

**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

MOTION RECORD

(returnable November 30, 2016)

November 24, 2016

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Commerce*

TO: ALL THE PARTIES ON THE ATTACHED SERVICE LIST

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

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

Respondents

I N D E X

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| 2 | Draft Order |
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| 4 | Consent of Trustee |
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TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

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

Respondents

NOTICE OF MOTION

THE APPLICANT, Canadian Imperial Bank of Commerce ("**CIBC**") will make a motion to a judge presiding over the Commercial List, on Wednesday, the 30th day of November, 2016, at 10:00 a.m., or as soon after that time as the motion can be heard, at the courthouse located at 330 University Avenue, Toronto, Ontario.

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

THE MOTION IS FOR AN ORDER:

-
- (a) abridging the time for service and filing of this notice of motion, motion record and the second report (the "**Second Report**") of Grant Thornton Limited ("**GTL**") in its capacity as receiver of 1299746 Ontario Inc. o/a Compuquest2000 ("**Compuquest**") and 2252709 Ontario Inc. ("**225**" and together with Compuquest, the "**Debtors**") or, in the alternative, dispensing with and/or validating service of same;
- (b) appointing GTL as equitable receiver (in such capacity, the "**Receiver**"), without security, of the real property known municipally as 7472 Ashburn

Road, Whitby, Ontario, and described legally in PIN 26578-0082 (LT) (the "**Ashburn Property**"), with the power to market and sell the Ashburn Property and hold the proceeds of any such sale pending a further Order of the Court;

- (c) awarding costs of this motion, if opposed, against any party opposing this motion; and
- (d) such further and other relief as is just.

THE GROUNDS FOR THE MOTION ARE:

Receivership of the Debtors

- (a) the Debtors are privately-owned Ontario corporations, that were engaged in the business of purchasing used electronics and selling them as refurbished units, or disassembling the units to salvage key parts for resale;
- (b) the Debtors are indebted to CIBC pursuant to various letter credit agreements, which indebtedness is secured by certain security agreements;
- (c) on April 29, 2016, GTL was appointed as interim receiver of the Debtors pursuant to the order of the Honourable Justice Mesbur (the "**IR Order**"). CIBC sought the IR Order due to serious concerns with the Debtors' financial viability, lack of required financial reporting, and the apparent absence of ongoing operations at the Debtors' premises;
- (d) CIBC thereafter sought to appoint GTL as receiver of the Debtors. GTL was appointed as receiver of the Debtors (in such capacity, the "**Compuquest Receiver**") pursuant to the order of the Honourable Justice Newbould dated May 17, 2016 (the "**Compuquest Receivership Order**");

- (e) Gary Bodimeade ("**Bodimeade**") is the principal of the Debtors. GTL was appointed as trustee in bankruptcy (in such capacity, the "**Trustee**") of Compuquest and Bodimeade pursuant to orders made by the Honourable Justice Newbould dated May 15, 2016 (the "**Bankruptcy Orders**"), on application by CIBC;
- (f) GTL has reported on its activities as interim receiver and receiver of the Debtors by way of a first report as interim receiver filed May 13, 2016, and a first report as receiver filed September 16, 2016. GTL will be filing the Second Report in connection with this motion;

The Ashburn Property

- (g) the Ashburn Property is the matrimonial home of Gary Bodimeade ("**Bodimeade**"), the principal of the Debtors, and his spouse, Aimee Bodimeade ("**Aimee**"). Bodimeade and Aimee are currently separated and are engaged in matrimonial proceedings;
- (h) Aimee and/or Bodimeade purchased the Ashburn Property for \$638,000 on or about September 28, 2007. Title to the Ashburn Property was registered in Aimee's name alone;
- (i) since 2007, the Ashburn Property has been subject to significant improvements including, without limitation;
 - (i) an approximately 5,680 square foot two-storey detached residential dwelling, excluding the basement (as compared to the existing 2,500 square foot home), which was constructed commencing around 2009;
 - (ii) an approximately 3,196 square foot finished basement with dance studio, family room, gym, bedroom and three piece bathroom;
 - (iii) an outdoor pool with pool house;

