

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

1299746 ONTARIO INC. o/a COMPUQUEST2000 and

2252709 ONTARIO INC.

Respondents

**AFFIDAVIT
AFFIDAVIT OF GARY BODIMEADE**

I, Gary Bodimeade, of the City of Toronto, Ontario, MAKE OATH AND SAY:

1. I am the principal of the Debtors in the above named proceeding and, as such, I have knowledge of the matters to which I herein depose.

Background

2. I am not taking a position on the Motion originally returnable November 30, 2016 in the matter between the Applicant, Canadian Imperial Bank of Commerce (“the Applicant”), and the Respondents, 1299746 Ontario Inc. o/a Compuquest2000 (“Compuquest”) and 2252709 Ontario Inc, (“the Respondents”).
3. This Affidavit is solely made to correct the allegations that have been made and to ensure that the information in the record is correct in support of:

- a. the Notice of Motion originally returnable November 30, 2016 and an Order substantially in the form of a draft.

The Ashburn Property

4. The Applicant's Notice of Motion originally returnable November 30, 2016 alleges an amount of approximately \$1.7 million paid from Compuquest's accounts to "various contractors" who were engaged to complete improvements to the real property municipally known as 7472 Ashburn Road, Whitby Ontario ("the Ashburn Property"). The Applicant claims that Grant Thornton Limited ("the Compuquest Receiver") has an interest in the Ashburn Property as a result.
5. I have provided an accounting of a portion the \$1.7 million that the Applicant alleges was paid from Compuquest towards the Ashburn Property.
6. Approximately \$965 thousand out of the alleged \$1.7 million the Applicant claims was paid from Compuquest towards renovating and improving the Ashburn property are loan transactions between Compuquest and business associates, Jay Clausner and Craig Pinfold.
7. Craig Pinfold and Jay Clausner loaned approximately \$965 thousand to Compuquest for corporate purposes. The loan was advanced in several separate transactions after the completion of the Ashburn Property, and \$250 thousand was secured against the Ashburn property; therefore the monies could not have been used to fund the renovations and improvements to the property set out in the Applicant's Notice of Motion. Attached hereto as Exhibit "A" is the Charge registered against the Ashburn Property.
8. The debt of approximately \$965 thousand owned by Compuquest to Craig Pinfold and Jay Clausner was repaid in the full amount, plus interest. Attached hereto as Exhibit "B" are copies of the cheques made payable to Craig Pinfold and Jay Clausner.
9. As such, approximately \$965 thousand out of the alleged \$1.7 million that the Applicant alleges was paid from the Compuquest funds were not used to complete improvements to

the Ashburn Property, but were repayments of the full amount of the loan to Craig Pinfold and Jay Clausner along with the accrued interest as evidenced by the attached schedule of charge and corresponding payments.

10. I have provided much of the documentation and material information to support the same to the Applicant.

11. This Affidavit is sworn in support of the Applicant's Notice of Motion returnable November 30, 2016 and for no other or improper purpose.

Sworn (or Affirmed) before me at the (City,

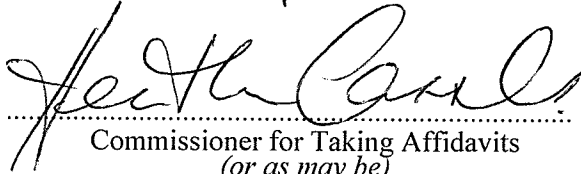
Town, etc.) of

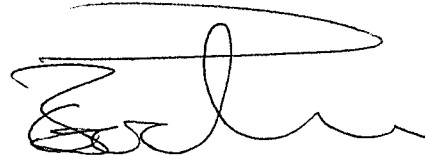
Toronto

in the (County, Regional Municipality, etc.) of ...

Metropolitan Toronto, on

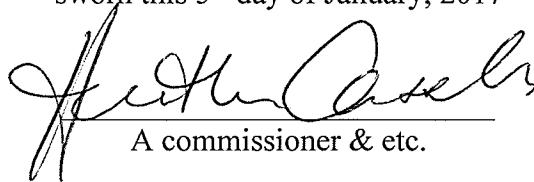
(date). January 5, 2017


Commissioner for Taking Affidavits
(or as may be)



(Signature of deponent)

The following constitutes
Exhibit "A"
to the Affidavit of Gary Bodimeade
sworn this 5th day of January, 2017

A handwritten signature in black ink, appearing to read "Heather Casella", written over a horizontal line.

A commissioner & etc.

LRO # 40 Charge/Mortgage

Registered as DR836940 on 2009 09 03 at 16:10

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

yyyy mm dd Page 1 of 8

Properties

PIN 28578 - 0082 LT Interest/Estate Fee Simple
 Description PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS
 IN D144418; WHITBY
 Address 7472 ASHBURN ROAD
 WHITBY

Chargor(s)

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

Name BODIMEADE, AIMEE LYNN
 Address for Service 7472 Ashburn Road
 Whitby, Ontario
 L1M 1L4

I am at least 18 years of age.

GARY BODIMEADE is my spouse and has consented to this transaction.

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

Chargeo(s)

Capacity

Share

Name PINFOLD, CRAIG
 Address for Service 47 Wilson House Drive
 Ashburn, Ontario
 L6B 1A0

Statements

Schedule: See Schedules

Provisions

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

Signed By

Kimberly Anne Gabriel	1 Adelaide Street E., Suite 801 Toronto M5C 2V9	acting for Chargor (s)	First Signed	2009 09 03
Tel 4168891234				
Fax 4168890547				
Kimberly Anne Gabriel	1 Adelaide Street E., Suite 801 Toronto M5C 2V9	acting for Chargor (s)	Last Signed	2009 09 03
Tel 4168891234				
Fax 4168890547				

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

LRO # 40 Charge/Mortgage

Registered as DR835840 on 2009 09 03 at 16:10

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

yyyy mm dd Page 2 of 6

Submitted By

GARFINKLE, BIDERMAN LLP

1 Adelaide Street E., Suite 801
Toronto
M5C 2V9

2009 09 03

Tel 4168891234

Fax 4168890547

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Charger Client File Number :

FILE # 5807-005

SCHEDULE "A" - Additional Provisions

1. Interest Rate

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

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

2. No Prepayment Privilege

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

3. Default

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

- (a) the Chargor makes default in the payment of the principal, interest or other monies hereby secured or any principal or interest payment and other monies owed by it to the Chargee whether secured by this Charge or not;
- (b) the Chargor makes material default in the observance or performance of any written covenant or undertaking heretofore or hereafter given by it to the Chargee, whether contained herein or not and pertaining to the assets or the financial condition of the Chargor and such default has not been cured within fifteen (15) days of written notice thereof being delivered to the Chargor;
- (c) if any statement, information (oral or written) or representation heretofore or hereafter made or given by or on behalf of the Chargor to the Chargee and pertaining to the assets or the financial condition of the Chargor, and whether contained herein or not is false, inaccurate and/or misleading in any material respect;
- (d) an order is made or an effective resolution passed for the winding-up, liquidation, amalgamation or reorganization of the Chargor, or a petition is filed for the winding up of the Chargor;
- (e) the Chargor becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; or the Chargor makes a bulk sale of its assets; or a bankruptcy petition or receiving order is filed or presented against the Chargor;
- (f) any proceedings with respect to the Chargor are commenced under the Companies' Creditors Arrangement Act;
- (g) any execution, sequestration, extent or any other process of any Court becomes enforceable against the Chargor or a distress or analogous process is levied upon the property and assets of the Chargor or any part thereof, which in the opinion of the Chargee is a substantial part, and remains unsatisfied for such period as would permit such property to be sold thereunder, less two (2) business days, provided that such process is not in good faith disputed and, in that event, if the Chargor shall desire to contest such process it shall give security to the Chargee which, in the absolute discretion of the Chargee, shall be deemed sufficient to pay in full the amount claimed in the event it shall be held to be a valid claim;
- (h) the Chargor ceases or threatens to cease to carry on its business or the Chargor commits or threatens to commit any act of bankruptcy or insolvency;
- (i) the property hereby mortgaged and charged (the "Charged Property") or any part thereof, other than sales of lots containing fully completed single family dwellings to bona fide purchasers for value, prior approved in writing by the Chargee, are sold by the Chargor or if there is a change in the present effective voting control

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of the Chargor or a change in the beneficial ownership of the Chargor or the assets or any one of them;

- (j) the monies secured hereby, together with interest thereon shall not be repaid to the Chargee when due;
- (k) the Chargor makes any default with regard to any provision of the Commitment Letter.

4. Chargee May Remedy Default

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

5. Construction Liens

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

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

6. Environmental

- (a) "Hazardous Substances" includes:

- (i) any substances that, if added to any water or emitted into the air would create or contribute to the creation of a condition of such water or air that is detrimental to its use by or to the health, safety or welfare of persons or animals or cause damage to plant life or Charged property;
- (ii) any radioactive materials or explosives;
- (iii) any substances declared from time to time to be hazardous, dangerous or toxic under any applicable federal, provincial or municipal law, by-law, regulation or other enactment, including without limitation, asbestos; and
- (iv) any other substances which is or may become hazardous, toxic or dangerous to persons or Charged property.

