

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

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

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

Respondent

SECOND REPORT OF THE RECEIVER

NOVEMBER 24, 2016



Grant Thornton Limited
Receiver of the Respondents

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TABLE OF CONTENTS

BACKGROUND.....	1
PURPOSE OF THIS SECOND REPORT	2
SCOPE AND TERMS OF REFERENCE	2
THE ASHBURN PROPERTY	3
A. NATURE AND VALUE OF THE ASHBURN PROPERTY	3
B. REGISTRATIONS AGAINST THE ASHBURN PROPERTY	5
THE IMPROVEMENTS TO THE ASHBURN PROPERTY WERE PAID FOR WITH COMPUQUEST'S FUNDS.....	7
DEAN SALEM'S AND NORRIS' INTEREST IN THE ASHBURN PROPERTY IS QUESTIONABLE	10
OTHER IMPROPER CONDUCT BY BODIMEADE.....	13
THE PARTIES HAVE AGREED THAT THE ASHBURN PROPERTY MUST BE SOLD.....	15
RELIEF REQUESTED.....	17

APPENDICES

1. Receivership Order dated May 17, 2016
2. Interim Receivership Order dated April 29, 2016
3. First Report of the Interim Receiver dated May 13, 2016, without Appendices
4. Bankruptcy Orders for Compuquest and Bodimeade
5. Receiver's First Report dated September 16, 2016, without Appendices
6. Approval and Vesting order dated September 22, 2016
7. Amended Approval and Vesting Order dated September 28, 2016
8. 2007 MLS Listing Details for 7472 Ashburn Road, Whitby
9. Appraisal of 7472 Ashburn Road, Whitby, dated April 18, 2016
10. Google Earth Aerial View Photos of 7472 Ashburn Road, Whitby as at September, 2009 and October, 2012
11. Current Parcel Register for 7472 Ashburn Road, Whitby
12. CIBC Charge registered on title to 7472 Ashburn Road, Whitby on January 23, 2015
13. Construction Liens and Certificate of Action of Scott Reed registered on title to 7472 Ashburn Road, Whitby
14. Spousal Interest of Bodimeade registered on title to 7472 Ashburn Road, Whitby on February 4, 2016
15. Bankruptcy Order against Bodimeade registered on title to 7472 Ashburn Road, Whitby on June 1, 2016
16. Certificate of Pending Litigation of Dean Salem/Norris Technologies LLC registered on title to 7472 Ashburn Road, Whitby on June 30, 2016
17. Amended Notice of Application of Dean Salem/Norris Technologies LLC
18. Order registered by Dean Salem/Norris Technologies LLC on title to 7472 Ashburn Road, Whitby on August 12, 2016
19. Emails between Alan Hogan and Gary and Aimee Bodimeade, dated April 6, 2016
20. Receiver's Summary of Payments made to Contractors

21. Photos of the Ashburn Property found on Contractor Websites
22. Statement of Reed Ridge Farms dated November 5, 2015, updated to reflect payments made as at April 5, 2016
23. Documents confirming payments of \$21,118.82 and \$26,000.00 to Reed Ridge Farms were made from Compuquest's account
24. Emails between Scott Reed, Bodimeade and Aimee confirming payment of \$59,363.13, re: sale of trailer, together with proof of Compuquest's ownership of the trailer
25. Cheques issued by Compuquest to Pinfold (directly or indirectly)
26. Proofs of Claim filed by Dean Salem/Norris Technologies LLC with the Trustee, together with Summary of Advances
27. Revolving Line of Credit Agreement between Dean Salem/Norris Technologies LLC (as lender) and Gary Bodimeade and Compuquest (as borrower), dated December 31, 2015
28. Revolving Line of Credit Agreement between Dean Salem/Norris Technologies LLC (as lender) and Aimee Bodimeade and Compuquest (as borrower), dated March 3, 2016, together with e-mail correspondence, dated March 3, 2016
29. Kingaire motorhome sale agreement, wire payment of equity from Pfaff Leasing to Compuquest and payment of those funds to Norris Technologies LLC
30. Emails between Bodimeade and Dean Salem relating to sale of personal assets paid by Compuquest and remaining equity to be sent to Dean Salem/ Norris Technologies LLC
31. Turner Moore LLP Review Engagement Financial Statements for year ending May 31, 2015
32. Record of Conviction, re: Bodimeade
33. Explanation provided by Bodimeade and Clausner and related bank account screen shot, re: payment of USD\$75,000 to Clausner
34. Summary of payments by Compuquest to Clausner and Clausner companies
35. Proposed Listing Agreement, re: 7472 Ashburn Road, Whitby
36. Email requests for information from Minden Gross to Andrea Robertson

BACKGROUND

1. This report (the “**Second Report**”) is being filed by Grant Thornton Limited (“**GTL**”) in its capacity as the receiver (in such capacity, the “**Receiver**”) of 1299746 Ontario Inc. o/a Compuquest2000 (“**Compuquest**”) and 2252709 Ontario Inc. (“**225**”) (together, the “**Debtors**”), in support of a motion brought by Canadian Imperial Bank of Commerce (“**CIBC**”). The Receiver was appointed pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated May 17, 2016 (the “**Receivership Order**”), upon application by CIBC. A copy of the Receivership Order is attached hereto as **Appendix “1”**.
2. Prior to the Receivership Order, GTL was appointed as Interim Receiver of Compuquest pursuant to the Order of the Honourable Justice Mesbur of the Court dated April 29, 2016 (the “**IR Order**”). A copy of the IR Order is attached hereto as **Appendix “2”**. The IR Order was sought by CIBC due to, among other things, serious concerns with the financial viability of the Debtors, the lack of financial reporting received as required by the Debtors’ security agreement, and the apparent absence of ongoing operations at Compuquest’s premises.
3. Compuquest was engaged in the business of purchasing used electronics and selling them as refurbished units, or disassembling the units to salvage key parts for resale. Compuquest’s assets consisted mainly of computer equipment, furniture and warehouse support equipment.
4. 225’s principal asset was real property municipally known as 1935 Silicone Drive, Pickering, Ontario (the “**Silicone Drive Property**”).
5. GTL filed its First Report as Interim Receiver on May 13, 2016 which discussed, among other things, the Debtors’ minimal assets, limited business operations and a deteriorating financial position. A copy of the IR’s First Report, without appendices, is attached hereto as **Appendix “3”**.

6. GTL was appointed as trustee in bankruptcy (in such capacity, the “**Trustee**”) of Compuquest and Gary Bodimeade (“**Bodimeade**”) (the principal of the Debtors) pursuant to Orders made by the Honourable Justice Newbould of the Court dated May 25, 2016 (the “**Bankruptcy Orders**”), on application by CIBC. Copies of the Bankruptcy Orders are attached hereto as **Appendix “4”**.
7. GTL, as Trustee, continues to administer the bankruptcies.
8. GTL filed its First Report as Receiver on September 16, 2016 which discussed, among other things, the actions taken by the Receiver to realize on the Debtors’ assets including the Silicone Drive Property. The sale of the Silicone Drive Property was approved pursuant to an Order made by the Honourable Justice Newbould on September 22, 2016 (the “**September 22 Order**”), which was amended to correct the Purchaser’s legal name by Justice Penny on September 28, 2016 (the “**September 28 Amended Order**”). A copy of the Receiver’s First Report, without appendices, is attached hereto as **Appendix “5”**. Copies of the September 22 Order and September 28 Amended Order are attached as **Appendices “6” and “7”**.

PURPOSE OF THIS SECOND REPORT

9. The purpose of this Second Report (the “**Second Report**”) is to support CIBC’s motion for an Order appointing 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**”), 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.

SCOPE AND TERMS OF REFERENCE

10. In preparing this Second Report, the Receiver has relied upon certain unaudited financial information, the Debtors’ records, the Debtors’ bank statements and supporting records received from its financial institutions

and other financial information. While the Receiver has performed a preliminary review of available books and records of Compuquest and 225, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Accounting Principles (“**GAAP**”) or International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAP or IFRS with respect to such information.

11. This Second Report has been prepared for the use of this Court and the Debtors’ stakeholders as general information relating to the Debtors, and to assist the Court in making a determination of whether to approve the relief sought. Accordingly, the reader is cautioned that this Second Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Second Report for any other purpose.
12. All references to dollars in this Second Report are in Canadian currency unless otherwise noted.

THE ASHBURN PROPERTY

13. The Ashburn Property is the matrimonial home of Bodimeade, the principal of the Debtors, and his spouse, Aimee Bodimeade (“**Aimee**”). Bodimeade and Aimee are currently separated and are engaged in matrimonial proceedings.

A. Nature and Value of the Ashburn Property

14. Bodimeade and/or Aimee 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 on September 28, 2007. A copy of the MLS listing from 2007 is attached as **Appendix “8”**.

15. Since 2007, the Ashburn Property has been subject to significant improvements. These improvements include, without limitation, the construction of:
 - a. 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;
 - b. An approximately 3,196 square foot finished basement with dance studio, family room, gym, bedroom and three piece bathroom;
 - c. An outdoor pool with pool house;
 - d. An approximately 800 square foot heated and insulated SUV garage;
 - e. An approximately 11,000 square foot equestrian barn complete with riding centre and stalls for 14 horses; and
 - f. An approximately 2,400 square foot insulated hay/equipment barn.
16. As a result of these improvements, the estimated value of the Ashburn Property was \$3,700,000 as at April 11, 2016. A copy of an appraisal commissioned by Bodimeade from Consolidated Appraisal Services Ltd., dated April 18, 2016 (the “**CASL Appraisal**”), is attached as **Appendix “9”**.
17. The Receiver has retrieved aerial view photographs of the Ashburn Property as at September 2009 and October 2012 from Google Earth, which are attached as **Appendix “10”**. These aerial view photographs reflect some of the improvements made to the Ashburn Property through that time period.
18. 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.

B. Registrations Against the Ashburn Property

19. The Receiver has obtained a current copy of the parcel register for the Ashburn Property, a copy of which is attached as **Appendix “11”**.
20. Bodimeade and Aimee’s original purchase of the Ashburn Property was financed by a mortgage obtained from the Bank of Nova Scotia (“**BNS**”), which registered a charge on title on September 28, 2007, in the principal sum of \$638,000. This charge was discharged on June 20, 2008.
21. On June 20, 2008, BNS registered a new demand charge on title to the Ashburn Property in the principal sum of \$1,350,000, which was subsequently discharged on February 10, 2015. The Receiver has no information at this time as to what advances were made by BNS.
22. A second mortgage in the principal sum of \$250,000.00 (the “**Pinfold Charge**”) was registered on title to the Ashburn Property by Craig Pinfold (“**Pinfold**”) on September 3, 2009, and discharged on September 13, 2013. The Pinfold Charge is discussed in greater detail in paragraph 42 below.
23. On January 23, 2015, Aimee secured mortgage financing from CIBC in the principal sum of \$1,000,000. CIBC registered a charge on title to the Ashburn Property on January 23, 2015 (“**CIBC Charge**”). CIBC is currently the first and only mortgagee. The Receiver understands that approximately \$963,000 is currently owing to CIBC in respect of this mortgage. A copy of the CIBC Charge is attached as **Appendix “12”**.
24. On December 31, 2015, and January 5, 2016, Scott Reed registered two construction liens on title to the Ashburn Property in the sums of \$74,615 and \$74,616, respectively (together, the “**Construction Liens**”). The January 5, 2015 construction lien was purportedly perfected by registration

of a certificate of action on February 18, 2016 (the “**Certificate of Action**”). Copies of the Construction Liens and Certificate of Action are attached as **Appendix “13”**.

25. In light of the ongoing matrimonial proceedings between Bodimeade and Aimee, on February 4, 2016, Bodimeade registered a spousal interest in the Ashburn Property. A copy of Bodimeade’s registration in this regard is attached as **Appendix “14”**.
26. As described above, GTL was appointed as Bodimeade’s trustee in bankruptcy by order dated May 25, 2016. On June 1, 2016, the Trustee registered the Bankruptcy Order against Bodimeade on title to the Ashburn Property, in respect of Bodimeade’s spousal interest. A copy of the Trustee’s registration in this regard is attached as **Appendix “15”**.
27. On or about June 30, 2016, an individual named Dean Salem (“**Salem**”), together with his company, Norris Technologies LLC (“**Norris**”), obtained an *ex parte* Order granting leave to register a certificate of pending litigation (the “CPL”) against title to the Ashburn Property. Salem and Norris registered the CPL on June 30, 2016. A copy of the CPL is attached as **Appendix “16”**.
28. The CPL relates to an application by Salem and Norris as against Aimee (the “**Norris Application**”) for, among other things, a declaration that Salem and Norris have an interest in the Ashburn Property pursuant to a purported revolving line of credit agreement, which is described at paragraph 47 below. The Trustee was not served with the notice of motion or any other materials in advance of the registration of the CPL, despite having an interest registered on title to the Ashburn Property. A copy of the Amended Notice of Application is attached as **Appendix “17”**.

29. On August 12, 2016, Salem and Norris registered a court order dated August 9, 2016, on title to the Ashburn Property (the “**Norris Order**”). A copy of the Norris Order is attached as **Appendix “18”**.
30. The Norris Order was made in the context of the Norris Application, and provides, among other things, that the Registrar of Land Titles is directed to permit Salem and Norris to register a non-interest bearing charge/mortgage bearing standard charge terms 200033, in the amount of \$1,000,000.00 on title to the Ashburn Property. The Norris Order was obtained without notice to the Trustee. To date, no such charge has been registered, nor has a date been set for the hearing of the Norris Application.

THE IMPROVEMENTS TO THE ASHBURN PROPERTY WERE PAID FOR WITH COMPUQUEST’S FUNDS

31. Through its investigations, the Receiver has learned that Bodimeade and Aimee used funds belonging to Compuquest to effect significant improvements made to the Ashburn Property, among other improper uses. As described below, to date the Receiver has identified a total of approximately \$1.7 million paid from Compuquest’s accounts or assets to various contractors who were engaged to complete the improvements and/or to a mortgagee of the Ashburn Property.
32. In addition to the specific examples discussed below, the Receiver discovered a chain of emails dated April 6, 2016 between Alan Hogan (“**Hogan**”), Compuquest’s external accountant, Bodimeade and Aimee (the “**Hogan Email**”). In this email chain, Bodimeade admits that “*everything*” was paid for with Compuquest funds. In the context of this email chain, “*everything*” appears to refer to the construction of the new house, the barns, and eleven horses, among other things. Hogan responds by advising Bodimeade and Aimee as to how to reflect these payments on their personal income taxes. A copy of this email chain is attached as **Appendix “19”**.

33. The Receiver has completed an initial review of the banking records from Compuquest's CIBC accounts for the period of January 2010 to December 2012 and January 2016 to April 2016, and has compiled a summary of various questionable payees and payments made during these time periods.
34. The Receiver has not yet conducted a review of the period prior to January 2010.
35. Among the questionable payees and payments, the Receiver has identified payments issued to various construction companies totalling \$611,829.19. These payments appear to have been made in relation to the construction of the home, the horse barn and the arena, the installation of an irrigation system for the lawn, the installation of a front gate entry system and the construction of extensive fencing used for horses. The Receiver's summary of payments to these contractors is attached as **Appendix "20"**.
36. As part of its investigation, the Receiver has reviewed websites for some of these contractors, who have displayed photographs of the work done on the Ashburn Property on their respective websites. Photos of the Ashburn Property found on their websites are attached as **Appendix "21"**.
37. On or about April 18, 2015, Bodimeade and Aimee engaged Reed Ridge Farms ("**Reed Ridge**"), operated by Scott Reed, to make improvements to the horse barn on the Ashburn Property. Reed Ridge charged a total of \$116,378.74 for the construction, as set out in a statement dated November 5, 2015, and updated to reflect payments made as at April 5, 2016 (the "**Reed Ridge Statement**"). A copy of the Reed Ridge Statement is attached as **Appendix "22"**.
38. The Reed Ridge Statement reflects payments made to Reed Ridge as follows:

Date	Payment
Initial Deposit	\$ 21,118.82
February 22, 2016	\$ 26,000.00
March 1, 2016	\$ 59,363.13
Total:	\$106,481.95

39. The Receiver has traced the \$21,118.82 payment and the \$26,000.00 payment to Compuquest's records, which indicate that Compuquest funds were used to make these payments. Documentation confirming that these payments were made from Compuquest's account is attached as **Appendix "23"**.
40. On March 1, 2016, Bodimeade sold a trailer belonging to Compuquest for the sum of \$59,363.13. This amount was paid directly to Reed Ridge on March 1, 2016, and is reflected in the Reed Ridge Statement. Copies of emails between Scott Reed, Bodimeade and Aimee confirming this payment, together with proof of Compuquest's ownership of the trailer, are attached as **Appendix "24"**.
41. The Construction Liens and Certificate of Action referred to in paragraph 24 above are in respect of the amounts owed to Reed Ridge Farms. As set out in the Reed Ridge Statement, the sum of \$31,015.61, inclusive of legal fees, remained outstanding as at April 5, 2016.
42. As indicated at paragraph 22 above, an individual named Craig Pinfold registered the Pinfold Charge on title to the Ashburn Property on September 3, 2009. The Receiver has identified payments made from Compuquest's CIBC account to Pinfold and/or his company, Pinfold and Associates Inc., totalling \$885,500. A further four cheques totaling \$80,000 issued by Compuquest to "Virtual Tech" and/or Jay Clausner appear to have been intended for Pinfold, based on the information found in the memo box on the

cheques. The Receiver is not aware of the nature of the relationship among Clausner, Pinfold and Virtual Tech. Copies of the cheques issued by Compuquest to Pinfold directly or indirectly are attached as **Appendix “25”**.

43. It appears to the Receiver that payments made to Pinfold, either directly or indirectly, were for improvements to the Ashburn Property. The Receiver has not yet completed its investigation into the source of funds used to construct improvements to the Ashburn Property.
44. Based on the Hogan Email, the Receiver anticipates that it will be able to trace additional funds from Compuquest’s accounts into the Ashburn Property through its continued investigations.

DEAN SALEM’S AND NORRIS’ INTEREST IN THE ASHBURN PROPERTY IS QUESTIONABLE

45. As described above, Salem and Norris have registered a CPL on title to the Ashburn Property relating to the Norris Application. The obligation underlying the Norris Application is 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.
46. On July 29, 2016, Salem filed unsecured proofs of claim with the Trustee on behalf of himself and Norris for a total of USD\$803,585.49, in each of Bodimeade’s and Compuquest’s bankruptcies. The claims are made up of a claim by Salem in the sum of USD\$106,200.00, and a claim by Norris in the sum of USD\$697,385.49. Copies of the proofs of claim, together with a summary of advances, are attached as **Appendix “26”**.
47. On August 3, 2016, Salem provided the Trustee with a copy of a revolving line of credit agreement between Salem and Norris, as lender, and Bodimeade and Compuquest, as borrower, limited to the sum of \$1,500,000 and dated December 31, 2015 (the “**Bodimeade/Norris RLOC**”). A copy of the Bodimeade/Norris RLOC is attached as **Appendix “27”**.

48. On April 25, 2016, Bodimeade sent GTL an email which contained a copy of a similar but modified revolving line of credit agreement between Salem and Norris, as lender, and Aimee and Compuquest, as borrower, limited to the sum of \$1,500,000 and dated March 3, 2016 (the “**Aimee/Norris RLOC**”). The Aimee/Norris RLOC was further modified by an email from Andrea Robertson (“Robertson”), Aimee’s lawyer, to Bodimeade dated March 3, 2016, and accepted by Bodimeade on March 3, 2016. A copy of the Aimee/Norris RLOC and the email correspondence dated March 3, 2016, is attached as **Appendix “28”**.
49. The Aimee/Norris RLOC purports to secure amounts owed by Aimee and Compuquest to Salem and Norris against, among other things, the Ashburn Property, up to a maximum of \$1,000,000. The Aimee/Norris RLOC provided to GTL is signed by Aimee but is not signed or notarized by Salem or his attorney.
50. Neither the Bodimeade/Norris RLOC nor the Aimee/Norris RLOC is registered pursuant to the *Personal Property Security Act* (“**PPSA**”), although they purport to create security interests in certain motor vehicles, as well as the Ashburn Property and the Silicone Drive Property. Pursuant to the Norris Application, Salem and Norris now seek to register a charge against the Ashburn Property, purportedly in accordance with the Aimee/Norris RLOC.
51. In addition to the deficiencies in the documentation supporting the obligations allegedly owed by Compuquest, Bodimeade, and Aimee to Norris and Salem, the Receiver has uncovered correspondence that suggests that Bodimeade made numerous preferential payments to Norris and Salem in the period leading up to the appointment of the Interim Receiver on April 29, 2016, and the Receiver on May 17, 2016.
52. For example, on March 11, 2016, Bodimeade sold a 2014 Kingaire Motorhome (the “**Kingaire**”) which was leased by Compuquest, for

USD\$505,000. Bodimeade paid a lease payout of USD\$249,118.23, and received USD\$255,881.77 in net equity from the sale, which amount was received on April 6, 2016 and deposited by Bodimeade into a bank account he had set up at The Toronto-Dominion Bank, contrary to the terms of the loan agreement between Compuquest and CIBC, and then wired the sum of USD\$253,000 to Norris. Copies of the sale agreement, confirmation of the wire transfer of \$255,881.77 to Compuquest and the subsequent wire of USD\$253,000.00 to Norris are attached as **Appendix “29”**.

53. The Receiver has also discovered two further emails of note between Bodimeade and Salem. On March 5, 2016, Salem wrote to Bodimeade to confirm that Bodimeade would be sending to Norris:

- a. receivables, totalling approximately \$90,000;
- b. Bodimeade’s HST refund, in the amount of \$160,000;
- c. the proceeds of sale of vehicles identified as:
 - i. King Aire, having equity of USD\$259,744;
 - ii. Optimus, having equity of USD\$63,833;
 - iii. Stacker Trailer, having equity of USD\$39,500;
 - iv. Other trailer, having equity of USD\$30,000.

54. On April 25, 2016, Bodimeade wrote to Salem in the context of having received CIBC’s demand letters on March 24, 2016, and April 19, 2016, to assure Salem that he would continue to repay his debts to Norris. In particular, Bodimeade stated, ***“I have given you every penny I have received from the sales of any personal assets and will continue to do so...I will continue you (sic) to sell whatever I can and forward any equity to you to pay down the debt.”*** Copies of these emails are attached as **Appendix “30”**.

55. As a result of the foregoing, 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 are reviewable as preferences or transfers at undervalue under the provisions of the *Bankruptcy and Insolvency Act* or related provincial legislation. The Receiver proposes to address the distribution of the proceeds of sale of the Ashburn Property at a future attendance, with the benefit of further investigations.

OTHER IMPROPER CONDUCT BY BODIMEADE

56. There was a significant decrease in the Debtors' assets in the year leading up to the appointment of the Interim Receiver and Receiver. According to the May 31, 2015 review engagement financial statements prepared by Turner Moore LLP, Compuquest had \$2,705,143 of accounts receivable and \$2,397,177 of inventory as well as \$432,618 of property, plant and equipment as of May 31, 2015. A copy of the review engagement financial statement as at May 31, 2015 is attached as **Appendix "31"**.
57. As discussed in the First Report of the Interim Receiver and First Report of the Receiver, on the Receiver's appointment, there was virtually no accounts receivable and no inventory. There has been no realization from accounts receivable. The Receiver has realized only \$120,000.00 from an online auction that included all inventory, furniture and equipment.
58. Shortly after the Receiver's appointment, the Receiver learned from Minden Gross, its independent counsel, that on September 12, 2006, Bodimeade was found guilty of laundering proceeds of crime contrary to the Criminal Code of Canada, arising out of charges that Bodimeade and his brother defrauded Royal Bank of Canada. A copy of the record of conviction is attached as **Appendix "32"**.
59. Bodimeade was placed on probation for a period of two years and was therefore on probation at the time of the purchase of the Ashburn Property.

60. The Receiver understands that CIBC was unaware of Bodimeade's criminal record prior to the appointment of the Receiver.
61. The Receiver has uncovered significant other evidence that Bodimeade has used Compuquest's funds for the payment of personal obligations, and has made other preferential payments in the face of pending enforcement action by CIBC.
62. For example, on April 28, 2016, counsel for CIBC attended at court to obtain the Interim Receivership Order, without notice to Compuquest. The Court adjourned the application to the following day to allow for notice to be given to Compuquest, which notice was provided on April 28, 2016. The Interim Receivership Order was granted on April 29, 2016.
63. On April 28, 2016, Bodimeade caused a payment in the sum of USD\$16,000 to be paid to 2401484 Ontario Inc. ("**240**"), the director of which company is an individual named Kara Clausner ("**K-Clausner**"). On April 29, 2016, Bodimeade caused a payment of USD\$75,000 to be paid by Compuquest to an individual named Jay Clausner ("**Clausner**") personally. Jay Clausner controls a company called Total Cart Solutions & Integration ("**TCSI**").
64. On June 2, 2016, the Receiver asked Bodimeade why he had made the USD\$75,000 payment to Clausner. Bodimeade initially advised that it reflected a loan repayment owing to Clausner. The Receiver has not been able to locate any evidence of any debt owing by Compuquest to Clausner, nor is there any registration to reflect same. On June 7, 2016, Bodimeade wrote to the Receiver to change his story, and to advise that in fact the USD\$75,000 payment represented the repayment of a deposit. A copy of the explanation provided by Clausner and Bodimeade and the related bank account screen shot are attached as **Appendix "33"**.

65. The Receiver has compiled and summarized a large number of payments issued by Compuquest from the CIBC bank account to either Clausner, K-Clausner, TCSI or 240, totaling \$1,219,530.19. Many of the cheques issued by Compuquest have indicated “loan repayments” or “pay backs” in the memo box of the cheque. The Receiver has no explanation as to the nature of these payments. A summary of the Clausner cheques is attached as **Appendix “34”**.
66. The Receiver will provide a more fulsome report to the Court regarding Bodimeade’s and the Debtors’ improper conduct once its investigation is complete.

THE PARTIES HAVE AGREED THAT THE ASHBURN PROPERTY MUST BE SOLD

67. On or about May 26, 2016, GTL asked Bodimeade to obtain permission from Aimee for the Receiver and Trustee to access the Ashburn Property, so that the Receiver and Trustee could determine if the Ashburn Property contained any other assets belonging to Bodimeade personally or to the Debtors, which were not disclosed to the Receiver or Trustee.
68. On or about May 31, 2016, GTL received a call from Robertson, inquiring about the various court proceedings against Bodimeade and the purpose of the visit being requested by GTL.
69. During the call, Robertson advised GTL that Aimee wanted to sell the Ashburn Property, and asked if GTL would oppose the sale. Robertson advised that Bodimeade had previously advised Aimee that he would not support the listing of the Ashburn Property for sale. GTL advised Robertson that the Trustee would support a sale of the Ashburn Property, but that the proceeds of sale should be held in trust pending a determination of the entitlement to the remaining equity in the Ashburn Property after payout of the CIBC mortgage.

70. On June 7, 2016, GTL sent an email to Robertson seeking an update on the request for access to the Ashburn Property. Robertson confirmed that GTL would be provided access on June 13, 2016.
71. GTL attended at the Ashburn Property on June 13, 2016. At the site visit, GTL found a number of non-exempt and non-disclosed personal assets, along with two pieces of farm/landscaping equipment that were subject to leases between Compuquest and Roynat Finance Inc.
72. On June 27, 2016, GTL emailed Robertson to request further access to the Ashburn Property, so as to enable GTL to bring Canam Appraiz Inc. ("**Canam**") to appraise Bodimeade's non-exempt assets. Robertson confirmed access would be provided on June 28, 2016 and that Robertson would be in attendance as well.
73. GTL and Canam attended at the Ashburn Property on June 28, 2016. During the June 28, 2016 site visit, Robertson advised GTL that Aimee had contacted Dan Plowman Team Realty Inc. for the purpose of selling the Ashburn Property, and provided GTL a copy of the proposed listing agreement, showing a proposed list price of \$3,300,000 (the "**Ashburn Listing**"). A copy of the Ashburn Listing is attached as **Appendix "35"**.
74. Robertson asked GTL for their feedback on the Ashburn Listing. GTL advised Robertson that they would forward the Ashburn Listing to their counsel for review and response. GTL sent the Ashburn Listing to the Trustee's counsel, Minden Gross LLP ("**Minden Gross**"), to review and respond to Robertson's request.
75. Minden Gross contacted Robertson by email on July 7, 2016 and advised that the Trustee had no objection to Aimee listing the Ashburn Property for sale on the following conditions:
 - a. the Trustee is provided with copies of all offers to purchase the Ashburn Property, forthwith on receipt;

- b. Aimee or the agent named in the Ashburn Listing provides the Trustee with bi-weekly updates regarding sale efforts/activity;
- c. no offer to purchase the Ashburn Property is accepted by Aimee without the prior written consent of the Trustee; and
- d. the Trustee reserves all of its rights with respect to entitlement to the sale proceeds.

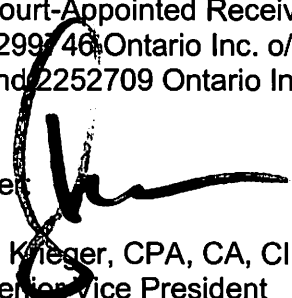
76. Minden Gross has followed up by phone and email on several occasions for a response from Robertson regarding the status of the Ashburn Listing, yet no response has been received to date. Copies of email requests from Minden Gross to Robertson dated July 6, July 18, July 28, August 4 and August 16, 2016 are attached as **Appendix "36"**.

RELIEF REQUESTED

77. The Receiver recommends and requests that the Court grant an order providing for the relief set out in paragraph 9 herein.

All of which is respectfully submitted to the Court.

GRANT THORNTON LIMITED,
Court-Appointed Receiver of
12997 46th Ontario Inc. o/a Compuquest2000
and 2252709 Ontario Inc.

Per 

J. Krieger, CPA, CA, CIRP, LIT
Senior Vice President

27712716.2

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR

)

TUESDAY, THE 17th

JUSTICE NEWBOULD

)

DAY OF MAY, 2016

)



CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

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

Respondents

**ORDER
(appointing Receiver)**

THIS APPLICATION made by Canadian Imperial Bank of Commerce ("CIBC") for an Order pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Grant Thornton Limited ("**GTL**") as receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of 1299746 Ontario Inc. o/a CompuQuest2000 and 2252709 Ontario Inc. (together, the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including, without limitation, the real property municipally known as 1935 Silicone Drive, Pickering, Ontario (the "**Premises**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Douglas MacLaine sworn April 28, 2016 and the exhibits thereto, the consent of GTL to act as the Receiver, and the consent of the Debtor, and on hearing the submissions of counsel for CIBC,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the notice of application and the application record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, GTL is hereby appointed 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, without limitation, the Premises, and all proceeds thereof (collectively, the "**Property**").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- 3 -

- (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;
- (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;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the 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. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- 4 -

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$150,000.00, provided that the aggregate consideration for all such transactions does not exceed \$300,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(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;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- 5 -

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(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 the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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.

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

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

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or

with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

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 Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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 Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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.

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, 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

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 \$50,000.00 (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.

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

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/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 Case Website shall be established in accordance with the Protocol and shall be accessible from the following URL: www.grantthornton.ca/compuquest2000.

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

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.

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

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.

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.

31. **THIS COURT ORDERS** that CIBC shall have its costs of this application, 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.

- 13 -

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.



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

MAY 17 2016

PER / PAR:



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that Grant Thornton Limited, the receiver (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of 1299746 Ontario Inc. o/a CompuQuest2000 and 2252709 Ontario Inc. (together, the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including, without limitation, the real property municipally known as 1935 Silicone Drive, Pickering, Ontario (the "**Premises**"), and all proceeds thereof, (collectively, the "**Property**"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the <*> day of May 2016 (the "**Order**") made in an application having Court file number CV-16-11369-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

Grant Thornton Limited., solely in its capacity as
the Receiver of the Property, and not in its
personal capacity

Per: _____

Name: _____

Title: _____

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

ORDER

AIRD & BERLIS LLP
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Lawyers for Canadian Imperial Bank of Commerce

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

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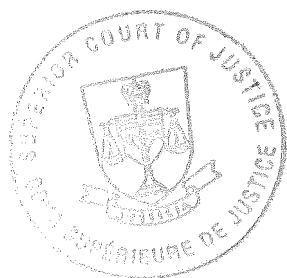
FRIDAY, THE 29TH

JUSTICE MESBUR

)

DAY OF APRIL, 2016

)



CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

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

Respondents

**ORDER
(appointing Interim Receiver)**

THIS APPLICATION made by Canadian Imperial Bank of Commerce ("**CIBC**") for an Order pursuant to subsection 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Grant Thornton Limited ("**GTL**") as interim receiver (in such capacity, the "**Interim Receiver**") without security, of all the assets, undertakings and properties of 1299746 Ontario Inc. o/a CompuQuest2000 (the "**Debtor**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Douglas MacLaine sworn April 28, 2016 and the exhibits thereto, the consent of GTL to act as the Interim Receiver, and on hearing the submissions of counsel for CIBC, no one appearing for the respondents although properly served as shown in the affidavit of service of Miranda Spence sworn April 28, 2016,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the notice of application and the application record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

1. **THIS COURT ORDERS** that pursuant to subsection 47(1) of the BIA and section 101 of the CJA, GTL is hereby appointed Interim 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**”).

INTERIM RECEIVER’S POWERS

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

- (a) to monitor the Debtor’s receipts and disbursements, including, without limitation, the right to access all information relating to the Debtor’s accounts or finance activities at any financial institution;
- (b) to preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to investigate and prepare a financial report as to the operations of the Debtor which will include the assets, liabilities and disposition of all Property for the twelve (12) month period preceding the date of this Order;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to summarily dispose of the Property that is perishable or likely to depreciate rapidly in value;
- (f) to establish a separate bank account for the benefit of the Debtor, for the deposit of funds received by the Debtor after the date of this Order;
- (g) to conduct examinations, if deemed necessary, including, without limitation, an examination of Gary Wayne Bodimeade;
- (h) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable; and
- (i) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

3. **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 Interim Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver’s request.

4. **THIS COURT ORDERS** that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the 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 Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 4 or in paragraph 5 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

5. **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 Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all

access codes, account names and account numbers that may be required to gain access to the information.

6. **THIS COURT ORDERS** that the Interim Receiver shall provide each of the relevant landlords with notice of the Interim 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 Interim 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 Interim Receiver, or by further Order of this Court upon application by the Interim Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

7. **THIS COURT ORDERS** that any tenants of the Debtor are hereby directed to make payments of rent directly to the Debtor's deposit account at CIBC, or alternatively, to the Interim Receiver, in trust.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

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 Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written

consent of the Interim Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall: (i) empower the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on; (ii) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE INTERIM 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 Interim 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 Debtor 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 Debtor, or as may be ordered by this Court.

INTERIM RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Interim Receiver from and after the making of this Order

from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Interim Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Interim Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor. The Interim Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in subsection 14.06(1.2) of the BIA, other than such amounts as the Interim Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) and 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* and any other applicable provincial privacy legislation, the Interim Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Interim 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 Interim Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE INTERIM RECEIVER’S LIABILITY

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

INTERIM RECEIVER’S ACCOUNTS

18. **THIS COURT ORDERS** that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge

(the “**Interim Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Interim Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

SERVICE AND NOTICE

21. **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 a Case Website shall be established in accordance with the Protocol with the following URL: www.grantthornton.ca/compuquest2000.

22. **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

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

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

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

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

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

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

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

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

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

APR 29 2016

PER / PAR: *RW*

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

ORDER

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Lawyers for Canadian Imperial Bank of Commerce

Court File No.: CV-15-11046-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE

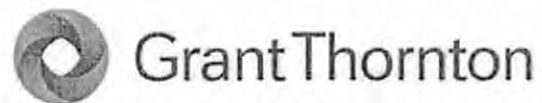
Applicant

- and -

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

Respondent

FIRST REPORT OF THE INTERIM RECEIVER
MAY 13, 2016



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

TABLE OF CONTENTS

INTRODUCTION AND BACKGROUND.....	1
PURPOSE OF THE FIRST REPORT	2
SCOPE AND TERMS OF REFERENCE	2
THE INTERIM RECEIVER'S ACTIVITIES.....	3
INFORMATION RECEIVED TO DATE	4
OVERVIEW OF THE DEBTOR'S ASSETS AND BUSINESS OPERATIONS.....	4
OVERVIEW OF DEBTORS' FINANCIAL POSITION.....	5

INDEX OF APPENDICES

- Appendix "A"** Interim Receivership Order, dated April 29, 2016
- Appendix "B"** Document Request List, sent April 18, 2016
- Appendix "C"** Emails from Management dated May 1 and 11, 2016 regarding location of assets
- Appendix "D"** Deposit slip of \$ 88,084.63 USD made April 28, 2016
- Appendix "E"** Outgoing Wire Transfer Confirmation of \$ 52,350 USD April 28, 2016
- Appendix "F"** Compuquest's Quickbooks Balance Sheet as of May 5, 2016

Court File No.: CV-15-11046-00CL

**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.**

Respondent

FIRST REPORT OF THE INTERIM RECEIVER

MAY 13, 2016

INTRODUCTION AND BACKGROUND

1. This report (the "**First Report**") is being filed by Grant Thornton Limited ("**GTL**") in its capacity as the Interim Receiver (the "**Interim Receiver**") of 1299746 Ontario Inc. o/a Compuquest2000 ("**Compuquest**") and 2252709 Ontario Inc. ("**225**") (collectively, the "**Debtors**"). The Interim Receiver was appointed pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated April 29, 2016, (the "**IR**")

Order") upon application by Canadian Imperial Bank of Commerce ("**CIBC**"). A copy of the IR Order is attached hereto as **Appendix "A"**.

PURPOSE OF THE FIRST REPORT

2. The purpose of the First Report is to update the Court on the status of the Debtors' business and the Interim Receiver's actions to date.

SCOPE AND TERMS OF REFERENCE

3. In preparing this First Report, the Interim Receiver has relied upon certain unaudited financial information, the limited available records of the Debtors and emails exchanged with Gary Bodimeade ("**Management**"). While the Interim Receiver has reviewed various documents provided by the Debtors, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Accounting Principles ("**GAAP**") or International Financial Reporting Standards ("**IFRS**"). Accordingly, the Interim Receiver expresses no opinion or other form of assurance pursuant to GAAP or IFRS with respect to such information.

4. This First Report has been prepared for the use of this Court and the Debtors' stakeholders as general information relating to the Debtors. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose. The Interim Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report contrary to the provisions of this paragraph.

5. Capitalized terms not defined in this First Report are as defined in the IR Order. All references to dollars are in Canadian currency unless otherwise noted.

6. Copies of this First Report and all Orders and Endorsements issued in these proceedings will be available on the Interim Receiver's website at: <http://www.grantthornton.ca/Compuquest>.

THE INTERIM RECEIVER'S ACTIVITIES

7. Since the IR Order, the Interim Receiver has performed the following activities with respect to the interim receivership proceedings (the "**IR Proceedings**"):

- (a) attended at 1935 Silicone Drive, Pickering, the premises of the Debtors (the "**Premises**"). Since the Interim Receivership Order, no representative of the Debtors has returned to the premises, nor have they requested access to the Premises by the Interim Receiver, despite the Interim Receiver's offer to do so;
- (b) secured the Premises by changing the locks;
- (c) reviewed Compuquest's books and records at the Premises on April 29, 2016;
- (d) sent a request for bank accounts to be frozen at TD Bank ("**TD Bank**") which accounts were opened by the Debtors in March 2016;
- (e) sent various information requests to Management, including a request to disclose the whereabouts of over twenty-five vehicles and heavy equipment not found on the Premises that were purchased or leased as identified in PPSA searches;
- (f) requested three employees/contractors to return company vehicles in their possession;
- (g) sent requests to the secured parties listed on the PPSA to provide details of the purchase or lease of the respective assets over which they had registered security;
- (h) advised tenants of 225 of the IR Order and instructed them to send future rental payments for their units to the Interim Receiver, care of 225;
- (i) engaged in discussions with the Debtors' employees relating to the status of unpaid wages that were owing;

- (j) contacted the Debtors' insurer to determine the status of coverage in effect and to obtain a list of the Debtors assets being insured;
- (k) arranged access to a tenant so they could ship their inventory stored within Compuquest's warehouse; and,
- (l) responded to numerous inquiries and requests for information from stakeholders of the Debtors, including CIBC and employees.

INFORMATION RECEIVED TO DATE

8. Prior to its appointment as Interim Receiver, GTL was engaged by CIBC to act as a consultant to review the Debtors' financial affairs. GTL, as consultant, requested of Management a site meeting, which eventually took place on April 15, 2016 although Management did not attend. On April 18, 2016 an email was sent by GTL to Management with a document request list of seventeen items, a copy of which is attached as **Appendix "B"**. Prior to the appointment of the Interim Receiver, Management had only provided information on five items. Since the appointment of the Interim Receiver, no further information has been provided.

9. The Interim Receiver has requested information relating to the whereabouts of the Debtors' assets. The majority of the assets have, according to Management, either been sold or returned to the respective secured creditors prior to the IR Order. Attached as **Appendix "C"** are responses from Management relating to the whereabouts of those assets.

10. The Interim Receiver also has made a request and received passwords to Compuquest's computer network and accounting software.

OVERVIEW OF THE DEBTOR'S ASSETS AND BUSINESS OPERATIONS

11. 225 owns the Premises. It leases space to Compuquest and three other tenants, however, we have not seen an intercompany lease between Compuquest and 225.

12. Compuquest engages in the purchase of second hand computer and electronic hardware and resells product as either refurbished complete units or cannibalises key parts for resale to end users or other distributors and retailers.

13. Management has confirmed to the Interim Receiver that Compuquest has no product to ship. Furthermore, there are no material funds in any of the Debtors' bank accounts. This information, together with the fact that no one has returned to work since the IR Order would indicate that there does not appear to be any prospect of Compuquest carrying on ongoing business operations.