- (iv) an approximately 800 square foot heated and insulated SUV garage;
- (v) an approximately 11,000 square foot equestrian barn complete with riding centre and stalls for 14 horses; and
- (vi) an approximately 2,400 square foot insulated hay/equipment barn.
- (j) as a result of these significant improvements, the estimated value of the Ashburn Property was \$3,700,000 as at April 11, 2016;
- (k) also as a result of the improvements, and in particular the construction of the equestrian barn and ancillary buildings, the Ashburn Property has become a specialized asset that will require careful marketing to ensure that it is sold for the highest and best price;
- (l) through the course of administering the receivership, GTL has discovered that approximately \$1.7 million has been paid from Compuquest's accounts to various contractors who were engaged to complete improvements to the Ashburn Property;
- (m) as a result of the foregoing, the Compuquest Receiver claims an interest in the Ashburn Property;

Registered Interests in the Ashburn Property

-
- (n) the parcel register discloses the following registrations:
 - (i) a \$1,000,000 first mortgage in favour of CIBC;
 - (ii) a construction lien and certificate of action registered by Scott Reed;
 - (iii) a CPL registered by Dean Salem ("**Salem**") and Norris Technologies LLC ("**Norris**"); and
-

- (iv) a court order dated August 9, 2016 in favour of Salem and Norris (the "**Norris Order**"), which court order directs the Registrar of Land Titles to permit Salem and Norris to register a non-interest bearing charge/mortgage bearing standard charge terms 200033, in the amount of \$1,000,000, on title to the Ashburn Property;
- (o) the Compuquest Receiver's investigations disclose that:
 - (i) Scott Reed was engaged to complete improvements to the equestrian barn, and that he has been paid, to the extent he has been paid to date, using Compuquest funds;
 - (ii) Salem and Norris' purported interest in the Ashburn Property is based on an alleged debt owed by Compuquest to Norris and Salem, which debt was purportedly guaranteed by Bodimeade and Aimee and secured against, among other things, the Ashburn Property;
 - (iii) Salem and Norris were the recipients of numerous payments from Compuquest in the months leading up to the IR Order and Compuquest Receivership Order;
 - (iv) the Receiver strongly suspects that the debts allegedly owing by Compuquest, Bodimeade and Aimee to Norris and Salem are unfounded, and/or that the payments made to Norris and Salem are reviewable as preferences or transfers at undervalue under the provisions of the *Bankruptcy and Insolvency Act* or related provincial legislation;
- (p) the distribution of proceeds from the sale of the Ashburn Property will be addressed at a future Court attendance, with the benefit of further information, on notice to all interested parties;

The Ashburn Property Must Be Sold

- (q) on or about May 31, 2016, Aimee's counsel advised the Compuquest Receiver that Aimee wanted to sell the Ashburn Property, and requested that the Compuquest Receiver consent to the Ashburn Property being listed and sold;
 - (r) on or about July 7, 2016, after having conducted numerous inspections of the Ashburn Property and reviewing the proposed listing agreement, the Compuquest Receiver, through counsel, consented to the listing, on terms;
 - (s) despite agreeing to do so, Aimee has failed to list the Ashburn Property for sale. Aimee's counsel has not responded to the Compuquest Receiver's counsel's numerous inquiries into the status of the listing;
 - (t) an equitable receiver is necessary for the protection of the Ashburn Property and the protection of the interests of CIBC;
 - (u) in the circumstances, it is just and equitable that an equitable receiver be appointed, with the power to monetize the Ashburn Property for the benefit of those entitled to the proceeds thereof, including CIBC;
 - (v) GTL has already been appointed as the Compuquest Receiver, and is familiar with the Debtors' circumstances and assets, and the Ashburn Property;
-
- (w) GTL has consented to being appointed as the Receiver;
-
- (x) the other grounds set out in the Second Report;
 - (y) Section 101 of the *Courts of Justice Act*;
 - (z) Rule 41 of the *Rules of Civil Procedure*;
 - (aa) such further and other grounds as counsel may advise.

