearflow Affidavits without appendices are attached hereto as **Appendix “2”**. Clearflow is the primary secured creditor of the Debtors.
3. The Interim Receiver filed its first report to Court dated October 21, 2020 (the “**Interim Receiver’s Report**”) in support of Clearflow’s application to convert the Interim Receivership Order, to a national receiver, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). A copy of the Interim Receiver’s Report is attached hereto as **Appendix “3”** without appendices.
4. Pursuant to an order of the Honourable Mr. Justice McEwen dated October 22, 2020, GTL was appointed as the Receiver (the “**Receiver**”) over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak (“**J. Gdak**”), pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “4”**.
5. The Receiver filed its first report to Court dated November 20, 2020 (the “**First Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 43 Baker Road, Port Elgin, Ontario. A copy of

the Receiver's First Report is attached hereto as **Appendix "5"** without appendices.

6. On December 1, 2020, the Court issued an order providing the relief requested by the Receiver in the First Report (the "**Baker Road Approval and Vesting Order**"). A copy of the Baker Road Approval and Vesting Order along with the Endorsement of Justice Dietrich is attached hereto as **Appendix "6"**.
7. The Receiver filed its second report to Court dated February 12, 2021 (the "**Second Report**") and a supplemental report to the second report dated March 16, 2021 (the "**Supplemental Report**") which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of the Inventory Transaction and the Sea Ray Transaction and requesting directions in respect of the Real Property Assets and Personal Property Assets, all as defined in the Second Report. Copies of the Receiver's Second Report and the Supplemental Report are attached hereto as **Appendices "7"** and **"8"** respectively without appendices.
8. On March 17, 2021, the Court issued approval and vesting orders in respect of the Inventory Transaction (the "**Inventory Sale Approval and Vesting Order**") and the Sea Ray Transaction (the "**Sea Ray Approval and Vesting Order**"). Copies of the Inventory Sale Approval and Vesting Order and the Sea Ray Approval and Vesting Order along with the Endorsement of Justice Dietrich are attached hereto as **Appendix "9"** and **"10"** respectively.
9. On March 31, 2021, the Court issued an order providing directions to the Receiver in respect of the Personal Property Assets (as defined in the Second Report) and the Real Property Assets (as defined in the Second Report) (the "**Order for Directions**"). A copy of the Order for Directions along with the Endorsement of Justice Dietrich is attached hereto as **Appendix "11"**.
10. The Order for Directions declared that the Personal Property Assets (as defined in the Second Report) and the Real Property Assets (as defined in the Second Report), with the exception of the real property identified municipally as 250 Lions Court, Waterloo, Ontario, are assets of Trigger.

11. In accordance with the Court's e-service protocol all materials filed with the Court in this matter are available on the Receiver's case website at www.GrantThornton.ca/TWI.

DISCLAIMER

12. In preparing this report, the Receiver has reviewed certain unaudited financial information and certain financial information related to the Debtors. While the Receiver has performed a preliminary review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards ("**GAAS**") or International Financial Reporting Standards ("**IFRS**"). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.
13. This report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to grant the relief sought by the Receiver. Accordingly, the reader is cautioned that this report may not be appropriate for any other purpose.
14. All references to dollar amounts in this report are in Canadian currency, unless otherwise noted.

PURPOSE OF THE THIRD REPORT

15. The purpose of this third report of the Receiver to Court (the "**Third Report**") is to advise the Court on the Receiver's activities since its appointment and to provide information to the Court pertaining to the Receiver's request for Orders:
 - a) approving the Third Report and the activities of the Receiver described therein;
 - b) approving the Saugeen Beach Road sale transaction (the "**Saugeen Beach Road Transaction**") contemplated by an agreement of purchase and sale dated April 28, 2021 and accepted as at April 30, 2021 (the "**Saugeen Beach Road Sale Agreement**") between Richard Arthur Garland and Lisa Lynne Garland (collectively, the "**Purchasers**") and the Receiver for the purchase and sale of a property located at 157 Saugeen Beach Road, Port Elgin, Ontario ("**Saugeen Beach Road**");

- c) authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable for the completion of the Saugeen Beach Road Transaction;
- d) vesting in the Purchasers all of Jaimee Gdak's and the Debtors' right, title and interest in and to Saugeen Beach Road, free and clear of all encumbrances, except certain permitted encumbrances;
- e) approving the Receiver's Statement of Receipts and Disbursements as at April 30, 2021 (the "**SRD**");
- f) approving the fees and disbursements of the Receiver for the period from February 1, 2021 to April 30, 2021, as set out in the affidavit of Jacob Wiebe, sworn May 7, 2021;
- g) approving the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver, for the period from February 1, 2021 to April 30, 2021, as set out in the Affidavit of Christine Mason, sworn May 6, 2021; and
- h) sealing the Confidential Appendices to the Third Report until a closing of the Saugeen Beach Road Transaction.

BACKGROUND

- 16. The Debtors are incorporated in Ontario and were in the business of importing and distributing firearms and ammunition to customers throughout Canada. The Debtors' customers allegedly included Canadian Tire and Home Hardware, as well as many small gun shops, outdoor stores, police forces and the Canadian military. The registered address for the Debtors is 588 Colby Drive, Suite #1, Waterloo, Ontario (the "**Colby Drive Premises**"). The directors of Trigger are Mark Gdak ("**Mr. Gdak**"), Jaimee Lynn Gdak ("**Mrs. Gdak**") and Brian Richard Kelly ("**Brian Kelly**"). Brian Kelly also acted as the Debtors' legal counsel. Brian Kelly resigned as director of the Trigger shortly after the Interim Receiver was appointed.
- 17. Clearflow provided accounts receivable ("**AR**") factoring services to Trigger. As described in the Interim Receiver's Report, the First Report and the Second Report, Trigger did not conduct any business with the customers on the AR listings provided to Clearflow for factoring and all the invoices factored by Clearflow were false. While Trigger represented to Clearflow that its AR totalled \$64,074,258 as at October 13, 2020, the actual AR was \$944,073 and none of the real customer invoices were factored by Clearflow.

18. In the Second Report the Receiver described how the Personal Property Assets (as defined in the Second Report) and the Trigger Real Property Assets (as defined in the Second Report) were all purchased with Trigger funds which was obtained from Clearflow. The Order for Directions declared that the Personal Property Assets (as defined in the Second Report) and the Trigger Real Property Assets (as defined in the Second Report) are property of Trigger.

SALE OF 157 SAUGEEN BEACH ROAD

19. The Trigger Real Property includes Saugeen Beach Road. In the Second Report, the Receiver detailed listing proposals obtained from several realtors for the sale of Saugeen Beach Road and the Receiver's recommendation that RE/Max Land Exchange ("**RE/Max**") be engaged to market Saugeen Beach Road for sale.
20. Subsequent to the Court issuing the Order for Directions, the Receiver engaged Re/Max to list Saugeen Beach Road for sale.
21. In order to encourage offers and to effectively canvass the market, RE/Max, together with guidance from the Receiver:
 - a) created a brochure containing key information on Saugeen Beach Road;
 - b) installed signage on-site at Saugeen Beach Road;
 - c) created a dedicated website, detailing the purchase opportunity, which included, among other things, property information, photographs, and a detailed virtual tour; and
 - d) posted the listing on MLS, Realtor.ca, the agent's own commercial website and other shared advertising websites.
22. The Receiver provided Re/Max a form of an Agreement of Purchase and Sale that the Receiver recommended interested parties use to submit their offers.
23. The online listings had 785 different agent views and 143 different client views.
24. RE/Max completed 13 physical showings of the Purchased Property.
25. The Receiver corresponded with RE/Max on a frequent basis to discuss the sale process, marketing efforts, interested parties, sales strategies, and eventually the submitted offers.

26. After numerous showings and fourteen (14) days on the market, a bid submission deadline was set for April 28, 2021. Five offers were received by the bid submission deadline. A summary of the five offers received is attached in **Confidential Appendix “1”**.
27. The Receiver identified the offer from the Purchasers as the best and highest offer. Between April 28, 2021 and April 30, 2021, the Receiver entered into negotiations with the Purchasers, which culminated in the completion of a Saugeen Beach Road Sale Agreement. A copy of the Saugeen Beach Road Sale Agreement which is redacted to remove the selling price is attached hereto as **Appendix “12”**. A full copy of the Saugeen Beach Sale Agreement is attached hereto as **Confidential Appendix “2”**.
28. The Saugeen Beach Road Sale Agreement is conditional upon the Receiver obtaining an Approval and Vesting Order from the Court.
29. Closing of the Saugeen Beach Road Sale Transaction is scheduled for 10 days following the Court issuing an Approval and Vesting Order.

The Mark Gdak Property Claim

30. The Receiver has been in possession of Saugeen Beach Road since shortly after the Receivership Order was issued on October 22, 2021.
31. While the building envelope of Saugeen Beach Road is complete, there remains a significant amount of interior and exterior finishing to be completed. Much of the building materials required to complete the construction, as well as interior furnishing, was present at Saugeen Beach Road when the Receiver took possession of the property.
32. In marketing Saugeen Beach Road for sale, the Receiver advised interested purchasers that the contents of Saugeen Beach Road were to be included as part of the sale, except for a boat, a trailer and two all terrain vehicles located in the garage.
33. As noted above, the Receiver set a deadline for submission of offers from interested purchasers of April 28, 2021, by which date 5 offers were received.

34. On April 29, 2021, Mr. Gdak sent a Property Proof of Claim to the Receiver in which he claims a lengthy listing of items at Saugeen Beach Road to be his personal assets (the “**Gdak Property Claim**”).
35. Upon receiving the Gdak Property Claim, the Receiver advised the Purchasers of the claim. The Receiver and the Purchasers agreed that the Saugeen Beach Road Sale Agreement would list the items claimed in the Gdak Property Claim as excluded chattels in order to avoid a conflict on closing should the Receiver need to turn over these items to Mr. Gdak.
36. The Receiver issued Notice of Disallowance of the Gdak Property Claim on May 5, 2021 on the basis that Mr. Gdak had not provided any proof of ownership of the items claimed.
37. On May 7, 2021, Mr. Gdak and the Receiver, with the consent of the Purchasers, reached an agreement whereby the Receiver would release certain items of nominal value to Mr. Gdak and that Mr. Gdak would withdraw the Gdak Property Claim (the “**Gdak Personal Items**”). A listing of the Gdak Personal Items is attached hereto as **Appendix “13”**.
38. On May 10, 2021, the Receiver met with Mr. Gdak at Saugeen Beach Road and allowed Mr. Gdak to retrieve the Gdak Personal Items.

Court Approval of the Sale of Saugeen Beach Road

39. The Receiver conducted an extensive marketing process, which widely exposed Saugeen Beach Road to the market.
40. In light of the sale process conducted by the Receiver, the opinion of value received by the Receiver and the offers that were received for Saugeen Beach Road, the Receiver is of the opinion that the Saugeen Beach Road Sale Transaction represents the highest and best price that can be obtained for Saugeen Beach Road.
41. The Receiver's sale process was fair and reasonable. The Receiver made sufficient effort to obtain the best price and has not acted improvidently. The Saugeen Beach Road Sale Transaction is supported by Clearflow.
42. Accordingly, the Receiver respectfully requests that the Court approve the Saugeen Beach Road Sale Transaction, grant the Approval and Vesting Order and

authorize the Receiver to take all steps necessary to complete the Saugeen Beach Road Sale Transaction.

ACTIVITIES OF THE RECEIVER

43. Since its appointment, the Receiver's activities have included matters not otherwise described in the First Report, the Second Report and the Third Report, including, but not limited to:
- a) Preparing this Third Report;
 - b) closing the Inventory Transaction;
 - c) closing the Sea Ray Transaction; and
 - d) taking possession of the Personal Property Assets (as defined in the Second Report) and marketing them for sale.

APPROVAL OF PROFESSIONAL FEES

44. The Receiver and its counsel have maintained detailed records of their professional fees.
45. Pursuant to paragraph 27 of the Receivership Order, the Receiver and its counsel shall be paid their reasonable fees and disbursements and a charge was granted on the Property (as defined in the Receivership Order), as security for such fees and disbursements.
46. The total fees and disbursements of the Receiver from February 1, 2021 to April 30, 2021 amount to \$239,607.69 inclusive of disbursements and HST and are more particularly described in the affidavit of Jacob Wiebe sworn May 7, 2021, a copy of which is attached hereto as **Appendix "14"**.
47. The total fees and disbursements of the Receiver's counsel, BLG, from February 1, 2021 to April 30, 2021 amount to \$256,095.36 inclusive of disbursements and HST and are more particularly described in the affidavit of Christine Mason sworn May 6, 2021, a copy of which is attached hereto as **Appendix "15"**.
48. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP

49. The interim statement of receipts and disbursements of the Interim Receiver and Receiver as at April 30, 2021 (the "SRD"), is attached hereto as **Appendix "16"**.

CONFIDENTIAL APPENDICES

50. The Receiver believes that Confidential Appendix "1" and "2" should remain sealed until further order of the Court, as the information contained therein is commercially sensitive and could prejudice the sale of Saugeen Beach Road. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver, which may impact the price that interested purchasers are willing to offer for Saugeen Beach Road, should the Saugeen Beach Road Transaction not close.
51. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendices are sealed in this manner.

SUMMARY AND RECOMMENDATION

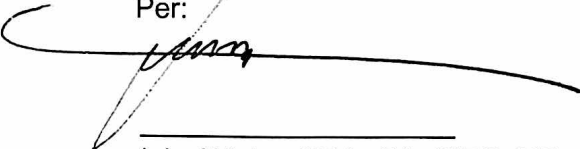
52. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the relief sought, as detailed in paragraph 15 of this Third Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

In its capacity as Court Appointed Interim Receiver and Receiver of Trigger Wholesale, Inc. The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. and Jaimee Gdak

Per:



Jake Wiebe, CPA, CA, CIRP, LIT

Senior Vice-President

Appendix 16

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

THE HONOURABLE

)

TUESDAY, THE 18TH

JUSTICE HAINEY

)

DAY OF MAY, 2021

)

BETWEEN:



CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") and for certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated April 28, 2021 and accepted on April 30, 2021 (the "**Sale Agreement**") between the Receiver and

Richard Arthur Garland and Lisa Lynne Garland (the "**Purchasers**") for the purchase and sale of a property located at 157 Saugeen Beach Road, Port Elgin, Ontario (the "**Purchased Property**") and appended to the third report of the Receiver dated May 10, 2021 (the "**Third Report**"), the affidavit of Jacob Wiebe sworn May 7, 2021 (the "**Wiebe Affidavit**"), the affidavit of Christine Mason sworn May 6, 2021 (the "**Mason Affidavit**") and vesting in the Purchasers the Debtors' and Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the Third Report and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp. and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Mariela Adriana Gasparini sworn May 11, 2021 filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Property to the Purchasers.
2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchasers substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' or Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchasers, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Gilmore dated October 13, 2020; (ii) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated October 22, 2020; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security*

Act (Ontario) or any other personal property registry system; and (iv) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Property are hereby expunged and discharged as against the Purchased Property.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for Land Titles Division of Bruce of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchasers as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Property shall stand in the place and stead of the Purchased Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Property with the same priority as they had with respect to the Purchased Property immediately prior to the sale, as if the Purchased Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

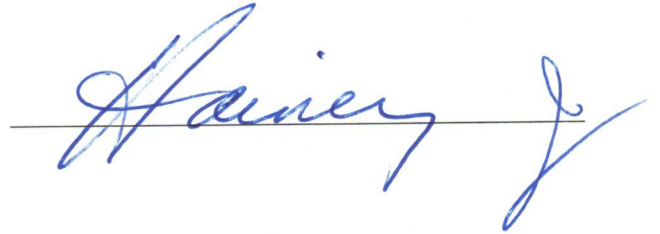
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors, or Jaimee Lynn Gdak, or any bankruptcy order issued pursuant to any such applications; and

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

the vesting of the Purchased Property in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors or Jaimee Lynn Gdak, and shall not be void or voidable by creditors of the Debtors or Jaimee Lynn Gdak, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT ORDERS** that the Third Report of the Receiver and the activities of the Receiver, as described in the Third Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
8. **THIS COURT ORDERS** that the statement of receipts and disbursements as at April 30, 2021, be and is hereby approved.
9. **THIS COURT ORDERS** that the fees and disbursements of the Receiver, as described in the Third Report and as set out in the Wiebe Affidavit, be and are hereby approved.
10. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's legal counsel, Borden Ladner Gervais LLP, as described in the Third Report and as set out in the Mason Affidavit, be and are hereby approved.
11. **THIS COURT ORDERS** that Confidential Appendices "1" and "2" to the Third Report be and are hereby sealed until the closing of the Transaction.
12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully

requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

A handwritten signature in blue ink, appearing to read "Hainer J.", is written over a horizontal line. The signature is fluid and cursive, with a large initial "H" and a stylized "J" at the end.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20–00649154–00CL

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated October 13, 2020, Grant Thornton Limited ("**GTL**") was appointed as the interim receiver (the "**IR**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Honourable Mr. Justice McEwen of the Court dated October 22, 2020, GTL was appointed as the receiver (the "**Receiver**") of the undertaking, property and

assets of the Debtors and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak.

C. Pursuant to an Order of the Court dated May 18, 2021, the Court approved the agreement of purchase and sale dated April 28, 2021 and accepted on April 30, 2021 (the "**Sale Agreement**") between the Receiver and Richard Arthur Garland and Lisa Lynne Garland (the "**Purchasers**") and provided for the vesting in the Purchasers of the Debtors' or Jaimee Lynn Gdak's right, title and interest in and to the property located at 157 Saugeen Beach Road, Port Elgin, Ontario (the "**Purchased Property**"), which vesting is to be effective with respect to the Purchased Property upon the delivery by the Receiver to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the Purchase Price for the Purchased Property; (ii) that the conditions to Closing as set out in section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchasers have paid and the Receiver has received the Purchase Price for the Purchased Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**GRANT THORNTON LIMITED, in its
capacity as Receiver of the undertaking,
property and assets of the Debtors and not in
its personal capacity**

Per:

Name:

Title:

Schedule B – Purchased Property

1. Real Property

157 Saugeen Beach Road, Port Elgin, Ontario, legally described as LT 1 PL 416; SAUGEEN SHORES, being all of PIN 33274-0322 (LT).

2. Chattels

All chattels situate on the Real Property as viewed by the Purchasers on April 23, 2021, save and except for the following, which shall be excluded from the Purchased Property:

- a) 2018 Scarab 255 Impulse, Serial No. PSBSD018F718;
- b) 2018 Karavan 255 Trailer, Serial No. 566S7BY23J2000014;
- c) 2019 Can-AM Outlander XM4KRK 8A50, Serial No. 3JBLWAU40KJ000180;
- d) 2019 Can-AM Outlander XM4KRK 8A50, Serial No. 3JBLWAU48KJ000377;
- e) Garden tools;
- f) Small tools;
- g) Lawnmower;
- h) Battery chargers;
- i) Camping equipment;
- j) Plates, cups, cutlery;
- k) Desk;
- l) Camping chairs, sleeping bags, umbrellas;
- m) Bedding, pillows, blankets;
- n) Towels;
- o) Chairs;
- p) Personal hygiene products;
- q) Kayaks;
- r) Paddle boards;
- s) Life jackets, helmets;
- t) BBQs;
- u) Buffalo head;
- v) Patio chairs;
- w) Ramps;
- x) Ladders;
- y) Propane Tanks;
- z) Small appliances;
- aa) Lamps and furnishings;
- bb) Food and beverages in the fridge;
- cc) Fishing gear;
- dd) Floaties (inflatable kids toys for the lake);
- ee) Carpet;
- ff) First aid equipment;
- gg) Children's toys, sporting equipment; and
- hh) Folding tables.

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

1. Application to Register a Court Order registered on October 23, 2020 as Instrument Number BR161115 in favour of Grant Thornton Limited;
2. Construction Lien registered on November 30, 2020 as instrument number BR162705 by Ace Lawn Care Inc.;
3. Construction Lien registered on December 16, 2020 as instrument number BR163349 by J.B. Construction Inc.;
4. Certificate of Action registered as instrument number BR165907 on February 26, 2021 by Ace Lawn Care Inc.; and
5. Certificate of Action registered as instrument number BR165833 on February 26, 2021 by J.B. Construction Inc.

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

(unaffected by the Vesting Order)

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land, to the extent such reservations, restrictions, rights of way, easements or covenants are preserved by Section 44 of the *Land Titles Act* (Ontario);
2. Any registered agreements with a municipality or a supplier of utility services including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
4. Any minor easements for the supply of utility service to the Real Property or adjacent properties;
5. Encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties, which surveys have been delivered to the Purchasers prior to execution of the Sale Agreement, and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Real Property and survey matters generally;
6. The exceptions and qualifications set forth in the *Land Titles Act* (Ontario); and
7. The reservations contained in the original grant from the Crown.

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESale, INC. et al.

Respondents

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

PROCEEDINGS COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
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Roger Jaipargas – LSO No. 43275C

Tel: 416-367-6266
Email: rjaipargas@blg.com

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

Clearflow Commercial

v.

Triller Wholesale Inc. et al

① Motion granted on the terms
of the attached Approval and
Settling Order.

Jainey J.

May 18, 2021

Appendix 17

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

FOURTH REPORT OF THE RECEIVER

June 4, 2021



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

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Appendix 15	Saugeen Beach Road Approval and Vesting Order dated May 18, 2021
Appendix 16	Fictitious email correspondence and BMO banking documents
Appendix 17	652 Colby Drive Sale Agreement (Redacted)
Appendix 18	Scarab, ATVs and Sea Doos Bill of Sale dated May 11, 2021
Appendix 19	Trailer Appraisal
Appendix 20	Trailer Bill of Sale dated April 23, 2021
Appendix 21	CRA Claim
Appendix 22	Statement of Receipts and Disbursements dated May 31, 2021
Confidential Appendix 1	Summary of Offers Received for 652 Colby Drive

INTRODUCTION

1. Grant Thornton Limited (“**GTL**”) was appointed as Interim Receiver (the “**Interim Receiver**”) of Trigger Wholesale, Inc. (“**Trigger**”) and The En Cadre Group Inc. (“**En Cadre**”) (collectively, the “**Debtors**”) by order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 13, 2020 (the “**Interim Receivership Order**”). Copies of the Interim Receivership Order and the Endorsement of the Honourable Madam Justice Gilmore are attached hereto as **Appendix “1”**.
2. Background information pertaining to the Debtors, including the circumstances leading to the appointment of the Interim Receiver, are contained in the affidavits of Martin Rees, Sandy Kanishis and Glenn Peterson, each sworn October 9, 2020 (the “**Clearflow Affidavits**”) in support of Clearflow Commercial Finance Corp.’s (“**Clearflow**”) application for the appointment of the Interim Receiver. A copy of the Clearflow Affidavits without appendices are attached hereto as **Appendix “2”**. Clearflow is the primary secured creditor of the Debtors.
3. The Interim Receiver filed its first report to Court dated October 21, 2020 (the “**Interim Receiver’s Report**”) in support of Clearflow’s application to convert the Interim Receivership Order, to a national receiver, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). A copy of the Interim Receiver’s Report is attached hereto as **Appendix “3”** without appendices.
4. Pursuant to an order of the Honourable Mr. Justice McEwen dated October 22, 2020, GTL was appointed as the Receiver (the “**Receiver**”) over the assets, undertakings and properties of the Debtors, as well as certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak, pursuant to subsection 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “4”**.
5. The Receiver filed its first report to Court dated November 20, 2020 (the “**First Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 43 Baker Road, Port Elgin, Ontario. A copy of

the Receiver's First Report is attached hereto as **Appendix "5"** without appendices.

6. On December 1, 2020, the Court issued an order providing the relief requested by the Receiver in the First Report (the "**Baker Road Approval and Vesting Order**"). A copy of the Baker Road Approval and Vesting Order, along with the Endorsement of Justice Dietrich is attached hereto as **Appendix "6"**.
7. The Receiver filed its second report to Court dated February 12, 2021 (the "**Second Report**") and a supplemental report to the second report dated March 16, 2021 (the "**Supplemental Report**") which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of the Inventory Transaction and the Sea Ray Transaction and requesting directions in respect of the Real Property Assets and Personal Property Assets, all as defined in the Second Report. Copies of the Receiver's Second Report and the Supplemental Report are attached hereto as **Appendices "7"** and **"8"** respectively without appendices.
8. On March 17, 2021, the Court issued approval and vesting orders in respect of the Inventory Transaction (the "**Inventory Sale Approval and Vesting Order**") and the Sea Ray Transaction (the "**Sea Ray Approval and Vesting Order**"). Copies of the Inventory Sale Approval and Vesting Order and the Sea Ray Approval and Vesting Order, along with the Endorsement of Justice Dietrich are attached hereto as **Appendices "9"** and **"10"** respectively.
9. On March 31, 2021, the Court issued an order providing directions to the Receiver in respect of the Personal Property Assets and the Real Property Assets, all as defined in the Second Report (the "**March 31, 2021 Order for Directions**"). A copy of the March 31, 2021 Order for Directions, along with the Endorsement of Justice Dietrich is attached hereto as **Appendix "11"**.
10. Pursuant to an a consent Endorsement dated April 15, 2021, Justice Dietrich ordered the amount of \$3,000 per month, on account of the personal living expenses, shall be paid to each of Mark Gdak ("**Mr. Gdak**") and Jaimee Lynn Gdak ("**Ms. Gdak**"), from the receivership estate, for a total of \$6,000 on a monthly basis, retroactive to the date of the Mareva Order, net of amounts already advanced. A

copy of the April 15, 2021 Endorsement of Justice Dietrich is attached hereto as **Appendix “12”**

11. On May 26, 2021, Justice Dietrich released the Reasons for Decision in respect of the motion brought by Clearfow to enforce the guarantees executed by Mr. Gdak and Ms. Gdak in its favour. The Court issued a judgment declaring that the guarantees executed by each of Mr. Gdak and Ms. Gdak in favour of Clearflow are enforceable. The issue of the quantum of the liability on the guarantees is to be addressed at a case conference at a future date. A copy of the Reasons for Decision dated May 26, 2021 is attached hereto as **Appendix “13”**.
12. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Real Property Assets, all as defined in the Second Report, with the exception of the real property identified municipally as 250 Lions Court, Waterloo, Ontario, are assets of Trigger.
13. The Receiver filed its third report to Court dated May 10, 2021 (the “**Third Report**”) which, amongst other things, requested an order authorizing and directing the Receiver to complete the sale of 157 Saugeen Beach Road, Port Elgin, Ontario (the “**Saugeen Beach Road Transaction**”). A copy of the Receiver’s Third Report is attached hereto as **Appendix “14”** without appendices.
14. On May 18, 2021, the Court issued an approval and vesting order in respect of the Saugeen Beach Road Transaction (the “**Saugeen Beach Road Approval and Vesting Order**”). A copy of the Saugeen Beach Road Approval and Vesting Order, along with the Endorsement of Justice Hainey is attached hereto as **Appendix “15”**.
15. In accordance with the Court’s e-service protocol all materials filed with the Court in this matter are available on the Receiver’s case website at www.GrantThornton.ca/TWI.

DISCLAIMER

16. In preparing this fourth report of the Receiver to Court (the “**Fourth Report**”), the Receiver has reviewed certain unaudited financial information and certain financial information relating to the Debtors. While the Receiver has performed a preliminary

review of available books and records of the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Auditing Standards (“**GAAS**”) or International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAS or IFRS with respect to such information.

17. This Fourth Report has been prepared for the use of this Court as general information to assist the Court in making a determination of whether to grant the relief sought by the Receiver. Accordingly, the reader is cautioned that this Fourth Report may not be appropriate for any other purpose.
18. All references to dollar amounts in this Fourth Report are in Canadian currency, unless otherwise noted.

PURPOSE OF THE FOURTH REPORT

19. The purpose of this Fourth Report is to advise the Court on the Receiver’s activities since its appointment and to provide information to the Court pertaining to the Receiver’s request for Orders:
 - a) approving the Fourth Report and the activities of the Receiver described therein;
 - b) approving the 652 Colby Drive sale transaction (the “**652 Colby Drive Transaction**”) contemplated by an agreement of purchase and sale dated May 13, 2021 and accepted as at May 20, 2021 (the “**652 Colby Drive Sale Agreement**”) between Baka Properties Holdings Ltd. (the “**652 Colby Drive Purchaser**”) and the Receiver for the purchase and sale of a property located at 652 Colby Drive, Waterloo, Ontario (“**652 Colby Drive**”);
 - c) authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable for the completion of the 652 Colby Drive Transaction;
 - d) vesting in the 652 Colby Drive Purchaser all of Jaimak’s and the Debtors’ right, title and interest in and to 652 Colby Drive, free and clear of all encumbrances, except certain permitted encumbrances;

- e) approving the Receiver's proposed payment of Canada Revenue Agency (the "**CRA**") source deduction deemed trust claim (described herein)
- f) approving the Receiver's proposed interim distribution to Clearflow;
- g) approving the Receiver's Interim Statement of Receipts and Disbursements as at May 31, 2021 (the "**SRD**"); and
- h) sealing the Confidential Appendices to the Fourth Report until a closing of the 652 Colby Drive Transaction.

BACKGROUND

- 20. The Debtors are incorporated in Ontario and were in the business of importing and distributing firearms and ammunition to customers throughout Canada. The Debtors' customers allegedly included Canadian Tire and Home Hardware, as well as many small gun shops, outdoor stores, police forces and the Canadian military. The registered address for the Debtors is 588 Colby Drive, Suite #1, Waterloo, Ontario (the "**Colby Drive Premises**"). The directors of Trigger are Mr. Gdak, Ms. Gdak and Brian Richard Kelly ("**Brian Kelly**"). Brian Kelly also acted as the Debtors' legal counsel. Brian Kelly resigned as director of the Trigger shortly after the Interim Receiver was appointed.
- 21. Clearflow provided accounts receivable ("**AR**") factoring services to Trigger. As described in the Interim Receiver's Report, the First Report and the Second Report, Trigger did not conduct any business with the customers on the AR listings provided to Clearflow for factoring and all the invoices factored by Clearflow were false. While Trigger represented to Clearflow that its AR totalled \$64,074,258 as at October 13, 2020, the actual AR was \$944,073 and none of the real customer invoices were factored by Clearflow.
- 22. The Second Report the Receiver described how the Personal Property Assets and the Trigger Real Property Assets, all as defined in the Second Report, were all purchased with Trigger funds, which were obtained from Clearflow. The March 31, 2021 Order for Directions declared that the Personal Property Assets and the Trigger Real Property Assets are property of Trigger.

