

**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

MOTION RECORD OF THE RECEIVER
(approving Receiver's Fifth Report - hearing scheduled July 17, 2017)

June 19, 2017

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TAB A

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

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Respondent

NOTICE OF MOTION

GRANT THORNTON LIMITED (“GTL” or the “Receiver”) in its capacity as Court-Appointed Receiver and Manager of 1299746 Ontario Inc. o/a Compuquest2000 (“Compuquest”) and 2252709 Ontario Inc. (“225”), Receiver of a real property municipally known as 7472 Ashburn Road, Whitby, Ontario (the “Ashburn Property”) and Trustee in Bankruptcy of Compuquest and Gary Bodimeade (“Gary”) personally, will make a motion to a Judge presiding over the Commercial List on Monday, the 17th of July, 2017 at 10:00 a.m. or as soon after that time as the matter can be heard at the court house, 330 University Avenue, Toronto, Ontario, M5G 1R7.

PROPOSED METHOD OF HEARING: The Motion is to be heard:

☐ in writing under subrule 37.12.1(1);

☐ in writing as an opposed motion under subrule 37.12.1(4);

☒ orally.

THE MOTION IS FOR:

1. An Order approving an Agreement of Purchase and Sale for the sale of the Ashburn Property (the “Ashburn Sale Agreement”) and granting a vesting order in favour of the purchaser pursuant to the Ashburn Sale Agreement.
2. An Order sealing the Confidential Appendices to the Fifth Report of the Receiver dated June 16, 2017 (the “Fifth Report”) pending the closing of the Ashburn Sale Agreement.
3. An Order discharging the Certificate of Pending Litigation (“CPL”) obtained and registered by Dean Salem (“Salem”) and Norris Technologies LLC (“Norris”) against title to the Ashburn Property as Instrument No. DR1489206 on June 30, 2016.
4. An Order setting aside the Order of the Honourable Mr. Justice Glustein dated August 9, 2017 (the “Glustein Order”) and discharging the Glustein Order against title to the Ashburn Property.
5. An Order dismissing the Application between Salem and Norris as Applicants and Aimee as Respondent, which was issued on June 22, 2016 bearing Court

File No. CV-16-555283 and now bears Court File No. CV-17-11698-00CL (the “Norris Application”).

6. Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. In 2007, Gary and his estranged wife, Aimee Bodimeade (“Aimee”), purchased the Ashburn Property, taking title in Aimee’s name alone. The Ashburn Property was purchased with the proceeds of a prior matrimonial home that was jointly owned and mortgage financing from Bank of Nova Scotia (“BNS”). BNS also provided a line of credit to Gary and Aimee.

2. Commencing in 2008, Canadian Imperial Bank of Commerce (“CIBC”) provided credit facilities to Compuquest and, later, 225. Gary and Aimee are the sole shareholders of Compuquest. Gary on behalf of Compuquest executed a Security Agreement in favour of CIBC dated November 21, 2008 and personally guaranteed CIBC’s loans.

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.

4. From 2007 through 2016, significant improvements were made to the Ashburn Property, including the construction of:

- (a) An approximately 5,680 square foot two-storey detached residential dwelling, excluding the basement;

- (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.
5. The estimated cost of the improvements exceeds \$3 million.
6. Up until 2013, 95% of Compuquest's product was supplied by Hewlett Packard Financial ("HP"). In September 2013, Gary's contact at HP was let go: "There was accusations that he was being paid off to do certain business". As a result, Compuquest lost the HP business in January 2014.
7. Gary approached Norris and another company in early 2014 to ask if they could obtain product from HP and supply it to Compuquest in exchange for a percentage of the profit.
8. Starting in 2014, Norris supplied HP product to Compuquest that Compuquest used to get directly from HP.
9. In approximately August 2014, BNS asked Gary and Aimee to move their personal accounts due to Gary's banking activities. As a result, Gary and Aimee moved their personal banking to CIBC. On January 23, 2015, CIBC paid out the existing BNS

mortgage/line of credit on the Ashburn Property and obtained a \$1 million first mortgage against the Ashburn Property.

10. As of May 31, 2015, Compuquest's financial statements showed assets of \$5,681,326, including accounts receivable of \$2,705,143, inventory of \$2,397,177 and property, plant and equipment valued at \$432,618.

11. Gary and Aimee separated in the fall of 2015, although Gary continued to reside at the Ashburn Property on occasion until approximately June 2016.

12. On December 31, 2015, Gary on his own behalf and on behalf of Compuquest signed a Revolving Line of Credit Agreement (the "RLOC Agreement") with Salem and Norris.

13. On February 4, 2016, Gary registered notice of his spousal interest against title to the Ashburn Property.

14. By letter dated February 11, 2016, CIBC expressed concerns regarding Compuquest's financial performance.

15. In February 2016, Salem, Norris and Gary (Compuquest) were involved in circular chequing-writing activities using Compuquest's US dollar account at CIBC and bank accounts held by Salem at two different US financial institutions.

16. CIBC's Fraud, Loss Prevention & Investigations department detected the unusual activity in Compuquest's accounts, including the circular transactions with Salem, and advised Gary/Compuquest of these concerns.

17. On February 29, 2016, CIBC advised Gary that Compuquest's accounts had been transferred to Special Loans and requested the appointment of GTL to review Compuquest's records.