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

- (a) the Second Report, to be filed;
- (b) the consent of GTL to act as Receiver;
- (c) such further and other evidence as counsel may advise and this Honourable Court may permit.

Date: November 24, 2016

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Lawyers for Canadian Imperial Bank of Commerce

TO: ATTACHED SERVICE LIST

TAB 2

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) WEDNESDAY, THE 30TH DAY
JUSTICE) OF NOVEMBER, 2016

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

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

Respondents

**ORDER
(appointing Receiver)**

THIS MOTION made by the Applicant, Canadian Imperial Bank of Commerce ("**CIBC**") for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Grant Thornton Limited ("**GTL**") as equitable receiver (in such capacity, the "**Receiver**") without security, of the real property known municipally as 7472 Ashburn Road, Whitby, Ontario, and described legally in PIN 26578-0082 (LT) (the "**Ashburn Property**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the notice of motion, the second report of Grant Thornton Limited ("**GTL**") in its capacity as receiver of 1299746 Ontario Inc. o/a Compuquest2000 ("**Compuquest**") and 2252709 Ontario Inc. ("**225**" and together with Compuquest, the "**Debtor**") and the appendices thereto (the "**Second Report**"), and on hearing the submissions of counsel for CIBC and GTL and such other counsel as were present, no one appearing for any other party although duly served as appears from the affidavit of

service of Miranda Spence sworn November 24, 2016, and on reading the consent of GTL to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the notice of motion, the motion record and the Second Report 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 101 of the CJA, GTL is hereby appointed Receiver, without security, of the Ashburn Property.

RECEIVERSHIP OF THE DEBTORS

3. THIS COURT ORDERS that nothing in this Order shall be deemed to derogate from any of the terms of the Order of the Honourable Justice Newbould dated May 17, 2016 (the "**Compuquest Receivership Order**") appointing GTL as receiver, without security, of all of the assets, undertakings and properties of the Debtor, and that all of the terms of the Compuquest Receivership Order remain in full force and effect.

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Ashburn Property and any and all proceeds, receipts and disbursements arising out of or from the sale of the Ashburn Property, on 60 days' notice to Aimee Bodimeade ("**Aimee**");
- (b) to receive, preserve, and protect the Ashburn Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, 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 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;
- (d) to execute, assign, issue and endorse documents of whatever nature required to exercise the powers granted to the Receiver pursuant to this Order in respect of the Ashburn Property, whether in the Receiver's name or in the name and on behalf of Aimee, Gary Wayne Bodimeade ("**Bodimeade**") and/or the Debtor;
- (e) to market the Ashburn Property, including, without limitation, soliciting proposals from real estate agents, advertising and soliciting offers in respect of the Ashburn Property or any part or parts thereof, listing the

Ashburn Property for sale, and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (f) to sell, convey, transfer, lease or assign the Ashburn Property, with the approval of this Court;
- (g) to apply for any vesting order or other orders necessary to convey the Ashburn Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting the Ashburn Property;
- (h) 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 Ashburn Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (i) to register a copy of this Order and any other Orders in respect of the Ashburn Property against title to the Ashburn Property;
- (j) to enter into agreements with GTL in its capacity as trustee in bankruptcy of Bodimeade, as so appointed pursuant to the order of the Honourable Justice Newbould dated May 25, 2016, including, without limiting the generality of the foregoing, the ability to enter into agreements relating to Bodimeade's spousal interest in the Ashburn Property; and
- (k) 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 Aimee, Bodimeade and the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that Aimee or any other person occupying the Ashburn Property shall grant access to the Ashburn Property to the Receiver or its agents for the purpose of inspecting or showing the Ashburn Property, on 24 hours' written notice to Aimee.

NO PROCEEDINGS AGAINST THE RECEIVER

6. 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 DEBTOR OR THE PROPERTY

7. THIS COURT ORDERS that no Proceeding against or in respect of the Ashburn 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 Ashburn Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

8. THIS COURT ORDERS that all rights and remedies affecting the Ashburn Property are hereby stayed and suspended except with the written consent of the

Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) exempt the Receiver, Aimee or Bodimeade from compliance with statutory or regulatory provisions relating to health, safety or the environment or (ii) prevent the registration of a claim for lien.