OVERVIEW OF DEBTORS' FINANCIAL POSITION

14. The financial information provided by the Debtors to the Interim Receiver has been very limited. Based on the information found and made available, the Interim Receiver believes there has been limited business operations of Compuquest for several months as there has been limited inventory received or sold. In what appears to be mid-March 2016, the Company opened bank accounts at TD Bank (Contrary to its credit agreement with CIBC) and diverted at least one account receivable and other deposits which would otherwise have been subject to the security of CIBC. The funds in the TD accounts were largely depleted by Compuquest prior to the IR Order.

15. The declining performance of Compuquest, together with the diversion of proceeds to the TD Bank account, has eroded CIBC's security position dramatically. Accounts receivable reported by Compuquest on December 31, 2015 was approximately \$3.5 million. As at April 26, 2016, the balance was approximately \$282,000. The Debtors were delinquent in their reporting to CIBC since December 2015.

16. We have not yet obtained sufficient detail supporting the decline in accounts receivable from January 1, 2016 to April 29, 2016. We are currently awaiting receipt of bank statements from TD Bank to reconcile the balances. At this stage, we have obtained from the Debtors' records a copy of a TD Bank slip evidencing \$88,084.63 USD was collected and deposited on April 28, 2016 and on April 28, 2016, an outgoing

wire transfer in the amount of \$52,350 USD was made to one of Compuquest's suppliers. Attached as **Appendices "D & E"** are copies of the deposit and wire transfers made on April 28, 2016.

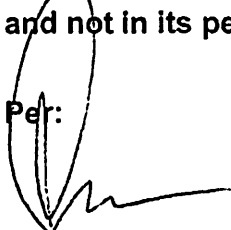
17. The inventory on site when the Interim Receiver secured the Premises on April 29, 2016 does not appear to have materially changed since GTL's initial visit as consultant on April 15, 2016. GTL was advised by Compuquest staff on April 15, 2016 that inventory had a value of less than \$50,000. According to the Debtors' accounting system, the inventory has a value of approximately \$1,063,000, and there are approximately \$34 million in undeposited funds. The Interim Receiver has no evidence with respect to the claimed inventory balance or the undeposited funds. Attached as **Appendix "F"** is a copy of the internal balance sheet generated from the Compuquest accounting system.

18. There does not appear to be any material fixed assets at the Debtors' Premises.

All of which is respectfully submitted,

GRANT THORNTON LIMITED,
in its capacity as Court-appointed
Interim Receiver of the Debtors
and not in its personal or corporate capacity

Per:



Jonathan Krieger, CPA, CA, CIRP
 Senior Vice-President

CANADIAN BANK OF COMMERCE

and

1229746 ONTARIO INC o/a COMPUQUEST2000

Applicant

And 2252709 ONTARIO INC.

Respondent

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

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

Proceedings commenced at Toronto

FIRST REPORT OF THE INTERIM RECEIVER

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Fax: (416) 863-1515

Lawyers for the Canadian Imperial Bank of Commerce

District of Ontario
 Division No. 09 - Toronto
 Court No. 31-OR-208155-T
 Estate No. 31-458130

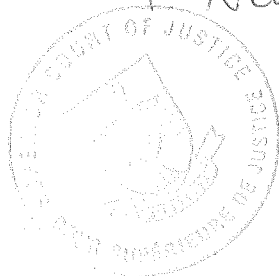
ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
 IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE

) WEDNES DAY, THE 25 DAY

JUSTICE F NEWBOULD

)
) OF MAY, 2016



IN THE MATTER OF THE BANKRUPTCY OF
1299746 ONTARIO INC. o/a COMPUQUEST2000
 of the City of Pickering, in the Region of Durham,
 in the Province of Ontario

BANKRUPTCY ORDER

Upon the application of Canadian Imperial Bank of Commerce ("**CIBC**"), a creditor, having an office in the City of Toronto, in the Province of Ontario, issued on the 3RD day of May 2016, and upon reading the Application for Bankruptcy Order, the Affidavit of Verification of Douglas MacLaine sworn the 3rd day of May 2016, the Order of the Honourable Justice Newbould dated May 17, 2016, the Consent of Grant Thornton Limited ("**GTL**") to act as trustee of the property of 1299746 Ontario Inc. o/a CompuQuest2000 (the "**Debtor**"), the consent of GTL in its capacity as the Court-appointed receiver of the Debtor to the issuance of a Bankruptcy Order in respect of the Debtor, and upon hearing submissions of counsel for CIBC and such other parties as were present, and it appearing to the Court that the following act of bankruptcy has been committed:

- (a) that the Debtor ceased to meet its liabilities generally as they became due, in that it has failed to pay its obligations to the applicant creditor CIBC;

- 2 -

1. **THIS COURT ORDERS** that the Debtor be adjudged bankrupt, and a bankruptcy order is hereby made against the Debtor on this date.
2. **THIS COURT ORDERS** that GTL, of the City of Toronto in the Province of Ontario, be appointed as trustee of the estate of the bankrupt Debtor.
3. **THIS COURT ORDERS** that the trustee give security in an amount to be fixed by the Official Receiver pursuant to subsection 16(1) of the *Bankruptcy and Insolvency Act* (Canada).
4. **THIS COURT ORDERS** that the costs of the applicant CIBC be paid out of the assets of the estate of the bankrupt Debtor on taxation thereof.



TO: 1299746 Ontario Inc. o/a
CompuQuest2000, the debtor
 1935 Silicone Drive
 Pickering, ON L1W 3V7

District of Ontario
 Division No. 09 - Toronto
 Court No. 31-OR-208155-T
 Estate No. 31-458130

ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST
 IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE
 BANKRUPTCY OF
1299746 ONTARIO INC o/a
COMPUQUEST2000
 of the City of Pickering, in the Region
 of Durham, in the Province of Ontario

TAKE NOTICE that Gary Wayne Bodimeade, President of the bankrupt named herein, is required, pursuant to section 159 of the *Bankruptcy and Insolvency Act*, to attend at the office of the Official Receiver, at 25 St. Clair Avenue West, Toronto on _____, 2015, at _____ [a.m.][p.m.] [o'clock in the _____ noon], there to answer such questions with respect to the conduct of the bankrupt corporation, the causes of its bankruptcy and the disposition of its property as may be put by the Official Receiver, and take notice that if you fail to present yourself for examination, the court may by warrant cause you to be apprehended and brought up for examination and may order you to be imprisoned for a term not exceeding three years.

DATED at Toronto this _____ day of _____, 2015.

 Official Receiver

BANKRUPTCY ORDER

AIRD & BERLIS LLP
 Barristers and Solicitors
 Suite 1800, Box 754
 181 Bay Street
 Toronto, ON M5J 2T9

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*Lawyers for Canadian Imperial Bank of
 Commerce*

District of Ontario
 Division No. 09 - Toronto
 Court No. 31-OR-208154-T
 Estate No. 31-458133

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
 IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE) WEDNESDAY, THE 25 DAY
 JUSTICE F. NEWBOULD) OF MAY, 2016



IN THE MATTER OF THE BANKRUPTCY OF
GARY WAYNE BODIMEADE,
 of the Town of Whitby, in the Region of Durham,
 in the Province of Ontario

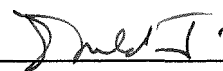
BANKRUPTCY ORDER

Upon the application of Canadian Imperial Bank of Commerce ("**CIBC**"), a creditor, having an office in the City of Toronto, in the Province of Ontario, issued on the 3rd day of May 2016, and upon reading the Application for Bankruptcy Order, the Affidavit of Verification of Douglas MacLaine sworn the 3rd day of May 2016, the Consent of Grant Thornton Limited ("**GTL**") to act as trustee of the property of Gary Wayne Bodimeade (the "**Debtor**"), the consent of the Debtor, and upon hearing submissions of counsel for CIBC and such other parties as were present, and it appearing to the Court that the following act of bankruptcy has been committed:

- (a) that the Debtor ceased to meet its liabilities generally as they became due, in that it has failed to pay its obligations to the applicant creditor CIBC;

1. **THIS COURT ORDERS** that the Debtor be adjudged bankrupt, and a bankruptcy order is hereby made against the Debtor on this date.

2. **THIS COURT ORDERS** that GTL, of the City of Toronto in the Province of Ontario, be appointed as trustee of the estate of the bankrupt Debtor.
3. **THIS COURT ORDERS** that the trustee give security in an amount to be fixed by the Official Receiver pursuant to subsection 16(1) of the *Bankruptcy and Insolvency Act* (Canada).
4. **THIS COURT ORDERS** that the costs of the applicant CIBC be paid out of the assets of the estate of the bankrupt Debtor on taxation thereof.



TO: Gary Wayne Bodimeade, the debtor
 7475 Ashburn Road
 Whitby, ON L1M 1L4

District of Ontario
 Division No. 09 - Toronto
 Court No. 31-OR-208154-T
 Estate No. 31-458133

ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST
 IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE
 BANKRUPTCY OF
GARY WAYNE BODIMEADE
 of the Town of Whitby, in the Region
 of Durham, in the Province of Ontario

TAKE NOTICE that Gary Wayne Bodimeade, the bankrupt named herein, are required, pursuant to section 158 of the *Bankruptcy and Insolvency Act*, to attend at the office of the Official Receiver, at 25 St. Clair Avenue West, Toronto on _____, 2016, at _____ [a.m.][p.m.] [o'clock in the _____noon], there to answer such questions with respect to your conduct, the causes of your bankruptcy and the disposition of your property as may be put by the Official Receiver, and take notice that if you fail to present yourself for examination, the court may by warrant cause you to be apprehended and brought up for examination and may order you to be imprisoned for a term not exceeding three years.

DATED at Toronto this _____ day of _____, 2015.

BANKRUPTCY ORDER

 Official Receiver

AIRD & BERLIS LLP
 Barristers and Solicitors
 Suite 1800, Box 754
 181 Bay Street
 Toronto, ON M5J 2T9

Steven L. Graff (LSUC # 31871V)
Miranda Spence (LSUC # 60621M)

Tel: 416.863.1500
 Fax: 416.863.1515

*Lawyers for Canadian Imperial Bank of
 Commerce*

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

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

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

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

Respondent

FIRST REPORT OF THE RECEIVER

SEPTEMBER 16, 2016



Grant Thornton Limited
Receiver of the Respondents

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

TABLE OF CONTENTS

INTRODUCTION.....	1
PURPOSE OF THIS FIRST REPORT.....	2
SCOPE AND TERMS OF REFERENCE	3
ACTIVITIES OF THE RECEIVER	4
INVESTIGATIVE MATTERS	4
STATUTORY NOTICES	4
INSURANCE FOR THE SILICONE DRIVE PROPERTY.....	4
WAGE EARNER PROTECTION PROGRAM AND OTHER STATUTORY FILINGS.....	5
SALE OF COMPUQUEST’S ASSETS	5
REALIZATION ON VEHICLES	6
SALE OF THE SILICONE DRIVE PROPERTY.....	7
LEGAL COUNSEL	10
CONFIDENTIALITY OF THE SALE PROCESS	10
PRIORITY CLAIMS.....	11
RECEIPTS AND DISBURSEMENTS	11
PROPOSED DISTRIBUTION.....	11
PROFESSIONAL FEES.....	12
RELIEF REQUESTED.....	13

APPENDICES

- 1 Receivership Order dated May 17, 2016
- 2 Interim Receivership Order dated April 29, 2016
- 3 First Report of the Interim Receiver dated May 13, 2016, without Appendices
4. Bankruptcy Orders for Compuquest and Bodimeade
5. Summary of Liquidation Proposals for Compuquest Assets and Reporting Letter from Canam Appraiz Inc.
6. Correspondence between Receiver and Grand Touring Automobiles
7. Silicone Drive Listing Agreement dated June 2, 2016
- 8 Colliers Marketing Summary
9. Receiver's Interim Statement of Receipts and Disbursements dated September 13, 2016
10. CIBC Mortgage payout balance as at September 14, 2016
11. Affidavit of Jonathan Krieger sworn September 16, 2016

CONFIDENTIAL APPENDICES

1. Listing Proposals Summary
2. Silicone Drive Property Offer Chronology
3. Silicone Drive Final Agreement (inclusive of waivers and amending agreements)

INTRODUCTION

1. This report (the “**First Report**”) is being filed by Grant Thornton Limited (“**GTL**”) in its capacity as the Receiver (the “**Receiver**”) of 1299746 Ontario Inc. o/a Compuquest2000 (“**Compuquest**”) and 2252709 Ontario Inc. (“**225**”) (together, the “**Debtors**”). The Receiver was appointed pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated May 17, 2016, (the “**Receivership Order**”) upon application by Canadian Imperial Bank of Commerce (“**CIBC**”). A copy of the Receivership Order is attached hereto as **Appendix “1”**.
2. Prior to the Receivership Order, GTL was appointed as Interim Receiver of Compuquest pursuant to the Order of the Honourable Justice Mesbur of the Court dated April 29, 2016 (the “**IR Order**”). A copy of the IR Order is attached hereto as **Appendix “2”**. The IR Order was sought by CIBC due to, among other things, serious concerns with the financial viability of the Debtors, the lack of financial reporting received as required by the Debtors’ security agreement, and the apparent absence of ongoing operations at Compuquest’s premises.
3. GTL filed its First Report as Interim Receiver on May 13, 2016 which discussed, among other things, the Company’s minimal assets, limited business operations and a deteriorating financial position. A copy of the IR’s First Report, without appendices, is attached hereto as **Appendix “3”**.
4. Compuquest was engaged in the business of purchasing used electronics and selling them as refurbished units, or disassembling the units to salvage key parts for resale. Compuquest’s assets consisted mainly of computer equipment, furniture and warehouse support equipment.
5. 225’s principal asset is real property municipally known as 1935 Silicone Drive, Pickering, Ontario (the “**Silicone Drive Property**”). The property is demised into three sections. Compuquest operated from one of the sections, and the other two sections are leased by The Insurance Market

Insurance Brokers Ltd. (“**Insurance Market**”) and Norfoam Ltd. (“**Norfoam**”) (together, the “**Tenants**”), pursuant to leases made as between 225, as landlord, and each of the Tenants, as tenant (together, the “**Leases**”). 225 continues to receive monthly rent from each of the Tenants.

6. GTL was appointed as Trustee in Bankruptcy (the “**Trustee**”) of Compuquest and Gary Bodimeade (“**Bodimeade**”) (the principal of the Debtors) pursuant to Orders made by the Honourable Justice Newbould of the Court dated May 25, 2016 (the “**Bankruptcy Orders**”), on application by CIBC. Copies of the Bankruptcy Orders are attached hereto as **Appendix “4”**.
7. GTL, as Trustee, continues to administer the bankruptcies, including conducting certain investigations related to the affairs of Compuquest and Bodimeade in the bankruptcy proceedings.

PURPOSE OF THIS FIRST REPORT

8. The purpose of this First Report (the “**First Report**”) is to update the Court on the Receiver’s activities since its appointment and to support the Receiver’s motion for Orders, among other things:
 - a. approving the First Report and the activities of the Receiver described herein;
 - b. approving the purchase and sale agreement (as amended, the “**Silicone Drive Final Agreement**”) entered into between the Receiver and 2528452 Ontario Inc. (the “**Silicone Drive Purchaser**”) for the Silicone Drive Property;
 - c. authorizing the Receiver to close the Silicone Drive Final Agreement and, on closing of the Silicone Drive Final Agreement, vesting in the Silicone Drive Purchaser all of 225’s right, title and

interest, if any, to the Silicone Drive Property free and clear of all claims and encumbrances;

- d. authorizing the Receiver to pay the mortgage balance owing to CIBC, the first mortgagee, from the net proceeds of sale of the Silicone Drive Property;
- e. compelling PTC Automotive Ltd. o/a Grand Touring Automobiles ("**GTA**") to turn over all documentation related to Compuquest's trade in and purchase of Lamborghinis;
- f. approving the Receiver's Interim Statement of Receipts and Disbursements dated September 13, 2016 (the "**Interim R&D**");
- g. approving the fees and disbursements of the Receiver for the period ended July 31, 2016; and,
- h. sealing Confidential Appendices "1" through "3" until the closing of the Sale Transaction or further order of the Court.

SCOPE AND TERMS OF REFERENCE

- 9. In preparing this First Report, the Receiver has relied upon certain unaudited financial information, the Debtors' records, and financial information. While the Receiver has performed a preliminary review of available books and records of Compuquest and 225, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Accounting Principles ("**GAAP**") or International Financial Reporting Standards ("**IFRS**"). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAP or IFRS with respect to such information.
- 10. This First Report has been prepared for the use of this Court and the Debtors' stakeholders as general information relating to the Debtors, and to assist the Court in making a determination of whether to approve the relief

sought. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report for any other purpose.

11. All references to dollars in this First Report are in Canadian currency unless otherwise noted.

ACTIVITIES OF THE RECEIVER

INVESTIGATIVE MATTERS

12. As noted in the Interim Receiver's First Report dated May 13, 2016, the Interim Receiver identified at least one instance involving the diversion of Compuquest proceeds to a newly set up bank account at TD Bank, contrary to Compuquest's lending agreement with CIBC. The Receiver has identified further reviewable transactions requiring investigation from a review of Compuquest's bank accounts and other books and records. This investigation will be pursued further by the Trustee pursuant to the powers afforded to the Trustee pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**").

STATUTORY NOTICES

13. The Receiver filed the requisite statutory notices as required by sections 245 and 246 of the BIA.

INSURANCE FOR THE SILICONE DRIVE PROPERTY

14. At the time of the Receivership, the Debtors maintained an insurance policy in effect with Intact Insurance Company. The Receiver arranged to be added as a named insured to the Debtors' insurance policy. The Receiver has cancelled the coverage on all equipment and motor vehicles that were returned to lessors prior to the receivership by the Debtors, or subsequently

released by the Receiver once the Receiver was satisfied with the validity of the respective registrations.

15. The Receiver has settled a claim that was filed prior to the issuance of the Receivership Order involving damage to a swing gate arm at the front of the Silicone Drive Property. The Receiver accepted a cash settlement for the claim.

WAGE EARNER PROTECTION PROGRAM AND OTHER STATUTORY FILINGS

16. The Receiver obtained payroll information from the Compuquest records and has spoken with the former Compuquest staff relating to unpaid wages owing. The Receiver has prepared the calculations and forms related to the Wage Earner Protection Program (“**WEPP**”) and sent them to employees for confirmation. All employees have received the calculated amounts owing to them under the WEPP. The Receiver also issued to the employees records of employment and T4’s for 2016.

SALE OF COMPUQUEST’S ASSETS

17. Compuquest’s assets include personal property consisting of used computer and electronics inventory, warehousing support equipment, office furniture, office equipment, computers, gym equipment, various sporting goods and memorabilia (collectively, the “**Compuquest Personal Property**”).
18. The Receiver contacted four liquidation firms to inspect the Compuquest Personal Property located at the Silicone Drive Property, and to provide liquidation proposals to the Receiver. After reviewing the proposals and discussing same with the liquidators, the Receiver retained the services of CanAm Appraiz Inc. (“**Canam**”) to sell the Compuquest Personal Property on a commission basis by public auction. Canam conducted an online auction that ran between July 6, 2016 to July 20, 2016. The sale of the Compuquest Personal Property realized \$129,610.00 plus HST of

\$16,849.30 less Canam's expenses of \$21,917.71. These amounts are reflected on the Interim R&D. The highest offer from an alternate liquidator to purchase the Compuquest Personal Property was for \$50,000, subject to further downward adjustments. A copy of the summary of auction proposals received by the Receiver and the reporting letter from Canam on the sale results is attached as **Appendix "5"**.

REALIZATION ON VEHICLES

19. At the commencement of the Receivership, the Receiver was advised that three leased or financed vehicles with PPSA registrations were being driven by former Compuquest employees. Two of the registrations were from Toyota Financial Services Inc. ("**Toyota**") and another was from Royal Bank of Canada ("**RBC**"). The Receiver contacted the former employees who were driving the vehicles to request that they return the vehicles to the Silicone Drive Property. The Receiver's counsel reviewed the documentation provided by Toyota and RBC and determined that the registrations were valid and enforceable. The Receiver released its interest in the vehicles subject to receiving an accounting of the proceeds from the disposition of the vehicles.
20. The Receiver received a cheque from Toyota for \$7,066.74 on August 5, 2016 for amounts realized in excess of what was owed to Toyota on account of the two vehicles subject to their security. There was no surplus from the vehicle financed with RBC.
21. On or about July 20, 2016, the Receiver received a cheque for \$30,000 representing a refund of a deposit on a pre-ordered Lamborghini from GTA. Representatives of GTA advised the Receiver that Bodimeade traded in a different Lamborghini shortly before the issuance of the Receivership Order which had \$30,000 of equity to apply to the new vehicle. We are advised that Bodimeade subsequently cancelled the purchase of the new vehicle, and the pre-ordered vehicle was sold by GTA to a different party.

22. The Receiver has written to John Morabito, the VP Finance and CFO of GTA, to obtain further details regarding the purchase, the trade and the cancelled order. A copy of correspondence between the Receiver and GTA is attached as **Appendix “6”**. Despite several requests, GTA has not provided the requested information. The Receiver has called and left messages for Mr. Morabito, but he has not returned the Receiver’s telephone calls. The Receiver seeks an order compelling GTA to turn over the requested documentation supporting the purchase of the vehicle by Compuquest and details of the trade equity.

SALE OF THE SILICONE DRIVE PROPERTY

23. The Receiver solicited listing proposals to sell the Silicone Drive Property from: i) CBRE; ii) Colliers International (“**Colliers**”); iii) Cushman and Wakefield (“**CW**”); and iv) World Class Realty Point/Kee Plus Realty Ltd. (“**World Class**”). A summary of the listing proposals received is attached hereto as **Confidential Appendix “1”**.
24. The listing prices recommended by each of Colliers, CBRE and CW were within one percent of each other, and the proposed commissions charged by each of these brokers were the same in a co-brokered deal. The World Class opinion of value and recommended listing price was much lower than the other three realtors. In consultation with CIBC, the Receiver determined that Colliers had submitted the best proposal.
25. The Receiver entered into a listing agreement with Colliers on June 2, 2016 (the “**Silicone Drive Listing Agreement**”), with the consent of CIBC. The property was listed for \$3,875,000, which was consistent with Colliers’ recommended listing price. A copy of the Silicone Drive Listing Agreement is attached as **Appendix “7”**.
26. The Silicone Drive Property was marketed by Colliers via an MLS posting, Colliers’ website, information sheets and direct emails. Attached as

Appendix “8” is a reporting letter from Colliers summarizing the marketing process it conducted with respect to the Silicone Drive Property.

27. On June 21, 2016, Colliers advised the Receiver that it had received two offers for the Silicone Drive Property. As both offers were very close in value, the Receiver asked Colliers to speak to both agents for the buyers and advise them that both parties should improve their bids and resubmit new offers.
28. On June 28, 2016, Colliers received revised offers from the same two purchasers. While both purchasers improved their offers, one offer was clearly preferable, in both the quantum of the sale price and the terms of the offer. Colliers solicited a third round of bidding with the offerors, however, both parties confirmed that they had submitted their best and final offer in the second round of bidding. A summary of the bidding chronology is attached as **Confidential Appendix “2”**.
29. After continued further negotiation of terms, on July 4, 2016, the Receiver and 9014004 Canada Inc (the “**Silicone Drive Offeror**”) executed a conditional offer of purchase and sale (the “**Silicone Drive Accepted Offer**”), and Colliers received the first half of the deposit payable pursuant to the Silicone Drive Accepted Offer on July 7, 2016.
30. The Receiver and its counsel worked with the Silicone Drive Offeror to clear their conditions. The Silicone Drive Offeror identified a number of issues with the state of the building including a broken HVAC unit and electrical system deficiencies, supported by a building condition report they obtained on the Silicone Drive Property. On account of these items, the Silicone Drive Offeror sought an abatement of the purchase price to offset the additional expected costs to remediate same. After some negotiation, the Receiver and the Silicone Drive Offeror agreed on a \$15,000 abatement to the purchase price as a fair and reasonable settlement.

31. The Silicone Drive Offeror has advised the Receiver that 2528452 Ontario Inc. (the “**Silicone Drive Purchaser**”) will be the party taking title to the Silicone Drive Property. A copy of the Silicone Drive Final Agreement, inclusive of all waivers and amending agreements, is attached as **Confidential Appendix “3”**.
32. The Silicone Drive Property is demised into three units. The front unit, which is approximately 4,000 square feet, is rented by Insurance Market. The middle unit is approximately 15,000 square feet and was occupied by Compuquest. The rear unit is approximately 11,876 square feet and is occupied by Norfoam.
33. The Receiver has collected monthly rent payments totalling \$66,302.85 plus HST to the date of this First Report. Both Tenants’ rents are current as of the filing of this report.
34. The Silicone Drive Agreement requires the assignment of the Leases to the Silicone Drive Purchaser. The Receiver has been in regular contact with the Tenants throughout the marketing of the Silicone Drive Property and has not received an objection from the Tenants related to the assignment of the Leases.
35. The Silicone Drive Final Agreement contemplates that title to the Silicone Drive Property will be transferred to the Silicone Drive Purchaser through a vesting order free and clear of all claims and encumbrances except for permitted encumbrances.
36. The Receiver therefore seeks an Order approving the Silicone Drive Final Agreement, authorizing the Receiver to take all steps required to complete the Silicone Drive Final Agreement, and vesting all of 225’s right, title and interest in the Silicone Drive Property in the Silicone Drive Purchaser.

LEGAL COUNSEL

37. Aird & Berlis LLP ("**A&B**") acts for CIBC in the within proceeding, as well as in the bankruptcy applications brought against Compuquest and Bodimeade. The Receiver has utilized the services of A&B in respect of non-contentious matters related to the receivership, including documenting and negotiating the Silicone Drive Final Agreement, dealing with certain claimants and preparing materials for Court. This was done with a view to minimizing the cost of the administration of the receivership, as it is highly likely that CIBC will suffer a significant shortfall in the Compuquest receivership.
38. The Receiver has retained Minden Gross LLP ("**Minden Gross**") as counsel for matters which are contentious in nature or require independent advice, such as the independent security opinion referred to in paragraph 48 below. Minden Gross also acts as counsel for the Trustee in the Compuquest and Bodimeade bankruptcies.

CONFIDENTIALITY OF THE SALE PROCESS

39. The Receiver is of the view that Confidential Appendices "1" through "3" (the "**Confidential Appendices**") should remain sealed until the earlier of the completion of the Silicone Drive Final Agreement or further Order of the Court, as the information contained therein is commercially sensitive and could prejudice the sale process. In the absence of a sealing order, potential purchasers would have access to confidential tenant information, the bidding history and the price accepted by the Receiver, which may adversely affect the realizations in the event that the Silicone Drive Final Agreement fails to close.
40. The Receiver does not believe that any party will suffer prejudice if the information contained in the Confidential Appendices is sealed in this manner.

PRIORITY CLAIMS

41. Canada Revenue Agency (“**CRA**”) has not filed a claim for HST arrears for Compuquest to date. The Receiver is in receipt of a statement of account showing HST owing of \$300.89. The HST claim, when filed, will rank as unsecured in light of the Compuquest bankruptcy.
42. CRA has filed a claim for arrears of source deductions in Compuquest as the Receiver had a Trust Exam performed by CRA and the claim filed shows Compuquest owing \$20,082.38.
43. The super-priority balance owing for WEPP is \$6,085.09.
44. The Receiver is not aware of any other claims that may rank in priority to the claims of Compuquest’s secured creditors.

RECEIPTS AND DISBURSEMENTS

45. A copy of the combined Interim R&D is attached hereto as **Appendix “9”**. As at September 13, 2016 the Receiver held receipts in excess of disbursements of \$181,843.43 for Compuquest and 225, excluding the deposit received in respect of the Silicone Drive Agreement, which amount has not been included as it is held in trust, pending the closing of the Silicone Drive Agreement.

PROPOSED DISTRIBUTION

46. As aforementioned, the first mortgagee on the Silicone Drive Property is CIBC. The Receiver’s counsel has conducted the necessary title searches and off-title inquiries, and has determined that there are no priority claims against the proceeds of sale other than realty taxes.

47. The net proceeds from the sale of the Silicone Drive Property will be sufficient to pay out the first mortgagee in full, including adjustments for realty taxes and commissions payable on closing. As at September 14, 2016, CIBC is owed \$3,230,454.83, with per diem interest of \$329.54. Correspondence from CIBC evidencing the mortgage balance owing on the Silicone Drive Property as of September 14, 2016 and per diem cost is attached as **Appendix "10"**. Notwithstanding the mortgage pay out, CIBC is owed substantial further amounts from the Debtors.
48. The Receiver has obtained an independent opinion on the validity and enforceability of CIBC's security from Minden Gross confirming that CIBC holds valid and enforceable security over the Debtors.
49. The Receiver respectfully requests that this Court issue an Order authorizing the Receiver to distribute sufficient net proceeds from the sale of the Silicone Drive Property to pay out CIBC's mortgage in full, with the balance of proceeds from the Silicone Drive Final Agreement to remain in 225 until further Order of this Court.

PROFESSIONAL FEES

50. The Receiver has maintained detailed records of their professional time and costs since the Receivership Order was granted.
51. Pursuant to paragraph 18 of the Receivership Order, the Receiver and its legal counsel shall be paid their reasonable fees and disbursements. In addition, pursuant to the Receivership Order, the Receiver was granted a first charge on the Debtors' assets as security for such fees and disbursements.
52. The total fees and disbursements of the Receiver during the period from April 12, 2016 to July 31, 2016 amount to \$ 60,528.98, together with HST in the amount of \$ 7,868.77, totalling \$ 68,397.75. Time spent by the Receiver

is more particularly described in the affidavit of Jonathan Krieger, Senior Vice-President of Grant Thornton Limited having carriage of this proceeding as the Receiver, sworn September 16, 2016 in support hereof, a copy of which is attached hereto as **Appendix "11"**.

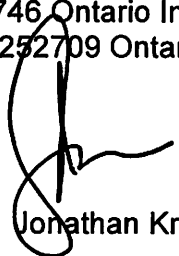
53. The Receiver believes that the fees described in its' fee affidavit in the First Report are fair and reasonable and respectfully requests that the Court approve same.
54. The Receiver proposes to make a recommendation in respect of the allocation of its fees and disbursements between the Debtors on a later motion.

RELIEF REQUESTED

55. The Receiver recommends and requests that the Court grant orders providing for the relief set out in Paragraph 8 herein.

All of which is respectfully submitted to the Court.

GRANT THORNTON LIMITED,
Court-Appointed Receiver of
1299746 Ontario Inc. o/a Compuquest2000
and 2252709 Ontario Inc.

Per:  Jonathan Krieger, CPA, CA, CIRP, LIT

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	THURSDAY, THE 22 nd DAY
	)	
JUSTICE <i>NEWBOULD</i>	)	OF SEPTEMBER, 2016

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**

ORDER

THIS MOTION, made by made by **GRANT THORNTON LIMITED ("GTL")** in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**") of the undertaking, property and assets of 1299746 Ontario Inc. o/a Compuquest2000 ("**Compuquest**") and 2252709 Ontario Inc. ("**225**" and, together with Compuquest, the "**Debtors**"), for orders (a) approving the First Report of the Receiver dated September 16, 2016 (the "**First Report**") and approving the actions of the Receiver described therein; (b) authorizing the Receiver to pay the mortgage balance owing to the applicant, Canadian Imperial Bank of Commerce ("**CIBC**"), from the net proceeds of sale of the real property municipally known as 1935 Silicone Drive, Pickering, Ontario (the "**Silicone Drive Property**"); (c) compelling PTC Automotive Ltd. o/a Grand Touring Automobiles ("**GTA**") to turn over all documentation relating to Compuquest's trade-in

- 2 -

and purchase of Lamborghinis; (d) approving the Receiver's interim statement of receipts and disbursements dated September 13, 2016; and (e) approving the fees and disbursements of the Receiver for the period ended July 31, 2015, was heard this day, at 330 University Avenue, Toronto, Ontario.

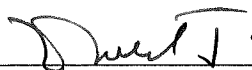
ON READING the First Report and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Miranda Spence sworn September 20, 2016, filed:

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the First Report and the actions of the Receiver described therein be and are hereby approved.
3. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to pay the mortgage balance owing to CIBC, as set out in the First Report, from the net proceeds of sale of the Silicone Drive Property.
4. **THIS COURT ORDERS AND DIRECTS** that GTA turn over to the Receiver all documentation in its possession relating to Compuquest's trade-in and purchase of Lamborghinis, by no later than October 7, 2016.
5. **THIS COURT ORDERS** that the Receiver's interim statement of receipts and disbursements dated September 13, 2016, as described in the First Report, be and are hereby approved.
6. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period ended July 31, 2016, as described in the First Report, be and are hereby approved.

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

SEP 22 2016

REC / PAR:



Applicant

Respondents

(Short title of proceeding)

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO

ORDER

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*Lawyers for Grant Thornton Limited, in its
capacity as Court-appointed receiver of
1299746 Ontario Inc. o/a Compuquest2000 and
2252709 Ontario Inc.*

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) THURSDAY, THE 22ND DAY
JUSTICE *NEWBOLD*) OF SEPTEMBER, 2016

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**

APPROVAL AND VESTING ORDER

THIS MOTION, made by **GRANT THORNTON LIMITED** ("GTL") in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**") of the undertaking, property and assets of 1299746 Ontario Inc. o/a Compuquest2000 ("**Compuquest**") and 2252709 Ontario Inc. ("**225**" and, together with Compuquest, the "**Debtors**") for an order (a) approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and 9014004 Canada Ltd. (the "**Offeror**") dated June 27, 2016, and amended on August 12, 2016, in respect of the sale of the real property municipally known as 1935 Silicone Drive, Pickering, Ontario (the "**Silicone Drive Property**") and appended to the First Report of the Receiver dated September 16, 2016 (the "**First Report**"), (b) vesting in

2528452 Ontario Inc., being the party designated by the Offeror to take title to the Silicone Drive Property pursuant to the Sale Agreement (the "**Purchaser**"), 225's right, title and interest in and to the Silicone Drive Property; and (c) sealing the Confidential Appendices to the First Report (the "**Confidential Appendices**") until completion of the Transaction or further Order of this Court, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Miranda Spence sworn September 20, 2016, filed:

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Silicone Drive Property to the Purchaser.
3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of 225's right, title and interest in and to the Silicone Drive Property, the legal description of which is set out on Schedule B hereto, shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any

encumbrances or charges created by the Order of the Honourable Justice Newbould dated May 17, 2016; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Silicone Drive Property are hereby expunged and discharged as against the Silicone Drive Property.

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

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

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

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

- (a) the pendency of these proceedings;

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

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

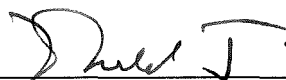
8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

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

10. **THIS COURT ORDERS** that the Confidential Appendices to the First Report be sealed, kept confidential, and not form part of the public record pending the closing of the Transaction, or further Order of this Court.

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

SEP 22 2016



SEP 22 2016

Schedule A – Form of Receiver's Certificate

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

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

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice – Commercial List (the "**Court**") dated May 17, 2016, Grant Thornton Limited ("**GTL**") was appointed as the receiver (in such capacity, the "**Receiver**") of the undertaking, property and assets of 1299746 Ontario Inc. o/a Compuquest2000 ("**Compuquest**") and 2252709 Ontario Inc. ("**225**" and, together with Compuquest, the "**Debtors**").

B. Pursuant to an Order of the Court dated September 22, 2016, the Court approved the agreement of purchase and sale made as of June 27, 2016, and amended on August 12, 2016 (the "**Sale Agreement**") between the Receiver and 9014004 Canada Ltd. (the "**Offeror**") for the sale of the real property municipally known as 1935 Silicone Drive, Pickering, Ontario (the "**Silicone Drive Property**"), and provided for the vesting in 2528452 Ontario Inc., being the party designated by the Offeror to take title to the Silicone Drive Property pursuant to the Sale Agreement (the "**Purchaser**"), of 225's right, title and interest in and to the Silicone Drive Property, which vesting is to be effective with respect to the Silicone Drive Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 6 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

**GRANT THORNTON LIMITED, in its
capacity as Receiver of the undertaking,
property and assets of 1299746
ONTARIO INC. o/a COMPUQUEST2000
and
2252709 ONTARIO INC., and not in its
personal capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Assets

The real property described as:

Municipal Address: 1935 Silicone Drive, Pickering, Ontario

Legal Description: PCL 16-1, SEC 40M1552; LT 16, PL 40M1552 CITY OF PICKERING

PIN: 26462-0030 (LT)

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

1. Instrument No. DR1349677 being a Charge registered March 27, 2015 in favour of Canadian Imperial Bank of Commerce.
2. Instrument No. DR1349679 being a Notice of General Assignment of Rents in favour of Canadian Imperial Bank of Commerce.

CANADIAN IMPERIAL BANK OF COMMERCE and
Applicant

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

(Short title of proceeding)

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT
TORONTO**

APPROVAL AND VESTING ORDER

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*Lawyers for Grant Thornton Limited, in its
capacity as Court-appointed receiver of
1299746 Ontario Inc. o/a Compuquest2000
and 2252709 Ontario Inc.*

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE *Mr.*JUSTICE *Penny*) WEDNESDAY, THE 28TH DAY

) OF SEPTEMBER, 2016

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**

AMENDED AND RESTATED APPROVAL AND VESTING ORDER

THIS MOTION, made by **GRANT THORNTON LIMITED** ("GTL") in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**") of the undertaking, property and assets of 1299746 Ontario Inc. o/a Compuquest2000 ("**Compuquest**") and 2252709 Ontario Inc. ("**225**" and, together with Compuquest, the "**Debtors**") for an order (a) approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and 9014004 Canada Ltd. (the "**Offeror**") dated June 27, 2016, and amended on August 12, 2016, in respect of the sale of the real property municipally known as 1935 Silicone Drive, Pickering, Ontario (the "**Silicone Drive Property**") and appended to the First Report of the Receiver dated September 16, 2016 (the "**First Report**"), (b) vesting in

2528452 Ontario Ltd., being the party designated by the Offeror to take title to the Silicone Drive Property pursuant to the Sale Agreement (the "**Purchaser**"), 225's right, title and interest in and to the Silicone Drive Property; and (c) sealing the Confidential Appendices to the First Report (the "**Confidential Appendices**") until completion of the Transaction or further Order of this Court, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report and the affidavit of Diana McMillen sworn September 27, 2016, on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavits of Miranda Spence sworn September 20, 2016, and September 27, 2016, filed:

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Silicone Drive Property to the Purchaser.
3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of 225's right, title and interest in and to the Silicone Drive Property, the legal description of which is set out on Schedule B hereto, shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively,

the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Newbould dated May 17, 2016; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Silicone Drive Property are hereby expunged and discharged as against the Silicone Drive Property.

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

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

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

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

(a) the pendency of these proceedings;

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

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

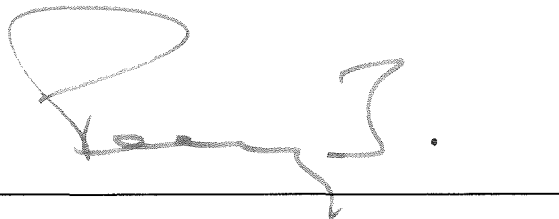
8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

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

10. **THIS COURT ORDERS** that the Confidential Appendices to the First Report be sealed, kept confidential, and not form part of the public record pending the closing of the Transaction, or further Order of this Court.

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

SEP 28 2016



Schedule A – Form of Receiver's Certificate

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

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

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice – Commercial List (the "**Court**") dated May 17, 2016, Grant Thornton Limited ("**GTL**") was appointed as the receiver (in such capacity, the "**Receiver**") of the undertaking, property and assets of 1299746 Ontario Inc. o/a Compuquest2000 ("**Compuquest**") and 2252709 Ontario Inc. ("**225**" and, together with Compuquest, the "**Debtors**").

B. Pursuant to an Order of the Court dated September 22, 2016, the Court approved the agreement of purchase and sale made as of June 27, 2016, and amended on August 12, 2016 (the "**Sale Agreement**") between the Receiver and 9014004 Canada Ltd. (the "**Offeror**") for the sale of the real property municipally known as 1935 Silicone Drive, Pickering, Ontario (the "**Silicone Drive Property**"), and provided for the vesting in 2528452 Ontario Ltd., being the party designated by the Offeror to take title to the Silicone Drive Property pursuant to the Sale Agreement (the "**Purchaser**"), of 225's right, title and interest in and to the Silicone Drive Property, which vesting is to be effective with respect to the Silicone Drive Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 6 of Schedule A of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

**GRANT THORNTON LIMITED, in its
capacity as Receiver of the undertaking,
property and assets of 1299746
ONTARIO INC. o/a COMPUQUEST2000
and
2252709 ONTARIO INC., and not in its
personal capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Assets

The real property described as:

Municipal Address: 1935 Silicone Drive, Pickering, Ontario

Legal Description: PCL 16-1, SEC 40M1552; LT 16, PL 40M1552 CITY OF PICKERING

PIN: 26462-0030 (LT)

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

1. Instrument No. DR1349677 being a Charge registered March 27, 2015 in favour of Canadian Imperial Bank of Commerce.
2. Instrument No. DR1349679 being a Notice of General Assignment of Rents in favour of Canadian Imperial Bank of Commerce.

CANADIAN IMPERIAL BANK OF COMMERCE and
Applicant

107
1299746 ONTARIO INC. o/a COMPUQUEST2000 et al
Respondents

(Short title of proceeding)

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT
TORONTO**

**AMENDED AND RESTATED
APPROVAL AND VESTING ORDER**

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
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*Lawyers for Grant Thornton Limited, in its
capacity as Court-appointed receiver of
1299746 Ontario Inc. o/a Compuquest2000
and 2252709 Ontario Inc.*

Applicant

Respondents

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

September 28, 2016

Notified that Rae v. is required to correct an inadvertent typographical error and is necessary to give effect to the prior order made by Newbold J. Order to be in Rae for signed by me this day.

[Signature]

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at TORONTO

MOTION RECORD
(Motion returnable September 28, 2016)

AIRD & BERLIS LLP
Barristers and Solicitors
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181 Bay Street
Toronto, ON M5J 2T9

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Lawyers for Grant Thornton Limited, in its capacity as
Court-appointed receiver of 1299746 Ontario Inc. o/a
Compuquest2000 and 2252709 Ontario Inc.