18. Gary requested more time to consider Compuquest's options. Salem was fully aware of CIBC concerns and coached Gary on his responses to CIBC.

19. On March 3, 2016, Aimee signed a version of the RLOC Agreement, which was negotiated between Gary and Aimee through counsel. Aimee signed the RLOC Agreement on the express written conditions that:

(a) Aimee was not personally guaranteeing the debt of Compuquest to Salem and Norris;

(b) Any security over the Ashburn Property was limited to "Gary's share".

20. Gary advised Salem of these conditions before Aimee signed the RLOC Agreement and confirmed the conditions to Aimee and her lawyer in writing.

21. On March 24, 2016, CIBC, through counsel, issued formal demand letters to Compuquest and Gary.

22. Salem/Norris and Gary/Compuquest jointly retained Fogler Rubinoff LLP to assist them in dealing with CIBC.

23. Gary consented to GTL's appointment as consultant on April 12, 2016.

24. GTL visited Compuquest's premises and discovered inventory on hand had a value of less than \$50,000.

25. On April 28, 2016, CIBC brought the within application to appoint GTL as Interim Receiver of Compuquest and 225. On April 29, 2016, by Order of Madam Justice Mesbur, GTL was appointed as Interim Receiver of Compuquest and 225.

26. On May 3, 2016, CIBC issued bankruptcy applications against Compuquest and Gary. Compuquest and Gary were each adjudged bankrupt on May 25, 2016.

27. On May 13, 2016, GTL issued its First Report as Interim Receiver. GTL reported that there had been limited business at Compuquest for several months, limited inventory and minimal accounts receivable.

28. On May 17, 2016, by Order of Mr. Justice Newbould, GTL was appointed as Receiver of Compuquest and 225.

29. On June 1, 2016, GTL as Trustee of Gary, registered the personal Bankruptcy Order against title to the Ashburn Property.

30. On June 22, 2016, Norris issued the Norris Application against Aimee seeking a declaration of an interest in the Ashburn Property, a mortgage and leave to issue a CPL against title to the Ashburn Property. Norris obtained an *ex parte* Order for leave to issue a CPL against the Ashburn Property. Norris registered the CPL on June 30, 2016.

31. Salem's affidavit in support of the CPL did not disclose the fact that Aimee had not personally guaranteed the loans from Salem and Norris and that any mortgage over the Ashburn Property would be of Gary's share alone.

32. Salem and Norris did not serve the Norris Application or any of the material supporting the CPL on GTL as Receiver or Trustee.

33. On July 29, 2016, Salem and Norris filed unsecured proofs of claim in each of Gary's and Compuquest's bankruptcies. Salem claimed USD\$106,200.00 and Norris claimed USD \$697,385.49.

34. On August 9, 2016, Salem and Norris obtained the Glustein Order authorizing them to register a mortgage against the Ashburn Property, without prejudice to the rights of the parties as to the validity of the mortgage. Salem and Norris registered the Glustein Order against title to the Ashburn Property on August 12, 2016.

35. The Glustein Order was obtained without notice to the Receiver or the Trustee. Given that Salem and Norris had already registered a CPL, there was no justification for obtaining the Glustein Order without notice to the Receiver and Trustee.

36. GTL as Receiver has conducted an investigation into the source of funds used to improve the Ashburn Property as well as other uses of Compuquest's funds, including a review of Compuquest's email records and obtaining Compuquest's bank statements and cheques for the period from 2009 onward.

37. Through this investigation, the Receiver uncovered, among other things, the following information:

- (a) Email communications among Gary, Aimee and Compuquest's accountant, Alan Hogan, in which Gary admitted that "everything" was paid for with Compuquest funds;

- (b) At least \$981,676.87 in payments/cheques written by Compuquest to fund improvements to the Ashburn Property from 2009 onward;
- (c) \$885,000 paid to Craig Pinfold and/or his company, Pinfold and Associates Inc. ("Pinfold"), who held a mortgage over the Ashburn Property;
- (d) \$80,000 in cheques made payable to Jay Clausner ("Clausner") and/or his company, "Virtual Technology", but which identified Pinfold in the memo box of the cheques;
- (e) \$1,219,530.19 in payments to either Clausner, his wife Kara Clausner, 240, or Clausner's company Total Cart Solutions Inc.;
- (f) \$1,184,699.00 in payments to Virtual Technology, as well as \$322,278.00 in further payments to Pinfold, \$398,509.56 to Clausner and \$5,000 to Kara Clausner;
- (g) Down payments and lease payments for leased vehicles (including many luxury vehicles) totalling \$1,759,994.53;
- (h) Personal cheques to Aimee totalling \$138,800 for the period 2009 to 2013;
- (i) Personal cheques to Gary totalling \$88,000 for 2013;
- (j) Payments to "CASH" totalling \$122,957.37 for the period 2009 to 2013;

- (k) Numerous additional payments by Compuquest in the nature of personal expenses, including retail purchases, insurance, utilities, telephone and cable, credit cards, and ATM cash withdrawals;
- (l) Preferential payments to Salem and Norris in the period leading up to the appointment of the Interim Receiver on April 29, 2016, including payment of net proceeds from the sale of a 2014 King Aire Motorhome in the amount of USD\$255,881.77, which Gary diverted to an account set up in Compuquest's name at The Toronto-Dominion Bank and then wired to Norris.