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

- (i) to the best of the knowledge of the Chargor after due and diligent inquiry, there are no Hazardous Substances on the Charged property no Hazardous Substances have ever been used, stored or located on the Charged property and no part of the Charged property is or has ever been contaminated by any Hazardous Substances;
- (ii) no Hazardous Substances shall be brought onto or used on the Charged property without the prior written consent of the Chargee;
- (iii) any Hazardous Substances brought onto the Charged property or used by any person on the Charged property shall be transported, used and stored only in accordance with all applicable laws, regulations, by-laws

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- and other lawful requirements, prudent industrial standards and any other requirements of the Chargee;
- (iv) no use of the Charged property will be allowed which may cause or increase the likelihood of the escape, seepage, leakage, spillage, release or discharge of any Hazardous Substances on, from or under the Charged property or permit any policy of insurance in respect to the Charged property to be cancelled; and
 - (v) the Chargor shall promptly notify the Chargee as soon as it knows or suspects that any Hazardous Substances have been brought onto the Charged property or that there is any actual, threatened or potential escape, seepage, leakage, spillage, release or discharge of any Hazardous Substances on, from or under the Charged property.
- (c) The Chargor shall indemnify and save harmless the Chargee, its officers, directors, employees, agents and shareholders against and from all loss, costs and damages (including, without limitation, all legal fees and disbursements) which they or any of them may suffer, incur or become liable for by reason of or arising out of the use, generation, storage, escape, seepage, leakage, spillage, release, disposal or presence on, from or under the Charged property of any Hazardous Substances including, without limitation the cost of any reports as to compliance with or breach of the provisions of this paragraph 12 which the Chargee, acting reasonably may obtain at any time and from time to time.

7. Miscellaneous

The Chargor agrees as follows:

- (a) The Chargor shall keep the Charged Property and buildings, erections and improvements thereon in good condition and repair according to the nature and description thereof, respectively, and the Chargee may, whenever it deems necessary, by its agent, enter upon and inspect the Charged Property and make such repairs as it deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate aforesaid shall be added to the Charge debt and be payable forthwith and be a charge upon the Charged Property prior to all claims thereon subsequent to this Charge.
- (b) to pay taxes, utilities and other operating and maintenance costs and provide evidence thereof to the Chargee;
- (c) to perform all governmental requirements and obligations as required;
- (d) to deliver to the Chargee all reasonable financial information deemed necessary by the Chargee, when requested including, within one hundred and twenty (120) days of the end of each fiscal year of the Chargor, furnishing to the Chargee audited financial statements prepared at the expense of the Chargor and, additionally, within one hundred and twenty (120) days of the end of the fiscal year of the operation of the Charged Property by the Chargor, furnishing to the Chargee an audited annual operating statement prepared at the expense of the Chargor, which statement, notwithstanding the generality of the foregoing, shall set forth the gross rents and other revenue derived by the Chargor from the Charged Property, the costs and expenses of the operation and maintenance of the Charged Property and such information and explanation in respect of the foregoing as may be required by the Chargee and such statements shall be required to be prepared by a duly qualified chartered accountant and/or certified public accountant suitable to the Chargee and the correctness of such statements shall be duly supported by the affidavit of a director or officer of the Chargor.
- (e) to comply with all covenants and reporting requirements set out in the Commitment Letter;
- (f) to provide or comply with such other covenants and terms as the Chargee may reasonably require.

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8. Restriction on Transfer

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

9. Subsequent Financing

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

10. Prior Encumbrances

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

11. Late Payment

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

12. Insurance

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

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

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

13. Payment of Taxes

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

- (a) The Chargee may deduct from any advance of the moneys secured by this Charge an amount sufficient to pay the Taxes which have become due and payable during any calendar year;
- (b) The Chargee may at its sole option estimate the amount of the Taxes chargeable against the Charged Property payable in each year and the Chargor

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

- (c) In the event that the Taxes actually charged in one (1) calendar year, together with any interest and penalties thereon, exceed the estimated amount, the Chargor shall pay to the Chargee on demand the amount required to make up the deficiency. The Chargee may at its option, pay any of the Taxes when payable, either before or after they are due, without notice, or may make advances therefor in excess of the then amount of any credit held by the Chargee for the said Taxes. Any excess amount advanced by the Chargee shall be secured as an additional principal sum under this Charge and shall bear the same rate of interest as aforesaid until repaid by the Chargor.
- (d) The Chargor shall transmit to the Chargee forthwith after receipt of same the assessment notices, Tax bills and other notices affecting the imposition of Taxes upon the Charged Property
- (e) In no event shall the Chargee be liable for any interest on any amount paid to it as hereinbefore required and the moneys so received may be held with its own funds pending payment or application thereof as hereinbefore provided, provided that in the event that the Chargee does not utilize the funds received on account of Taxes in any calendar year, such amount or amounts may be held by the Chargee on account of any pre-estimate of Taxes required for the next succeeding calendar year, or at the Chargee's option the Chargee may repay such amount to the Chargor without any interest.
- (f) The Chargor shall in all instances be responsible for the payment of any and all penalties resulting out of any late payment of current Tax instalments or any arrears of Taxes, and at no time shall such penalty be the responsibility of the Chargee.
- (g) The Chargor shall deliver to the Chargee on or before December 31st in each such calendar year, written evidence from the taxing authority having jurisdiction with respect to the municipal realty Taxes levied and assessed against the Charged Property, such evidence to be to the effect that all Taxes for the current calendar year and any preceding calendar year have been paid in full. In the event of the failure of the Chargor to comply with the covenant as aforesaid, the Chargee shall be entitled to charge a servicing fee for each written enquiry directed to such taxing authority or the relevant taxation office for the purpose of ascertaining the status of the Tax account pertaining to the Charged Property, together with any costs payable to the taxing authority for such information. Such servicing fee is hereby agreed to be a fair and equitable one under the circumstances and is intended to cover the Chargee's administrative costs and shall not be deemed a penalty.

14. Payments

- (a) All payments shall be applied firstly on account of interest calculated as aforesaid on the balance of the principal amount outstanding from time to time except that in the case of default hereunder, the Chargee may then apply any payment(s) received during default in whatever order it may elect as between

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taxes, interest, repairs, insurance, legal fees (on a solicitor and client basis) or any other payments made on behalf of the Chargor. All payments and charges and fees upon which G.S.T. is chargeable shall include an additional G.S.T. component.

15. Notice

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

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

7472 Ashburn Road
Whitby, Ontario, L1M 1L4

Attention: Aimee Lynn Bodimeade

- (b) in the case of Chargee at:

47 Wilson House Drive
Ashburn, Ontario
L0B 1A0

Attention: Craig Pinfold

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

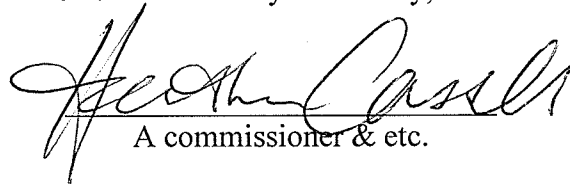
16. Invalidity

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

25. Power of Sale

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

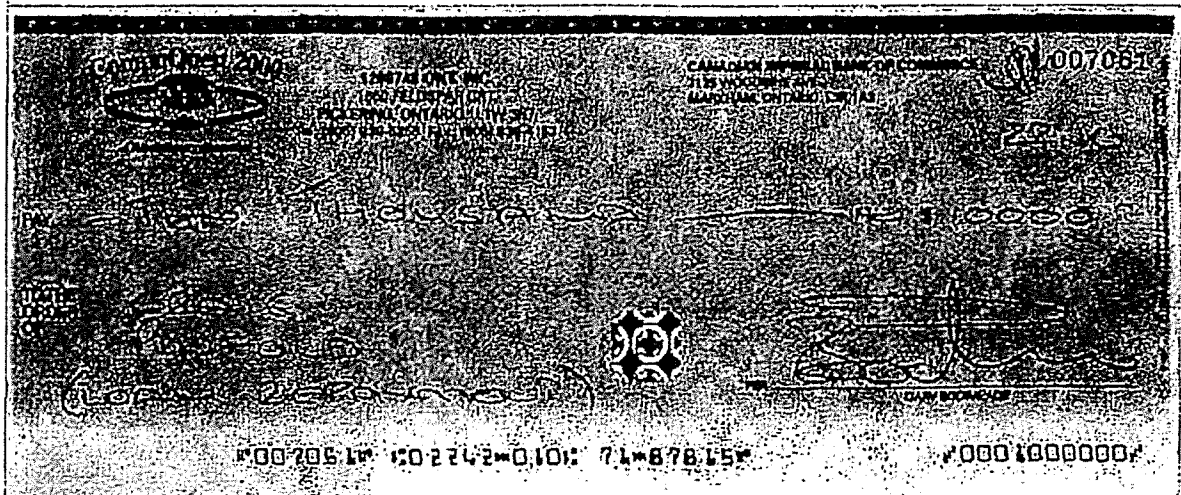
The following constitutes
Exhibit "B"
to the Affidavit of Gary Bodimeade
sworn this 5th day of January, 2017


A commissioner & etc.