RECEIVER TO HOLD FUNDS

9. THIS COURT ORDERS that 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 the sale of the Ashburn Property shall be deposited into one or more new accounts to be opened by the Receiver (the "**Ashburn Property Account**") and the monies standing to the credit of such Ashburn Property Account 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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

10. 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 Ashburn 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 Ashburn Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

11. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of 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

12. 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 Ashburn 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 Ashburn 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.

13. 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.

14. 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

15. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to use funds borrowed pursuant to paragraphs 21 through 24 of the Compuquest Receivership Order and any Receiver's Certificates issued pursuant thereto for the funding of this receivership.

SERVICE AND NOTICE

16. 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/eservice-commercial/) 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 documents relating to this receivership shall be posted to the Case Website established at the following URL
'http://www.grantthornton.ca/services/reorg/bankruptcy_and_insolvency/compuquest2000'.

17. 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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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

18. 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.

19. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

20. 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.

21. 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.

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

23. 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.

(Short title of proceeding)

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

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT TORONTO

RECEIVERSHIP ORDER
(ASHBURN PROPERTY)

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Lawyers for Canadian Imperial Bank of Commerce

TAB 3

Revised: January 21, 2014
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No. — CV-16-11369-00CL

**ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST**

THE HONOURABLE —) ~~WEEKDAY~~ WEDNESDAY, THE #30TH
 JUSTICE —) DAY OF MONTH, 20YR
)
)
JUSTICE) OF NOVEMBER, 2016

PLAINTIFF¹

Plaintiff

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

DEFENDANT

Defendant

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

Respondents

ORDER
(appointing Receiver)

THIS MOTION made by the Plaintiff² Applicant, Canadian Imperial Bank of Commerce ("CIBC") for an Order 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*

¹ The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application.
 This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

² Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

Justice Act, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing ~~[RECEIVER'S NAME]~~ as Grant Thornton Limited ("GTL") as equitable receiver [and manager] (in such capacities~~capacity~~, the "**Receiver**") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ (the "Debtor") acquired for, or used in relation to a business carried on by the Debtorthe real property known municipally as 7472 Ashburn Road, Whitby, Ontario, and described legally in PIN 26578-0082 (LT) (the "Ashburn Property"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~ sworn ~~[DATE]~~ and the Exhibits theretonotice of motion, the second report of Grant Thornton Limited ("GTL") in its capacity as receiver of 1299746 Ontario Inc. o/a Compuquest2000 ("Compuquest") and 2252709 Ontario Inc. ("225" and together with Compuquest, the "Debtor") and the appendices thereto (the "Second Report"), and on hearing the submissions of counsel for ~~[NAMES]~~CIBC and GTL and such other counsel as were present, no one appearing for ~~[NAME]~~any other party although duly served as appears from the affidavit of service of ~~[NAME]~~Miranda Spence sworn ~~[DATE]~~November 24, 2016, and on reading the consent of ~~[RECEIVER'S NAME]~~GTL to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the ~~Notice~~notice of Motion~~motion, the motion record and the Motion~~Second Report is hereby abridged and validated³ so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

³ If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.

2. THIS COURT ORDERS that pursuant to ~~section 243(1) of the BIA and~~ section 101 of the CJA, ~~[RECEIVER'S NAME]~~ GTL is hereby appointed Receiver, without security, of the Ashburn Property.

RECEIVERSHIP OF THE DEBTORS

3. THIS COURT ORDERS that nothing in this Order shall be deemed to derogate from any of the terms of the Order of the Honourable Justice Newbould dated May 17, 2016 (the "Compuquest Receivership Order") appointing GTL as receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property"), and that all of the terms of the Compuquest Receivership Order remain in full force and effect.