38. The Receiver's investigation into these matters is ongoing.

39. On November 24, 2016, based on the results of the Receiver's preliminary investigation, CIBC brought a motion originally returnable on November 30, 2016 to appoint GTL as Receiver of the Ashburn Property. The Receiver filed its Second and Report in support of this motion.

40. On November 30, 2016, CIBC's motion was adjourned to January 25, 2017 pending responding material and cross-examinations.

41. Gary and Aimee delivered responding affidavits and the Receiver delivered its Third Report in response to these affidavits. Gary and Aimee were cross-examined on their affidavits on January 13, 2017.

42. On January 25, 2017, Madam Justice Conway granted an Order appointing GTL as Receiver of the Ashburn Property (the "Ashburn Appointment Order").

43. The Ashburn Appointment Order stipulated that:
- (a) The Ashburn Property would not be listed for sale prior to February 21, 2017;
 - (b) The Order was without prejudice to Aimee's or any other party's right to address distribution of funds on any motion to address approval of the sale of the Ashburn Property.

Approval of the Sale of the Ashburn Property

44. Following its appointment, the Receiver initiated a competitive bid process to select a listing agent for the Ashburn Property. The Receiver selected a listing agent with Aimee's approval. The Ashburn Property was listed for approximately three months on the Multiple Listing Service, with many open houses and showings. Aimee fully cooperated in the sale process.

45. The Receiver has entered into the Ashburn Sale Agreement. The Receiver recommends approval of the Ashburn Sale Agreement for the reasons set out in the confidential appendices to the Fifth Report.

46. The Receiver requests an Order sealing the confidential appendices pending completion of the sale. The sealing of this information is necessary in the event that the Ashburn Sale Agreement fails to close and the Receiver is required to remarket the Ashburn Property.

Discharge of the CPL and Glustein Order; Dismissal of the Norris Application

47. There are many suspicious circumstances surrounding Gary's relationship with Salem and Norris, including discrepancies in Compuquest's records, the circular cheque-writing activities, Salem's involvement in coaching Gary on his responses to CIBC, the disappearance or depletion of Compuquest's assets and preferential payments made to Salem and Norris while Compuquest was insolvent and on the eve of bankruptcy.

48. Despite many opportunities to do so, Salem and Norris have failed to provide satisfactory evidence supporting the legitimacy of their claims in the estates of Compuquest and Gary. Among other things, the Receiver has been unable to determine what happened to the product allegedly sold to Compuquest in 2016.

49. In any event, Salem and Norris are at best unsecured creditors in the estates of Compuquest and Gary. The interests of Salem and Norris are subordinate to the rights and interests of the Receiver, secured creditors of Compuquest (including CIBC) and the Trustee.

50. Further, the indebtedness allegedly owing to Salem and Norris substantially declined after Gary signed the RLOC Agreement on December 31, 2015 and the Receiver has uncovered evidence of an intention by Gary to prefer Salem and Norris over the interests of other creditors, including CIBC as primary secured creditor of Compuquest.

51. Except to the extent that the CPL and the Salem Order were obtained solely in respect of the interests (if any) of Aimee in the Ashburn Property, the CPL and the Salem Order were obtained in violation of the stay of proceedings contained in the *Bankruptcy and Insolvency Act* ("BIA").

52. Aimee did not personally guarantee the alleged indebtedness owing by Compuquest and/or Gary personally to Salem and Norris.

53. Aimee disputes that she agreed to mortgage or pledge her interest in the Ashburn Property to Salem or Norris. Aimee's position is supported by a letter written by her lawyer prior to execution of the RLOC Agreement, setting out the terms on which Aimee would sign the RLOC Agreement. Salem was aware of these terms and Gary consented in writing to these terms, which Salem's knowledge.

54. The CPL was obtained *ex parte*, without any notice to the Receiver or the Trustee, in the face of Gary's bankruptcy and after registration of the Trustee's interest on title to the Ashburn Property.

55. The Glustein Order was also obtained without notice to the Receiver and the Trustee, and in any event was granted on a "without prejudice" basis.

56. Salem's affidavits in support of the CPL and the Glustein Order failed to disclose material facts, including the terms on which Aimee signed the RLOC Agreement.

57. The Receiver requires the discharge of the CPL and Glustein Order and dismissal of the Norris Application in order to be able to negotiate a resolution of the respective interests of the Receiver, the Trustee and Aimee in the net proceeds from the sale of the Ashburn Property.

58. Section 103 of the *Courts of Justice Act*.

59. Rules 37.07, 37.14 and 42 of the Rules of Civil Procedure.

60. Sections 69.3(1), 71 and 74(1) of the BIA.
61. Such further and other grounds as the lawyers may advise.

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

1. Fifth Report of the Receiver dated June 19, 2017 and the Appendices attached thereto and the Confidential Appendices referred thereto.
2. Such further and other evidence as the lawyers may advise and this Honourable Court permits.