ACTIVITIES OF THE RECEIVER

23. The Second Report the Receiver described that Mr. Gdak created fictitious email addresses in order to impersonate Canadian Tire and Home Hardware employees for the apparent purpose of providing false information to Clearflow with respect to Trigger's business operations.
24. The Second Report also details how Mr. Gdak created fictitious email correspondence between himself and representatives of Clearflow for the apparent purpose of providing false information to Bank of Montreal ("**BMO**") with respect to Trigger's operational dealings with Clearflow.
25. The Receiver has now learned that Mr. Gdak also prepared fictitious documentation which Mr. Gdak provided to Clearflow for the apparent purpose of seeking to convince Clearflow that Trigger was holding millions of dollars in a reserve account at BMO. Copies of the emails and BMO banking documents are attached hereto as **Appendix "16"**.
26. The Receiver has presented these documents to BMO, who advised the Receiver that same are forged and that the bank accounts referenced in the documents have never existed.

SALE OF SAUGEEN BEACH ROAD

27. The Third Report the Receiver described the marketing and sale process in respect of the Saugeen Beach Road Transaction. Subsequently, the Court issued an approval and vesting order in respect of the Saugeen Beach Road Transaction.
28. The Saugeen Beach Road Transaction is scheduled to close on June 10, 2021.

SALE OF 652 COLBY DRIVE

29. The Trigger Real Property includes 652 Colby Drive. In the Second Report, the Receiver detailed listing proposals obtained from several realtors for the sale of 652 Colby Drive and the Receiver's recommendation that Colliers International ("**Colliers**") be engaged to market 652 Colby Drive for sale.

30. The Court approved the Receiver's listing recommendation in the March 31, 2021 Order for Directions. Therefore, the Receiver engaged Colliers to list 652 Colby Drive for sale.
31. In order to encourage offers and to effectively canvass the market, Colliers, together with guidance from the Receiver:
 - a) created a brochure containing key information on 652 Colby Drive;
 - b) installed signage on-site at 652 Colby Drive;
 - c) created a dedicated website, detailing the purchase opportunity, which included, among other things, property information, and photographs; and
 - d) posted the listing on MLS, Realtor.ca, and other shared advertising websites.
32. The Receiver provided Colliers with a form of an Agreement of Purchase and Sale that the Receiver recommended interested parties use to submit their offers.
33. Colliers received 21 inquiries about 652 Colby Drive and completed 14 physical showings.
34. The Receiver corresponded with Colliers on a frequent basis to discuss the sale process, marketing efforts, interested parties, sales strategies, and eventually, the submitted offers.
35. After numerous showings and twenty-seven (27) days on the market, a bid submission deadline was set for May 11, 2021. Five offers were received by the bid submission deadline. A summary of the five offers received is attached in **Confidential Appendix "1"**.
36. The Receiver identified the offer from the 652 Colby Drive Purchaser as the best and highest offer. Between May 11, 2021 and May 20, 2021, the Receiver entered into negotiations with the 652 Colby Drive Purchaser, which culminated in the completion of the 652 Colby Drive Sale Agreement. A copy of the 652 Colby Drive Sale Agreement, which is redacted to remove the selling price is attached hereto as **Appendix "17"**. A full copy of the 652 Colby Drive Sale Agreement is attached hereto as **Confidential Appendix "2"**.
37. The 652 Colby Drive Sale Agreement is conditional upon the Receiver obtaining an Approval and Vesting Order from the Court.

38. Closing of the 652 Colby Drive Sale Transaction is scheduled for 10 days following the Court issuing an Approval and Vesting Order.

Court Approval of the Sale of 652 Colby Drive

39. The Receiver conducted an extensive marketing process, which widely exposed 652 Colby Drive to the market.
40. In light of the sale process conducted by the Receiver, the opinion of value received by the Receiver and the offers that were received for 652 Colby Drive, the Receiver is of the opinion that the 652 Colby Drive Sale Transaction represents the highest and best price that can be obtained for 652 Colby Drive.
41. The Receiver's sale process was fair and reasonable. The Receiver made sufficient effort to obtain the best price and has not acted improvidently. The 652 Colby Drive Sale Transaction is supported by Clearflow.
42. Accordingly, the Receiver respectfully requests that the Court approve the 652 Colby Drive Sale Transaction, grant the Approval and Vesting Order and authorize the Receiver to take all steps necessary to complete the 652 Colby Drive Sale Transaction.

SALE OF PERSONAL PROPERTY ASSETS

43. The March 31, 2021 Order for Directions declared that the Personal Property Assets (as defined in the Second Report) are property of Trigger. The Personal Property Assets include the following assets, all as defined in the Second Report:
- a) The Scarab;
 - b) The ATVs;
 - c) The SeaDoos;
 - d) The Trailer;
 - e) The Range Rover;
 - f) Rolex Watch Diamond Dial Watch;
 - g) Breitling Watch;
 - h) Omega Watch;
 - i) Ladies 18 Karat Paladium Diamond Necklace; and
 - j) Rolex Datejust Diamond Dial Watch.

The Scarab, ATVs and SeaDoos

44. In the Second Report, the Receiver detailed that Trigger funds totalling \$141,398.98, plus HST, were used to purchase these assets as follows:

a) The Scarab	\$ 82,500.00
b) The ATVs	\$ 28,316.00
c) The SeaDoos	<u>\$ 30,582.98</u>
TOTAL	\$141,398.98

45. The Receiver received two offers to purchase all of these assets as follows:

a) Team Vincent	\$124,465.00
b) Scott Boldt	\$125,000.00

The Receiver negotiated with both interested purchasers, which resulted in the Receiver concluding the sale of these assets to Scott Boldt for \$145,000.00, plus HST, which is slightly greater than the original price paid by Trigger for these assets. As the purchase price for these assets was less than the monetary limit provided for at paragraph 5(k) of the Receivership Order, Court approval was not required in respect of same. A copy of the bill of sale is attached hereto as **Appendix “18”**.

46. The Receiver also arranged to pay storage fees owing to Team Vincent in the amount of \$1,784.50 for the SeaDoos.

The Trailer

47. The Receiver obtained an appraisal of the Trailer from Platinum Asset Appraisals which valued the Trailer at between \$5,000 and \$6,500. The Receiver sold the Trailer for \$6,500 plus HST. As the purchase price for the Trailer was less than the monetary limit provided for at paragraph 5(k) of the Receivership Order, Court approval was not required in respect of same. Copies of the Trailer Appraisal and the Trailer Bill of Sale are attached hereto as **Appendix “19”** and **“20”** respectively.

The Ranger Rover

48. Ms. Gdak requested that the Receiver permit her to retain the Range Rover until May 31, 2021 to allow her sufficient time to find alternative transportation. The Receiver agreed to Ms. Gdak's request. On May 31, 2021, Ms. Gdak arranged for the Range Rover to be delivered to the Receiver.

49. The Receiver is in the process of having the Range Rover appraised and arranging for its sale.

The Jewelry

50. The Receiver obtained possession of the following jewelry from Mr. Gdak, Ms. Gdak and Mr. Searles:
- a) Rolex Oyster Perpetual Datejust Two Tone Diamond Dial watch;
 - b) Breitling watch;
 - c) Omega watch;
 - d) Ladies gold and diamond necklace;
 - e) Ladies 18 karat Paladium and Diamond necklace; and
 - f) Ladies Rolex Oyster Perpetual Datejust Diamond Dial white gold watch.
51. The Receiver obtained a market value appraisal of the watches from Canadian Insurance Jewelry Appraisals and thereafter engaged Joel Spillman, a watch broker, to list the watches for sale on various watch resale websites.
52. The Ladies Rolex Oyster Perpetual Datejust Diamond Dial white gold watch was appraised at \$28,000 inclusive of HST. Mr. Spillman arranged to sell the watch for \$30,000 inclusive of HST. The Receiver paid Mr. Spillman a 15% selling commission on the sale.
53. The Receiver continues its attempts to sell the remaining jewelry.

PROPOSED INTERIM DISTRIBUTION

Secured Creditors

54. Based on a review of registrations made under the *Personal Property Security Act* (Ontario), as of November 2, 2020, the following parties have registered financing statements against Trigger's personal property:
- a) Clearflow, with a Master Purchase and Sale Agreement and General Security Agreement against Trigger's personal property ("**Clearflow Security**");
 - b) De Lage Landen Financial Services Canada Inc. ("**De Lage Landen**"), with a specific security interest over one (1) Konica Accuriopress Printer together with all parts and accessories ("**De Lage Security**");
 - c) Ford Credit Canada Company ("**Ford Credit**"), with a specific security interest over a 2018 Ford F150 VIN: 1FTFW1E13JFD46719 and a 2017 Ford F150 VIN: 1FTEW1EF6HFC54487 ("**Ford Security**");

- d) Mark Gdak, with a General Security Agreement against Trigger's personal property, subordinate to the Clearflow Security; and
 - e) The En Candre Group Inc., with a General Security Agreement against Trigger's personal property, subordinate to the Clearflow Security.
55. The Receiver's independent legal counsel, Borden Ladner Gervais LLP ("**Receiver's Counsel**") conducted a review of the Clearflow Security to confirm whether it was properly perfected and enforceable as against a trustee in bankruptcy.
56. Receiver's Counsel has issued a security opinion in respect of Clearflow's security interest over Trigger's personal property other than the Personal Property Assets (as defined in the Second Report), such personal property consisting of inventory and accounts receivable, dated May 21, 2021 (the "**Inventory and AR Security Opinion**"). The Inventory and AR Security Opinion states that, subject to customary caveats and qualifications, Clearflow's security interest over such personal property is valid and enforceable.
57. In reviewing the De Lage Security, the Receiver noted that the security was registered for certain leased equipment and that there did not appear to be any equity in the leased equipment. The Receiver subsequently disclaimed its interest in the subject leased equipment on December 14, 2020 and the leased equipment has since been repossessed by De Lage Landen.
58. In reviewing the Ford Security, the Receiver noted that the security was registered against specific leased vehicles, which appeared to have significant equity. The Receiver subsequently authorized Ford Credit to repossess the leased vehicles, provided that any equity resulting from the sale of the vehicles was paid to the Receiver. Ford Credit has subsequently repossessed the vehicles and has paid equity resulting from their sale in the amount of \$54,899.75 to the Receiver.

Priority Claims

59. The Canada Revenue Agency ("**CRA**") finalized its trust examination of Trigger's source deductions which resulted in CRA filing a proof of claim dated March 21, 2021 in the amount of \$456,633.56 of which \$394,582.82 is claimed in priority to all other secured claims (the "**CRA Priority Claim**"), with the remaining \$62,050.74 being unsecured. A copy of the claim is attached hereto as **Appendix "21"**.

RECEIPTS AND DISBURSEMENTS OF THE RECEIVERSHIP

60. The Receiver proposes to pay the CRA Priority Claim.
61. The Receiver further proposes to make an interim distribution to Clearflow in the amount of \$1,000,000 from the Receiver's realization from Trigger's inventory and accounts receivable.
62. The Receiver's interim statement of receipts and disbursements as at May 31, 2021 (the "SRD"), including the proposed distributions is attached hereto as **Appendix "22"**.

CONFIDENTIAL APPENDICES

63. The Receiver believes that Confidential Appendices "1" and "2" should remain sealed until the 652 Colby Drive Sale Transaction has closed, as the information contained therein is commercially sensitive and could prejudice the 652 Colby Drive Sale Transaction. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver, which may impact the price that interested purchasers are willing to offer for 652 Colby Drive Sale Transaction not close.
64. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendices "1" and "2" are sealed in this manner.

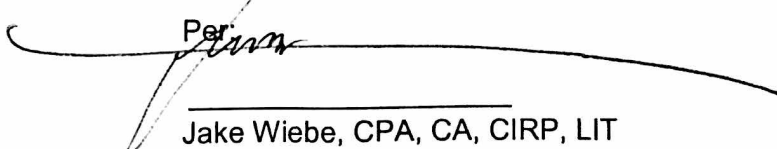
SUMMARY AND RECOMMENDATION

65. Based on the foregoing, the Receiver respectfully requests that this Honourable Court grant the relief sought, as detailed in paragraph 19 of this Fourth Report.

All of which is respectfully submitted.

GRANT THORNTON LIMITED

In its capacity as Court Appointed Interim Receiver and Receiver of Trigger Wholesale, Inc. The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. and Jaimee Gdak

Per: 

Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice-President

CLEARFLOW COMMERCIAL and
FINANCE CORP.

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

Applicant

Respondents

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

**FOURTH REPORT OF THE RECEIVER,
GRANT THORNTON LIMITED**

BORDEN LADNER GERVAIS LLP
Barristers and Solicitors
East Tower, Bay Adelaide Centre
22 Adelaide St West #3400
Toronto, ON M5H 4E3

Roger Jaipargas
Tel: (416) 367-6266
Email: rjaipargas@blg.com
(LSO #43275C)

Lawyers for Grant Thornton Limited

Appendix 18

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

THE HONOURABLE) MONDAY, THE 14th
MR. JUSTICE CAVANAGH) DAY OF JUNE, 2021

B E T W E E N:



CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") and for certain real property owned by each of Jaimak Real Properties Inc. ("**Jaimak**") or Jaimee Lynn Gdak, for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated May 13, 2021 and accepted on May 20, 2021 (the "**Sale Agreement**") between the Receiver and Baka Properties Holdings Ltd. (the "**Purchaser**") for the purchase and sale of a

property located at 652 Colby Drive, Waterloo, Ontario (the "**Purchased Property**") and appended to the fourth report of the Receiver dated June 4, 2021 (the "**Fourth Report**"), and vesting in the Purchaser the Debtors' and Jaimak's right, title and interest in and to the Purchased Property, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the Fourth Report and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp., counsel for the Purchaser and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Mariela Adriana Gasparini sworn June 4, 2021 filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Property to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' and Jaimak's right, title and interest in and to the Purchased Property described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Gilmore dated October 13, 2020; (ii) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated October 22, 2020; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iv) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term

shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Property are hereby expunged and discharged as against the Purchased Property.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for Land Titles Division of Waterloo (LRO#58) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Property shall stand in the place and stead of the Purchased Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Property with the same priority as they had with respect to the Purchased Property immediately prior to the sale, as if the Purchased Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors, or Jaimak, or any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors or Jaimak;

the vesting of the Purchased Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors or Jaimak, and shall not be void or voidable by creditors of the Debtors or Jaimak, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT ORDERS** that the Fourth Report of the Receiver and the activities of the Receiver, as described in the Fourth Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

8. **THIS COURT ORDERS** that the interim statement of receipts and disbursements as at May 31, 2021, be and is hereby approved.

9. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to make a distribution to Canada Revenue Agency in the amount of \$394,582.82.

10. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to make a distribution to Clearflow Commercial Finance Corp. in the amount of \$1,000,000.

11. **THIS COURT ORDERS** that Confidential Appendices “1” and “2” to the Fourth Report be and are hereby sealed until the closing of the Transaction.

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

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20–00649154–00CL

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated October 13, 2020, Grant Thornton Limited ("**GTL**") was appointed as the interim receiver of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Honourable Mr. Justice McEwen of the Court dated October 22, 2020, GTL was appointed as the receiver (the "**Receiver**") of the undertaking, property and

assets of the Debtors and certain real property owned by each of Jaimak Real Properties Inc. (“**Jaimak**”) or Jaimee Lynn Gdak.

C. Pursuant to an Order of the Court dated June 14, 2021, the Court approved the agreement of purchase and sale dated May 13, 2021 and accepted on May 20, 2021 (the "**Sale Agreement**") between the Receiver and Baka Properties Holdings Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtors' and Jaimak's right, title and interest in and to the property located at 652 Colby Drive, Waterloo, Ontario (the "**Purchased Property**"), which vesting is to be effective with respect to the Purchased Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Property; (ii) that the conditions to Closing as set out in section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**GRANT THORNTON LIMITED, in its
capacity as Receiver of the undertaking,
property and assets of the Debtors and not in
its personal capacity**

Per: _____
Name:
Title:

Schedule B – Purchased Property

1. Real Property

652 Colby Drive, Waterloo, Ontario, legally described as LT 66 PL 1405; CITY OF WATERLOO, being all of PIN 22281-0110 (LT); and

2. Chattels

All chattels situate on the Real Property as of May 13, 2021 which the Receiver has the authority to sell.

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

1. Application to Register a Court Order registered on October 23, 2020 as Instrument Number WR1292381 in favour of ClearFlow Commercial Finance Corp.;
2. Construction Lien registered on November 12, 2020 as Instrument Number WR1297107 by J.B. Construction Inc.;
3. Construction Lien registered on November 30, 2020 as Instrument Number WR1301363 by Ace Lawn Care Inc.;
4. Certificate of Action registered on February 26, 2021 as Instrument Number WR1321471 by Ace Lawn Care Inc.; and
5. Certificate of Action registered on March 4, 2021 as Instrument Number WR1322731 by J.B. Construction Inc.

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

(unaffected by the Vesting Order)

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land, to the extent such reservations, restrictions, rights of way, easements or covenants are preserved by Section 44 of the *Land Titles Act* (Ontario);
2. Any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
4. Any minor easements for the supply of utility service to the Real Property or adjacent properties;
5. Encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties, which surveys have been delivered to the Purchaser prior to execution of the Sale Agreement, and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Real Property and survey matters generally;
6. The exceptions and qualifications set forth in the *Land Titles Act* (Ontario);
7. The reservations contained in the original grant from the Crown; and
8. APL (General) from Olympia Cabinets K-W Ltd. to 393934 Ontario Ltd. registered as instrument number LT118792 on June 9, 2003.

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC. et al.

Respondents

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

PROCEEDINGS COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, Ontario M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C
Tel: 416-367-6266
Email: rjaipargas@blg.com

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

Appendix 19



Agreement of Purchase and Sale Condominium Resale

Form 101

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 29th day of June 20, 21

BUYER: Maria Elana Andrusiak Morland and Paul Arthur Alain Lemieux, agrees to purchase from Grant Thornton Limited in its capacity as the Court appointed receiver of Trigger

SELLER: wholesale Inc. and The En Cadre Group Inc. and certain real property owned by each, the following of Jaimak Real Properties

PROPERTY:

a unit in the condominium property known as Townhouse No.
(Apartment/Townhouse/Suite/Unit)

located at 265 Old Post Road Waterloo, On N2L 5B8

in the City of Waterloo, On

being Waterloo North Condominium Corporation Condominium Plan No. 9
(Legal Name of Condominium Corporation)

Unit Number 3 Level No. 1 Building No. 265 together with ownership

or exclusive use of Parking Space(s) , together with ownership or exclusive use of
(Number(s), Level(s))

Locker(s) , together with Seller's proportionate undivided tenancy-in-common interest
(Number(s), Level(s))

in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "Property"

BASE PRICE: 1 Million Dollars (CDN\$)

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

 Dollars (CDN\$)

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

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

SCHEDULE(S) A B, C attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by 10:00pm on the 30th
(Seller/Buyer) (a.m./p.m.)
day of June 20, 21, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

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

INITIALS OF BUYER(S):

PL MS

INITIALS OF SELLER(S):

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

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)
 Email Address: lisalubinsky@hotmail.com Email Address: marianmonnehomes@gmail.com
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

- 4. CHATELS INCLUDED:**
 See Section 6 of Schedule "A", and Schedule "C"

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

- 5. FIXTURES EXCLUDED:**
 See Schedule "C"

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

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

- 7. COMMON EXPENSES:** Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the Property are approximately \$ 746.90 per month, which amount includes the following: Building Insurance, Common Elements, Exterior Maintenance, Property Management Fees, Other, Pool

- 8. PARKING AND LOCKERS:** Parking and Lockers are as described above or assigned as follows: Parking in Garage and driveway.
 at an additional cost of:

INITIALS OF BUYER(S):

PL [Signature]

INITIALS OF SELLER(S):

DS [Signature]

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

10. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the day of 20..... (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are **PL**

outstanding work orders or deficiency notices affecting the Property, and that its present use (.....) may be lawfully continued. If within that time any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

11. TITLE: Buyer agrees to accept title to the Property subject to all rights and easements registered against title for the supply and installation of telecommunication services, electricity, gas, sewers, water, television cable facilities and other related services; provided that title to the Property is otherwise good and free from all encumbrances except: (a) as herein expressly provided; (b) any registered restrictions, conditions or covenants that run with the land provided such have been complied with; (c) the provisions of the Condominium Act and its Regulations and the terms, conditions and provisions of the Declaration, Description and By-laws, Occupancy Standards By-laws, including the Common Element Rules and other Rules and Regulations; and (d) any existing municipal agreements, zoning by-laws and/or regulations and utilities or service contracts. **PL**

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

13. STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM: Seller represents and warrants to Buyer that there are no special assessments contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation. The Seller consents to a request by the Buyer or the Buyer's authorized representative for a Status Certificate from the Condominium Corporation. Buyer acknowledges that the Condominium Corporation may have entered into a Management Agreement for the management of the condominium property.

14. DOCUMENTS AND DISCHARGE: Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Seller. Seller agrees to deliver to Buyer, if it is possible without incurring any costs in so doing, copies of all current condominium documentation of the Condominium Corporation, including the Declaration, Description, By-laws, Common Element Rules and Regulations and the most recent financial statements of the Condominium Corporation. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

15. MEETINGS: Seller represents and warrants to Buyer that at the time of the acceptance of this Offer the Seller has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof; OR (c) any substantial change in the assets or liabilities of the Condominium Corporation; and Seller covenants that if Seller receives any such notice prior to the date of completion Seller shall forthwith notify Buyer in writing and Buyer may thereupon at Buyer's option declare this Agreement to be null and void and all monies paid by Buyer shall be refunded without interest or deduction.

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

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

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- 16. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the Property.**
- 17. APPROVAL OF THE AGREEMENT:** In the event that consent to this sale is required to be given by the Condominium Corporation or the Board of Directors, the Seller will apply forthwith for the requisite consent, and if such consent is refused, then this Agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Buyer.
- 18. INSURANCE:** The Unit and all other things being purchased shall be and remain at the risk of the Seller until completion. In the event of substantial damage to the Property Buyer may at Buyer's option either permit the proceeds of insurance to be used for repair of such damage in accordance with the provisions of the Insurance Trust Agreement, or terminate this Agreement and all deposit monies paid by Buyer hereunder shall be refunded without interest or deduction. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
- 19. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer.
- 20. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 21. ADJUSTMENTS:** Common Expenses; realty taxes, including local improvement rates; mortgage interest; rentals; unmetered public or private utilities and fuel where billed to the Unit and not the Condominium Corporation; are to be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer. There shall be no adjustment for the Seller's share of any assets or liabilities of the Condominium Corporation including any reserve or contingency fund to which Seller may have contributed prior to the date of completion.
- 22. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the Property, save and except any property taxes that accrued prior to the completion of this transaction.
- 23. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 24. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 25. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 26. UFEs:** Seller represents and warrants to Buyer that during the time Seller has owned the Property, Seller has not caused any building on the Property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the Property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 27. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 28. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 29. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 30. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the Property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer)

Paul Lemieux

(Seal)

06/29/2021

06/29/2021

(Witness)

(Buyer)

6/29/2021 12:02:05 PM EDT

(Seal)

(Date)

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

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer)

Jake Wiebe

(Seal)

30-Jun-2021 | 7:48 AM

(Date)

(Witness)

(Buyer)

as Court-appointed receiver of

(Seal)

(Date)

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

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed

and written was finally accepted by all parties at this day of 30-Jun-2021 | 11:28 AM PDT

(a.m./p.m.)

DocuSigned by:

Jake Wiebe

(Signature of Seller or Buyer)

268FC6A891FF4B2...

INFORMATION ON BROKERAGE(S)

Listing Brokerage Re/Max Twin City Realty Inc. 519-579-4110
(Tel.No.)
Lisa Lubinsky LISA LUBINSKY
(Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage Red and White Realty Inc. 519-804-9934
(Tel.No.)
Marian Monné
(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

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

DocuSigned by: *Jake Wiebe* 30-Jun-2021 | 7:48 AM

(Seller) (Date)

(Seller) (Date)

Address for Service (Tel. No.)

Seller's Lawyer (Tel. No.)

Address (Tel. No.)

Email (Tel. No.)

(Tel. No.) (Fax. No.)

Property Manager: (Name)

(Address)

(Tel. No., FAX No)

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

DocuSigned by: *Paul Lemieux* 06/29/2021 | 12:29:05 PM EDT

(Buyer) (Date)

(Buyer) (Date)

Address for Service (Tel. No.)

Buyer's Lawyer (Tel. No.)

Address (Tel. No.)

Email (Tel. No.)

(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

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

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

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

Acknowledged by:

Lisa Lubinsky

MARIAN MONNE

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Form 101

for use in the Province of Ontario

Schedule A

Agreement of Purchase and Sale - Condominium Resale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:
Maria Elana Andrusiak Morland & Paul Arthur Alain Lemieux

BUYER: Grant Thornton Ltd. in its capacity as court-appointed receiver of Trigger Wholesale Inc. and
SELLER: and The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties
Inc. or Jaimie Lynn Gdak.

for the purchase and sale of 265 Old Post Road
Waterloo, On N2L 5B8 dated the 29th day of June, 2021.

Buyer agrees to pay the balance as follows:

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

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new first Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 8:00p.m. on July 6th, 2021, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

  3    

The Buyer shall have the right to view the property prior to completion ~~2~~ more times, at mutually agreed upon times. The Seller agrees to provide access to the property for the purpose of the viewings. These viewings do not include if the Buyer's lender requires an appraiser at the property.

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

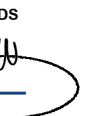
 

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

SCHEDULE "A" TO THE AGREEMENT OF PURCHASE AND SALE

1. The Real Property is being sold on an "as is, where is" and "without recourse" basis with no representations, warranties or (except as expressly stated herein) condition, express or implied, statutory or otherwise of any nature and kind whatsoever as to title, encumbrances, description, present or future use, fitness for use, environmental condition including the existence of hazardous substances, merchantability, quantity, defect (latent or patent), condition, location of structures, improvements and mezzanines or the legality thereof, zoning or lawful use of the Real Property, rights over adjoining properties and any easements, right-of-way, rights of re-entry, restrictions and/or covenants which run with the land, ingress and egress to the Real Property, the condition or state of repair of any chattels, encroachments on the Real Property by adjoining properties or encroachments by the Real Property on adjoining properties, if any, any outstanding work orders, orders to comply, deficiency notices, building permits or building permit applications, municipal or other governmental requirements agreements or requirements (including site plan agreements, development agreements, subdivision agreements, building or fire codes, building and zoning bylaws and regulations, development fees, imposts, lot levies and sewer charges) or any other matter or thing whatsoever, either stated or implied. The Buyer acknowledges having reviewed the state of title to the Real Property and agrees to accept title subject to all of the foregoing, and that it shall, despite any presumption to the contrary at law or otherwise, not be entitled to make any requisition as to title or otherwise.

2. The parties' obligation to complete the purchase and sale of the Real Property contemplated hereunder is conditional upon the Seller obtaining an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") in the receivership proceeding for the Real Property (Court File No. CV-20-00649154-00CL) approving the Agreement and the sale transaction contemplated thereby and vesting title to the Real Property in the Buyer, on Closing (as hereinafter defined), free and clear of all claims and encumbrances, except for permitted encumbrances listed in Schedule B hereto (collectively, the "**Approval and Vesting Order**"). On Closing, title will be transferred by the Approval and Vesting Order and not by Transfer/Deed of Land. In the event the Approval and Vesting Order is not granted by the Court or the Approval and Vesting Order is successfully appealed, the Deposit shall be returned to the Buyer and this Agreement shall terminate.

3. The transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as "**Closing**") on the day which is the later of September 1, 2021 or 10 days immediately following the date upon which the Seller obtains the Approval and Vesting Order (the "**Closing Date**"), provided however, that the Closing Date shall be no earlier than the date upon which all appeal periods in respect of the Approval and Vesting Order expire and that the Approval and Vesting Order has not been appealed prior to Closing. In no event shall the Closing Date be later than September 30, 2021 (the "**Outside Date**"). In the event that the Approval and Vesting Order is not obtained by the Outside Date, this Agreement shall be at an end, the Seller, as vendor, shall not be liable to the Buyer for any costs, damages, losses or expenses incurred by the Buyer, the Deposit (without interest) shall be returned to the Buyer forthwith and the parties shall have no further obligations or liabilities under this Agreement.

4. The Buyer acknowledges that it has relied entirely on its own judgment, inspection and investigation of the Real Property and any rights necessary to the access, use and enjoyment of, appurtenant or otherwise, the Real Property.