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Ashburn Property and any and all proceeds, receipts and disbursements arising out of or from the sale of the Ashburn Property, on 60 days' notice to Aimee Bodimeade ("Aimee");

- (b) to receive, preserve, and protect the Ashburn 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 Debtor, 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 Debtor;~~
- ~~(c)~~ (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 Debtor or any part or parts thereof;~~
- ~~(f) — to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;~~
- ~~(g) — to settle, extend or compromise any indebtedness owing to the Debtor;~~
- ~~(d)~~ (h) to execute, assign, issue and endorse documents of whatever nature required to exercise the powers granted to the Receiver pursuant to this

Order in respect of ~~any of the~~ Ashburn Property, whether in the Receiver's name or in the name and on behalf of Aimee, Gary Wayne Bodimeade ("Bodimeade") and/or the Debtor, 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 Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ 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;~~

~~(e)~~ (j) to market any or all of the Ashburn Property, including, without limitation, soliciting proposals from real estate agents, advertising and soliciting offers in respect of the Ashburn Property or any part or parts thereof, listing the Ashburn Property for sale, and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

~~(f)~~ (k) to sell, convey, transfer, lease or assign the Ashburn 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 \$ _____, provided that the aggregate consideration for all such transactions does not exceed \$ _____; and (ii) without 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;~~

⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.

~~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,]⁵ shall not be required, and in each case the Ontario Bulk Sales Act shall not apply.~~

- (g) ~~(l)~~ to apply for any vesting order or other orders necessary to convey the Ashburn Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such ~~the~~ Ashburn Property;
- (h) ~~(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 Ashburn Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (i) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Ashburn Property against title to any of the Ashburn Property;
- ~~(o) 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 Debtor;~~
- (j) ~~(p)~~ to enter into agreements with any GTL in its capacity as trustee in bankruptcy of Bodimeade, as so appointed in respect of the Debtor, pursuant

⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.

to the order of the Honourable Justice Newbould dated May 25, 2016,
including, without limiting the generality of the foregoing, the ability to
~~enter into occupation agreements for any property owned or leased by the~~
~~Debtor; (g) to exercise any shareholder, partnership, joint venture or other~~
~~rights which the Debtor may have; and~~agreements relating to Bodimeade's
spousal interest in the Ashburn Property; and

- (k) ~~(r)~~ 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 Aimee, Bodimeade and the Debtor, and without
interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. ~~4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its 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. Aimee or any other person occupying~~
the Ashburn Property shall grant access to the Ashburn Property to the Receiver or its

agents for the purpose of inspecting or showing the Ashburn Property, on 24 hours' written notice to Aimee.

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

6. ~~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.~~

7. ~~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

6. ~~8.~~ 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 DEBTOR OR THE PROPERTY

7. ~~9.~~ THIS COURT ORDERS that no Proceeding against or in respect of the ~~Debtor~~ or the Ashburn 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 ~~Debtor or the~~ Ashburn Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

8. ~~10.~~ THIS COURT ORDERS that all rights and remedies ~~against the Debtor, the Receiver, or~~ affecting the Ashburn 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 Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii)

exempt the Receiver, Aimee or the Debtor Bodimeade 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 or (ii) prevent the registration of a claim for lien.~~

~~NO INTERFERENCE WITH THE RECEIVER~~

~~11. 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 Debtor, without written consent of the Receiver or leave of this Court.~~

~~CONTINUATION OF SERVICES~~

~~12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor 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 Receiver shall be entitled to the continued use of the Debtor's 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 Debtor 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

9. ~~13.~~ THIS COURT ORDERS that 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 Ashburn 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~~ **Ashburn Property Account**") and the monies standing to the credit of such ~~Post Receivership Accounts~~ **Ashburn Property Account** 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

14. ~~THIS COURT ORDERS that all employees of the Debtor 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 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

15. ~~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 Debtor, and shall return all~~

~~other personal information to the Receiver, or ensure that all other personal information is destroyed.~~

LIMITATION ON ENVIRONMENTAL LIABILITIES

10. ~~16.~~ 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 Ashburn 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 Ashburn Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

11. ~~17.~~ THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of 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

12. ~~18.~~ 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 Ashburn 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 Ashburn 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.⁶

13. ~~19.~~ 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.