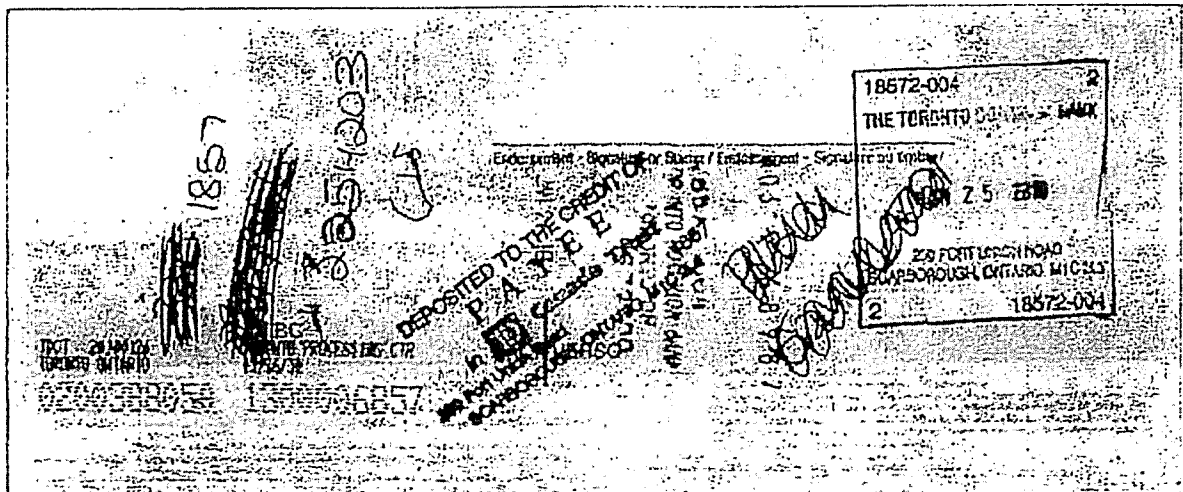
Compuquest Cheques

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

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



ItemSeqNum: 1300006857
 TrRoutNumCDN: 2242
 FNumCDN: 10
 Account: 7187815
 CheckAmt: 1000000
 CapturDate: 20100126
 Batch ID: 40359



ItemSeqNum: 1300006857
 TrRoutNumCDN: 2242
 FNumCDN: 10
 Account: 7187815
 CheckAmt: 1000000
 CapturDate: 20100126
 Batch ID: 40359

CompuCheck 2000

1208145012 INC.
1650 TELDON DR.
SCARBOROUGH, ONTARIO M1V 1Y7
(416) 291-1111

CANADIAN IMPERIAL BANK OF COMMERCE
7175 MIDLAND AVE. #207
MARKHAM, ONTARIO L3R 9V3

007414

PAY *Fifty Two Thousand* 52000

TO THE ORDER OF *CEAC INC.*
P. YEOH (28 455 15)

007414 002242*0101 71187815* 0005200000*

ItemSeqNum 1100623115

TrRoutNumCDN: 2242

FNumCDN: 10

Account: 7187815

CheckAmt: 5200000

CapturDate: 20100720

Batch ID: 40594

Endorsement - Signature or Stamp / Endorsement - Signature ou tampon

18572-004
THE TORONTO DAWSON BANK
JUL 20 2010
6187815
511235001
070044127

DEPOSITED TO THE CREDIT OF
P A Y E E
511235001
6187815
070044127

511235001
6187815
070044127

ItemSeqNum: 1100623115

TrRoutNumCDN: 2242

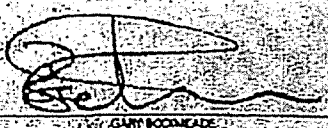
FNumCDN: 10

Account: 7187815

CheckAmt: 5200000

CapturDate: 20100720

Batch ID: 40594

		129748 ONT. INC. 1050 FELDSPAAR CRT. PICKERING, ONTARIO L1W 9R7 TEL: (905) 838-8255 FAX: (905) 838-4151	CANADIAN IMPERIAL BANK OF COMMERCIAL 7125 WOODBINE AVE. MARKHAM, ONTARIO L3R 1A2
PAY <u>FIFTY THOUSAND</u>		<u>\$50,000.00</u>	
TO THE ORDER OF <u>PINFOLD & ASSOCIATES INC.</u>		 GARY WOODCOCK	
<u>6504 at 81000</u>			
00074150 1022420101 71878150		0005000000	

ItemSeqNum 1100589881
 TrRoutNumCDN: 2242
 FNumCDN: 10
 Account: 7187815
 CheckAmt: 5000000
 CapturDate: 20100816
 Batch ID: 41750

3000
 521650

SIGNATURE OF SIGNOR / SIGNATURE OF ENDORSEE
 SIGNATURE OF ENDORSEE

TEXT: 24/09/10
 TORONTO, ONTARIO
 0500397812

CIBC
 REMITTANCE PROCESSING CTR
 24/09/10
 1100589881

BACK VERSO

ItemSeqNum 1100589881
 TrRoutNumCDN: 2242
 FNumCDN: 10
 Account: 7187815
 CheckAmt: 5000000
 CapturDate: 20100816
 Batch ID: 41750

CompuQuest 2000

1209748 ONT. INC.
1650 FELDSPAAR CRT.
PICKERING, ONTARIO L1W 2T7
Tel: (905) 630-6255 Fax: (905) 630-4153

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

007416

Twenty-five thousand \$25,000.00

TO THE ORDER OF Pinfold & Associates Inc.

0007416 00224200101 7187815 0002500000

ItemSeqNum: 1300093842
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 2500000
CapturDate: 20101014
Batch ID: 41380

Deposit to the Credit of
PINFOLD AND ASSOCIATES INC.

Endorsement - Signature or Stamp / Endorsement - Signature or Stamp

5653587310101 70301602503000-004 5018650

STBC
FRONT ENDING TO BACKVERSO
B. 7/7/10

Deposit to the Credit of
PINFOLD AND ASSOCIATES INC.

330-521-6650

ItemSeqNum: 1300093842
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 2500000
CapturDate: 20101014
Batch ID: 41380

CompuQuest 2000  1550 FELDSPAN CRT. FICKERHC, ONTARIO L7W 0P7 TEL: (905) 889-5225 FAX: (905) 889-4152		CANADIAN IMPERIAL BANK OF COMMERCE 7125 HYPOGENIC AVE. MARGHAM, ONTARIO L2B 1A3		007417
TO THE ORDER OF: PAY TO THE ORDER OF: FOR DEPOSIT ONLY		PAY TO THE ORDER OF: PAY TO THE ORDER OF: FOR DEPOSIT ONLY		
AMOUNT IN FIGURES: 27500		AMOUNT IN FIGURES: 27500		
AMOUNT IN WORDS: TWENTY SEVEN THOUSAND FIVE HUNDRED		AMOUNT IN WORDS: TWENTY SEVEN THOUSAND FIVE HUNDRED		
DATE: 1990		DATE: 1990		
SIGNATURE: 		SIGNATURE: 		
STAMP: 1990		STAMP: 1990		
REMARKS: 1990		REMARKS: 1990		
1990		1990		

ItemSeqNum: 1100656685
TrRoutNumCDN: 2242
FilNumCDN: 10
Account: 7127815
CheckAmt: 2750000
CapturDate: 20101101
Balch ID: 42275

[illegible]

ItemSeqNum: 1100656685
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 2750000
CapturDate: 20101101
Batch ID: 42275

CompuQuest 2000

1299746 ONE INC.
1850 FELDSPAR CRT.
PICKERING, ONTARIO L1W 3R7
Tel: (905) 830-6255 Fax: (905) 830-4153

CANADIAN IMPERIAL BANK OF COMMERCE
7175 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A7

007607

PAY FIFTY THOUSAND \$ 50,000.00

TO THE ORDER OF PINFOLD HOLDINGS

000760700 002242-0100 71878150 000050000000

ItemSeqNum: 1000368047
TrRoutNumCDN: 2242
FNumCDN: 10
Account: 7187815
CheckAmt: 5000000
CapturDate: 20110126
Batch ID: 40346

0867127111012662903698>18572-004<5215466

Deposited to the Credit of
PINFOLD AND ASSOCIATES INC.

BACK/VERSO

ItemSeqNum: 1000368047
TrRoutNumCDN: 2242
FNumCDN: 10
Account: 7187815
CheckAmt: 5000000
CapturDate: 20110126
Batch ID: 40346

CompuQuest 2000

125716 ONT. INC.
1250 FIELDS RD. CHIC.
PICKERING, ONTARIO L1W 3H7
Tel: (905) 879-0255 Fax: (905) 233-4151

CANADIAN IMPERIAL BANK OF COMMERCE
7155 YONGE ST. AVE.
TORONTO, ONTARIO M3J 1A3

007609

11-5-10

PAY TO THE ORDER OF: CRAIG PINFOLD

\$ 6000

125716 ONT. INC.

000000000000

ItemSeqNum: 1200292150
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 600000
CapturDate: 20101108
Batch ID: 42615

1057/321023

BACK VERSO

Deposited to the Credit of
PINFOLD AND ASSOCIATES INC.

ItemSeqNum: 1200292150
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 600000
CapturDate: 20101108
Batch ID: 42615

		1259741 ONT. INC. 1650 FELDSPAICH CRT. PICKERING, ONTARIO L3V 9R7 Tel: (905) 839-5255 Fax: (905) 837-4153	CANADIAN IMPERIAL BANK OF COMMERCE 7525 WOODBINE AVE. MARKHAM, ONTARIO L3R 1A5	007981
PAV TWENTY FIVE THOUSAND		2011-06-14 \$25,000 xx		
TO THE ORDER OF	CRAIG PINFOLD			
Re: Mortgage				
007981 10224200101 7187815*		*0002500000*		

ItemSeqNum: 1100106390
 TrRoutNumCDN: 2242
 FNumCDN: 10
 Account: 7187815
 CheckAmt: 2500000
 CapturDate: 20110614
 Batch ID: 40883

TO: BURN TORONTO, ONTARIO	CIBC TORONTO BRANCH 6/14/11	BACK VERSO	00711
0100467605		1100106390	

ItemSeqNum: 1100106390
 TrRoutNumCDN: 2242
 FNumCDN: 10
 Account: 7187815
 CheckAmt: 2500000
 CapturDate: 20110614
 Batch ID: 40883

CompuQuest 2000

1299745 ONT. INC.
1690 FELDSPA CHY.
PICKERING, ONTARIO L1W 3T2
Tel: (905) 539-6255 (Fax: (905) 539-4151)

CANADIAN IMPERIAL BANK OF COMMERCE
7115 WOODBINE AVE.
MARKHAM, ONTARIO L3R 1A3

9007757

PAY Forty thousand \$ 40,000.00

TO THE ORDER OF CRAIG PINFOLD

Note: Interest on \$2500 loan

0007757 0022420100 71-87815 0004000000

ItemSeqNum: 1000464377
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 4000000
CapturDate: 20110302
Batch_ID: 42168

185 73325-4203

0200166067

1000464377

BACK VERSO

ItemSeqNum: 1000464377
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 4000000
CapturDate: 20110302
Batch_ID: 42168

CompuQuest 2000 		1159748 ONT. INC. 180 FIELDS PARK CRT. POKERVILL, ONTARIO L0V 1W0 TEL: (403) 839-5255 FAX: (403) 839-4153		CANADIAN IMPERIAL BANK OF COMMERCE 7125 WOODBINE AVE. MARSHALL, ONTARIO L3R 1A3		007826
				2182011		
PAY		FIFTY THOUSAND AND NO/10000				
TO THE ORDER OF		CRANE PINFOLD				
						
				GARY BOOKWALA		
007826		0224200105		71087815		0005000000

ItemSeqNum: 1200609753
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 5000000
CapturDate: 20110223
Batch ID: 41744

967 107 02824 7652 0007-02

ENCLOSURE - Signature of Staff / Endossement - Signature on timbre

102 C 2 833

TEXT 29110223
TORONTO ONTARIO
0200174110
CIBC
FINANCIAL PROCESSING LTD.
1200609753

BACKVERSO.