Prepared by: NADANNE M HARTWELL, Broker
WORLD CLASS REALTY POINT, BROKERAGE
 240 Duncan Mill Rd #403, Toronto, ON M3B3S6 416-444-7653

Printed on 11/10/2016 1:26:13 PM

	7472 Ashburn Rd Whitby Ontario L1M1L4 Whitby Rural Whitby Durham Taxes: \$6,766.00 / 2006 SPIS: Last Status: Sld Pt Lt 27,Pt Lt 28 Con 7 Twnship Of***		Sold: \$638,000 List: \$699,000 For: Sale % Dif: 91 DOM: 121				
	Detached Fronting On: W Sidesplit 5 Acreage: 10-24.99 Irreg: ***Whitby Di44416 300 x 1962.8 Feet		Rms: 10 Bedrooms: 4 + 1 Washrms: 3 1x3, 2x4				
Dir/Cross St: Columbus / Ashburn							
MLS#: E1106389 Seller: James Chin-A-Loy And Carol Chin-A-Loy Occupancy: Owner PIN#: ARN#: Contact After Exp: N Holdover: 60							
Kitchens: 1 Fam Rm: Y Basement: Part Fin / W/O Fireplace/Stv: Y Heat: Forced Air / Electric A/C: Central Air Central Vac: Apx Age: Apx Sqft: 2500-3000 Assessment: Laundry lev:		Exterior: Board/Batten / Brick Drive: Private Garage: Attached / 3.0 Park Spaces: 6 UFFI: No Pool: None Prop Feat: Level, Wooded/Treed, Golf, Skiing		Zoning: Cable TV: Hydro: Y Gas: Phone: Y Water: Well Water Supply: Sewer: Septic Waterfront: Retirement: Farm/Agr: Oth Struct: Spec Desig: Unknown			
#	Room	Level	Length (m)	Width (m)	Description		
1	Living	Main	3.47	x 3.99	Vaulted Ceiling	Picture Window	Fireplace
2	Dining	Main	3.92	x 3.10	Walk-Out	Vaulted Ceiling	Picture Window
3	Kitchen	Main	7.28	x 4.96	Greenhouse Kitchen	Cathedral Ceiling	Skylight
4	Family	Lower	4.84	x 6.85	Walk-Out	Sunken Room	Fireplace
5	Office	Lower	3.90	x 3.41	Hardwood Floor	Closet	Window
6	Master	Upper	3.38	x 4.60	4 Pc Ensuite	Mirrored Closet	Broadloom
7	2nd Br	Upper	3.77	x 3.35	Closet	Window	Broadloom
8	3rd Br	Upper	3.13	x 4.72	Closet	Window	Broadloom
9	4th Br	Upper	3.53	x 3.77	Closet	Laminate	Combined W/Master
Client Remks: Great Country Property Rarely Offered In Brooklin Min Away From All Amenities.Beautiful & Spacious Custom Built Home On Over 13 Acres With Commanding View Of Countryside From Every Window. Rich W/ Wood Finshes,Vaulted Ceilings & Skylights.Large Principal Rm W/Mn Flr... Extras: Office Could Be Extra Bdrm.Stone F/P In Lr Rm & F/P In Huge Sunken Fm Rm,W/O Part. Fin. Bsmt,Access To 3 Car Gar. From Lrg Utility Rm.Some Hrdwd Flr, C/Vac, C/Air. East/West Exp,Breath Taking Sunsets From Deck & View Toronto Skyline & Lake. Brkage Remks: Excellent Location Close To Golf And Ski Facilities Min To 407. 24 Hours Notice If Possible Pls. Offers To Incl Sched 'A'of Conf.Of Co/Op & Rep.Sch'a'added To This Listing As An Attmt.							
Mortgage Comments: Treat As Clear							
List: RE/MAX SPIRIT INC., BROKERAGE Ph: 1-888-732-1600 Fax: 905-655-3726 LYDIA HARTLEY, Salesperson 905-655-1144 Co-Op: RE/MAX SPIRIT INC., BROKERAGE Lydia Hartley, Salesperson Contract Date: 4/02/2007 Sold Date: 8/01/2007 Leased Terms: Expiry Date: 8/02/2007 Closing Date: 8/31/2007 Original: \$749,000 Last Update: 8/01/2007 CB Comm: 2.5 %							

NARRATIVE APPRAISAL
REPORT OF
**7472 ASHBURN ROAD
WHITBY, ONTARIO, L1M1L4**



PREPARED FOR

Gary Bodimeade
7472 Ashburn Road
Whitby, Ontario
L1M1L4



241 Minet's Point Road
Barrie, Ontario, L4N4C4
Tel: (705) 739-1560

PART ONE

Introduction

CONSOLIDATED APPRAISAL SERVICES LTD.**241 Minet's Point Road****Barrie, Ontario, L4N 4C4****Tel: (705) 739-1560****Fax: (705) 739-9812**

Our file # C2016-024

April 18, 2016

Gary Bodimeade
7472 Ashburn Road
Whitby, Ontario
L1M1L4

Dear Gary

Re: 7274 Ashburn Road, Whitby, Ontario

At your request we have prepared an appraisal report for the above noted property. The purpose of this appraisal is to assist in the decision making process relating to possible financial matters. Our analysis is presented in the following Narrative Appraisal Report.

The Subject site is located in a rural residential neighborhood on the west side of Ashburn Road 1km south of the Hamlet of Ashburn and 11.2 km northwest of the Town of Whitby. The site is 13.1 acres (per MPAC records) of agriculturally zoned land improved with a 5,680 sqft two storey detached residence with several outbuildings and operates as an equestrian farm. The property is more fully described legally and physically, within the enclosed report.

The purpose of this Narrative Valuation Report is to estimate the current market value "as is" of the Fee Simple Interest (subject to any lease agreements) in the Subject Property, as of April 11, 2016, subject to any Assumptions and Limiting Conditions outlined within this report and Appendices.

This Narrative Valuation Report was prepared in accordance with the Canadian Uniform Standards of Professional Appraisal Practices (CUSPAP). It contains an analysis of general and specific data deemed essential to support the estimate of value reported herein.

It is our understanding that the intended use of the appraisal report is for the purpose of first mortgage financing. The appraisal was prepared for Gary Bodimeade and is intended only for its specific use. It may not be distributed to or relied upon by other persons or entities without written permission of Consolidated Appraisal Services Ltd. and the appraisers. It is not to be referred to or quoted in any prospectus for sale or exchange of securities, and may not be reproduced, in whole or in part, without our prior written agreement.

As a result of our investigation and valuation analysis, it is our opinion that the current market value of the Fee Simple Interest in the subject property, subject to assumptions and limiting conditions, extraordinary assumptions and extraordinary limiting conditions, certifications and definitions contained herein, as at April 11, 2016 is estimated as follows:

\$3,700,000.00
THREE MILLION SEVEN HUNDRED THOUSAND
DOLLARS

The above value estimate is predicated on an exposure time of *six to twelve months* and assumes a sale of an all-cash to vendor basis.

Respectfully submitted,
CONSOLIDATED APPRAISAL SERVICES LTD.



John D. Shaw AACI, P. App



William Ferguson, Candidate, MBA

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CONSOLIDATED APPRAISAL SERVICES LTD. and the author(s) accept absolutely no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

TABLE OF CONTENTS

Title Page

Part One – Introduction	
Letter of Transmittal	
Copyright	
Table of Contents	
Executive Summary	

Part Two- Basis of the Appraisal

Purpose and Function of Appraisal	9
Effective Date of Appraisal.....	10
Relevant Dates.....	11
Audits and Technical Investigations	12

Part Three – Factual Information

General Area	17
Township of Durham	18
Town of Whitby.....	19
Subject Neighborhood.....	24
Subject Property Identification.....	27
Site	28
Description of Improvements	29
Photographs of Subject.....	34
Environmental Issues	40
Zoning	41
Assessment and Taxes.....	42

Part Four – Analysis and Conclusions

Highest and Best Use Estimate.....	45
Method of Valuation	47
Approaches Utilized	48
Cost Approach.....	49
Direct Comparison Analysis	61
Reconciliation and Final Opinion of Value.....	71
Certification.....	73
Qualifications of the Appraisers.....	74

Part Five – Addenda

Schedule A – Searches	78
Schedule B – Site	79
Schedule C – Zoning Map	80
Schedule D – Zoning By-Law & Permitted Uses.....	81
Schedule E – Official Plan	84
Schedule F – Additional Photographs.....	88
Schedule G – Marshall & Swift.....	113
Schedule H – Definitions.....	114

EXECUTIVE SUMMARY AND CONCLUSIONS

Subject Property	7274 Ashburn Road, Whitby, Ontario
Effective Date of Valuation	April 11, 2016
Purpose of the Appraisal	Estimate the current market value of the within described parcels of real estate for "Mortgage Financing" purposes.
Municipal Address	7274 Ashburn Road, Whitby, Ontario, L1M1L4
Legal Description	PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416 TOWN OF WHITBY
Location	The Subject site is located in a rural residential neighborhood on the west side of Ashburn Road 1km south of the Hamlet of Ashburn and 11.2 km northwest of the Town of Whitby. The site is 13.1 acres (per MPAC records) of agriculturally zoned land improved with a 5,680 sqft two storey detached residence with several outbuildings 3 paddocks and an outdoor riding ring and operates as an equestrian farm.
Current Ownership	Aimee Lynn Bodimeade
Site Area	13.1 acres ±
Improvements	Two storey 5,680 ft ² ± detached residential dwelling, 800 ft ² ± heated and insulated SUV Garage, 2,400 ft ² ± insulated Hay/Equipment barn, 11,040 ft ² ± Equestrian barn c/w 14 stalls and riding arena. Combination Paved and Tar & Gravel Driveways
Zoning	Agricultural
Highest and Best Use	The existing agricultural/Equestrian use or a similar use as permitted by the current zoning By-law

VALUE ESTIMATES

Cost Approach	\$3,950,000.00
Direct Comparison Approach	\$3,700,000.00
Income Approach	\$N/A

\$3,700,000.00
THREE MILLION SEVEN HUNDRED THOUSAND
DOLLARS

PART TWO

Premise of the Appraisal

PURPOSE AND FUNCTION OF THE APPRAISAL PROBLEM

The purpose of this report is to estimate the market value of the subject property located at 7274 Ashburn Road, Whitby, Ontario as at April 11, 2016.

INTENDED USE OF THE APPRAISAL AND INTENDED USER

The intended use of this appraisal report is to estimate the current market value of the Subject property, described herein, to aide in the evaluation of a "*Mortgage Financing*" circumstance, and the designated intended user of this report is Gary Bodimeade. Any reliance upon this report made by others without the expressed written consent of the author(s) is categorically denied.

LEGAL DESCRIPTION

The subject property is legally described as; PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416 TOWN OF WHITBY

REGISTERED OWNER

According Registry Office No. 40, the registered owner of the subject property is Aimee Lynn Bodimeade. See Schedule A for Registry Office documents pertaining to subject property.

SALES HISTORY

The current owner Aimee Lynn Bodimeade purchased 7274 Ashburn Road, Whitby, Ontario for \$638,000 on 09/28/20007 from Carol Josephine Chin-A-Loy and James Cecil Chin-A-Loy. (Instrument No DR649965). The subject property is currently not for sale.

➤ *The reader's attention is directed to Schedule A of the addenda of this report to view a full copy of the Parcel Register.*

PROPERTY RIGHTS APPRAISED

The property rights being appraised are those of Fee Simple Interest. Fee Simple is defined as the greatest interest in real estate an individual can hold in land, and limited by taxation, expropriation, police power and escheat.

ENCUMBRANCE

As at April 11, 2016 the following charge was registered against 7274 Ashburn Road, Whitby, Ontario;

- 1) Canadian Imperial Bank of Commerce in the amount of \$1,000,000 registered first charge DR1334796 dated 01/23/2015
- 2) Scott Reid in the amount of \$74,615 construction lien DR1436575 dated 12/31/2015
- 3) Scott Reid in the amount of \$74,616 construction lien DR1437193 dated 01/05/2016
- 4) Gary Bodimeade for an undisclosed amount APL General DR1446246 dated 02/04/2016

EFFECTIVE DATE OF APPRAISAL

The effective date of this appraisal is April 11, 2016

DEFINITION OF MARKET VALUE

Economic and legal definitions of market value have been developed and refined over many years. The current definition used by the Appraisal Institute of Canada is as follows:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of the title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special/creative financing or sales concessions granted by anyone associated with the sale.”

EXPOSURE TIME

In conjunction with the value estimates contained herein, it is critical to note the accompanying review of market exposure times upon which these value estimates have been based.

Market exposure time is presumed to have occurred within the period ending at the effective date of this report and is the anticipated length of time, in the current market, which is required to attract a potential purchaser and reach a final agreement of purchase and sale. Further consideration must include the time between execution of the final agreement and the actual date of closing the transaction.

Ongoing discussions with agents active within the real estate market have indicated that properties such as the Subject typically require an average marketing period of 6 months, depending on a number of factors including location, condition of the improvements and motivation of the purchaser/vendor.

It is therefore concluded that for the Subject Property to sell at the market value estimated herein, an exposure period of approximately six to twelve months would be required.

RELEVANT DATES

Inspection Date	April 11, 2016
Effective Date	April 11, 2016
Report Date	April 18, 2016

SCOPE OF THE APPRAISAL

The Scope of the Appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use, under the auspices of the *Standards of Professional Practice* of the Appraisal Institute, and the *Canadian Uniform Standards of Professional Appraisal Practice* of the Appraisal Foundation. With regard to the assignment at hand, this process involved the following steps:

The Subject property was inspected on April 11, 2016. This inspection included a walk about of parts of the Subject property grounds, as evidenced in the Subject Property Photography section of this report, and a reconnaissance of the immediate neighbourhood and all access routes leading to and from the Subject site.

Regional, city, county, neighbourhood, planning, real estate sales and real estate listing data were acquired from information available in the library and databases of *Consolidated Appraisal Services Ltd.*, Township of Durham and the Town of Whitby administration offices, the Registry and Land Titles divisions at the *Land Registry* office at Whitby, Ontario and various other real estate industry sources including but not limited to the Toronto, Kawartha and District Real Estate Boards.

In estimating the *Highest and Best Use* for the Subject property, an analysis of the data compiled from the aforementioned process was made.

In developing the approaches to value, the market and other data used was derived from the sources outlined in step two.

Subsequent to assembling, scrutinizing and analyzing the most relevant data defined in this scope of the Appraisal, a final estimate of value was reconciled and concluded.

TYPE OF ANALYSIS

This current appraisal complies with the Standards of the Appraisal Institute of Canada. We are competent in this type of appraisal analysis and have appraised similarly unique types of property as the Subject previously.

AUDITS and TECHNICAL INVESTIGATIONS

We did not complete technical investigations such as:

An environmental review of the property

A site or building survey although some may have been made available to us

Investigations into the bearing qualities of the soils; or

Audits of financial and legal arrangements reported by the owner or his/her/its representative concerning the leases (if any).

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared at the request of Gary Bodimeade for the intended use of providing an estimate of the current market value of the within described parcel of real estate, as of April 11, 2016, to aid in the evaluation of a “*Mortgage Financing*” circumstance. It is not responsible for any person other than the person to whom this report is addressed to rely upon this appraisal without first obtaining written authorization from the client and the author of this report. This report has been prepared on the assumption that no other person will rely on it for any other purpose and all liability to all such persons is denied.

The estimated market value of the real estate that is the object of this appraisal pertains to the value of the *Fee Simple Interest* in the real property. The property rights reviewed herein exclude mineral rights, if any.

The estimate of value contained in this report is founded on a cursory examination and analysis of information gathered and obtained from numerous sources. Certain information has been accepted at face value, especially if there was no reason to doubt its accuracy. Other empirical data required interpretive analysis pursuant to the objective of this review. Certain inquiries were outside the scope of this mandate. For these reasons, the analyses, opinions and conclusions contained in this report are subject to the following assumptions and limiting conditions:

The property has been valued on the basis that the title to the real estate herein reviewed is good and marketable.

No responsibility is assumed for matters legal in nature, questions of survey, opinions of title, hidden or unapparent conditions of the property, soil or sub-soil conditions, engineering or other technical matters, which might render this property more or less valuable than as stated herein. If it came to my attention as the result of my investigation and analysis that certain problems may exist, a cautionary note will have been entered in the body of the report.

The legal description of the property, zoning, indicated ownership, the area of the site, the assessment and the 2016 taxes were obtained from the Township of Durham administration offices at Pickering, Ontario and documentation taken from the *Land Registry* offices at Whitby, Ontario.

The Subject property has been valued on the basis that the real estate is free and clear of all value influencing encumbrances, encroachments, restrictions or covenants except as may be noted in this report and that there are no pledges, charges, liens or special assessments outstanding against the property other than as stated and described herein.

The Subject property has been valued on the basis that there are no outstanding liabilities except as expressly noted herein, pursuant to any agreement with a municipal or other government authority, pursuant to any contract or agreement pertaining to the ownership and operation of the real estate or pursuant to any lease or agreement to lease, which may affect the stated value or saleability of the subject property or portion thereof.

The Subject property has been valued on the basis that, save and except for encumbrances as may be permitted, there are no easements, rights-of-way, building restrictions or other restrictions so affecting the site as to prevent or adversely affect the operation of the property or so as to materially and adversely affect its market value.

The Subject property has been valued on the basis that there is no action, suit, proceeding or investigation pending or threatened against the real estate or affecting the titular owners of the property, at law or in equity or before any federal, provincial or municipal department, commission, board, bureau, agency or instrumentality which may adversely influence the value of the real estate herein appraised.

The data and statistical information contained herein were gathered from reliable sources and believed to be correct. However, these data are not guaranteed for accuracy, even though every attempt has been made to verify the authenticity of this information as much as possible.

The estimated market value of the property does not necessarily represent the value of the underlying shares if the asset is so held, as the value of the shares could be affected by other considerations. Further, the estimated market value does not include consideration of any extraordinary financing, rental or income guarantees, special tax considerations or other atypical benefits which may influence the ordinary market value of the property, unless the effects of such considerations, and the extent of any special value that may arise there from, have been described and measured in this report.

Should title to the real estate presently be held (or changed to a holding) by a partnership, in a joint venture, through a co-tenancy arrangement or by other form of divisional ownership, the value of any fractional interest associated therewith may be more or less than the percentage of ownership appearing in the contractual agreement pertaining to the structure of such divisional ownership.

In the event of syndication, the aggregate value of the limited partnership interests may be greater than the value of the freehold or fee simple interest (leasehold interest) in the real estate, by reason of the possible contributory value of non-realty interests or benefits such as provisions for tax shelter, potential for capital appreciation, special investment privileges, particular occupancy and income guarantees, special financing or extraordinary agreements for management services.

The estimated market value of the property referred to herein is predicated on the condition that it would be sold on a cash basis to the vendor and subject to any contractual agreements and encumbrances as noted in this report as is and where is, without any contingent agreements or caveats. Other financial arrangements, good or cumbersome, may affect the price at which these properties might sell in the open market.

Investigations have been undertaken in respect of matters which regulate the use of land. However, no inquiries have been placed with the health department or any other governmental regulatory agency, unless such investigations are expressly represented to have been made in this report. The Subject property must comply with such regulations and, if it does not comply, its non-compliance may affect the market value of the property. To be certain of such compliance further investigations may be necessary.

Should the author of this report be required to give testimony or appear in court or at any administrative proceeding relating to this review, prior arrangements shall be made therefore, including provision for additional compensation and to permit adequate time for preparation for any appearances which may be required. However, neither this nor any of these assumptions and limiting conditions is an attempt to limit the use that might be made of this report should it properly become evidence in a judicial proceeding. In such a case, it is acknowledged that it is the judicial body that will decide the use of this report that best services the administration of justice.

Because market conditions including economic, social and political factors, change rapidly and, on occasion, without notice or warning, the estimate of value expressed herein, as of the effective date of this appraisal, cannot necessarily be relied upon as of any other date without the subsequent advice of the Author of this report.

Should it come to light that the Appraiser(s) were provided with falsified or deliberately withheld and relevant data by any party to this assignment, that would have had a material influence upon the final conclusions and/or the foundations of this report, the estimate of value reported herein is categorically deemed invalid.

The value expressed herein is in Canadian dollars.

This report is only valid if it bears the original signature of the author.

These Contingent and Limiting conditions shall be read with all changes in number and gender as may be appropriate or required by the context or by the particulars of the mandate.

The reported conclusion of estimated market value does not reflect marketing costs such as sales commissions, Land Transfer levies, HST, Title insurance, legal representation or any other transactional costs unless expressly noted herein.

Areas and dimensions of the property may or may not have been physically measured. If furnished by the principal or from plot plans or surveys furnished by the principal, or from public records, we assume them to be reasonably accurate. In the absence of current surveys, land areas may be based upon representations made by the owner's agents or our client. No responsibility is assumed for discrepancies which may become evident from a *bona fide* survey of the property.

Our value estimate involves only the real estate and all normal building equipment if any improvements are involved. No consideration was given to personal property, (or special equipment), unless stated.

It is specifically noted that the appraiser has not conducted tests to determine the presence of, or absence of, Radon. We are not qualified to detect the presence of Radon gas, which requires special tests and therefore must suggest that if the buyer is suspect as to the presence of Radon or any other potentially hazardous substances, he or she should take steps to have proper testing done by qualified firms who have the equipment and expertise to determine the presence of this substance in the property.

It is agreed that the liability of the appraiser/consultant to the client is limited to the amount of the fee paid as liquidated damages. The Appraiser's/Consultant's responsibility is limited to the client, and use of this appraisal by third parties shall be solely at the risk of the client and/or third parties.

The separate allocation between land and improvements, if applicable, represents our judgment only under the existing utilization of the property. A re-evaluation should be made if the improvements are removed or substantially altered, and the land utilized for another purpose.

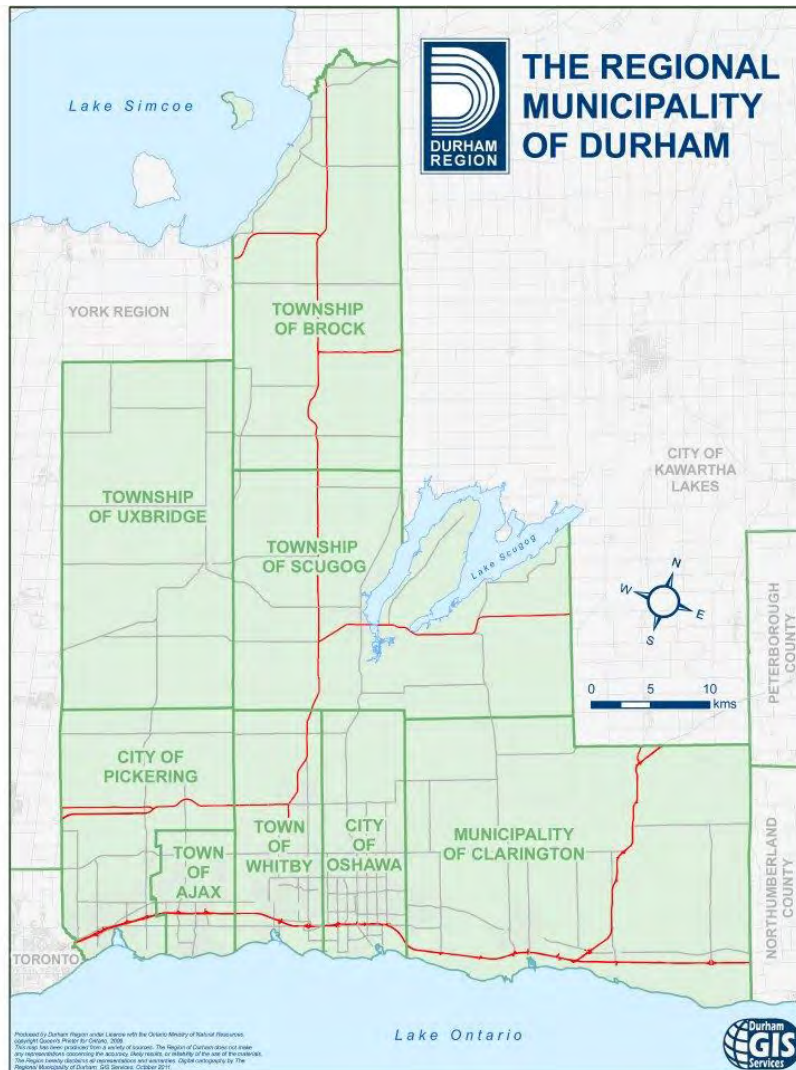
It is understood that if any data that would have materially affected the value conclusions stated herein were deliberately or negligently withheld by any party to this Appraisal effort, the conclusions of estimated market value contained herein are rendered invalid. The reader is herein made aware that when preparing an Appraisal report for mortgage or other financing purpose, we have not and do not investigate if the prospective loan and applicant satisfy prudent underwriting criteria. Consequently, we assume no responsibility for losses on loans involving our Appraisal efforts that result from the lenders failure to do proper due diligence regarding creditworthiness of the borrower or their ability to service or repay the loan.

PART THREE

Data Presentation

GENERAL AREA & NEIGHBORHOOD DESCRIPTION

REGIONAL MAP



Note this section has been expanded beyond normal content standards of appraisal reporting to accommodate a better reflection of the issues of concern to an external reviewer seeking a clear understanding of the current market profile for an agricultural/equestrian property in the Township of Durham.

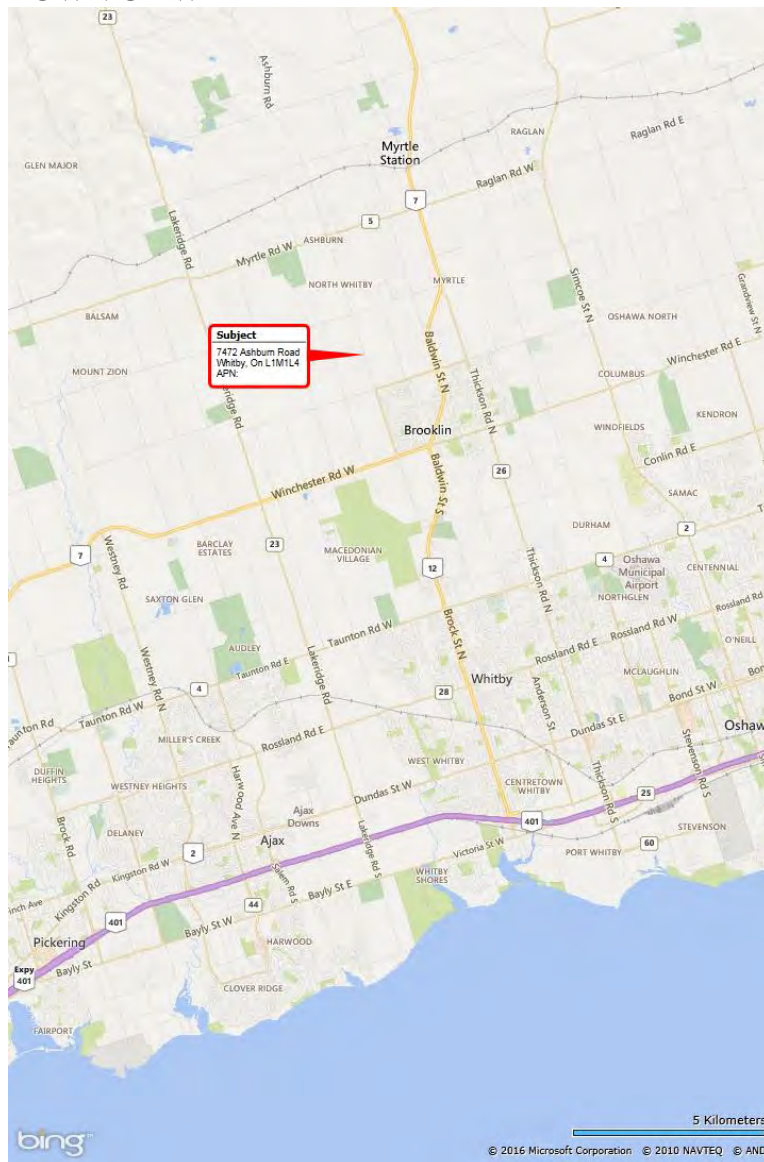
**GENERAL AREA
TOWNSHIP OF DURHAM**

The Township of Durham is situated in the highly developed and populated economic centre of Ontario, known as the Golden Horseshoe that stretches from Oshawa to Niagara Falls. Durham Region lies immediately to the east of the City of Toronto within the Greater Toronto Area and encompasses an area of approximately 2,590 square kilometres (1,000 square miles). The area is characterized by a variety of landscapes and communities. A series of major lakeshore urban communities' contrast with a variety of small towns, villages, hamlets and farms which lie immediately inland. The relatively flat lakeshore area marked by the bluffs, wooded creeks and ancient shoreline, features contrasts with the hummocky topography of the Oak Ridges Moraine running parallel to the shoreline only 15 miles to the north. This diverse landscape of woods, headwaters, ridges and hollows gives way to rolling farmlands and lakes to the north. Here the Municipality spreads into the prime recreational Lakelands of Simcoe, Scugog and the Kawarthas.

The Region lies along a continuous urbanized lakeshore and shares prime access to the Great Lakes and northeastern markets of the continent, encompassing some 120 million persons. The area is well known for the strength of its manufacturing sector which is continually undergoing rapid diversification. Durham is endowed with a young, skilled labour force. It has all the utilities, transportation and social infrastructure associated with modern metropolitan communities. Among a number of the economic factors for the Region is strong growth in residential development.

A recent report by the Planning Division estimates that the population of the Region of Durham was 633,130 in May 2011. A target of 810,000 people has been estimated for the number of people living in the Region by the year 2021, and a target of 970,000 people by the year 2031.

Durham Region is a major centre of the Canadian automobile industry. Oshawa is the Canadian headquarters of General Motors and home of GM's largest plant in North America. In addition, the Canadian headquarters of Volkswagen is located in the region, BMW was located in the region until moving to Richmond Hill in 2010. The worldwide recession and spike in oil prices resulted in large-scale layoffs at GM beginning in 2008, along with the closure of the Oshawa Truck plant in 2009. This dramatically reduced employment levels at GM, and also resulted in significant employment losses and closures in the auto parts industry. While a number of models are currently produced in Oshawa, concerns remain about GM's long-term future as a manufacturer in Canada as no production is currently slated for Oshawa beyond 2016. Ontario Power Generation (OPG) is also a major employer in the region. OPG is Canada's largest owner of nuclear power plants with responsibility for operating the Pickering A, Pickering B, and Darlington nuclear generating stations, all of which are located in Durham Region.

TOWN OF WHITBY

Whitby is in the Greater Toronto Area (GTA) and is the centre of Durham Region. Located about 30 minutes east of Downtown Toronto, Whitby is poised for continued growth. An important recent development is the extension of Highway 407 and the construction of the West Durham Link (WDL) from Highway 407 to Highway 401. Prime new employment lands will soon be available along Highway 407 and the WDL.

Whitby has been selected as the Community of Choice for business by a growing list of companies including AECOM, Golder Associates, BMW, Makita, Sony, Gerdaul and Patheon. Whitby has a very diverse economy, a growing population, a well-educated and skilled workforce as a result of outstanding post-secondary institutions in and around the community, and a competitive cost environment to support business.

Demographics

Total estimated population	134,335
Census population 2006	111,184
Census population 2011	122,022
Projected population 2020	145,928
Projected population 2025	157,821
% Population change 2015-2025 (estimated)	17.5

Households & Household Income (2014)	
Total number of households	45,184
Median household income \$	99,679
Average household income \$	120,819

Education

Total population 25 to 64 years by highest certificate, diploma or degree	72,878
No certificate, diploma or degree	4,479
Certificate, diploma or degree	68,399
High school certificate or equivalent	17,522
Postsecondary certificate, diploma or degree	50,877
Apprenticeship or trades certificate or diploma	4,522
College, CEGEP or other non-university certificate or diploma	22,764
University certificate, diploma or degree	23,592
University certificate or diploma below bachelor level	3,100
University certificate or degree	20,491
Bachelor's degree	13,490
University certificate or diploma above bachelor level	7,002

Employment

Total population, aged 15 years and older	109,340
In the labour force	76,753
Employed	72,276
Unemployed	4,477
Not in the labour force	32,587
Participation rate (%)	70.2
Employment rate (%)	66.1
Unemployment rate (%)	5.83

Labour Force

Total labour force 15 years and over by occupation	76,753
Occupation - Not applicable	1,816
All occupations	74,937
0 Management occupations	10,920
1 Business, finance and administration occupations	13,824
2 Natural and applied sciences and related occupations	5,782
3 Health occupations	3,678
4 Occupations in education, law and social, community and government services	10,671
5 Occupations in art, culture, recreation and sport	2,219
6 Sales and service occupations	16,570
7 Trades, transport and equipment operators and related occupations	7,854
8 Natural resources, agriculture and related production occupations	876
9 Occupations in manufacturing and utilities	2,542

Income

Population aged 15 years and over who worked full year, full time and with employment income	44,784
Median employment income (\$)	63,912
Average employment income (\$)	77,579
Male aged 15 years and over: Worked full year, full time	24,707
Male aged 15 years and over: Median employment income (\$)	72,567
Male aged 15 years and over: Average employment income (\$)	87,791
Female aged 15 years and over: Worked full year, full time	20,077
Female aged 15 years and over: Median employment income (\$)	54,697
Female aged 15 years and over: Average employment income (\$)	64,738

Commercial Industrial Space

Whitby has six business parks, which provide expanding and relocating companies with a range of serviced building lots, both large and small, as well as privately offered real estate purchase and leasing opportunities. Each business park is strategically located with excellent access to major highways, railways, airports and shipping ports

Transportation

Montreal	510 Km
Ottawa	365 Km
North Bay	393 Km
Niagara	200 Km
Toronto	48 Km
Windsor	518 Km
New York	814 Km
Boston	856 Km
Chicago	881 Km
Buffalo	218 Km

Canadian National Railway	Canadian Pacific Railway
National, Main Line	National, Main Line
Distance to Nearest Switchyard: 5 Km	Distance to Nearest Switchyard: 5 Km
GO Commuter Train	VIA Rail
Shortline, Main Line	National, Main Line
	Distance to Nearest Switchyard: 5 Km

Lester B. Pearson International Airport	Oshawa Municipal Airport
International	General
No. of Runways	5
Longest Runway	11,120 ft
Hours of Operation	24/7
Customs	yes
URL	www.torontopearson.com
Distance from Community	63 Km
	General
	No. of Runways
	Longest Runway
	Hours of Operation
	Customs
	URL
	Distance from Community

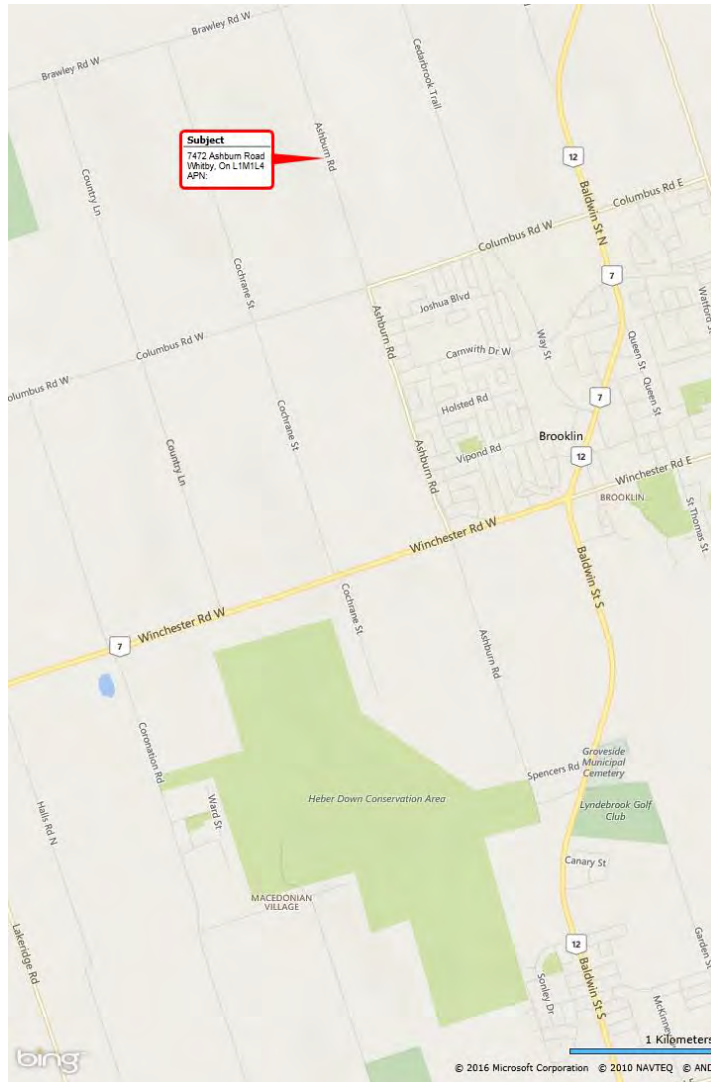
GOVERNMENT AND PLANNING POLICIES

The Town of Whitby, as with other major municipalities in Ontario, land use is governed by a set of policies and guidelines known as the Official Plan. The Official Plan is a planning document approved by the Minister of Municipal Affairs and Housing pursuant to the Planning Act, containing among others;

- Goals, objectives, policies concerning the management and direction of physical change with regard to impact upon social, economic and natural environment;
- A description of measures and procedures to attain these objectives and a description of such measures and procedures to communicate with the public in a forum format.

In addition to the primary plan the Official Plan includes a set of secondary plans, which outline policies for specific planning in more detail.

Implementing the Official Plan is a comprehensive zoning bylaw. Zoning consists of rules established by various levels of government dealing with how specific parcels and individual lots of land may be used and developed. Zoning is essentially the setting aside of land for certain pre-defined purposes and uses. By-laws are passed by a municipality (such as the Town of Whitby) to regulate the use of land and specifically limit the use of land in certain areas for any purpose other than as set out in that by-law.

SUBJECT NEIGHBORHOOD

The subject is located within the boundaries of the Town of Whitby, 1 km south of the hamlet of Ashburn and the intersection of Ashburn Road and Brawley Road West. The area is rural in character being comprised of custom-built homes on small acreage, residential subdivisions and working agricultural farms and equestrian facilities.

The closest residential subdivision is one concession south of the subject at Ashburn Road and Columbus Road West. The Heber Down Conservation Area is located 4 km south and two golf courses the Royal Ashburn Golf Club and Lakeridge Links Golf Club are within 2 km of the subject. The Oak Ridges Moraine is 4 km to the north. The neighborhood is situated approximately 11.2 km north west from the downtown of Whitby and 13 km north of Highway 401 with access from Highway 12. Highway 401 provides excellent transportation routes to the City of Toronto.

The subject area is serviced with private water and private septic, hydro and cable. Amenities such as shopping, banking, schools, restaurants, recreational facilities, police, fire and ambulance are located within close proximity of the subject property provided by the Town of Whitby.

The subject lies with-in the boundaries of the Brooklin Secondary Plan. The Town of Whitby is undertaking integrated and comprehensive studies for the Brooklin area to determine land use planning and transportation needs for future growth in and around the existing community of Brooklin. The study will result in a comprehensive Secondary Plan and Transportation Master Plan for the Brooklin area.

The Secondary Plan will address the land use designations for the urban expansion areas north and west of Brooklin, the industrial lands adjacent to the future Highway 407 and the lands in the vicinity of the Conlin Road/Anderson Street intersection, as well as an update to the existing Brooklin Community Secondary Plan.

The study is in the early stages will involve an extensive public consultation process which will integrate the background study, consultation and reporting requirements for both the Secondary Plan and the Transportation Master Plan.

Conclusion

The Town of Whitby benefits from its close proximity to Toronto with a diversified industrial base producing many valuable jobs. The subject is well located within a stable rural residential neighbourhood and the continued expansion of the Town of Whitby will have a positive effect upon real estate values going forward.

Site Description

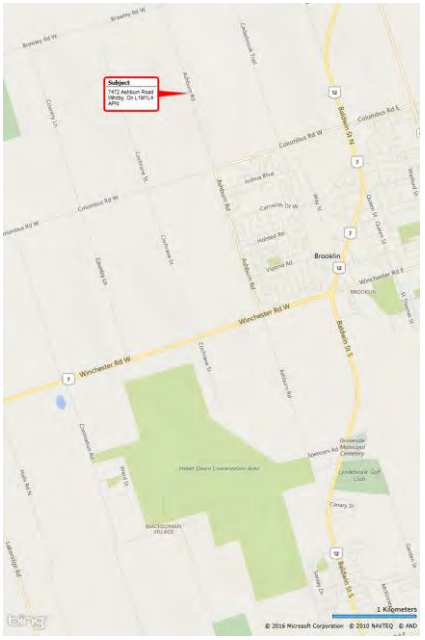
The Subject property is an interior lot basically rectangular in configuration and 90% cleared with the exception of some bush and stream at the rear of the site. The site is 13.1 acres (per MPAC records) of agriculturally zoned land improved with a two storey 5,680 ft²± detached residential dwelling, 800 ft²± heated and insulated SUV Garage, 2,400 ft²± insulated Hay/equipment barn, 11,040 ft²± Equestrian barn c/w 14 stalls and riding arena. Combination Paved and Tar & Gravel Driveways

±

Aerial Photograph



SUBJECT PROPERTY IDENTIFICATION & TITLE REVIEW

7274 Ashburn Road, Whitby, Ontario <u>Present Registered Owner</u> – Aimee Lynn Bodimeade <u>Municipal Address</u> – 7274 Ashburn Road, Whitby Ontario L1M1L4 <u>PIN #</u> - LT 26578-0082 <u>Legal Description</u> – PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416 TOWN OF WHITBY <u>Parcel Size</u> – 13.1 acres ± 					
Reg. Num.	Registration Date	Instrument Type	Amount	Parties From	Parties To
DR431857	2005/09/28	Notice	N/A	Her Majesty The Queen in Right of Canada	Not Disclosed
DR649965	2007/09/28	Transfer	\$630,000	Carol Josephine Chin-A-Loy and James Cecil Chin-A-Loy	Aimee Lynn Bodimeade
DR1334796	2015/01/23	Charge	\$1,000,000	Aimee Lynn Bodimeade	Canadian Imperial Bank of Commerce
DR1436575	2015/12/31	Construction Lien	\$74,615	Scott Reed	Not Disclosed
DR1437193	2016/01/05	Construction Lien	\$74,616	Scott Reed	Not Disclosed
DR1446246	2016/02/04	APL General	N/A	Gary Bodimeade	Not Disclosed
DR1449635	2016/02/18	Certificate	N/A	Scott Reed	Not Disclosed

📌 The reader's attention is directed to the Title Documentation Schedule A of the addenda of this report to view a full copy of the title documentation research

Site

According to the survey (*illustrated above*); 7274 Ashburn Road site has an estimated gross area of 13.1 *acres* $\pm$. The Subject site is an interior lot with frontal exposure on the west side of Ashburn Road of approximately 328.1 *ft.* $\pm$ and approximate depth 1,739.1 *ft.* $\pm$. The site is 90% cleared with some bush and a stream at the rear of the site. Access to and from the site is accommodated via Ashburn Road to Brawley Road West, to Highway 12 and access to Highway 401. Adjoining properties are rural residential in nature to the north, south, east and west of the Subject property.