June 19, 2017

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Proceeding commenced at Toronto

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TAB B

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Respondent

FIFTH REPORT OF THE RECEIVER

June 19, 2017



Grant Thornton

Grant Thornton Limited
Receiver of the Respondents

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

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APPENDICES

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Confidential Appendix “3” – Ashburn Sale Agreement

INTRODUCTION AND BACKGROUND

1. This report (the “**Fifth 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**”) and as Receiver of a real property at 7472 Ashburn Road, Whitby, Ontario (the “**Ashburn Property**”). GTL was appointed as Interim Receiver of Compuquest pursuant to the Order of Madam Justice Mesbur dated April 29, 2016 (the “**IR Order**”). 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 as required by the Debtors’ security agreement, and the apparent absence of ongoing operations at Compuquest’s premises. 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.
2. GTL filed a report as Interim Receiver on May 13, 2016 which discussed, among other things, the Debtors’ minimal assets, limited business operations and deteriorating financial position (the “**Interim Receiver’s Report**”). A copy of the Interim Receiver’s report, without appendices, is attached hereto as **Appendix “1”**.
3. GTL was appointed as Receiver of the Debtors by Order of Mr. Justice Newbould dated May 17, 2016 (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “2”**.
4. GTL was appointed as trustee in bankruptcy (in such capacity, the “**Trustee**”) of Compuquest and Gary Bodimeade (“**Gary**”) (the principal of the Debtors) pursuant to Orders made by Mr. Justice Newbould dated May 25, 2016 (the “**Bankruptcy Orders**”), on application by CIBC. Copies of the Bankruptcy Orders are attached hereto as **Appendix “3”**.

5. GTL filed its First Report as Receiver dated September 16, 2016 (the “**First Report**”) in support of a motion, among other things, to approve the activities and fees of the Receiver and to approve the sale of 225’s principal asset, being a real property at 1935 Silicon Drive, Pickering (the “**Silicon Property**”), and the distribution of the sale proceeds to CIBC. A copy of the First Report, without appendices, is attached hereto as **Appendix “4”**.
6. As discussed in the Interim Receiver’s Report and the First Report, there appeared to have been limited business operations for several months leading up to the Receiver’s appointment. Compuquest had minimal inventory and accounts receivable, as compared to what had been represented on its most recent financial statements. As of May 31, 2015, Compuquest’s financial statements showed assets of \$5,681,326, including accounts receivable of \$2,705,143, inventory of \$2,397,177 and property, plant and equipment valued at \$432,618.
7. In contrast, there were no collectible accounts receivable noted effective on the date of the Interim Receiver’s appointment. The Receiver’s total realization on inventory and equipment was \$129,610.00 plus HST of \$16,849.30 less the liquidator’s expenses of \$21,917.71. There have been no distributions to CIBC as first-position secured creditor of Compuquest.
8. The Receiver filed its Second Report as Receiver dated November 24, 2016 (the “**Second Report**”) in support of a motion brought by CIBC 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. A copy of the Second Report, without appendices, is attached hereto as **Appendix “5”**.

9. The Ashburn Property is the former matrimonial home of Gary and his wife, Aimee Bodimeade ("**Aimee**"). Gary and Aimee separated several months before GTL's appointment as Interim Receiver, Receiver and Trustee.
10. The Ashburn Property was purchased in Aimee's name on or about September 28, 2007 for \$638,000. Since 2007, the Ashburn Property has been subject to significant improvements, including the construction of:
 - a. An approximately 5,680 square foot two-storey detached residential dwelling, excluding the basement;
 - 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.
11. In addition to holding first-position security against Compuquest, CIBC holds a conventional first mortgage over the Ashburn Property and is a major creditor in Gary's personal bankruptcy. CIBC is owed in excess of \$1.7 million under a revolving line of credit provided to Compuquest and guaranteed by Gary.
12. CIBC sought the appointment of GTL as Receiver of the Ashburn Property based on, among other things:

- a. Gary's spousal interest in the Ashburn Property, which was registered on title and vested in the Trustee;
 - b. Admissions made by Gary (found in Compuquest's email records) that Compuquest had funded the construction of improvements to the Ashburn Property and other personal expenses of the Bodimeades;
 - c. Substantial corroborating evidence uncovered by Receiver in the form of, among other things, cheques issued by Compuquest to pay for improvements to the Ashburn Property as well as other personal expenses of the Bodimeades;
 - d. Registrations against title surrounding unsubstantiated claims by Dean Salem ("**Salem**") and Norris Technologies LLC ("**Norris**") claiming an interest in the Ashburn Property;
 - e. Aimee's failure to list the Ashburn Property for sale on a timely basis, despite having initially agreed to do so.
13. As will be discussed further below, Salem and Norris issued a Notice of Application bearing Court File No. CV-16-555283 (the "**Norris Application**") against Aimee on June 22, 2016 and obtained and registered a Certificate of Pending Litigation ("**CPL**") against the Ashburn Property on or about June 30, 2016. Thereafter, Salem and Norris obtained an Order of Mr. Justice Glustein dated August 9, 2017, which they also registered against the Ashburn Property (the "**Glustein Order**"). Both the CPL and the Glustein Order were obtained by Salem and Norris after Gary's bankruptcy and without prior notice to the Trustee or the Receiver.
14. By Order of Mr. Justice Hainey dated November 30, 2016, the Norris Application has been transferred to the Commercial List to be dealt with in

conjunction with the receivership and bankruptcies of Compuquest and Gary.