2826

Feb

102

52

10/13

Cat

ItemSeqNum: 1200609753
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 5000000
CapturDate: 20110223
Batch ID: 41744

CompuQuest 2000

1258745 ONT. INC.
1850 FELDSPAR CRT.
PO BOX 143, ONTARIO L1W 3H7
Tel: (905) 839-5255 Fax: (905) 839-5153

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

007897

PAY - TWENTY FIVE THOUSAND - 25000

TO THE ORDER OF C.2.A.C. PINFOLD

25000000

0007897 002242 0106 71878151

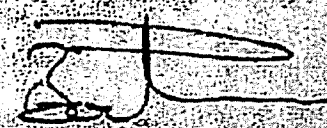
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FINumCDN: 10
Account: 7187815
CheckAmt: 2500000
CapturDate: 20110406
Batch ID: 40854

718781510 00000000 25000000

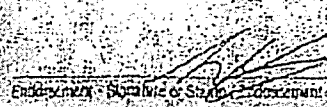
BACK VERSO

1200270192

ItemSeqNum: 1200270192
TrRoutNumCDN: 2242
FINumCDN: 10
Account: 7187815
CheckAmt: 2500000
CapturDate: 20110406
Batch_ID: 40854

		1289748 ONE INC. 1650 FELDAR CITY KILMER, ONTARIO L1Y 3R7 Tel: (905) 839-5255 Fax: (905) 839-4153	CANADIAN IMPERIAL BANK OF COMMERCE 7125 WOODBINE AVE. MARKHAM, ONTARIO L3R 1A3	007941
2-26-11				
PAY	Twenty five thousand - 25000			
TO THE ORDER OF	CRAIG PINFOLD			
				
			GARY WOODCOCK	
⑈007941⑈ ⑆02242⑈010⑆ 7187815⑈			⑈0002500000⑈	

ItemSeqNum: 1200222659
 TrRoutNumCDN: 2242
 FNumCDN: 10
 Account: 7187815
 CheckAmt: 2500000
 CapturDate: 20110429
 Batch ID: 41961

38122-001 THE TORONTO DOWNTOWN BANK (Bk. 2-26-11) 801 AUNTON ROAD EAST WHITBY, ONTARIO L1N 3H7 38-22-005	ENDORSE HERE - Signature of Signatory - Endorsement - Signature on the back	
1857 3851203	BACK VERSO	

ItemSeqNum: 1200222659
 TrRoutNumCDN: 2242
 FNumCDN: 10
 Account: 7187815
 CheckAmt: 2500000
 CapturDate: 20110429
 Batch ID: 41961

		1235746 ONT. INC. 1550 FELDPAU CRT. PICKERING, ONTARIO L3W 2G7 TEL: (905) 635-6753 FAX: (905) 635-4162	CANADIAN IMPERIAL BANK OF COMMERCE 1155 WOODBINE AVE. MARKHAM, ONTARIO L3R 1A3	007983
PAY TWENTY FIVE THOUSAND		\$25,000		
TO THE ORDER OF CRAIG FINFOLD				
007983 1072421010 71876151 *0002500000*				

ItemSeqNum: 1200346277

TrRoutNumCDN: 2242

FNumCDN: 10

Account: 7187615

CheckAmt: 2500000

CapturDate: 20110705

Batch ID: 41652

364433471007064260085116572-0043254203	
INT: 310705 TEL: 905 635 6753	CIBC 1550 FELDPAU CRT. PICKERING, ONT. L3W 2G7
BACK VERSO	

ItemSeqNum: 1200346277

TrRoutNumCDN: 2242

FNumCDN: 10

Account: 7187615

CheckAmt: 2500000

CapturDate: 20110705

Batch ID: 41652

CompuQuest 2000

123746 QNT INC
1850 FELDSPA CRT
PO BOX 110, ONTARIO L1W 3R7
TOR (905) 830-8725 FAX (905) 830-4153

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

007980

20110825

PAY TO THE ORDER OF *Twenty Six Thousand* *26,000.00*

CRAG ANKOLA

007980-002242-0101 7187815 00002500000

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

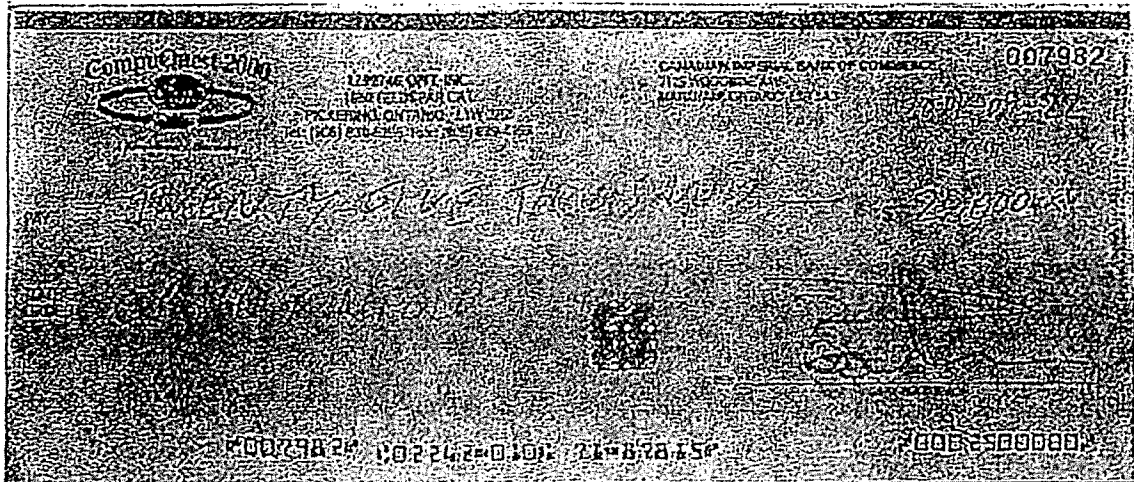
Endorser - Signature & Stamp / Endorsee - Signature & Stamp

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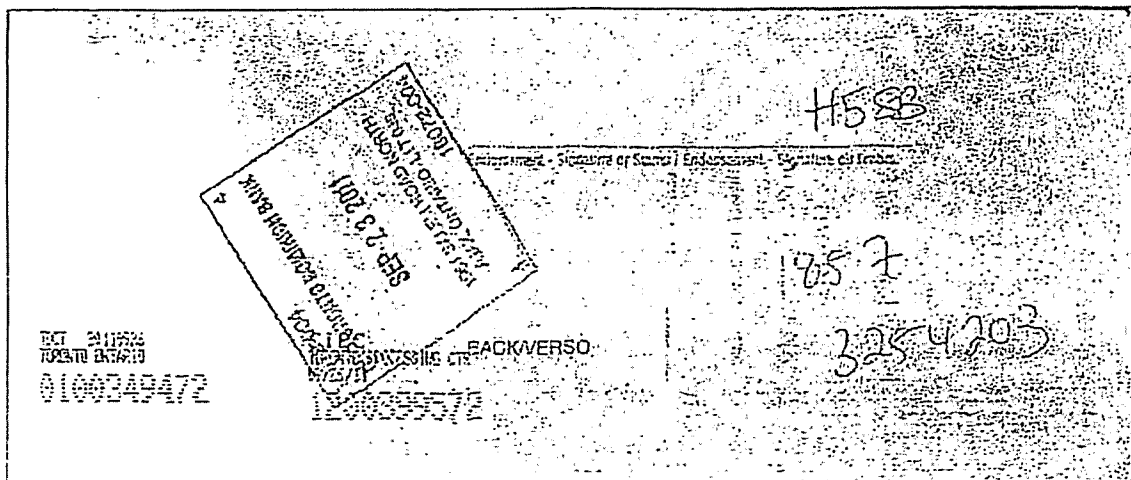
QIBC
MARKHAM BRANCH
10000 PROGRESS DR
MARKHAM, ONTARIO L3R 1A3
7/30/11

BACK/VERSO

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



ItemSeqNum: 1200399572
 TrRoutNumCDN: 2242
 FNumCDN: 10
 Account: 7187815
 CheckAmt: 2500000
 CapturDate: 20110926
 Batch ID: 41836



ItemSeqNum 1200399572
 TrRoutNumCDN 2242
 FNumCDN: 10
 Account: 7187815
 CheckAmt: 2500000
 CapturDate: 20110926
 Batch ID: 41836