5. The Seller shall not be required to furnish any abstracts of title or any survey or other document.
6. The Buyer acknowledges and agrees that the Buyer will acquire from the Seller all of the chattels currently situate at the Real Property for which the Seller has authority to sell (the "**Chattels**"), save and except for the Excluded Items listed in Schedule "C" hereto, in accordance with and subject to the provisions hereinafter set out. The Buyer acknowledges and agrees that it is acquiring such Chattels on an "as is where is" basis. The Buyer represents and warrants to the Seller that the Buyer has absolutely satisfied itself as to the status and condition of such Chattels including, without limitation, their state of repair.
7. The Buyer acknowledges that the fixtures, improvements and Chattels (to the extent applicable), if any, presently on the Real Property are to be taken by it, at its own risk completely, without representation or warranty of any kind from the Seller as to the ownership or state of repair of any such fixtures, improvements and Chattels (to the extent applicable). The Buyer further acknowledges that the fixtures and Chattels (to the extent applicable) presently on the Real Property may be subject to security interests.
8. The Buyer agrees with the Seller that the Buyer takes title to the Real Property subject to any tenancies in existence (the "**Existing Tenancies**"). The Buyer shall obtain possession of the Real Property at the Buyer's own expense. The Buyer acknowledges that the Seller will not obtain or provide any acknowledgements, representations, warranties, estoppels or agreements with respect to the Real Property and/or the Existing Tenancies thereof from, *inter alios*, any third parties, the property manager and any tenants. Notwithstanding the foregoing, the Buyer hereby acknowledges and agrees that the assignment of the Existing Tenancies shall exclude any arrears of rent properly due and owing under any lease agreement as of the Closing Date, if any, and such arrears shall remain the property of the Seller to be collected by it on its own account.
9. The Buyer acknowledges that any information supplied to the Buyer by the Seller or its agents or representatives is, and was supplied, without any representation or warranty, and that the responsibility for the verification of any such information shall be wholly the responsibility of the Buyer.
10. The Buyer shall be responsible for payment of all outstanding realty taxes and utilities owing on the Real Property from the Closing Date forward (including the Closing Date), and payment of all taxes exigible on sale and transfer of the Real Property and any fixtures and Chattels (to the extent applicable), including without limitation, HST as applicable, retail sales tax as applicable and Land Transfer Tax.
11. The Seller shall provide the Buyer with only the keys to the Real Property that are in its possession.
12. On or prior to the Closing Date, the Buyer shall deliver to the Seller the following items, duly executed by the Buyer (if applicable):
 - (a) the balance of the purchase price for the Real Property;
 - (b) all certificates, indemnities, declarations and other evidence contemplated hereby in form and content reasonably satisfactory to the Seller's solicitors, acting reasonably, including, without limitation, a certificate of the Buyer acknowledging that the Property is being purchased on an "as-is, where-is" basis;



- (c) evidence satisfactory to the Seller that the Buyer is registered for HST under the *Excise Tax Act*, including the Buyer's registration number for purposes of HST together with an indemnity in form satisfactory to the Seller acting reasonably to pay the applicable HST with respect to the sale of the Real Property;
 - (d) an undertaking realty tax refunds attributable to the period prior to the Closing Date, in such form as may be required by the Seller or its solicitors, in such form as may be required by the Seller or its solicitors;
 - (e) an undertaking to re-adjust any changes, errors or omissions in respect of all adjustments customarily made with respect to the sale of real property in Ontario, including, without limitation, real property taxes, local improvement charges and utilities;
 - (f) a certificate of a senior officer of the Buyer certifying that each of the warranties and representations of the Buyer set out herein are true and accurate on the Closing Date except as disclosed therein; and
 - (g) any other documents relative to the completion of this Agreement as may be required by the Seller or the Seller's solicitors.
13. The Seller is entering into this Agreement solely in its capacity as the Receiver of the Real Property pursuant to the provisions of the orders of the Ontario Superior Court of Justice (the "**Court**") dated October 22, 2020 and March 31, 2021 and not in its personal or any other capacity and the Seller and its agents, officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith. Any claim against the Seller shall be limited to and only enforceable against the Real Property and assets then held by or available to it in its said capacity as Receiver of the Real Property and shall not apply to its personal property and assets held by it in any other capacity. The term "Seller" as used in this Agreement shall have no inference or reference to the present registered owner of the Real Property.
14. The Buyer covenants and agrees that it will:
- (a) keep confidential all non-public reports and non-public results of its inspections, tests, studies, surveys and investigations and all non-public information provided by the Seller or its agents to the Buyer hereunder; and
 - (b) effective on and after the Closing Date, assume and be fully responsible for any other obligations and liabilities assumed by the Buyer as provided for by this Agreement.
15. The Buyer hereby represents and warrants to the Seller as follows:
- (a) if the Buyer is a corporate entity, the Buyer is and will be as of the Closing Date, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Real Property and the Buyer has full power, authority and capacity to enter into this Agreement and carry out the transaction contemplated herein;



[PL]

[WJ]

- (b) if the Buyer is a corporate entity, all necessary action on the part of the Buyer and its directors has been taken to authorize and approve the execution and delivery of this Agreement and the completion of the transaction contemplated herein; and
 - (c) no consent or approval of or registration, declaration or filing with any governmental authority, body, agency, commission, board, bureau, or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Real Property is required for the execution or delivery of this Agreement by the Buyer, the validity or enforceability of this Agreement against the Buyer, or the performance by the Buyer of any of its obligations hereunder; and the Buyer is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada).
16. The foregoing representations and warranties shall survive and shall not merge on the Closing Date.
17. This Agreement may be signed in counterpart and an electronic copy of a signature will be deemed to be as effective as if signed in the original.
18. In the event of any conflict or inconsistency between any provision of this Schedule "A" and any provision of this Agreement of Purchase and Sale not contained in Schedule "A", the provision of Schedule "A" shall govern and prevail.

 [PL] [Signature]

SCHEDULE "B"

PERMITTED ENCUMBRANCES

1. any reservations, restrictions, rights of way, easements or covenants that run with the land, to the extent such reservations, restrictions, rights of way, easements or covenants are preserved by Section 44 of the Land Titles Act (Ontario);
2. any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. all laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
4. any minor easements for the supply of utility service to the Real Property or adjacent properties;
5. encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties, which surveys have been delivered to the Buyer prior to execution of the Sale Agreement, and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Real Property and survey matters generally;
6. the exceptions and qualifications set forth in the Land Titles Act (Ontario); and
7. the reservations contained in the original grant from the Crown.



SCHEDULE "C"

EXCLUDED ITEMS

The following shall be excluded from the transaction contemplated hereunder (collectively, the "Excluded Items"):

1. Freezer in storeroom;
2. Washer and dryer;
3. All art;
4. All indoor and outdoor furniture;
5. All outdoor "potted" flowers except large planters;
6. Water feature and supporting rocks;
7. All items in garage including workbenches and cabinets;
8. Guest bathroom shower curtain and rod; and
9. Eco thermostat.



Appendix 20



Notice of Fulfillment of Condition(s) Agreement of Purchase and Sale

Form 124

for use in the Province of Ontario

BUYER: Maria Elana Andrusiak Morland & Paul Arthur Alain Lemieux

SELLER: Grant Thornton Limited in its capacity as (con't)

REAL PROPERTY: #3-265 OLD POST Road Waterloo

Waterloo

ON

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the 6 day of July

20. ²¹....., regarding the above property, I/We hereby confirm that I/We have fulfilled the condition(s) which read(s) as follows:

Seller Name Con't.... Grant Thornton Limited in its capacity as Court-appointed receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc. and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak.

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new first Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 8 p.m. on July 6th, 2021, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Notice of Fulfillment of Condition, "Buyer" includes purchaser and "Seller" includes vendor.

DATED at Kitchener, Ontario, at 4:00 this 6th day of July, 2021
(a.m./p.m.)

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

.....
(Witness)

(Buyer) 7/6/2021 6:35:25 PM EDT

(Seal) (Date)

07/06/2021

.....
(Witness)

(Buyer/Seller) 1 7:37:21 PM EDT

(Seal) (Date)

07/06/2021

06-Jul-2021 | 7:47 PM EDT

Receipt acknowledged at this day of 20..... by: _____
(a.m./p.m.)

Print Name: Lisa Lubinsky

Signature:

DocuSigned by:

Lisa Lubinsky

-D7FC1DC977F94F4



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Appendix 21

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000
F 416.367.6749
blg.com



File No. 547730.000032

June 30, 2021

DELIVERED BY EMAIL

**PRIVILEGED AND CONFIDENTIAL
SOLICITOR AND CLIENT COMMUNICATION**

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

Attention: Jake Wiebe

Dear Mr. Wiebe:

Re: **Trigger Wholesale, Inc. (“Trigger”)** and The En Cadre Group Inc. (**“En Cadre”**)
and, together with Trigger, the **“Debtors”**

Grant Thornton Limited (**“GT”**) was appointed as the receiver (in such capacity, the **“Receiver”**) of, *inter alia*, all of the assets, undertaking and properties of the Debtors and certain Real Properties (as defined below) owned by each of Jaimak Real Properties Inc. (**“Jaimak”**) or Jaimee Lynn Gdak (**“J. Gdak”**) pursuant to an Appointment Order of the Ontario Superior Court of Justice (Commercial List) (the **“Court”**) dated October 22, 2020 (the **“Appointment Order”**). We also refer to the Order for directions of the Court dated March 31, 2021 (the **“March 31 Order”**), pursuant to which the Court provided the Receiver with authorization and direction in connection with, *inter alia*, the marketing and sale of the Trigger Real Properties (as defined below). All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Appointment Order and the March 31 Order, as the context requires.

In connection with your appointment as Receiver, you have asked us to review the security granted by Trigger to ClearFlow Commercial Finance Corp. (**“ClearFlow”**) in connection with Trigger’s liability and obligations under or in connection with a general security agreement dated as of July 3, 2019 granted by Trigger in favour of ClearFlow (the **“Trigger GSA”**).

You have asked us to provide you with an opinion in connection with the Trigger GSA. Specifically, you have asked us to opine on the enforceability and validity in the Province of Ontario (the **“Province”**) of the security interests (the **“Security Interests”**) held by ClearFlow in the Trigger Real Properties, as granted under the Trigger GSA.

I. SCOPE OF REVIEW

We reviewed the Trigger GSA generally and examined the registered title to the Trigger Real Properties in the applicable Land Registry Office. In conducting our review, we have assumed:

1. Jaimak or J. Gdak, as applicable, was the registered owner and had good and marketable title in fee simple to the Trigger Real Properties, subject to (i) the Appointment Order, (ii) the March 31 Order, (iii) the Construction Liens (as defined below), as applicable; and (iv) the Condo Lien (as defined below), as applicable;
2. the Appointment Order was validly and properly registered against title to the Trigger Real Properties;
3. with respect to the documents examined by us, the genuineness of all signatures, the legal capacity of individuals signing any documents, the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as certified or photocopied copies;
4. the standard form documents used by ClearFlow are effective to create legal, valid and binding security and other obligations in its favour in accordance with their terms;
5. that there are no agreements to which Trigger is a party which might impair Trigger's ability to grant security or perform its obligations under the Trigger GSA;
6. that the descriptions in the Trigger GSA of the property and assets intended to be secured thereby are correct and complete;
7. that the indices and records in all filing systems maintained in all public offices where we have searched or inquired or have caused searches or inquiries to be conducted are accurate and current, and all certificates and information issued or provided pursuant thereto are and remain accurate and complete. We express no opinion, and accept no liability for, any error, inaccuracy or omission in the responses received;
8. the Trigger GSA has been duly authorized, executed and delivered by all parties thereto, and that the authorization, execution and delivery of the Trigger GSA by Trigger and the performance of its obligations thereunder, does not breach any constating or trust documents of Trigger or any laws to which Trigger is subject; and
9. that the only Canadian jurisdiction where Trigger carries on business is Ontario.

In addition to the foregoing, our opinion is subject to the qualifications and limitations as set out in Schedule "A" to this letter.

II. OPINION

1. Subject to the balance of this opinion, the Trigger GSA creates valid equitable mortgages in favour of ClearFlow in the Trigger Real Properties under the laws of the Province to secure the

payment and performance of the obligations of Trigger to the extent such obligations were secured by the Trigger GSA.

2. ClearFlow, as a secured creditor with an equitable mortgage over the Trigger Real Properties, will likely rank ahead of unsecured creditors in respect thereof, but behind the Construction Liens and/or the Condo Lien, as applicable, to the extent such claims constitute valid and enforceable liens pursuant to the *Construction Act*¹, the *Condominium Act, 1998*² (the “**Condominium Act**”), or other applicable law.

The foregoing opinions are subject to our below comments. Notwithstanding any comments herein, we are not providing any opinion on the relative priority of ClearFlow in relation to other parties that may have a security interest in the Trigger Real Properties, save and except as set out above in respect of Construction Lien and Condo Lien claimants.

REAL PROPERTIES

Paragraph 2 of the Appointment Order appointed GT as Receiver over, *inter alia*, the following real properties (collectively, the “**Real Properties**”):

- a. 652 Colby Drive, Waterloo, Ontario, N2V 1A2 (the “**Colby Property**”), which was registered in the name of Jaimak on June 30, 2020;
- b. 250 Lion’s Court, Waterloo, Ontario, N2L 6M8 (the “**Lion’s Court Property**”), which was registered in the name of J. Gdak on July 2, 2019, solely as a result of conveyance at that time by Mark Gdak (“**M. Gdak**”) to J. Gdak;
- c. 265 Old Post Road, Waterloo, Ontario, N2L 5B8 (the “**Old Post Road Property**”), which was registered in the name of J. Gdak on September 21, 2018;
- d. 43 Baker Road, Port Elgin, Ontario, N0H 2C5 (the “**Baker Property**”), which was registered in the name of J. Gdak on November 4, 2019; and
- e. 157 Saugeen Beach Road, Port Elgin, Ontario, N0H 2C5 (the “**Saugeen Property**”), which was registered in the name of J. Gdak on April 12, 2018.

The Court ordered and declared, pursuant to paragraphs 7 and 8 of the March 31 Order, that (i) Trigger is the owner of the Real Properties with the exception of the Lion’s Court Property (collectively, the “**Trigger Real Properties**”), free and clear of any interests or claims of the other Respondents and (ii) that the Respondents, as applicable, hold the Trigger Real Properties as constructive trustee for the benefit of the creditors of Trigger. Furthermore, pursuant to paragraph 6 of the March 31 Order, the Court authorized and directed the Receiver to market and sell the Trigger Real Properties.

¹ R.S.O. 1990, c. C.30.

² S.O. 1998, c. 19.

The Receiver has sold the Baker Property and the Saugeen Property on December 14, 2020 and June 10, 2021, respectively, free and clear of any interests or claims, which claims have been transferred to the proceeds pursuant to the Approval and Vesting Orders (as defined below), and the Receiver is in possession of the cash proceeds of such sale. The Receiver has also entered into an agreement of purchase and sale dated May 13, 2021 and accepted on May 20, 2021 for the sale of the Colby Property, which transaction is subject to an Approval and Vesting Order dated June 14, 2021 and is expected to close on June 28, 2021. Further, the Receiver has commenced a marketing process for the sale of the Old Post Road Property.

VALIDITY AND ENFORCEABILITY OF THE SECURITY INTERESTS

Pursuant to the Trigger GSA, ClearFlow has a continuing security interest in, *inter alia*, “all of [Trigger’s] Assets and Undertakings”, which include “all of [Trigger’s] present and after acquired personal property and undertakings including without limitation, Inventory, Equipment Deposits and Credit Balances, Investment Property, Life Insurance (all as defined in the [Trigger GSA]), all intangible and intellectual property, and all real and immovable property both freehold and except for the last day of the term of any lease”.

Based on a plain reading of the Trigger GSA, it was intended to create a security interest in all real and immovable property of Trigger, including any proceeds therefrom, to secure the performance of Trigger’s obligations under the Trigger GSA. However, the Trigger GSA does not expressly provide that it applies to future or after-acquired real property of Trigger. While the words “after-acquired” were expressly used to modify “personal property and undertakings”, they were not used in respect of “real and immovable property”. That said, the Trigger GSA does state that ClearFlow’s security interest shall attach to any “Collateral” – the meaning of which includes real property – acquired after the date of the Trigger GSA as soon as Trigger obtains rights in such Collateral and that value has been given.

As a result, it is our view that the Trigger GSA more likely than not applies to both present and after-acquired real property of Trigger, including any proceeds therefrom.

As at the date we reviewed the parcel registers for the Trigger Real Properties³, the Security Interests were not registered on title to any of the Trigger Real Properties.

Unlike personal property security legislation, no real property legislation in Ontario, including the *Land Titles Act*⁴ (the “LTA”), the *Land Registration Reform Act*⁵ and the *Mortgages Act*⁶ requires registration in order to create a valid and enforceable security interest in real property. In other words, there is no requirement to “perfect” a security interest, by registration or otherwise, in real property in Ontario.

Section 72(1) of the LTA expressly recognizes a broad range of unregistered interests (which likely includes security interests) in real property and provides that “*any person entitled to or interested*

³ Please see the table in “Specific Comments on Liens” for the exact date of sub-searches.

⁴ R.S.O. 1990, c. L.5.

⁵ R.S.O. 1990, c. L.4.

⁶ R.S.O. 1990, c. M.40.

in any unregistered estates, rights, interests or equities in registered land may protect same by registering a notice under the section as authorized by the Director of Titles”.

Furthermore, the common law has also long recognized “unregistered” or “equitable” mortgages in real property. An equitable mortgage is a type of mortgage that does not involve a transfer of legal title to the mortgagee, but creates in equity a charge upon the property. Such mortgage may be created by, *inter alia*, an agreement to give a mortgage or to charge property for a debt.

The nature of an equitable mortgage was described in *Re Elias Markets et al*⁷ (“*Elias*”) as “*the concept [that] seeks to enforce a common intention of the mortgagor and mortgagee to secure property for either a past debt or a future advance, where that common intention is unenforceable under the strict demands of the common law*”.⁸

An equitable mortgage may be created by (i) the fact that the interest mortgaged is equitable or future; (ii) when a mortgagor has not executed an instrument sufficient to transfer the legal estate; or (iii) by deposit of title deeds.⁹

In the present case, Trigger is the beneficiary of a constructive trust pursuant to the March 31 Order and is not the registered owner of the Trigger Real Properties. Given the equitable nature of Trigger’s interest in the real properties used to secure ClearFlow’s advances pursuant to the Trigger GSA, it is our view that the Security Interests would likely amount to equitable mortgages over the Trigger Real Properties.

In *Funding Network Inc. v. RSR Enterprises Ltd.*¹⁰, the debtor entered into a general security agreement (the “**RSR GSA**”) with the secured party, which provided that:

“The Undersigned grants to [the creditor] a Security Interest in all the Undersigned’s present and after acquired property ... In this Agreement property shall mean all the Undersigned’s property including, but not limited to, the following:

a. Real Property - all legal and equitable interest; in addition to the remedies set out herein and to the extent such are not in conflict with remedies herein, this agreement hereby incorporates by reference all of the obligations of a Mortgagor and the remedies of a Mortgagee as set out in the Standard Form Mortgage under the Land Titles Act of Alberta.”¹¹

The Alberta Court of Queen’s Bench held that the language of the RSR GSA was sufficient to create an equitable mortgage in real property owned by the debtor and stated that the RSR GSA

⁷ (2006) 274 DLR (4th) 166 (Ont CA).

⁸ *Ibid* at para 65.

⁹ *Ibid* at para 66.

¹⁰ 2005 ABQB 805.

¹¹ *Ibid* at paras 5 and 6.

does not have to have all the elements of a “legal” mortgage pursuant to the *Land Titles Act* (Alberta) in order to be valid:

... the Respondents are of the view that the GSA should have all of the elements of a “legal” mortgage under the Act. That is not the case. The equitable mortgage does not live under those rules ... Whether or not there is a right to foreclose [under the Act] under its equitable mortgage, Fnet also has a valid charge against the land, prior to all other claimants and is entitled to have its claim paid first on the lots in dispute.¹²

Given that the Trigger GSA contains similar language to the RSR GSA, it is in our view sufficient to show the common intention that the Trigger Real Properties were to be included as security for advances made by ClearFlow notwithstanding that ClearFlow had no specific knowledge of the Trigger Real Properties at the time of entering into the Trigger GSA.

Furthermore, in New Zealand – where the *Personal Property Security Act* (“PPSA”) shares many common features with that of Ontario’s¹³ – the Court of Appeal has held that a general security agreement may create a security interest in lands as a matter of contract that is unrelated to the application of the PPSA:

... GSAs have, since the passage of the PPSA, replaced the previous fixed and floating charge debentures companies would execute in favour of major creditors over all their undertakings, including existing and future real and personal property. The PPSA does not apply to land: it provides a conceptually new regime for the creation of security interests over personal property. But, as a matter of contract, a GSA may create security over land. To the extent it does, the terms of the PPSA do not apply.¹⁴

In light of the foregoing distinction between personal property and real property regimes and given the likely presence of common intention to create a security interest in Trigger’s equitable ownership of the Trigger Real Properties, it is more likely than not that the Security Interests are *prima facie* valid and enforceable equitable mortgages over the Trigger Real Properties (the “**Equitable Mortgages**”).

One distinct aspect of the present case is that, unlike the authorities discussed herein, Trigger acquired its interest in the Trigger Real Properties by operation of law through a constructive trust by virtue of the March 31 Order. However, the authorities do not appear to distinguish between different means of acquiring equitable ownership of real property, which indicates that the means of acquiring equitable ownership may not alter the validity and enforceability of an equitable mortgage. As a result, an equitable mortgage of Trigger’s constructive trust ownership is likely

¹² *Ibid* at paras 9 and 15.

¹³ A. Duggan, “The Australian PPSA From A Canadian Perspective: Some Comparative Reflections” (2015) 40:1 *Monash University Law Review*.

¹⁴ *Glover No 2 Limited v Bank of New Zealand*, [2016] NZCA 182 at para 36.

subject to the same principles as more common types of acquiring equitable ownership, such as by way of an express trust.

Another distinct aspect of the present case is that, based on the March 31 Order, it is not clear at what point in time Trigger's equitable interest vested in the Trigger Real Properties. However, it is likely that J. Gdak or Jaimak, as applicable, held the Trigger Real Properties in trust for Trigger as of the date on which legal title to the Trigger Real Properties was acquired by J. Gdak or Jaimak, as applicable, and not as of the date of the March 31 Order. If that is the case, then, with the exception of the Baker Property and the Colby Property (collectively, the "**After-Acquired Trigger Real Properties**"), the Trigger Real Properties were beneficially owned by Trigger at the time the Trigger GSA was entered into.

As a general matter, an equitable mortgage in respect of after-acquired real property is likely valid and enforceable at common law:

[an] agreement need not specifically describe the property if it is otherwise sufficiently ascertained or ascertainable, and the charge created by the agreement may extend to after-acquired lands

An assignment by way of mortgage of property to be acquired in the future ... cannot of course transfer anything immediately, but the mortgagee has more than a mere right to enforce a contract and the assignment operates as security which becomes effective as soon as the property is acquired or the expectancy vests in interest.¹⁵

In *Stewart v. 441921 B.C. Ltd.*¹⁶ ("**Stewart**"), the British Columbia Supreme Court (the "**BCSC**") followed the above passage and held that an agreement that granted a security interest in all of the debtor's "present and after-acquired real property" was valid and enforceable. We also note that, similar to the Trigger GSA, the security agreement in *Stewart* contained a "further assurances" clause which provided that the debtor company shall execute all further documents reasonably required by the lender to give effect to the security agreement. The BCSC interpreted that clause as meaning that the debtor company would, when called upon by the lender, execute a legal mortgage, in registrable form, in favour of the lender.¹⁷ However, in *Royal Bank v. Madill*¹⁸, the Nova Scotia Supreme Court (Appeal Division) held that where a contract attempts to extend the mortgage to all other after-acquired real property, the extension would only be a floating charge since a fixed charge is only possible where the property is specifically and unambiguously described.¹⁹

As a result, while it is not certain how an Ontario court may decide the nature of ClearFlow's security interest in the After-Acquired Trigger Real Properties, it is our view that, on balance of

¹⁵ W.M. Traub, *Falconbridge on Mortgages*, 5th ed (Toronto: Carswell, 2003) at § 5:5 and 5.8.

¹⁶ 10 B.C.L.R. (3d) 390 (BCSC) at paras 30-33.

¹⁷ *Ibid* at para 31.

¹⁸ 120 D.L.R. (3d) 17.

¹⁹ A. La Forest, *Anger & Honsberger Law of Real Property*, 3rd ed (Toronto: Carswell, 2006) at §33:20.40.

probabilities, such interest amounts to a fixed charge in favour of ClearFlow in the After-Acquired Trigger Real Properties.

Unlike a fixed charge, a floating charge does not crystallize prior to a default or some other time stated in the agreement between the debtor and the secured party, at which time such floating charge becomes a fixed charge upon the property.²⁰ As such, in the event ClearFlow's security interest is found to be a floating charge in the After-Acquired Trigger Real Properties, such finding may affect ClearFlow's priority to the extent that any other secured party acquired an unregistered security interest in the After-Acquired Trigger Real Properties prior to Trigger's default under the Trigger GSA. It is our understanding that, except for the Security Interests, there are no unregistered security interests in the Trigger Real Properties at this time.

Effect of Registration

As a general matter, a registered mortgage has priority over an unregistered interest pursuant to Section 93(3) of the LTA, which provides that: “[a] charge, when registered, confers upon the chargee a charge upon the interest of the chargor as appearing in the register subject to the encumbrances and qualifications to which the chargor's interest is subject, but free from any unregistered interest in the land”.

Except in the case of a registered mortgage, however, the LTA does not specifically address the priority of registered interests over unregistered interests. As such, the common law doctrine of actual notice likely governs the priority of unregistered interests vis-à-vis registered interests (other than a charge).²¹ A registered interest likely has priority²² over an unregistered interest unless the registering party had actual notice of the prior unregistered encumbrance.²³

As a result, absent actual notice of the Security Interests, registered encumbrances on title to the Trigger Real Properties generally rank in priority to the Equitable Mortgages. We have made no investigations as to whether any registered encumbrancers had actual notice of the Security Interests and, as such, we express no opinion on the relative priority of the Equitable Mortgages in relation to registered encumbrances on title to the Trigger Real Properties.

Priorities

Personal property security legislation provides that a security interest that is not perfected at the date of receivership is not effective against a person who represents the creditors of the debtor, including an assignee for the benefit of creditors and a trustee in bankruptcy.²⁴ The position is fundamentally different in respect of security interests in real property. Unlike personal property security legislation, the registry systems that govern land do not typically give a receiver or trustee

²⁰ *Ibid.*

²¹ *United Trust Co. v. Dominion Stores Ltd.*, [1977] 2 SCR 915 at 953.

²² Under Section 71(2) of the LTA, registration is deemed notice upon every registered owner of the land and every person deriving title through the registered owner except owners of encumbrances registered prior to the registration. See also: *White v. Lauder Development Ltd.*, [1976] 60 DLR (3d) 419 (Ont CA).

²³ *Bell Canada Inc. v. White Admiral Ltd.*, 2011 ONSC 5857 at para 11.

²⁴ *Personal Property Security Act*, RSO 1990, c P.10, s 11(2)(c), s. 20(1).

in bankruptcy priority over an unregistered interest in land.²⁵ This appears to be the case in Ontario as well where no applicable real property legislation purports to give priority to a receiver or trustee in bankruptcy. Although land registry systems typically give priority to a purchaser for value, a receiver or trustee in bankruptcy does not occupy this status.²⁶ As a consequence, lack of registration of a mortgage or charge on real property does not prevent the secured creditor from asserting the interest and gaining priority over unsecured creditors.

In light of the foregoing, ClearFlow, as a secured creditor with an equitable mortgage over the Trigger Real Properties, has priority over unsecured creditors in respect thereof. It is worth noting that the stay of proceedings pursuant to paragraph 19 of the Appointment Order does not prevent the registration of a security interest following the commencement of the receivership proceedings.

Effect of Sale by the Receiver

As a general principle, a receivership does not affect the priority rankings of secured creditors in relation to other creditors. The priority status of each creditor's claim continues to be governed by the ordinary rules under provincial legislation.²⁷

Upon the appointment of a receiver, the stay of proceedings imposed under the appointment order typically provides that all rights and remedies against the debtor or affecting the debtor's property are stayed except with the consent of the receiver or the leave of the court. The stay therefore prevents the exercise of enforcement remedies by higher-ranking secured creditors or other claimants entitled to priority. While a court may, upon application by a secured creditor, lift the stay in respect of a specific asset and permit the secured creditor to enforce its security over that asset, the court may instead decide that the asset should be sold by the receiver to the benefit of all stakeholders.²⁸

In a court-appointed receivership, the receiver typically obtains a court order authorizing it to sell certain assets, as the Receiver has done in the present case with respect to the Trigger Real Properties. The entitlement to the proceeds of sale will largely be determined by the priority ranking of the secured creditors' respective security interests. In some instances, a receiver may sell the assets despite the fact that they are subject to a senior-ranking claim, and the senior-ranking claimant may then claim priority in respect of the proceeds of sale.²⁹

In a court-appointed receivership, the court will typically approve the distribution of proceeds to those who are entitled to them according to the priority ranking of their respective claims. The court order will also typically provide that the receiver's fees and costs are a first charge on the assets, and have priority over all security interests, trusts, liens or encumbrances. The only funds available

²⁵ *Citifinancial Canada East Corp. v. Hurley (Trustee of)* (2006), 20 CBR (5th) 74 (NBQB).

²⁶ *Re Canadian Engineering & Contracting Co* (1994), 28 CBR (3d) 136 (Ont Ct Gen Div.). See also R.J. Wood, "The Floating Charge on Land in the Western Provinces" (1992) 20 *Canadian Business Law Journal* 132 at 133-36.

²⁷ R.J. Wood, *Bankruptcy and Insolvency Law*, 2nd ed (Toronto: Irwin Law Inc., 2015) ["Wood"], p.535.

²⁸ *Ibid*, p. 532.

²⁹ *Ibid*, p. 535.

for distribution among unsecured creditors will be any surplus value remaining once the secured creditors and other priority claimants have been paid.³⁰

Proceeds of Sale

Pursuant to an approval and vesting order which is typically granted by the court following a sale of assets by the receiver, the court approves of the sale and provides for the vesting of title to the assets in the purchaser free and clear of all security interests, liens and other claims, subject to certain specified exceptions.

The approval and vesting orders dated December 1, 2020, May 18, 2021 and June 14, 2021 (collectively, the “**Approval and Vesting Orders**”) in respect of the Baker Property, the Saugeen Property and the Colby Property, respectively, each provide at paragraph 4 that for the purposes of determining the priority of Claims (as defined therein), the net proceeds from the sale of the applicable property shall stand in the place and stead of that property. The Approval and Vesting Orders provide that from the date the Receiver delivers a Receiver’s Certificate upon the completion of the sale, all Claims shall attach to the net proceeds from the sale of the property with the same priority as they had with respect to the property immediately prior to the sale, as if the property had not been sold. Therefore, for the purposes of determining priorities among the creditors, ClearFlow’s security interest in the Baker Property, the Saugeen Property and the Colby Property is deemed to continue in the proceeds with the same priority as it had with respect to the sold property.

Specific Comments on Liens

Following the review of title to the Trigger Real Properties, we have identified two notable types of registered encumbrances:

1. Construction Liens

As at the date we reviewed the parcel registers for the Trigger Real Properties, there was at least one construction lien and a corresponding certificate of action registered on title to all Trigger Real Properties, except for the Baker Property. The particulars of the construction liens registered on title to the Trigger Real Properties (collectively, the “**Construction Liens**”), together with the Condo Lien (as defined below), including the claimants, the amounts claimed, and the dates of registration are set out below:

Property	Date of Search	Lien Claimant	Construction Lien Date	Quantum	Lien Instrument No.	Certificate of Action Date	Certificate Instrument No.
Baker	November 3, 2020	NIL					

³⁰ *Ibid*, p. 537.