 Please refer to Schedule 'B' of the addenda to view the Site Plan/Survey.

DESCRIPTION OF IMPROVEMENTS ~ 7274 Ashburn Road, Whitby

The subject site is improved with a two storey 5,680 ft²± detached residential dwelling, 800 ft²± heated and insulated SUV Garage, 2,400 ft²± insulated Hay/equipment barn, 11,040 ft²± Equestrian barn c/w 14 stalls and riding arena. Combination Paved and Tar & Gravel Driveways.

TWO STOREY RESIDENCE

- **BUILDING AREA:** 5,680 square feet, per MPAC, excluding basement
- **BUILDING AGE:** Constructed 2009- per MPAC
- **EXTERIOR WALLS:** Stone & Brick Veneer
- **ROOF:** Asphalt shingle
- **WINDOWS:** Vinyl thermopanes
- **FOUNDATION:** Concrete block
- **ELECTRICAL:** 400 Amp Breakers
- **PLUMBING:** Copper & ABS water lines, (2) hot water heaters
- **HVAC:** Geothermal water source heat pump
- **GARAGE:** Attached five car with automatic openers

General Comments:

This is a two storey stone and brick veneer residence. The main floor is 3,196 ft²± and consists of an entrance, kitchen with island, built in appliances and breakfast nook, dining room with wood fireplace, living room with wood fireplace and walk-out to deck, two offices, children's playroom, a 2-piece washroom and laundry room and mud room with a door to the garage.

The second floor is 2,484 ft²± and consists of six large bedrooms, two with their own 4 piece en suite bathrooms, two with a shared 4 piece en suite bathrooms and one additional bedroom.

There is plank hardwood flooring throughout the main floor and second floor and ceramic tile flooring in the, entrance, washrooms and laundry room.

The basement has recently experienced water damage from a burst pipe and is undergoing repair. The insurance claim is \$53,000 for clean-up, new hardwood flooring and water damaged drywall. The basement is 3,196 ft²± finished consisting of a separate entrance from rear patio and pool, dance studio, family room, gym, bedroom and 3 piece bathroom with ceramic tile flooring.

Miscellaneous

The residence has an ultra violet water system, reverse osmosis system, an air exchanger, a water softener, central air conditioning, central vacuum system, central air conditioning, security system and electronic gate system. The exterior deck is constructed of composite planks with hot tub and an inter-lock patio surrounds a kidney shaped 44' kidney shaped in ground pool with pool house.

The residence is considered to be in good overall condition, is well upgraded and is well maintained.

SUV Garage

- **BUILDING AREA:** 20' x 40- 800 SF
- **AGE:** 6yrs +/- per owner
- **EXTERIOR:** Stone and Brick Veneer
- **ROOF:** Asphalt Shingles
- **ELECTRICAL:** 200 Amp Breakers
- **FLOORS:** Concrete Pad
- **DOORS:** 18' Electric roll-up door
- **HVAC:** Insulated with two wall mounted electric HVAC units
- **Lighting:** Fluorescent

COMMENTS:

The SUV garage is adjacent to the residence and was constructed at the same time. The structure is an insulated wood frame building with painted drywall walls and 20' ceiling. The SUV building is considered to be in good overall condition, is well upgraded and is well maintained

Equestrian Barn

- **BUILDING AREA:** 168' x 65' - 11,040 SF
- **AGE:** 2.5 yrs. +/- per owner
- **EXTERIOR:** Metal siding
- **ROOF:** Metal roof
- **ELECTRICAL:** 200 Amp Breakers
- **STALLS:** (9) 12' x 12' stalls, dutch doors, rubber mats/automatic watering system, (5) 10' x 10' stalls, dutch doors to paddock, rubber mats/automatic watering system, 1 wash stall
- **DOORS:** 2 Sets Double doors at front and rear
- **HVAC:** (3) Wall mounted electric HVAC units, air exchanger
- **VIEWING LOUNGE:** Large viewing lounge

COMMENTS:

The barn has poured centre concrete floors with rubber pads and a metal ceiling with florescent lighting. Nine 12' x 12' stalls are located at the front of the building each with ash wood with metal rails and dutch doors and five 10' x 10' stalls are located off the indoor arena each with ash wood with metal rails sliding doors and dutch doors to one of three paddocks and outdoor riding arena. All of the stalls have an automatic watering system and have rubber mats. There is also a wash stall, a feed room with a washer & dryer and sink, a tack room and an office. The office has a laminate floor and drywall walls and ceiling, viewing area to arena and two piece washroom with composting toilet. The tack room has wood plank walls and ceiling and a concrete floor. There are double doors at each end of the barn and double doors leading to the attached riding arena.

The second level consists of a viewing room/lounge with laminate flooring. Behind the viewing room is a hay storage room with plywood flooring.

The overall condition of the barn is good and it appears well maintained.

INDOOR RIDING ARENA

The riding arena is 60' x 120' and is attached to the Barn. The exterior walls and roof are metal. The interior is wood framed with floor to ceiling wood kick boards, acrylic windows, and standard lighting. There are double doors leading to the barn and two sets of double doors leading to the exterior.

The arena appears to be in good overall condition and it appears well maintained.

BARN 2- Hay/Equipment Barn

- **BUILDING AREA:** 40' x 60' - 2,400 square feet
- **AGE:** 2.5 years+/- per owner
- **EXTERIOR:** Metal siding
- **ROOF:** Metal roof
- **WINDOWS:** Vinyl thermopanes
- **ELECTRICAL:** 100 Amp Breakers
- **DOORS:** (3) 10' Electric roll-up doors
- **Foundation:** Poured concrete

COMMENTS:

The hay/equipment barn is an insulated wood frame building with a metal ceiling with florescent lighting. A diesel fuel tank on concrete pad sits adjacent the building. The overall condition of the barn appears to be good and appears well maintained.

PHOTOGRAPHS OF SUBJECT PROPERTY

7274 Ashburn Road

Exterior



House Front View (East Side)



House Rear View (West Side)



SUV Garage



Equestrian Barn



Hay/Equipment Shed



Ashburn Road (North)



Ashburn Road (South)



Neighborhood (East View)



Neighborhood (South View)



Neighborhood (North View)



Neighborhood (West View)

For Additional Pictures Refer to Schedule F

ENVIRONMENTAL ISSUES

The Appraisers are not, environmental auditors, nor do we possess any specialized knowledge in this area. We are not aware of the content of any environmental reports, studies or other investigations or soil surveys, which may have been carried out on the property and which may have indicated the existence or possibility of contamination. In undertaking this assignment, we have assumed that no actual or potential contaminative uses have ever been carried out on the property. Further, we have not carried out any investigation into the past or present specific uses of the Subject property or of any adjacent properties to ascertain whether there is any potential for contamination from any uses on adjacent sites that would affect the Subject site and have hence, assumed that none exist. Should it be subsequently established that contamination does exist on or adjacent to the Subject property we reserve the right to adjust our conclusions to reflect any negative influence proven to be present.

The subject land is utilized in an agricultural capacity. This requires the use of fertilizers, insecticides and fuel oils (machinery and equipment). These materials may cause contamination of the soils or buildings. There is an above ground diesel tank adjacent to the hay/equipment shed

EXTRAORDINARY CONDITIONS OR ASSUMPTIONS

The estimated market value of the subject property does not include any crops or farming equipment (such as tractors, trucks etc.).

We have made the assumption that the well water is potable and the septic system is in good working order.

We have made the assumption that all of the mechanical equipment related to the structures is in good working order.

We have relied on the MPAC information indicating the lot size. We have made the assumption that this information is correct.

Certain cost estimates for improvements have been provided by the applicant and are assumed to be correct. We reserve the right to amend the estimated market value for the subject property if it is determined that the information provided is not correct.

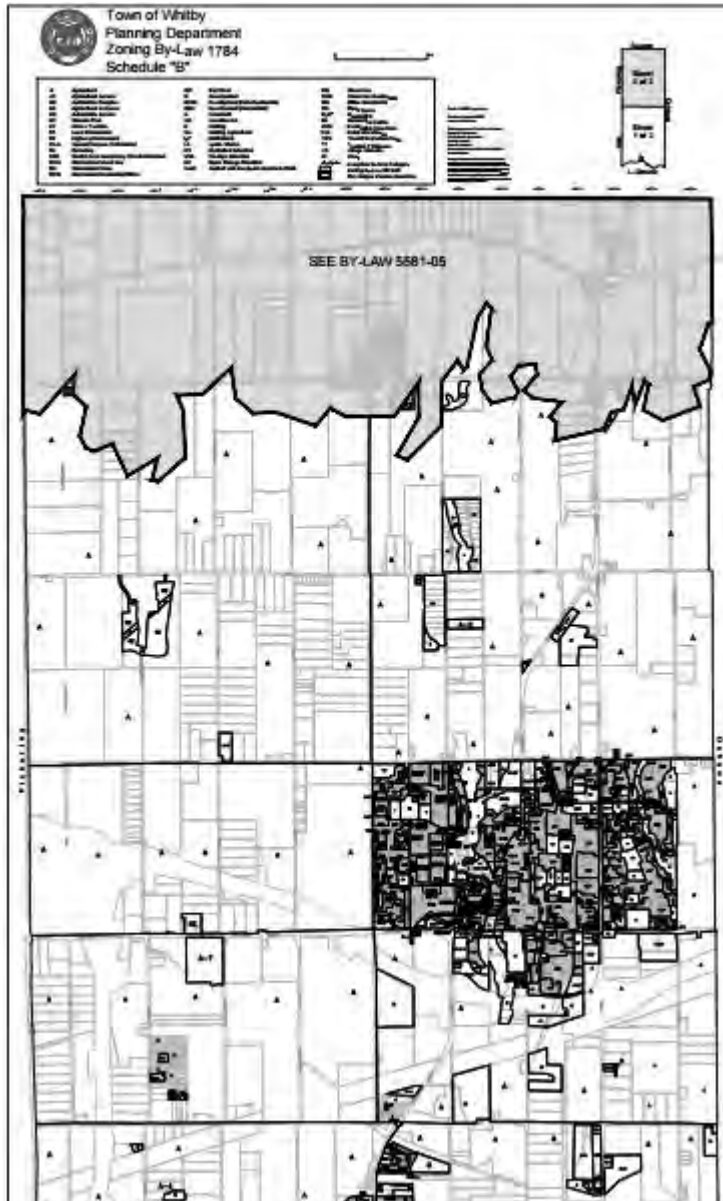
We impose no other extraordinary conditions or assumptions for the purposes of this Appraisal assignment.

MUNICIPAL SERVICES

Municipal services that may be made available at the Subject site include but are not necessarily limited to paved roads, hydro, well, septic and an adequate array of police, ambulance, hospital and fire emergency services.

ZONING

According to the administration of the Town of Whitby, the Subject property is currently under the influence of A ~ Agricultural Zoning Under the provisions of A zoning, the permitted uses include residential, farming/non farming and home occupation.



The Subject property as it was on the effective date of Appraisal appears to possess legal conforming compliance with the current zoning provisions.

📁 The reader's attention is directed to Schedule 'C&D' of the addenda for copies of the zoning maps and provisions.

ASSESSMENT AND TAXES

7274 Ashburn Road, Whitby, Ontario	
Roll Number	18 09 010 041 025700 0000
Roll Book Ownership	Aimee Lynn Bodimeade
Property Description	7274 Ashburn Road, Whitby, Ontario L1M1L4
2016 Assessment	CTN \$1,214,000
2016 Taxes	\$5,600.00

Commentary:

The assessment and consequent taxation appear to be consistent with other similar properties in Town of Whitby and hence we are not compelled to suggest the levies should be challenged.

MARKETABILITY INFLUENCES

Slow growth will continue in most Ontario economic regions (as defined by Statistics Canada) for 2015, with some improvement expected in 2016. External and domestic economic conditions will not be conducive to a significant growth upturn in the near term.

The disparate economic performance among Ontario's major regions shows few signs of abating in the next two years. Toronto, in particular, and the Kitchener-Waterloo-Barrie region will continue to set the pace and lead other regions in overall economic growth. These regions have an industry mix more oriented to growth industries and less dependent on industries facing more difficult market conditions, such as the auto manufacturing or natural resource-based regions.

The external economic backdrop in which these regions operate is not particularly robust and until this improves most regions will continue to grow at a subpar pace, or possibly remain stalled. Another important and helpful factor will be a lower Canadian dollar, which is likely through 2016.

Low interest rates will facilitate growth in the domestic economy and in investment spending, but the lack of growth in most regions' exports constrains these areas. As a consequence, growth in consumer spending, housing sales, housing construction, and business investment will be minimal until the economic spark occurs. Restricted spending by the provincial and federal governments and tighter federal mortgage insurance criteria will slow down each region's economy.

The Supply and Demand factors

There is an average supply of equestrian facilities on the market at the present time within the Township of Durham. These facilities range in land size and quality of the residence and buildings. Demand for the subject's equestrian facility is considered to be good due to the good quality barns, riding area and residence.

Purchaser Profile

Due to the nature of the improvements, a purchaser would likely be one that is seeking a hobby farm or is in the equestrian training business who would occupy the property as their primary residence.

PART FOUR

Analysis and Conclusions

HIGHEST AND BEST USE ESTIMATE

Fundamental to the concept of value in real estate is the principal of highest and best use. It is generally defined as that use which is most likely to produce the greatest net return over a given period of time. Net return may not always be limited to monetary gains and may take the form of amenities.

According to the publication entitled Real Estate Appraisal Terminology, published in 1975 and co-sponsored by the American Institute of Real Estate Appraisers, and the Society of Real Estate Appraisers, Highest and Best Use is defined therein as follows:

"That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal".

Alternatively, that use, from among reasonable probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results with highest land value.

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Implied with these definitions is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners.

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of the most probable selling price (market value) another appropriate term to reflect highest and best use would be: most probable use."

Various factors and principles must be considered in estimating the Highest and Best Use of a Subject property and are categorized as follows:

- *Zoning - Government regulations*
- *Physical feasibility*
- *Location - within the area*
- *Conformity - to the surroundings*
- *Supply and Demand*
- *Identification of Purchaser Profile*

Property as if Vacant

Given the Municipal Official Plan designation and zoning, it seems unlikely that uses other than agricultural would be permitted. Based on the physically possible and financially viable uses of the property, the most profitable and highest and best use of the site “as if vacant” would be its current use or in development to an agricultural use in accordance with the local land use provisions. The Highest and Best Use of the subject property “as if vacant” is its permitted use **Agricultural (A) Zoning**

Property as Improved

In reviewing the Official Plan Zoning Bylaw and other relevant data pertinent to the subject property it has been determined that the highest and best use of land is its current use or any agricultural use permitted by the current zoning By-law. **As Improved.**

METHOD OF VALUATION

There are three methods that are normally used to estimate the value of improved property.

The Cost Approach

In the Cost Approach, an estimated reproduction or replacement cost of the building and land improvements as of the date of appraisal is developed, including an estimate of entrepreneurial profit or incentive, and an estimate of the losses in value that have taken place due to wear and tear, design and plan deficiencies or in neighbourhood influences is subtracted. An estimate of the value of the land is then added to this depreciated building cost estimate. The total represents the cost approach value.

The Direct Comparison Approach

The Direct Comparison Approach compares properties similar to the subject property that have been sold recently or for which listing prices or offers are known to the subject. Data from generally comparable properties is used and comparisons are made to demonstrate a probable price at which the subject property would sell if offered on the market.

The Income Approach

In the Income Approach, the rental income of the subject property is calculated and deductions are made for vacancy, collection loss and expenses. The prospective net operating income of the property is then estimated. To support this estimate, operating statements for the subject property in previous years and for comparable properties are reviewed. An applicable capitalization method and appropriate capitalization rates are developed and used to obtain an indication of value.

FINAL ESTIMATE OF VALUE

The previously outlined appraisal techniques result in three estimates of value, which need not be identical. Each estimate, through a process of correlation and reconciliation, is considered in light of its quality of data, importance and relevancy to market conditions. The resulting valuation is called the Final Estimate of Value.

APPROACHES UTILIZED

The application and validity of each approach to value is dictated by the type of property involved and the Appraiser's terms of reference.

The *Cost Approach to Value* will be used in this report due to the age of the subject, access to reliable costing data and availability of vacant land sales

The *Direct Comparison Approach to Value* was considered and thoroughly researched. Adequate amounts of data of what was considered to be of reasonably good quality was collected and used to frame the terms of reference from which value conclusions were drawn.

The *Income Approach to Value* will not be used in this report as any income derived from renting agricultural land and the improvements does not reflect a realistic market value when capitalized due to the land size.

Therefore, for the purposes of this Appraisal Report the Cost Approach and the Direct Comparison Approach to Value will be relied upon to produce the value conclusion.

THE COST APPROACH

DESCRIPTION OF IMPROVEMENTS ~ 7274 Ashburn Road, Whitby

The subject site is improved with a two storey 5,680 ft²± detached residential dwelling, 800 ft²± heated and insulated SUV Garage, 2,400 ft²± insulated Hay/equipment barn, 11,040 ft²± Equestrian barn c/w 14 stalls and riding arena, 3 paddocks and outdoor riding ring. Combination Paved and Tar & Gravel Driveways. (Refer to page 29 for a more detailed description of improvements)

Cost Approach to Land Value

Site valuation Techniques

- Direct comparison
- Extraction
- Allocation
- Income capitalization
 - land residual
 - ground rent capitalization
 - subdivision development

In this report the Direct Comparison method is selected

Direct comparison: This method determines the average or typical unit value for each type of land. The Direct Comparison Approach is based upon the principle of substitution which states a prudent investor would pay no more for a property than the cost of acquiring an alternative property with the same utility. The Direct Comparison Approach involves the investigation and analysis of recent, similar sales and listings of properties coupled with a process of comparison with the subject. Adjustments are made to account for relevant differences between each comparable sale and the subject. Such an adjustment process derives from each comparable an expected price that it would have sold for had it possessed the relevant characteristics that the subject possesses. From these adjusted sales prices, a defensible estimate of value for the subject may be made. This value can be found by carefully considering the available data adjusting for location, time, financing, zoning, conditions of sale and any other relevant adjustments, analysing this data and making an informed judgement on the land value.

This method is selected because it is the preferred approach in site evaluation and there are enough sales of vacant land available that may vary in size but are relatively similar in other respects. This method best reflects the typical buyer and seller and associated economic principles of substitution and contribution. It is the most common and simplest and requires fewer and less complicated adjustments.

Adjustment Items

Date of Sale

Where the market is changing it may be necessary to adjust prices to reflect the time difference between the date of sale of a comparable property and the date of valuation.

The Toronto Real Estate Board reports average MLS statistics for four districts on a monthly basis. The Subject Property is located within the Northern District.

Rights Conveyed

When real property rights are sold, they may be the sole subject of the contract or the contract may include other rights. In the sales comparison analysis, it is pertinent that the property rights of the comparable sales be similar to the property rights of the Subject Property. All sales considered were Fee Simple transfers, no adjustments were necessary.

Financing

The transaction price of one property may differ from that of a similar property due to different financing arrangements. Financing arrangements may include existing mortgages at favourable interest rates or paying cash to a lender so that a mortgage with below-market interest rates could be offered.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivation of the purchaser and vendor. In some cases the conditions of sale significantly affect transaction prices. Sales that reflect unusual situations require an appropriate adjustment for motivation or sale condition. For example power of sale conditions involve a certain degree of urgency on the part of the lender - leading to a somewhat lower sale price than what would otherwise be expected.

Location

An adjustment for location within a market may be required when the locational characteristics of a comparable property are different from those of the Subject Property. Although no location is inherently desirable or undesirable, the market recognizes that one location is better than, similar to, or worse than another.

Site Area

The price per acre of land is expected to vary with the size of the tract. Generally, above an optimum acreage, as size increases, the price per acre decreases where all other features are similar. This is typically referred to as marginal diminishing utility.

Land Use Controls

If any of the comparables sales have a zoning which permits a higher or lower use, adjustments will be made to the unit price

Services

The subject property has private water and private septic systems and has access to all other municipal services including hydro, phone etc. The comparable properties may have similar access to these services and some may vary therefore, adjustments may be required.

Site Utility

Site utility adjustments take into account site grading, site size, configuration and other factors that may have an impact upon the development. Site grading enhances utility and is considered as a value added feature. As site decreases, certain types of development can become problematic from the standpoint of physical and financial feasibility. A site size that allows for more flexibility in development is favoured over a smaller more restrictive site. Oddly configured sites tend to have more leakage of usable land.

COMPARABLE SALES

The subject site is an interior lot located on 13.1 acres, with frontage on Ashburn Road in a rural residential neighborhood of the Town of Whitby. To estimate the market value of the subject as if vacant, a search of the surrounding area was carried out. Four comparable land sales with different purchasers and sellers were selected and all sales pre date the effective date of April 11, 2016.

Below is a map showing the location of the land sales and that of the subject property.

COMPARABLE SALES

The sales selected are considered to provide the most reliable evidence of market value for the subject property. The search yielded 4 sales which were considered to be similar to the Subject Property.

Comparable	Address	City	Site Size (Acres)	Building Size (SF)	Sale Date	Sale Price	Sale Rate/Acre
1	520 Brawley Road West	Whitby	4.6 Acres	Vacant	06/13/14	\$510,000	\$110,869
2	5,290 Garrard Road	Whitby	68.43 Acres	Vacant	09/30/15	\$3,900,000	\$56,993
3	640 Columbus Road W	Whitby	5.07 Acres	Vacant	12/10/14	\$1,075,000	\$212,031
4	7963 Ashburn Road	Whitby	50.07 Acres	Vacant	01/25/16	\$6,400,000	\$127,821

Location Map

Comparable Sale No. 1

Address:	520 Brawley Road West, Ontario
Sale Date:	2016/06/13
Rights Conveyed	Nil
Financing	Nil
Conditions of Sale	Nil
Location	Superior
Site Area	Smaller
Zoning	Similar
Site Utility	Similar
Services	Similar
Comments: The property is located .133 km north of the subject in a more desirable location close to Highway 12. The site is improved with a small residential building of little value. The site has a smaller lot size. The comparable sold in 2014 and is zoned similar to the subject and cannot be severed. An upward adjustment was applied for Time. A downward adjustment was applied for Location and Site Area.	



Comparable Sale No. 2

Address:	5290 Garrard Road, Whitby, Ontario
Sale Date:	2015/09/30
Rights Conveyed	Nil
Financing	Nil
Conditions of Sale	Nil
Location	Inferior
Site Area	Larger
Zoning	Similar
Site Utility	Similar
Services	Similar
Comments. The property is located 5.4 km south of the subject in a less desirable neighborhood. The site has a slightly larger lot size. The comparable sold in 2015, is zoned similar to the subject and sold as future employment land. An upward adjustment was applied for time, location and Site Area.	



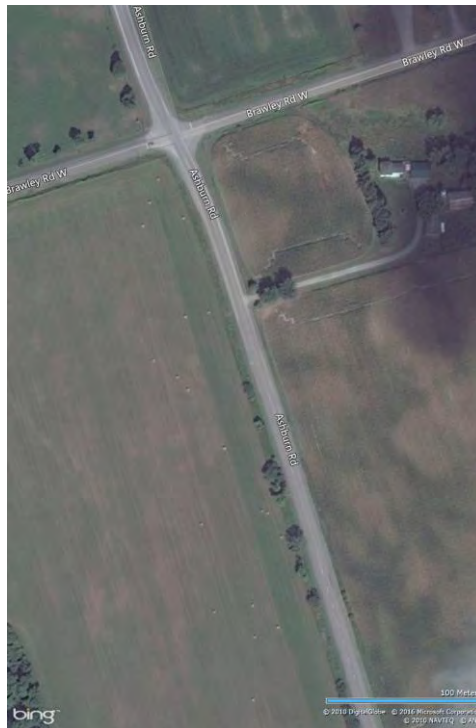
Comparable Sale No. 3

Address:	640 Columbus Road W, Whitby, Ontario
Sale Date:	2014/12/10
Rights Conveyed	Nil
Financing	Nil
Conditions of Sale	Nil
Location	Superior
Site Area	Smaller
Zoning	Similar
Site Utility	Superior
Services	Superior
Comments: The property is located 1.09 km south of the subject in a more desirable location with access to municipal services. The site has a smaller lot size. The comparable sold in 2014 and is zoned similar to the subject. The subject has greater frontage on Columbus Road and is proposed to be part of Future Residential Land (5-10 yrs.). An upward adjustment was applied for Time. A downward adjustment was applied to Location, Site Area, Services and Site Utility.	



Comparable Sale No. 4

Address:	7963 Ashburn Road, Whitby
Sale Date:	2016/01/25
Rights Conveyed	Nil
Financing	Nil
Conditions of Sale	Nil
Location	Superior
Site Area	Larger
Zoning	Similar
Site Utility	Superior
Services	Similar
Comments: The property is located 1.km north of the subject in a more desirable location. The site has a larger lot size. The comparable sold in 2016 and is zoned similar to the subject. The subject is a corner lot with frontage on Ashburn and Brawley Roads and sold as Future Residential Land (5-10 yrs.). An upward adjustment was applied for Site Area. A downward adjustment was applied, Location and Site Utility.	



ANALYSIS OF COMPARABLE SALES

It is acknowledged that sellers do not actually apply plus or minus adjustments by percentage or by lump sum dollar amounts for individual differences between comparable properties and a Subject Property. They do however, weigh the advantages and disadvantages of a property they may sell or buy compared to others that have sold or are listed, and make at least an overall adjustment to reflect all of the differences. Descriptive analyses of the sales are outlined on the following pages.

The Appraisal Institute of Canada recommends the use of a 'paired sales analyses in the derivation of adjustments. This involves locating two very similar sales that sell in a similar time period. If the two sales differ in only one key feature, then the difference in the sale price can be used as the "market indicator" for the adjustment for that feature. In practice, this concept usually only applies to newer homes in subdivisions. Rural, agricultural properties tend to be unique and therefore, in practice are not usually possible to find paired sales to derive adjustments. In the absence of paired sales, it is the appraiser's experience and judgment (based on observation) which is used for adjustments. A table of relative adjustments is presented as follows;

Item	Subject	Sale No. 1	Sale No. 2	Sale No. 3	Sale No. 4
Date of Sale	Effective Date	06/13/14	09/30/15	12/10/14	01/25/16
Sale Price		\$510,000	\$3,900,000	\$1,075,000	\$6,400,000
Land Size (acres)	13.1 Acres	4.60 Acres	68.43 Acres	5.07 Acres	50.07 Acres
Sale Price (\$/acre)		\$110,869	\$56,993	\$212,031	\$127,821
Adjustments					
Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		Nil	Nil	Nil	Nil
Conditions of Sale		Normal	Normal	Normal	Normal
Adjustment		Nil	Nil	Nil	Nil
Date of Sale	04/11/16	06/13/14	09/30/15	12/10/14	01/25/16
Adjustment		+	+	+	Nil
Financing		Normal	Normal	Normal	Normal
Adjustment		Nil	Nil	Nil	Nil
Location	Average+	Superior	Inferior	Superior	Superior
Adjustment		-	+	-	-
Site Area		Smaller	Larger	Smaller	Larger
Adjustment		-	+	-	+
Zoning		Similar	Similar	Similar	Similar
Adjustments		Nil	Nil	Nil	Nil
Site Utility		Similar	Similar	Superior	Superior
Adjustments		Nil	Nil	Nil	-
Services		Similar	Similar	Superior	Similar
Adjustments		Nil	Nil	+	Nil
Total Net Adjustments		-	Nil	+	-
Adjusted Sale Price		Similar	Inferior	Superior	Similar

Market Value Estimate

Comparable #1 is the most similar to the subject based on the lowest net adjustments and inability to develop into Future Residential Land.

Comparable # 4 is also similar to the subject however required additional adjustment for Site Utility and potential for development into Future Residential Land.

Comparable #2 was judged inferior to the subject based on higher net adjustments due to Time, Location and Site Area.

Comparable #3 was judged superior to the subject based on higher net adjustments due to Time, Location, Services, Site Area and potential for development into Future Residential Land.

Therefore, it is estimated that the value of the subject land and that value on a rate per acre basis is: \$80,000.

All factors considered it is our opinion that the market value of the Subject Property via the Direct Comparison Approach as at March 16, 2016 is:

Final Value Estimate: \$80,000 per acre x 13.1 acres = \$1,048,000

COST ANALYSIS

Reproduction Cost New is the current cost new at the date of the appraisal of duplicating an identical item or reproducing an exact replica, embodying all of the subject's deficiencies, superadequacies and obsolescence.

Replacement Cost New is the current cost at the date of the appraisal of a similar new item having the nearest equivalent utility as the property being appraised.

To determine when to use Replacement Cost or Reproduction Cost the appraiser looks at age, highest and best use, uniqueness and if the structures use has been altered over time. The use of Replacement Cost eliminates the need to measure functional obsolescence and can result in a cost less than Reproduction Cost. This is due primarily because materials used are readily available unlike Reproduction Cost which is more challenging because materials used may no longer be available and construction standards may have changed

Replacement Cost is generally cheaper than Reproduction Cost based not only on the actual materials, but the utility.

For instance many older bank buildings have marble steps, very tall double hung windows in tall rooms to allow summer ventilation in buildings without air conditioning. The modern bank is likely tile, carpet, elevators, small windows that don't open. They don't have transoms over the doors, ornate stairs and railings and thin wood doors are obsolete. Consequently should the older bank building burn down it is unlikely the bank would be reproduced due to cost and utility making replacement the obvious choice.

In the case of newer buildings reproduction costs is more viable. In order to permit an analysis of all depreciation categories using the "Observed Condition Method" Reproduction Cost New should be used. Given the age of the subject the Reproduction Cost New has been selected

Cost Estimate

Cost estimates for this report are derived from:

Marshall & Swift Cost Services;

This computerized cost service allows the user to input data based on the design and materials used in the construction of the subject. The estimator is based on Replacement Cost not Reproduction Cost, however due to the age of the subject we are comfortable using this data to estimate Reproduction Cost New

Subject Property

Based on the data from Marshall & Swift Cost Services the estimate of replacement cost new – exclusive of depreciation and extras is;

Total Cost New \$3,064,085 complete

See Schedule G for calculation

Summary – Cost Approach to Value

The estimate of market value for the subject property using the Cost Approach is summarized in the following table.

Cost Approach To Value			
Land Value			\$1,048,000
Replacement Cost New (RCN) Building		\$3,064,085	
Depreciation (Schedule G)			
Cost to Cure (Basement repairs)	\$53,000		
Long Lived	\$125,607		
Functional Obsolescence	Nil		
Locational	Nil		
External	Nil		
Total Depreciation	\$178,607	(\$178,607)	
Depreciated Building Value		\$2,885,478	\$2,885,478
Value Indicated by Cost Approach			\$3,933,478

Therefore the estimated market value of the subject property based on the Cost Approach as at the effective date is: \$3,950,000.00

Cost Approach to Value Indication

Rounded to say: \$ 3,950,000.00

**THREE MILLION NINE HUNDRED & FIFTY THOUSAND
DOLLARS**

THE DIRECT COMPARISON APPROACH

The Direct Comparison Approach to value is a process of comparing market data; that is the price paid for similar properties, prices asked by owners, offers made by prospective purchasers willing to buy, and of rents and leases. It is good evidence of value because it represents the actions of buyers and sellers in the marketplace.

The Market Data Approach is based on the principle of '*Substitution*', which implies that a prudent purchaser will not pay more to buy a property than what it would cost to buy a comparable substitute. This approach to value recognizes that the typical buyer will compare properties which constitute the market for a given type and class.

In making comparisons between properties, similarities and dissimilarities must be recognized. The conclusions that are deemed to be the most dependable are those based on comparisons of factors and conditions that are very much alike. However, regard must be paid to dissimilarities that affect the relative desirability and utility of the sales in the conclusion of the final estimate of value by this method.

Traditionally the elements of comparison are the passage of time, locational and physical characteristics, with the objective being to deduce from the data of the sales, the amount that the property under appraisal would sell for if exposed for sale on the market for a reasonable time at the date of valuation.

In an ideal situation for applying this approach to value the following conditions must prevail:

- *A large number of sales have occurred between knowledgeable buyers and sellers who are familiar with the local market.*
- *The properties sold are closely comparable to the subject property.*
- *Terms of sale are similar.*
- *Sales are recent.*

Selection of Comparable Sales

As one sale is not indicative of market value, an appraiser examines a number of market transactions. When properly reconciled, trends emerge leading to the estimate of market value of the property being appraised.

The sales selected are considered to provide the most reliable evidence of market value for the subject property. Due to a lack of recent sales close to the subject our search was expanded over time and location. The search yielded 4 sales which were considered to be similar to the Subject Property.

ADJUSTMENT CONSIDERATIONS

In valuing the subject lands, comparison was made to each of the sales. The basis of comparison included the consideration of the following criteria listed below.

Adjustment Items**Date of Sale**

Where the market is changing it may be necessary to adjust prices to reflect the time difference between the date of sale of a comparable property and the date of valuation. The Toronto Real Estate Board reports average MLS statistics for four districts on a monthly basis. The Subject Property is located within the Northern District. Prices increased from 2.85 to 6.4% in municipalities in the northern area from 2010 to 2012. Therefore a conservative 2.5% yearly increase will be applied to 2013 to present. Taking this into consideration a market time adjustment in the order of .21% per month is appropriate

Rights Conveyed

When real property rights are sold, they may be the sole subject of the contract or the contract may include other rights. In the sales comparison analysis, it is pertinent that the property rights of the comparable sales be similar to the property rights of the Subject Property. All sales considered were Fee Simple transfers, no adjustments were necessary.

Financing

The transaction price of one property may differ from that of a similar property due to different financing arrangements. Financing arrangements may include existing mortgages at favourable interest rates or paying cash to a lender so that a mortgage with below-market interest rates could be offered.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivation of the purchaser and vendor. In some cases the conditions of sale significantly affect transaction prices. Sales that reflect unusual situations require an appropriate adjustment for motivation or sale condition. For example power of sale conditions involve a certain degree of urgency on the part of the lender - leading to a somewhat lower sale price than what would otherwise be expected.

Location

An adjustment for location within a market may be required when the locational characteristics of a comparable property are different from those of the Subject Property. Factors such as ease of access, access to municipal services, highway exposure are considered. Although no location is inherently desirable or undesirable, the market recognizes that one location is better than, similar to, or worse than another.

Site Area

It is generally known that as size increases the unit rate decreases or increases to a lesser degree (Marginal Diminishing Utility).

Building Condition and Quality

Although the age, condition and quality do not have to be interrelated, the local submarket data used in this analysis shows a high correlation among the three characteristics. To that end these three characteristics will be combined into a single adjustment. Consideration, where possible, was given to building age, potential differences in remaining useful life; quality of facilities, size and overall appeal.

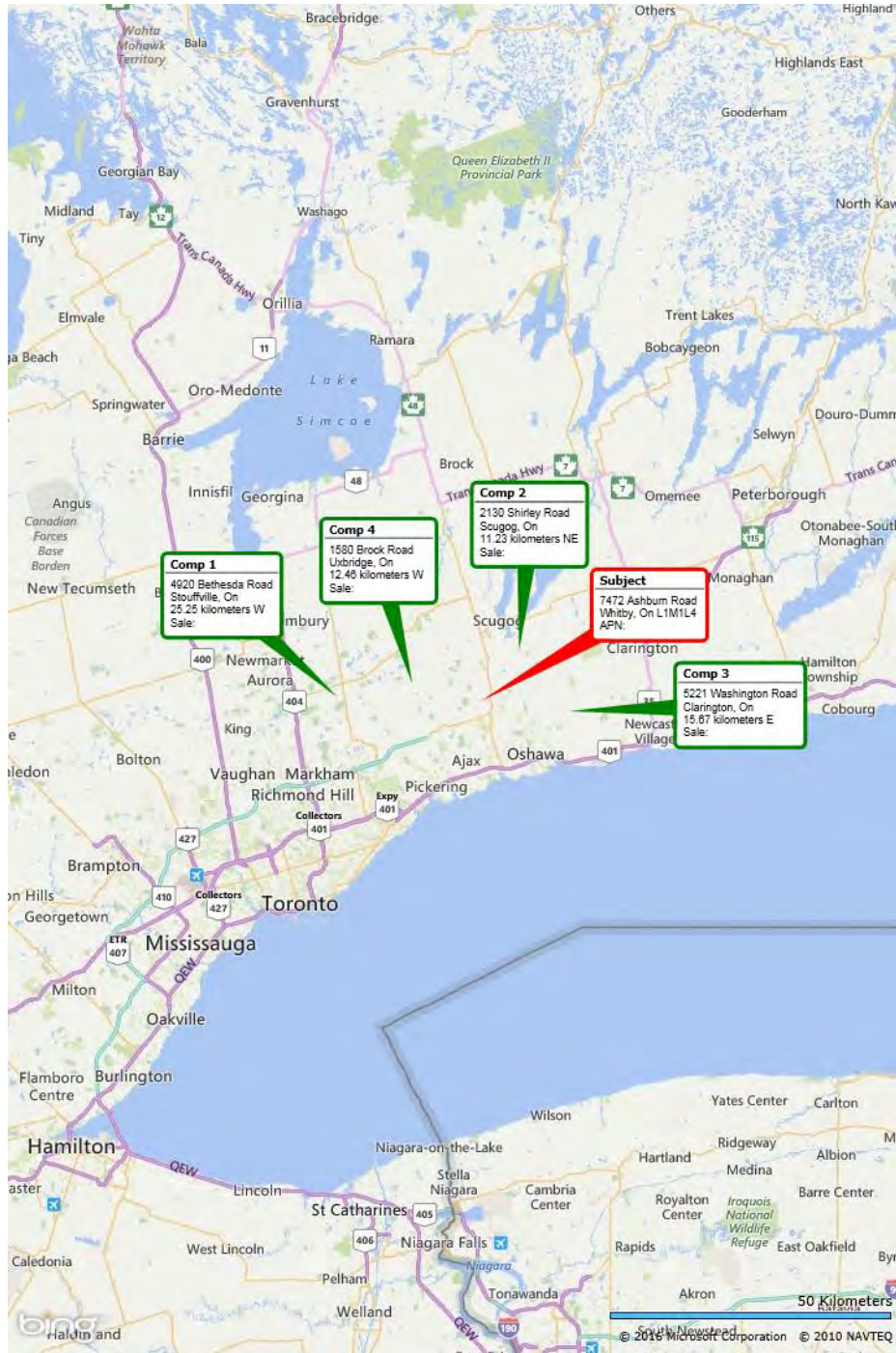
Land Use Controls

If any of the comparables sales have a zoning which permits a higher or lower use, adjustments will be made to the unit price

COMPARABLE SALES

Comparable	Address	City	Site Size (Acre)	Sale Date	Sale Price	Sale Rate/Acre
1	4920 Bethesda Road	Stouffville	30 acres	12/03/13	\$4,450,000	\$148,333
2	2130 Shirley Road	Scugog	99 acres	9/25/15	\$2,450,000	\$24,747
3	5221 Washington Road	Clarington	115 acres	03/06/15	\$1,450,000	\$12,608
4	1580 Brock Road	Uxbridge	138 acres	10/24/13	\$2,500,000	\$18,115

Location Map



Comparable Sale No. 1

Address:	4920 Bethesda Road, Stouffville
Sale Date:	12/03/13
Rights Conveyed	Nil
Financing	Nil
Conditions of Sale	Nil
Location	Superior
Site Area	Similar
Building Size Condition & Quality	Similar
Comments: The property is located 25 km west of the subject north of Stouffville. The site is a 30 acres located in a similar rural residential neighborhood. The site is improved with an 8,164 sqft 2 storey estate residence with unfinished basement constructed in 1980. Outbuildings include a detached garage/workshop and an equestrian barn c/w 36 box stalls and 20x60 heated arena with viewing room. The comparable sold in 2013 and is zoned similar to the subject. An upward adjustment was applied for Time. A downward adjustment was applied for Location	



Comparable Sale No. 2

Address:	2130 Shirley Road, Scugog, Ontario
Sale Date:	09/25/15
Rights Conveyed	Nil
Financing	Nil
Conditions of Sale	Nil
Location	Inferior
Site Area	Higher
Building Size, Condition & Quality	Inferior
Comments: The property is located 11.2 km north east of the subject near Port Perry. The site is a 99 acres located in an inferior rural residential neighborhood. The site is improved with a 2,495 sqft 1 storey residence with partially finished basement, indoor pool and attached 2 garage constructed in 1995. Outbuildings include (2) 60x120 equestrian barns c/w 50 box stalls in total with viewing room and tack shop. The comparable sold in 2015 and is zoned similar to the subject. An upward adjustment was applied for Time, Location, Site Area and Building Condition.	