 1297146 ONE WAY
 1850 TELDSPAHL CAY
 PICKERING, ONTARIO L1W 3T7
 TEL: (905) 829-4155 FAX: (905) 829-4153

CANADIAN IMPERIAL BANK OF COMMERCE
 7125 WOODBINE AVE. #1
 MARKHAM, ONTARIO L3R 1L3

007532
 9-13-10

PAY TO THE ORDER OF **Virtual Tech** \$ **50000**

50000

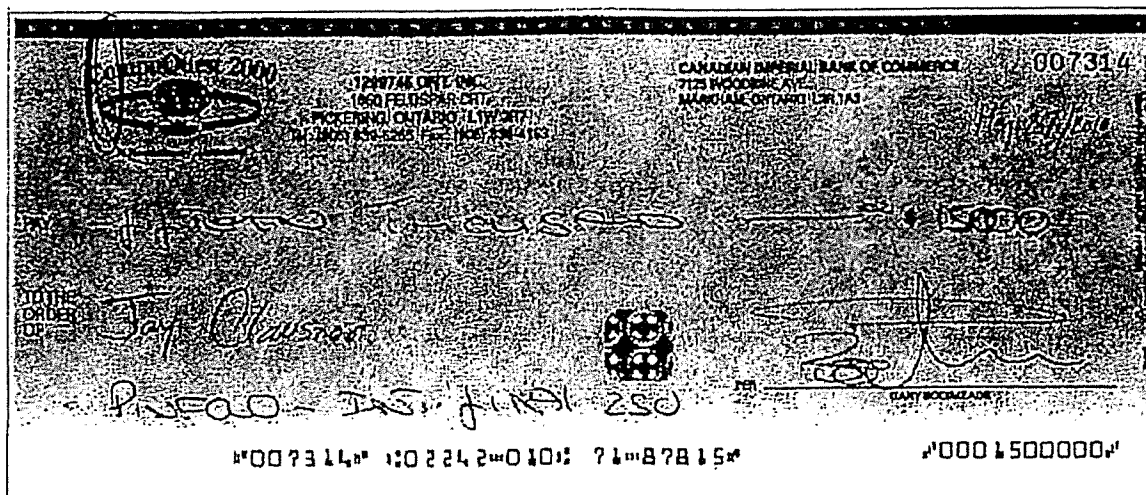
007532 02242-0100 7187815 0005000000

ItemSeqNum: 1000595353
 TrRoutNumCDN: 2242
 FNumCDN: 10
 Account: 7187815
 CheckAmt: 5000000
 CaplurDate: 20100914
 Batch ID: 42979

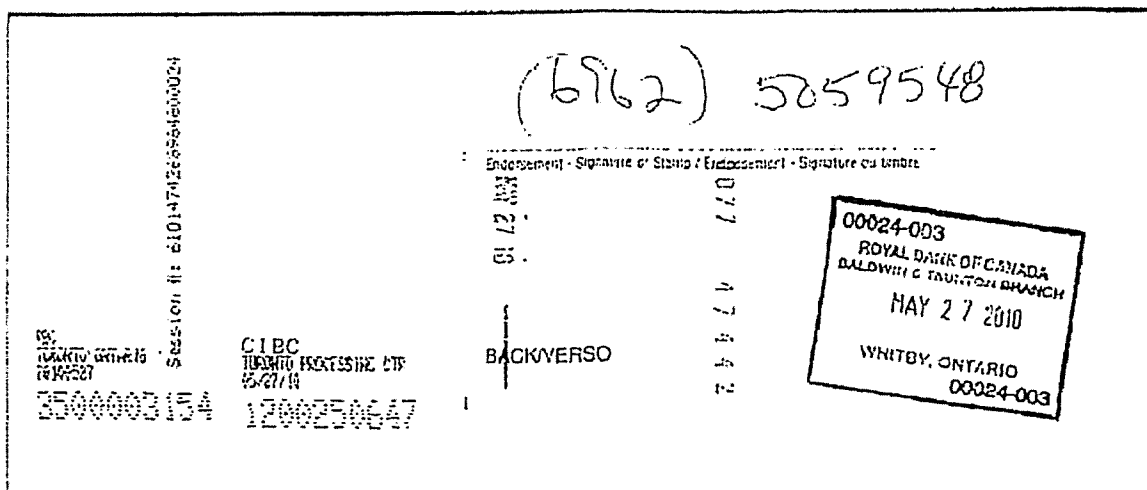
Signature of Customer or Signature of Agent
 06962-10108/12
 D/O

BACK VERSO

ItemSeqNum: 1000595353
 TrRoutNumCDN: 2242
 FNumCDN: 10
 Account: 7187815
 CheckAmt: 5000000
 CaplurDate: 20100914
 Batch ID: 42979



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



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

CompuQuest 2000

1100748 CHEV INC.
1957 ELDON ST. E.
RICHMOND HILL, ONTARIO L4B 1N7
TEL: (905) 882-5555 FAX: (905) 882-1155

CANADIAN FEDERAL BANK OF COMMERCE
1250 SHEPPARD AVE. E.
MARKHAM, ONTARIO L3R 9V3

007446

7-30 10

PAY TO THE ORDER OF Mr. Housan \$15000

Mr. Housan

0007446 02242010 7187815 000050000

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

00024-003
ROYAL CANADIAN MOUNTED POLICE
AUG. 03 2010
UNIT 10V, ONTARIO
CC024-003
PRINTED ON VERSO
BACK VERSO

06962
505958

1100230764

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

Grant Thornton Limited
11th Floor, 200 King Street West, Box 11
Toronto ON M5H 3T4
Phone: (416) 366-0100 Fax: (416) 360-4948

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

- FORM 31 -
Proof of Claim

(Sections 60.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
and Paragraphs 51(1)(e) and 68.14(b) of the Act)

In the matter of the bankruptcy of
Gary Wayne Bodimeade
of the Town of Brooklin, in the Province of Ontario

All notices or correspondence regarding this claim must be forwarded to the following address:

Norris Technologies LLC, Attn: Dean Salem, 751 Fox Ridge Ln, Caryville, TN 37714

In the matter of the bankruptcy of Gary Wayne Bodimeade of the Town of Brooklin in the Province of Ontario and the claim of
Norris Technologies, LLC, creditor.

I, Dean Salem (name of creditor or representative of the creditor), of the city of Caryville in the
province of TN, USA, do hereby certify:

1. That I am a creditor of the above named debtor (or I am President (position/title) of Norris Technologies, LLC
creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 25th day of May 2016, and still is, indebted to the creditor in the sum of
US \$ 803,585.49, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any
counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in
support of the claim.)

4. (Check and complete appropriate category.)

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

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

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description.)

☐ Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

☐ Regarding the amount of \$ _____, I do not claim a right to a priority.
(Set out on an attached sheet details to support priority claim.)

☐ B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

☐ C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security,
and attach a copy of the security documents.)

☐ D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts.)

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

FORM 31 — Concluded

- ☐ E. CLAIM BY WAGE EARNER OF \$ _____
- ☐ That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____
- ☐ That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____
- ☐ F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
- ☐ That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____
- ☐ That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____
- ☐ G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 60(13) of the Act, particulars of which are as follows:

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

- ☐ H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

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

6. That, to the best of my knowledge, I am not (am/am not) (or the above-named creditor is not (is/is not)) related to the debtor within the meaning of section 4 of the Act, and has no (have/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

- ☒ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- ☒ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Caryville, TN this 29 day of July, 2016


Witness



Creditor
Phone Number: 214-697-7638
Fax Number: 615-250-7937
E-mail Address: dean@norris1.com

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNING: A trustee may, pursuant to subsection 129(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

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

Grant Thornton Limited
 11th Floor, 200 King Street West, Box 11
 Toronto ON M5H 3T4
 Phone: (416) 368-0100 Fax: (416) 360-4948

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2128389
 Estate No. 31-2128389

FORM 31
 Proof of Claim

(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
 and Paragraphs 51(1)(e) and 66.14(b) of the Act)

In the matter of the bankruptcy of
 1299748 ONTARIO INC.
 of the City of Pickering, in the Province of Ontario

All notices or correspondence regarding this claim must be forwarded to the following address:

Norris Technologies LLC, Attn: Dean Salem, 751 Fox Ridge Ln, Caryville, TN 37714

In the matter of the bankruptcy of 1299748 ONTARIO INC. of the City of Pickering in the Province of Ontario and the claim of
Norris Technologies, LLC, creditor.

I, Dean Salem (name of creditor or representative of the creditor), of the city of Caryville in the
 province of TN, USA, do hereby certify:

1. That I am a creditor of the above named debtor (or I am President (position/title) of Norris Technologies, LLC
 creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 25th day of May 2016, and still is, indebted to the creditor in the sum of
US\$ 803,585.49, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any
 counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in
 support of the claim.)

4. (Check and complete appropriate category.)

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

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

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

That in respect of this debt, I do not hold any assets of the debtor as security and
 (Check appropriate description.)

☐ Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

☐ Regarding the amount of \$ _____, I do not claim a right to a priority.
 (Set out on an attached sheet details to support priority claim.)

☐ B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

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

☐ C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
 (Give full particulars of the security, including the date on which the security was given and the value at which you assess the security,
 and attach a copy of the security documents.)

☐ D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
 (Attach a copy of sales agreement and delivery receipts.)