Saugeen	May 11, 2021	Ace Lawn Care Inc. (“ Ace ”)	November 30, 2020	\$425,383	BR162705	February 26, 2021	BR165907
		J.B. Construction Inc. (“ JBC ”)	December 16, 2020	\$51,701	BR163349	February 26, 2021	BR165833
Colby	May 27, 2021	Ace	November 30, 2020	\$9,388	WR1301363	February 26, 2021	WR1321471
		JBC	November 12, 2020	\$90,171	WR1297107	March 4, 2021	WR1322731
Old Post Road	May 11, 2021	Ace	November 30, 2020	\$50,544	WR1301358	February 26, 2021	WR1321474
		Waterloo North Condominium Corporation No. 9	February 22, 2021	\$3,467	WR1319748		

A construction lien is a claim created and governed by the *Construction Act*, and is typically used by subcontractors or suppliers of materials and/or services for construction, repair or alteration of buildings or other structures on land. The *Construction Act* was amended, with modernized provisions coming into force on July 1, 2018.

Where a contract was entered into, or a procurement process was commenced with respect to an improvement prior to July 1, 2018, the provisions of the former legislation, the *Construction Lien Act*, will apply. What constitutes a “contract” to the improvement to the land is currently under debate in the industry, however, arguably, the architect/engineering contracts, environmental contracts, etc. apply.

The *Construction Act* provides a mechanism for the preservation of a claim for lien by way of registration or, alternatively, the expiration of a lien if such registration does not occur within the requisite time period. The *Construction Act* also provides the means of perfecting (i.e. enforcing) preserved claims for lien. If a lien is not preserved or perfected within the requisite time period under the *Construction Act*, then the construction lien rights expire.³¹ If a construction lien is preserved and perfected in accordance with the *Construction Act*, it likely has priority over an unregistered mortgage.³²

Under the new rules, a contractor’s lien must be preserved within 60 days from the earlier of: (a) the date a certificate of substantial performance is published or (b) the date the contract is completed, abandoned or terminated. The lien claimant then has 90 days to perfect its lien after

³¹ D. Bristow et. al, *Construction, Builders’ and Mechanics Liens in Canada*, 8th ed (Toronto: Carswell, 2020) at § 1:4.

³² *Ibid*, § 5:6.

the last day on which the lien could have been registered. If the previous rules apply, the subcontractor has 45 days to preserve its lien and 45 days from the last date the lien could have been preserved to perfect the lien. This has implications for the timeliness of JBC's lien on the Saugeen Property, which is the only Trigger Real Property in respect of which the previous rules may apply.

Section 78(1) of the *Construction Act* provides that “*except as provided in [Section 78], the liens arising from an improvement have priority over all conveyances, mortgages or other agreements affecting the owner's interest in the premises*”. No provision of Section 78 expressly addresses the priority of unregistered mortgages, and as such, construction liens likely have priority over unregistered mortgages pursuant to Section 78(1).

In light of the foregoing, the Construction Liens, if valid and enforceable, have priority over the Equitable Mortgages.

It is worth noting that pursuant to Section 78(6) of the *Construction Act*, a subsequently registered mortgage may have priority³³ over construction liens to the extent of any advance made after the time when the first lien arose, unless:

- a) at the time when the advance was made, there was a preserved or perfected lien against the premises; or
- b) prior to the time when the advance was made, the person making the advance had received written notice of a lien.

While we have reviewed certain documentation provided by Ace and JBC to purportedly support their Construction Liens, at this time, we have not independently verified (i) the nature of materials and/or services provided by the Construction Lien claimants and the invoices in respect thereof, or (ii) whether the Construction Liens were preserved and perfected in accordance with the *Construction Act*. As a result, we express no opinion as to the validity and enforceability of the Construction Liens at this time.

2. Condominium Lien

As at May 11, 2021, a lien was registered on title to the Old Post Road Property under the *Condominium Act* (the “**Condo Lien**”) in favour of Waterloo North Condominium Corporation No. 9 (the “**Condo Corp**”) in the amount of \$3,467.00. The Condo Lien was registered on February 22, 2021.

It is our understanding that the Condo Lien relates to an agreement (the “**Condo Agreement**”) dated October 29, 2020 between J. Gdak and the Condo Corp for the purpose of making certain alterations/improvements to the Old Post Road Property and its appurtenant parts of the common elements.

³³ The lien will still have priority to the extent there is any deficiency in the holdback under Section 78(5) of the *Construction Act*.

The Condo Agreement was entered into pursuant to Section 98 of the *Condominium Act*, which permits owners to make additions, alterations or improvements to the common elements of a condominium upon entering into an agreement with the condominium corporation which meets certain requirements, as more particularly set out in Section 98(1)(b) of the *Condominium Act*.

Section 98(4) of the *Condominium Act* provides that “*the [condominium] corporation may add the costs, charges, interest and expenses resulting from an owner’s failure to comply with an agreement to the common expenses payable for the owner’s unit and may specify a time for payment by the owner.*”

Further, pursuant to Section 85(1) of the *Condominium Act*, “*if an owner defaults in the obligation to contribute to the common expenses payable for the owner’s unit, the [condominium] corporation has a lien against the owner’s unit and its appurtenant common interest for the unpaid amount together with all interest owing and all reasonable legal costs and reasonable expenses incurred by the corporation in connection with the collection or attempted collection of the unpaid amount*”.

Based on the information that we’ve been provided with by the Condo Corp’s counsel, we understand that the Condo Lien relates to a default by J. Gdak under the Condo Agreement in connection with the payment of the costs incurred by the Condo Corp thereunder. Based the foregoing and Sections 98(4) and 85(1) of the Condo Act, the Condo Corp likely has a lien against the Old Post Property resulting from J. Gdak’s default under the Condo Agreement.

Section 86.1 of the *Condominium Act* provides that “*a lien mentioned in subsection 85 (1) has priority over every registered and unregistered encumbrance even though the encumbrance existed before the lien arose but does not have priority over,*

(a) a claim of the Crown other than by way of a mortgage;

(b) a claim for taxes, charges, rates or assessments levied or recoverable under the Municipal Act, 2001, the City of Toronto Act, 2006, the Education Act, the Local Roads Boards Act or the Statute Labour Act; or

(c) a lien or claim that is prescribed.”

Based on a plain reading of Section 86.1, the Condo Lien, if valid and enforceable, has priority over the Equitable Mortgages.

At this time, we have not independently verified whether a default has occurred under the Condo Agreement. As a result, we express no opinion as to the validity and enforceability of the Condo Lien at this time.

III. LIMITATION ON RELIANCE

This letter is furnished solely for the benefit of the addressee and only in connection with GT’s appointment and performance of duties as the Receiver and may not be relied upon by any other person or used for any other purpose, nor may it be disclosed to any other person or quoted in whole or in part or otherwise referred to, without our prior written consent. Our opinions are given as of the date of this opinion letter; among other things, our opinions do not take into account any

circumstance (including changes in law or facts or the conduct of any of the parties to the Trigger GSA) that may occur after that date. We expressly disclaim any obligation or undertaking to advise any persons to whom this opinion is or any other persons entitled to rely on this opinion letter, of any matters or any change in matters (including, without limitation, any facts or circumstances or any subsequently enacted, published or reported laws, regulations or judicial decisions having retroactive effect) which may come to our attention after the date of this opinion letter and which may affect any of our opinions.

We would be pleased to discuss with you in more detail any of the matters referred to in this letter.

Yours truly,

BORDEN LADNER GERVAIS LLP

BORDEN LADNER GERVAIS LLP

122502420:v7

SCHEDULE A

QUALIFICATIONS

1. The scope of our due diligence was limited to the searches and review of registered encumbrances specifically set out in this letter. Other than the sub-search of title as noted above, we have not conducted any title or off-title searches or examined any site plan, survey or other physical evidence of improvements and real property boundaries. We have made no enquiries with respect to the Trigger Real Properties with respect to any laws, by-laws, regulations or requirements of any federal, provincial, municipal or other authority and in particular, but without limitation, we have made no enquiries with respect to any zoning, building, planning, environmental, health, fire, hydro, gas, water, conservation authority, or other requirements nor enquired as to the existence of any work orders, notice of compliance or other similar regulatory requirements.
2. We have made no investigations of the title to the lands abutting the Trigger Real Properties to confirm compliance with Section 50 of the *Planning Act* (Ontario).
3. No opinion is given as to the beneficial title of the Trigger Real Properties and we have relied solely upon the March 31 Order in that respect. Accordingly, no opinion is given as to the effectiveness of the Trigger Real Properties as security, where effectiveness depends on beneficial title of the property.
4. We express no opinion as to the validity and enforceability of the Construction Liens and the Condo Lien under any applicable laws, including, without limitation, the *Construction Act* and the *Condominium Act*.
5. All opinions which expressly or by necessity relate to the enforceability of the Trigger GSA (which, as used in this Schedule and as the context may require, includes validity, legality and binding effect) are subject to:
 - a. applicable bankruptcy, insolvency, winding up, arrangement, liquidation, fraudulent preference and conveyance, reorganization, moratorium and realization laws and other similar laws (including, without limitation and notwithstanding any specific references herein, provisions of the PPSA (Ontario) at the time affecting the rights and remedies of creditors generally;
 - b. equitable limitations on, and defences against, the availability of remedies and equitable principles of application to particular proceedings at law or in equity and no opinion is expressed regarding the availability of any equitable remedy (including those of specific performance and injunction), which remedies are only available in the discretion of a court of competent jurisdiction;
 - c. the power of a court to grant relief from forfeiture;
 - d. applicable laws regarding limitations of action;
 - e. a court's powers to stay proceedings and execution of judgments;

- f. a court's discretion to decline to hear any action or give effect to an obligation if to do so would be contrary to public policy or if it is not the proper forum to hear such action;
- g. limitations which may be imposed by law or equity on the effectiveness of terms exculpating a party from a liability or limiting the liability of a party;
- h. limitations upon the right of a creditor to receive immediate payment of amounts stated to be or which may become payable on demand;
- i. limitations upon the right of a party to enforce a provision based upon a minor or non-substantive default;
- j. implied obligations requiring good faith, fair-dealing and reasonableness in performance and enforcement of a contract; and
- k. the following limitations:
 - (i) provisions which purport to establish evidentiary standards, such as provisions stating that certain calculations or certificates will be conclusive and binding, may not be enforceable or may be limited in application;
 - (ii) the *Courts of Justice Act* (Ontario) limits interest on a judgment debt arising under the judgment of an Ontario court to rates prescribed by regulation from time to time;
 - (iii) rights of indemnity may be limited by applicable law;
 - (iv) determinations or demands made in exercise of a discretion may be unenforceable if made in an unreasonable or arbitrary fashion;
 - (v) provisions providing for recovery of fees and expenses may be restricted by a court to a reasonable amount and counsel fees are subject to taxation;
 - (i) no opinion is expressed as to the enforceability of any provision which purports to provide for a higher rate of interest after default than before;
 - (ii) the validity and enforceability of provisions inserted in any agreement or instrument that purport to sever from the agreement or instrument any provision that is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of the agreement or instrument would be determined only in the discretion of the court;
 - (iii) no opinion is expressed as to the enforceability of any provision which purports to waive the benefit or protection of any doctrine, principle or statutory protection viewed by the court as being based on public policy;
 - (iv) no opinion is expressed as to the enforceability of any provision purporting to exclude unwritten variations, amendments, waivers or consents;

- (v) no opinion is expressed as to the enforceability of any power of attorney or non-judicial remedies provided for in the Trigger GSA;
 - (vi) no opinion is expressed as to any licences, permits or approvals that may be required in connection with the enforcement or performance of the Trigger GSA, whether such enforcement involves the operation of the business of Trigger or a sale, transfer or disposition of any of its property or assets;
 - (vii) no opinion is expressed as to the enforceability of any provision of the Trigger GSA which purports to constitute a receiver or receiver and manager thereunder as agent of Trigger or absolve a receiver or receiver and manager of responsibility for its acts;
 - (viii) no opinion is expressed as to the enforcement of any security interest or hypothec in federal Crown debts to which the *Financial Administration Act* (Canada) applies;
 - (ix) remedies exercisable upon default of the Trigger GSA must be exercised in good faith and in a commercially reasonable manner;
 - (x) no opinion is expressed as to the enforceability of sections of the Trigger GSA which may be characterized by a court as an unenforceable penalty and not as a genuine pre-estimate of damages; and
 - (xi) no opinion is expressed as to the enforceability of any provision of the Trigger GSA which require any party to pay, or to indemnify ClearFlow for, the costs and expenses of ClearFlow in connection with judicial proceedings, since those provisions may derogate from a court's discretion in respect of costs of and incidental to an proceeding, or may be inconsistent with the court's determination as to by whom and to what extent those costs should be paid.
6. We express no opinion as to whether any security interest given under the Trigger GSA constitutes a fraudulent preference pursuant to the provisions of the *Bankruptcy and Insolvency Act* (Canada).
 7. A judgment of a court in Canada may be awarded only in Canadian currency.
 8. All previous corporate registered owners of the Trigger Real Properties, or any part thereof, were subsisting incorporated corporations during their respective period of ownership.
 9. We have not sought confirmation of the status of any document or agreement relating to the Real Properties.
 10. We have not confirmed compliance with any registered agreements or instruments nor have we examined the terms of any prior charge to determine whether the granting of a security interest in Trigger Real Properties is permitted, or requires consent or notice or both.
 11. Notwithstanding any specific references herein, we have made no investigation of the laws of any jurisdiction other than, and our advice is confined to, the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

Our opinions are further subject to the following limitations, qualifications and reservations with respect to the Real Properties:

1. The reservations, limitations, exceptions, provisos and conditions expressed in the original patent or grant from the Crown, as the same may be varied by statute;
2. Any matters which might be revealed by (a) a review of an up-to-date survey of the Real Properties; or (b) an inspection and/or site investigation of the Trigger Real Properties;
3. Any liens for unpaid public utility charges;
4. Any taxes, rates, assessments or governmental or other charges, and any liens for taxes, rates, assessments or governmental or other charges, which may in future be due and payable or added to the tax rolls with respect to the Trigger Real Properties;
5. The priority of any liens or charges under the *Construction Act* not yet filed or registered, for which the registration period has not yet expired or whether written notice has not been given in accordance with applicable law or which relate to obligations not yet due and payable; and the rights of any persons having unperfected liens under the *Construction Act* to the extent of any deficiency in holdbacks required to be retained by the owner of the Trigger Real Properties under that act;
6. Unregistered instruments, liens, charges, adverse claims, statutory claims, levies, rights-of-way, watercourses, easements, security interests or other encumbrances of any nature whatsoever now or hereafter claimed under or pursuant to any applicable legislation, statute or regulation by any governmental department, agency or authority or any other entity having powers vested in it by statute and any unregistered interest in the Trigger Real Properties of which you have actual notice;
7. Any rights of expropriation, access or user or any other rights conferred, reserved or vested by, under, or in any statutes of Canada or the Province of Ontario;
8. All applicable governmental, municipal and provincial restrictions, orders, laws, by-laws and regulations including, without limitation, land use control, zoning and building by-laws and official plans;
9. Any native land claims which may affect the Trigger Real Properties;
10. The exceptions and qualifications under Section 44(1) of the LTA contained in paragraphs 11 and 14 therein; and
11. The rights of any person that would, but for the LTA, be entitled to the Trigger Real Properties or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention, if so stated on the parcel register for the Real Properties.

Appendix 22

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

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

AFFIDAVIT OF JACOB WIEBE

I, **JACOB WIEBE**, of the Town of Uxbridge, in the Province of Ontario, **MAKE OATH AND SAY** that:

1. I am Senior Vice-President of Grant Thornton Limited, ("**GTL**") which was appointed as Interim Receiver and Receiver of the Respondents in these proceedings. As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe such to be true.
2. Attached and marked as Exhibit "**A**" to this my affidavit is a true copy of the detailed billing setting out the fees and disbursements of GTL in its capacity as Receiver from May 1, 2021 to July 31, 2021, totalling \$130,481.73, including Disbursements of \$2,326.76 and HST in the amount of \$15,011.17 and such is summarized on Exhibit "**B**" to this my affidavit.
3. Given the complexity of this insolvency matter, I believe the hourly rates and the total amount of fees are reasonable and comparable for insolvency services of this nature rendered by other firms in the City of Toronto.

4. The hours spent on this matter and disbursements incurred by GTL are outlined in detail in Exhibits “**A**” and “**B**” and I believe were reasonable and appropriate in the circumstances.
5. This affidavit is sworn in connection with the approval of the fees and disbursements of GTL and for no improper purpose.

Commissioner for Taking Affidavits, etc.

~~JACOB WIEBE~~

Exhibit "A" to the Affidavit of Jacob Wiebe, sworn
before me this 12 day of August 2021

A handwritten signature in blue ink, appearing to read "Adriana Pysine", written over a horizontal line.

Commissioner for Taking Affidavits, etc.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

BILL OF COSTS

BN 12738 4717 RT0001
Client # 294801
Invoice #LS0N-7498

To professional services rendered as Receiver and Manager for the period from May 1, 2021 to June 30, 2021.

Date	Full Name	Time	Detail
May 2, 2021	Jake Wiebe	0.70	Call with counsel.
May 3, 2021	Jason Kanji	2.80	Prepare and draft third report of the Receiver; Correspond with real estate agent re: marketing materials; Call with CRA re: HST audit
May 3, 2021	Rosa Wilford	0.80	On-line banking; Review estate bank account/print screens; Post EFT entries; and reconcile April statement; reconcile April GIC term deposits; Print Summary of Estate Balance Report; Print and attach copies of investments; Match to reconciliation and initial report; Provide to authorized officer for review and signing.
May 4, 2021	Valerie Naccarato	0.10	File administration.
May 4, 2021	Jake Wiebe	2.80	Call with Clearflow; Call with counsel; Emails to interested purchasers of personal property assets.

Date	Full Name	Time	Detail
May 4, 2021	Jason Kanji	6.30	Draft and finalize third report to receiver with applicable appendices; Correspond with agents re: listing matters, closing of transaction, environmental reports; General receivership proceeding matters; Internal discussion re: property sales, audit matters and banking matters
May 4, 2021	Rania Erian	0.90	Administration matters.
May 5, 2021	Jason Kanji	3.10	Prepare and draft Bill of Sale for personal asset sale; Prepare and draft notice of disallowance for Mark G'Dak re: 157 Saugeen items; Call with counsel on AVO and Notice of Disallowance; Internal calls re: same; Correspond with agents re: Old Post Road property
May 5, 2021	Jake Wiebe	6.80	Calls with counsel re: draft AVO, review same and provide comments; Calls with counsel re: Gdak Property Claim; Prepare and issue disallowance; Review draft Third Report of Receiver.
May 5, 2021	Rania Erian	0.90	Prepare affidavit of fees.
May 5, 2021	Rosa Wilford	0.20	Assist client with payment on account; Various phone calls/emails re same.
May 6, 2021	Jake Wiebe	4.20	Discussions with counsel and counsel for M. Gdak re: property proof of claim; Review counsel comments on Receiver's Third Report.
May 6, 2021	Jason Kanji	3.80	Correspond with Colliers re: new listing agreement with price amendment re: 652 Colby; Call with interested party to review APS terms and adjustments; Coordinate roof repairs at 652 Colby; Read and finalize draft Pinchin Groundwater report
May 6, 2021	Rosa Wilford	1.00	Review internal email instructions from team re Banking; Review payment requests; Review account ledger; Prepare disbursement requisition form; Prepare Bank letter re wire; Setup accrual payments; On-line banking; Review and print screens for expecting incoming wire; Notify team; Prepare receipt requisition form for signing; Post deposit and print slip/stamp date; Review account ledger; Prepare HST return for review and approval by team; Notify team; General banking administration.
May 6, 2021	Jesse Cooper	0.20	Organize bills on the server; Attempt to call Guardian Security.
May 7, 2021	Valerie Naccarato	0.20	File administration.
May 7, 2021	Jason Kanji	0.50	Coordinate 157 Saugeen site visit

Date	Full Name	Time	Detail
May 7, 2021	Rosa Wilford	0.50	Correspondences to and from Bank for authorization of wire transfer/confirmation; Fax; Emails; Post disbursement and payment entries; Print and attach transaction report; Provide team with wire confirmation.
May 7, 2021	Jake Wiebe	5.20	Complete fee affidavit for Third Report; Calls with counsel re: Third Report; Review email from M. Gdak counsel re: property claim; email to Saugeen Beach realtor re: same.
May 10, 2021	Jake Wiebe	6.90	Calls with M. Gdak and counsel re: retrieval of personal items from Saugeen Beach Road; Instructions to team; Review withdrawal of Property Proof of Claim; Authorize release of items; Finalize Report.
May 10, 2021	Jason Kanji	1.00	Correspond with agents re: 652 Colby sale process; Review lien and utility matters of 652 Colby
May 10, 2021	Rosa Wilford	1.00	Review internal email instructions from team re Banking; Review payment requests; Notify authorized signing officer for approvals; Provide supporting documentations; Prepare disbursement requisition forms; Set-up accrual payments; Prepare Bank letter; Post payment entries; Issue cheque; Respond to phone call; Correspondences with banking institution on providing further statement copies; Emails; General banking administration.
May 10, 2021	Valerie Naccarato	0.20	General file administration.
May 10, 2021	Valerie Naccarato	0.10	File administration.
May 10, 2021	William Benwood	9.80	Attend Saugeen Beach property to supervise the retrieval of personal items.
May 11, 2021	Rosa Wilford	0.50	Review internal email instructions from team re HST; Prepare and net-file monthly HST return; Update excel schedule; Process for payment at banking institution; Notify team; General banking and filing administration.
May 11, 2021	Rania Erian	0.20	Website maintenance,
May 11, 2021	Jesse Cooper	0.80	Prepare a payment schedule for outstanding bills; Call with All Fabrication Machinery.
May 11, 2021	Jake Wiebe	4.10	Discussions with S. Boldt re: sale of Scarab, ATVs and SeaDoos; Complete Bill of Sale re: same.
May 12, 2021	Jesse Cooper	0.10	Finalize payment schedule and arrange for payment of bills.

Date	Full Name	Time	Detail
May 12, 2021	Jason Kanji	1.30	Review matters with agents re: 652 Colby; Review tax matters; General banking matters
May 12, 2021	Rosa Wilford	1.70	Review internal email instructions from team re Banking; Review account ledger; Review various payment requests; Prepare multiple disbursement requisition forms/match to payment schedule; Notify signing officer for review and approval; Post invoice entries; Issue multiple cheques; On-line banking; Review and print screens for expecting incoming wire; Notify team; Prepare receipt and disbursement requisition forms for signing; Post deposit/invoice eft entries, print slip and stamp date for signing; Emails; General banking administration.
May 13, 2021	Rosa Wilford	0.10	General banking and file administration.
May 14, 2021	Jason Kanji	1.20	Review of offers re: 652 Colby calls with agents re: offers
May 14, 2021	Valerie Naccarato	0.30	File administration.
May 14, 2021	Jake Wiebe	1.30	Review offers; Calls with team and realtor to discuss same; Provide update to Clearflow.
May 15, 2021	Jason Kanji	0.50	Calls with agents re: offers
May 17, 2021	Jake Wiebe	1.10	Arrange for delivery of ATVs, SeaDoos and Scarab to purchaser.
May 17, 2021	Ada Shahini	0.30	General file administration: Reviewed WEPP statement with employee details missing and reviewed WEPP workbook if any additional details are available for the employees; Followed up via email; Uploaded details on server.
May 17, 2021	Jesse Cooper	0.30	Call RE Capri Insurance; Voicemail for Capri Insurance.
May 17, 2021	Valerie Naccarato	0.20	File administration.
May 17, 2021	Jason Kanji	2.30	Review of APS re: 652 Colby; Amend red-line; Calls with counsel re: 652 APS; Correspond with agent re: sale status
May 18, 2021	Jason Kanji	2.20	Prepare draft report to Court; Review exchange of 652 Colby APS; Internal call re: Insurance
May 18, 2021	William Benwood	6.70	Attend Saugeen Road property to meet with purchaser of certain assets.
May 18, 2021	Valerie Naccarato	0.20	File administration.
May 18, 2021	Jake Wiebe	0.50	Prepare for and attend court for AVO on Saugeen Beach Road.

Date	Full Name	Time	Detail
May 19, 2021	Valerie Naccarato	0.40	Deposit at Bank.
May 19, 2021	Jason Kanji	5.30	Draft Fourth Report to Court; General proceedings matters; Correspond with counsel on 652 Colby
May 19, 2021	Rania Erian	0.10	Website maintenance.
May 19, 2021	Jesse Cooper	0.20	Voicemails left with multiple members of the Capri Insurance team.
May 20, 2021	Jason Kanji	0.50	Call with security re: Saugeen beach road; Internal calls re: updated on proceedings
May 20, 2021	Jake Wiebe	1.30	Calls with counsel re: report to court on Colby Drive, security opinion and NOM; Coordinate delivery of SeaDoos to purchaser.
May 25, 2021	Valerie Naccarato	0.10	Review mail/couriers; Notify team.
May 25, 2021	Rosa Wilford	0.30	Review internal email instructions from team re Banking; Review payment requests; Prepare disbursement requisition form; Set-up accrual payments; Prepare Bank letter; Email; General banking administration.
May 25, 2021	Jesse Cooper	0.30	Review alarm bills on the server to look for a specific invoice.
May 25, 2021	Jason Kanji	1.20	Internal call on update of proceeds; Discuss security opinion and distributions; Call with Colby drive security company re: fire alarm
May 26, 2021	Jesse Cooper	1.00	Provide photos and details RE the kids ATV; Generate a general ledger report in QuickBooks from June 1, 2017 to June 30, 2020; Review QuickBooks for any supporting documents for the kids ATV; Emails RE ATV, GL, and AR collection.
May 26, 2021	Jason Kanji	0.80	Gather information for ATV sale; Correspond with Agent re: sale agreement and court date
May 26, 2021	Jake Wiebe	1.70	Call with counsel re: sale of Colby Drive, response to Cohen Highley re: Jaimee Gdak's emails, distribution to Clearflow; Email with realtor re: Saugeen Beach sale.
May 27, 2021	Jason Kanji	1.10	Review materials re: personal property and townhouse sale; Internal discussion re: same; General banking matters
May 27, 2021	Jake Wiebe	1.20	Review reasons for decision of Jaimee Gdak guarantee liability; Email and call with counsel re: same; Email to Jaimee counsel re: surrender of Range Rover on Monday.

Date	Full Name	Time	Detail
May 28, 2021	Rosa Wilford	0.50	Correspondences to and from Bank for authorization of wire transfer/confirmation; Fax; Emails; Post disbursement and payment entries; Print and attach transaction report; Provide team with wire confirmation.
May 28, 2021	Valerie Naccarato	0.10	Administration matters; Review mail; Notify team; File administration.
May 31, 2021	Rania Erian	0.10	Website maintenance.
May 31, 2021	Rosa Wilford	2.00	Review internal email instructions from team re Banking; Review account ledger; Review various payment requests; Prepare multiple disbursement requisition forms/match to payment schedule; Notify signing officer for review and approval; Post invoice entries; Issue multiple cheques; Review EnCade On-line banking; Review and print screens for outgoing payments; Prepare and post entries; Notify team; Emails; General banking administration.
May 31, 2021	Jake Wiebe	1.30	Calls with M. Gdak and Waterloo Land Rover re: return and appraisal of Range Rover; Emails to M. Gdak and counsel re: same.
May 31, 2021	Jason Kanji	5.20	Draft Trigger Report; Review Land Rover information and other personal property matters; Review security opinions
May 31, 2021	Jesse Cooper	0.80	Organize bills on the server; Prepare payment schedule for May invoices; Arrange for payment of bills.
June 1, 2021	Rosa Wilford	0.80	Review internal email instructions from team re Banking; Review payment requests; Prepare disbursement requisition form; Post invoice entries; Issue cheque; Review account ledger; Prepare HST return for review and approval by team with supporting documentation; Notify team; Emails; General banking administration.
June 1, 2021	Jesse Cooper	0.20	Organize bills on the server; Update the payment schedule; Arrange for payment.
June 1, 2021	Jake Wiebe	0.50	Updated call with Clearflow.
June 1, 2021	Jason Kanji	1.30	Draft and finalize report to court
June 1, 2021	Rania Erian	0.10	Website maintenance.
June 2, 2021	Jake Wiebe	4.90	Drafting Fourth Report to Court; Email correspondence with counsel re: closing of Saugeen Beach Road.

Date	Full Name	Time	Detail
June 2, 2021	Rosa Wilford	0.30	Review internal email instructions from team re Banking; Review payment requests; Notify authorized signing officer for approval; Provide supporting documentation; Email; Prepare disbursement requisition form; Post invoice entries; Issue cheque; General banking administration.
June 2, 2021	Jesse Cooper	0.10	Organize bills.
June 3, 2021	Valerie Naccarato	0.50	Mail trailer license plate and drop off at Canada Post.
June 3, 2021	Rania Erian	0.10	Website maintenance.
June 4, 2021	Valerie Naccarato	0.20	File administration.
June 4, 2021	Jake Wiebe	6.20	Finalize Fourth Report to Court with appendices.
June 7, 2021	Jason Kanji	1.40	Draft realization analysis for secured creditors; Follow up on insurance matters; Correspond with security re: 652 Colby alarms
June 8, 2021	Jason Kanji	1.20	Draft terms of sale for 265 Old Post Road; Correspond internally and with counsel re: Same; Correspond with CRA re: HST Audit
June 9, 2021	Jake Wiebe	3.30	Review Saugeen Beach closing documents and sign same; Call with Clearflow; Calls with counsel re: appeal of guarantee judgment.
June 9, 2021	Jason Kanji	1.00	General receivership matters; Correspond with counsel and team re: Old Post Road listing
June 9, 2021	Rosa Wilford	1.00	On-line banking; Review estate bank accounts/print screens re Trigger/EnCadre; Post EFT entries; and reconcile May statements; reconcile May GIC term deposits; Print Summary of Estate Balance Report; Print and attach copies of investments; Match to reconciliation and initial report; Provide to authorized officer for review and signing.
June 9, 2021	Valerie Naccarato	0.10	File administration.
June 9, 2021	Jesse Cooper	0.40	Call with former customer RE firearm returned for service; Review inventory in service area document; Call again with former customer RE missing firearm.
June 10, 2021	Rosa Wilford	0.60	Review internal email instructions from team re Banking; Review payment requests; Prepare disbursement requisition forms; Set-up accrual payments; Prepare Bank letters; Emails; General banking administration.
June 10, 2021	Jake Wiebe	2.20	Prepare summary of realization for Clearflow.