Comparable Sale No. 3

Address:	5221 Washington Road, Clarington, Ontario
Sale Date:	03/06/15
Rights Conveyed	Nil
Financing	Nil
Conditions of Sale	Nil
Location	Inferior
Site Area	Higher
Building Size, Condition & Quality	Inferior
Comments: The property is located 15.6 km east of the subject near Oshawa. The site is a 115 acres located in an inferior rural residential neighborhood. The site is improved with a 3,144sqft 2 storey century home renovated in 1980 residence with unfinished basement and no garage. Outbuildings include an equestrian barn c/w 50 box stalls and 60 x 120 arena with viewing room, tack room, breeding shed and drive shed. The comparable sold in 2015 and is zoned similar to the subject. An upward adjustment was applied for Time, Site Area, Location and Building Condition.	



Comparable Sale No. 4

Address:	1580 Brock Road, Uxbridge, Ontario
Sale Date:	10/24/13
Rights Conveyed	Nil
Financing	Nil
Conditions of Sale	Nil
Location	Inferior
Site Area	Higher
Building Size, Condition & Quality	Inferior
Comments: The property is located 12.4 km west of the subject north of Uxbridge. The site is a 138 acres located in an inferior rural residential neighborhood. The site is improved with a 2,815sqft 2storey main residence with unfinished basement and no garage constructed in 2004. Outbuildings include a 2,400 sqft clubhouse, an equestrian barn with 80 x 200 arena with viewing room, 22 box stall barn, workshop, and hay barn. The comparable sold in 2013 and is zoned similar to the subject. An upward adjustment was applied for Time, Location, Site Area and Building Condition.	



ANALYSIS OF COMPARABLE SALES

The search yielded 4 sales similar to the Subject Property. It is acknowledged that sellers do not actually apply plus or minus adjustments by percentage or by lump sum dollar amounts for individual differences between comparable properties and a Subject Property. They do however, weigh the advantages and disadvantages of a property they may sell or buy compared to others that have sold or are listed, and make at least an overall adjustment to reflect all of the differences. Descriptive analyses of the sales are outlined on the following pages.

The Appraisal Institute of Canada recommends the use of a 'paired sales analyses in the derivation of adjustments. This involves locating two very similar sales that sell in a similar time period. If the two sales differ in only one key feature, then the difference in the sale price can be used as the "market indicator" for the adjustment for that feature. In practice, this concept usually only applies to newer homes in subdivisions. Rural, agricultural/equestrian properties tend to be unique and therefore, in practice are not usually possible to find paired sales to derive adjustments. In the absence of paired sales, it is the appraiser's experience and judgment (based on observation) which is used for adjustments. A table of relative adjustments is presented as follows;

Item	Subject	Sale No. 1	Sale No. 2	Sale No. 3	Sale No. 4
Date of Sale	Effective Date	12/03/13	09/25/15	03/06/15	10/24/13
Sale Price		\$4,450,000	\$2,450,000	\$1,450,000	\$2,500,000
Land Size (Acres)	13.1 Acres	30 Acres	99 Acres	115 Acres	138 Acres
Sale Price (\$/acre)		\$148,333	\$24,747	\$12,608	\$18,115
Adjustments					
Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		Nil	Nil	Nil	Nil
Conditions of Sale		Normal	Normal	Normal	Normal
Adjustment		Nil	Nil	Nil	Nil
Date of Sale	04/11/16	12/03/13	09/25/15	03/06/15	10/24/13
Adjustment		+	+	+	+
Financing		Normal	Normal	Normal	Normal
Adjustment		Nil	Nil	Nil	Nil
Location	Average+	Superior	Inferior	Inferior	Inferior
Adjustment		-	+	+	Nil
Site Area	13.1 Acres	30 Acres	99 Acres	115 Acres	138 Acres
Adjustment		Nil	+	+	+
Building, Size Condition & Quality	Superior	Similar	Inferior	Inferior	Inferior
Adjustments		Nil	+	+	+
Total Net Adjustments		-	+	+	+
Overall		Similar	Inferior	Inferior	Inferior

Market Value Estimate

The adjustment process provides a range from approximately \$3,500,000 to \$4,000,000.

Comparable #1 is considered the most similar to the subject based on the fewest net adjustments and has been given the most weighting. Upward adjustments were required for the date of sale. A downward adjustment was applied due to its location in a more desirable rural neighborhood and close proximity to Toronto. The downward adjustment for the residence size was offset by the fact that the comparable did not have a finished basement.

Comparable # 2 & 3 are also similar to the subject however were given less weight due to more remote location, significant adjustments for site area due to acreage and overall condition. .

Comparable #3 is the least similar to the subject. There are numerous buildings on the site, however it was reported that most of the buildings have not been well maintained to the standard of the subject. Upward adjustments were required for time, location, the inferior residence, and for the outbuildings.

The subject property is located within a desirable area of Durham Township amongst estate residences and agricultural farms. The area is also undergoing a transition due to the Brooklin Secondary Plan. The 13.1 acre site is improved with a good quality two storey residence and outbuildings all constructed with good quality materials and workmanship within the past 6 years.

Having given due consideration for the foregoing analysis, we have concluded that the applicable market value of the subject property, as of April 11, 2016, is within the approximate mid-point of the range at \$3,750,000 less deferred maintenance of \$53,000 (page 30) = \$369,700.00, *based on a six to twelve month exposure time.*

Therefore:

Direct Comparison Approach to Value Indication

Rounded to say: \$ 3,700,000.00
THREE MILLION SEVEN HUNDRED THOUSAND
DOLLARS

RECONCILIATION AND FINAL OPINION OF VALUE

The following are the results of the applied approaches to value:

Direct Comparison Approach	\$3,700,000.00
Income Approach	N/A
Cost Approach	\$3,950,000.00

The data assembled for analysis is considered to have been of an adequate quality to provide the frames of reference from which our value conclusions were drawn. We are convinced that the evidence presented in this report has provided us with sufficient points of reference to support our determination of the current market value of the Subject property as of the effective date of this report.

The Cost Approach is typically used to test the feasibility of new construction and as a benchmark for comparing the other approaches to value. The Cost Approach also involves a degree of subjectivity regarding the estimation of costs, depreciation and land value. Given the information available this approach is considered a reliable indicator.

The Direct Comparison Approach is a good test of value provided a sufficient number of valid comparables can be found. There was not a large pool of improved comparable sales to draw from in the subjects' area however those selected required a reasonable number of adjustments, making this approach a more reliable indicator.

Consequently most weight has been given to the Direct Comparison Approach with support provided by the Cost Approach to arrive at the estimated value.

Therefore, based upon the preceding analysis, and further based on our knowledge of commercial estate markets in general, our considered opinion deems the Subject property's estimated market value as of the effective date of appraisal to be approximately:

\$3,700,000.00
THREE MILLION SEVEN HUNDRED THOUSAND
DOLLARS
As of
April 11, 2016

Exposure Time

Exposure time may be defined as: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. The estimate of exposure time may be based on time required to sell comparable properties, where sales data is available. Providing the property had been exposed in the market at a reasonable price, exposure time is estimated to range from approximately six to twelve months.

Certification

April 18, 2016.

We certify that to the best of our knowledge and belief that:

- The statements of fact contained in this report are true and correct.
- A personal inspection of the Subject property was performed by William Ferguson on April 2016. John D. Shaw AACI, P. App performed an exterior inspection and concurs with the form, content and methodology used and endorses the conclusion of estimated market value contained herein.
- The analyses, opinions and conclusions reported herein are our personal and unbiased views and are limited by the Assumptions and Limiting conditions contained herein.
- All relevant factors affecting the Market Value were considered.
- We have no past, present or contemplated interest in the property appraised.
- To the best of our knowledge, the information is true and factual and has been verified where possible.
- The report has been made in conformance with the *Code of Ethics* and *Professional Practice* of the *Appraisal Institute of Canada* and further under the auspices of the *Canadian Uniform Standards of Professional Appraisal Practice*.
- The report is subject only to the Assumptions and Limiting Conditions listed in the Report and the Report identifies all the limiting conditions (whether imposed by us or by the terms of the assignment).
- We are currently certified under the continuing education programs of the Institutes and Societies of which we are members.
- Neither the employment to make the Appraisal nor the compensation is contingent on the amount of the valuation reported.

After carefully weighing and analyzing all available data, it is our considered opinion that the estimated Market Value that is the present worth of all future rights and benefits which would accrue to typical users or persons through use and ownership of the within described Subject property as of March 16, 2016 is in the order of approximately:

\$3,700,000.00
THREE MILLION SEVEN HUNDRED THOUSAND
DOLLARS

Yours truly,

CONSOLIDATED APPRAISAL SERVICES LTD.



John D. Shaw AACI, P. App.



William Ferguson MBA

Consolidated Appraisal Services Ltd.

QUALIFICATIONS OF THE APPRAISER

William Ferguson

1308-37 Ellen Street
Barrie, Ontario
L4N6G2

C: 705-717-2353

wferguson@wfcapital.com

PROFESSIONAL EXPERIENCE

Consolidated Appraisal Services Ltd.

- Appraisal Candidate

April 2011 – Present

TD CANADA TRUST

Regional Sales Manager Small Business Banking

May 2004 – April 2010

Dec. 2008 – April 2010

Manager Commercial Banking, Central Ontario

May 2004 – Dec. 2008

NATIONAL BANK OF CANADA

Senior Manager Commercial Banking

March 2000 – May 2004

Senior Manager Credit

Oct. 1995 – Feb. 2000

HONG KONG BANK OF CANADA

Branch Manager

Sept. 1991 – Sept. 1995

Senior Account Manager Commercial Banking

Sept. 1984 to Aug. 1991

NATIONAL BANK OF CANADA

Commercial Credit Officer

Sept. 1982 – Aug. 1984

NATIONAL BANK LEASING

Sept. 1978 – Aug. 1982

EDUCATION & PROFESSIONAL DEVELOPMENT

AIC Candidate

Member Appraisal Institute of Canada

MBA, Dalhousie University

Bachelor of Technology, Business Management, Ryerson University

FICB, Institute of Canadian Bankers

Investment Funds in Canada, Institute of Canadian Bankers

Exempt Markets Securities License

QUALIFICATIONS OF JOHN D SHAW, AACI, P. App

241 Minet's Point Road
Barrie, Ontario
L4N4C4

T: 705-739-1560
F: 705-739-9812
reservefund@rogers.com

MEMBER OF

Appraisal Institute of Canada - AACI, Accredited Appraiser Canadian Institute
- P. App, Professional Appraiser

Granted the use of AACI designation on November 29, 1974.

Certificate # 1335

Member of the Barrie Real Estate Board

Member of the Toronto Real Estate Board (TREB)

PROFESSIONAL POSITIONS

1999 Member – Report Grading Committee

EDUCATION

Completed course Seminars covering such topics as: Litigation, Trial Preparation, Special Use Properties under the Re-certification Program.

Presented Paper on Appraisal Techniques

Post Secondary Appraisal Institute of Canada,

Designated Member 1974

Toronto, Ontario

Secondary Northern Technical School

EMPLOYMENT

1996 – Present Consolidated Appraisal Services Ltd. – President

1990 – 1996 Simcoe County Appraisal Services Ltd.

1982 – 1990 Appraisal Group Professional Services (Canada) Ltd. - President
(Formerly Viceroy Appraisal Service Ltd.)

1982 Pacific Property Services, Vancouver - President

1981-1982 MICC Appraisals & Inspections Limited (Vancouver) – Senior Regional Appraiser

1979 -1980 MICC Appraisals & Inspections Limited (Toronto) – Chief Appraiser

1976-1979 The Mortgage Insurance Company of Canada – Regional Appraiser

1975-1976 The Royal Trust Company- Manager, Appraisal Services

1975 Ministry Of Government Services (Natural Resources & Environment) - Chief Appraiser

1972-1975 Ontario Hydro – Appraiser Negotiator

1968-1972 Ministry of the Environment – Property Agent

PROFESSIONAL EXPERIENCE

Appraised a wide variety of Residential, Commercial, Industrial and Investment real estate for mortgage purposes, acquisition, disposition, expropriation and litigation since 1968.

Interests in the real property appraised include Freehold Estates (fee simple ownership)

Leasehold Estates (leased fee interest and leasehold interest) and Easements.

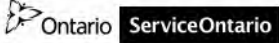
Specialize in atypical use properties such as environmentally sensitive or contaminated real estate assets, wet & dry land marinas, small & mega resorts, thoroughbred horse breeding farms, meat processing plants, greenhouse operations, broiler chicken and other government controlled supply management agrarian assets, wineries & vineyards, petroleum products retailing and petroleum products tank farm facilities, gravel pits & quarries, casinos and related Native land assets, private & government subsidized retirement/assisted care and nursing home facilities among others.

PART FOUR

Addenda

SCHEDULE A

Searches

 **ServiceOntario** LAND REGISTRY OFFICE #40 **26578-0082 (LT)** PAGE 1 OF 2 PREPARED FOR lajackkpa ON 2016/04/12 AT 12:57:45 

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CHOWN GRANT *

PROPERTY DESCRIPTION: PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWNSHIP OF WHITBY

PROPERTY REMARKS:

ESTATE/QUALIFIER: FREE SINGLE **RE-ENTRY:** RE-ENTRY FROM 26578-0171 **FIN CREATION DATE:** 2000/04/07

LT CONVERSION QUALIFIED

OWNER'S NAME: BODINEADE, AIMEE LYNN **CAPACITY:** SHARE **FORM:** NONE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CREX
EFFECTIVE 2000/07/19 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1998/03/09 ON THIS FIN **WAS REPLACED WITH THE "FIN CREATION DATE" OF 2000/04/07** ** PRINTOUT INCLUDES ALL DOCUMENT TYPES (RELATED INSTRUMENTS NOT INCLUDED) ** **SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, IS: ** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN. ** THE RIGHTS OF ANY PERSON WHO SHOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION. ** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES. **DATE OF CONVERSION TO LAND TITLES: 2000/04/10 **						
DR431857	2005/09/28	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
REMARKS: AIRPORT ZONING REGULATIONS						
DR649965	2007/09/28	TRANSFER	5638,000	CHIN-A-LOI, CAROL JOSEPHINE CHIN-A-LOI, JAMES CECIL	BODINEADE, AIMEE LYNN	C
REMARKS: PLANNING ACT STATEMENTS						
DR1334796	2015/01/23	CHARGE	51,000,000	BODINEADE, AIMEE LYNN	CANADIAN IMPERIAL BANK OF COMMERCE	C
DR1436575	2015/12/31	CONSTRUCTION LIEN	974,615	REED, SCOTT		C
DR1437193	2016/01/05	CONSTRUCTION LIEN	974,616	REED, SCOTT		C
DR1446246	2016/02/04	APL (GENERAL)		BODINEADE, GARY		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

NOTE: RESULTS WERE GENERATED VIA WWW.GEONAREHOUSE.CA

 **ServiceOntario** LAND REGISTRY OFFICE #40 **26578-0082 (LT)** PAGE 2 OF 2 PREPARED FOR lajackkpa ON 2016/04/12 AT 12:57:45 

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CHOWN GRANT *

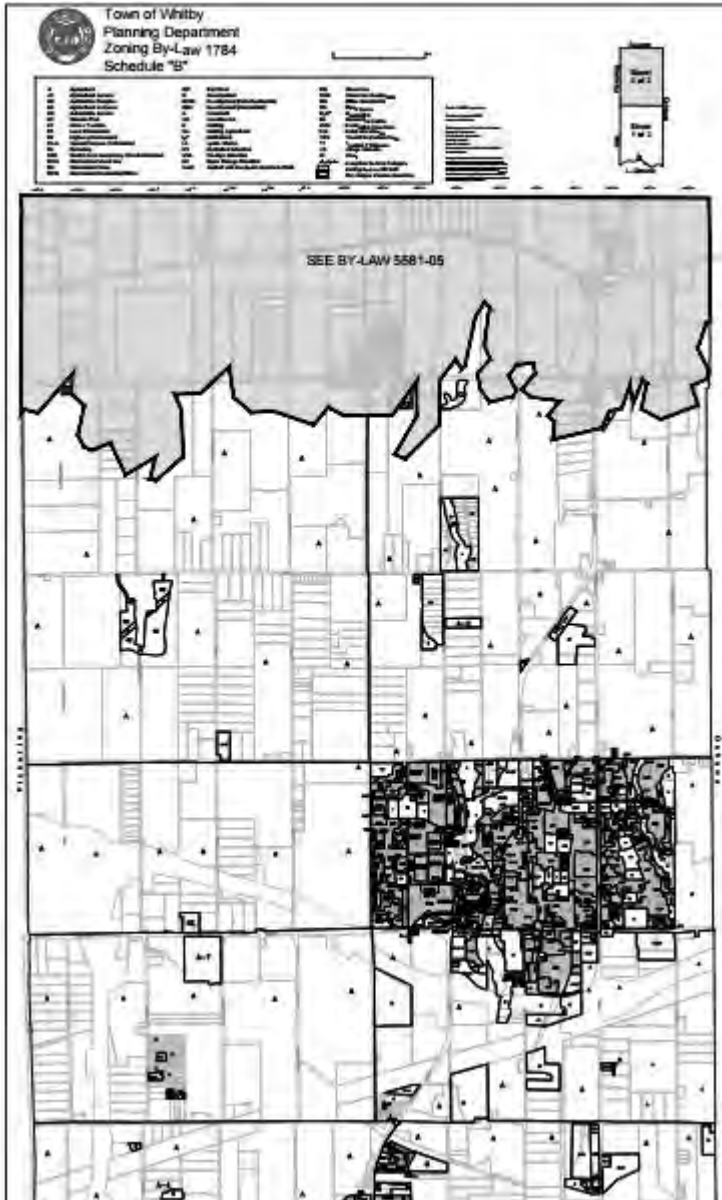
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CREX
REMARKS: DESIGNATION OF A NATURAL HERITAGE						
DR1449635	2016/02/18	CERTIFICATE		REED, SCOTT		C
REMARKS: CONSTRUCTION LIEN DR1437193						

SCHEDULE B

Site



SCHEDULE C



SCHEDULE D**ZONING BY-LAW**

Comprehensive Zoning By-law 1784 came into effect on August 2015.

Designation

Agricultural (A) Zone

11By-Law 1784

Section 11 – 1

SECTION 11
(3454-94)**AGRICULTURAL (A) ZONE**

No person shall use any land or erect or alter or use any building or structure in any Agricultural (A) Zone except in accordance with the following uses and zone provisions:

(a) USES PERMITTED**(i) RESIDENTIAL USES**

- one single detached dwelling provided that such dwelling is owned by a person actively engaged in a full time farm operation on the lot in which such dwelling is to be erected and used;
- one additional single detached farm dwelling provided that such dwelling is used by persons employed on the farm lot on a full time basis who are either full time employees of the farm or members of the farmer's immediate family;
- one single detached dwelling unrelated to farming provided the dwelling is contained on a lot held under distinct and separate ownership from abutting lands as a lot of record as shown by a registered conveyance in the records of the Registry Office or the Land Titles Office as of March 14, 1994, and such single detached dwelling shall only be permitted on a lot of record subject to the lot having a minimum area of 2,785 m², being on private services, having a minimum frontage of 45 m and subject to compliance with the zone provisions set out in Schedule "A" of this By-law and provided further that such lot was on March 14, 1994, vacant of all buildings except where such buildings were accessory buildings or structures considered appropriate and incidental to the use of the lot for a single detached dwelling use.

(ii) FARMING / NON-RESIDENTIAL USES

- farm which shall include but not be limited to farm buildings, field crops, allotment gardens, market gardening, apiaries, nurseries, orchards and greenhouse structures associated with the farm, provided that no new barn, stable, shelter, pen, cage or other building or structure used to house animals or domestic fowl, and no new feed lot or manure storage area associated with the farm, as herein defined, shall be located or erected, after March 14, 1994 closer to a single detached dwelling unit or dwelling house than that distance provided in the Agriculture Code of Practice, as revised or amended from time to time, except for a single detached dwelling unit or dwelling house occupied by a farmer or persons employed at the livestock facility on a full time basis;
- farm produce retail sales outlet operated on a seasonal basis provided that the majority of such produce offered or kept for sale is the produce of the farm on which such retail sales outlet is located, such retail use is accessory to the producing farm and any independent structures or buildings for the farm produce sales outlet do not exceed 45 m²;
- conservation area within the jurisdiction of the Central Lake Ontario Conservation Authority;
- forestry (excluding a lumber planing and saw mill), reforestation;
- public use in accordance with the provisions of Section 4(a) of this By-law;
- any golf course which existed on a lot as of March 14, 1994 and as delineated on Schedule "A-1" attached to and forming part of By-law # 3454-94.

(iii) HOME OCCUPATION
Repealed by By-law 6776-13**(b) ZONE PROVISIONS**

No person shall within any Agricultural (A) Zone erect or use any building or structure except in accordance with the provisions set out in Schedule "A" attached hereto.

Z2By-Law 1784

Section 11 – 2

(c) **SIDE YARDS**

Notwithstanding Schedule "A" in respect to a minimum interior side yard for residential uses (other than for persons employed on the same lot), the minimum interior side yard shall not be less than 4.5 m.

(d) **PROXIMITY TO LIVESTOCK FACILITIES**

No single detached dwelling shall be permitted to locate closer to a livestock facility, as defined herein, except for a single detached dwelling located on the same lot as the livestock facility unless such dwelling is located at a distance in conformity with the Agricultural Code of Practice, as revised or amended from time to time.

(e) **DRILLED WELLS**

All single detached dwellings shall be served by a drilled well.

(f) **OPEN STORAGE**

Open storage of goods or materials shall be permitted if accessory to the principal or main use on the lot subject to the open storage being located to the rear of the lot or to the rear of the main buildings or structures located on the lot.

(g) **SEWAGE DISPOSAL SYSTEMS**

No private sewage disposal system shall be permitted within the flood lands or lands within the regional flood of any river, stream or watercourse.

(h) **EXCEPTIONS****EXCEPTION 1: A-1
360 COLUMBUS ROAD EAST**(6254-09)
(6663-12)

- (1) Notwithstanding the uses permitted in subsection 11(a), the temporary use of the existing two storey single detached dwelling for a Diabetes Educational Centre shall be granted on the lands municipally known as 360 Columbus Road East.
- (2) The temporary use of a Diabetes Educational Centre shall cease to be in effect as of November 2, 2015.

**EXCEPTION 2: A-2
7725 CEDARBROOK TRAIL**(6313-10)
(6712-13)

- (1) Notwithstanding the use permitted in subsection 11(a)(i), the temporary use of two single detached dwellings on a single lot shall be granted on the lands municipally known as 7725 Cedarbrook Trail.
- (2) The temporary use of two single detached dwellings on a single lot shall cease to be in effect as of March 29, 2016.

**EXCEPTION 3: A-3
3825 CORONATION ROAD**(6327-10)
(6722-13)

- (1) Notwithstanding the uses permitted in subsection 11(a)(ii), the temporary use of a residential sales office shall be granted on the lands municipally known as 3825 Coronation Road.
- (2) The temporary use of a residential sales office shall cease to be in effect as of April 19, 2016.

**EXCEPTION 4: A-4
4655 CORONATION ROAD
Temporary Use Expired**

(6399-10)

33By-Law 1784

Section 11 – 3

(5448-11)

EXCEPTION 5: A-5
29 SHEPHERD ROAD
Temporary Use Expired

(5561-11)

EXCEPTION 6: A-6
PART OF LOT 30, CONCESSION 7
870 COLUMBUS ROAD WEST

- (1) Notwithstanding the uses permitted in subsection 11 (a) (i), the temporary use of a garden suite not exceeding 93 square metres shall be permitted on the Subject Land municipally known as 870 Columbus Road West but only on the lands shown dotted on Schedule "A-1" to this By-law and municipally known as 7045 Country Lane.
- (2) The zone requirements set out on Schedule 'A' to By-law # 1784 for the Agricultural (Residential other than Farming) Zone and the General Provisions of Section 4 of By-law # 1784 shall apply to the temporary use of a garden suite as provided for in provision (1) above.
- (3) The authorization of the temporary use of a garden suite shall cease to be in effect as of December 12, 2021.

(5228-03)
(5754-06)
(5103-09)
(5592-12)

EXCEPTION 7: A-7
745 WINCHESTER ROAD WEST

Repealed and Replaced by By-law 6963-15

1. Notwithstanding the uses permitted in subsection 11(a)(i), the temporary use of a golf driving range, beach volleyball courts and ancillary uses shall be granted on the lands municipally known as 745 Winchester Road West.
2. The temporary use of a golf driving range, beach volleyball courts and ancillary uses shall cease to be in effect as of March 24, 2018.

(5618-12)

EXCEPTION 8: A-8
5295 THICKSON ROAD NORTH

1. Notwithstanding the uses permitted in subsection 11(a)(i), the temporary use of a funeral home shall be granted on the lands municipally known as 5295 Thickson Road North.
2. The temporary use of a funeral home shall cease to be in effect as of July 10, 2015.

SCHEDULE E**Official Plan**

TOWN OF WHITBY OFFICIAL PLAN

55

4.10 Agriculture**4.10.1 Goals**

- 4.10.1.1 To maintain the agricultural area of the Municipality consistent with the preservation of its natural amenities, its agricultural function and existing rural settlement pattern.

4.10.2 Objectives

- 4.10.2.1 To preserve high capability agricultural lands for farming and related uses on a long-term basis.
- 4.10.2.2 To promote conditions which encourage the efficient operation of agricultural uses within the Municipality.
- 4.10.2.3 To control development of non-farm uses in the rural area.

4.10.3 Policies

- 4.10.3.1 Areas designated as Agriculture on Schedule "A" shall be predominantly used for agricultural activities and farm related uses, including the use of land, buildings or structures for food production, animal husbandry, nurseries, floral and greenhouse products, market gardening, secondary agricultural uses, and agricultural related uses that are ancillary to agricultural production, the primary function of which is to serve the needs of the local rural population. Retail stands for the sale of agricultural products originating from the farm unit upon which the stand is to be situated shall be permitted in accordance with the Zoning By-law.
- 4.10.3.2 Notwithstanding Section 4.10.3.1, kennels and fur farms may be permitted on existing lots of record provided that such uses are zoned in the Zoning By-law as an exception, do not create nuisance for surrounding uses and have no adverse impacts on surrounding farm operations.
- 4.10.3.3 Fish, wildlife and forest management uses as well as conservation projects and erosion control projects may be permitted in addition to the uses identified in Section 4.10.3.1 within the Oak Ridges Moraine Secondary Plan Area.

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- 4.10.3.4 A bonafide farmer may be permitted to establish an accessory dwelling on the existing farm to accommodate persons employed full time in the farm operation in accordance with the Zoning By-law. The severance of such accessory dwelling shall not be permitted.
- 4.10.3.5 Severances in designated Agricultural areas shall not be permitted for purely non farm residential purposes outside of recognized rural settlement areas on Schedule "A".
- 4.10.3.6 Farm related severances for the purposes of property consolidations, lot line adjustments, the disposing of farmhouses made surplus through abutting farm consolidations, and farmer retirement lots shall be permitted in accordance with the provisions contained in Section 12 of the Durham Regional Official Plan.
- 4.10.3.7 No new residential development will be permitted in close proximity to livestock operations and shall comply with the minimum distance separation requirements of the Agricultural Minimum Distance Separation Formulae. Conversely, no new large scale animal or poultry establishments, or extensions thereto to create large scale animal or poultry establishments, will be permitted in close proximity to residential uses, and shall comply with the Agricultural Minimum Distance Separation Formulae.
- 4.10.3.8 Golf courses may only be permitted subject to an application to amend this Plan and in accordance with the provisions set out in Section 12 of the Durham Regional Official Plan. Notwithstanding this policy, no new golf courses shall be permitted within the Oak Ridges Moraine Secondary Plan Area.
- 4.10.3.9 Lands designated as Agriculture are to be kept free from urban encroachment. The creation of parcels of land will maintain a size that will be useful for agricultural purposes in the long term.
- 4.10.3.10 Lands designated for future urban purposes and vacant lots of record shall be encouraged to be used for agricultural purposes until such time as development occurs.
- 4.10.3.11 No new commercial facilities will be permitted in rural areas outside of the hamlets unless by amendment to this Plan. Any existing or proposed commercial facilities will be encouraged to locate in hamlets, and to consolidate in nodes with common entrances and exits.
- 4.10.4 Special Provisions**
- 4.10.4.1 Notwithstanding other policies of this Section 4.10 and Section 4.11, a single detached dwelling may be permitted on an existing lot of record subject to the provisions of the Zoning By-law and the lot having frontage on an open public road allowance fully maintained on a year round basis.
-

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- 4.10.4.2 Notwithstanding any other provisions in this Plan to the contrary, non farm residential dwellings are permitted subject to zoning in the following areas:
- a) one additional lot on the property identified in the Assessment Roll Book as No. 18-09-010-043-29000 more generally described as part of the north half of Lot 24, Concession 8;
 - b) in the rural cluster located at the intersection of Brawley Road East and Old Thickson Road just east of Highway 7/12 in parts of Lot 20 and 21, Concession 7; and
 - c) one single detached dwelling on 5.95 hectares of land, being part of the north half of Lot 18, Concession 8, as identified in the 1991 Assessment Roll Book as No. 18-09-010-042-12905.
- 4.11 Rural Settlements**
- 4.11.1 Goals**
- 4.11.1.1 To maintain the existing rural settlement pattern of the Municipality in order to preserve the agricultural and natural amenity areas.
- 4.11.2 Objectives**
- 4.11.2.1 To preserve the special rural residential character of the hamlets and existing settlements.
- 4.11.2.2 To encourage hamlets to develop in a manner which provides a variety of housing sizes, and commercial and community uses to serve the rural population.
- 4.11.2.3 To restrict development of non farm residential uses outside of hamlets in the rural areas to ensure the predominance of hamlets as the preferred location of rural residential development.
- 4.11.3 Policies**
- 4.11.3.1 Hamlets**
- 4.11.3.1.1 Major development shall not be allowed in the designated hamlets of Ashburn, Macedonian Village, Almond Village, Myrtle and Myrtle Station until a Hamlet Secondary Plan has been prepared in accordance with the conclusions and recommendations of a Settlement Capacity Study, the requirements of which are outlined in Section 13 of the Durham Regional Official Plan. The Secondary Plan shall delineate the development boundary, the scale of development, detailed land use and the future form and function of these communities.
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- 4.11.3.1.2 Permitted uses within hamlets shall include a variety of housing types, community services and limited commercial and employment uses that meet the need of the residents of the hamlet and surrounding rural area. Prior to the preparation of a Secondary Plan, Council may recognize existing commercial uses through the inclusion of appropriate provisions in the Zoning By-law.
- 4.11.3.1.3 In the preparation of Secondary Plans, consideration shall be given to a development pattern that is phased, exhibits a compact form, occurs in depth rather than in strips, utilizes a grid pattern of local roads, complements the existing residential character of the hamlet, identifies directions of growth that will minimize the impacts on agricultural lands and the natural environment, and will comply with the Agricultural Minimum Distance Separation Formulae.
- 4.11.3.1.4 Prior to the preparation of a Secondary Plan, infilling between two existing dwellings and/or minor rounding out of existing development to the boundaries of the hamlet defined on Schedule "A" may be permitted by means of a land severance application. Such development will demonstrate: the availability of an adequate supply of potable water and soil conditions satisfactory for the effective operation of a drilled well and private waste disposal system for each proposal lot; and, no adverse impacts on the supply of water or the soil and ground water conditions of adjacent properties.
- 4.11.3.1.5 Major hamlet development shall occur by application for a draft plan of subdivision subject to the policy requirements contained in Section 13 of the Durham Regional Official Plan.
- 4.11.3.1.6 In addition to the Rural Settlement policies contained in Section 4.11 of the Official Plan, in the Hamlets of Ashburn, Myrtle and Myrtle Station, the Oak Ridges Moraine Secondary Plan shall apply. Where there is a conflict between the policies of Section 4.11 of the Official Plan and the policies of the Oak Ridges Moraine Secondary Plan, the policies of the Oak Ridges Moraine Secondary Plan shall prevail.
- 4.11.3.1.7 In the hamlets of Ashburn, Myrtle and Myrtle Station only residential infilling is permitted within the hamlet boundaries either by severance or by plan of subdivision. The hamlet boundaries of Ashburn, Myrtle and Myrtle Station cannot be expanded unless the hamlet boundaries established by the Oak Ridges Moraine Conservation Plan are modified by the Province of Ontario.

SCHEDULE F

Interior Pictures House



Entrance



Kitchen



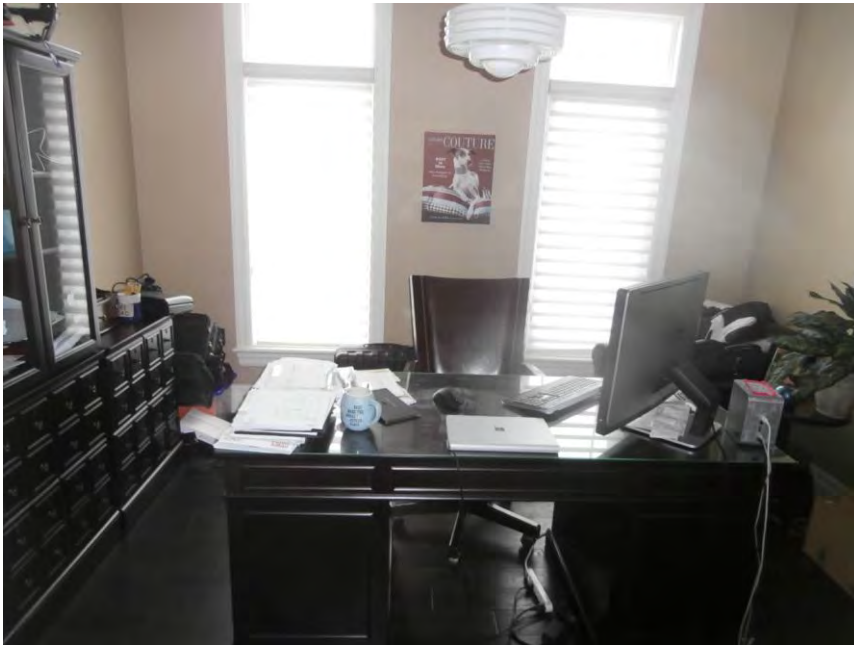
Kitchen



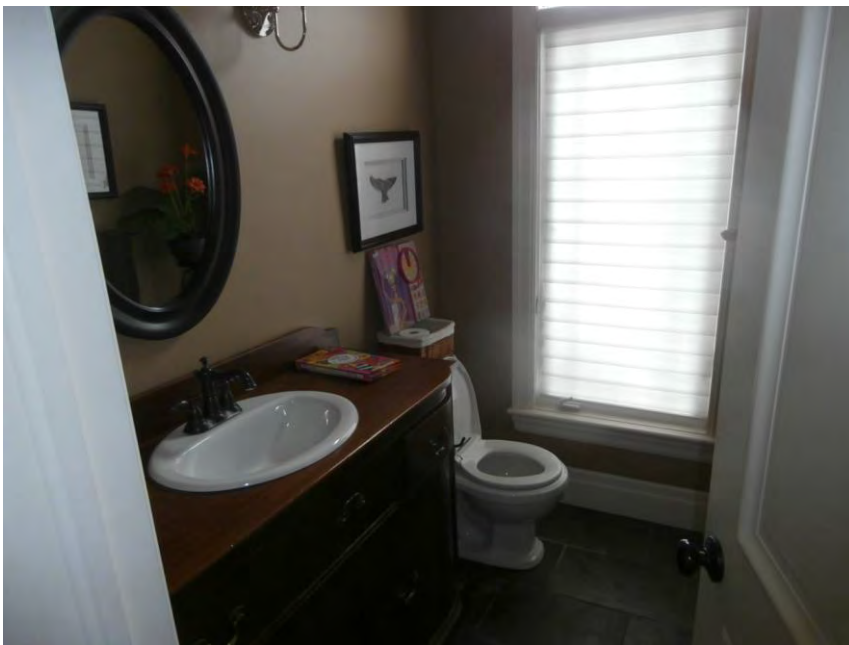
Dining Room



Living Room



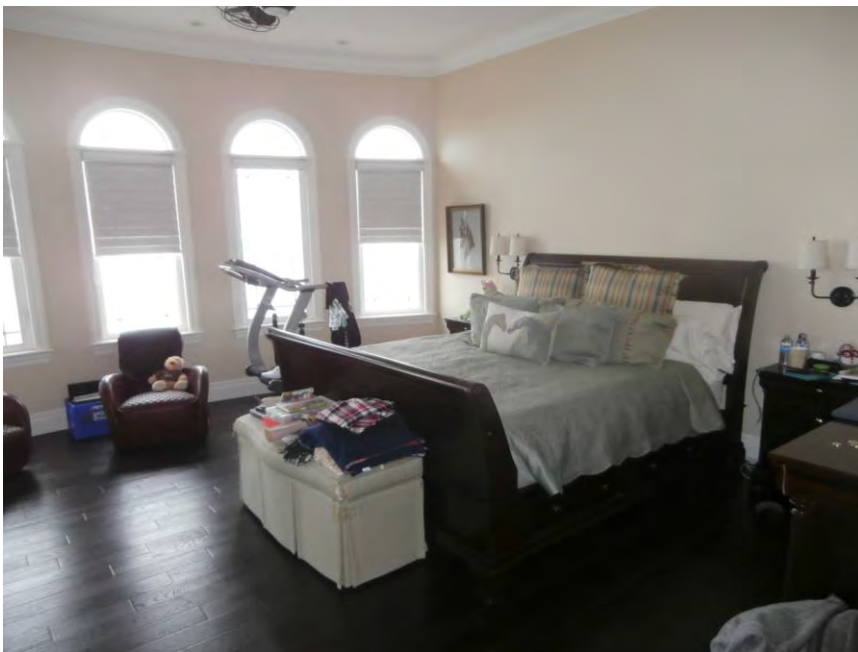
Office



Washroom



Stairs to second floor



Master bedroom



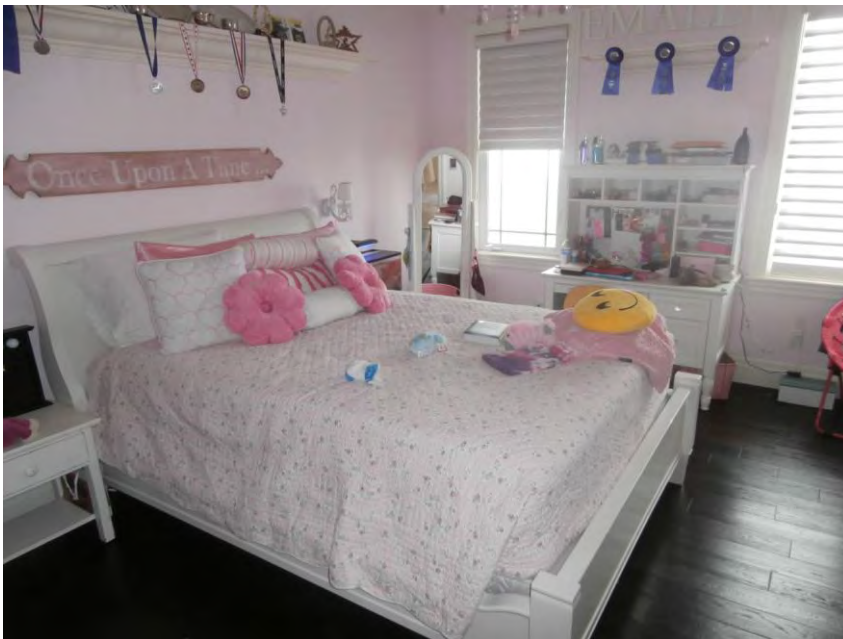
En Suite



Bedroom



Bathroom



Bedroom



Basement Dance Studio and Water damaged floor



Basement Gym and Water damaged floor



Basement Bathroom



Basement Water damaged walls



Water treatment System and Electrical 240 Volt 400 Amp System



(2) Electric Forced Air Ground Source Furnaces



(2) Electric 80 Gallon Hot Water Tanks



44' Inground Pool and Pool House

SUV Building



Garage Area



18' roll up door



(2) Wall mounted HVAC units



120/240 Volt 200 Amp Service

Hay/Equipment Barn





Storage



120/240 Volt 200 Amp Service

Equestrian Barn



Front



Rear



Side



12' x 12' Stalls



Wash Area



12' x 12' Stalls



Wall Mounted HVAC



120/240 Volt 200Amp Service



Office and Viewing Area



Second Floor Viewing Area



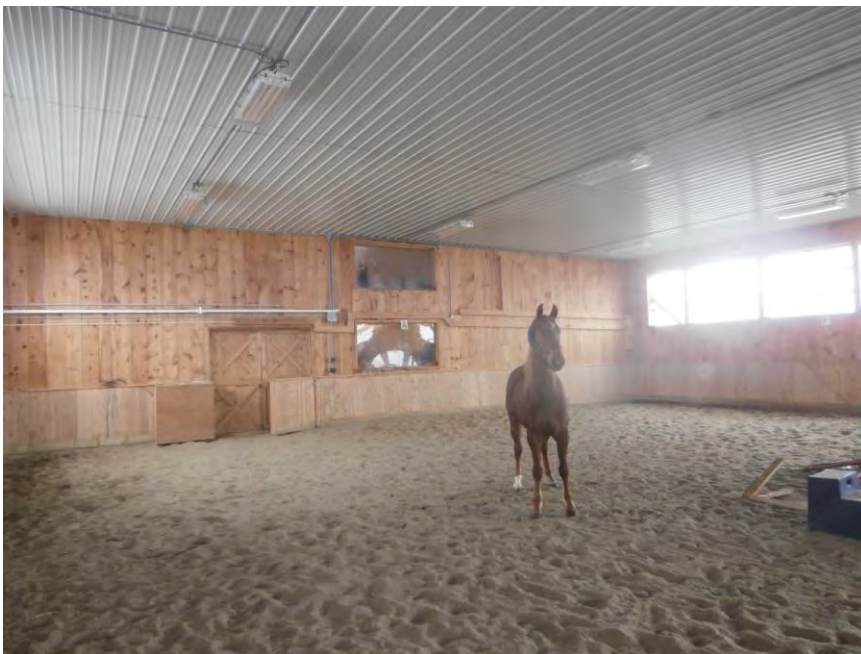
Washroom with Composting Toilet



Hay Loft



Arena



Arena



10' x 10' Stalls

Miscellaneous



Front Gates



Outdoor Riding Ring



Paddock



Paddock



Paddock

SCHEDULE G

4/14/2016

Residential Estimator

Short Report

Estimate ID: 7472 Ashburn
 Property Owner:
 Address:
 City:
 State/Province:
 ZIP/Postal Code: L1M1L4
 Surveyed By:
 Survey Date:
 Appraisal For:

Cost As Of: 04/2016

Single-family Residence

Cost Data

Description	Units	Unit Cost	Total
Base Cost	5,680	\$129.21	\$733,913
Basic Structure Total Cost	5,680	\$197.61	\$1,122,444
Subtotal Basement			\$115,637
Subtotal Garage			\$60,825
Replacement Cost New	5,680	\$228.68	\$1,298,906
Physical + Functional Depreciation 3.0%			\$38,967
Total Depreciated Cost			\$1,259,939
Subtotal Miscellaneous			\$1,670,100
Subtotal Yard Improvements			\$95,079
Non Building			\$1,765,179
Non Building Depreciated Cost			\$1,678,539
Total			\$2,938,478

Cost data by Marshall & Swift, L.P.