FORM 31 — Concluded

- ☐ E. CLAIM BY WAGE EARNER OF \$ _____
- ☐ That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____
- ☐ That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____
- ☐ F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
- ☐ That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____
- ☐ That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____
- ☐ G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 60(13) of the Act, particulars of which are as follows:

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

- ☐ H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

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

5. That, to the best of my knowledge, I am not (am/am not) (or the above-named creditor is not (is/is not)) related to the debtor within the meaning of section 4 of the Act, and has not (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

- ☐ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- ☐ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Caryville, TN, this 29 day of July, 2016


Witness



Creditor
Phone Number: 214-697-7638
Fax Number: 615-250-7937
E-mail Address: dean@norris1.com

NOTE If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS A trustee may, pursuant to subsection 129(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

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

<u>Date</u>	<u>Check #</u>	<u>Cleared</u>	<u>Check Amt</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>	<u>Interest</u>	<u>Reconcile</u>	<u>Rec Notes</u>
1/29/2016	2956	Y	256,000.00		250,000.00	0.00			
2/3/2016	2957	Y	200,000.00		200,000.00	-200,000.00			
2/5/2016	1199-BBT-DAS	Y	280,000.00	280,000.00		80,000.00			
2/16/2016	2945	N	200,000.00			80,000.00			Bank Refused 03/04/16, wired to Comerica
2/17/2016	1200-BBT-DAS	Y	195,000.00	195,000.00		275,000.00			
2/20/2016	1201-BBT-DAS	Y	250,000.00	250,000.00		525,000.00			
2/24/2016	2955	N	200,000.00		195,000.00	330,000.00			Bank Refused, then wired to Comerica
2/29/2016	1126-CTBI-DAS	Y	65,000.00	65,000.00		395,000.00			
3/1/2016	Wire-CTBI-Sunny	Y	200,000.00	200,000.00		595,000.00			
3/1/2016	2948	N	250,000.00		242,500.00	352,500.00			Bank Refused, then wired to Comerica
3/4/2016	Wire	Y	200,000.00		194,000.00	158,500.00			
4/12/2016		Y	52,300.00		52,300.00	106,200.00			Bank Refused, then wired to Comerica NCP - xfer to DAS acct

Total US\$106,200.00 - this sheet 1

Date	NTPO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
1/22/2014	6724	11984		73,130.00	73,130.00	0.00	WIRE 01-24-14	Y	Dell US WS	
2/4/2014	6752	12035	910106	28,719.23	28,719.23	0.00	AMEX 03-04-14	Y	Dell Canada PCs	
2/7/2014	6758	12042	910097	65,931.65	65,931.65	0.00	WIRE 02-13-14	Y	IT Source KS	
2/12/2014	6764	12055	910107	36,328.10	36,328.10	0.00	AMEX 02-24-14	Y	Dell US PC's	
2/26/2014	6770	12087	910105	39,819.80	39,819.80	0.00	3026 / 02-26-14	Y	HPFS AVAILABLE WS 2-14-2014	
2/26/2014	6779	12086	910109	61,285.00	61,285.00	0.00	3027 / 02-27-14	Y	HPFS Available DT's 2-19-2014	
2/26/2014	6785	12085	910110	45,062.50	45,062.50	0.00	3026 / 02-26-14	Y	Dell US Workstations	
2/27/2014	6793	12091	910112, 111	143,800.00	143,800.00	0.00	3028 / 03-06-14	Y	Dell US NB & DT	
3/4/2014	6801	12099	910115	130,398.00	130,398.00	0.00	3029 / 03-10-14	Y	HPFS DKT-5001 Norris Companies OC	
3/18/2014	6823	12130	910122	173,887.69	173,887.69	0.00	3040, 3041 / 03-21-14	Y	HPFS LT-5025-DKT	
3/21/2014	6828	12136	910123	106,859.41	106,859.41	0.00	3043 / 03-27-14	Y	Dell US NB Lot	
3/27/2014	6849	12159	910127	2,703.75	2,703.75	0.00	3049 / 04-04-14	Y	HPFS LT-5011 105 - Thin Client	
4/1/2014	6859	12173	910127	95,252.34	95,252.34	0.00	3049 / 04-04-14	Y	HPFS LT-5053-DKT - DT's	
4/1/2014	6843	12174		6,500.00		6,500.00			160GB's from Dallas	
4/3/2014	6867	12179		183,340.00		189,840.00			Dell US NB & DT Lot	
4/15/2014	6902	12202		17,061.00		206,901.00			499MISC PCs AH	
4/17/2014	6777	12211		23,340.00		230,241.00			240 PC's	
4/17/2014	6912, 6912A	12212		89,450.35		319,691.35			Dell US - DT's & WKS	
4/22/2014		12179			99,960.00	219,731.35	Wire / 04-22			
4/23/2014	6923	12231		54,354.13		274,085.48		Y	Dell CA - DT, NB	
4/24/2014		12212			87,300.00	186,785.48	Amex (\$90K - 3%)	Y		
4/23/2014		12179			22,980.00	163,805.48	Wire / 04-23	Y		
4/29/2014		12231			52,771.00	111,034.48	CC Pmt to Dell CA	Y		
4/30/2014	6950	12270		26,626.50		137,660.98			HP MX-EOL-3643 NB (\$24,815 + 3% Norris + 4.3% Ship)	
4/30/2014	6950	12270		23,219.72		160,880.70			HP MX-EOL-3639 WS (\$21,640 + 3% Norris + 4.3% Ship)	
5/1/2014	6937	12252		29,150.00		190,030.70			Mixed PC - ATL	
5/6/2014	6941	12259		130,037.50		320,068.20			Dell US - C lots	
5/9/2014					99,960.00	220,108.20	Wire / 05-07			
5/7/2014	6950	12270		24,057.00		244,165.20		N	83974.48 STOP PAY	
5/8/2014	6951	12272		151,683.00		395,848.20			HP MX-EOL-3653 DT (22,420.00 + 3% Norris + 4.3% Ship)	
5/14/2014					64,980.00	330,868.20	Wire / 05-14-14	Y	HPFS LT-5168 NB (1,47,265.00 + 3% Norris)	
5/19/2014	6965	12292		59,750.00		390,618.20			Dell Global Outlet Latitude 10 Tablets (478 x \$125)	
5/20/2014	6968	12294		15,192.50		405,810.70			MISC PC's - ATL	
5/21/2014	6972	12298	22050	23,598.15		429,408.85			MISC PC's - CO	
5/21/2014					159,980.00	269,428.85	Wire / 05-21-14	Y		
5/22/2014	6975	12299		90,073.50		359,502.35			Dell US DT's	
5/22/2014	6976	12302		191,849.00		551,351.35			HPFS LT-5180 NBs 1056 Units	
5/22/2014	6955	12303		86,716.50		638,067.85		Y	HP Refurb 409 Units	
5/27/2014					99,980.00	538,087.85	Wire / to BB&T	Y		
5/27/2014					29,980.00	508,107.85	Wire / to BB&T	Y		
5/29/2014					99,980.00	408,127.85	Wire / to BB&T	Y		
5/29/2014	6980	12307	910148	101,571.00		509,698.85			MISC PC's - ATL	
5/30/2014	6989	12321	910146	82,915.00		592,613.85			HPFS LT-5192 DT	
6/3/2014	7000	12336	910154	97,850.00		690,463.85			HPFS LT-5195 DT	
6/4/2014					149,940.00	540,523.85	Wire / to BB&T	Y		
6/6/2014			910153		82,915.00	457,608.85	C2K Ck # 3083 to BBT	Y		
6/6/2014					97,850.00	359,758.85	C2K Ck # 3055 to Chase	Y	cleared 6/19/14	