Date	Full Name	Time	Detail
June 11, 2021	Jesse Cooper	0.60	Call to arrange for cancellation of security checks at 157 Saugeen Beach Road; Prepare draft of utility termination letters for services at 157 Saugeen Beach Road.
June 11, 2021	Rosa Wilford	1.00	Correspondences to and from Bank/Team for authorization of wire transfer/confirmation; Fax; Emails; Post disbursement and payment entries; Print and attach transaction report; Provide team with wire confirmation. Review internal email instructions from team re Banking; On-line banking; Review and print screens for expecting incoming wires; Notify team; Prepare receipt requisition form for signing; Post deposits/banking charges and print deposit slips/direct debit report/stamp date; Provide to Trustee for review and signing.
June 14, 2021	Jason Kanji	2.80	Review insurance cancellation matters; Cancel services for Saugeen Beach Road; Correspond with REM re: Domain expiration; Review and provide comments on APS for Old Post Road
June 14, 2021	Jesse Cooper	0.80	Call with customer RE returned firearm; Call with D Kelly to help locate the firearm; Finalize utility termination letter to be sent out to service providers for 157 Saugeen Beach Road; Send termination letters out.
June 14, 2021	Rosa Wilford	1.00	Review internal email instructions from team re Banking; Review payment requests; Review account ledger; Notify authorized signing officer for approval; Prepare disbursement requisition form; Post invoice entries; Issue cheque; Email; Review internal email instructions from team re Banking; On-line banking; Review and print screens for expecting incoming wires; Notify team; Prepare receipt requisition forms for signing; Post deposits/banking charges and print deposit slips/direct debit report/stamp date; Provide to Trustee for review and signing.
June 14, 2021	Jake Wiebe	0.80	Prepare for an attend court for sale of Saugeen Beach Road; Call with counsel.
June 15, 2021	Rosa Wilford	1.00	Review internal email instructions from team re Banking; Review payment requests; Setup deemed trust claim; Prepare disbursement requisition forms; Set-up accrual payments; Prepare Bank letter; Post invoice entries; Issue cheques; Emails; General banking administration.
June 15, 2021	Jesse Cooper	0.20	Run estate trial balance report in Ascend.
June 15, 2021	Valerie Naccarato	0.20	Scan disbursement to server and file original.
June 15, 2021	Rania Erian	0.10	Website maintenance.

Date	Full Name	Time	Detail
June 15, 2021	Jason Kanji	0.80	Update secured creditor on proceedings and Statement of Receipts and Disbursements
June 16, 2021	Jason Kanji	2.70	Review Trigger Tax matters and historical payments; Call with CRA re: \$Nil filings; Correspond with insurance company re: 652 Colby; Correspond with Counsel re: Old Post Road
June 16, 2021	Jesse Cooper	0.30	Review and completion of insurance vacancy form.
June 16, 2021	Rosa Wilford	2.00	Review internal email instructions from team re Banking; Prepare receipt requisition forms for signing; Prepare cash slips for signing; Post deposits, print deposit slips and stamp date; Provide to Trustee for review and signing. Review various internal email instructions from team re Banking; Review invoices paid and revise HST RT2 return; Notify authorized signing officer for approval to net-file; Provide supporting documentation; Prepare monthly HST RT1 returns for the periods from January 1, 2020, to October 31, 2020; Respond to emails. Review mail/courier; Notify team with supporting documentation for review and direction; Scan; Email.
June 16, 2021	Valerie Naccarato	0.40	Deposit at bank.
June 16, 2021	Jake Wiebe	2.90	Call with Clearflow; Call with counsel; Arrange sale of Gio ATV.
June 17, 2021	Rosa Wilford	1.00	Correspondences to and from Bank for authorization of wire transfers/confirmations; Faxes; Emails; Post disbursement and payment entries; Print and attach transaction reports; Provide team with wire confirmations.
June 17, 2021	Jake Wiebe	1.00	Call with Clearflow and counsel.
June 17, 2021	Jason Kanji	0.80	Coordinate pickup of assets at 652 Colby
June 18, 2021	Valerie Naccarato	0.30	Scan disbursements and receipts to server and file originals.
June 21, 2021	Jesse Cooper	0.50	Calls RE kids ATV.
June 21, 2021	Rosa Wilford	0.20	Review mail/courier; Notify team with supporting documentation for review and direction; Scan; Email.
June 21, 2021	Jake Wiebe	0.30	Call with ATV purchaser.
June 21, 2021	Jason Kanji	1.80	Review APS with counsel for sale of Old Post Road; Correspond with Agent re: agreement and terms; Review HST Returns and file with the CRA
June 22, 2021	Valerie Naccarato	0.10	Administration matters; Review mail; Notify team.

Date	Full Name	Time	Detail
June 23, 2021	Rosa Wilford	0.60	On-line banking; Review outstanding cheques to clear; Notify team with supporting documentation for review and direction; Correspondences to and from team; Net-file HST return for May 2021; Emails.
June 23, 2021	Jesse Cooper	0.50	Organize outstanding bills on the server; Arrange for pick-up of Pitney Bowes mailing equipment.
June 23, 2021	Jake Wiebe	4.20	Calls with Realtor re: closing of Colby Drive; Review BLG security opinion.
June 28, 2021	Jason Kanji	1.20	Correspond with Agent re: Old Post Road sale; Correspond with Manheim re: Auction of vehicles
June 28, 2021	Jesse Cooper	0.80	Organize bills on the server; Prepare payment schedule for June bills.
June 28, 2021	Jake Wiebe	0.60	Review and sign closing documents on Colby Drive.
June 29, 2021	Rania Erian	0.10	Website maintenance.
June 29, 2021	Rosa Wilford	1.20	Review internal email instructions from team re Banking; Review payment request; Review account ledger; Notify team for direction-approval; Emails; Prepare outgoing wire disbursement requisition form; Prepare Bank letter for signing; Setup accrual payment; Review internal email instructions from team re Banking; On-line banking; Review and print screens for incoming wires; Notify team; Prepare receipt requisition form; Post deposit and EFT entries; Respond to email with support; Respond to phone call from CRA; Review account ledger; Review HST net-filed; Notify team for review and direction with supporting documentation and reports; Email.
June 29, 2021	Jesse Cooper	1.20	Review invoices received; Prepare listing of service providers at 652 Colby Drive; Draft utility termination letters; Correspondence RE GMC flatbed key.
June 29, 2021	Jason Kanji	1.00	Coordinate vehicle sales
June 30, 2021	Jason Kanji	1.00	Coordinate closing of 652 Colby; Review offer on Old Post Road, correspond with agent and counsel on same
June 30, 2021	Jesse Cooper	0.20	Emails RE Pitney Bowes machine; Emails RE GMC Flat Bed key.
June 30, 2021	Valerie Naccarato	0.20	Scan disbursement and receipt to server and file originals.

Date	Full Name	Time	Detail
June 30, 2021	Rosa Wilford	2.50	Review internal email instructions from team re Banking; On-line banking; Review and print screens for incoming wire; Notify team; Prepare receipt requisition form; Post deposit and EFT entries; Review payment requests; Review account ledger; Prepare various disbursement requisition forms; Match to payment schedule; Notify authorized signing officer for approvals; Post multiple invoice entries; Issue various cheques; Respond to emails. Correspondences to and from Bank for authorization of wire transfer/confirmation; Fax; Emails; Post disbursement and payment entries; Print and attach transaction report; Provide team with wire confirmation.
June 30, 2021	Jake Wiebe	4.60	Negotiating sale of Old Post Road.

Time Charges and Expenses:

J. Wiebe, Sr. Vice President	70.60 hours @ \$640.00 per hour	\$ 45,184.00
J. Kanji, Manager	56.10 hours @ \$320.00 per hour	\$ 17,952.00
R. Wilford, Manager	21.80 hours @ \$280.00 per hour	\$ 6,104.00
A. Shahini, Sr. Associate	0.30 hours @ \$180.00 per hour	\$ 54.00
W. Benwood, Sr. Associate	16.50 hours @ \$175.00 per hour	\$ 2,887.50
J. Cooper, Sr. Associate	9.50 hours @ \$175.00 per hour	\$ 1,662.50
V. Naccarato, Analyst	3.90 hours @ \$150.00 per hour	\$ 585.00
R. Erian, Analyst	2.60 hours @ \$150.00 per hour	\$ 390.00
	<u>181.30</u>	<u>\$ 74,819.00</u>
5% Technology and Administration		\$ 3,740.95
		<u>\$ 78,559.95</u>
Disbursements		
Replacement ownerships for personal property assets		\$ 122.12
Courier		\$ 64.57
Travel		\$ 547.11
Winter storage for SeaDoos		\$ 1,578.89
		<u>\$ 2,312.69</u>
Subtotal time and disbursements		\$ 80,872.64
HST		\$ 10,513.44
Total Invoice Due		<u>\$ 91,386.08</u>

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

BILL OF COSTS

BN 12738 4717 RT0001
Client # 294801
Invoice #LSO-7552

To professional services rendered as Receiver and Manager for the period from July 1, 2021 to July 31, 2021.

Date	Full Name	Time	Detail
July 2, 2021	Rosa Wilford	0.30	Respond to voicemail from client; Assist with wire transfer; Provide direction and communication with Bank and client.
July 5, 2021	Jason Kanji	1.00	General proceeding updates; Coordinate assets sale
July 6, 2021	Jason Kanji	0.50	Correspond with agent re: Old Post Road and Auctioneer re: assets sale.
July 6, 2021	Jake Wiebe	1.80	Review emails from counsel and Gdka counsel; Drafting report to court.
July 8, 2021	Jake Wiebe	3.40	Call with counsel; Review draft NOM; Drafting report to court.
July 9, 2021	Jake Wiebe	2.90	Drafting report to court.

Date	Full Name	Time	Detail
July 12, 2021	Jason Kanji	2.30	Draft statutory reports; Correspond with agents and auctioneers re: asset sales; General banking matters
July 12, 2021	Jake Wiebe	4.90	Preparing payment of Gdak living expenses; reviewing draft NOM and Orders; Email with Clearflow re: payments to JB Construction and Ace Lawncare; Drafting report to court.
July 12, 2021	Rosa Wilford	0.30	Review internal email instructions from team re Banking; Review payment request; Review account ledger; Prepare outgoing wire disbursement requisition form; Prepare Bank letter for signing; Setup accrual payment.
July 13, 2021	Jake Wiebe	0.30	Calls with counsel.
July 13, 2021	Valerie Naccarato	0.10	Administration matters; Review mail; Notify team.
July 13, 2021	Rania Erian	1.10	Administration matters.
July 14, 2021	Rosa Wilford	0.40	Review internal email instructions from team re Banking; Review HST letter; Correspondence via fax to CRA with supporting documentation per instructions provided by team.
July 14, 2021	Jake Wiebe	1.10	Calls with counsel.
July 15, 2021	Rosa Wilford	0.50	Correspondences to and from Bank for authorization of wire transfer/confirmation; Fax; Emails; Post disbursement and payment entries; Print and attach transaction report; Provide team with wire confirmation.
July 15, 2021	Jake Wiebe	5.30	Call with counsel re: liens; Call with Clearflow; Drafting report to court.
July 16, 2021	Valerie Naccarato	0.30	Copy cheques, prepare envelopes, scan disbursements to server and file originals.
July 16, 2021	Jason Kanji	2.10	Review of JB Construction lien claim; Calls internally to discuss the same.
July 16, 2021	Jake Wiebe	2.20	Drafting report to court.
July 19, 2021	Jason Kanji	3.70	Review CRA Materials for meeting; Coordinate and communicate with engineers re: proceedings and invoicing for 157 Saugeen and Old Post Road; Draft Report to Court.
July 19, 2021	Rosa Wilford	0.30	On-line banking; Review estate bank account/print screens; Post EFT entries; and reconcile June statement; Print Summary of Estate Balance Report; Match to reconciliations and initial report; Provide to authorized officer for review and signing.

Date	Full Name	Time	Detail
July 19, 2021	Jake Wiebe	4.50	Preparing draft report.
July 20, 2021	Jason Kanji	8.30	Draft Report to Court; Review lien matters and security opinions; Review offers on Land Rover and correspond with auctioneers accordingly.
July 21, 2021	Jake Wiebe	5.50	Preparing draft report.
July 21, 2021	Jason Kanji	2.70	Correspond with design company re: invoicing; Draft Fifth report to court.
July 23, 2021	Jake Wiebe	0.40	Calls with counsel.
July 26, 2021	Rosa Wilford	0.70	Review account ledger; Prepare copies of the Estate General Ledger, and the supporting documentation for the receipts and disbursements to file HST for the period June 1-30, 2021; Email team for review and direction; Email.
July 26, 2021	Jake Wiebe	0.80	Calls with counsel.
July 27, 2021	Jason Kanji	0.80	Correspond with auctioneers re: sales.
July 27, 2021	Rosa Wilford	0.30	Review internal email instructions from team re Banking; Review payment requests; Notify authorized signing officer for approvals; Provide supporting documentation; Emails.
July 27, 2021	Jake Wiebe	5.20	Drafting report to court.
July 28, 2021	Jake Wiebe	0.80	Call with Clearflow.
July 28, 2021	Rosa Wilford	0.20	General banking administration.

Time Charges and Expenses:

J. Wiebe, Sr. Vice President	39.10	hours @	\$ 640.00	per hour	\$	25,024.00
J. Kanji, Manager	21.40	hours @	\$ 320.00	per hour	\$	6,848.00
R. Wilford, Manager	3.00	hours @	\$ 280.00	per hour	\$	840.00
V. Naccarato, Analyst	0.40	hours @	\$ 150.00	per hour	\$	60.00
R. Erian, Analyst	1.10	hours @	\$ 150.00	per hour	\$	165.00
	<u>65.00</u>				\$	<u>32,937.00</u>
5% Technology and Administration					\$	<u>1,646.85</u>
					\$	34,583.85
Disbursements						
Postage					\$	14.07
					\$	<u>14.07</u>
Subtotal time and disbursements					\$	34,597.92
HST					\$	<u>4,497.73</u>
Total Invoice Due					\$	<u><u>39,095.65</u></u>

Exhibit “**B**” to the Affidavit of Jacob Wiebe, sworn
before me this 12 day of August 2021

A handwritten signature in blue ink, appearing to read "Adrienne Gosselin", is written over a horizontal line.

Commissioner for Taking Affidavits, etc.

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

**Billing Summary
for the period from May 1, 2021 to July 31, 2021**

Period	Fees		Disbursements		Subtotal		HST	Total
May 1, 2021 to June 30, 2021	\$	78,559.95	\$	2,312.69	\$	80,872.64	\$ 10,513.44	\$ 91,386.08
July 1-31, 2021	\$	34,583.85	\$	14.07	\$	34,597.92	\$ 4,497.73	\$ 39,095.65
	\$	113,143.80	\$	2,326.76	\$	115,470.56	\$ 15,011.17	\$ 130,481.73

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

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

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

AFFIDAVIT OF JACOB WIEBE

GRANT THORNTON LIMITED

200 King Street West

11th Floor

Toronto, ON, M5H 3T4

Tel. 416-366-0100

Fax. 416-360-4948

Email Jake.Wiebe@ca.gt.com

Appendix 23

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

- and -

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

Respondents

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

**AFFIDAVIT OF CHRISTINE MASON
(Sworn August 6, 2021)**

I, **CHRISTINE MASON**, of the City of Toronto, in the Province of Ontario, **MAKE**

OATH AND SAY:

1. I am a partner at the law firm of Borden Ladner Gervais LLP ("**BLG**"), counsel to Grant Thornton Limited ("**GTL**") in its capacity as court-appointed interim receiver and receiver (the "**Receiver**") of Trigger Wholesale, Inc. ("**Trigger**"), The En Cadre Group Inc. ("**En Cadre**"), and certain real property owned by each of Jaimak Real Properties Inc. ("**Jaimak**") or Jaimee Lynn Gdak, (collectively the "**Debtors**"), and as such have knowledge of the matters hereinafter deposed to.

2. This affidavit is made in support of a motion for, among other things, the approval of the fees and disbursements of BLG for the period from May 1st, 2021 to July 31st, 2021 (the "**Fees Period**"). Attached hereto and marked as **Exhibit "A"** are true copies of the accounts of BLG for the Fees Period, in the total amount of \$291,246.51.

3. The accounts attached as Exhibit A provide a fair and accurate description of the activities undertaken by BLG. Attached hereto and marked as **Exhibit “B”** is a summary of the hourly rates and time expended by the professionals at BLG during the Fees Period.

4. BLG requests that the Court approve its accounts for the Fees Period for fees in the amount of \$255,334.00, disbursements of \$2,505.45 and taxes of \$33,407.06 for services rendered and recorded.

SWORN BEFORE ME over video)
teleconference this 6th day of August)
2021, in accordance with Ontario)
Regulation 431/20. The affiant was)
located in Toronto, Ontario, while the)
commissioner, Mariela Adriana)
Gasparini, was located in Vaughan,)
Ontario.)



A Commissioner for Taking Affidavits



CHRISTINE MASON

EXHIBIT A

This is the Exhibit marked "A" referred to
in the Affidavit of Christine Mason,
sworn before me this 6th day of August, 2021.

A handwritten signature in blue ink, appearing to read "Adrienne Pappas", is written above a horizontal line.

A Commissioner for Taking Affidavits



Borden Ladner Gervais LLP
Lawyers | Patent & Trade-mark Agents
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000 F 416.367.6749
blg.com

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

June 9, 2021

Attention: Jake Wiebe
Senior Vice President

Invoice # 697986016
Page 1

Re: Trigger Wholesale

File No: 547730/000032

PROFESSIONAL SERVICES rendered to May 31, 2021 in connection with the above matter as described in the attached.

Fees	\$ 109,342.00
Disbursements	1,364.44
HST on Fees and Taxable Disbursements	14,348.58
Total this Invoice	<u><u>\$ 125,055.02</u></u>

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

BORDEN LADNER GERVAIS LLP

Borden Ladner Gervais LLP

For: Roger Jaipargas

Grant Thornton LLP
Re: Trigger Wholesale

June 9, 2021
Invoice # 697986016
File No: 547730/000032
Page 2

PROFESSIONAL SERVICES RENDERED to May 31, 2021

May 2, 2021	R. Jaipargas	1.30	Emails to and from J. Simpson re: call to discuss various matters in the receivership proceedings of Trigger; review emails from D. Smith re: M. Gdak examination, refusals and undertakings; emails to and from D. Smith in connection with status of inquiries with real estate agent regarding Mark Gdak purchase of properties; emails to and from J. Simpson re: same; email to A. Gasparini re: corporation profile report required for Bruce Lakeview Trust Inc.; conference call with J. Wiebe and J. Simpson in connection with various issues in the Trigger receivership proceedings including status of information from Gdak computers and various other matters.
May 3, 2021	A. Gasparini	0.60	Conduct corporate profile search and email R. Jaipargas; receive instructions from R. Jaipargas and revise service list and NOM; draft confidential brief shell.
May 3, 2021	R. Jaipargas	4.50	Engaged on preparing Notice of Motion and draft Approval and Vesting Order in connection with sale of Saugeen Beach property; email to X. Yan re: same; email to J. Wiebe in connection with draft Notice of Motion for court approval for sale of Saugeen Beach property; emails to and from A. Gasparini re: same and updates required to the service list; review results of corporate search of Bruce Lakeview Trust Inc.; email to J. Wiebe re: same; review offer to purchase on 160 Bruce Beach Road; emails to and from B. Blay re: conference call required to discuss production of documents and information to the Receiver taken from the Gdak computers.
May 3, 2021	D.O. Smith	0.80	Reviewing real estate documents, emails from real estate agent and corporate search on Bruce Lakeview Trust.
May 3, 2021	L. Whitehouse	0.20	Request Plate History Search from Ministry of Transportation.

Grant Thornton LLP
Re: Trigger Wholesale

June 9, 2021
Invoice # 697986016
File No: 547730/000032
Page 3

May 3, 2021	X. Yan	0.20	Emails re draft motion materials and counsels to the buyer (saugeen beach).
May 4, 2021	A. Gasparini	0.10	Send court invite to Justice Hainey and Trigger group.
May 4, 2021	P. Ghaemi	2.30	Call with R. Jaipargas and X. Yan; Review the Approval and Vesting Order re: 157 Saugeen Rd, and add the real property schedules to same.
May 4, 2021	R. Jaipargas	3.00	Emails from and to B. Blay re: call required to discuss data retrieved from Gdak computers and cell phones; conference call with B. Blay re: status of same; conference call with X. Yan and P. Ghaemi re: draft Motion materials for the Motion for the sale approval of the Saugen Beach property and various real estate matters in connection with same and revisions required to AVO re: same; emails to and from J. Wiebe in connection with same; emails to and from J. Simpson and J. Wiebe re: date for motion for hearing of the Saugen Beach Motion; emails to and from the commercial list re: same; review the draft request form in connection with same; email from and to J. Wiebe in connection with property Proof of Claim filed by M. Gdak for claim for personal items; review same; email to Lerner, Cohen Highley and Torkin Manes re: booking of Motion for May 18 for approval of Saugen Beach transaction; emails to and from D. Magisano re: same; conference call with D. Magisano re: issue of position taken by receiver regarding property Proof of Claim filed by M. Gdak and approach to take in connection with same.
May 4, 2021	C. Savo	0.50	Revised draft security review; reviewed materials re same.
May 4, 2021	X. Yan	1.20	Discussed re notice of motion and vesting order; reviewed same, reviewed signed offer; considered relevant issues and provided comments.
May 5, 2021	A. Gasparini	0.30	Revise notice of motion, compile cases for statement of law and email court materials to R. Jaipargas.

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May 5, 2021	P. Ghaemi	3.70	Calls with R. Jaipargas, X. Yan, D. Smith and J. Wiebe re: Approval and Vesting Order and M.Gdak's personal claims; Review of M. Gdak's personal claims list; Revise the Approval and Vesting Order; draft email to purchaser's counsel (157 Saugeen Rd).
May 5, 2021	R. Jaipargas	5.20	Numerous emails to and from J. Wiebe re: call with D. Magisano re: property Proof of Claim filed by M. Gdak and next steps in connection with same; email to J. Simpson re: outcome of call with B. Blay re: information obtained from Digital by B. Blay and J. Squire on M. and J. Gdak computers and cellphones; engaged on review and revised draft Notice of Motion and AVO from X. Yan re: sale of Saugeen Beach property and motion to approve same; numerous emails to and from J. Kanji, J. Wiebe and P. Ghaemi re: draft court materials; conference call with J. Wiebe re: assets located at Saugeen Beach property and provisions of AVO and APS re: same; email from D. Magisano re: proposed Endorsement for personal property at Saugeen Beach road; review same; email to D. Magisano re: same; conference call with J. Kanji and P. Ghaemi re: draft Notice of Motion and AVO and issue of approach to take re: property Proof of Claim filed by M. Gdak; telephone attendance with D. Smith re: letter required to be delivered to Lernes and Coheen Highley re: status of information to be delivered to receiver re: Gdak computers; conference call with P. Ghaemi and X. Yan re: assets included in the Saugeen Beach sale transaction and approach to take in connection with same; further conference call with J. Wiebe, D. Smith, X. Yan and P. Ghaemi re: assets included in Saugeen Beach transaction and property Proof of Claim filed and approach to resolve same; emails to and from M. Kok re: outcome of April 15th court hearing; engaged on review of Notice of Disallowance issued by Grant Thornton in connection with M. Gdak property Proof of Claim; review email from D. Magisano re: position of M. Gdak re: same.

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May 5, 2021	D. Major	0.10	Review and consider correspondence from counsel for the condo lien claimant regarding the status of the decision of Justice Dietrich arising from the April 15th hearing.
May 5, 2021	D.O. Smith	1.20	Call with Receiver and team, meeting with R. Jaipargas re AVO and reviewing emails re sale of 157 Saugeen.
May 5, 2021	X. Yan	1.40	Reviewed revised vesting order and notice of motion and provided comments; calls with client and BLG team re APS and excluded chattels.
May 6, 2021	A. Gasparini	0.80	Draft fees affidavit and email R. Jaipargas; speak with R. Jaipargas re court materials; email C. Mason re fees affidavit; revise court materials; commission fees affidavit with C. Mason.
May 6, 2021	R. Jaipargas	4.30	Engaged on review and revisions to draft Third Report of the Receiver in connection with the May 18 Motion to obtain an AVO re: the Saugeen Beach property; emails to and from X. Yan; discussions with X. Yan re: same; engaged on review and revisions to draft Statement of Law for May 18 motion; emails and discussions with A. Gasparini re: same; review Confidential Brief for May 18 Motion; discussion with A. Gasparini re: same; various emails to and from J. Wiebe and D. Magisano in connection with Notice of Disallowance issued by Grant Thornton to M. Gdak in connection with the property Proof of Claim filed for personal properties at the Saugeen Beach property and next steps on same; email from P. Ghaemi to counsel to the purchaser on the draft AVO; emails to and from J. Simpson re: inquiry from M. Kok on status of the guarantee action; email from J. Simpson re: same; email from D. Smith in connection with draft email from B. Blay re: issue of computer record; engaged on revisions to same; telephone attendance with D. Smith re: same; conference call with J. Wiebe re: approach to take in connection with bankruptcy Proof of Claim regarding property claimed by M. Gdak; emails to and from D. Magisano re: same; email to J. Wiebe re: revised Third Report of the Receiver with BLG's comments set-out therein.

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May 6, 2021	C. Mason	0.50	Swearing fees affidavit; discussing security review with C. Savo.
May 6, 2021	C. Savo	2.90	Revised draft security review; reviewed materials re same.
May 6, 2021	D.O. Smith	0.60	Emails to and from Receiver re data issue and drafting email to counsel for Gdaks and email to counsel for M. Gdak re undertakings.
May 6, 2021	X. Yan	0.60	Reviewed draft court report and provided comments; dealing with APS related matters.
May 7, 2021	A. Gasparini	0.40	Revise AVO, blackline and email R. Jaipargas; commission affidavit with J. Wiebe.
May 7, 2021	R. Jaipargas	4.20	Email from R. Wellenreter re: comments on Saugeen Beach AVO; engaged on review of same; emails to and from X. Yan re: same; email to J. Wiebe re: same; emails to and from J. Wiebe in connection with status of the Third Report; engaged on review of the transcript of the examination of M. Gdak; emails from D. Magisano re: recovery of certain property located at Saugeen Beach by M. Gdak and next steps in connection with same; conference call with J. Wiebe re: outcome of discussions with D. Magisano re: items to be recovered from Saugeen Beach property by M. Gdak and letter from E. D'Agostino re: J.B. Construction on lien claim; email to J. Wiebe re; same; emails to and from J. Squire in connection with information obtained by Digital and conference call required to discuss same.
May 7, 2021	D. Major	0.20	Review and consider emails from counsel for Ace Lawn Care and counsel for JB Construction enclosing supporting documentation of their clients' respective claims for lien; email R. Jaipargas regarding lien claimants' supporting documentation.
May 7, 2021	D.O. Smith	0.30	Reviewing email from counsel for J. Gdak and email to R. Jaipargas and Receiver re discovery issue.
May 7, 2021	D.O. Smith	0.20	Reviewing email from counsel for M. Gdak re real estate issue.

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May 7, 2021	X. Yan	0.60	Reviewed comments from buyer's lawyer on AVO and provided comments; reviewed revised AVO and emails re claims against the chattels and considered same for the purchase transaction.
May 8, 2021	K. Friedman	0.70	Review correspondence and meet with D. Smith regarding proposal from counsel for eDiscovery process.
May 9, 2021	D.O. Smith	0.50	Meeting with K. Friedman and R. Jaipargas re request for productions from Gdaks.
May 10, 2021	K. Friedman	0.80	Telephone discussion with BLG team and client regarding proposed protocol for review of documents to produce to the Receiver and comment on draft email with respect thereto.
May 10, 2021	A. Gasparini	1.00	Revise index, redact document, compile motion record, statement of law and confidential brief.
May 10, 2021	R. Jaipargas	5.00	Emails from and to D. Smith and K. Friedman re: call required with J. Wiebe to discuss obtaining instructions on issue of information obtained from Digital from the Gdak computers and cellphones; conference call with D. Smith, K. Friedman and J. Wiebe re: same; emails to and from D. Smith and J. Wiebe and K. Friedman re: communication to Lerner and Cohen Highly re: position of Receiver re: production of information obtained from Digital; engaged on review of letter and attachments from E. D'Agostino re: J.B. construction lien claim; review letter and background information from J. Heimpel in connection with Ace Loan Care lien claim; emails to and from each of D. Major and J. Wiebe re: same; telephone attendance with C. Mason re: status of security review for Clearflow security and next steps in connection with same; email to J. Squire in connection with Digital evidence account; emails from and to J. Wiebe and D. Magisano in connection with withdrawal of the M. Gdak property Proof of Claim; telephone attendance with J. Wiebe re: same; emails to and from J. Wiebe and A. Gasparini in connection with the revised Report of the Receiver; review same.

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May 10, 2021	D. Major	0.10	Exchange correspondence with R. Jaipargas regarding review of JBC supporting documentation.
May 10, 2021	C. Mason	0.50	Discussing security review with R Jaipargas and C Savo; attending to email correspondence.
May 10, 2021	C. Savo	1.20	Revised and prepared personal property secure review; email correspondence from and with C. Mason and X. Yan re related matters and real property matters.
May 10, 2021	D.O. Smith	0.60	Meeting with Receiver and legal team re request for productions from Gdaks and email to B. Blay re same.
May 10, 2021	X. Yan	0.30	Reviewed questions re security review and considered relevant issues.
May 11, 2021	A. Gasparini	1.00	Speak with R. Jaipargas re motion record; revise order and motion record; serve court materials upon service list; email J. Simpson re secure file transfer; email Hainey J. confidential brief; instruct copycentre for courier packages; draft letter for courier packages; email J. Pera re caselines and upload documents; swear affidavit of service with C. Chien.
May 11, 2021	R. Jaipargas	1.80	Emails from and to D. Major on construction lien matters; emails to and from C. Savo on security review issues and next steps on same; engaged on review and finalizing materials including Motion Record, Statement of Law, draft AVO and Confidential Brief for Motion on May 18 to approve the Saugeen Beach transaction; emails to and from A. Gasparini re: same; discussion with A. Gasparini re: same; emails to and from X. Yan and C. Savo in connection with real property security review issues.
May 11, 2021	D. Major	0.10	Review and consider supporting documentation provided by the lien claimants.
May 11, 2021	C. Savo	0.20	Email correspondence from and with R. Jaipargas, C. Mason and X. Yan re draft security review and real property security matters.
May 11, 2021	D.O. Smith	0.10	Email to counsel for Mark Gdak re undertakings.
May 11, 2021	X. Yan	0.80	Reviewed PINs, security review, considered relevant issues and provided comments.
May 12, 2021	A. Gasparini	0.20	Email round clerks for e-filing court materials.