15. Gary and Aimee filed affidavits in response to CIBC's motion to appoint GTL as Receiver of the Ashburn Property.
16. The Receiver filed its Third Report dated January 11, 2017 (the "**Third Report**") supplementary to the Second Report and in response to the affidavits of Gary and Aimee.
17. After cross-examinations of Gary and Aimee on their affidavits, CIBC's motion was heard on January 25, 2017. By Order of Madam Justice Conway, GTL was appointed as Receiver of the Ashburn Property (the "**Ashburn Appointment Order**"). A copy of the Ashburn Appointment Order is attached as **Appendix "6"**.
18. The Receiver actively marketed the Ashburn Property for sale, through a listing agent and with Aimee's cooperation, and entered into an Agreement of Purchase and Sale on May 26, 2017 (the "**Ashburn Sale Agreement**"), which is conditional on court approval.
19. The Receiver seeks court approval of the Ashburn Sale Agreement and a vesting order.
20. The Receiver also seeks to discharge the CPL and the Glustein Order and to dismiss the Norris Application. The determination of the claims by Salem and Norris to an interest in the Ashburn Property is required prior to the completion of the Ashburn Sale Agreement, so as to enable the Receiver to negotiate a resolution of the respective interests of the Receiver, the Trustee and Aimee in the Ashburn Property.
21. On June 8, 2017, prior to completion of the within report, Gary brought a motion for an Order permanently expunging any materials related to fraud and money-laundering charges laid against Gary in 2005, Gary's guilty

- plea to money-laundering in 2006 and a conditional discharge and probation order against Gary, as well as for an Order sealing all material filed in respect of Gary's motion. In support of his motion, Gary filed an affidavit addressing, among other things, an earlier 1993 conviction for fraud and a Pardon obtained by Gary in 2007.
22. Gary's motion was scheduled for hearing on an urgent basis. The Receiver filed its Fourth Report as Receiver dated June 9, 2017 responding to Gary's motion. The motion was heard by Madam Justice Conway on June 13, 2017 and dismissed, with costs against Gary.
 23. A copy of the Fourth Report (without the appendix) is attached as **Appendix "7"**.
 24. A copy of the Endorsement of Madam Justice Conway, together with an unofficial transcription, is attached as **Appendix "8"**.
 25. The same defined terms will be used herein as in the First, Second, Third and Fourth Reports, unless otherwise defined.

SCOPE AND TERMS OF REFERENCE

26. In preparing this Fifth 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.

27. This Fifth Report has been prepared for the use of this Court and the Debtors' stakeholders for the purpose of obtaining approval of the Ashburn Sale Agreement and to assist the Court in making a determination of the claims by Salem and Norris to an interest in the Ashburn Property. Accordingly, the reader is cautioned that this Fifth 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 Fifth Report for any other purpose.
28. All references to dollars in this Fifth Report are in Canadian currency unless otherwise noted.

APPROVAL OF THE ASHBURN SALE AGREEMENT

29. Shortly before the Receiver's appointment and Gary's bankruptcy, Gary commissioned a Narrative Appraisal Report of the Ashburn Property from Consolidated Appraisal Services Ltd. (the "**Appraisal**"). The Appraisal was issued on April 18, 2016 with an effective date of April 11, 2016 and estimated the current market value of the Ashburn Property at \$3,700,000.00.
30. The Appraisal estimated the value of the Ashburn Property based on the cost approach at \$3,950,000.00 and based on the direct comparison approach at \$3,700,000.00.
31. The Introduction and Part One of the Appraisal, including the estimated market value, is attached as **Appendix "9"**. A copy of the entire Appraisal with schedules is found at Appendix 9 to the Second Report.
32. The Receiver located in Compuquest's email records an email from Gary to William Ferguson (the appraiser for the Ashburn Property) dated April 12, 2016 advising of the approximate construction costs of the Ashburn Property as follows:

- Cost of 5,800 sq ft home - \$1.4 mil
- Cost of finished basement - \$135k
- Cost of pool - \$65k
- Cost of landscaping - \$55k
- Cost of SUV building – \$135k
- Cost of construction of equestrian barn - \$1.2 mil
- Cost of hay/equipment barn and - \$75k

33. These costs added up to \$3,065,000, not including the land purchase.
34. At the time of the Third Report, the Receiver had already traced \$981,676.87 of Compuquest funds into the construction costs of the Ashburn Property, without considering possible payments that may have been made in 2007 and 2008, cash withdrawals on Compuquest's account by Aimee and Gary, payments from Compuquest's account which may have been funded indirectly through other transactions and Compuquest funds used to maintain the Ashburn Property.
35. Following the Asburn Appointment Order, the Receiver solicited listing proposals from agents. The Receiver received six listing proposals from agents. The Receiver reviewed the proposals, including the proposed listing prices and commission structure and contacted each of the agents who submitted listing proposals.
36. Given the uniqueness of the Ashburn Property, the Receiver's view was that it was important to list the property with an agent who was familiar with horse farms, as well as executive properties. After consulting with Aimee and with Aimee's approval, the Receiver listed the Ashburn Property with Theresa Hoffman of Remax First Realty Ltd. at their recommended list price of \$3,950,000. Attached as **Confidential Appendix "1"** is a copy of a summary of listing proposals received by the Receiver, together with a copy of the Listing Agreement.