14. ~~20.~~ 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,

⁶ Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".

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

15. ~~21.~~ 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 \$ _____ (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. use funds borrowed pursuant to paragraphs 21 through 24 of the Compuquest Receivership Order and any Receiver's Certificates issued pursuant thereto for the funding of this receivership.

~~22.~~ 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.

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

24. ~~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

16. ~~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/http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) 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~~documents relating to this receivership shall be posted to the Case Website shall be established in accordance with the Protocol withat the following URL
' http://www.grantthornton.ca/services/reorg/bankruptcy_and_insolvency/compuquest2000'.

17. ~~26.~~ 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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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

18. ~~27.~~ 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.

19. ~~28.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

20. ~~29.~~ 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.

21. ~~30.~~ 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.

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

23. ~~32.~~ 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.

CANADIAN IMPERIAL BANK OF COMMERCE and 1299746 ONTARIO INC. o/a COMPUQUEST2000 et al.

(Short title of proceeding)

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

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT TORONTO

RECEIVERSHIP ORDER
(ASHBURN PROPERTY)

AIRD & BERLIS LLP
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Lawyers for Canadian Imperial Bank of Commerce

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (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 ____ CL ____, 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 Bank 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__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per:

Name:

Title:

27684899.4
27676161.2

041

Document comparison by Workshare Compare on November-24-16 4:52:06 PM

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Description	#27676161v2<CM> - Order
Rendering set	Standard

Legend:	
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Style change	
Format change	
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Deletions	162
Moved from	1
Moved to	1
Style change	0

TAB 4

Court File No.

CV-16-11369-00CL

043

**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

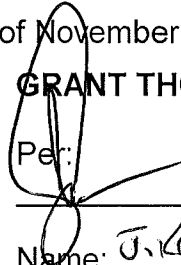
**APPLICATION UNDER SUBSECTIONS 47(1) AND 243(1) OF THE *BANKRUPTCY
AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF
THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

CONSENT

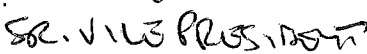
The undersigned, Grant Thornton Limited ("**GTL**"), hereby consents to the appointment of GTL as receiver, without security, of the real property known municipally as 7472 Ashburn Road, Whitby, Ontario, and described legally in PIN 26578-0082 (LT) (the "**Ashburn Property**"), pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and the terms of an order substantially in the form filed in the above proceeding.

DATED at Toronto, this 24th day of November, 2016.

GRANT THORNTON LIMITED

Per: 

Name: 

Title:  Sr. Vice President

CANADIAN IMPERIAL BANK OF COMMERCE

- and -

1299746 ONTARIO INC. o/a COMPUQUEST2000 et al.

Applicant

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

CONSENT

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Lawyers for Canadian Imperial Bank of Commerce

TAB 5

SERVICE LIST

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Lawyers for Canadian Imperial Bank of Commerce

AND TO: **FOGLER RUBINOFF LLP**
Lawyers
77 King Street West
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TD Centre
Toronto, ON M5K 1G8

Attention: Greg Azeff

Tel: (416) 365-3716
Fax: (416) 941-8852
Email: gazeff@foglers.com

Lawyers for the Respondents and Gary Bodimeade

AND TO: **GRANT THORNTON LIMITED**
200 King Street West
11th Floor, Box 11
Toronto, ON M5H 3T4

Attention: Jonathan Krieger / Jan Oros

Tel: (416) 360-5055 / (416) 360-5023
Fax: (416) 360-4948
Email: Jonathan.Krieger@ca.gt.com / Jan.Oros@ca.gt.com

Interim Receiver and Receiver of the Respondents

AND TO: MINDEN GROSS LLP
Barristers and Solicitors
145 King Street West
Suite 2200
Toronto, ON M5H 4G2

Attention: Catherine Francis

Tel: (416) 369-4137
Fax: (416) 864-9223
Email: CFrancis@mindengross.com

Lawyers for the Interim Receiver and Receiver

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Applicant

- and -

1299746 ONTARIO INC. o/a COMPUQUEST2000 et al.

Respondents

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