Except for items and costs listed under "Addition Details," this SwiftEstimator report has been produced utilizing current cost data and is in compliance with the Marshall & Swift Licensed User Certificate. This report authenticates the user as a current Marshall & Swift user.


<https://www.swiftestimator.com/main/REXDefault.asp>

1/1

SCHEDULE H

DEFINITIONS

AACI: Accredited Appraiser Canadian Institute designation.

A.I.C. : Appraisal Institute of Canada.

ACCEPTED APPRAISAL STANDARDS: This is a level of professional practice qualifications that affect current appraisal teachings, experience and work performance that reasonable appraisers would believe to be justified.

ACCRUED DEPRECIATION: The difference between an improvement's cost new and its value as of any given date.

AD VALOREM FEE: A fee levied in proportion to the value of the property being appraised.

APPRAISAL: A formal opinion of value:

1. prepared as a result of a retainer;
2. intended for reliance by identified parties, and;
3. for which the appraiser assumes responsibility

Comment: An expression of value is not an appraisal if it is not the result of a Retainer, if it is not intended to be relied upon, and if it is one for which the appraiser would not be expected to accept responsibility.

APPRAISAL PRACTICE: The work or services performed by appraisers, defined by three items in these standards (Canadian Uniform Standards of Professional Appraisal Practice 01/01/02): appraisal, review and consulting.

APPRAISAL REPORT: Types include:

- Full Narrative – comprehensive and detailed; prepared without invoking an Extraordinary Limiting Condition.
- Narrative – a detailed report where an Extraordinary Limiting Condition has been invoked.
- Short Narrative – concise and briefly descriptive.
- Form – a standardized format combining check-off boxes and narrative comments.

APPRAISAL REVIEW: The act or process of developing and communicating an opinion about the quality of another appraiser's work.

Comment: The subject of an appraisal review assignment may be all or part of an appraisal report, the work file, or a combination of these.

ASSEMBLAGE: The merging of adjacent properties into one common ownership or use.

ASSIGNMENT: An appraisal, consulting or review service provided as a consequence of an agreement between an appraiser and client.

ASSUMPTION: That which is taken to be true.

BIAS: A preference or inclination used in the development or communication of an appraisal, review, or consulting assignment that precludes an appraiser's impartiality.

CRA: Canadian Residential Appraiser designation.

CLIENT: The party or parties who engages an appraiser (by employment or contract) in a specific assignment.

Comment: The client identified by the appraiser in an appraisal, consulting, or review report (or in the assignment work file) is the party or parties with whom the appraiser has an appraiser-client relationship in the related assignment, and may be an individual, group or entity.

COMPETENCE: Having the required or adequate ability or qualities to perform the specific assignment.

CONFIDENTIAL INFORMATION: Information, not otherwise publicly available, provided in the trust that the recipient will not disclose it to another.

CONSULTING: The act or process of providing information, analysis of real estate data, and recommendations or conclusions on diversified problems in real estate, other than an appraisal.

CONTINGENT FEE: Compensation that is dependent on the result.

COUNCIL: the National Governing Council of the Institute.

DEPRECIATION: A loss in property value from any cause.

EFFECTIVE DATE: The date on which the analyses, opinions and advice in an appraisal, review or consulting service apply.

EXTRAORDINARY ASSUMPTION: An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

EXTRAORDINARY LIMITING CONDITION: A necessary modification or exclusion of a Standard Rule. May diminish the reliability of the report.

FEASIBILITY ANALYSIS: A study of the cost-benefit relationship of an economic endeavour.

HAZARDOUS SUBSTANCE: Any material, within, around or near the property in question that has sufficient form, quantity and bio-availability to create a negative impact on the value.

HIGHEST AND BEST USE: The reasonable probable and legal use of the property, that is physically possible, appropriately supported, and financially feasible, and that results in the highest value.

HYPOTHETICAL CONDITION: That which is contrary to what exists, but is supposed for the purpose of the analysis.

INSTITUTE: The Appraisal Institute of Canada and its authorized Committees.

INTANGIBLE PROPERTY (INTANGIBLE ASSETS): Non physical assets, including but not limited to franchises, trademarks, patents, copyrights, goodwill, equities, mineral rights, securities, and contracts, as distinguished from physical assets such as facilities and equipment.

INTENDED USE: The use or uses of an appraiser's reported appraisal, consulting, or review assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment.

INTENDED USER: The client and any other party as identified, by name or type, as users of the appraisal, consulting, or review report, by the appraiser based on communication with the client at the time of the assignment.

INVESTMENT ANALYSIS: A study that reflects the relationship between acquisition price and anticipated future benefits of a real estate investment.

JURISDICTIONAL EXCEPTION: Permits the appraiser to disregard a part or parts of these Standards (Canadian Uniform Standards of Professional Appraisal Practice 01/01/02) that are determined to be contrary to law or public policy in a given jurisdiction and only that part shall be void and of no force or effect in that jurisdiction.

LARGER PARCEL: The subject property when considered together with contiguous or nearby property, the value of which is impacted by common ownership.

LEASE: A legal agreement which grants to another the right to use, occupy, or control all or part of a property for a stated period of time at a stated rental.

LIMITING CONDITION: A statement in the appraisal identifying conditions that impact the value conclusion.

M.I.T. CHARGES: Stands for Maintenance Insurance and Real Property taxes and are generally referred to in the context and description of commercial lease agreements.

P. App. : Professional Appraiser designation.

PERSONAL PROPERTY: Identifiable portable and tangible objects which are considered by the general public as being “personal” e.g. furnishings, artwork, antiques, gems and jewellery, collectibles, machinery and equipment; all property that is not classified as real estate.

PROFESSIONAL PRACTICE PEER GROUP: Committees authorized under the by-laws of the Institute to administer Canadian Uniform Standards.

REAL ESTATE: Land, buildings, and other affixed improvements, as a tangible entity.

REAL PROPERTY: The interests, benefits, and rights inherent in the ownership of real estate.

Comment: In some jurisdictions, the terms real estate and real property have the same legal meaning. The separate definitions recognize the traditional distinction between the two concepts in appraisal theory.

REASONABLE APPRAISER: One who maintains a level of performance that would be acceptable to the professional peer practice group.

RECERTIFICATION OF VALUE: An inspection performed to confirm whether or not the hypothetical conditions in the appraisal have been met.

REPORT: Any communications, written or oral, of an appraisal, review, or consulting service that is transmitted to the client upon completion of an assignment.

Comment: Most reports are written and most clients mandate written reports. Oral report requirements are included to cover court testimony and other oral communications of an appraisal, review or consulting service.

RETAINER: Engagement by a client of an appraiser to produce a formal report for an intended use.

SCOPE OF WORK: The amount and type of information researched and the analysis applied in an assignment. Scope of work includes, but is not limited to the following;

- the degree to which the property is inspected or identified;
- the extent of research into physical or economic factors that could affect the property;
- the extent of data research; and
- the type and extent of analysis applied to arrive at opinions or conclusions.

SIGNATURE: Personalized evidence indicating authentication of the work performed by the appraiser and the acceptance of the responsibility for the content, analyses, and the conclusions in the report.

VALUE: The monetary relationship between properties and those who buy, sell, or use those properties.

Comment: Value expresses and economic concept. As such, it is never a fact, but always an opinion of the worth of a property at a given time, in accordance with a specific definition of value. In appraisal practice, value must always be qualified, e.g. market value, liquidation value, investment value, rental value.

WORKFILE: Documentation necessary to support an appraiser's analyses, opinions and conclusions.



Google Earth

feet 300
meters 100





Google Earth

feet
meters



PROPERTY DESCRIPTION: PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 26578-0171

PIN CREATION DATE:
2000/04/07

OWNERS' NAMES
BODIMEADE, AIMEE LYNN

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1998/03/09 ON THIS PIN **WAS REPLACED WITH THE "PIN CREATION DATE" OF 2000/04/07** ** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2000/04/07 ** **SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO: ** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * ** AND ESCHEATS OR FORFEITURE TO THE CROWN. ** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF ** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY ** CONVENTION. ** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES. **DATE OF CONVERSION TO LAND TITLES: 2000/04/10 **						
D144416	1982/09/21	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	CHIN-A-LOY, JAMES CECIL CHIN-A-LOY, CAROL JOSEPHINE	
D532816	1999/04/14	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CHIN-A-LOY, JAMES CECIL CHIN-A-LOY, CAROL JOSEPHINE	CANADIAN IMPERIAL BANK OF COMMERCE	
D533048	1999/04/20	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CHIN-A-LOY, JAMES CECIL CHIN-A-LOY, CAROL JOSEPHINE	CIBC MORTGAGES INC.	
DR431857	2005/09/28	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD	
REMARKS: AIRPORT ZONING REGULATIONS							
DR649965	2007/09/28	TRANSFER	\$638,000	CHIN-A-LOY, CAROL JOSEPHINE CHIN-A-LOY, JAMES CECIL	BODIMEADE, AIMEE LYNN	C	
REMARKS: PLANNING ACT STATEMENTS							
DR649966	2007/09/28	CHARGE		*** COMPLETELY DELETED *** BODIMEADE, AIMEE LYNN	THE BANK OF NOVA SCOTIA		
DR656812	2007/10/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.			
REMARKS: RE: D533048							
DR664503	2007/11/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE			
REMARKS: RE: D532816							
DR721456	2008/06/20	CHARGE		*** COMPLETELY DELETED *** BODIMEADE, AIMEE LYNN	THE BANK OF NOVA SCOTIA		
DR721457	2008/06/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA			
REMARKS: RE: DR649966							
DR836940	2009/09/03	CHARGE		*** COMPLETELY DELETED *** BODIMEADE, AIMEE LYNN	PINFOLD, CRAIG		
DR1117711	2012/08/28	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** S & F EXCAVATING LIMITED			
DR1129513	2012/10/10	CERTIFICATE		*** COMPLETELY DELETED *** S & F EXCAVATING LIMITED			
REMARKS: DR1117711							
DR1148621	2012/12/24	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** S & F EXCAVATING LIMITED			
REMARKS: DR1117711.							
DR1210938	2013/09/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** PINFOLD, CRAIG			
REMARKS: DR836940.							

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
DR1334796	2015/01/23	CHARGE	\$1,000,000	BODIMEADE, AIMEE LYNN	CANADIAN IMPERIAL BANK OF COMMERCE	C
DR1338907	2015/02/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
		REMARKS: DR721456.				
DR1436575	2015/12/31	CONSTRUCTION LIEN	\$74,615	REED, SCOTT		C
DR1437193	2016/01/05	CONSTRUCTION LIEN	\$74,616	REED, SCOTT		C
DR1446246	2016/02/04	APL (GENERAL)		BODIMEADE, GARY		C
		REMARKS: DESIGNATION OF A MATRIMONIAL HOME				
DR1449635	2016/02/18	CERTIFICATE		REED, SCOTT		C
		REMARKS: CONSTRUCTION LIEN DR1437193				
DR1478658	2016/06/01	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	GRANT THORNTON LIMITED	C
DR1489206	2016/06/30	CERTIFICATE		DEAN SALEM AND NORRIS TECHNOLOGIES LLC		C
		REMARKS: PENDING LITIGATION				
DR1504505	2016/08/12	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	SALEM, DEAN NORRIS TECHNOLOGIES LLC	C

LRO # 40 Charge/Mortgage

Registered as DR1334796 on 2015 01 23 at 11:21

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

yyyy mm dd Page 1 of 3

Properties

PIN 26576 - 0082 LT Interest/Estate Fee Simple
 Description PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS
 IN D144416; TOWN OF WHITBY
 Address 7472 ASHBURN ROAD
 WHITBY

Chargor(s)

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

Name BODIMEADE, AIMEE LYNN
 Address for Service 7472 Ashburn Road
 WHITBY, ON, L1M 1L4

I am at least 18 years of age.

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

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

Chargee(s)*Capacity**Share*

Name CANADIAN IMPERIAL BANK OF COMMERCE
 Address for Service P.O. Box 115
 Commerce Court Postal Station
 Toronto, ON, M5L 1E5
 Lender Reference Number: 003230607

Provisions

Principal \$1,000,000.00 Currency CDN
 Calculation Period See schedule
 Balance Due Date 2020/01/13
 Interest Rate See schedule
 Payments \$1,927.09
 Interest Adjustment Date 2015 01 19
 Payment Date BI-Weekly
 First Payment Date 2015 02 02
 Last Payment Date 2020 01 13
 Standard Charge Terms 201322
 Insurance Amount See standard charge terms
 Guarantor BODIMEADE, GARY

Additional Provisions

See Schedules

Signed By

Editha Lomboy 55 Superior Boulevard acting for Chargor Signed 2015 01 23
 Mississauga (s)
 L5T 2X9
 Tel 877-828-8046
 Fax 800-316-6884

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

Submitted By

FNF CANADA COMPANY 55 Superior Boulevard 2015 01 23
 Mississauga
 L5T 2X9

LRO # 40 Charge/Mortgage

Registered as DR1334798 on 2015 01 23 at 11:21

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

yyyy mm dd Page 2 of 3

Submitted By

Tel 877-828-8046

Fax 800-316-6884

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Charger Client File Number : CM-3045713 BODIMEADE

Charges Client File Number : CM-3045713 BODIMEADE

Jeff Hallett

FORM 8
CLAIM FOR LIEN UNDER SECTION 34 OF THE ACT

Construction Lien Act

Name of lien claimant: REED, Scott (sub-proprietor of Reed & Sons Farms)
Address for service: 1620 Hayes Lane, Canby, Ontario, L4A 1C0
Name of owner: Bedimeade, Aimee Lynn
Address: 7472 Ashburn Road, Whitby, Ontario, L1M 2E8
Name of person to whom lien claimant supplied services or materials: G. Reed
Bedimeade, Gary W. and Bedimeade, Aimee Lynn
Address: 7472 Ashburn Road, Whitby, Ontario, L1M 2E8
Time within which services or materials were supplied:
from Aug. 17, 2015 to Nov 22, 2015
(date supply commenced) (date of most recent supply)

Short description of services or materials that have been supplied:
16'x60' addition to existing horse barn; site prep, framing, framing + interior + exterior finish
Contract price or subcontract price: \$95,734.55
Amount claimed as owing in respect of services or materials that have been supplied: \$74,615.73

(Use A where the lien attaches to the premises; use B where the lien does not attach to the premises).

(A) The lien claimant (if claimant is personal representative or assignee this must be stated) claims a lien against the interest of every person identified above as an owner of the premises described in Schedule A to this claim for lien.

B. The lien claimant (if claimant is personal representative or assignee this must be stated) claims a charge against the holdbacks required to be retained under the Act and any additional amount owed by a payer to the contractor or to any subcontractor whose contract or subcontract was in whole or in part performed by the services or materials that have been supplied by the lien claimant in relation to the premises at:

7472 Ashburn Road, Whitby, Ontario
(address or other identification of the location of the premises)
Date: Dec 31, 2015
Scott Reed
(signature of claimant or agent)

SCHEDULE A

To the claim for lien of REED, Scott

Description of premises:

(Where the lien attaches to the premises, provide a description of the premises sufficient for registration under the Land Titles Act or the Registry Act, as the case may be).

As per attached PIN # 26578-CC22

PT LT 27 Con 7 Township of Whitby
PT LT 28 Con 7 Township of Whitby as in,
D144416, Town of Whitby

\$ 73.35

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

Properties

PIN26578 – 0082 LT
DescriptionPT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS
IN D144416; TOWN OF WHITBY
Address7472 ASHBURN ROAD
UXBRIDGE

Consideration

Consideration\$74,615.73

Claimant(s)

NameREED, SCOTT
Address for Service1680 Hayes Line
Cavan, ON L0A 1C0

I am the lien claimant and the facts stated in the claim for lien are true.
This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner AIMEE LYNN BODIMEADE Name and address of person to whom lien claimant supplied services or materials GARY W. BODIMEADE AND AIMEE LYNN BODIMEADE, 7472 ASHBURN ROAD, WHITBY, ON L1M 2E8 Time within which services or materials were supplied from 2015/08/17 to 2015/11/22 Short description of services or materials that have been supplied 16' x 60' addition to existing horse barn, site preparation, forming, framing and interior and exterior finish Contract price or subcontract price \$95,734.53 Amount claimed as owing in respect of services or materials that have been supplied \$74,615.73
The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Carol Anne Arnold	121 George St. N. PO Box 1387 Peterborough K9J 7H6	acting for Applicant(s)	First Signed	2016 01 05
Tel 7057431801				
Fax 7057430397				
Carol Anne Arnold	121 George St. N. PO Box 1387 Peterborough K9J 7H6	acting for Applicant(s)	Last Signed	2016 02 03
Tel 7057431801				
Fax 7057430397				

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

Submitted By

JOEL S. MOLDAVER PROFESSIONAL CORPORATION	121 George St. N. PO Box 1387 Peterborough K9J 7H6	2016 02 03
Tel 7057431801		
Fax 7057430397		

Fees/Taxes/Payment

Statutory Registration Fee	\$62.85
Total Paid	\$62.85

Properties

PIN

26578 – 0082 LT

Description

PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS
IN D144416; TOWN OF WHITBY

Address

7472 ASHBURN ROAD
UXBRIDGE

Party From(s)

Name

REED, SCOTT

Address for Service

1680 Hayes Line
Cavan, ON L0A 1C0

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

Statements

This document relates to registration no.(s)DR1437193

Schedule: See Schedules

Signed By

Joel Sherman Moldaver

121 George St. N. PO Box 1387
Peterborough
K9J 7H6

acting for Party
From(s)

Signed

2016 02 18

Tel

7057431801

Fax

7057430397

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

Submitted By

JOEL S. MOLDAVER PROFESSIONAL
CORPORATION

121 George St. N. PO Box 1387
Peterborough
K9J 7H6

2016 02 18

Tel

7057431801

Fax

7057430397

Fees/Taxes/Payment

Statutory Registration Fee

\$62.85

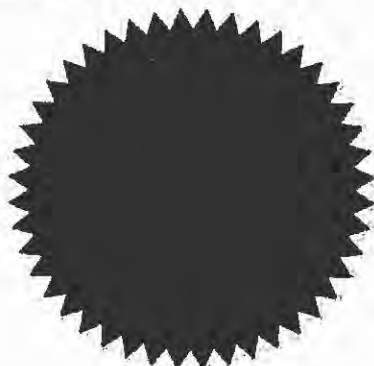
Total Paid

\$62.85

Construction Lien Act, 1990

Court File No.

94/826/16

**CERTIFICATE OF ACTION
Under Section 36 of the Act****SUPERIOR COURT OF JUSTICE****BETWEEN:****SCOTT REED****Plaintiff****and****AIMEE LYNN BODIMEADE, GARY W. BODIMEADE AND CANADIAN IMPERIAL
BANK OF COMMERCE****Defendants****Certificate of Action**

I certify that an action has been commenced in the Superior Court of Justice under the Construction Lien Act, 1990 between the above parties in respect of the premises described in Schedule A to this certificate, and relating to the claim for lien bearing the following registration number:

DR1437193

Date: February 17, 2016

Local Registrar

Construction Lien Act, 1990**SCHEDULE "A"****Description of Premises:**

(The description of the premises must be the same as in the statement of claim , and must be sufficient for registration under the Land Titles Act or Registry Act, as the case may be).

PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP
OF WHITBY AS IN D144416; TOWN OF WHITBY
BEING ALL OF PIN 26578-0082(LT)

MUNICIPALLY KNOWN AS

7472 Ashburn Road
Whitby, ON L1M 2E8

Court File No.

SCOTT REED

and

AIMEE LYNN BODIMEADE ET AL

Plaintiff

Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE
(Proceeding commenced at Oshawa)

CERTIFICATE OF ACTION

JOEL S. MOLDAVER
Joel S. Moldaver Professional Corporation
Barrister & Solicitor
121 George St. N., P.O. Box 1387
Peterborough, ON K9J 7H6
Tel: (705)743-1801
Fax: (705)743-0397
Solicitor for the Plaintiff
LSUC #10879K

Properties			
PIN	26578 – 0082 LT	Interest/Estate	Fee Simple
Description	PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY		
Address	7472 ASHBURN ROAD UXBRIDGE		

Party From(s)

Name

ONTARIO SUPERIOR COURT OF JUSTICE

Address for Service

330 University Ave.
Toronto ON M5G 1R7

Applicant(s)		Capacity	Share
Name	SALEM, DEAN		
Address for Service	c/o Fogler, Rubinoff LLP 77 King St. W., Suite 3000 TD Centre North Tower Toronto, On. M5K 1G8 Attn: David Levangie		
Name	NORRIS TECHNOLOGIES LLC		
Address for Service	c/o Fogler, Rubinoff LLP 77 King St. W., Suite 3000 TD Centre North Tower Toronto, On. M5K 1G8 Attn: David Levangie		

Statements

The applicant applies to register the following order See Schedules. The order is still in full force and effect

Schedule: Section 2 of the Order of the Ontario Superior Court of Justice attached (Court File No. CV16–555283) contains an order permitting the Applicants to register a non–interest bearing Charge/Mortgage against title to the Properties herein, in the amount of \$1,000,000.00, bearing standard charge terms 200033, as more particularly set out in the said Section 2 attached.

Signed By

Daliah Szechtman

77 King Street West Suite 3000 PO
Box 95 TD Centre
Toronto
M5K 1G8

acting for
Applicant(s)

Signed 2016 08 12

Tel 416–864–9700

Fax 416–941–8852

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

Submitted By

FOGLER, RUBINOFF LLP

77 King Street West Suite 3000 PO
Box 95 TD Centre
Toronto
M5K 1G8

2016 08 12

Tel 416–864–9700

Fax 416–941–8852

Fees/Taxes/Payment	
Statutory Registration Fee	\$62.85
Total Paid	\$62.85

Court File No. CV16-555283

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE JUSTICE
GLUSTEIN**

)
)
)

**TUESDAY, THE 9TH
DAY OF AUGUST, 2016**

(Signed August 10, 2016) AS

BETWEEN:

(Court Seal)



DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

ORDER

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

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

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

2. THIS COURT FURTHER ORDERS and directs the Registrar of Land Titles to permit the Applicants to register a non-interest bearing charge/mortgage bearing standard charge terms 200033, in the amount of \$1,000,000.00 on title to the property municipally known

as 7472 Ashburn Road, Whitby, Ontario, L1M 2E8 and legally described as follows:

PIN 26578-0082 LT

PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY

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

3. THIS COURT FURTHER ORDERS the Applicants to serve a copy of this Order, the accompanying endorsement and the application record on the trustee for the Respondent's husband and the receiver for the Respondent's husband's corporation.
4. THIS COURT FURTHER ORDERS the Respondent to pay the Applicants their costs of the August 9, 2016 attendance in the amount of \$300 inclusive of tax, within 30 days.

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

AUG 11 2016

PER / PAR:


Tasha Glaston

SALEM vs. BODIMEADE

(Short Title of Proceedings)

Court File No

CV-16-55528

SUPERIOR COURT OF JUSTICE
Proceedings commenced at Toronto

ORDER

(Name of Document)

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

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

Properties

PIN

26578 – 0082 LT

Description

PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS
IN D144416; TOWN OF WHITBY

Address

7472 ASHBURN ROAD
UXBRIDGE

Applicant(s)

Name

BODIMEADE, GARY

Address for Service

7472 Ashburn Road, Whitby, Ontario,
L1M 1L4

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

Statements

Schedule: I, Gary Bodimeade, am the spouse of Aimee Lynn Bodimeade, and hereby designate the property described herein as my matrimonial home under Section 20 of the Family Law Act.

Signed By

Caitlin Anne Ridler

17070 Yonge Street
Newmarket
L3Y 6W4

acting for
Applicant(s)

Signed

2016 02 04

Tel

905–895–7741

Fax

905–853–5851

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

Submitted By

DUNSMUIR RIDLER

17070 Yonge Street
Newmarket
L3Y 6W4

2016 02 04

Tel

905–895–7741

Fax

905–853–5851

Fees/Taxes/Payment

Statutory Registration Fee

\$62.85

Total Paid

\$62.85

File Number

Applicant Client File Number : 1148

Properties

PIN

26578 – 0082 LT

Interest/Estate

Fee Simple

Description

PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY

Address

7472 ASHBURN ROAD
UXBRIDGE

Party From(s)

Name

ONTARIO SUPERIOR COURT OF JUSTICE

Address for Service

330 University Avenue
Toronto, ON M5G 1R7

Applicant(s)CapacityShare

Name

GRANT THORNTON LIMITED

Address for Service

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

Statements

The applicant applies to register the following order See Schedules. The order is still in full force and effect

Signed By

Randy Todd Hooke

181 Bay St., Suite 1800, Box 754
Toronto
M5J 2T9

acting for
Applicant(s)

Signed

2016 06 01

Tel

416-863-1500

Fax

416-863-1515

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

Submitted By

AIRD & BERLIS LLP

181 Bay St., Suite 1800, Box 754
Toronto
M5J 2T9

2016 06 01

Tel

416-863-1500

Fax

416-863-1515

Fees/Taxes/Payment

Statutory Registration Fee

\$62.85

Total Paid

\$62.85

District of Ontario
 Division No. 09 - Toronto
 Court No. 31-OR-208154-T
 Estate No. 31-458133

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
 IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE) WEDNESDAY, THE 25 DAY
 JUSTICE F. NEWBOULD) OF MAY, 2016



IN THE MATTER OF THE BANKRUPTCY OF
GARY WAYNE BODIMEADE,
 of the Town of Whitby, in the Region of Durham,
 in the Province of Ontario

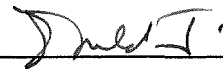
BANKRUPTCY ORDER

Upon the application of Canadian Imperial Bank of Commerce ("**CIBC**"), a creditor, having an office in the City of Toronto, in the Province of Ontario, issued on the 3rd day of May 2016, and upon reading the Application for Bankruptcy Order, the Affidavit of Verification of Douglas MacLaine sworn the 3rd day of May 2016, the Consent of Grant Thornton Limited ("**GTL**") to act as trustee of the property of Gary Wayne Bodimeade (the "**Debtor**"), the consent of the Debtor, and upon hearing submissions of counsel for CIBC and such other parties as were present, and it appearing to the Court that the following act of bankruptcy has been committed:

- (a) that the Debtor ceased to meet its liabilities generally as they became due, in that it has failed to pay its obligations to the applicant creditor CIBC;

1. **THIS COURT ORDERS** that the Debtor be adjudged bankrupt, and a bankruptcy order is hereby made against the Debtor on this date.

2. **THIS COURT ORDERS** that GTL, of the City of Toronto in the Province of Ontario, be appointed as trustee of the estate of the bankrupt Debtor.
3. **THIS COURT ORDERS** that the trustee give security in an amount to be fixed by the Official Receiver pursuant to subsection 16(1) of the *Bankruptcy and Insolvency Act* (Canada).
4. **THIS COURT ORDERS** that the costs of the applicant CIBC be paid out of the assets of the estate of the bankrupt Debtor on taxation thereof.



TO: Gary Wayne Bodimeade, the debtor
 7475 Ashburn Road
 Whitby, ON L1M 1L4

TAKE NOTICE that Gary Wayne Bodimeade, the bankrupt named herein, are required, pursuant to section 158 of the *Bankruptcy and Insolvency Act*, to attend at the office of the Official Receiver, at 25 St. Clair Avenue West, Toronto on _____, 2016, at _____ [a.m.][p.m.] [o'clock in the _____noon], there to answer such questions with respect to your conduct, the causes of your bankruptcy and the disposition of your property as may be put by the Official Receiver, and take notice that if you fail to present yourself for examination, the court may by warrant cause you to be apprehended and brought up for examination and may order you to be imprisoned for a term not exceeding three years.

DATED at Toronto this _____ day of _____, 2015.

 Official Receiver

District of Ontario
 Division No. 09 - Toronto
 Court No. 31-OR-208154-T
 Estate No. 31-458133

ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST
 IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE
 BANKRUPTCY OF
GARY WAYNE BODIMEADE
 of the Town of Whitby, in the Region
 of Durham, in the Province of Ontario

BANKRUPTCY ORDER

AIRD & BERLIS LLP
 Barristers and Solicitors
 Suite 1800, Box 754
 181 Bay Street
 Toronto, ON M5J 2T9

Steven L. Graff (LSUC # 31871V)
Miranda Spence (LSUC # 60621M)

Tel: 416.863.1500
 Fax: 416.863.1515

*Lawyers for Canadian Imperial Bank of
 Commerce*

Court File No. CV16-555283

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

*(Court Seal)***DEAN SALEM and NORRIS TECHNOLOGIES LLC**

Applicants

and

AIMEE BODIMEADE

Respondent

CERTIFICATE OF PENDING LITIGATION

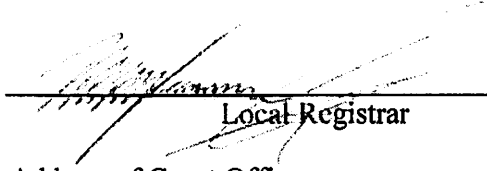
I CERTIFY that in this proceeding an interest in the following land is in question:

Legal Description: PIN 26578-0082 LT

PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS
IN D144416; TOWN OF WHITBY

Municipally known as 7472 Ashburn Road, Whitby, Ontario L1M 2E8.

This Certificate is issued under an Order of the Court made on Thursday, June 30, 2016.



Local Registrar

Address of Court Office:
393 University Avenue
Toronto, Ontario

DEAN SALEM et al.
Applicants

-and- AIMEE BODIMEADE
Respondent

Court File No. CV16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

CERTIFICATE OF PENDING LITIGATION

FOGLER, RUBINOFF LLP

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

TD Centre North Tower

Toronto, ON M5K 1G8

David W. Levangie (LSUC# 57180I)

dlevangie@foglers.com

Tel: 416.864.7603

Fax: 416.941.8852

Lawyers for the Applicants

LRO # 40 Certificate

Registered as DR1489206 on 2016 06 30 at 15:43

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

yyyy mm dd Page 1 of 3

Properties

PIN 26578 - 0082 LT
Description PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS
 IN D144416; TOWN OF WHITBY
Address 7472 ASHBURN ROAD
 UXBRIDGE

Party From(s)

Name DEAN SALEM AND NORRIS TECHNOLOGIES LLC
Address for Service c/o Fogler, Rubinfoff LLP
 77 King Street West
 Suite 3000, P.O. Box 95
 TD Centre North Tower
 Toronto, ON M5K 1G8
 Attn: David W. Levangie

I, DAVID W. LEVANGIE, lawyer for the Applicants, have the authority to bind the corporation.

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

Statements

Schedule: See Schedules

Signed By

Charles William Skipper	77 King Street West Suite 3000 PO Box 95 TD Centre Toronto M5K 1G8	acting for Party From(s)	Signed	2016 06 30
-------------------------	---	-----------------------------	--------	------------

Tel 416-864-9700

Fax 416-941-8852

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

Submitted By

FOGLER, RUBINFOFF LLP	77 King Street West Suite 3000 PO Box 95 TD Centre Toronto M5K 1G8	2016 06 30
-----------------------	---	------------

Tel 416-864-9700

Fax 416-941-8852

Fees/Taxes/Payment

Statutory Registration Fee	\$62.85
Total Paid	\$62.85

File Number

Party From Client File Number : DEAN SALEM/NORRIS TECHNOLOGIES (16/4283)

AUG 6 7 2016

Court File No.

CV-16-555283

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DEAN SALEM and NORRIS TECHNOLOGIES, LLC

Applicants

and

AIMEE BODIMEADE

Respondent

APPLICATION RECORD

July 13, 2016

FOGLER, RUBINOFF LLP

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

TD Centre North Tower

Toronto, ON M5K 1G8

David W. Levangie (LSUC# 57180I)

dlevangie@foglers.com

Tel: 416.864.7603

Fax: 416.941.8852

Lawyers for the Applicants

TO: **AIMEE BODIMEADE**

7472 Ashburn Road

Whitby ON L1M 2E8

Respondent

Court File No. CV-16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

DEAN SALEM and NORRIS TECHNOLOGIES, LLC

Applicants

and

AIMEE BODIMEADE

Respondent

INDEX

Tab	Document	Page No.
1	Amended Notice of Application dated June 22, 2016, amended June 29, 2016	1
2	Affidavit of Dean Salem, sworn June 23, 2016	8
A	Exhibit "A" — Agreement, Revolving Line of Credit, dated December 31, 2015 and executed March 3, 2016	12
B	Exhibit "B" — Copy of Parcel Registry for the Property	15
C	Exhibit "C" — Letter from Patrick Bennett of Mason, Bennett, Johncox to Andrea Robertson of Robertson, Munro dated April 25, 2016	19
D	Exhibit "D" — Email from Dean Salem to Gary Bodimeade and attached documents sent May 9, 2016	22
E	Exhibit "E" — Email Exchange between Dean Salem and Andrea Robertson of Robertson, Munro sent May 16 and 17, 2016	40
F	Exhibit "F" — Email Exchange between Dean Salem and Andrea Robertson of Robertson, Munro sent May 16 and 17, 2016	42
G	Exhibit "G" — Bankruptcy Order regarding Gary Wayne	44

Tab	Document	Page No.
	Bodimeade dated May 25, 2016	
H	Exhibit "H" — Notice of Application for Hearing on August 9, 2016 dated June 22, 2016	51
3	Order of Master T.R. Hawkins issued and entered June 30, 2016	59
4	Certificate of Pending Litigation issued under the Order of the Court on June 30, 2016	62

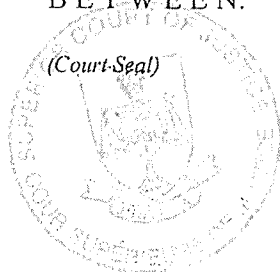
TAB 1

Court File No.

CV-16-555 283

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:



DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

AMENDED NOTICE OF APPLICATION

TO THE RESPONDENT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing on August 9, 2016, at 10:00 a.m., at 393 University Avenue, 10th Floor, Toronto ON M5G 1E6.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO

- 2 -

OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID
MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date

June 22/2014

Issued by

Ashley Miller

Local Registrar

Address of 393 University Avenue, 10th Floor
court office: Toronto ON M5G 1E6

TO:

Aimee Bodimeade
7472 Ashburn Road
Whitby, ON
L1M 2E8

- 3 -

APPLICATION

1. The Applicants, Dean Salem and Norris Technologies LLC, makes an Application for:
 - (a) A Declaration that the Applicants maintain an interest in the property municipally known as 7472 Ashburn Road, Whitby, Ontario L1M 2E8, legally described as follows:

PIN 26578-0082 LT

PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY (the "**Property**")
 - (b) An Order directing the Registrar of Land Titles to permit the Applicants to register a charge/mortgage bearing standard charge terms 200033, in the amount of \$1,000,000 on title to the Property;
 - (c) In the alternative to paragraph 1(b) above, an Order directing the Respondent, Aimee Bodimeade, to execute the documents required in order to enable the Applicants to register a charge/mortgage, bearing standard charge terms 200033, in the amount of \$1,000,000, on title to the Property;
 - (d) A certificate of pending litigation against the Property;
 - (e) the costs of this proceeding, plus all applicable taxes; and
 - (f) Such further and other Relief as to this Honourable Court may seem just.
2. The grounds for the Application are:

- 4 -

- (a) In January 2011, the Applicants agreed to provide a revolving line of credit to the Respondent, her then husband Gary Bodimeade and 1299746 Inc. o/a Compuquest 2000 ("**Compuquest**") in cash and equipment in an amount up to \$1,500,000.
- (b) On March 3, 2015, the Respondent executed an agreement dated December 31, 2016, with her counsel Andrea Robertson as notary, in consideration for the continued provision of the revolving line of credit, wherein she agreed to pledge collateral as security for the revolving line of credit.
- (c) Pursuant to the agreement, the Respondent and Compuquest agreed to pay to the Applicants, all outstanding balances on the revolving line of credit, payable on demand no later than December 31, 2016. The Respondent and Compuquest further agreed to secure their obligation to pay the revolving line of credit with any and all equity available in certain personal property and real property owned by the Respondent and Compuquest.
- (d) In the agreement, the Respondent and Compuquest agreed to, at their expense, legally formalize in Canada the Applicants in the 2nd secured position on all properties and assets.
- (e) The Property was listed in the agreement as one of the properties over which the Respondent would grant the Applicants a collateral mortgage.

- 5 -

- (f) On or about May 9, 2016, Mr. Salem sent Gary Bodimeade the documents that needed to be executed by the Respondent in order to register the collateral mortgage. Mr. Bodimeade provided the documents to the Respondent
 - (g) On May 16, 2016, Mr. Salem received an email from Andrea Robertson, counsel for the Respondent, asking for documentation demonstrating the outstanding amounts owing to the Applicants up to April 28, 2016, the date Compuquest ceased operations.
 - (h) On May 17, 2016, Mr. Salem responded to Ms. Robertson advising that Mr. Bodimeade had already provided the Respondent with the documents needed to register the collateral mortgage and advised that the total amount owing on the revolving line of credit as at that date was \$803,585.49, and that no additional advances had been made.
 - (i) Nothing has been heard from the Respondent or her counsel since Mr. Salem's May 17, 2016 email.
 - (j) Rule 14.05 of the *Rules of Civil Procedure*; and
 - (k) Such further and other grounds as the lawyers may advise.
3. The following documentary evidence will be used at the hearing of the Application:
- (a) The affidavit of Dean Salem, to be sworn, and the exhibits attached thereto;
 - (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

- 6 -

June 22, 2016

FOGLER, RUBINOFF LLP

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

TD Centre North Tower

Toronto, ON M5K 1G8

David W. Levangie (LSUC# 57180I)

Tel: 416.864.7603

Fax: 416.941.8852

dlevangie@foglers.com

Lawyers for the Applicants

DEAN SALEM and NORRIS TECHNOLOGIES LLC
Applicants

-and- AIMEE BODIMEADE
Respondent

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

FOGLER, RUBINOFF LLP

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

TD Centre North Tower

Toronto, ON M5K 1G8

David W. Levangie (LSUC# 57180I)

dlevangie@foglers.com

Tel: 416.864.7603

Fax: 416.941.8852

Lawyers for the Applicants

TAB 2

Court File No. CV16-555283

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

(Court Seal)

DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

AFFIDAVIT OF DEAN SALEM

I, Dean Salem, of the County of Campbell, in the State of Tennessee in the United States of America, MAKE OATH AND SAY:

1. I am the personal Applicant in this application and therefore have knowledge of the matters hereinafter deposed. To the extent that I refer to any information that is not within my personal knowledge, I have stated the source of the information and verily believe such information to be true.
2. I am an individual ordinarily resident in the County of Campbell, in the State of Tennessee in the United States of America.
3. The corporate Applicant, Norris Technologies LLC, ("**Norris**"), is an LLC (Limited Liability Company) registered pursuant to the laws of the State of Tennessee.
4. The Respondent, Aimee Bodimeade ("**Mrs. Bodimeade**"), is an individual ordinarily resident in the City of Whitby, in the Province of Ontario.

-2-

5. In January 2011, Norris and I agreed to provide a revolving line of credit to Mrs. Bodimeade, her then husband Gary Bodimeade and 1299746 Inc. o/a Compuquest 2000 ("**Compuquest**") in cash and equipment in an amount up to \$1,500,000.

6. On March 3, 2016, Mrs. Bodimeade executed an agreement dated December 31, 2015, with her counsel, Andrea Robertson, acting as commissioner, in consideration for the continued provision of the revolving line of credit, wherein she agreed to pledge collateral as security for the revolving line of credit (the "**Agreement**"). Attached hereto and marked as **Exhibit "A"** is a copy of the Agreement dated December 31, 2015 and executed March 3, 2016.

7. Pursuant to the Agreement, Mrs. Bodimeade and Compuquest agreed to pay Norris and myself, all outstanding balances on the revolving line of credit, payable on demand no later than December 31, 2016. Ms. Bodimeade and Compuquest further agreed to secure their obligation to pay the revolving line of credit with any and all equity available in certain personal property and real property owned by Ms. Bodimeade and Compuquest, as detailed in the Agreement.

8. In the Agreement, Mrs. Bodimeade and Compuquest agreed to, at their expense, legally formalize, in Canada, Norris and myself in the 2nd secured position on all properties and assets.

9. Among the properties listed in the Agreement over which Ms. Bodimeade agreed to grant security was the property municipally known as 7472 Ashburn Road, Whitby, Ontario L1M 2E8, legally described as follows:

PIN 26578-0082 LT

PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY (the "**Property**")

Attached hereto and marked as **Exhibit "B"** is a copy of the parcel registry for the Property.