37. The Ashburn Property was listed for sale on the multiple listing service for three months, with open houses and many showings. As a result, the Ashburn Property was well exposed to the market. The offers received for the Ashburn Property are summarized in **Confidential Appendix “2”**, together with the Receiver’s analysis of the offers.
38. On or about May 26, 2017, the Receiver entered into the Ashburn Sale Agreement, which is conditional only on court approval. Attached as **Confidential Appendix “3”** is a copy of the Ashburn Sale Agreement.
39. The Receiver recommends approval of the Ashburn Sale Agreement, for the reasons set out in the confidential appendices.
40. The Receiver requests an Order sealing the confidential appendices pending the closing of the Ashburn Sale Agreement.

THE CLAIMS OF SALEM AND NORRIS

- A. Relationship Between Salem/Norris and Compuquest/Gary
41. The issues involving Salem/Norris and Compuquest/Gary are addressed in part in paragraphs 27 – 30 and 45 – 55 and Appendices 15 – 18 and 26 – 30 of the Second Report.
42. On December 31, 2015, Salem/Norris as Lender and Gary/Compuquest as Borrower executed a purported Revolving Line of Credit for financing in the form of cash and computer related equipment up to \$1,500,000.00 (the “**RLOC Agreement**”), to be secured by the following assets:
 - a. Sport Chassis horse trailer
 - b. Pegasus horse trailer
 - c. King Aire luxury motorhome
 - d. Greyawk motorhome

- e. The Silicone Property (Compuquest's head office)
 - f. The Ashburn Property
43. A copy of the RLOC Agreement is attached as **Appendix "10"**.
 44. The Receiver has determined from reviewing Compuquest's records that Gary Bodimeade was in the USA on December 31, 2015 and that the RLOC Agreement appears to have been executed by Gary on or about that date.
 45. The RLOC Agreement included the following certification: "BORROWER certifies that all assets are part of a marital estate and that BORROWER is 50% owner of said properties and assets."
 46. None of the vehicles listed in the RLOC Agreement were in fact owned by either Gary or Aimee. All of the vehicles were leased and paid for by Compuquest. The Silicon Property was owned by 225 and mortgaged to CIBC. Title to the Ashburn Property was in Aimee's name.
 47. Almost immediately after Salem and Gary executed the RLOC Agreement, Salem begin writing to Aimee asking her to execute the RLOC Agreement. Copies of emails from Salem to Aimee dated January 5, 2016, January 11, 2016, January 19, 2016, January 29, 2016 and February 3, 2016 are attached as **Appendix "11"**.
 48. Aimee eventually executed a revised version of the RLOC Agreement on March 3, 2016. This will be addressed further below.
 49. Although the RLOC Agreement stated that the revolving line of credit facilities had been in place since January 2011, the Receiver has found no evidence supporting the existence of a revolving line of credit facility prior to December 31, 2015 and no evidence that Norris supplied product to Compuquest prior to approximately January 2014.

50. Pursuant to an Order of Mr. Justice Hainey dated February 21, 2017, the Receiver examined Gary on February 22, 2017 in connection with issues related to the receivership and bankruptcy of Compuquest, Gary's personal bankruptcy, the receivership of the Ashburn Property and the Norris Application.
51. On his examination, Gary testified that:
- a. Up until 2013, 95% of Compuquest's product was supplied by Hewlett Packard Financial ("HP");
 - b. Compuquest received "pretty much every off-lease desktop that came from HP";
 - c. In September 2013, Gary's contact at HP was let go: "There was accusations that he was being paid off to do certain business";
 - d. As a result, Compuquest lost the HP business in January 2014;
 - e. Gary approached Norris and another company (Sunterra) in early 2014 to ask if they could obtain product from HP and supply it to Compuquest in exchange for a percentage of the profit;
 - f. Gary introduced HP and Sunterra to Norrisas potential customers for their product, without telling HP that the product would be supplied to Compuquest;
 - g. Starting in 2014, Norris supplied HP product to Compuquest that Compuquest used to get directly from HP;
 - h. After Gary and Aimee separated, Gary and Dean decided to formalize the relationship with a written agreement.

52. Through its investigations, the Receiver has obtained substantial evidence that:
 - a. Salem was aware of Compuquest's financial difficulties at the time of the RLOC Agreement;
 - b. Salem and Gary were not dealing at arm's length;
 - c. Salem was actively coaching Gary on how to deal with CIBC;
 - d. Compuquest and Gary made significant preferential payments to Salem and Norris at a time when Compuquest and Gary were both insolvent.

53. The Receiver has found evidence through Compuquest's email and banking records that Salem, Norris and Gary (Compuquest) were involved in circular chequing-writing activities using Compuquest's US dollar account at CIBC and bank accounts held by Salem at two different US financial institutions, Community Trust Bank ("**CTB**") and Branch Banking and Trust Company ("**BB&T**").