Date	NT PO	NT SO	CZK PO	Sale	Print	Balance	PD VIA	Cleared	Description	Shipped
6/9/2014	6984	12350		8,000.00	90,358.85	269,400.00	Amex (Gary) - 3%	Y	Total charge - \$93,069.62	
6/10/2014	7006	12347		285,536.00		277,400.00			SATA HDD's	
6/11/2014						542,936.00			Dell US NB & DT	
6/11/2014	7013	12357	910155	187,022.00	48,500.00	494,436.00	Amex (Gary) - 3%	Y	Total charge - \$50,000.00	
6/12/2014						681,458.00			HPFS LT-5210 DT, LT-5211 DT	
6/12/2014						582,808.00	C2K Ck # 3087 to BBT	Y		
6/12/2014						98,650.00	C2K Ck # 3056 to Chase	Y	cleared 6/18/14	
6/12/2014						484,158.00			Total charge - \$40,000.00	
6/12/2014						38,800.00	Amex (CDI) - 3%	Y		
6/17/2014						101,571.00	C2K Ck # 3089 to BBT	Y		
6/18/2014						94,572.00	C2K Ck # 3057 to Chase	Y		
6/25/2014						104,251.00	C2K Ck # 3134 to BBT	Y		
6/23/2014	6904A	12367		15,900.00		160,864.00			MISC LAPTOPS	6/24/2014
6/30/2014	6940, 6948D	12389		12,000.00		172,864.00			Dell LCDs	7/3/2014
7/2/2014	7034	12396		8,000.00		180,864.00			Z400s	7/2/2014
7/2/2014	7042	12397		58,710.00		239,574.00			HP LT-5236 DT 801pcs	7/3/2014
7/2/2014	7027	12398		6,500.00		246,074.00			160GB's from Dallas	7/8/2014
7/2/2014	7043	12400		91,320.00		337,394.00			MISC PC's - ATL	7/11/2014
7/7/2014						94,610.00	C2K Ck # 3136 to BBT	Y		
7/8/2014						72,750.00	Amex (Gary) - 3%	Y	Total charge - \$75,000.00	
7/9/2014	7049	12417		320,000.00		490,034.00			Dell US NB & DT	7/10/2014
7/11/2014	7056	12425		117,042.00		315,456.00	C2K Ck # 3138 to BBT	Y		
7/11/2014	7057	12426		136,475.00		432,498.00			HP Refurbs 512 Units	
7/16/2014						568,973.00			HPFS LT-5241A-1 DKT_ACC	7/14/2014
7/17/2014						91,320.00	C2K Ck # 3139 to BBT	Y		
7/22/2014						136,475.00	C2K Ck # 3142 to BBT	Y	Check # 3091 to 3096 - VOID - Printer Error	
7/22/2014						59,750.00	C2K Ck # 3058 to Chase	N	To pay for the Lat 10's - Deposited in Dallas	
7/22/2014						288,428.00			250GB HDD's	Bounce - Wired
7/25/2014	7076	12449		41,250.00		329,678.00			Dell US - 600 PC's	
7/28/2014						102,250.00	C2K Ck # 3144 to Suntrust	Y	Transferred from Dean's checking to NT checking in BB&T	
7/29/2014						102,750.00	C2K Ck # 3145 to BBT	Y		
7/29/2014	7084	12458		103,000.00		227,678.00			HPFS LT-5261 NB - 600 Notebooks	
8/5/2014						227,678.00	C2K Ck # 3147 to BBT	Y		
8/5/2014	7096	12464		22,700.00		22,700.00			Misc PC ATL 191 units	8/5/2014
8/6/2014	7102	12493	910192	215,209.00		237,909.00			HP LT-5277 DKT 2,866 units	8/8/2014
8/7/2014						87,290.30	Amex (Gary) - 3%	Y	Total charge - \$89,990.00	
8/8/2014						88,003.25	Amex (Gary) - 3%	Y	Total charge - \$90,725.00	
8/12/2014	7107	12506		12,240.00		74,855.45			102- GX 780s, 84-C2D-3.06/4GB/500, 18-C2D-3.06/4GB/320	
8/15/2014						62,615.45	C2K Ck # 3149 to BBT	Y		
8/15/2014	7111	12522	910189	91,075.00		103,315.00			HPFS LT-5296 DT 1413 units_MISC	8/20/2014
8/26/2014	7119	12537	910190	212,000.00		315,315.00			LT-5310 NB, 1,240 pcs Notebooks	8/26/2014
8/26/2014						103,315.00	C2K Ck # 3153 to BBT	Y		
8/27/2014	7131	12554	910191	193,000.00		296,315.00			Dell US truck - DT / NB	
9/9/2014						111,750.00	C2K Ck # 3172 to BBT	Y		
9/10/2014	7150	12578		220,250.00		404,815.00			Dell US truck - DT / NB	
9/10/2014						103,474.75	Amex (Gary) - 3%	Y	Total Charge - \$106,675.00	
9/10/2014						83,088.26	Amex (Gary) - 3%	Y	Total Charge - \$85,658.00	
9/10/2014	7158	12589		90,000.00		308,251.99			HPFS LT-5339-W5, LT-5340-DT/MISC	
9/10/2014						220,250.00	C2K Ck # 3175 to BBT	Y		

Date	NTPO	NTSO	CHK PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
9/11/2014	7162	12599		74,475.00		162,476.99			Towers ATL	
9/17/2014	7169	12611		147,695.00		310,171.99			HPFS LT-5360 DT/MISC, LT-5372 DT/MISC	
9/26/2014					144,745.00	165,426.99	C2K Ck # 3179 to 88T			
9/26/2014	7187	12635		89,090.00		254,516.99			HPFS LT-5385 DT, LT-5387 MISC	
10/1/2014					89,090.00	165,426.99	C2K Ck # 3182 to 88T	Y		
10/6/2014	7204	12661	910202	256,200.00		421,626.99			HPFS LT-5390WS, LT-5395DT, LT-5399NB	
10/6/2014	7205	12662	910201	92,307.00		513,933.99		Y	HPFS EOL-3692 DT, LCD MEX	11/20/2014
10/7/2014					180,000.00	333,933.99	C2K Ck # 3227 to 88T			
10/9/2014					72,750.00	261,183.99	Amex (Gary) - 3%			
10/9/2014					96,688.63	164,495.36	Amex (Gary) - 3%			
10/10/2014	7207	12670	910205	140,500.00		304,995.36			Total charge - \$75,000.00	
10/13/2014	7212	12681	910206	195,250.00		500,245.36			Total charge - \$99,679.00	
10/17/2014	7218	12694		75,556.00		575,801.36			HPFS LT-5408DT, LT-5411WS	10/15/2014
10/20/2014	7225	12703	139,716.25			715,517.61			Dell US 912 NB, 630 DT	10/15/2014
10/20/2014					392,748.36	322,769.25	C2K Ck # 3215 to 88T	Y	Dell CA - 2700T, 360NB	10/21/2014
10/22/2014	7233	12720	138,056.00			460,825.25			HPFS LT-5427 DT (1,692), LT-5421 WS (113)	10/22/2014
10/28/2014					139,716.25	321,109.00	C2K Ck # 3219 to 88T	Y	HPFS LT-5436DT, AIO, WS 1,926 units	10/27/2014
10/30/2014	7242	12774	105,977.00			427,086.00			HPFS LT-5455 DT, AIO, WS - 1,572 Units	10/31/2014
11/6/2014	Stock	12740	2,244.00			429,330.00			187-160GB 2.5"	11/20/2014
11/6/2014	Stock	12744	7,000.00			436,330.00			1,000-80GB SATA	11/20/2014
11/7/2014			89,500.00			525,830.00		Y	Chase NT CK 2601	11/20/2014
11/7/2014				87,677.33		438,152.67	Amex (Gary) - 3%	Y	Total charge - \$90,389.00	
11/14/2014	7252	12754	11,215.00			449,367.67			1,699- Desktop 1GB 5300, 554- Desktop 1GB 6400	11/20/2014
11/17/2014	STOCK	12760	25,876.00			475,243.67			173 - DC5800 MT, 115 - Misc Laptops	11/20/2014
12/2/2014				475,243.67		0.00	Moved to Loan		Paid from 88&T-DAS to 88&T-NT OP	
12/3/2014	7272	12793	81,000.00			81,000.00			Dell Canada - 330-DT, 270-NB	11/21/2014
12/3/2014	7286	12794*	106,745.00			187,745.00			HPFS LT-5497, Lot of 1,665 DT's, LT-5388 - 1 HALO B2B4	12/3/2014
12/4/2014	7291	12798*	72,038.20			259,783.20			Dell US lot - 30 LCDs, 851 DTs	
12/8/2014				82,450.00		177,333.20			Total charge - \$85,000.00	
12/12/2014	7296		863.50			178,196.70			HST Return for Dell Canada Monitor Lot - NT CK 2620	
12/12/2014	Various	12799*	38,455.00			216,651.70			Mixed PC lot	12/12/2014
12/16/2014	7302	12834*	133,500.00			350,151.70			LT-5220A - 1,980 DT, LT-5220B - 41 AIO	
12/16/2014	7303	12835*	181,300.00			531,451.70			LT-52526 - 351 Apple NB	
12/16/2014	7304	12836*	85,078.00			616,529.70			LT-5531 A to E, 1,380 DTs, 97 MISC	
12/18/2014		12848*	967.50			617,497.20			MISC RAM	
12/19/2014		12851*	9,348.00			626,845.20			80GB SATA	
1/6/2015	1/6/2015	12878*	99,090.00			725,935.20			MISC NB's - 592 Units - Was \$94,855 - Gary Added	\$18,805 interest on \$626,845.20
1/6/2015				99,980.00		625,955.20	Wire to 88&T NT Op Acct			
1/7/2015				99,960.00		525,995.20	Wire to 88&T NT Op Acct			
1/12/2015				161,505.00		364,490.20	Amex (Gary) - 3%			
1/14/2015	7330	12893*	113,300.00			477,790.20			Total charge - \$166,500.00	
1/15/2015	7334	12903*	260,825.00			738,615.20			LT-5539 - Lot of 1,813 DT	
1/20/2015				174,960.00		563,655.20	Wire to 88&T NT Op Acct		Dell US USED OFF LEASE LOT - 490 - DT, 1152 - NB	
1/26/2015	7351	12953*	36,050.00			599,705.20			LT-5555, 243 WS	
1/26/2015	7352	12933*	113,300.00			713,005.20			LT-5662, 1,771 DT / MISC	
1/28/2015				59,980.00		653,025.20	Wire to 88&T NT Op Acct			
1/28/2015				39,980.00		613,045.20	Wire to 88&T NT Op Acct			
2/6/2015				97,000.00		516,045.20	Amex (Gary) - 3%		Total charge - \$100,000.00	