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May 12, 2021	P. Ghaemi	1.20	Call with the BLG Trigger team re: security review opinion; Review of the draft security review opinion.
May 12, 2021	R. Jaipargas	0.70	Emails from and to X. Yan in connection with security review and real property matters; telephone attendance with A. Gasparini re: service and filing of materials for May 18 Motion; conference call with C. Mason, C. Savo, X. Yan and P. Ghaemi re: real property security review matters and issues to consider in connection with same.
May 12, 2021	C. Mason	0.50	Attending internal conference call to discuss real property security review; attending to email correspondence.
May 12, 2021	C. Savo	0.40	Conference call with R. Jaipargas, C. Mason and X. Yan re draft security review and real property security matters; reviewed email correspondence re same.
May 12, 2021	L. White	0.40	E-filed a Motion record to the Commercial court for filing.
May 12, 2021	X. Yan	0.90	Reviewed comments and discussed with BLG team re security review; attended to security review (real property issues).
May 13, 2021	P. Ghaemi	0.80	Research regarding the validity and priority of ClearFlow's security interest in the real property of Trigger pursuant to the General Security Agreement between ClearFlow and Trigger.
May 13, 2021	R. Jaipargas	0.70	Telephone attendance with D. Major re: construction lien claims of J.B. Construction and Ace Lawn Care; emails from and to E. D'Agostino re: zoom hearing for May 18 in connection with sale of Saugeen Beach transaction; emails to and from J. Heimpel for Ace Lawn Care in connection with same; discussion with D. Smith re: undertakings motion in connection with M. Gdak examination.
May 13, 2021	D. Major	1.00	Review and consider supporting documentation of JBC and Ace's claims for lien and discussion with R. Jaipargas regarding same and next steps.
May 13, 2021	D.O. Smith	0.20	Call with R. Jaipargas re status and M. Gdak undertakings.

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May 14, 2021	C. Mason	1.50	Reviewing security review and discussing the same with C Savo.
May 14, 2021	C. Savo	0.80	Telephone call with C. Mason re draft security review; revised same; email correspondence with C. Mason and R. Jaipargas re same.
May 15, 2021	P. Ghaemi	4.20	Research regarding the validity and priority of ClearFlow's security interest in the real property of Trigger pursuant to the General Security Agreement between ClearFlow and Trigger; Draft an email memo summarizing the findings.
May 15, 2021	X. Yan	0.30	Reviewed draft offer and changes for 652 Colby and considered relevant issues.
May 16, 2021	P. Ghaemi	1.00	Research regarding the validity and priority of ClearFlow's security interest in the real property of Trigger pursuant to the General Security Agreement between ClearFlow and Trigger; Draft an email memo summarizing the findings.
May 16, 2021	P. Ghaemi	2.80	Call with R. Jaipargas and X. Yan; Review/Revise the APS for 652 Colby Dr.
May 16, 2021	R. Jaipargas	1.60	Engaged on review of APS for 642 Colby Drive, Waterloo; emails to and from X. Yan re: same; conference call with P. Ghaemi and X. Yan re: comments on APS for Colby; email to J. Kanji re: same; email from X. Yan to J. Wiebe re: revised APS for Colby Drive; review same.
May 16, 2021	X. Yan	1.10	Discussed with BLG team re comments on APS re 652 Colby; provided comments on required revisions.
May 17, 2021	K. Friedman	0.80	Meet with R. Jaipargas and D. Smith regarding response to Gdak proposed eDiscovery process; draft responding email.
May 17, 2021	A. Gasparini	0.10	Email S. Lotta re motion record.
May 17, 2021	P. Ghaemi	2.10	Research regarding the validity and priority of ClearFlow's security interest in the real property of Trigger pursuant to the General Security Agreement between ClearFlow and Trigger; Draft an email memo summarizing the findings.

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May 17, 2021	P. Ghaemi	1.50	Call with J. Wiebe and X. Yan re: 652 Colby Dr APS; Revise the APS.
May 17, 2021	R. Jaipargas	3.80	Engaged on review and revisions to the draft security opinion with respect of the Clearflow personal property security; emails to and from C. Savo and C. Mason re: same; conference call with C. Savo and C. Mason re: changes required to same; engaged on review of Motion Record, Statement of Law and Confidential Brief re: Motion on May 18 for AVO re: Saugeen Beach property; preparing for court on May 18 in connection with same; email from B. Blay re: issue of production of information from J. Gdak computer and cellphones; emails to and from D. Smith and K. Friedman re: same; email from P. Ghaemi re: revised APS for Colby Drive; conference call with K. Friedman and D. Smith re: production of information from the Gdak computers and approach to take in connection with same.
May 17, 2021	C. Mason	1.00	Reviewing and discussing draft security review the R. Jaipargas and C. Savo.
May 17, 2021	C. Savo	0.80	Conference call with R. Jaipargas and C. Mason re draft security review; revised same; email correspondence with C. Mason and R. Jaipargas re same.
May 17, 2021	D.O. Smith	0.50	Reviewing response from B. Blay re data issue; call with R. Jaipargas and K. Friedman and email to Receiver.
May 17, 2021	X. Yan	1.00	Call with client re comments on APS: provided additional comments on APS; reviewed encumbrances on various properties, and considered ClearFlow security.
May 18, 2021	D. Bird	0.70	Review security review opinion; review March 31 order.
May 18, 2021	A. Gasparini	0.60	Revise caselines; email J. Pera re caselines; draft counsel slip and email Hainey J.; email A. Anissimova re order; revise order and email Trigger group; file order for issuance and send to service list.
May 18, 2021	P. Ghaemi	1.70	Call with X. Yan re: Trigger Security Review Opinion; revise email memo regarding the validity and priority of ClearFlow's security interest in the real property of Trigger.

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May 18, 2021	R. Jaipargas	3.00	Emails to and from C. Savo in connection with updated security opinion on Clearflow personal property security; review same; email to D. Bird re: same; attend at court in connection with motion for AVO re: sale of the Saugeen Beach property; emails to and from A. Gasparini re: same; discussion with A. Gasparini re: circulating AVO to the service list; emails to and from D. Smith in connection with issue of preservation of information on Gdak computers; email from D. Smith re: same; various emails to and from X. Yan and P. Ghaemi in connection with executed copy of the Colby Drive APS; emails to and from Miller Thomson re: same; emails to and from X. Yan in connection with closing date for the sale of the Saugeen Beach property; review Endorsement of Justice Hailey re: sale of Saugeen Beach property; instructions to A. Gasparini re: preparation of Statement of Law and Confidential Brief re: Colby Drive sale transaction.
May 18, 2021	C. Mason	0.30	Reviewing revised draft security review.
May 18, 2021	D.O. Smith	0.40	Meeting with R. Jaipargas re appeal periods; email to and from Receiver re response re production issue.
May 18, 2021	X. Yan	1.00	Discussed and provided comments on security review for ClearFlow; provided comments on next steps on SB property sale.
May 19, 2021	D. Bird	1.90	Review draft opinion letter on security review.
May 19, 2021	A. Gasparini	0.20	Revise statement of law and email R. Jaipargas.
May 19, 2021	P. Ghaemi	1.80	Revise email memo regarding the validity and priority of ClearFlow's security interest in the real property of Trigger.

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May 19, 2021	R. Jaipargas	1.80	Emails from and to X. Yan and F. Rohanan re: Colby Drive APS and issue of appeal periods; consider language in connection with same; conference call with X. Yan re: approach to take regarding same; numerous emails to and from X. Yan and F. Rohoman re: same; conference call with B. Blay re: production of information to Grant Thornton in connection with the J. Gdak computer and cell phone records; email to J. Wiebe re: same; email from R. Wellenriter re: closing date for Saugeen Beach transaction; emails to and from P. Ghaemi re: same.
May 19, 2021	C. Savo	0.20	Reviewed and considered email correspondence from P. Ghaemi re real property security matters.
May 19, 2021	X. Yan	1.80	Call with Miller Thomson re purchase and sale agreement (Colby) and considered relevant issues; revised APS; reviewed revised APS and provided comments; reviewed and provided comments on security review.
May 20, 2021	D. Bird	2.30	Continue to consider security over Personal Property Assets.
May 20, 2021	P. Ghaemi	0.50	Call with X. Yan re: Closing documents for 157 Saugeen; Review of prior closing documents for 43 Baker Rd.
May 20, 2021	K. Hughes	0.40	Conducted title search of 160 Bruce Beach Road to determine if the property has been recently sold.

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May 20, 2021	R. Jaipargas	3.50	Review email from P. Ghaemi re: real property security review matters and issues to consider in connection with same; emails to and from P. Ghaemi re: same; email to P. Ghaemi on condo lien issues; various emails to and from X. Yan and F. Rohoman and re: finalizing APS for Colby Drive; emails to and from F. Rohoman re: date for obtaining AVO for Colby Drive; telephone attendance with J. Wiebe re: various issues in connection with information to be obtained from B. Blay re: Gdak computers and court attendance for approval of the Colby transaction; review draft request form re: same; conference call with J. Simpson re: status of the Clearflow position on its secured claims in the Trigger receivership proceedings; conference call with D. Bird, C. Savo and C. Mason re: draft security opinion and approach to be taken in connection with same and various issues to consider going forward re: personal property assets and Trigger real property.
May 20, 2021	C. Mason	1.80	Reviewing security review and attending internal conference call to discuss the same.
May 20, 2021	C. Savo	1.60	Reviewed and considered email correspondence from P. Ghaemi re real property matters; conference call with R. Jaipargas, D. Bird and C. Mason re draft personal property security review; revised same; email correspondence with R. Jaipargas re same.
May 20, 2021	X. Yan	0.70	Attended to closing docs for SB property; provided comments on security review of ClearFlow.
May 21, 2021	D. Bird	1.10	Continue to review security review opinion letter and provide comments.
May 21, 2021	A. Gasparini	0.20	Email Zoom hearing calendar invite to Cavanagh J. and Trigger team.

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May 21, 2021	R. Jaipargas	3.40	Emails from and to C. Savo re: revised security review for personal property security of Clearflow; review same; conference call with B. Blay re: delivery of OneDrive link for information from J. Gdak computers; email to J. Wiebe re: same; emails to and from B. Blay re: same; email to and from Alsou re: court time for next motion to approve Colby transaction; emails to and from C. Savo re: updates on opinion; review and consider same; engaged on drafting Notice of Motion for the Colby drive sale transaction; conference call with J. Wiebe and D. Smith re: information obtained from B. Blay and next steps in connection with same; emails to and from Lerner and Torkin Manes in connection with request form for hearing on June 14; telephone attendance with J. Wiebe re: instructions on relief to be sought at next motion; emails to and from J. Simpson re: same; email to J. Wiebe re: final BLG security opinion on the Trigger personal property; telephone attendance with D. Magisano re: various issues in connection with the receivership proceedings; email to F. Rohoman re: timing for hearing of Motion to approve the sale of Colby Drive property; engaged on review of email from J. Simpson re: position of Clearflow on extent of Clearflow security.
May 21, 2021	C. Mason	0.50	Reviewing revised security review and discussing the same with R. Jaipargas and C. Savo.
May 21, 2021	C. Savo	0.50	Email correspondence from and with C. Mason, D. Bird and R. Jaipargas re personal property security review; telephone call with D. Bird re same; finalized same.
May 21, 2021	D.O. Smith	0.40	Reviewing response from B. Blay re data issue and call with R. Jaipargas.
May 21, 2021	X. Yan	0.20	Reviewed TM email re security review and considered same.
May 23, 2021	P. Ghaemi	2.70	Review the documents regarding the condo lien on the 265 Old Post Road property; Revise email memo regarding the validity and priority of ClearFlow's security interest in the real property of Trigger.

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May 24, 2021	R. Jaipargas	3.00	Engaged on preparing a draft Approval and Vesting Order and Notice of Motion for the Motion on June 14th for an AVO in respect of the sale of the Colby Drive property; review the Confidential Brief to the Fourth Report; review and revise Statement of Law; email to A. Gasparini re: same; email to X. Yan re: draft AVO and Notice of Motion for changes to same; emails to and from J. Wiebe re: draft Notice of Motion for Motion on Colby Drive in connection with the preparation of the Fourth Report.
May 24, 2021	X. Yan	0.20	Reviewed draft AVO re Colby property and considered relevant issues.
May 25, 2021	P. Ghaemi	1.20	Review the Approval and Vesting Order re: 652 Colby Drive, Waterloo, and add the real property schedules to same.
May 25, 2021	R. Jaipargas	1.60	Emails to and from F. Rohoman re: timing for the hearing of the motion in respect of the Colby transaction; emails to and from J. Wiebe and B. Blay in connection with living expenses for J. Gdak; conference call with J. Wiebe re: same and distribution issues on upcoming motion on June 14 and approach to take re: same; email from P. Ghaemi re: condo lien issue; email from P. Ghaemi re: comments on AVO for Colby Drive property; review same.
May 25, 2021	C. Mason	1.50	Discussing security reviews with R. Jaipargas; reviewing email from Torkin Manes; reviewing email correspondence re real property security.
May 25, 2021	C. Savo	0.20	Reviewed email correspondence from P. Ghaemi re real property security review.
May 25, 2021	X. Yan	1.10	Reviewed revised summary of security review and provided comments; reviewed comments on condo agreement and provided comments; reviewed draft AVO and provided comments.
May 26, 2021	A. Gasparini	0.20	Revise notice of motion.
May 26, 2021	P. Ghaemi	0.50	Call with R. Jaipargas and the BLG team regarding the security review opinion for the real property of Trigger.

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May 26, 2021	R. Jaipargas	2.30	Engaged on further revisions to the AVO for the Colby transaction; emails to and from J. Wiebe re: same; email to F. Rohoman re: same; email to and from A. Gasparini in connection with draft notice of motion for June 14 hearing; email from R. Wellenreiter re timing for closing of Saugeen Beach Road transaction; email to J. Wiebe re: same; conference call with J. Simpson re: proposed distribution to Clearflow and other matters in connection with the Trigger receivership proceedings; conference call with C. Mason, C. Savo, P. Ghaemi and X. Yan on further BLG opinions on personal property assets and Trigger real property.
May 26, 2021	C. Mason	1.50	Attending internal conference call to discuss security reviews; considering security interest over consumer goods; attending to email correspondence.
May 26, 2021	C. Savo	1.20	Conference call with R. Jaipargas, C. Mason and others re security reviews; reviewed and considered materials re same.
May 26, 2021	X. Yan	1.20	Call with BLG team re security review and opinion related matters; email re SB property closing and provided comments; dealing with opinion related matters.
May 27, 2021	P. Ghaemi	0.70	Correspondence with F. Rohoman and J. Wiebe regarding the fixtures at 652 Colby Drive.

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May 27, 2021	R. Jaipargas	2.80	Emails to and from F. Rohoman re: AVO for Colby transaction and issue of chattels left on the premises; emails to and from X. Yan re: same; email from R. Wellenreiter re: timing of closing for Saugeen Beach transaction; numerous emails to and from P. Ghaemi, J. Kanji and J. Wiebe re: closing on Saugeen and Colby properties; emails to and from W. Clayton re: request to extend stay at Old Post Road property to August 31, 2021; telephone attendance with J. Wiebe re: same; review information reported in Second Report to the court on Old Post Road; engaged on preparing email to W. Clayton re: terms of continued occupancy until August 31, 2021; emails to and from J. Wiebe re: same; discussions with X. Yan re: same; emails to and from X. Yan re: same; further emails to and from W. Clayton re: agreement in connection with residing at Old Post Road until August 31, 2021; telephone attendance with B. Blay re: living expenses for J. Gdak; emails to and from J. Wiebe re: same; further email to B. Blay re: confirmation that living expenses have been processed by the receiver; emails to and from F. Rohoman re: comments on draft AVO for Colby transaction; email to J. Wiebe re: same; email from and to J. Simpson in connection with reasons for decisions rendered by Justice Dietrich re: guarantee action.
May 27, 2021	X. Yan	0.50	Emails re Colby property sale and provided comments; provided comments on Old Post property sale.
May 28, 2021	A. Gasparini	0.10	Revise service list.

Grant Thornton LLP
Re: Trigger Wholesale

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May 28, 2021	R. Jaipargas	3.50	Engaged on reasons of Justice Dietrich re: Motion by Clearflow for judgment against M. and J. Gdak; emails to and from F. Rohoman re: comments on AVO for Colby Drive transaction; review blackline of Order re: same; telephone attendance with J. Wiebe re: comments on AVO from Miller Thomson and next steps in connection with same and possible case conference before Justice Dietrich for reasons re: guarantee action; telephone attendance with X. Yan re: comments from Miller Thomson; emails to and from F. Rohoman re: same; conference call with F. Rohoman and X. Yan re: AVO and Miller Thomson comments on same; email from J. Wiebe re: Range Rover; email to J. Wiebe re: contents of Fourth Report of the Receiver in connection with June 14 Motion; email from B. Blay in connection with the turnover of the Range Rover; email to J. Wiebe re: same.
May 28, 2021	D.O. Smith	0.50	Reviewing decision of Dietrich J. on guarantee issues and email to counsel for Clearflow.
May 28, 2021	X. Yan	0.90	Reviewed and discussed re MT's comments on AVO; call with MT re same.
May 29, 2021	P. Ghaemi	2.80	Draft/Revise the closing documents for 157 Saugeen.
May 30, 2021	P. Ghaemi	2.00	Draft/Revise the closing documents for 157 Saugeen.
May 30, 2021	R. Jaipargas	0.90	Engaged on further review and revisions to the draft AVO for the Colby Drive transaction; email to F. Rohoman re: same; email to B. Blay, J. Simpson and J. Squire in connection with reasons issued by Justice Dietrich re: guarantee on M. and J. Gdak and proposed email to the commercial list re: list of counsel on reasons from Justice Dietrich and draft Endorsement submitted on April 14 re: living expenses for each of M. and J. Gdak.
May 31, 2021	C. Chien	1.30	Meeting in connection with security review and security opinion (personal property) and research with respect to priority of security in relation to unsecured creditors and with respect to security interest in proceeds.
May 31, 2021	A. Gasparini	0.20	Send out reasons of judgment to service list.

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May 31, 2021	P. Ghaemi	0.80	Call with C. Chien regarding the preparation of a security review opinion for the real property of Trigger.
May 31, 2021	R. Jaipargas	1.10	Emails from and to counsel for the applicant and the respondents in connection with email to be delivered to Justice Dietrich for payment of expenses; email to Alsou at the commercial list office re: same; emails to and from F. Rohoman re: final comments on the Approval and Vesting Order for the Colby transaction; telephone attendance with P. Ghaemi re: instructions on same; email from F. Rohoman re: same; email to J. Simpson re: issue of the case conference required regarding the quantum of liability on the guarantees for M. and J. Gdak in connection with the judgment against the guarantors and next steps in connection with same.
May 31, 2021	X. Yan	0.30	Emails re Colby property AVO; emails re closing docs for SB property; reviewed requisitions fro SB property and considered same.

TO OUR FEES

\$ 109,342.00

FEE SUMMARY

<u>Timekeeper</u>	<u>Hours</u>	<u>Avg. Rate/Hr.</u>	<u>Amount</u>
D. Bird	6.00	\$ 860.00	\$ 5,160.00
C. Chien	1.30	470.00	611.00
K. Friedman	2.30	620.00	1,426.00
A. Gasparini	6.00	260.00	1,560.00
P. Ghaemi	34.30	420.00	14,406.00
K. Hughes	0.40	350.00	140.00
R. Jaipargas	63.00	900.00	56,700.00
D. Major	1.50	490.00	735.00
C. Mason	9.60	780.00	7,488.00
C. Savo	10.50	565.00	5,932.50

PAYABLE ON RECEIPT
INTEREST AT THE RATE OF 0.5% PER ANNUM MAY BE CHARGED ON ACCOUNTS WHICH ARE OVERDUE

GST/HST REGISTRATION # R869096974RT0001

Grant Thornton LLP
Re: Trigger Wholesale

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D.O. Smith	6.30	690.00	4,347.00
L. White	0.40	275.00	110.00
L. Whitehouse	0.20	250.00	50.00
X. Yan	16.30	655.00	10,676.50
	<u>158.10</u>		<u>\$ 109,342.00</u>

DISBURSEMENTS:

Non-Taxable

Notice of Motion	\$320.00
Taxes	2.97
Teraview Search Fees	<u>9.80</u>

Total Non-Taxable Disbursements 332.77

Taxable

G=GST; Q=QST; H=HST; P=PST

Copies	305.40	H
Courier	80.39	H
ONCORP Searches	14.08	H
Teraview Search Fees	22.85	H
Transcripts of Discovery	<u>608.95</u>	H

Total Taxable Disbursements 1,031.67

Total Disbursements 1,364.44

Total Fees and Disbursements 110,706.44

HST on Fees and Taxable Disbursements 14,348.58

TOTAL THIS INVOICE \$ 125,055.02



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June 9, 2021
Invoice # 697986016
RJ/RJ

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REMITTANCE COPY

Fees	\$ 109,342.00
Disbursements	1,364.44
HST on Fees and Taxable Disbursements	14,348.58
Total this Invoice	<u>\$ 125,055.02</u>

PLEASE REFER TO PAYMENT OPTIONS PAGE FOR REMITTANCE INFORMATION.



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

July 12, 2021

Attention: Jake Wiebe
Senior Vice President

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Re: Trigger Wholesale

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PROFESSIONAL SERVICES rendered to June 30, 2021 in connection with the above matter as described in the attached.

Fees	\$ 97,179.00
Disbursements	1,141.01
HST on Fees and Taxable Disbursements	12,712.79
Total this Invoice	<u><u>\$ 111,032.80</u></u>

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

BORDEN LADNER GERVAIS LLP

Borden Ladner Gervais LLP

For: Roger Jaipargas

Grant Thornton LLP
Re: Trigger Wholesale

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PROFESSIONAL SERVICES RENDERED to June 30, 2021

Jun 1, 2021	A. Gasparini	0.20	Email counsel slip to R. Jaipargas.
Jun 1, 2021	P. Ghaemi	0.30	Call with X. Yan re: requisitions for 157 Saugeen.
Jun 1, 2021	R. Jaipargas	0.60	Telephone attendance with D. Smith re: status of undertakings given by counsel for M. Gdak; emails from and to Alsou at the commercial list office re: information required to grant living expenses; engaged on preparing email to the commercial list office in connection with same; email to J. Wiebe re: status of draft report for June 14 Motion.
Jun 1, 2021	D.O. Smith	0.20	Meeting with Roger Jaipargas re status.
Jun 1, 2021	X. Yan	0.90	Provided comments on requisitions from purchaser's counsel (SB); reviewed draft closing docs for SB property and provided comments.
Jun 2, 2021	A. Gasparini	0.20	Receive instructions from R. Jaipargas and provide him with draft email.
Jun 2, 2021	P. Ghaemi	1.70	Review/ Draft response to the requisition letter from the Purchaser's counsel in respect of the sale of 157 Saugeen Beach Rd.
Jun 2, 2021	R. Jaipargas	0.80	Email from and to Justice Dietrich re: issued Endorsement re: Gdak living expenses and revised reasons re: guarantee action; emails to and from J. Wiebe re: draft Fourth Report of the Receiver; telephone attendance with J. Wiebe re: various issues in Trigger receivership proceedings; email to A. Gasparini re: circulating endorsement and revised reasons of Justice Dietrich; discussions with A. Gasparini re: same.
Jun 2, 2021	C. Savo	0.40	Telephone call and email correspondence with C. Chien re personal property security review and research re consumer goods.
Jun 2, 2021	D.O. Smith	0.20	Reviewing reissued reasons for judgment.
Jun 2, 2021	G. Wang	0.80	Re sale of 157 Saugeen Beach Road - telephone calls with X. Yan re transaction and closing; brief review of vesting order and closing documents; prepare E-reg Application for Vesting Order.

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Jun 2, 2021	X. Yan	0.50	Provided comments on draft closing docs for SB property; dealing with closing matters for SB property.
Jun 3, 2021	A. Gasparini	0.40	Send reasons for judgment to service list; revise service list; revise motion record shell.
Jun 3, 2021	P. Ghaemi	3.00	Review/Draft response to the requisition letter from the Purchaser's counsel in respect of the sale of 157 Saugeen Beach Rd; Revise the Omnibus Agreement.
Jun 3, 2021	R. Jaipargas	3.30	Engaged on review and revisions of the Fourth Report of the Receiver re: Motion returnable on June 14; prepare blackline of the Report re: same; emails to each of J. Wiebe and A. Gasparini re: same; discussions with C. Mason re: security review provisions of the Report; emails to and from C. Mason re: changes to Fourth Report re: same; engaged on further changes to the Notice of Motion and AVO re: June 14 Motion to approve the Colby transaction; email to A. Gasparini re: same; email to F. Rohman re: revised AVO; email to J. Wiebe in connection with revised Fourth Report and next steps in connection with finalizing and service of motion materials.
Jun 3, 2021	C. Mason	2.30	Reviewing and revising Fourth Report.
Jun 3, 2021	X. Yan	0.40	Reviewed draft response to requisitions and provided comments; dealing with closing docs.
Jun 4, 2021	C. Chien	0.20	Commissioning of affidavit of service of A. Gasparini in connection with Motion Record and Statement of Law of the Receiver returnable June 14, 2021.
Jun 4, 2021	J.L. Francis	0.40	Submitted a Motion Record and Statement of Law to the court to be e-filed. Received and forwarded correspondence from the court.

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Jun 4, 2021	A. Gasparini	2.40	Receive instructions from R. Jaipargas; revise court materials and affidavit of service; compile motion record, email J. Wiebe re appendices; draft letter for courier party; compile statement of law and confidential brief; serve documents upon service list; email confidential brief to Cavanagh J; upload documents to caselines; attend to administrative tasks; swear affidavit of service with C. Chien; email round clerks for filing; email S. Lotta re motion record.
Jun 4, 2021	P. Ghaemi	2.00	Draft/Revise response to the requisition letter from the Purchaser's counsel in respect of the sale of 157 Saugeen Beach Rd; Correspondence with X. Yan and G. Wang regarding preparation for closing; Prepare the closing package for review by the Purchaser's counsel.
Jun 4, 2021	R. Jaipargas	1.30	Telephone attendance with A. Gasparini re: instructions on finalizing Motion Record of receiver on June 14; review same and Statement of Law and Confidential Brief; review emails to and from A. Gasparini re: same; emails to and from M. Kok re: status of sale of Old Post Road and timing for payment of condo lien; working on finalizing motion materials for June 14.
Jun 4, 2021	D. Major	0.10	Review and consider correspondence exchanged regarding the sale of the old post road property with counsel; exchange correspondence with R. Jaipargas regarding scheduling conference call to discuss next steps.
Jun 4, 2021	G. Wang	0.60	Re sale of 157 Saugeen Beach Road - emails with X. Yan and P. Ghaemi re vesting order; review direction re title; update E-reg Application; message same to Purchaser's counsel; email from P. Ghaemi re closing and documents.
Jun 4, 2021	X. Yan	0.50	Dealing with SB closing docs; emails re same with comments.
Jun 6, 2021	P. Ghaemi	6.80	Research/Draft/Revise security review opinion regarding the real property of Trigger.

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Jun 7, 2021	C. Chien	3.30	Meeting in connection with security review and security opinion (with respect to real property assets) and conducted research with respect to priority of security held by secured creditors and unsecured creditors, and the effectiveness of unregistered security interest in real property as against an insolvency official.
Jun 7, 2021	A. Gasparini	0.10	Email R. Wellenreiter re motion record.
Jun 7, 2021	P. Ghaemi	5.50	Research/Draft/Revise security review opinion regarding the real property of Trigger; Call with R. Jaipargas, D. Major and X. Yan regarding condo and construction liens.
Jun 7, 2021	R. Jaipargas	2.10	Telephone attendance with A. Gasparini re: status of the service and filing of the motion materials for the June 14 Motion; conference call with J. Wiebe re: various issues re: Trigger receivership proceedings; email to J. Simpson re: call required with Receiver to discuss same; conference call with D. Major, P. Ghaemi and X. Yan in connection with liens on various properties and condo lien on Old Post Road; telephone attendance with B. Blay re: production of information to Clearflow from J. Gdak computers; conference call with J. Wiebe re: same.
Jun 7, 2021	D. Major	1.60	Prepare for and attend conference call with R. Jaipargas regarding status of communications with lien claimants and next steps; discussion with counsel for Ace Lawn Care regarding review of his clients' supporting documentation and request additional documentation to support the timeliness of the lien; discussion with counsel for J.B. Construction regarding review of his clients' supporting documentation and request additional documentation to support the timeliness of the lien; draft reporting email to R. Jaipargas of discussions with counsel for Ace and J.B. Construction.
Jun 7, 2021	X. Yan	0.50	Discussed with BLG team re ClearFlow security review and opinion.

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Jun 8, 2021	C. Chien	4.90	In connection with security review and security opinion (with respect to personal property assets), conducted research and drafted research memo with respect to the characterization of personal property assets as "consumer goods" within the meaning of the PPSA.
Jun 8, 2021	P. Ghaemi	6.30	Draft/Revise security review opinion regarding the real property of Trigger.
Jun 8, 2021	P. Ghaemi	1.50	Draft/Revise the Statement of Adjustments for the closing of 157 Saugeen.
Jun 8, 2021	R. Jaipargas	0.40	Email from D. Major re: status of construction lien claims; email to D. Major re: same; email from J. Squire in connection with status of discussions with Digital and information on M. Gdak computers.
Jun 8, 2021	G. Wang	0.40	Re sale of 157 Saugeen Beach Road - emails from P. Ghaemi and X. Yan re closing and documents; review draft statement of adjustments; emails and telephone call with X. Yan re statement of adjustments and closing.
Jun 8, 2021	X. Yan	0.70	Dealing with outstanding matters for SB property closing; reviewed issues re construction lien claims and considered same.
Jun 9, 2021	C. Chien	1.80	Reviewed and revised security opinion (with respect to real property assets) and conducted research with respect to priority of security held by secured creditors and unsecured creditors, and the effectiveness of unregistered security interest in real property as against an insolvency official.
Jun 9, 2021	C. Chien	0.80	Finalized and circulated research memo with respect to the characterization of personal property assets as "consumer goods" within the meaning of the PPSA.
Jun 9, 2021	A. Gasparini	0.20	Email B. Blay re court procedure.
Jun 9, 2021	P. Ghaemi	4.20	Draft/Revise security review opinion regarding the real property of Trigger.
Jun 9, 2021	P. Ghaemi	2.80	Call/Email correspondence with the Purchaser's counsel and J. Wiebe regarding the closing of 157 Saugeen; Revise the Application for Vesting Order.