54. For example, the following is a series of transactions identified by the Receiver for the period from February 5, 2016 through February 22, 2016:
 - a. February 5, 2016 – Compuquest deposits cheque #1199 (BB&T) in the amount of US \$280,000 from Salem
 - b. February 5, 2016 – Salem cashes cheque #2956 in the amount of US \$256,000 from Compuquest
 - c. February 10, 2016 – Compuquest deposits a cheque (either BB&T or CTB) in the amount of US \$195,000 from Salem
 - d. February 10, 2016 – Salem cashes cheque #2957 in the amount of US \$200,000 from Compuquest

- e. February 17, 2016 – Compuquest deposits a second cheque in the amount of US \$195,000 (either BB&T or CTB) from Salem
 - f. February 17, 2016 – Compuquest wires funds in the amounts of US \$175,000 and US \$20,100 to Norris
 - g. February 22, 2016 – Compuquest deposits cheque #1201 (BB&T) in the amount of US \$250,000 from Salem
 - h. February 22, 2016 - Debit memo of US \$248,000 (recipient unknown)
 - i. February 22, 2016 – payment is stopped on one of the US \$195,000 cheques, putting the account into temporary overdraft (US \$185,114.97)
55. Copies of various emails, sample cheques and bank account records are attached as **Appendix “12”**.
56. As reflected in the emails and cheques, there were two sets of handwriting on the Salem cheques. Gary admitted on his examination that the cheques written by Salem were signed by Salem and made payable to Compuquest and that Gary filled in the dates and amounts. Gary advised Salem by email when the cheques were filled out and deposited.
57. As reflected in the affidavit of Douglas Maclaine (“**Maclaine**”) of CIBC’s Special Loans Department (“**Special Loans**”) dated April 28, 2016 in support of GTL’s appointment as Receiver of Compuquest and 225:
- a. By letter dated February 11, 2016, CIBC expressed concerns regarding Compuquest’s financial performance;
 - b. CIBC’s systems alerted CIBC’s Fraud, Loss Prevention & Investigations department of unusual activity in Compuquest’s

accounts, including in particular the circular transactions with Salem;

- c. Compuquest's accounts were transferred to Special Loans on February 25, 2016;
 - d. On February 25, 2016, Maclaine instructed the branch holding Compuquest's accounts to place a "hold all" policy on cheques;
 - e. On February 29, 2016, Maclaine and other CIBC staff met with Gary at Compuquest's premises and delivered a letter advising of the transfer to Special Loans and requesting the appointment of GTL to review Compuquest's records;
 - f. Thereafter, Maclaine was involved in numerous communications with Gary and his counsel, where Gary requested more time to consider the Debtors' options;
 - g. CIBC made formal demand on its loans on March 24, 2016;
 - h. Gary finally consented to GTL's appointment on April 12, 2016;
 - i. Thereafter, Gary delayed in responding to GTL's information requests.
58. A copy of Maclaine's affidavit (without the exhibits) is attached as **Appendix "13"**.
59. The Receiver has obtained an email from Compuquest's electronic records showing that on February 25, 2016, the same day the Debtors' accounts were transferred to Special Loans, Gary wrote to Salem enclosing a photograph of a cheque in the amount of US \$125,000.00 and stating:

This is the check you will need to put a stop on. I just got off the line with my bank, based on the overdrafts and the few checks that were stopped they have put me on a 21 day hold for any US deposits. Give me a buzz when you get a second as I have a resolution the email records

60. A copy of this email and cheque are attached as **Appendix “14”**.
61. The Receiver has obtained evidence through its investigation that Salem was coaching Gary on how to deal with CIBC and that Salem was drafting Gary’s correspondence to CIBC. For example, attached as **Appendix “15”** are copies of emails that Salem drafted for Gary to send to CIBC on March 3, 2016 and March 21, 2016.
62. During the time period when Salem was assisting Gary in his communications with CIBC, Gary and Compuquest were selling assets leased by Compuquest such as trailers and motorhomes and the sale proceeds were being paid to Norris.
63. Attached as **Appendix “16”** is an email from Salem to Gary dated March 5, 2016 listing assets to be sold by Gary/Compuquest and paid to Norris.
64. Attached as **Appendix “17”** is an email exchange between Salem and Gary on March 10, 2016 concerning Gary’s intentions to sell the King Aire motorhome referenced in the RLOC Agreement and pay the proceeds to Salem/Norris.
65. As discussed in paragraphs 51-54 of the Second Report, Gary in fact sold the King Aire motorhome, which was leased and paid for by Compuquest, and diverted the net equity of US \$255,881.77 to a newly opened bank account at The Toronto-Dominion Bank. US \$253,000 of the proceeds were thereafter wired to Norris.

- B. CQ2K Computer Sales Inc. o/a Phase5 IT Solutions
66. On November 1, 2013, Compuquest registered “CQ2K” as a business name.
67. On May 5, 2016, the day after CIBC issued bankruptcy applications against Compuquest and Gary personally, a company called CQ2K Computer Sales Inc. (“**CQ2K**”) was incorporated. The officers and directors of this company are shown as Bradley Austin Fisher and Michele Jessica Fisher. On May 24, 2016, CQ2K registered the business name “Phase5 IT Solutions”. The Corporate Profile Report and Business Names List are attached as **Appendix “18”**.
68. CQ2K appears to be operated by Gary and to be a continuation of Compuquest’s business. Among other things,
- a. Gary is employed by CQ2K;
 - b. Compuquest’s other former key employees are employed by CQ2K;
 - c. The Phase5 IT Solutions’ website states:

Phase 5 IT Solutions was founded by a management team with over 60 years combined experience in the IT field. Our sales staff has sold over 400 million dollars in gross revenue in the combined 40 years of selling history. We consist of top notch employees who focus on your IT needs and specific requirements. We pride ourselves in customer satisfaction that is unmatched by any competitor, with a market sensitive staff that will fill your needs with cost effective equipment at competitive rates and quality.
 - d. CQ2K is leasing some of the same vehicles that were leased by Compuquest;
 - e. Gary admitted on his examination that Norris is supplying product to CQ2K.