Date	NT PO	NT SO	CZK PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
2/8/2015					103,790.00	412,255.20	Amex (Gary) - 3%		Total charge - \$107,000.00	
2/10/2015	7374	12974*		145,521.00		557,776.20			LT-5576 - 1,480 DT, LT-5580 - 503 TC	
2/13/2015					124,980.00	432,796.20	Wire to BB&T NT Op Acct			
2/17/2015	7384	12987*		263,903.50		696,699.70			Dell US 720DT, 1008NB	
2/17/2015	7386	12989*		252,505.00		949,204.70			LT-5591 - 1,368DT, LT-5593 - 31NB, LT-5598 - 1,890DT	
2/17/2015	7371	12996*		77,277.00		1,026,481.70			Dell CA DT, NB, WS	
2/17/2015					77,257.00	949,224.70	Wire to BB&T NT Op Acct			
2/18/2015					34,000.00	915,224.70	Wire to BB&T NT Op Acct			
2/18/2015					260,000.00	655,224.70	Moved to Loan			
2/20/2015					100,000.00	555,224.70	Wire to BB&T NT Op Acct			
2/24/2015					99,980.00	455,244.70	Wire to BB&T NT Op Acct			
3/6/2015	7410	13044*		218,360.00		673,604.70			LT-5609 DT/MISC, 1,577 units, LT-5623 DT/MISC, 1,694 units	
3/9/2015	7411	13045*		108,150.00		781,754.70			LT-5629 DT, 1,881 units	
3/10/2015					282,368.94	499,385.76	Amex (Gary) - 3%		Total charge - \$291,102.00	
3/11/2015					99,992.00	399,393.76	Wire to BB&T NT Op Acct			
3/13/2015					399,393.76	0.00	Moved to Loan			
3/23/2015	7391	13085*		195,003.72		195,003.72			Paid from BB&T-DAS to BB&T-NT OP 3/23/15	
3/23/2015	7432	13086*		123,450.00		318,453.72			HPFS Mexico 3,193DT, 640NB, 220WS	YES
3/23/2015	7431	13084*		-2,400.00		316,053.72			HPFS LT5644 210WS, LT5648 88WS, LT5634 1,278DT	
3/23/2015	MULTI	13066*		39,773.52		355,827.24			Product bought from CZK, sold to HPFS PO PN-004204	
3/26/2015	7442	13096*	100134	89,280.00		445,107.24			DT's from Mike in Dallas	
3/31/2015	7449	13111*	100136	80,250.00		525,357.24			576 HP 8100, 3GB Ram, 160GB HD - NO CD, Win 7 COA	
3/31/2015	STOCK	13113*		12,012.00		537,369.24			Dell US - 1,020 desktops	
4/1/2015	7453	13116*		143,170.00		680,539.24			344-250GB, 1200-160GB HDDs	
4/3/2015					123,450.00	557,089.24	Deposit Comerica - moved to BB&T NT Op Acct		LT5675 - 115WS, LT5681DT - 1,472 DT	
4/6/2015					99,992.00	457,097.24	Wire to BB&T NT Op Acct			
4/7/2015	7462	13130*	100141	124,630.00		581,727.24			LT-5686 DT - qty 1,393	
4/8/2015	STOCK	13132*		6,000.00		587,727.24			1,000 - 160GB SATA	
4/8/2015	7466	13133*		44,500.00		632,227.24			WS lot from Mike in Dallas	
4/13/2015					252,257.23	379,970.01	Amex (Gary) - 3%		Total charge - \$260,059.00	
4/14/2015	7474	13143*		141,110.00		521,080.01			LT5696 DT 1,846, LT5688 WS 161	
4/14/2015	7475	13144*		47,615.37		568,695.38			Dell CA 240DT, 90PC, 60WS, 8Storage	
4/20/2015	STOCK	13158*		17,780.00		586,475.38			2000 - 160GB, 1445 - 120GB	
4/27/2015					209,723.00	376,752.38	Deposit Comerica - moved to BB&T NT Op 4/27/15			
4/24/2015	7496	13180*		87,550.00		464,302.38			LT-5718 - 1508 used off lease Desktops	
4/29/2015	7592 / 7503	13189*		26,690.00		490,992.38			Dell 760_780	
5/15/2015					229,493.13	261,499.25	Amex (Gary) - 3%		Total charge - \$236,590.86	
5/18/2015	7543	13245*		145,088.89		406,588.14			LT-5757 1870 Used off lease desktops	
5/20/2015	7549	13357*		226,122.08		632,710.22			LT-5764 2300 Used off Lease Desktops	
5/21/2015	7551	13359*		39,385.00		672,095.22			233 Dell Opti 390, HDDs - DFW	YES
5/28/2015	7565	13376*		162,500.00		834,595.22			Dell US DT/NB lot	YES
6/4/2015	7566	13377*		101,606.41		936,201.63			LT - 5783 1642 Used off lease Desktops	YES
6/4/2015					25,000.00	911,201.63	Deposit Chase			
6/9/2015					50,000.00	861,201.63	Deposit Chase			
6/10/2015	7579	13392*		43,200.00		904,401.63			288 - 8100-3GB/160GB/No CD/Win7COA	
6/11/2015	7520	13395*		40,000.00		944,401.63			Lockheed NB_DT Lot	
6/11/2015					258,138.41	686,263.22	Amex (Gary) - 3%		Total charge - \$266,122.08	
6/11/2015					170,000.00	516,263.22	Wire to BB&T NT Op Acct			

Date	NT PO	NT SO	CZK PO	NT Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
6/17/2015	7586	13402*		91,500.00		607,763.22			LT-5791 - 2,356 DT's	
6/19/2015					100,000.00	507,763.22	C2K Ck3315 - Chase		MISC SYSTEMS FROM DFW	
6/19/2015	STOCK	13399*		17,653.44		525,416.66			MISC NB FROM DFW	
6/22/2015	STOCK	13414*		74,820.65		600,237.31			LT-5800 2,188 DT's, LT-5802 114 AIOs	
6/22/2015	7594	13417*		185,060.00		785,297.31			LT-5810 1,096 DT's	
6/25/2015	7599	13425*		43,254.00		828,551.31				
6/25/2015					330,000.00	498,551.31	Wire to BB&T NT Op Acct			
6/25/2015	7494	13426*		207,728.73		706,280.04			EOL-3739_2740, 1,920 DT's, 1,241 LCDs, 723 NBs - MX	
6/26/2015					0.00	706,280.04	C2K Ck3317 - Chase		\$107,000 sent to collections - STOP PAY	
6/26/2015	7601	13431*		114,450.00		820,730.04			1,655 - LCD/DT Lot - ATL	
6/29/2015	7602	13433*		55,500.00		876,230.04			1,304 - HP DT's - DFW	
7/2/2015	7616	13450*		107,635.00		983,865.04			LT-5822 1,755 DT's	
7/4/2015					234,476.86	749,388.18	Amex (Gary) - 3%		Total charge - \$241,728.73	
7/10/2015					240,000.00	509,388.18	Wire to BB&T NT Op Acct			
7/14/2015	7625	13464*		76,640.00		586,028.18			LT-5835(-O too) 2,492 DT's	
7/15/2015					100,000.00	486,028.18	Wire to BB&T NT Op Acct			
7/15/2015	STOCK	13483*		109,962.00		595,990.18			774 NBs from DFW	
7/22/2015	7639	13496*		58,710.00		654,700.18			LT-5848 1,911 DT's	
7/23/2015	7644	13502*		51,300.00		706,000.18			WKS lot - DFW	
7/28/2015	STOCK	13516*		8,816.00		714,816.18			HDDs - DFW	
7/29/2015					300,000.00	414,816.18	Wire to BB&T NT Op Acct			
7/30/2015	7655	13520*	100177	10,100.00		424,916.18			87 - DT's - DFW	
8/5/2015	7662	13536*		110,880.00		535,796.18			1,080 - HP 8100/3GB/160GB - DFW	
8/8/2015	7670	13544*	100178	96,820.00		632,616.18			LT-5877 1,417 DT's	
8/13/2015		13551*	100174	75,000.00		707,616.18			2,652 - DT's - ATL	
8/14/2015	7612	13586* (8/27	100181	134,459.00		842,075.18			MX EOL-3744 989 DT's, EOL-3750 773 NB's	
8/14/2015					254,673.50	587,401.68	Amex (Gary) - 3%		Total charge - \$262,550.00	
8/14/2015	7684	13556*	100176	139,050.00		726,451.68			LT-5886 2,398 DT's	
8/18/2015		13564*	100182	40,465.41		766,917.09			250GBs + NBs DFW	
8/14/2015		13552*	100175	29,880.00		796,797.09			664 - DT's - DFW	
8/25/2015	7704	13580*	100179	51,500.00		848,297.09			LT-5911 1,287 DT's	
8/31/2015					172,500.00	675,797.09			Misc WS - Dell US	
9/4/2015	7721	13611*		46,250.00		722,047.09				
9/10/2015					336,500.00	385,547.09	Wire to BB&T NT Op Acct			
9/11/2015		13628*	100180	118,800.00		504,347.09			1,080 - HP 8100 - ATL	
9/16/2015		13642*		77,000.00		581,347.09			550 - 6200T - ATL	
9/16/2015		13641*	100185	150,000.00		731,347.09			1,140 - DT's, Dell US	
9/18/2015					275,000.00	456,347.09	Wire to Chase NT Op Acct			
9/22/2015	7764	13668*		334,750.00		791,097.09			LT-5936 2,531 DT's	
9/25/2015					272,702.89	518,394.20	Amex (Gary) - 3%		Total charge - \$281,137.00	
9/29/2015	7776	13680*		197,760.00		716,154.20			LT-5959 1,103 DT's	
9/29/2015	7777	13681*		95,480.00		811,634.20			LT-5977 1,236 WS's	
9/29/2015	7778	13683*		47,060.00		858,694.20			370 SFF's - ATL	
10/1/2015	7785	13688*		198,573.00		1,057,267.20			LT-5993, 1,483 DT's 8200 i5's	10/20/2015
10/1/2015	7786	13689*		40,479.00		1,097,746.20			LT-5992, 524 WS's - Z200 i3's	10/20/2015
10/7/2015					293,240.00	804,506.20	Wire to BB&T NT Op Acct			
10/8/2015	7798	13712*		145,250.00		949,756.20			Dell US 1,110 DT's	
10/9/2015	7793	13923*		244,020.65		1,193,776.85			HP MX - 2,157 DT/AIO, 108 WS, 558 - NB	11/27/2015

CANADIAN IMPERIAL BANK OF COMMERCE

and

1299746 ONTARIO INC. o/a COMPUQUEST2000 et al.

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

(Short title of proceeding)

<i>ONTARIO</i> SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) PROCEEDING COMMENCED AT TORONTO	
AFFIDAVIT	