10. On April 25, 2016, Patrick Bennett, counsel for Dean Salem, sent a letter to Andrea Robertson, counsel for Aimee Bodimeade, requesting the required information to formalize the mortgage on the property. Ms. Robertson did not respond to the letter. Attached hereto and marked as **Exhibit "C"** is a copy of the letter sent to Ms. Robertson.

-3-

11. On or about May 9, 2016, I sent Gary Bodimeade the documents that needed to be executed by Ms. Bodimeade in order to register the collateral mortgage. I am advised by Mr. Bodimeade and verily believe that he provided the documents to Ms. Bodimeade. Attached hereto and marked as **Exhibit "D"** is a copy of the email and documents attached thereto sent to Mrs. Bodimeade.

12. On May 16, 2016, I received an email from Andrea Robertson, counsel for Ms. Bodimeade, asking for documentation demonstrating the outstanding amounts owing to the Norris and myself up to April 28, 2016, the date Compuquest ceased operations. Attached hereto and marked as **Exhibit "E"** is a copy of the May 16, 2016 email from Andrea Robertson.

13. On May 17, 2016, I responded to Ms. Robertson advising that Mr. Bodimeade had already provided Ms Bodimeade with the documents needed to register the collateral mortgage and advised that the total amount owing on the revolving line of credit as at that date was \$803,585.49, and that no additional advances had been made. Attached hereto and marked as **Exhibit "F"** is a copy of the May 17, 2016 email.

14. Nothing has been heard from Ms. Bodimeade or her counsel since my May 17, 2016 email.

15. Compuquest and Mr. Bodimeade were both petitioned into bankruptcy on May 25, 2016. Attached hereto and marked as **Exhibit "G"** is a copy of the May 25, 2016 Bankruptcy orders.

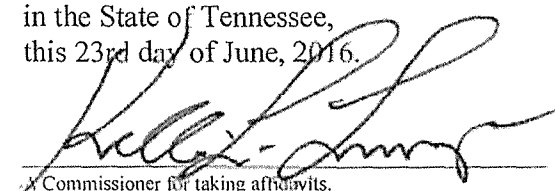
16. I am concerned that Ms. Bodimeade may suffer the same fate, or that Ms. Bodimeade may convey, or refinance the Property despite our written agreement that Norris and I would be secured in 2nd position on the Property.

17. I therefore verily believe that Norris and I have an interest in the aforesaid Property. A true copy of the Notice of Application in this proceeding is attached hereto as **Exhibit "H"**.

18. I therefore make this affidavit in support of the relief set out in the Applicants' Notice of Motion dated June 28, 2012, and for no other or improper purpose or motive.

-4-

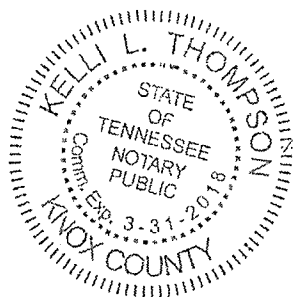
SWORN before me at the
County of Campbell,
in the State of Tennessee,
this 23rd day of June, 2016.



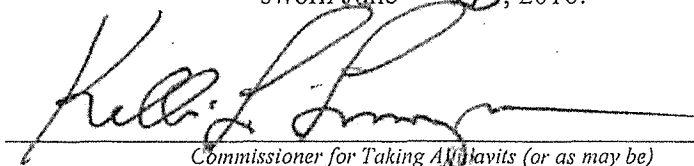
Commissioner for taking affidavits.
Kelli Thompson



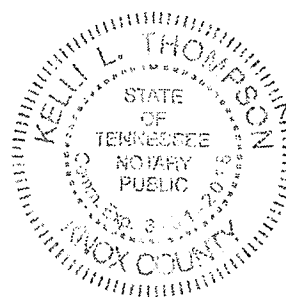
DEAN SALEM



This is Exhibit "A"
referred to in the
Affidavit of Dean Salem,
sworn June 23, 2016.



Commissioner for Taking Affidavits (or as may be)



REVOLVING LINE OF CREDIT

\$1,500,000.00

Caryville, TN

December 31, 2015

FOR VALUE RECEIVED, Dean Salem and Norris Technologies, LLC ("LENDER") agrees to provide a Revolving Line of Credit ("RLOC") to Aimee Bodimeade and Compuquest 2000 ("BORROWER") in cash and computer related equipment in an amount up to One Million Five Hundred Thousand Dollars (\$1,500,000.00). BORROWER and LENDER acknowledge that this RLOC was originally established in January 2011. This document serves to formalize the agreement and establish BORROWER'S collateral pledged as LENDER'S security. BORROWER hereby promises to pay to LENDER all outstanding balances on the RLOC until paid in full (\$0 Balance), payable upon demand no later than December 31, 2016.

BORROWER agrees to secure ^{her} his obligation to pay this RLOC with any and all of the equity available in the following properties and assets:

<u>Asset / Property</u>	<u>1st Mortgage (C\$)</u>	<u>END DATE (est)</u>	<u>ORIG PRICE</u>	<u>Currency</u>	<u>MONTHLY PMT</u>	<u>PROJECTED SALE VALUE</u>
SPORT CHASSIS	75,775.23	6/1/2017	176,095.00	USD	2,423.44	105,000.00
PEGASUS	31,727.92	10/1/2017	84,737.00	USD	1,623.54	42,000.00
KING-AIRE	361,909.52	3/1/2018	913,000.00	USD	9,488.07	550,000.00
GREYHAWK	55,192.91	3/1/2018	85,000.00	USD	1,985.35	103,000.00
1935 Silicone Dr, Pickering, ON L1W3V7	3,200,000.00	1/1/2038	3,200,000.00	CD\$	19,600.00	3,900,000.00
7472 Ashburn Rd, Whitby, ON L1M2E8	1,000,000.00	1/1/2020		CD\$	3,860.00	3,100,000.00

BORROWER certifies that all assets are part of a marital estate and that BORROWER is 50% owner of said properties and assets. The estimated value of the properties and assets as of December 31, 2015 is as stated above. Regarding the property at 7472 Ashburn Rd, BORROWER commits and LENDER accepts a maximum collateral of ~~US\$1,000,000.00~~ on BORROWER'S behalf. All other assets listed are collateralized at their full value less the 1st mortgage or lien. BORROWER further certifies that no additional loans, mortgages, or encumbrances exist or will be leveraged against the equity on the above referenced properties and assets until this RLOC is paid in full. BORROWER agrees to, at BORROWER'S expense, legally formalize in Canada LENDER in the 2nd security position on all properties and assets. In addition, BORROWER agrees to pay any and all proceeds from the sale of any of the above assets (minus the first position lender encumbrance) to LENDER until this RLOC is paid in full.

BORROWER guarantees this RLOC ~~both personally and~~ with all business inventory and assets owned by Compuquest 2000. BORROWER shall have the right to pay the principal and any accrued interest, in whole or in part, at any time without penalty. LENDER will provide weekly or upon request an updated accounting showing the outstanding balance of the RLOC. BORROWER will provide to LENDER upon request at any time a full set of financials and tax returns for both Aimee Bodimeade and Compuquest 2000. BORROWER will provide to LENDER upon request at any time an updated list of properties and assets. BORROWER agrees and approves any accounting professional responsible for financials, tax returns, and asset lists for both Aimee Bodimeade and Compuquest 2000 to release, discuss, and answer any inquiries regarding any and all financial reports, tax returns, and asset lists directly to / with LENDER.

LENDER may, at its sole discretion, renew this RLOC upon expiration. At any time, LENDER may terminate this RLOC. All outstanding balances are due and payable immediately upon termination.

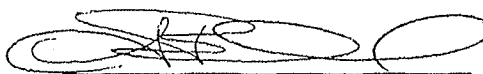
BORROWER agrees to pay the expenses or costs incurred in any attempt to collect the amounts due pursuant to this RLOC. The parties further agree that if any legal action is necessary to enforce this RLOC, any attorney's fees that

are accrued in the enforcement of this RLOC shall be recoverable by the prevailing party in any legal proceeding that is initiated to enforce the terms of this RLOC. This provision is applicable to the entire RLOC.

The parties agree that jurisdiction and venue to resolve any disputes arising out of this RLOC shall be in Campbell County, Tennessee.

BORROWER ACKNOWLEDGES AND AGREES THAT THE FOREGOING PROVISIONS HAVE BEEN READ AND ACCEPTED.

Dated: December 31, 2015 MARCH 3, 2016

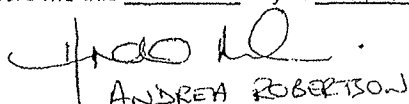


AIMEE BODIMEADE, BORROWER

STATE OF TENNESSEE REGION OF DURHAM
COUNTY OF PROVINCE OF ONTARIO

Sworn to and subscribed before me this 3rd day of MARCH, 2016.

[notary's signature & seal]



ANDREA ROBERTSON

My commission expires: _____

Dated: December 31, 2015



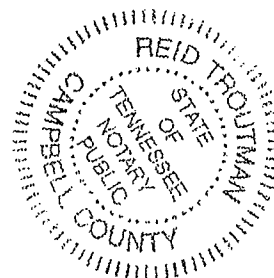
DEAN SALEM, LENDER

STATE OF TENNESSEE
COUNTY OF Campbell

Sworn to and subscribed before me this 31st day of DEC., 2015.

[notary's signature & seal]

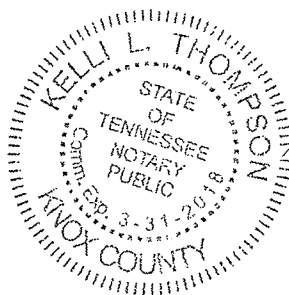
My commission expires: 3/3/15



This is **Exhibit "B"**
referred to in the
Affidavit of Dean Salem,
sworn June **23**, 2016



Commissioner for Taking Affidavits (or as may be)




ServiceOntario

 LAND
 REGISTRY
 OFFICE #40

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

26578-0082 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

7472 Ashburn Road, Uxbridge

PAGE 1 OF 3

PREPARED FOR JHampell

ON 2016/06/22 AT 21:05:34

PROPERTY DESCRIPTION: PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITEY

PROPERTY REMARKS:
ESTATE/QUALIFIER:

 FEE SIMPLE
 LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 26578-0171

PIN CREATION DATE:

2000/04/07

OWNERS' NAMES

BODIMEADE, AIMEE LYNN

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1998/03/09 ON THIS PIN **WAS REPLACED WITH THE "PIN CREATION DATE" OF 2000/04/07** ** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2000/04/07 ** **SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO: ** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * ** AND ESCHEATS OR FORFEITURE TO THE CROWN. ** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF ** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY ** CONVENTION. ** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES. **DATE OF CONVERSION TO LAND TITLES: 2000/04/10 **						
D144416	1982/09/21	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	CHIN-A-LOY, JAMES CECIL CHIN-A-LOY, CAROL JOSEPHINE	
D532816	1999/04/14	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CHIN-A-LOY, JAMES CECIL CHIN-A-LOY, CAROL JOSEPHINE	CANADIAN IMPERIAL BANK OF COMMERCE	
D533048	1999/04/20	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CHIN-A-LOY, JAMES CECIL CHIN-A-LOY, CAROL JOSEPHINE	CIBC MORTGAGES INC.	
DRA31857	2005/09/28	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C

 NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.


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 LAND
 REGISTRY
 OFFICE #40

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

26578-0082 (LT)

 PAGE 2 OF 3
 PREPARED FOR JHampell
 ON 2016/06/22 AT 21:05:34

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: AIRPORT ZONING REGULATIONS						
DR649965	2007/09/28	TRANSFER	\$638,000	CHIN-A-LOY, CAROL JOSEPHINE CHIN-A-LOY, JAMES CECIL	BODIMEADE, AIMEE LYNN	C
REMARKS: PLANNING ACT STATEMENTS						
DR649966	2007/09/28	CHARGE		*** COMPLETELY DELETED *** BODIMEADE, AIMEE LYNN	THE BANK OF NOVA SCOTIA	
DR656812	2007/10/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
REMARKS: RE: D533048						
DR664503	2007/11/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
REMARKS: RE: D532816						
DR721456	2008/06/20	CHARGE		*** COMPLETELY DELETED *** BODIMEADE, AIMEE LYNN	THE BANK OF NOVA SCOTIA	
DR721457	2008/06/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
REMARKS: RE: DR649966						
DR836940	2009/09/03	CHARGE		*** COMPLETELY DELETED *** BODIMEADE, AIMEE LYNN	PINFOLD, CRAIG	
DR1117711	2012/08/28	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** S & F EXCAVATING LIMITED		
DR1129513	2012/10/10	CERTIFICATE		*** COMPLETELY DELETED *** S & F EXCAVATING LIMITED		
REMARKS: DR1117711						
DR1148621	2012/12/24	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** S & F EXCAVATING LIMITED		
REMARKS: DR1117711.						
DR1210938	2013/09/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** PINFOLD, CRAIG		
REMARKS: DR836940.						

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REGISTRY
OFFICE #40

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

26578-0082 (LT)

PAGE 3 OF 3

PREPARED FOR JHampell

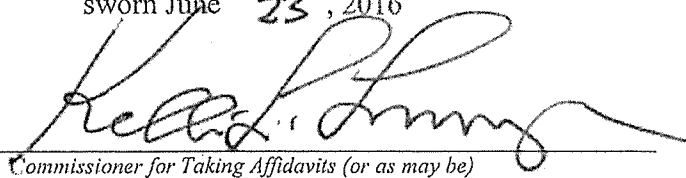
ON 2016/06/22 AT 21:05:34

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

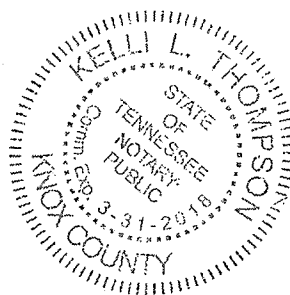
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
DR1334796	2015/01/23	CHARGE	\$1,000,000	BODIMEADE, AIMEE LYNN	CANADIAN IMPERIAL BANK OF COMMERCE	C
DR1338907	2015/02/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
		REMARKS: DR721456.				
DR1436575	2015/12/31	CONSTRUCTION LIEN	\$74,615	REED, SCOTT		C
DR1437193	2016/01/05	CONSTRUCTION LIEN	\$74,616	REED, SCOTT		C
DR1446246	2016/02/04	APL (GENERAL)		BODIMEADE, GARY		C
		REMARKS: DESIGNATION OF A MATRIMONIAL HOME				
DR1449635	2016/02/18	CERTIFICATE		REED, SCOTT		C
		REMARKS: CONSTRUCTION LIEN DR1437193				
DR1478658	2016/06/01	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	GRANT THORNTON LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

This is **Exhibit "C"**
referred to in the
Affidavit of Dean Salem,
sworn June **23**, 2016



Commissioner for Taking Affidavits (or as may be)





mason | bennett | johncox
lawyers • be well advised®

April 25, 2016

VIA FACSIMILE TO 905 862-2391

Robertson, Munro
Barristers & Solicitors
212-304 Toronto Street South
The Elgin Centre, Suite 212
Uxbridge, Ontario
L9P 1Y2

Attention: Andrea Robertson

Dear Ms. Munro:

Re: Dean Salem (the "Lender") second mortgage loan to Aimee Bodimeade (the "Borrower"), Guaranteed by Gary Bodimeade (the "Guarantor")
7472 Ashburn Road, Whitby (the "Property")
Our File No.: 16-400

Please be advised that we are the solicitors acting on behalf of the Lender with respect to the above-noted transaction. We are advised that you represent the Borrower (please advise if you also represent the Guarantor). Please advise immediately if this is not correct.

In order for us to prepare our documents with respect to this transaction please provide us with the following information and documentation, as quickly as possible:

1. Complete municipal address, legal description and PIN number(s) of the Property to be mortgaged.
2. Does the registered owner of the Property own any abutting land?

MASON BENNETT JOHNCOX PROFESSIONAL CORPORATION
79 Baldwin Street North Brooklin ON L1M 1A4 Tel (905) 620-4499 Fax (905) 620-7738 www.whitbylawyers.com

- 2 -

3. The actual use of the Property at this time.
4. Address for service for each of the Borrower and Guarantor.
5. Two notarial copies of identification, one including picture identification, for each individual party executing documents on behalf of the Borrower and Guarantor.
6. Copy of a current mortgage statement for information purposes from the Canadian Imperial Bank of Commerce for the first mortgage on the Property: i) confirming the essential terms of the mortgage; ii) setting out all amounts outstanding under the mortgage as at such date on account of principal, interest, tax account (if any) and otherwise; and iii) verifying that the mortgage is in current standing.
7. A current tax certificate or other proof of payment, indicating no tax arrears.
8. Property insurance binder/policy containing the standard mortgage clause, verifying that the building on the mortgaged lands are insured against fire and extended risks for guaranteed replacement cost, with loss payable to Dean Andrew Salem, as second mortgagee.

The above is a list of our initial requirements in order to conduct our searches and prepare the security documents; however, further requisitions may follow once we have completed our title and off title searches.

Should you have any questions with respect to this transaction, please do not hesitate to contact the writer.

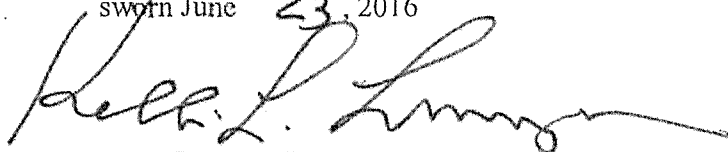
Yours very truly,

Mason Bennett Johncox Professional Corporation

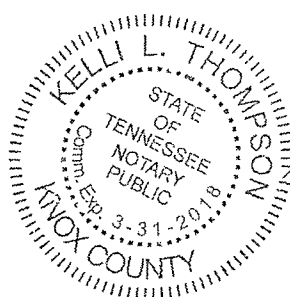
Patrick G. Bennett

PGB:kk

This is **Exhibit "D"**
referred to in the
Affidavit of Dean Salem,
sworn June 23, 2016



Commissioner for Taking Affidavits (or as may be)



Subject : Items for signature
Date : Monday, May 9, 2016 6:25 pm
Linked to : Gary Bodimeade
From : Dean Salem <dean@norris1.com>
To : Gary Bodimeade <garyb@cg2k.ca>

Attachments : C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\Acknowledgement and Direction.pdf;
C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\Acknowledgement re Standard Charge Terms.pdf;
C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\Guarantee.pdf;
C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\ID VERIFICATION of Individual.pdf;
C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\SCT 200033.pdf;
C:\Users\Dean\Documents\Dean\Financial-Bank-Taxes\Notes\Bodimeade\Mortgage\statutory declaration.pdf;

Gary,

Attached are all the Items that require signature. It would help if you could sign them together as a few documents need both of you to sign. Here is the breakdown:

To be signed by Gary and notary:

- 1) Acknowledgement and Direction
- 2) Acknowledgement re Standard Charge Terms
- 3) SCT 200033
- 4) Guarantee
- 5) ID VERIFICATION of Individual

To be signed by Aimee and notary:

- 1) Acknowledgement and Direction
- 2) Acknowledgement re Standard Charge Terms
- 3) SCT 200033
- 4) statutory declaration
- 5) ID VERIFICATION of Individual

Please print copies for each of you and get them signed and over to Patrick Bennett tomorrow. Please confirm receipt and that this will be done tomorrow. Thanks-

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

LRO # 40 Charge/Mortgage

In preparation on 2016 04 25 at 16:44

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 2

Properties

PIN 26578 - 0082 LT Interest/Estate Fee Simple
 Description PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY
 AS IN D144416; TOWN OF WHITBY
 Address 7472 ASHBURN ROAD
 UXBRIDGE

Chargor(s)

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

Name BODIMEADE, AIMEE LYNN
 Acting as an Individual
 Address for Service 7472 Ashburn Road, Whitby, Ontario

I am at least 18 years of age.

Gary Bodimeade is my spouse and has consented to this transaction.

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

Chargee(s)

Capacity

Share

Name SALEM, DEAN ANDREW
 Acting as an Individual
 Address for Service c/o Norris Companies, 751 Fox Ridge Lane, Caryville, TN, USA 37714

Provisions

Principal \$ 1,000,000.00 Currency CDN
 Calculation Period
 Balance Due Date On Demand
 Interest Rate
 Payments
 Interest Adjustment Date
 Payment Date
 First Payment Date
 Last Payment Date
 Standard Charge Terms 200033
 Insurance Amount See standard charge terms
 Guarantor Gary Bodimeade

Additional Provisions

See Schedules

GUARANTEE

For valuable consideration, I, the undersigned Guarantor agree with **Dean Andrew Salem** as follows:

1. **Chargor's Name.** The name of the chargor whose loan I am guaranteeing is:

Aimee Lynn Bodimeade, (the "Chargor")

2. **Guarantee.** I guarantee payment to the Chargee of all of the Chargor's Loan of \$1,000,000.00 (the "Loan"). Said loan is secured by a charge (the "Charge") against 7472 Ashburn Road, Whitby (the "Property") all pursuant to an Agreement between the Chargee and the Chargor (the "Agreement") which Agreement may be amended, extended or renewed from time to time.

IN CONSIDERATION of the premises and of the Chargee advancing the said money to the Chargor, the Guarantor doth hereby absolutely and unconditionally guarantee to all principal moneys, interest and other moneys owing on the security of this Charge, and the Guarantor himself, his heirs, executors and administrators, covenants with the moneys payable hereunder, he will pay all such moneys to the Chargee without any demand being required to be made.

AND it is hereby expressly declared that although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, yet as between the Guarantor and the Chargee the Guarantor shall be considered as primarily liable therefor and that no release or releases of any portion or portions of the charged premises and no indulgence shown by the Chargee in respect of any default by the Chargor or any successor which may arise under this Charge, and that no extension or extensions granted by the Chargee to the Chargor or any successor for payment of the Charge moneys hereby secured or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed or performed by the Chargor or any successor nor any variation in or departure from the provisions of this Charge nor any dealings between the Chargor or any successor and Chargee nor any release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before default and after as before maturity of this Charge, including any future renewals with or without an increased rate of interest, until the said Charge moneys are fully paid and satisfied. And it is hereby further expressly declared that the Chargee shall not be bound to exhaust its recourse against the Chargor or the Charged premises before being entitled to payment from the Guarantor or the amount hereby guaranteed by the Guarantor.

ANY payment by the Guarantor of any money under his said guarantee shall not in any event be taken to affect the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to

the extent of any such payments made by him, in addition to all other remedies by subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by such Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the charged premises in competition with the Chargee and shall not unless and until the whole of the principal, interest and other moneys owing on the security of this Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

PROVIDED further that any failure on the part of the Chargee to perfect, maintain or enforce its rights whether due to default, negligence or otherwise on the part of the Chargee with respect to this Charge or any other security granted to the Chargee relating to the within Charge, shall not prejudice the Chargee with respect to its rights pursuant to this guarantee and shall not discharge or limit or lessen the liability of the Guarantor pursuant to the terms hereof.

THE Chargee may vary any agreement or arrangement with the Guarantor and grant extensions of time to or otherwise deal with him, his executors or administrators, without any consent on the part of the Chargor.

AND it is further hereby expressly agreed that if there is more than one Guarantor, all covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be joint and several and wherever the singular has been used the plural shall be deemed to be substituted as the context requires.

AND it is further hereby expressly declared that the release of any of the Guarantors from their liability hereunder shall not affect the liability of the remaining Guarantor or Guarantors which shall remain unimpaired and still in full force and effect as if the Guarantor or Guarantors so released had not been a party or parties of the Charge.

ALL covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his heirs, executors, administrators and assigns, or successors and assigns as the case may be, and all such covenants and liabilities and obligations shall be joint and several.

DATED at Whitby, this day of , 2016.

Gary Bodimeade

IDENTIFICATION VERIFICATION DOCUMENT

We require that you ascertain the identity of the person(s) who is/are authorized to instruct us on behalf of the corporation and who is/are signing the purchase documents.

These person(s) is/are required to be physically present at the time you ascertain identity. These person(s) must present to you for examination:

1. One piece of "Primary Identification" (Canadian Passport, Driver's Licence, Permanent Resident Card, Certificate of Indian Status issued by Government of Canada) and one piece of "Secondary Identification" (Birth Certificate issued in Canada, Major Credit Card (e.g., VISA, Mastercard, Amex issue by a well-known and reputable Canadian financial institution, with the individual's name embossed on the card and their signature), Social Insurance Number (SIN) card issued by the Government of Canada); or
2. Two pieces of "Primary Identification"

All identification must be original, legible, unexpired, and shows the name of the person whose identity is being verified, the number of the document, the name of the issuing authority, the date of issue and a photograph of the person (Primary Identification). For individuals, you must record below the following information:

Full Name:

Position in Corporation (if applicable):

Phone number:

email:

Particulars of the Acceptable Identification (as defined above) produced to you by the individual; or

Particulars of the Acceptable Identification (as defined above) produced by the person(s) who is/are authorized to instruct us on behalf of the corporation and who is/are signing the purchase documents:

Identification Viewed:

Type _____ Number _____ Place of Issue _____

Identification Viewed:

Type _____ Number _____ Place of Issue _____

I hereby certify to Mason Bennett Johncox Professional Corporation that I met with _____ on _____, 2016 and verified this person's Identity by examining the originals of this person's Primary Identification and, if applicable, Secondary Identification, of which photocopies are attached to this page. The photograph(s) in the Primary Identification is a true likeness of the said person and to the best of my knowledge and belief, the Primary Identification and, If applicable, Secondary Identification that I examined are valid and unexpired.

Attested to me at _____ on _____, 2016.

Signature of Lawyer/Notary Public

Name: _____
(please print)

Address: _____
(please print)

Telephone Number: _____

Land Registration Reform Act
SET OF STANDARD CHARGE TERMS
 (Electronic Filing)

TYPE & DISBURSEMENTS 222,
Form No. 305F

Filed by
Dye & Durham Co. Inc.

Filing Date: November 3, 2000

Filing number: 200033

The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.4 as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this Set of Standard Charge Terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions in the schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge".

- | | |
|---|--|
| <i>Exclusion of Statutory Covenants</i> | 1. The implied covenants deemed to be included in a charge under subsection 7(1) of the <i>Land Registration Reform Act</i> as amended or re-enacted are excluded from the Charge. |
| <i>Right to Charge the Land</i> | 2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge. |
| <i>No Act to Encumber</i> | 3. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose. |
| <i>Good Title in Fee Simple</i> | 4. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown. |
| <i>Promise to Pay and Perform</i> | 5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same. |
| <i>Interest After Default</i> | 6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land. |
| <i>No Obligation to Advance</i> | 7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable. |
| <i>Costs Added to Principal</i> | 8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable. |
| <i>Power of Sale</i> | 9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the <i>Mortgages Act</i> . In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly |

one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

- Quiet Possession* 10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.
- Right to Distrain* 11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.
- Further Assurances* 12. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whatsoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.
- Acceleration of Principal and Interest* 13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.
- Unapproved Sale* 14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.
- Partial Releases* 15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.
- Obligation to Insure* 16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.
- Obligation to Repair* 17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

- Building Charge** 18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.
- Extensions not to Prejudice** 19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.
- No Merger of Covenants** 20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.
- Change in Status** 21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.
- Condominium Provisions** 22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Chargor's rights under the Act to vote, consent and dissent.
- Discharge** 23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.
- Guarantee** 24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:
- (a) In consideration of the Chargee advancing all or part of the Principal Amount to the Chargor, and in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.
 - (b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.
 - (c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect

the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

- (d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.
- (e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability 25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation 26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings 27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge 28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge 29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

DATED this day of (year)

Signature:

Aimee Bodimeade

Signature:

Gary Bodimeade

IN THE MATTER OF a mortgage (charge) from
Aimee Lynn Bodimeade in favour of Dean
Andrew Salem on the premises municipally
known as 7472 Ashburn Road, Whitby

I, Aimee Lynn Bodimeade, SOLEMNLY DECLARE that:

1. I am the mortgagor in the above-described transaction and have knowledge of the matters hereinafter deposed to.
2. I am the absolute owner of the above mentioned lands and either personally or by my tenants have been in actual, peaceable, continuous, exclusive, open, undisturbed and undisputed possession and occupation thereof, and of the buildings used in connection therewith throughout my period of ownership of the property.
3. I am not aware of any person or corporation having any claim or interest in the said lands or any part thereof adverse to or inconsistent with registered title and am positive that none exists.
4. Possession and occupation of the above lands by me have been undisturbed throughout by any action, suit or other proceedings or adverse possession or otherwise on the part of any person whomsoever and during such possession and occupation, no payment has ever been made or acknowledgment of title given by the undersigned, or, so far as I know, by anyone else, to any person in respect of any right, title, interest or claim upon the said lands.
5. To the best of my knowledge and belief, the buildings used in connection with the premises are situate wholly within the limits of the lands above described, and there is no dispute as to the boundaries of the said lands. Except as may be registered on title, I have never heard of any claim of easement affecting the lands, either for light, drainage, or right of way or otherwise.
6. I do not retain the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment with respect to any land abutting the lands being mortgaged or charged in the subject transaction.
7. I am not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act (Canada) and nor will I be a non-resident of Canada at the time of closing.

- 2 -

8. There is not currently and nor has there been within the past 45 days, any construction, alterations, renovations improvements or building materials supplied to the subject property.
9. The proceeds of this mortgage will not be used to finance any construction, alterations, renovations or improvements to the subject property or to repay a mortgage which was taken out for this purpose.
10. All realty taxes on the subject property have been paid in full for 2015 and there are no realty taxes in arrears for 2016. Charges for local improvements (if any) are paid to date.
11. To the best of my knowledge and belief, there are no Writs of Execution in the hands of the local Sheriff affecting any part of the Property.
12. All utilities including gas, hydro, water and sewer services have been paid to date.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

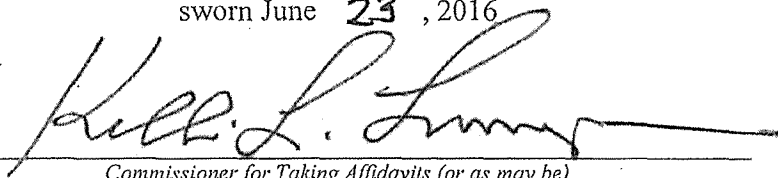
DECLARED before me
at the
in the Regional Municipality
of Durham
this day of
2016.

}
}
}
}
}
}

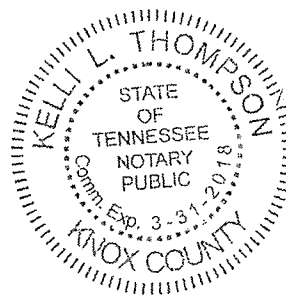
Aimee Lynn Bodimeade

A COMMISSIONER, ETC.

This is Exhibit "E"
referred to in the
Affidavit of Dean Salem,
sworn June 23, 2016



Commissioner for Taking Affidavits (or as may be)



Subject : re: Bodimeade and Compuquest2000
Date : Tuesday, May 17, 2016 9:16 am
Linked to: Andrea Robertson (Gary Bodimeade)
From : Dean Salem <dean@norris1.com>
To : Andrea Robertson <andrearobertson27@yahoo.ca>

Ms. Robertson,

Mrs. Bodimeade has recieved the paperwork from Mr. Bodimeade to secure the debt on the Whitby property per the agreement executed by Mrs. Bodimeade. Since Mr. Bodimeade is not on the title for the home, it is necessary that Mrs. Bodimeade execute these documents. The problems with Compuquest 2000 were caused by the interruption in supply and revenue due to the delay in signing the agreement. Now, as Mr. Bodimeade is trying to re-launch his business, he is once again facing interruption in supply and revenue due to Mrs. Bodimeade's delay in executing the security documents already agreed to.

The total amount due is US\$803,585.49. No additional advances have been made.
Please confirm when I can expect the security documents to be executed and returned.

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

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

From: Andrea Robertson <andrearobertson27@yahoo.ca>
To: Dean Salem <dean@norris1.com>
Cc:
Date: Mon, 16 May 2016 16:25:08 +0000 (UTC)
Subject: **Bodimeade and Compuquest2000**

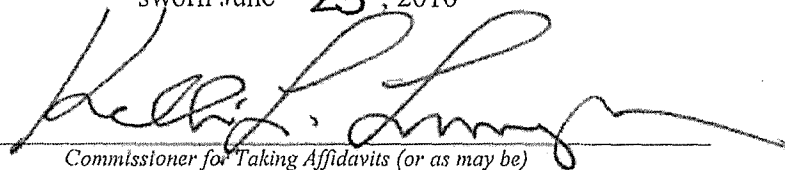
Mr. Salem,

Please provide documentation showing the amounts owing to Norris Technologies up to April 28, 2016, which I understand is the date that Compuquest2000 ceased operations. Please also provide any amounts, if any, advanced after this date.

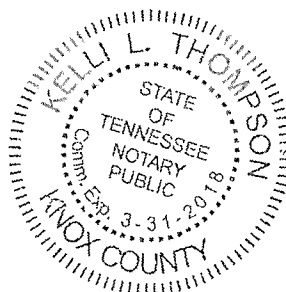
Yours truly,

Andrea Robertson
ROBERTSON, MUNRO
Barristers and Solicitors
212-304 Toronto St. S.,
Uxbridge, ON L9P 1Y2
Tel: 905-862-2777; Fax: 905-862-2391
email: andrearobertson27@yahoo.ca

This is **Exhibit "F"**
referred to in the
Affidavit of Dean Salem,
sworn June **23**, 2016



Commissioner for Taking Affidavits (or as may be)



Subject : re: Bodimeade and Compuquest2000
Date : Tuesday, May 17, 2016 9:16 am
Linked to: Andrea Robertson (Gary Bodimeade)
From : Dean Salem <dean@norris1.com>
To : Andrea Robertson <andrearobertson27@yahoo.ca>

Ms. Robertson,

Mrs. Bodimeade has recieved the paperwork from Mr. Bodimeade to secure the debt on the Whitby property per the agreement executed by Mrs. Bodimeade. Since Mr. Bodimeade is not on the title for the home, it is necessary that Mrs. Bodimeade execute these documents. The problems with Compuquest 2000 were caused by the interruption in supply and revenue due to the delay in signing the agreement. Now, as Mr. Bodimeade is trying to re-launch his business, he is once again facing interruption in supply and revenue due to Mrs. Bodimeade's delay in executing the security documents already agreed to.

The total amount due is US\$803,585.49. No additional advances have been made.
Please confirm when I can expect the security documents to be executed and returned.

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

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

From: Andrea Robertson <andrearobertson27@yahoo.ca>
To: Dean Salem <dean@norris1.com>
Cc:
Date: Mon, 16 May 2016 16:25:08 +0000 (UTC)
Subject: **Bodimeade and Compuquest2000**

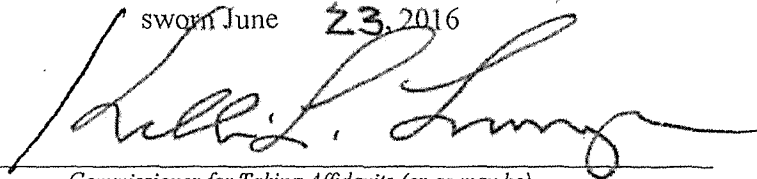
Mr. Salem,

Please provide documentation showing the amounts owing to Norris Technologies up to April 28, 2016, which I understand is the date that Compuquest2000 ceased operations. Please also provide any amounts, if any, advanced after this date.

Yours truly,

Andrea Robertson
ROBERTSON, MUNRO
Barristers and Solicitors
212-304 Toronto St. S.,
Uxbridge, ON L9P 1Y2
Tel: 905-862-2777; Fax: 905-862-2391
email: andrearobertson27@yahoo.ca

This is Exhibit "G"
referred to in the
Affidavit of Dean Salem,
sworn June 23, 2016

A handwritten signature in black ink, appearing to read "Keith L. Lumsden", is written over a horizontal line.

Commissioner for Taking Affidavits (or as may be)

District of Ontario
 Division No. 09 - Toronto
 Court No. 31-OR-208154-T
 Estate No. 31-458133

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE) WEDNESDAY, THE 25 DAY
 JUSTICE F. NEWBOLD) OF MAY, 2016



IN THE MATTER OF THE BANKRUPTCY OF
GARY WAYNE BODIMEADE,
 of the Town of Whitby, in the Region of Durham,
 in the Province of Ontario

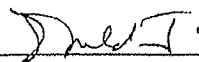
BANKRUPTCY ORDER

Upon the application of Canadian Imperial Bank of Commerce ("CIBC"), a creditor, having an office in the City of Toronto, in the Province of Ontario, issued on the 3rd day of May 2016, and upon reading the Application for Bankruptcy Order, the Affidavit of Verification of Douglas MacLaine sworn the 3rd day of May 2016, the Consent of Grant Thornton Limited ("GTL") to act as trustee of the property of Gary Wayne Bodimeade (the "Debtor"), the consent of the Debtor, and upon hearing submissions of counsel for CIBC and such other parties as were present, and it appearing to the Court that the following act of bankruptcy has been committed:

- (a) that the Debtor ceased to meet its liabilities generally as they became due, in that it has failed to pay its obligations to the applicant creditor CIBC;

1. **THIS COURT ORDERS** that the Debtor be adjudged bankrupt, and a bankruptcy order is hereby made against the Debtor on this date.

2. **THIS COURT ORDERS** that GTL, of the City of Toronto in the Province of Ontario, be appointed as trustee of the estate of the bankrupt Debtor.
3. **THIS COURT ORDERS** that the trustee give security in an amount to be fixed by the Official Receiver pursuant to subsection 16(1) of the *Bankruptcy and Insolvency Act* (Canada).
4. **THIS COURT ORDERS** that the costs of the applicant CIBC be paid out of the assets of the estate of the bankrupt Debtor on taxation thereof.

_____

TO: Gary Wayne Bodimeade, the debtor
 7475 Ashburn Road
 Whitby, ON L1M 1L4

District of Ontario
 Division No. 09 - Toronto
 Court No. 31-OR-208154-T
 Estate No. 31-458133

ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST
 IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE
 BANKRUPTCY OF
GARY WAYNE BODIMEADE
 of the Town of Whitby, in the Region
 of Durham, in the Province of Ontario

TAKE NOTICE that Gary Wayne Bodimeade, the bankrupt named herein, are required, pursuant to section 158 of the *Bankruptcy and Insolvency Act*, to attend at the office of the Official Receiver, at 25 St. Clair Avenue West, Toronto on _____, 2016, at _____ [a.m.][p.m.] [o'clock in the _____ noon], there to answer such questions with respect to your conduct, the causes of your bankruptcy and the disposition of your property as may be put by the Official Receiver, and take notice that if you fail to present yourself for examination, the court may by warrant cause you to be apprehended and brought up for examination and may order you to be imprisoned for a term not exceeding three years.

DATED. at Toronto this _____ day of _____, 2015.

BANKRUPTCY ORDER

 Official Receiver

AIRD & BERLIS LLP
 Barristers and Solicitors
 Suite 1800, Box 754
 181 Bay Street
 Toronto, ON M5J 2T9

Steven L. Graff (LSUC # 31871V)
Miranda Spence (LSUC # 60621M)

Tel: 416.863.1500
 Fax: 416.863.1515

*Lawyers for Canadian Imperial Bank of
 Commerce*

District of Ontario
Division No. 09 - Toronto
Court No. 31-OR-208155-T
Estate No. 31-458130

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE

) WEDNES DAY, THE 25 DAY

JUSTICE F. NEWBOULD

) OF MAY, 2016



IN THE MATTER OF THE BANKRUPTCY OF
1299746 ONTARIO INC. o/a COMPUQUEST2000
of the City of Pickering, in the Region of Durham,
in the Province of Ontario

BANKRUPTCY ORDER

Upon the application of Canadian Imperial Bank of Commerce ("**CIBC**"), a creditor, having an office in the City of Toronto, in the Province of Ontario, issued on the 3RD day of May 2016, and upon reading the Application for Bankruptcy Order, the Affidavit of Verification of Douglas MacLaine sworn the 3rd day of May 2016, the Order of the Honourable Justice Newbould dated May 17, 2016, the Consent of Grant Thornton Limited ("**GTL**") to act as trustee of the property of 1299746 Ontario Inc. o/a CompuQuest2000 (the "**Debtor**"), the consent of GTL in its capacity as the Court-appointed receiver of the Debtor to the issuance of a Bankruptcy Order in respect of the Debtor, and upon hearing submissions of counsel for CIBC and such other parties as were present, and it appearing to the Court that the following act of bankruptcy has been committed:

- (a) that the Debtor ceased to meet its liabilities generally as they became due, in that it has failed to pay its obligations to the applicant creditor CIBC;

- 2 -

1. **THIS COURT ORDERS** that the Debtor be adjudged bankrupt, and a bankruptcy order is hereby made against the Debtor on this date.
2. **THIS COURT ORDERS** that GTL, of the City of Toronto in the Province of Ontario, be appointed as trustee of the estate of the bankrupt Debtor.
3. **THIS COURT ORDERS** that the trustee give security in an amount to be fixed by the Official Receiver pursuant to subsection 16(1) of the *Bankruptcy and Insolvency Act* (Canada).
4. **THIS COURT ORDERS** that the costs of the applicant CIBC be paid out of the assets of the estate of the bankrupt Debtor on taxation thereof.



TO: 1299746 Ontario Inc. o/a
 CompuQuest2000, the debtor
 1935 Silicone Drive
 Pickering, ON L1W 3V7

TAKE NOTICE that Gary Wayne Bodimeade, President of the bankrupt named herein, is required, pursuant to section 159 of the *Bankruptcy and Insolvency Act*, to attend at the office of the Official Receiver, at 25 St. Clair Avenue West, Toronto on _____, 2015, at _____ [a.m.][p.m.] [o'clock in the _____ noon], there to answer such questions with respect to the conduct of the bankrupt corporation, the causes of its bankruptcy and the disposition of its property as may be put by the Official Receiver, and take notice that if you fail to present yourself for examination, the court may by warrant cause you to be apprehended and brought up for examination and may order you to be imprisoned for a term not exceeding three years.

DATED at Toronto this _____ day of _____, 2015.