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Jun 9, 2021	R. Jaipargas	3.60	Email to A. MacFarlane re: construction lien issues; various emails to and from X. Yan re: status of Saugeen Beach closing and request made by R. Wellenreiter on reps regarding work orders; conference call with X. Yan re: approach to take in connection with same; emails to and from J. Kanji re: schedule to the old post road APS; engaged on review of same; telephone attendance with P. Ghaemi and X. Yan re: comments on same; emails to and from J. Wiebe in connection with closing on Saugeen Beach; telephone attendance with B. Blay re: position of J. Gdak re: disclosure of information to Cleaflo and instructions re: appealing judgment of Justice Dietrich re: guarantee; email to J. Wiebe re: same; telephone attendance with D. Smith re: appeal of M. Gdak on Justice Dietrich and expediting of appeal re: same; conference call with J. Wiebe re: same; email to B. Blay re: comments on draft judgment prepared by Cohen Highley; engaged on review of same; discussion with J. Wiebe re: approach to take regarding same.
Jun 9, 2021	A. MacFarlane	0.20	Email to and from P. Clarke and C. Savo.
Jun 9, 2021	C. Savo	0.70	Reviewed and considered memo and underlying materials re consumer goods security review; email correspondence from and with C. Chien re same.
Jun 9, 2021	D.O. Smith	0.30	Call with Roger Jaipargas and Receiver re appeal of order as against Jaimee Gdak.
Jun 9, 2021	G. Wang	1.50	Re sale of 157 Saugeen Beach Road - attend conference call with BLG team re closing, funding and outstanding closing documents; attend to funding matters; telephone call with X. Yan re vesting order and flow of funds; amend E-reg Application for Vesting Order; emails from BLG team and Purchaser's counsel re closing documents.
Jun 9, 2021	X. Yan	2.00	Dealing with closing matters for SB property; provided comments on the draft closing docs; discussed with BLG team re Old Post property APS schedules; dealing with closing matters for SB property.

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Jun 10, 2021	C. Chien	1.10	Reviewed and revised security opinion (with respect to real property assets) and conducted research with respect to priority of security held by secured creditors and unsecured creditors, and the effectiveness of unregistered security interest in real property as against an insolvency official.
Jun 10, 2021	J.L. Francis	0.40	Submitted a Receivers Certificate to the court to be e-filed.
Jun 10, 2021	P. Ghaemi	4.30	Correspondence with the Purchaser's counsel and J. Wiebe regarding the closing of 157 Saugeen; Coordinate closing signatures and wire transfers; Prepare letter of direction to the listing agent regarding release of the Deposit.
Jun 10, 2021	R. Jaipargas	1.40	Emails from and to J. Simpson re: expediting the J. Gdak appeal and comments on judgment from Clearflow; emails to and from B. Blay re: revised judgment on the guarantee action; telephone attendance with B. Blay re: prospect of an expedited appeal; numerous emails to and from P. Ghaemi re: receiver's certificate on Saugeen beach closing; emails to and from A. Gasparini re: filing of same; email from each of B. Blay and J. Wiebe in connection with J. Gdak living expenses; email from E. D'Agastino in connection with J.B. Construction lien; emails to and from J. Wiebe in connection with living expenses for the Gdaks; email from B. Blay re: position of Coheen Highley and Lerner re: production of Gdak information.
Jun 10, 2021	D. Major	0.80	Discussion with D. Boan regarding timeliness of the liens on the Saugeen Beach property; review and consider email and shop drawings from counsel for JBC; review and consider Ace invoices regarding whether their work constitutes a lienable interest; email memo to R. Jaipargas regarding the validity of JBC and Ace's claims for lien.
Jun 10, 2021	D.O. Smith	0.30	Reviewing emails amongst counsel re form of order.
Jun 10, 2021	G. Wang	0.80	Re sale of 157 Saugeen Beach Road - attend to closing and funding matters.

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Jun 10, 2021	X. Yan	0.90	Attended to closing matters.
Jun 11, 2021	C. Chien	1.00	Reviewed and revised security opinion (with respect to personal property assets) and provided comments with respect to issues of the characterization of such assets as consumer goods and the perfection of ClearFlow's security interest.
Jun 11, 2021	R. Jaipargas	0.50	Email from D. Major re: further information obtained from the lien complaints; email from J. Heimpel re: position of Ace Lawn Care in connection with motion on June 14; email to and from J. Heimpel re: same; emails to and from A. Gasparini re: filing of the Saugeen Beach receiver's certificate.
Jun 11, 2021	C. Savo	0.90	Email correspondence from and with C. Chien re consumer goods research; prepared and revised draft security review re personal property assets; email correspondence from and with C. Chien re same.
Jun 11, 2021	X. Yan	0.50	Attended to post closing matters for SB property; considered and provided comments on Old Post property APS.
Jun 12, 2021	C. Savo	0.20	Email correspondence with R. Jaipargas, C. Mason and D. Bird re supplemental security review.
Jun 13, 2021	P. Ghaemi	1.80	Revise/Update Agreement of Purchase and Sale for the sale of 265 Old Post Road.
Jun 13, 2021	R. Jaipargas	1.50	Emails from and to C. Savo re: draft security review on the Personal Property Assets; engaged on review of Motion Record of Receiver, Statement of Law and Confidential Brief for Motion on June 14 in connection with the approval of the Colby transaction; prepare for court re: same.
Jun 13, 2021	X. Yan	0.80	Reviewed draft BLG opinion re ClearFlow security review, considered relevant issues and provided comments.
Jun 14, 2021	D. Bird	1.30	Review research on consumer goods; review and revise draft opinion letter to Grant Thornton.
Jun 14, 2021	A. Gasparini	0.40	Call with R. Jaipargas, draft counsel slip and email Cavangh J; email court clerks for entry and issuance of AVO.

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Jun 14, 2021	P. Ghaemi	2.50	Revise security review opinion regarding the real property of Trigger; Call with X. Yan regarding the revisions.
Jun 14, 2021	P. Ghaemi	0.80	Revise/Update Agreement of Purchase and Sale for the sale of 265 Old Post Road.
Jun 14, 2021	R. Jaipargas	4.30	Engaged on review of security review letter for personal property assets; email to D. Bird re: same; attend at court in connection with motion for the Approval and Vesting Order on the Colby Drive transaction; subsequent discussion with A. Gasparini re: counsel slip to be sent to the court; email from Justice Kavanaugh re: Order and Endorsement; review same; instructions to A. Gasparini re: entering Order; review memo from C. Chien re: consumer goods regarding personal property assets security opinion; emails to X. Yan re: AVO obtained for Colby; emails to and from J. Simpson re: Clearflow position on June 14 Motion; emails to and from J. Clayton in connection with link for the Zoom hearing; email to J. Squire in connection with information required on M. Gdak computers and cell phone; conference call with J. Wiebe re: various issues including closing of Colby Transaction; email from Lerner and Coheen Highley re: disclosure of information to Clearflow of information obtained from J. Gdak computers and approach to take re: same; discussion with A. MacFarlane re: same.
Jun 14, 2021	X. Yan	1.00	Discussed comments on BLG opinion on real property security review for Clear Flow; provided comments on APS for Old Post property and reviewed revised APS and provided comments.
Jun 15, 2021	D. Bird	0.50	Consider opinion on security interest over Personal Property Assets.
Jun 15, 2021	A. Gasparini	0.20	Send order to service list.

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Jun 15, 2021	R. Jaipargas	0.40	Emails from and to A. Gasparini re: issued and entered Order of June 14; emails to and from X. Yan in connection with Colby closing; emails from X. Yan and F. Rohman re: same; emails from B. Blay re: finalizing Judgment on J. Gdak appeal on guarantee action; review revised form of Judgment re: same.
Jun 15, 2021	C. Savo	0.10	Email correspondence from and with D. Bird re draft security review opinion re Personal Property Assets.
Jun 15, 2021	X. Yan	0.40	Dealing with Colby closing docs and closing matters.
Jun 16, 2021	D. Bird	1.40	Consider further amendments to draft opinion letter; discuss with R. Jaipargas.
Jun 16, 2021	R. Jaipargas	3.10	Engaged on review of the Opinion for Personal Property Security; review comments from D. Bird re: same; and further changes required to Personal Property Opinion; conference call with D. Bird re: same; emails to and from J. Wiebe re: possible examination of P. Searles; email to and from D. Smith and J. Wiebe re: same; emails to and from J. Simpson re: distribution issues; conference call with J. Wiebe re: personal property opinion and high level summary re: same; emails to and from X. Yan on real property opinion and status of same.
Jun 16, 2021	C. Mason	0.50	Reviewing security review re consumer goods.
Jun 16, 2021	X. Yan	0.50	Dealing with Colby property closing matters including outstanding taxes; dealing with security review opinion; email re comments on old post property.
Jun 17, 2021	P. Ghaemi	0.90	Prepare a brief summary of the real property security review opinion for R. Jaipargas.
Jun 17, 2021	R. Jaipargas	1.40	Emails from and to P. Ghaemi re: real property draft security review; review email re: same; conference call with J. Simpson, J. Wiebe and G. Petersen on status of distributions in the receivership estate and various issues re: same; emails to and from J. Simpson re: same.

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Jun 18, 2021	R. Jaipargas	0.50	Emails from and to G. Peterson re: distribution issues from the Trigger receivership proceedings; engaged on review of email from P. Ghaemi regarding real property security; emails from and to J. Squire in connection with undertakings from M. Gdak and information from Digital on M. Gdak; email to J. Wiebe re: final opinion on the personal property assets.
Jun 18, 2021	X. Yan	0.20	Emails with MT re Colby property closing docs.
Jun 20, 2021	P. Ghaemi	2.20	Revise/Update the real property security review opinion for Trigger; Call with R. Jaipargas and X. Yan regarding the revisions.
Jun 20, 2021	P. Ghaemi	3.00	Draft/Revise the closing documents for 652 Colby Drive.
Jun 20, 2021	R. Jaipargas	2.60	Engaged on review and consideration of real property opinion in connection with the scope of the ClearFlow security; emails to and from X. Yan re same; telephone attendance with X. Yan and P. Ghaemi re comments on the real property opinion and changes required re: same.
Jun 20, 2021	X. Yan	1.40	Discussed with BLG team re ClearFlow real property security review and BLG opinion; reviewed condo lien issue on the Old Post property and considered same.
Jun 21, 2021	P. Ghaemi	1.30	Revise/Update the real property security review opinion for Trigger.
Jun 21, 2021	P. Ghaemi	0.80	Revise/Update schedules to the Agreement of Purchase and Sale for the sale of 265 Old Post Road.
Jun 21, 2021	P. Ghaemi	0.60	Draft/Revise the closing documents for 652 Colby Drive.
Jun 21, 2021	R. Jaipargas	1.00	Emails to and from X. Yan re: condo lien for Old Post Road; conference call with A. MacFarlane re: real property security opinion and changes required to same.
Jun 21, 2021	A. MacFarlane	0.60	Telephone attendance with R. Jaipargas to discuss facts and issues regarding Bank's security with regarding to Trigger properties.
Jun 21, 2021	A. MacFarlane	0.20	Review of May 31 Order and Endorsement.
Jun 21, 2021	A. MacFarlane	0.40	Review of revised opinion.
Jun 21, 2021	A. MacFarlane	0.40	Email to R. Jaipargas re amendments to opinion.
Jun 21, 2021	A. MacFarlane	0.10	Follow-up attendance with R. Jaipargas.

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Jun 21, 2021	X. Yan	1.40	Discussed and provided comments on BLG opinion re condo lien on old post property; emails re old post property APS; reviewed draft closing docs for Colby APS, and provided comments.
Jun 22, 2021	P. Ghaemi	1.00	Correspondence with Purchaser's counsel and G. Wang regarding the closing of 652 Colby Drive.
Jun 22, 2021	R. Jaipargas	2.40	Engaged on review of the revised real property opinion; emails to and from P. Ghaemi re: same; conference call with J. Simpson, J. Petersen and J. Wiebe re: distribution issues and real property opinion; various other matters in connection with the Trigger Wholesale; review comments from A. MacFarlane on the real property opinion; subsequent call with J. Wiebe re: HST refunds and other matters.
Jun 22, 2021	D. Major	1.30	Draft construction lien section for the security opinion.
Jun 22, 2021	D.O. Smith	0.30	Emails among Roger Jaipargas and Receiver re undertakings, further examinations and DEI searches.
Jun 22, 2021	G. Wang	0.50	Re sale of property at 652 Colby Drive – emails with X. Yan and P. Ghaemi re Vesting Order and closing; prepare E-reg Application for Vesting Order; message E-reg draft to Purchaser's counsel.
Jun 22, 2021	X. Yan	0.50	Emails re Colby property closing docs; reviewed revised BLG opinion re Clearflow security review.
Jun 23, 2021	A. Gasparini	0.10	Email B. Blay re respond commercial list inquiry.
Jun 23, 2021	R. Jaipargas	0.70	Email from D. Major re: comments on the real property opinion and review same, review the Notice of Appeal and Appellant Certificate from B. Blay re: J. Gdak appeal of the judgment on the guarantee and email to J. Wiebe re: same.
Jun 24, 2021	D. Bird	1.10	Consider security over Real Property.
Jun 24, 2021	P. Ghaemi	1.80	Revise/Update the real property security review opinion for Trigger; Call with R. Jaipargas regarding the revisions.

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Jun 24, 2021	R. Jaipargas	0.80	Telephone attendance with D. Smith re: appeal by J. Gdak and next steps on same, email from D. Smith to J. Squire on undertaking from M. Gdak examination and information on M. Gdak computers and discussions with D. Smith re: same, email from B. Blay re: final judgment on the guarantee action and telephone attendance with P. Ghaemi on changes to real property opinion.
Jun 24, 2021	C. Savo	0.10	Email correspondence with D. Bird re real property security review.
Jun 24, 2021	D.O. Smith	0.40	Reviewing notice of appeal from Jaimee Gdak and meeting with Roger Jaipargas re same.
Jun 24, 2021	D.O. Smith	0.10	Email to counsel for Mark Gdak re outstanding information and undertakings.
Jun 25, 2021	D. Bird	1.50	Review draft opinion letter on the Real Property.
Jun 25, 2021	P. Ghaemi	1.50	Correspondence with Purchaser's counsel and J. Wiebe regarding the closing of 652 Colby Drive; Coordinate closing signatures and wire transfers.
Jun 25, 2021	R. Jaipargas	0.40	Telephone attendance with D. Smith on M. Gdak undertakings and approach to take on same, email from B. Blay re: final judgment issued in guarantee action, email to J. Wiebe re: same, email to D. Major re: invoices for contractors on Saugeen property to be provided to the receiver in connection with HST returns.
Jun 25, 2021	D.O. Smith	0.30	Meeting with Roger Jaipargas re outstanding information from Mark Gdak.
Jun 25, 2021	G. Wang	0.10	Re sale of 652 Colby Drive – emails from X. Yan and P. Ghaemi re closing documents.
Jun 25, 2021	X. Yan	0.50	Emails re closing docs and closing matters.
Jun 28, 2021	D. Bird	1.40	Continue to review real estate opinion.
Jun 28, 2021	A. Gasparini	0.20	Send receiver's certificate to round clerk for submission; send filed stamped receiver's certificate to P. Ghaemi.
Jun 28, 2021	P. Ghaemi	2.80	Correspondence with Purchaser's counsel and J. Wiebe regarding the closing of 652 Colby Drive; Coordinate closing signatures and wire transfers.
Jun 28, 2021	P. Ghaemi	1.30	Revise/Update the real property security review opinion for Trigger.

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Jun 28, 2021	R. Jaipargas	0.10	Email from to P. Ghaemi and J. Wiebe on Colby closing and the filing of the Receiver's certificate.
Jun 28, 2021	G. Wang	0.30	Re sale of 652 Colby Drive – finalize E-reg Application for Vesting Order; correspondence re closing matters.
Jun 28, 2021	L. White	0.40	E-filed a Receiver's Certificate to the Commercial court for filing.
Jun 28, 2021	X. Yan	0.80	Attended to closing matters for the Colby property.
Jun 29, 2021	D. Bird	2.10	Continue to consider real property opinion letter and make revisions.
Jun 29, 2021	P. Ghaemi	2.90	Revise/Update the real property security review opinion for Trigger; Call with D. Bird regarding the revisions.
Jun 29, 2021	R. Jaipargas	1.30	Conference call with D. Bird re: real property opinion and changes required to same and issue of equitable mortgage, emails from and to D. Bird on same and emails from and to P. Ghaemi re: closing for Colby Drive.
Jun 30, 2021	D. Bird	0.70	Review revised real property opinion.
Jun 30, 2021	R. Jaipargas	2.70	Telephone attendance with P. Ghaemi re: final security review on Trigger Real Property and engaged on finalizing same and email to J. Wiebe re: same, emails from and to D. Major and D. Boan on Construction Lien matters and conference call with D. Boan and D. Major re: Ace and JB lien claims and approach to take on same, conference call with J. Wiebe re: same and various other matters including timing of AVO for Old Post Road.
Jun 30, 2021	D. Major	1.40	Exchange correspondence with Mr. Wiebe and R. Jaipargas regarding the invoices submitted by Ace and JBC on the cottage property; discussion with R. Jaipargas and D. Boan regarding next steps in addressing the construction lien actions.
Jun 30, 2021	D.O. Smith	0.10	Email to counsel for Mark Gdak re status of information requested.
Jun 30, 2021	X. Yan	0.40	Reviewed revised BLG opinion for ClearFlow security, considered same and provided comments.

TO OUR FEES

\$ 97,179.00

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

Grant Thornton LLP
Re: Trigger Wholesale

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FEE SUMMARY

<u>Timekeeper</u>	<u>Hours</u>	<u>Avg. Rate/Hr.</u>	<u>Amount</u>
D. Bird	10.00	\$ 860.00	\$ 8,600.00
C. Chien	13.10	470.00	6,157.00
J.L. Francis	0.80	275.00	220.00
A. Gasparini	4.40	260.00	1,144.00
P. Ghaemi	63.60	420.00	26,712.00
R. Jaipargas	37.20	900.00	33,480.00
A. MacFarlane	1.90	990.00	1,881.00
D. Major	5.20	490.00	2,548.00
C. Mason	2.80	780.00	2,184.00
C. Savo	2.40	565.00	1,356.00
D.O. Smith	2.20	690.00	1,518.00
G. Wang	5.00	315.00	1,575.00
L. White	0.40	275.00	110.00
X. Yan	14.80	655.00	9,694.00
	<u>163.80</u>		<u>\$ 97,179.00</u>

DISBURSEMENTS:

Non-Taxable

Bank Service Charges (Non-taxable)	\$46.00
Certificates	84.25
Notice of Motion	320.00
Taxes	18.12
Teraview Search Fees	61.00
	<u>529.37</u>

Total Non-Taxable Disbursements

529.37

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<u>Taxable</u>	G=GST; Q=QST; H=HST; P=PST	
Binding Charges	16.35	H
Copies	326.70	H
Courier	44.06	H
Ministry of Transport Search	14.00	H
Tax Certificates & Searches	71.23	H
Teraview Search Fees	139.30	H
Total Taxable Disbursements	611.64	
Total Disbursements		1,141.01
Total Fees and Disbursements		98,320.01
HST on Fees and Taxable Disbursements		12,712.79
TOTAL THIS INVOICE		\$ 111,032.80



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July 12, 2021
Invoice # 697996054
RJ/RJ

Re: Trigger Wholesale

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REMITTANCE COPY

Fees	\$ 97,179.00
Disbursements	1,141.01
HST on Fees and Taxable Disbursements	12,712.79
Total this Invoice	<u>\$ 111,032.80</u>

PLEASE REFER TO PAYMENT OPTIONS PAGE FOR REMITTANCE INFORMATION.



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August 5, 2021

Attention: Jake Wiebe
Senior Vice President

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Re: Trigger Wholesale

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PROFESSIONAL SERVICES rendered to July 31, 2021 in connection with the above matter as described in the attached.

Fees	\$ 48,813.00
Disbursements	0.00
HST on Fees and Taxable Disbursements	6,345.69
Total this Invoice	<u><u>\$ 55,158.69</u></u>

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

BORDEN LADNER GERVAIS LLP

Borden Ladner Gervais LLP

For: Roger Jaipargas

Grant Thornton LLP
Re: Trigger Wholesale

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PROFESSIONAL SERVICES RENDERED to July 31, 2021

Jun 30, 2021	D.A. Boan	0.40	Attend on conference call with R. Jaipargas regarding status of matter and next steps/strategy regarding lien claims.
Jul 2, 2021	D.A. Boan	0.40	Review and consider documentation provided by counsel for the lien claimants to support their claims.
Jul 5, 2021	R. Jaipargas	4.40	Engaged on preparing the draft Notice of Motion and draft Ancillary Order in connection with motion to approve the Old Post Road transaction; discussion with D. Smith re: precise relief sought against M. Gdak in connection with undertakings; emails to and from D. Smith re: revised Notice of Motion; email to J. Wiebe in connection with draft Notice of Motion; prepare Statement of Law for sale of Old Post Road property; email from J. Squire in connection with status of undertakings on M. Gdak examination; telephone attendance with A. Gasparini re: instructions on preparing Confidential Brief and Fee Affidavit for next motion.
Jul 5, 2021	D.O. Smith	0.20	Meeting with Roger Jaipargas re upcoming motion.
Jul 5, 2021	D.O. Smith	0.50	Drafting and revising notice of motion.
Jul 5, 2021	D.O. Smith	0.10	Email from counsel for Mark Gdak re production of records.
Jul 6, 2021	R. Jaipargas	1.40	Engaged on drafting the AVO for the Motion to approve Old Post Road; further revisions to the Notice of Motion and Ancillary Order re: same; email to P. Ghaemi re: draft Motion materials for Old Post Road sale approval.
Jul 6, 2021	X. Yan	0.40	Reviewed draft the Notice of Motion and AVO for old post and considered same.
Jul 8, 2021	P. Ghaemi	0.30	Correspondence with X. Yan regarding the sale of the Old Post Road property.

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Jul 8, 2021	R. Jaipargas	1.50	Emails from and to P. Ghaemi re: status of review of draft Notice of Motion and AVO; conference call with J. Wiebe re: relief sought at next motion and status of APS for Old Post Road and next steps in connection with various matters in the Trigger receivership proceedings; email from J. Squire re: information on Gdak computers; emails to and from J. Wiebe on APS for Old Post Road; review same; emails to and from D. Smith in connection with information from M. Gdak computers.
Jul 8, 2021	D.O. Smith	0.20	Email to and from counsel for Gdak re production of records.
Jul 8, 2021	X. Yan	0.90	Reviewed APS for old post property; emails re draft AVO etc.; provided comments and considered next steps.
Jul 9, 2021	K. Friedman	0.50	Provide assessment of the privilege search protocol adopted by Leners.
Jul 9, 2021	P. Ghaemi	1.40	Review the Approval and Vesting Order and the Notice of Motion re: 265 Old Post Rd, and add the real property schedules to same.
Jul 9, 2021	R. Jaipargas	0.10	Email from and to D. Smith re: information on Gdak computers; email from K. Friedman re: same.
Jul 9, 2021	D.O. Smith	0.20	Reviewing advise re protocol re production of records.
Jul 9, 2021	D.O. Smith	0.10	Email to receiver re advise re protocol re production of records.
Jul 10, 2021	P. Ghaemi	1.80	Review the Approval and Vesting Order and the Notice of Motion re: 265 Old Post Rd, and add the real property schedules to same.
Jul 11, 2021	P. Ghaemi	0.30	Correspondence with X. Yan and R. Jaipargas regarding the sale of the Old Post Road property.
Jul 11, 2021	X. Yan	0.70	Reviewed revised AVO notice of motion, considered same and provided comments.

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Jul 12, 2021	R. Jaipargas	1.60	Emails from J. Squire in connection with answers to undertakings on examination of M. Gdak; engaged on review of same; emails to and from D. Smith re: same; telephone attendance with D. Smith re: scope of answers to the undertakings provided by J. Squire and issue of M. Gdak computers and cell phones; subsequent discussion with J. Wiebe and D. Smith re: same; emails to and from P. Ghaemi re: revised versions of the Notice of Motion and AVO and comments on same; review same; email from D. Smith to J. Simpson re: answers to the undertaking provided by M. Gdak.
Jul 12, 2021	D.O. Smith	0.50	Email from counsel to Mark Gdak and reviewing answers to undertakings.
Jul 12, 2021	D.O. Smith	0.60	Call with Roger Jaipargas and Receiver, email to counsel for Gdak re information from computer and cell phone and email to counsel for Clearflow re undertakings.
Jul 13, 2021	D.A. Boan	0.50	Review and consider documents regarding amounts properly claimable by the lien claimants.
Jul 13, 2021	P. Ghaemi	0.20	Correspondence with J. Kanji regarding the condominium consent for the sale of the Old Post Road property.
Jul 13, 2021	R. Jaipargas	1.60	Engaged on revisions to the Notice of Motion, Approval and Vesting Order and Ancillary Order re: motion to approve the Old Post Road transaction and for a distribution to Clearflow; email to J. Wiebe re: same; emails to and from B. Blay on the Gdak living expenses.
Jul 13, 2021	D. Major	0.10	Exchange correspondence with D. Boan regarding status of progression of the review.
Jul 13, 2021	X. Yan	0.20	Emails re AVO and related matters for Old Post property; considered o/s matters for old post closing.
Jul 14, 2021	P. Ghaemi	0.50	Correspondence with purchaser's counsel regarding the Approval and Vesting Order for the sale of the Old Post Road property; call with R. Jaipargas regarding the draft Statement of Law.

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Jul 14, 2021	R. Jaipargas	2.40	Emails from and to J. Wiebe and P. Ghaemi in connection with Old Post Road transaction and timing for Motion to approve same; discussion with J. Wiebe re: same; email to the commercial list office re: court dates; email to P. Ghaemi re: providing a copy of the AVO to counsel for the purchaser of Old Post Road; further revisions to the draft motion materials in connection with the motion to approve the Old Post Road transaction; updates to same; conference call with P. Ghaemi re: Factum required for motion for a distribution to Clearflow; email to Torkin, Coheen Highley and Lerner re: August 3 court date for hearing of the next motion and seeking agreement in connection with request form.
Jul 14, 2021	A. MacFarlane	0.20	Telephone attendance with R. Jaipargas to discuss Motion to approve distribution to RBC.
Jul 14, 2021	D. Major	0.30	Exchange correspondence with D. Boan in preparation for conference call with R. Jaipargas to discuss next steps.
Jul 15, 2021	D.A. Boan	1.50	Further review claims for lien and Construction Act and consider client options; attend on conference call with R. Jaipargas, D. Major and Mr. Wiebe regarding review of liens, strategy and next steps.
Jul 15, 2021	R. Jaipargas	2.20	Emails from and to the commercial list office, B. Blay and J. Squire in connection with scheduling court date for August 3, 2021 for court approval of the Old Post Road transaction; conference call with B. Blay re: same; conference call with D. Boan, D. Major and J. Wiebe in connection with construction lien claims; instructions from J. Wiebe re: same.
Jul 15, 2021	D. Major	1.60	Perform case law research regarding mortgage priorities against claims for lien; prepare for and attend conference call with Mr. Wiebe regarding next steps in addressing the claims for lien.
Jul 16, 2021	D.A. Boan	0.40	Review and consider email from D. Major with attached summary of initial review of invoices.

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Jul 16, 2021	R. Jaipargas	0.10	Email to B. Blay and J. Squire in connection with scheduling next motion on Commercial list re: sale of Old Post Road property.
Jul 16, 2021	D. Major	1.10	Review and consider Ace's contract accounting and revise tracking chart to address items in which Ace has not properly liened; draft corresponding memo regarding Ace's contract accounting.
Jul 17, 2021	P. Ghaemi	3.80	Draft Statement of Law regarding a distribution to ClearFlow from the proceeds of the sale of the real property of Trigger.
Jul 18, 2021	P. Ghaemi	4.50	Draft Statement of Law regarding a distribution to ClearFlow from the proceeds of the sale of the real property of Trigger.
Jul 19, 2021	D.A. Boan	0.60	Review and consider summary of review of invoices and potentially lienable work and materials.
Jul 19, 2021	P. Ghaemi	5.30	Draft Statement of Law regarding a distribution to ClearFlow from the proceeds of the sale of the real property of Trigger.
Jul 19, 2021	R. Jaipargas	1.90	Emails to and from J. Squire and B. Blay re: proposed motion for approval of Old Post Road transaction and scheduling same; emails to and from Alsou at the Commercial List re: court date and language for court Order dealing with the receiver to disclose information to Clearflow; emails to and from D. Major re: construction lien claims; email to J. Wiebe re: contents of Fifth Report and timing for same; conference call with B. Blay re: issue of expediting the appeal and scheduling of Old Post Road Approval and Vesting Order Motion; emails from each of J. Squire, B. Blay in connection with same; telephone attendance with J. Simpson re: same.
Jul 19, 2021	D. Major	1.50	Exchange correspondence with R. Jaipargas regarding the JBC Colby lien.
Jul 20, 2021	D.A. Boan	0.20	Review and consider emails from R. Jaipargas and D. Major regarding follow up on supporting lien documents, including statements of claim.

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Jul 20, 2021	P. Ghaemi	4.00	Draft Statement of Law regarding a distribution to ClearFlow from the proceeds of the sale of the real property of Trigger.
Jul 20, 2021	R. Jaipargas	0.70	Emails to and from D. Major on construction lien issues; review previous emails from lien claimants re: Statements of Claim served to date.
Jul 20, 2021	D. Major	0.20	Exchange correspondence with R. Jaipargas regarding service of the JBC claim for lien for the Colby project.
Jul 21, 2021	P. Ghaemi	3.50	Draft Statement of Law regarding a distribution to ClearFlow from the proceeds of the sale of the real property of Trigger; correspondence with R. Jaipargas regarding the draft.
Jul 21, 2021	R. Jaipargas	0.30	Emails to and from Alsou at the commercial list re: dates for hearing of the Motion to approve the Old Post Road transaction; telephone attendance with J. Wiebe re: same; email from counsel involved in the matter.
Jul 22, 2021	R. Jaipargas	1.80	Email from P. Ghaemi re: draft Statement of Law for the motion for the approval of the Old Post Road transaction and a distribution to Clearflow; emails to and from Alsou at the Commercial List re: dates for scheduling Motion; engaged on review and consideration of draft Statement of Law and revisions to same.
Jul 23, 2021	R. Jaipargas	0.60	Emails from and to the Commercial List office re: scheduling of the Motion for the approval of Old Post Road sale transaction; conference call with B. Blay re: same.
Jul 26, 2021	R. Jaipargas	0.90	Emails to and from Alsou in connection with scheduling Motion for Old Post Road transaction; engaged on further emails with counsel re: dates; conference call with J. Wiebe re: same; emails to and from counsel in connection with scheduling next court hearing.
Jul 27, 2021	A. Gasparini	0.30	Receive instructions from R. Jaipargas and send zoom meeting to service list.

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Jul 27, 2021	R. Jaipargas	1.90	Emails from and to Alsou at the Commercial List re: scheduling a 9:30 chambers appointment for July 28 re: approval of the Old Post Road transaction; various emails to and from counsel re: same; email to the Service List re same; review the 9:30 request form; emails to and from J. Simpson in connection with call required to discuss status of Trigger receivership proceedings; conference call with J. Simpson re: various matters in Trigger receivership proceedings and distribution to Clearflow and appeal by J. Gdak of the judgment on the guarantee; conference call with J. Wiebe re: outcome of discussions with J. Simpson and various issues to consider regarding the receivership proceedings on a go-forward basis.
Jul 28, 2021	R. Jaipargas	2.90	Emails to and from counsel on the Trigger receivership matter re: proposed dates for hearing of motion to approve the Old Post Road transaction and for a distribution to Clearflow; emails to and from X. Yan re: closing date for Old Post Road; telephone attendance with X. Yan re: same; emails to and from J. Wiebe in connection with approach to take re: distribution to Clearflow; attend at 9:30 chambers appointment before Justice Koehnen re: scheduling of a motion for a sale approval and distribution in the Trigger receivership proceedings; discussion with A. Gasparini re: requirement to deliver Zoom invitation to service list for next hearing on August 20; reporting email to J. Wiebe re: same; telephone attendance with J. Wiebe re: outcome of hearing and contents of next Report of the Receiver; further review of draft Statement of Law.
Jul 28, 2021	X. Yan	0.20	Considered and discussed old post closing matters.
Jul 29, 2021	D.A. Boan	0.30	Review and consider updated summary chart of review of contractors' invoicing.
Jul 29, 2021	A. Gasparini	0.20	Send zoom invite to service list for motion.

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Jul 29, 2021	R. Jaipargas	1.00	Emails to D. Major re: status of construction lien claims; emails to and from J. Wiebe re: draft Fifth Report of the Receiver in connection with the August 20 Motion; email from B. Blay in connection with Factum and Book of Authority on J. Gdak appeal; conference call with C. Chien re: instructions on research required in connection with possible distribution to Clearflow.
Jul 29, 2021	D. Major	0.10	Review and consider email from R. Jaipargas and email D. Boan regarding analysis of JBC and Ace invoices.
Jul 30, 2021	R. Jaipargas	4.30	Engaged on review and revisions to the Fifth Report of the Receiver re: Motion on August 20 for an AVO for the Old Post Road transaction and for a distribution to Clearflow; email to J. Wiebe re: timing for service of the Motion Record and fee approval issues; email from B. Blay re: certificate of perfection; review same; review Factum of J. Gdak re: appeal of guarantee judgment.

TO OUR FEES

\$ 48,813.00

FEE SUMMARY

<u>Timekeeper</u>	<u>Hours</u>	<u>Avg. Rate/Hr.</u>	<u>Amount</u>
D.A. Boan	4.30	\$ 780.00	\$ 3,354.00
K. Friedman	0.50	620.00	310.00
A. Gasparini	0.50	260.00	130.00
P. Ghaemi	25.60	420.00	10,752.00
R. Jaipargas	31.60	900.00	28,440.00
A. MacFarlane	0.20	990.00	198.00
D. Major	4.90	490.00	2,401.00
D.O. Smith	2.40	690.00	1,656.00
X. Yan	2.40	655.00	1,572.00
	<u>72.40</u>		<u>\$ 48,813.00</u>

PAYABLE ON RECEIPT

INTEREST AT THE RATE OF 0.5% PER ANNUM MAY BE CHARGED ON ACCOUNTS WHICH ARE OVERDUE

GST/HST REGISTRATION # R869096974RT0001



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Grant Thornton LLP
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Page 10

Total Fees and Disbursements	48,813.00
HST on Fees and Taxable Disbursements	6,345.69
TOTAL THIS INVOICE	\$ 55,158.69



Borden Ladner Gervais LLP
Lawyers | Patent & Trade-mark Agents
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada M5H 4E3
T 416.367.6000 F 416.367.6749
blg.com

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

August 5, 2021
Invoice # 698005336
RJ/RJ

Re: Trigger Wholesale

File No: 547730/000032

REMITTANCE COPY

Fees	\$ 48,813.00
Disbursements	0.00
HST on Fees and Taxable Disbursements	6,345.69
Total this Invoice	\$ 55,158.69

PLEASE REFER TO PAYMENT OPTIONS PAGE FOR REMITTANCE INFORMATION.

EXHIBIT B

This is the Exhibit marked "B" referred to
in the Affidavit of Christine Mason,
sworn before me this 6th day of August, 2021.

A handwritten signature in blue ink, appearing to read "Richard J. Davis", is written over a horizontal line.

A Commissioner for Taking Affidavits

EXHIBIT “B”
Summary of Fees and Disbursements of Borden Ladner Gervais LLP
for the period from May 1, 2021 to July 31, 2021

Name of Professional	Total Hours Billed	Avg. Hourly Rate (\$/Hr) (2021)	Total Amount Billed
White, Larry	0.80	\$275.00	\$220.00
Francis, Janice L.	0.80	\$275.00	\$220.00
Boan, Daniel A.	4.30	\$780.00	\$3,354.00
Smith, Douglas O.	10.90	\$690.00	\$7,521.00
Hughes, Kimberley	0.40	\$350.00	\$140.00
Jaipargas, Roger	131.80	\$900.00	\$118,620.00
Wang, Grace	5.00	\$315.00	\$1,575.00
Bird, Donald G.	16.00	\$860.00	\$13,760.00
Yan, Xue	33.50	\$655.00	\$21,942.50
Major, David	11.60	\$490.00	\$5,684.00
Savo, Christopher	12.90	\$565.00	\$7,288.50
Whitehouse, Lindsey	0.20	\$250.00	\$50.00
MacFarlane, Alex	2.10	\$990.00	\$2,079.00
Mason, Christine	12.40	\$780.00	\$9,672.00
Gasparini, Adriana	10.90	\$260.00	\$2,834.00
Friedman, Kelly	2.80	\$620.00	\$1,736.00
Ghaemi, Peyman	123.50	\$420.00	\$51,870.00
Chien, Charlotte	14.40	\$470.00	\$6,768.00
Total Hours/Average Rate/Total Fees	394.30	\$647.56	\$255,334.00
Total Disbursements			\$2,505.45
Total Fees and Disbursements excluding Tax			\$257,839.45
Taxes (GST/HST)			\$33,407.06
Total Fees and Disbursements including Tax			\$291,246.51

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale, INC. et al.

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDINGS COMMENCED AT TORONTO

AFFIDAVIT OF CHRISTINE MASON

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, Ontario M5H 4E3
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Lawyers for Grant Thornton Limited, in its capacity as Court-appointed Receiver of Trigger Wholesale, Inc. and The En Cadre Group Inc.

Appendix 24

**IN THE MATTER OF THE RECEIVERSHIP OF TRIGGER WHOLESALE INC., THE ENCARDE GROUP AND
PROPERTIES OWNED BY JAIMAK REAL PROPERTIES INC. AND JAMIEE GDAK
INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD ENDING JULY 31, 2021**

Receipts - Real Property

Proceeds from sale of Real Property	\$ 8,641,203	
HST Collected on sale of Saugeen Beach Road	488,938	
Gross Sale Proceeds on Real Property		\$ 9,130,141

Receipts - Other Property and Assets

Proceeds from sale inventory and other assets	\$ 1,349,671	
Personal Property Assets	843,093	
Accounts receivable collection	394,915	
HST collected	284,452	
Receiver's Certificate advance	70,984	
Refunds	57,367	
Cash in bank	40,156	
HST refund	24,599	
Interest income	238	
		\$ 3,065,475

Total Cash Receipts **\$ 12,195,616**

Disbursements

Real Property Sales Commissions	\$ 342,000	
HST Remitted on Real Property Sales Commissions	44,460	
Property Tax Paid		\$ 386,460
Accrued remittance of HST collected on sale of Saugeen Beach Road		48,126
HST Remitted		488,938
Insurance		205,388
Retainers for Mark and Jaimee Gdak's counsel		112,247
Commissions		80,000
Freight/delivery		71,124
Payments to Mark and Jaimee Gdak		59,996
Storage/moving		57,180
Occupation rent		26,904
HST Paid		26,000
Change of locks & security		25,008
Outside consulting		23,873
Duty		20,867
Utilities, Repairs & Maintenance		16,044
Transfer to Trustee account (Bankruptcy)		12,079
IT Consulting		10,262
Appraisal fees		7,348
Telephone/internet		5,375
Bank charges		3,510
Ascend license fees		2,583
Advertising		550
Filing fees paid to Official Receiver		477
Receiver's fees		140
HST on Receiver's fees		746,816
Receivers counsel's fees		97,086
HST on Receivers counsel's fees		729,018
		94,515

Total Cash Disbursements **\$ 3,357,916**

Funds Available for Distribution **\$ 8,837,700**

Distributions

Canada Revenue Agency (Priority Claim)	\$ 394,583
Clearflow Commercial Finance Corp.	1,000,000
	<u>\$ 1,394,583</u>

Remaining Funds Available for Distribution **\$ 7,443,117**

Less: Holdback for Construction Liens	\$ (783,984)
Less: Holdback proceeds of sale of Personal Property Assets	(843,093)
Less: Holdback for costs to complete receivership	(500,000)

Funds Available for Distribution to Clearflow **\$ 5,316,040**

Confidential Appendix 1

(Subject to the request for a sealing order)

Confidential Appendix 2

(Subject to the request for a sealing order)

Confidential Appendix 3

(Subject to the request for a sealing order)

CLEARFLOW COMMERCIAL and
FINANCE CORP.

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

Applicant

Respondents

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

**FIFTH REPORT OF THE RECEIVER,
GRANT THORNTON LIMITED**

BORDEN LADNER GERVAIS LLP
Barristers and Solicitors
East Tower, Bay Adelaide Centre
22 Adelaide St West #3400
Toronto, ON M5H 4E3

Roger Jaipargas
Tel: (416) 367-6266
Email: rjaipargas@blg.com
(LSO #43275C)

Lawyers for Grant Thornton Limited

Tab 3

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

THE HONOURABLE	)	FRIDAY, THE 20th
	)	
MADAM JUSTICE CONWAY	)	DAY OF AUGUST, 2021

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

ORDER

THIS MOTION, made by Grant Thornton Limited (“**GTL**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) of the assets, property and undertaking of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the “**Debtors**”) and certain real property owned by each of Jaimak Real Properties Inc. or Jaimee Lynn Gdak, as set out in Schedule “A” (collectively, the “**Real Property**”) to the Order of Mr. Justice McEwen dated October 22, 2020 (the “**Appointment Order**”), for an order, for the relief as set out in the Notice of Motion dated August 12, 2021, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the fifth report of the Receiver dated August 12, 2021 (the "**Fifth Report**"), the affidavit of Jacob Wiebe sworn August 12, 2021 (the "**Wiebe Affidavit**"), the affidavit of Christine Mason sworn August 6, 2021 (the "**Mason Affidavit**") and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp, counsel for the Respondents and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served, as appears from the affidavit of Mariela Adriana Gasparini sworn August 13, 2021.

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the Fifth Report.
3. **THIS COURT ORDERS** that the Fifth Report of the Receiver and the activities of the Receiver, as described in the Fifth Report, be and are hereby approved; provided, however that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
4. **THIS COURT ORDERS** that the interim statement of receipts and disbursements as at June 30, 2021, be and is hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period May 1, 2021 to July 31, 2021, as set out in the Wiebe Affidavit, be and are hereby approved.
6. **THIS COURT ORDERS** that the fees and disbursements of Borden Ladner Gervais LLP ("**BLG**"), legal counsel to the Receiver for the period May 1, 2021 to August 31, 2021, as set out in the Mason Affidavit be and is hereby approved.
7. **THIS COURT ORDERS** that the Receiver is authorized to make a distribution to Clearflow Commercial Finance Corp. ("**Clearflow**") in the amount of \$5,300,000, from the proceeds of the Trigger Real Property, as described in the Fifth Report.

8. **THIS COURT ORDERS** that the Receiver is authorized to make a distribution to Waterloo North Condominium Corporation No. 9 in the amount of \$3,467, solely from the proceeds arising from the sale of the property located at 265 Old Post Rd, Waterloo, Ontario.

9. **THIS COURT ORDERS** that the Receiver is authorized to provide any information obtained from the computers or cell phones for each of Mark Gdak and Jaimee Lynn Gdak (the “**Information**”), or access to the Information to Clearflow.

10. **THIS COURT ORDERS** that any third party in possession or control of the Information, is authorized and directed to provide the Information, or access to the Information to Clearflow.

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

CLEARFLOW COMMERCIAL FINANCE CORP.

-and-

TRIGGER WHOLESale, INC. et al.

Applicant

Respondents

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

PROCEEDING COMMENCED AT
TORONTO

ORDER

BORDEN LADNER GERVAIS LLP

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

Tab 4

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

THE HONOURABLE	)	FRIDAY, THE 20 TH
	)	
MADAM JUSTICE CONWAY	)	DAY OF AUGUST, 2021

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**") and for certain real property owned by each of Jaimak Real Properties Inc. ("**Jaimak**") or Jaimee Lynn Gdak, for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated June 29, 2021 and accepted on June 30, 2021 (the "**Sale Agreement**") between the Receiver and Maria Elana Andrusiak Morland and Paul Arthur Alain Lemieux (collectively, the

"**Purchasers**") for the purchase and sale of a property located at 265 Old Post Rd, Waterloo, Ontario (the "**Purchased Property**") and appended to the fifth report of the Receiver dated August 12, 2021 (the "**Fifth Report**"), and vesting in the Purchasers the Debtors' and Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the Fifth Report and on hearing the submissions of counsel for the Receiver, counsel for Clearflow Commercial Finance Corp., counsel for the Purchasers and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Mariela Adriana Gasparini sworn August 13, 2021 filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Property to the Purchasers.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchasers substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' and Jaimee Lynn Gdak's right, title and interest in and to the Purchased Property described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchasers, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Gilmore dated October 13, 2020; (ii) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated October 22, 2020; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iv) those Claims listed on

Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Property are hereby expunged and discharged as against the Purchased Property.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for Land Titles Division of Waterloo (LRO#58) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchasers as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Property shall stand in the place and stead of the Purchased Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Property with the same priority as they had with respect to the Purchased Property immediately prior to the sale, as if the Purchased Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors, or Jaimee Lynn Gdak, or any bankruptcy order issued pursuant to any such applications; and

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

the vesting of the Purchased Property in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors or Jaimee Lynn Gdak, and shall not be void or voidable by creditors of the Debtors or Jaimee Lynn Gdak, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT ORDERS** that Confidential Appendices “1”, “2” and “3” to the Fifth Report be and are hereby sealed until the closing of the Transaction.

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

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20–00649154–00CL

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

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

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

Respondents

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

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated October 13, 2020, Grant Thornton Limited ("**GTL**") was appointed as the interim receiver of the undertaking, property and assets of Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Honourable Mr. Justice McEwen of the Court dated October 22, 2020, GTL was appointed as the receiver (the "**Receiver**") of the undertaking, property and

assets of the Debtors and certain real property owned by each of Jaimak Real Properties Inc. ("**Jaimak**") or Jaimee Lynn Gdak.

C. Pursuant to an Order of the Court dated August 20, 2021, the Court approved the agreement of purchase and sale dated June 29, 2021 and accepted on June 30, 2021 (the "**Sale Agreement**") between the Receiver and Maria Elana Andrusiak Morland and Paul Arthur Alain Lemieux (collectively, the "**Purchasers**") and provided for the vesting in the Purchasers of the Debtors' and Jaimee Lynn Gdak's right, title and interest in and to the property located at 265 Old Post Rd, Waterloo, Ontario (the "**Purchased Property**"), which vesting is to be effective with respect to the Purchased Property upon the delivery by the Receiver to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the Purchase Price for the Purchased Property; (ii) that the Purchasers' financing condition to Closing as set out in Schedule A to Form 101 of the Sale Agreement and the condition set out in Section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchasers has paid and the Receiver has received the Purchase Price for the Purchased Property payable on the Closing Date pursuant to the Sale Agreement;
2. The Purchasers' financing condition to Closing as set out in Schedule A to Form 101 of the Sale Agreement and the condition set out in Section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**GRANT THORNTON LIMITED, in its
capacity as Receiver of the undertaking,
property and assets of the Debtors and not in
its personal capacity**

Per:

Name:

Title:

Schedule B – Purchased Property

1. Real Property

265 Old Post Rd, Waterloo, Ontario, legally described as UNIT 3, LEVEL 1, WATERLOO NORTH CONDOMINIUM PLAN NO. 9; BLK A PL 1292; PTS 1 & 2 CTA 903 AS MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION486152; S/T RIGHT OF WAY OVER PTS 4 & 5 58R12488 AS IN LT61266; RELEASE OF EASE 443531 AS IN LT61267; T/W RIGHT OF WAY AS IN LT61268; WATERLOO, being all of PIN 23009-0003 (LT).

2. Chattels

All chattels situate on the Real Property as viewed by the Purchasers prior to the execution of the Sale Agreement, save and except for the following, which shall be excluded from the Purchased Property:

- a) Freezer in storeroom;
- b) Washer and dryer;
- c) All art;
- d) All indoor and outdoor furniture;
- e) All outdoor “potted” flowers except large planters;
- f) Water feature and supporting rocks;
- g) All items in garage including workbenches and cabinets;
- h) Guest bathroom shower curtain and rod; and
- i) Eco thermostat.

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

1. Application to Register a Court Order registered on October 23, 2020 as Instrument Number WR1292380 in favour of ClearFlow Commercial Finance Corp.;
2. Construction Lien registered on November 30, 2020 as Instrument Number WR1301358 by Ace Lawn Care Inc.;
3. Condominium Lien registered on February 22, 2021 as Instrument Number WR1319748 by Waterloo North Condominium Corporation No. 9; and
4. Certificate of Action registered on February 26, 2021 as Instrument Number WR1321474 by Ace Lawn Care Inc.

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

(unaffected by the Vesting Order)

1. any reservations, restrictions, rights of way, easements or covenants that run with the land, to the extent such reservations, restrictions, rights of way, easements or covenants are preserved by Section 44 of the Land Titles Act (Ontario);
2. any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. all laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
4. any minor easements for the supply of utility service to the Real Property or adjacent properties;
5. encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties, which surveys have been delivered to the Buyer prior to execution of the Sale Agreement, and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Real Property and survey matters generally;
6. the exceptions and qualifications set forth in the Land Titles Act (Ontario);
7. the reservations contained in the original grant from the Crown;
8. Application to Annex Restrictive Covenant registered on September 8, 1970 as Instrument Number Z432164;
9. By-Law registered on January 23, 1973 as Instrument Number 486231;
10. By-Law registered on February 12, 2001 as Instrument Number LT56788 by Waterloo North Condominium Corporation No. 9;
11. Transfer of Right-of-Way registered on May 30, 2001 as Instrument Number LT61266 by Waterloo North Condominium Corporation No. 9 in favour of The Corporation of The City of Waterloo;
12. Condominium By-Law No.3 registered on May 5, 2003 as Instrument Number LT113123 by Waterloo North Condominium Corporation No. 9;

13. Notice of Agreement (amending the By-Law registered as Instrument Number 486231) registered on May 6, 2003 as Instrument Number LT113313 by Waterloo North Condominium Corporation No. 9;
14. Condominium By-Law No.4 registered on August 10, 2004 as Instrument Number WR62446 by Waterloo North Condominium Corporation No. 9; and
15. Notice of Condominium Agreement registered on October 29, 2020 as Instrument Number WR1293533 by Waterloo North Condominium Corporation No. 9.

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC. et al.

Respondents

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

PROCEEDINGS COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre, East Tower
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Toronto, Ontario M5H 4E3
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Roger Jaipargas – LSO No. 43275C
Tel: 416-367-6266
Email: rjaipargas@blg.com

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

Tab 5

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ~~_____~~) ~~WEEKDAY~~FRIDAY, THE #20TH
)
MADAM JUSTICE ~~_____~~ CONWAY) DAY OF ~~MONTH~~AUGUST,
) ~~20YR~~2021

B E T W E E N:

~~PLAINTIFF~~

~~Plaintiff~~

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

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

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ Grant Thornton Limited in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR] (the "Debtor")~~ Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "Debtors") and for certain real property owned by each of Jaimak Real Properties Inc. ("Jaimak") or Jaimee Lynn Gdak, for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale dated June 29, 2021 and accepted on June 30, 2021 (the "Sale Agreement") between the Receiver and ~~[NAME OF PURCHASER] (the "Purchaser")~~ dated [DATE] Maria Elana Andrusiak Morland and Paul Arthur Alain Lemieux (collectively, the "Purchasers") for the purchase and sale of a property located at 265 Old Post Rd, Waterloo, Ontario (the "Purchased Property") and appended to the ~~Report~~ fifth report of the Receiver dated ~~[DATE]~~ August 12, 2021 (the "Fifth Report"), and vesting in the ~~Purchaser~~ Purchasers the ~~Debtor~~ Debtors' and Jaimee Lynn Gdak's right, title and interest in and to the ~~assets described in the Sale Agreement (the "Purchased Assets")~~ Property, was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ by Zoom videoconference due to the COVID-19 pandemic.

ON READING the Fifth Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~ counsel for Clearflow Commercial Finance Corp., counsel for the Purchasers and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ~~[NAME]~~ Mariela Adriana Gasparini sworn ~~[DATE]~~ August 13, 2021 filed¹:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as

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

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

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

may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased ~~Assets~~Property to the ~~Purchaser~~Purchasers.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the ~~Purchaser~~Purchasers substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the ~~Debtor~~Debtors' and Jaimee Lynn Gdak's right, title and interest in and to the Purchased ~~Assets~~Property described in the Sale Agreement ~~and listed on Schedule B hereto~~⁴ shall vest absolutely in the ~~Purchaser~~Purchasers, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Gilmore dated ~~[DATE]~~October 13, 2020; (ii) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated October 22, 2020; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and ~~(iii)~~iv) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased ~~Assets~~Property are hereby expunged and discharged as against the Purchased ~~Assets~~Property.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for ~~the [Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~Land Titles Division of {LOCATION} Waterloo (LRO#58) of an Application for Vesting Order in the form prescribed

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

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

by the *Land Titles Act* and/or the *Land Registration Reform Act*⁶, the Land Registrar is hereby directed to enter the ~~Purchaser~~Purchasers as the owner of the subject real property identified in Schedule B hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased ~~Assets~~Property shall stand in the place and stead of the Purchased ~~Assets~~Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased ~~Assets~~Property with the same priority as they had with respect to the Purchased ~~Assets~~Property immediately prior to the sale⁸, as if the Purchased ~~Assets~~Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

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

(a) the pendency of these proceedings;

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

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

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

- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the ~~Debtor and~~ Debtors, or Jaimee Lynn Gdak, or any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the ~~Debtor~~ Debtors or Jaimee Lynn Gdak;

the vesting of the Purchased ~~Assets~~ Property in the ~~Purchaser~~ Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~ Debtors or Jaimee Lynn Gdak, and shall not be void or voidable by creditors of the ~~Debtor~~ Debtors or Jaimee Lynn Gdak, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. ~~8.-THIS COURT ORDERS AND-DECLARES-~~ that Confidential Appendices “1”, “2” and “3” to the Fifth Report be and are hereby sealed until the closing of the Transaction ~~-is exempt from the application of the Bulk Sales Act (Ontario).~~

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

Schedule A – Form of Receiver’s Certificate

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

~~PLAINTIFF~~

~~Plaintiff~~

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

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

Respondents

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

RECEIVER’S CERTIFICATE

RECITALS

A. ~~A.~~ Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Madam Justice Gilmore
of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated ~~[DATE OF~~

~~ORDER~~, ~~[NAME OF RECEIVER]~~ October 13, 2020, Grant Thornton Limited ("GTL") was appointed as the interim receiver ~~(the "Receiver")~~ of the undertaking, property and assets of ~~[DEBTOR]~~ (Trigger Wholesale, Inc. and The En Cadre Group Inc. (collectively, the "DebtorDebtors")).

~~B~~

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

C. Pursuant to an Order of the Court dated ~~[DATE]~~ August 20, 2021, the Court approved the agreement of purchase and sale ~~made as of [DATE OF AGREEMENT]~~ dated June 29, 2021 and accepted on June 30, 2021 (the "Sale Agreement") between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~ (and Maria Elana Andrusiak Morland and Paul Arthur Alain Lemieux (collectively, the "PurchaserPurchasers")) and provided for the vesting in the ~~PurchaserPurchasers~~ of the ~~DebtorDebtors'~~ and Jaimee Lynn Gdak's right, title and interest in and to the property located at 265 Old Post Rd, Waterloo, Ontario (the "Purchased AssetsProperty"), which vesting is to be effective with respect to the Purchased ~~AssetsProperty~~ upon the delivery by the Receiver to the ~~PurchaserPurchasers~~ of a certificate confirming (i) the payment by the ~~PurchaserPurchasers~~ of the Purchase Price for the Purchased ~~AssetsProperty~~; (ii) that the ~~conditions~~ Purchasers' financing condition to Closing as set out in ~~section •~~ Schedule A to Form 101 of the Sale Agreement and the condition set out in Section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the ~~PurchaserPurchasers~~; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The ~~PurchaserPurchasers~~ has paid and the Receiver has received the Purchase Price for the Purchased ~~AssetsProperty~~ payable on the Closing Date pursuant to the Sale Agreement;

2. The ~~conditions~~Purchasers' financing condition to Closing as set out in ~~section~~ Schedule A to Form 101 of the Sale Agreement and the condition set out in Section 2 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the ~~Purchaser~~Purchasers; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

~~{NAME OF RECEIVER}~~GRANT THORNTON LIMITED, in its capacity as Receiver of the undertaking, property and assets of ~~{DEBTOR}~~the Debtors and not in its personal capacity

Per: _____

Name:

Title:

Schedule B – Purchased ~~Assets~~Property

1. Real Property

265 Old Post Rd, Waterloo, Ontario, legally described as UNIT 3, LEVEL 1, WATERLOO NORTH CONDOMINIUM PLAN NO. 9; BLK A PL 1292; PTS 1 & 2 CTA 903 AS MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION486152; S/T RIGHT OF WAY OVER PTS 4 & 5 58R12488 AS IN LT61266; RELEASE OF EASE 443531 AS IN LT61267; T/W RIGHT OF WAY AS IN LT61268; WATERLOO, being all of PIN 23009-0003 (LT).

2. Chattels

All chattels situate on the Real Property as viewed by the Purchasers prior to the execution of the Sale Agreement, save and except for the following, which shall be excluded from the Purchased Property:

- a) Freezer in storeroom;
- b) Washer and dryer;
- c) All art;
- d) All indoor and outdoor furniture;
- e) All outdoor “potted” flowers except large planters;
- f) Water feature and supporting rocks;
- g) All items in garage including workbenches and cabinets;
- h) Guest bathroom shower curtain and rod; and
- i) Eco thermostat.

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

1. [Application to Register a Court Order registered on October 23, 2020 as Instrument Number WR1292380 in favour of ClearFlow Commercial Finance Corp.;](#)
2. [Construction Lien registered on November 30, 2020 as Instrument Number WR1301358 by Ace Lawn Care Inc.;](#)
3. [Condominium Lien registered on February 22, 2021 as Instrument Number WR1319748 by Waterloo North Condominium Corporation No. 9; and](#)
4. [Certificate of Action registered on February 26, 2021 as Instrument Number WR1321474 by Ace Lawn Care Inc.](#)

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property
(unaffected by the Vesting Order)**

1. any reservations, restrictions, rights of way, easements or covenants that run with the land, to the extent such reservations, restrictions, rights of way, easements or covenants are preserved by Section 44 of the Land Titles Act (Ontario);
2. any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. all laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
4. any minor easements for the supply of utility service to the Real Property or adjacent properties;
5. encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties, which surveys have been delivered to the Buyer prior to execution of the Sale Agreement, and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Real Property and survey matters generally;
6. the exceptions and qualifications set forth in the Land Titles Act (Ontario);
7. the reservations contained in the original grant from the Crown;
8. Application to Annex Restrictive Covenant registered on September 8, 1970 as Instrument Number Z432164;
9. By-Law registered on January 23, 1973 as Instrument Number 486231;
10. By-Law registered on February 12, 2001 as Instrument Number LT56788 by Waterloo North Condominium Corporation No. 9;

11. Transfer of Right-of-Way registered on May 30, 2001 as Instrument Number LT61266 by Waterloo North Condominium Corporation No. 9 in favour of The Corporation of The City of Waterloo;
12. Condominium By-Law No.3 registered on May 5, 2003 as Instrument Number LT113123 by Waterloo North Condominium Corporation No. 9;
13. Notice of Agreement (amending the By-Law registered as Instrument Number 486231) registered on May 6, 2003 as Instrument Number LT113313 by Waterloo North Condominium Corporation No. 9;
14. Condominium By-Law No.4 registered on August 10, 2004 as Instrument Number WR62446 by Waterloo North Condominium Corporation No. 9; and
15. Notice of Condominium Agreement registered on October 29, 2020 as Instrument Number WR1293533 by Waterloo North Condominium Corporation No. 9.

BETWEEN:

CLEARFLOW COMMERCIAL
FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC. et al.

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

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capacity as Court-appointed Receiver of
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[123016785:v4](#)

Document comparison by Workshare 10.0 on August 12, 2021 9:45:43 AM

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Total changes	301

CLEARFLOW COMMERCIAL FINANCE CORP.
Applicant

-and-

TRIGGER WHOLESALE, INC. et al.
Respondents

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

PROCEEDING COMMENCED AT
TORONTO

**MOTION RECORD
(Returnable August 20, 2021)**

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Group Inc.