 Official Receiver

District of Ontario
 Division No. 09 - Toronto
 Court No. 31-OR-208155-T
 Estate No. 31-458130

ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST
 IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE
 BANKRUPTCY OF
 1299746 ONTARIO INC o/a
 COMPUQUEST2000
 of the City of Pickering, in the Region
 of Durham, in the Province of Ontario

BANKRUPTCY ORDER

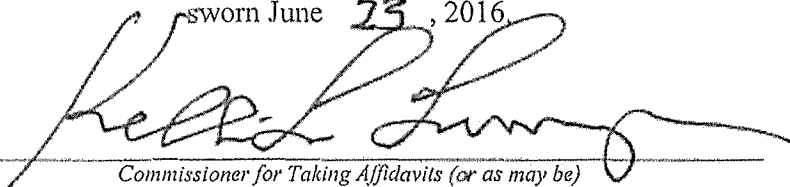
AIRD & BERLIS LLP
 Barristers and Solicitors
 Suite 1800, Box 754
 181 Bay Street
 Toronto, ON M5J 2T9

Steven L. Graff (LSUC # 31871V)
 Miranda Spence (LSUC # 60621M)

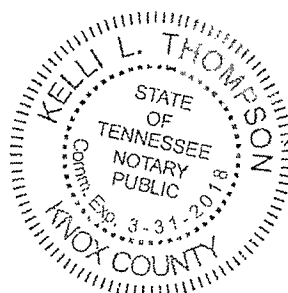
Tel: 416.863.1500
 Fax: 416.863.1515

*Lawyers for Canadian Imperial Bank of
 Commerce*

This is Exhibit "H"
referred to in the
Affidavit of Dean Salem,
sworn June 23, 2016.



Commissioner for Taking Affidavits (or as may be)

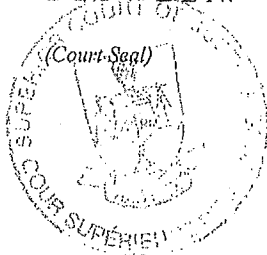


Court File No.

CV-16-555 283

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:



DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

NOTICE OF APPLICATION

TO THE RESPONDENT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing on August 9, 2016, at 10:00 a.m., at 393 University Avenue, 10th Floor, Toronto ON M5G 1E6.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO

- 2 -

OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID
MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date June 22/2014 Issued by Ashley Miller
Local Registrar

Address of 393 University Avenue, 10th Floor
court office: Toronto ON M5G 1E6

TO: Aimee Bodimeade
7472 Ashburn Road
Whitby, ON
L1M 2E8

- 3 -

APPLICATION

1. The Applicants, Dean Salem and Norris Technologies LLC, makes an Application for:
 - (a) A Declaration that the Applicants maintain an interest in the property municipally known as 7472 Ashburn Road, Whitby, Ontario L1M 2E8, legally described as follows:

PIN 26578-0082 LT

PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY (the "Property")
 - (b) An Order directing the Registrar of Land Titles to permit the Applicants to register a charge/mortgage bearing standard charge terms 200033, in the amount of \$1,000,000 on title to the Property;
 - (c) In the alternative to paragraph 1(b) above, an Order directing the Respondent, Aimee Bodimeade, to execute the documents required in order to enable the Applicants to register a charge/mortgage, bearing standard charge terms 200033, in the amount of \$1,000,000, on title to the Property;
 - (d) the costs of this proceeding, plus all applicable taxes; and
 - (e) Such further and other Relief as to this Honourable Court may seem just.
2. The grounds for the Application are:

- 4 -

- (a) In January 2011, the Applicants agreed to provide a revolving line of credit to the Respondent, her then husband Gary Bodimeade and 1299746 Inc. o/a Compuquest 2000 ("Compuquest") in cash and equipment in an amount up to \$1,500,000.
- (b) On March 3, 2015, the Respondent executed an agreement dated December 31, 2016, with her counsel Andrea Robertson as notary, in consideration for the continued provision of the revolving line of credit, wherein she agreed to pledge collateral as security for the revolving line of credit.
- (c) Pursuant to the agreement, the Respondent and Compuquest agreed to pay to the Applicants, all outstanding balances on the revolving line of credit, payable on demand no later than December 31, 2016. The Respondent and Compuquest further agreed to secure their obligation to pay the revolving line of credit with any and all equity available in certain personal property and real property owned by the Respondent and Compuquest.
- (d) In the agreement, the Respondent and Compuquest agreed to, at their expense, legally formalize in Canada the Applicants in the 2nd secured position on all properties and assets.
- (e) The Property was listed in the agreement as one of the properties over which the Respondent would grant the Applicants a collateral mortgage.

- 5 -

- (f) On or about May 9, 2016, Mr. Salem sent Gary Bodimeade the documents that needed to be executed by the Respondent in order to register the collateral mortgage. Mr. Bodimeade provided the documents to the Respondent
 - (g) On May 16, 2016, Mr. Salem received an email from Andrea Robertson, counsel for the Respondent, asking for documentation demonstrating the outstanding amounts owing to the Applicants up to April 28, 2016, the date Compuquest ceased operations.
 - (h) On May 17, 2016, Mr. Salem responded to Ms. Robertson advising that Mr. Bodimeade had already provided the Respondent with the documents needed to register the collateral mortgage and advised that the total amount owing on the revolving line of credit as at that date was \$803,585.49, and that no additional advances had been made.
 - (i) Nothing has been heard from the Respondent or her counsel since Mr. Salem's May 17, 2016 email.
 - (j) Rule 14.05 of the *Rules of Civil Procedure*; and
 - (k) Such further and other grounds as the lawyers may advise.
3. The following documentary evidence will be used at the hearing of the Application:
- (a) The affidavit of Dean Salem, to be sworn, and the exhibits attached thereto;
 - (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

- 6 -

June 22, 2016

FOGLER, RUBINOFF LLP

Lawyers

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TD Centre North Tower

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Lawyers for the Applicants

DEAN SALEM and NORRIS TECHNOLOGIES LLC
Applicants

-and- AIMEE BODIMEADE
Respondent

Court File No. CV-16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

FOGLER, RUBINOFF LLP
Lawyers
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Suite 3000, P.O. Box 95
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Lawyers for the Applicants

TAB 3

Court File No. CV16-555283

**ONTARIO
SUPERIOR COURT OF JUSTICE**

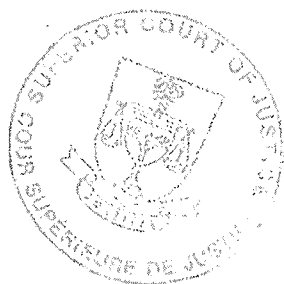
MASTER

Master T. R. Hawkins

)

)

)

THURSDAY, THE 30TH**DAY OF JUNE, 2016****BETWEEN:***(Court Seal)***DEAN SALEM and NORRIS TECHNOLOGIES LLC**

Applicants

and

AIMEE BODIMEADE

Respondent

ORDER

THIS MOTION, made by the Applicants, without notice, for an Order of this Court permitting the issuance of a certificate of pending litigation, was made this day at Toronto, Ontario.

ON READING the Affidavit of Dean Salem, and the Exhibits attached thereto, sworn June 23, 2016, filed, and the Affidavit of Nivia Gomes, sworn June 29, 2016 and upon hearing submissions of counsel for the Plaintiff.

1. THIS COURT ORDERS that a Certificate of Pending Litigation be issued forthwith against title to the lands legally described as follows:

PIN 26578-0082 LT

PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS
IN D144416; TOWN OF WHITBY

Municipally known as 7472 Ashburn Road, Whitby, Ontario L1M 2E8;

2. THIS COURT FURTHER ORDERS that the Plaintiff shall serve the Respondent, Aimee
Bodimeade, with a copy of this Order, forthwith.

J. R. Hawkins M

Master T. R. Hawkins

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

JUN 30 2016

PER / PAR: *[Signature]*

DEAN SALEM et al.
Applicants

-and- AIMEE BODIMEADE
Respondent

Court File No. CV16-555283

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

ORDER

FOGLER, RUBINOFF LLP

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Toronto, ON M5K 1G8

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Fax: 416.941.8852

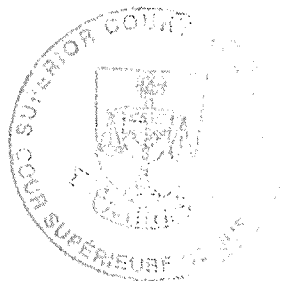
Lawyers for the Applicants

TAB 4

Court File No. CV16-555283

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

(Court Seal)**DEAN SALEM and NORRIS TECHNOLOGIES LLC**

Applicants

and

AIMEE BODIMEADE

Respondent

CERTIFICATE OF PENDING LITIGATION

I CERTIFY that in this proceeding an interest in the following land is in question:

Legal Description: PIN 26578-0082 LT

PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS
IN D144416; TOWN OF WHITBY

Municipally known as 7472 Ashburn Road, Whitby, Ontario L1M 2E8.

This Certificate is issued under an Order of the Court made on Thursday, June 30, 2016.

A handwritten signature in black ink, appearing to read "M. J. [unclear]", is written over a horizontal line. Below the line, the words "Local Registrar" are printed.

Address of Court Office:
393 University Avenue / 10706
Toronto, Ontario

DEAN SALEM et al.
Applicants

-and- AIMEE BODIMEADE
Respondent

Court File No. CV16-555283

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

CERTIFICATE OF PENDING LITIGATION

FOGLER, RUBINOFF LLP

Lawyers

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Lawyers for the Applicants

DEAN SALEM et al.
Applicants

-and- AIMEE BODIMEADE
Respondent

Court File No. CV-16-555283

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

APPLICATION RECORD

FOGLER, RUBINOFF LLP

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Lawyers for the Applicants

Court File No.

CV-16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

DEAN SALEM and NORRIS TECHNOLOGIES, LLC

Applicants

and

AIMEE BODIMEADE

Respondent

SUPPLEMENTARY APPLICATION RECORD

July 29, 2016

FOGLER, RUBINOFF LLP

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

TD Centre North Tower

Toronto, ON M5K 1G8

David W. Levangie (LSUC# 57180I)

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Tel: 416.864.7603

Fax: 416.941.8852

Lawyers for the Applicants

TO:

AIMEE BODIMEADE

7472 Ashburn Road

Whitby ON L1M 2E8

Respondent

Court File No.

CV-16-555283

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

DEAN SALEM and NORRIS TECHNOLOGIES, LLC

Applicants

and

AIMEE BODIMEADE

Respondent

INDEX

Tab	Document	Page No.
1	Affidavit of Dean Salem, sworn July 28, 2016	1
A	Exhibit "A" — Spreadsheet, setting out amounts owed by Mr. Bodimeade and Compuquest and guaranteed by Respondent Aimee Bodimeade	3

TAB 1

Court File No. CV16-555283

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

(Court Seal)

DEAN SALEM and NORRIS TECHNOLOGIES LLC

Applicants

and

AIMEE BODIMEADE

Respondent

AFFIDAVIT OF DEAN SALEM

I, Dean Salem, of the County of Campbell, in the State of Tennessee in the United States of America, MAKE OATH AND SAY:

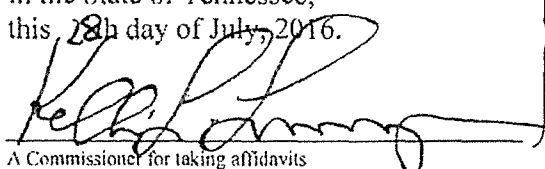
1. I am the personal Applicant in this application and therefore have knowledge of the matters hereinafter deposed. To the extent that I refer to any information that is not within my personal knowledge, I have stated the source of the information and verily believe such information to be true.

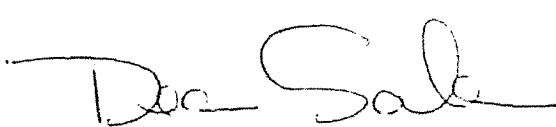
2. At paragraph 13 of my affidavit sworn June 23, 2016, I indicate that the total amount owing on the revolving line of credit is \$803,585.49 as at May 17, 2016. I should clarify that these figures are in US dollars. The balance owing as of the date of this affidavit remains the same. I have also attached a spreadsheet setting out the breakdown of the \$803,585.49 owed by Mr. Bodimeade and Compuquest, which amount was guaranteed by the Respondent, Aimee Bodimeade. Attached hereto and marked as **Exhibit "A"** is a copy of the spreadsheet setting out the amounts owed by Mr. Bodimeade and Compuquest and guaranteed by the Respondent Aimee Bodimeade.

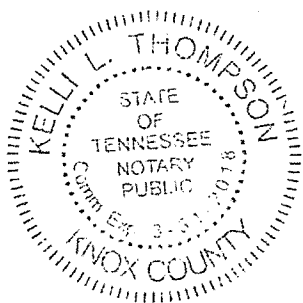
-2-

3. I therefore make this affidavit in support of the relief set out in the Applicants' Notice of Motion dated June 28, 2012, and for no other or improper purpose or motive.

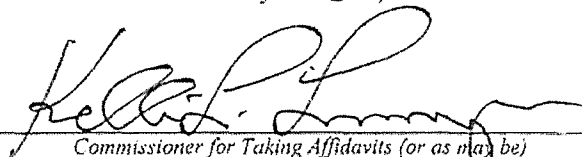
SWORN before me at the
County of Campbell,
in the State of Tennessee,
this 28th day of July, 2016.


A Commissioner for taking affidavits


DEAN SALEM



This is Exhibit "A"
referred to in the
Affidavit of Dean Salem,
sworn July 28, 2016.



Commissioner for Taking Affidavits (or as may be)



<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

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
1/22/2014	6724	11984		73,130.00	73,130.00	0.00	WIRE 01-24-14	Y	Dell US WS	
2/4/2014	6752	12035	910106	28,719.23	28,719.23	0.00	AMEX 03-04-14	Y	Dell Canada PCs	
2/7/2014	6758	12042	910097	65,931.65	65,931.65	0.00	WIRE 02-13-14	Y	IT Source KS	
2/12/2014	6764	12055	910107	36,328.10	36,328.10	0.00	AMEX 02-24-14	Y	Dell US PC's	
2/26/2014	6770	12087	910105	39,819.80	39,819.80	0.00	3026 / 02-26-14	Y	HPFS AVAILABLE WS 2-14-2014	
2/26/2014	6779	12086	910109	61,285.00	61,285.00	0.00	3027 / 02-27-14	Y	HPFS Available DTs 2-19-2014	
2/26/2014	6785	12085	910110	45,062.50	45,062.50	0.00	3026 / 02-26-14	Y	Dell US Workstations	
2/27/2014	6793	12091	910112, 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 Atl	
4/17/2014	6777	12211		23,340.00		230,241.00			240 PC's	
4/17/2014	6912, 6912A	12212		89,450.35		319,691.35			Dell US - DT's & WKS	
4/22/2014		12179			99,960.00	219,731.35	Wire / 04-22			
4/23/2014	6923	12231		54,354.13		274,085.48			Dell CA - DT, NB	
4/24/2014		12212			87,300.00	186,785.48	Amex (\$90K - 3%)	Y		
4/23/2014		12179			22,980.00	163,805.48	Wire / 04-23	Y		
4/29/2014		12231			52,771.00	111,034.48	CC Pmt to Dell CA	Y		
4/30/2014	6950	12270		26,626.50		137,660.98			HP MX-EOL-3643 NB (\$24,815 + 3% Norris + 4.3% Ship)	
4/30/2014	6950	12270		23,219.72		160,880.70			HP MX-EOL-3639 WS (\$21,640 + 3% Norris + 4.3% Ship)	
5/1/2014	6937	12252		29,150.00		190,030.70			Mixed PC - ATL	
5/6/2014	6941	12259		130,037.50		320,068.20			Dell US - C lots	
5/9/2014					99,960.00	220,108.20	Wire / 05-07			
5/7/2014					0.00	220,108.20	3054 / 05-07-14	N	83974.48 STOP PAY	
5/7/2014	6950	12270		24,057.00		244,165.20			HP MX-EOL-3653 DT (22,420.00 + 3% Norris + 4.3% Ship)	
5/8/2014	6951	12272		151,683.00		395,848.20			HPFS LT-5168 NB (147,265.00 + 3% Norris)	
5/14/2014					64,980.00	330,868.20	Wire / 05-14-14	Y		
5/19/2014	6965	12292		59,750.00		390,618.20			Dell Global Outlet Latitude 10 Tablets (478 x \$125)	
5/20/2014	6968	12294		15,192.50		405,810.70			MISC PC's - ATL	
5/21/2014	6972	12298	22050	23,598.15		429,408.85			MISC PC's - CO	
5/21/2014					159,980.00	269,428.85	Wire / 05-21-14	Y		
5/22/2014	6975	12299		90,073.50		359,502.35			Dell US DT's	
5/22/2014	6976	12302		191,849.00		551,351.35			HPFS LT-5180 NBs 1056 Units	
5/22/2014	6955	12303		86,716.50		638,067.85			HP Refurb 409 Units	
5/27/2014					99,980.00	538,087.85	Wire / to BB&T	Y		
5/27/2014					29,980.00	508,107.85	Wire / to BB&T	Y		
5/29/2014					99,980.00	408,127.85	Wire / to BB&T	Y		
5/29/2014	6980	12307	910148	101,571.00		509,698.85			MISC PC's - ATL	
5/30/2014	6989	12321	910146	82,915.00		592,613.85			HPFS LT-5192 DT	
6/3/2014	7000	12336	910154	97,850.00		690,463.85			HPFS LT-5195 DT	
6/4/2014					149,940.00	540,523.85	Wire / to BB&T	Y		
6/6/2014			910153	82,915.00		457,608.85	C2K Ck # 3083 to BBT	Y		
6/6/2014					97,850.00	359,758.85	C2K Ck # 3055 to Chase	Y	cleared 6/19/14	

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
6/9/2014					90,358.85	269,400.00	Amex (Gary) - 3%	Y	Total charge - \$93,069.62	
6/10/2014	6984	12350		8,000.00		277,400.00			SATA HDD's	
6/10/2014	7006	12347		265,536.00		542,936.00			Dell US NB & DT	
6/11/2014					48,500.00	494,436.00	Amex (Gary) - 3%	Y	Total charge - \$50,000.00	
6/11/2014	7013	12357	910155	187,022.00		681,458.00			HPFS LT-5210 DT, LT-5211 DT	
6/12/2014					98,650.00	582,808.00	C2K Ck # 3087 to BBT	Y		
6/12/2014					98,650.00	484,158.00	C2K Ck # 3056 to Chase	Y	cleared 6/18/14	
6/12/2014					38,800.00	445,358.00	Amex (CDI) - 3%	Y	Total charge - \$40,000.00	
6/17/2014					101,571.00	343,787.00	C2K Ck # 3089 to BBT	Y		
6/18/2014					94,572.00	249,215.00	C2K Ck # 3057 to Chase	Y		
6/25/2014					104,251.00	144,964.00	C2K Ck # 3134 to BBT	Y		
6/23/2014	6904A	12367		15,900.00		160,864.00			MISC LAPTOPS	6/24/2014
6/30/2014	6940, 6948D	12389		12,000.00		172,864.00			Dell LCDs	7/3/2014
7/2/2014	7034	12396		8,000.00		180,864.00			Z400s	7/2/2014
7/2/2014	7042	12397		58,710.00		239,574.00			HP LT-5236 DT 801pcs	7/3/2014
7/2/2014	7027	12398		6,500.00		246,074.00			160GB's from Dallas	7/8/2014
7/2/2014	7043	12400		91,320.00		337,394.00			MISC PC's - ATL	7/11/2014
7/7/2014					94,610.00	242,784.00	C2K Ck # 3136 to BBT	Y		
7/8/2014					72,750.00	170,034.00	Amex (Gary) - 3%	Y	Total charge - \$75,000.00	
7/9/2014	7049	12417		320,000.00		490,034.00			Dell US NB & DT	7/10/2014
7/9/2014					174,578.00	315,456.00	C2K Ck # 3138 to BBT	Y		
7/11/2014	7056	12425		117,042.00		432,498.00			HP Refurbs 512 Units	
7/11/2014	7057	12426		136,475.00		568,973.00			HPFS LT-5241A-I DKT_ACC	7/14/2014
7/16/2014					91,320.00	477,653.00	C2K Ck # 3139 to BBT	Y		
7/17/2014					136,475.00	341,178.00	C2K Ck # 3142 to BBT	Y	Check #'s 3091 to 3096 - VOID - Printer Error	
7/22/2014					59,750.00	281,428.00	C2K Ck # 3058 to Chase	N	To pay for the Lat 10's - Deposited in Dallas	Bounce - Wired
7/22/2014		12439		7,000.00		288,428.00			250GB HDD's	
7/25/2014	7076	12449		41,250.00		329,678.00			Dell US - 600 PC's	
7/28/2014					102,250.00	227,428.00	C2K Ck # 3144 to Suntrust	Y	Transferred from Dean's checking to NT checking in BB&T	
7/29/2014					102,750.00	124,678.00	C2K Ck # 3145 to BBT	Y		
7/29/2014	7084	12458		103,000.00		227,678.00			HPFS LT-5261 NB - 600 Notebooks	
8/5/2014					227,678.00	0.00	C2K Ck # 3147 to BBT	Y		
8/5/2014	7096	12464		22,700.00		22,700.00			Misc PC ATL 191 units	8/5/2014
8/6/2014	7102	12493	910192	215,209.00		237,909.00			HP LT-5277 DKT 2,866 units	8/8/2014
8/7/2014					87,290.30	150,618.70	Amex (Gary) - 3%	Y	Total charge - \$89,990.00	
8/8/2014					88,003.25	62,615.45	Amex (Gary) - 3%	Y	Total charge - \$90,725.00	
8/12/2014	7107	12506		12,240.00		74,855.45			102- GX 780s, 84-C2D-3.06/4GB/500, 18-C2D-3.06/4GB/320	
8/15/2014					62,615.45	12,240.00	C2K Ck # 3149 to BBT	Y		
8/15/2014	7111	12522	910189	91,075.00		103,315.00			HPFS LT-5296 DT 1413 units _MISC	8/20/2014
8/26/2014	7119	12537	910190	212,000.00		315,315.00			LT-5310 NB, 1,240 pcs Notebooks	8/26/2014
8/26/2014					212,000.00	103,315.00	C2K Ck # 3153 to BBT	Y		
8/27/2014	7131	12554	910191	193,000.00		296,315.00			Dell US truck - DT / NB	
9/9/2014					111,750.00	184,565.00	C2K Ck # 3172 to BBT	Y		
9/10/2014	7150	12578		220,250.00		404,815.00			Dell US truck - DT / NB	
9/10/2014					103,474.75	301,340.25	Amex (Gary) - 3%	Y	Total Charge - \$106,675.00	
9/10/2014					83,088.26	218,251.99	Amex (Gary) - 3%	Y	Total Charge - \$85,658.00	
9/10/2014	7158	12589		90,000.00		308,251.99			HPFS LT-5339-WS, LT-5340-DT/MISC	
9/10/2014					220,250.00	88,001.99	C2K Ck # 3175 to BBT	Y		

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
9/11/2014	7162	12599		74,475.00		162,476.99			Towers ATL	
9/17/2014	7169	12611		147,695.00		310,171.99			HPFS LT-5360 DT/MISC, LT-5372 DT/MISC	
9/26/2014					144,745.00	165,426.99	C2K Ck # 3179 to BBT			
9/26/2014	7187	12635		89,090.00		254,516.99			HPFS LT-5385 DT, LT-5387 MISC	
10/1/2014					89,090.00	165,426.99	C2K Ck # 3182 to BBT	Y		
10/6/2014	7204	12661	910202	256,200.00		421,626.99			HPFS LT-5390WS, LT-5395DT, LT-5399NB	
10/6/2014	7205	12662	910201	92,307.00		513,933.99			HPFS EOL-3692 DT_LCD MEX	11/20/2014
10/7/2014					180,000.00	333,933.99	C2K Ck # 3227 to BBT	Y		
10/9/2014					72,750.00	261,183.99	Amex (Gary) - 3%		Total charge - \$75,000.00	
10/9/2014					96,688.63	164,495.36	Amex (Gary) - 3%		Total charge - \$99,679.00	
10/10/2014	7207	12670	910205	140,500.00		304,995.36			HPFS LT-5408DT, LT-5411WS	10/15/2014
10/13/2014	7212	12681	910206	195,250.00		500,245.36			Dell US 912 NB, 630 DT	10/15/2014
10/17/2014	7218	12694		75,556.00		575,801.36			Dell CA - 270DT, 360NB	10/21/2014
10/20/2014	7225	12703		139,716.25		715,517.61			HPFS LT-5427 DT (1,692), LT-5421 WS (113)	10/22/2014
10/20/2014					392,748.36	322,769.25	C2K Ck # 3215 to BBT	Y		
10/22/2014	7233	12720		138,056.00		460,825.25			HPFS LT-5436DT, AIO, WS 1,926 units	10/27/2014
10/28/2014					139,716.25	321,109.00	C2K Ck # 3219 to BBT	Y		
10/30/2014	7242	12774		105,977.00		427,086.00			HPFS LT-5455 DT, AIO, WS - 1,572 Units	10/31/2014
11/6/2014	Stock	12740		2,244.00		429,330.00			187-160GB 2.5"	11/20/2014
11/6/2014	Stock	12744		7,000.00		436,330.00			1,000-80GB SATA	11/20/2014
11/7/2014				89,500.00		525,830.00		Y	Chase NT Ck 2601	
11/7/2014					87,677.33	438,152.67	Amex (Gary) - 3%	Y	Total charge - \$90,389.00	
11/14/2014	7252	12754		11,215.00		449,367.67			1,689- Desktop 1GB 5300, 554- Desktop 1GB 6400	11/20/2014
11/17/2014	STOCK	12760		25,876.00		475,243.67			173 - DC5800 MT, 115 - Misc Laptops	11/20/2014
12/2/2014					475,243.67	0.00	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP	
12/3/2014	7272	12793		81,000.00		81,000.00			Dell Canada - 330-DT, 270-NB	11/21/2014
12/3/2014	7286	12794*		106,745.00		187,745.00			HPFS LT-5497, Lot of 1,665 DT's, LT-5388 - 1 HALO B2B4	12/3/2014
12/4/2014	7291	12798*		72,038.20		259,783.20			Dell US lot - 30 LCDs, 851 DTs	
12/8/2014					82,450.00	177,333.20			Total charge - \$85,000.00	
12/12/2014	7296			863.50		178,196.70			HST Return for Dell Canada Monitor Lot - NT Ck 2620	
12/12/2014	Various	12799*		38,455.00		216,651.70			Mixed PC lot	12/12/2014
12/16/2014	7302	12834*	100109	133,500.00		350,151.70			LT-5220A - 1,980 DT, LT-5220B - 41 AIO	
12/16/2014	7303	12835*	100113	181,300.00		531,451.70			LT-52526 - 351 Apple NB	
12/16/2014	7304	12836*		85,078.00		616,529.70			LT-5531 A to E, 1,380 DTs, 97 MISC	
12/18/2014		12848*		967.50		617,497.20			MISC RAM	
12/19/2014		12851*		9,348.00		626,845.20			80GB SATA	\$18,805 Interest on \$626,845.20
1/6/2015		12878*		99,090.00		725,935.20			MISC NB's - 592 Units - Was \$94,855 - Gary Added	
1/6/2015					99,980.00	625,955.20	Wire to BB&T NT Op Acct			
1/7/2015					99,960.00	525,995.20	Wire to BB&T NT Op Acct			
1/12/2015					161,505.00	364,490.20	Amex (Gary) - 3%		Total charge - \$166,500.00	
1/14/2015	7330	12893*		113,300.00		477,790.20			LT-5539 - Lot of 1,813 DT	
1/15/2015	7334	12903*		260,825.00		738,615.20			Dell US USED OFF LEASE LOT - 490 - DT, 1152 - NB	
1/20/2015					174,960.00	563,655.20	Wire to BB&T NT Op Acct			
1/26/2015	7351	12933*		36,050.00		599,705.20			LT-5555, 243 WS	
1/26/2015	7352	12933*		113,300.00		713,005.20			LT-5662, 1,771 DT / MISC	
1/28/2015					59,980.00	653,025.20	Wire to BB&T NT Op Acct			
1/28/2015					39,980.00	613,045.20	Wire to BB&T NT Op Acct			
2/6/2015					97,000.00	516,045.20	Amex (Gary) - 3%		Total charge - \$100,000.00	

<u>Date</u>	<u>NT PO</u>	<u>NT SO</u>	<u>C2K PO</u>	<u>Sale</u>	<u>Pmt</u>	<u>Balance</u>	<u>PD V/A</u>	<u>Cleared</u>	<u>Description</u>	<u>Shipped</u>
2/8/2015					103,790.00	412,255.20	Amex (Gary) - 3%		Total charge - \$107,000.00	
2/10/2015	7374	12974*		145,521.00		557,776.20			LT-5576 - 1,480 DT, LT-5580 - 503 TC	
2/13/2015					124,980.00	432,796.20	Wire to BB&T NT Op Acct			
2/17/2015	7384	12987*		263,903.50		696,699.70			Dell US 720DT, 1008NB	
2/17/2015	7386	12989*		252,505.00		949,204.70			LT-5591 - 1,368DT, LT-5593 - 31NB, LT-5598 - 1,890DT	
2/17/2015	7371	12996*		77,277.00		1,026,481.70			Dell CA DT, NB, WS	
2/17/2015					77,257.00	949,224.70	Wire to BB&T NT Op Acct			
2/18/2015					34,000.00	915,224.70	Wire to BB&T NT Op Acct			
2/18/2015					260,000.00	655,224.70	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP	
2/20/2015					100,000.00	555,224.70	Wire to BB&T NT Op Acct			
2/24/2015					99,980.00	455,244.70	Wire to BB&T NT Op Acct			
3/6/2015	7410	13044*		218,360.00		673,604.70			LT-5609 DT/MISC, 1,577 units, LT-5623 DT/MISC, 1,694 units	
3/9/2015	7411	13045*		108,150.00		781,754.70			LT-5629 DT, 1,881 units	
3/10/2015					282,368.94	499,385.76	Amex (Gary) - 3%		Total charge - \$291,102.00	
3/11/2015					99,992.00	399,393.76	Wire to BB&T NT Op Acct			
3/13/2015					399,393.76	0.00	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP 3/23/15	
3/23/2015	7391	13085*		195,003.72		195,003.72			HPFS Mexico 3,193DT, 640NB, 220WS	YES
3/23/2015	7432	13086*		123,450.00		318,453.72			HPFS LTS644 210WS, LT5648 88WS, LT5634 1,278DT	
3/23/2015	7431	13084*		-2,400.00		316,053.72			Product bought from C2K, sold to HPFS PO PN-004204	
3/23/2015	MULTI	13066*		39,773.52		355,827.24			DT's from Mike in Dallas	
3/26/2015	7442	13096*	100134	89,280.00		445,107.24			576 HP 8100, 3GB Ram, 160GB HD - NO CD, Win 7 COA	
3/31/2015	7449	13111*	100136	80,250.00		525,357.24			Dell US - 1,020 desktops	
3/31/2015	STOCK	13113*		12,012.00		537,369.24			344-250GB, 1200-160GB HDDs	
4/1/2015	7453	13116*		143,170.00		680,539.24			LT5675 - 115WS, LT5681DT - 1,472 DT	
4/3/2015					123,450.00	557,089.24	Deposit Comerica - moved to BB&T NT Op 4/8/15			
4/6/2015					99,992.00	457,097.24	Wire to BB&T NT Op Acct			
4/7/2015	7462	13130*	100141	124,630.00		581,727.24			LT-5686 DT - qty 1,393	
4/8/2015	STOCK	13132*		6,000.00		587,727.24			1,000 - 160GB SATA	
4/8/2015	7466	13133*		44,500.00		632,227.24			WS lot from Mike in Dallas	
4/13/2015					252,257.23	379,970.01	Amex (Gary) - 3%		Total charge - \$260,059.00	
4/14/2015	7474	13143*		141,110.00		521,080.01			LT5696 DT 1,846, LT5688 WS 161	
4/14/2015	7475	13144*		47,615.37		568,695.38			Dell CA 240DT, 90PC, 60WS, 8Storage	
4/20/2015	STOCK	13158*		17,780.00		586,475.38			2000 - 160GB, 1445 - 120GB	
4/27/2015					209,723.00	376,752.38	Deposit Comerica - moved to BB&T NT Op 4/27/15			
4/24/2015	7496	13180*		87,550.00		464,302.38			LT-5718 - 1508 used off lease Desktops	
4/29/2015	7392 / 7503	13189*		26,690.00		490,992.38			Dell 760_780	
5/15/2015					229,493.13	261,499.25	Amex (Gary) - 3%		Total charge - \$236,590.86	
5/18/2015	7543	13245*		145,088.89		406,588.14			LT-5757 1870 Used off lease desktops	
5/20/2015	7549	13357*		226,122.08		632,710.22			LT-5764 2300 Used off Lease Desktops	
5/21/2015	7551	13359*		39,385.00		672,095.22			233 Dell Opti 390, HDDs - DFW	YES
5/28/2015	7565	13376*		162,500.00		834,595.22			Dell US DT/NB lot	YES
6/4/2015	7566	13377*		101,606.41		936,201.63			LT - 5783 1642 Used off lease Desktops	YES
6/4/2015					25,000.00	911,201.63	Deposit Chase			
6/9/2015					50,000.00	861,201.63	Deposit Chase			
6/10/2015	7579	13392*		43,200.00		904,401.63			288 - 8100-3GB/160GB/No CD/Win7COA	
6/11/2015	7520	13395*		40,000.00		944,401.63			Lockheed NB_DT Lot	
6/11/2015					258,138.41	686,263.22	Amex (Gary) - 3%		Total charge - \$266,122.08	
6/11/2015					170,000.00	516,263.22	Wire to BB&T NT Op Acct			

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

<u>Date</u>	<u>NT PO</u>	<u>NT SO</u>	<u>C2K PO</u>	<u>Sale</u>	<u>Pmt</u>	<u>Balance</u>	<u>PD VIA</u>	<u>Cleared</u>	<u>Description</u>	<u>Shipped</u>
10/13/2015	7805	13724*	100196	212,215.00		1,405,991.85			LT-6029, 1,657 NB's	10/19/2015
10/13/2015					287,120.00	1,118,871.85	Amex (Gary) - 3%		Total charge - \$296,000.00	
10/14/2015	7808	13733*		17,160.00		1,136,031.85			130 - 790SFF - PA	
10/19/2015					350,000.00	786,031.85	Wire to BB&T NT Op Acct			
10/26/2015	7821	13763*	100198	95,790.00		881,821.85			LT-6062 1,651 DT's	10/26/2015
10/26/2015	7822	13762*	100199	5,950.00		887,771.85			LT-6043 238 TC's	10/26/2015
10/26/2015	7827	13760*		123,987.00		1,011,758.85			Dell US 1,110 DT's	10/27/2015
11/2/2015					300,000.00	711,758.85				
11/10/2015	Stock	13821*		25,950.00		737,708.85			167 - Misc DT's - DFW	
11/13/2015	7862	13856*	100201	74,160.00		811,868.85			LT-6077, 1,588 DT's	
11/13/2015	7864	13855*	100200	1,175.00		813,043.85			235 KBM's	
11/13/2015	7863					813,043.85			AC adapters Sort and settle	
11/17/2015					286,150.00	526,893.85	Amex (Gary) - 3%		Total charge - \$295,000.00	
11/20/2015	7883	13858*		19,280.00		546,173.85			216 - 8100, 400 - 250GBs - ATL	
11/20/2015	7887	13862*		141,446.00		687,619.85			1,050 - DTs - Dell US	
11/20/2015	7888	13863*		33,860.00		721,479.85			MOGA	
11/23/2015	7890	13870*		80,810.00		802,289.85			1,618 DT's - OH	
11/24/2015	7433	13874*		2,750.00		805,039.85			550 - HP KBM	
11/30/2015					33,860.00	771,179.85	Deposit Chase NT Op		Pmt for MOGA - SO 13863	
12/4/2015					211,000.00	560,179.85	Wire to BB&T NT Op Acct			
12/8/2015	7915	13917*		226,558.00		786,737.85			LT-6144, 1,926 DT's	12/15/2015
12/9/2015	7918	13920*		258,000.00		1,044,737.85			LT-6145, 1,642 DT's	12/16/2015
12/9/2016	7920	13921*		21,570.00		1,066,307.85			892 HP PC and LCD	
12/11/2015	7928	13932*		145,975.50		1,212,283.35			1,110 DT's - Dell US	12/14/2015
12/11/2015	7931	13934*		158,474.00		1,370,757.35			1,329 DT's - ATL	12/14/2015
12/11/2015					172,660.00	1,198,097.35	Amex (Gary) - 3%		Total charge - \$178,000.00	
12/14/2015						1,198,097.35	Amex (Gary) - 3%		Total charge - \$129,000.00 - REVERSED 12/30/15	
12/18/2015					250,000.00	948,097.35	Wire to Chase NT Op Acct			
12/21/2015	7949	13963*		43,200.00		991,297.35			540 - HP8100, 5 - HP8100 - ATL	
1/4/2016	7863	13979*		7,500.00		998,797.35			2500 - AC Adapters	
1/12/2015					400,000.00	598,797.35	Wire to Chase NT Op Acct			
1/12/2016	7995	14015*		77,868.00		676,665.35			LT-6193 1,037 DTs	
1/13/2016		14024*		59,820.00		736,485.35			1,039 DTs NT S-S Stock	
1/15/2016					273,137.45	463,347.90	Amex (Gary) - 3%		Total charge - \$281,585.00	
1/15/2016	8006	14035*		153,499.50		616,847.40			1,230 DTs - Dell US	
1/22/2016	8027	14078*		262,650.00		879,497.40			LT-6244, 1,867 DT's	
1/26/2016	8033	14083*		67,730.00		947,227.40			444 mixed PC...\$28500, and 265-6200T...\$135/	
1/27/2016					250,000.00	697,227.40	Wire to Chase NT Op Acct			
2/10/2016	8063	14151*		25,920.00		723,147.40			324 - HP8100	
2/11/2016	8066	14156*		16,560.00		739,707.40			170 - Misc Laptop	
2/17/2016					195,000.00	544,707.40	Wire to BB&T NT Op Acct			
2/17/2016					295,850.00	248,857.40	Amex (Gary) - 3%		Total charge - \$305,000.00	
2/18/2016	8077	14174*		176,130.00		424,987.40			LT-6283 1,553 DTs	
2/18/2016	8083	14179*		135,000.00		559,987.40			Dell US 1,020 DTs	
2/19/2016	8086	14184*		13,845.18		573,832.58			77 Dell 7010SFF, 15-3200, 4GB, No HDD, DVD, Win7	
2/22/2016	8091	14192*		66,400.00		640,232.58			778- PC's - Atl	
2/24/2016	8097	14205*		77,000.00		717,232.58			2,613 DT Mixed	
3/11/2016	8132	14270		228,000.00		945,232.58			LT-6324 1,816 DT's	

<u>Date</u>	<u>NT PO</u>	<u>NT SO</u>	<u>C2K PO</u>	<u>Sale</u>	<u>Pmt</u>	<u>Balance</u>	<u>PD VIA</u>	<u>Cleared</u>	<u>Description</u>	<u>Shipped</u>
3/22/2016	8165	14302		120,000.00		1,065,232.58			LT-6349 1,420 DT's	
3/22/2016					70,000.00	995,232.58	Wire to Comerica NCP acct			
3/23/2016	8169				14,847.09	980,385.49			C2K Inv 710047 - Memory/CPU's	
3/25/2016					30,000.00	950,385.49	Wire to Chase NT acct			
4/12/2016					253,000.00	697,385.49	Wire to Chase NT acct			

DEAN SALEM et al.
Applicants

-and- AIMEE BODIMEADE
Respondent

Court File No. CV16-555283

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT

FOGLER, RUBINOFF LLP

Lawyers

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Suite 3000, P.O. Box 95

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Toronto, ON M5K 1G8

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Tel: 416.864.7603

Fax: 416.941.8852

Lawyers for the Applicants

DEAN SALEM et al.
Applicants

-and- AIMEE BODIMEADE
Respondent

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SUPPLEMENTARY APPLICATION RECORD

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Fax: 416.941.8852

Lawyers for the Applicants

Properties				
PIN	26578 – 0082	LT	Interest/Estate	Fee Simple
Description	PT LT 27 CON 7 TOWNSHIP OF WHITBY; PT LT 28 CON 7 TOWNSHIP OF WHITBY AS IN D144416; TOWN OF WHITBY			
Address	7472 ASHBURN ROAD UXBRIDGE			

Party From(s)

Name

ONTARIO SUPERIOR COURT OF JUSTICE

Address for Service

330 University Ave.
Toronto ON M5G 1R7

Applicant(s)		Capacity	Share
Name	SALEM, DEAN		
Address for Service	c/o Fogler, Rubinoff LLP 77 King St. W., Suite 3000 TD Centre North Tower Toronto, On. M5K 1G8 Attn: David Levangie		
Name	NORRIS TECHNOLOGIES LLC		
Address for Service	c/o Fogler, Rubinoff LLP 77 King St. W., Suite 3000 TD Centre North Tower Toronto, On. M5K 1G8 Attn: David Levangie		

Statements

The applicant applies to register the following order See Schedules. The order is still in full force and effect

Schedule: Section 2 of the Order of the Ontario Superior Court of Justice attached (Court File No. CV16–555283) contains an order permitting the Applicants to register a non–interest bearing Charge/Mortgage against title to the Properties herein, in the amount of \$1,000,000.00, bearing standard charge terms 200033, as more particularly set out in the said Section 2 attached.

Signed By

Daliah Szechtman

77 King Street West Suite 3000 PO
Box 95 TD Centre
Toronto
M5K 1G8

acting for
Applicant(s)

Signed

2016 08 12

Tel

416–864–9700

Fax

416–941–8852

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

Submitted By

FOGLER, RUBINOFF LLP

77 King Street West Suite 3000 PO
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Toronto
M5K 1G8

2016 08 12

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Fees/Taxes/Payment	
Statutory Registration Fee	\$62.85
Total Paid	\$62.85