69. The Receiver has requested information from Salem/Norris as to their relationship with CQ2K. To date, no such information has been provided.

C. The Salem/Norris Proofs of Claim

70. According to the Accounts Receivable and Accounts Payable reports as at December 31, 2015 which Gary provided to the Interim Receiver, Norris owed Compuquest \$353,901.00 and Compuquest owed Norris \$189,058.00 as at December 31, 2015. Copies of these reports are attached as **Appendix “19”**.

71. Gary did not list either Salem or Norris as creditors in his personal sworn Statement of Affairs, a copy of which is attached as **Appendix “20”**.

72. On July 29, 2016, Salem filed unsecured proofs of claim with the Trustee on behalf of himself and Norris in each of Compuquest’s and Gary’s bankruptcies. Copies of the proofs of claim are attached as **Appendix “21”**.

73. The combined proofs of claim by Salem and Norris totalled US \$803,585.49, comprised of a claim by Salem personally in the sum of US \$106,200.00 and a claim by Norris in the sum of US \$697,385.49.

74. In contrast to the account receivable from Norris reflected in Compuquest’s records as of December 31, 2015, the schedule attached to the Salem/Norris proofs of claim indicated that as of that date, Compuquest owed US \$991,297.35 to Norris.

75. By email dated July 29, 2016, Salem was advised that the proofs of claim were incomplete and that he would need to supply copies of all the advances he made and payments received, along with copies of all the invoices, shipping documents etc. to show what was supplied/sold by Norris to Gary/Compuquest. An email chain between Salem and GTL is attached as **Appendix “22”**.

76. As the schedule of shipments by Norris reflected a zero balance on March 13, 2015, the Trustee requested supporting documents for all shipments made after March 13, 2015.
77. Salem provided an Excel spreadsheet with pdf documents embedded in the spreadsheet for the transactions after March 13, 2015. The supporting documents consisted almost entirely of unsigned Bills of Lading showing HP Financial Services as shipper and Norris as “consignee” and unsigned Sales Orders prepared by Norris.
78. The schedule of alleged sales/shipments of product from Norris to Compuquest reflected total shipments from Norris between January 4, 2016 and March 22, 2016 of US \$1,487,922.68. The pdf documents embedded in the spreadsheet did not provide any proof of delivery that products were actually shipped to Compuquest.
79. In contrast to the alleged shipment by Norris of substantial product to Compuquest after January 1, 2016, the Receiver found little evidence that Compuquest was actively carrying on business during this time frame and there was virtually no inventory or accounts receivable on hand at the time of the Receiver’s appointment.
80. Salem took the position that he required access to Compuquest’s records in order to obtain evidence supporting the shipment of products to Compuquest. Salem’s counsel advised that the documents he required were stored in the office of Chaminda Malwatta (“**Malwatta**”), a former Compuquest employee, who now works for CQ2K. In response, the Receiver provided an inventory of Compuquest’s records. Copies of the emails and the inventory listing are attached as **Appendix “23”**.
81. Salem asked to review the contents of six boxes of records selected by him from the inventory listing. The Receiver arranged for Salem to attend

at the Receiver's office on January 24, 2017. Salem was accompanied by Malwatta.

82. The Receiver provided copies of all documents selected by Salem from his review of Compuquest's records.
83. The 2016 documents which Salem flagged from Compuquest's records are attached as **Appendix "24"**. The documents do not match the schedule attached to Norris's proofs of claim and do not evidence the shipment of product alleged in the schedule.
84. On February 24, 2017, the Receiver's counsel advised counsel for Salem and Norris that the documents flagged from Compuquest's files do not contain proof of delivery of products to Compuquest in 2016 and advised, among other things, that:
 - a. The Receiver had been unable to find meaningful inventory or accounts receivable on its appointment;
 - b. Salem/Norris are at best unsecured creditors of Gary and Compuquest;
 - c. The evidence is clear that Aimee signed the RLOC Agreement on the express understanding and representation that it would only apply to Gary's share of the Ashburn Property
 - d. The Norris Application and the CPL and Glustein Order were obtained in violation of the stay of proceedings under section 69.3 of the BIA.
85. Counsel for Salem/Norris disagreed with these positions.
86. By email dated April 17, 2017, the Receiver's counsel advised that the Receiver would be moving to discharge the CPL and Glustein Order and

advised of the basis for this motion and the evidence the Receiver would be relying upon.

87. On April 24, 2017, the Receiver's counsel requested the following information before completing the Receiver's report compiling the evidence described in the email exchanges:
 - a. Any additional documents supporting the shipping of product in 2016;
 - b. Particulars of Norris's relationship with CQ2K.
88. The Receiver followed up on May 15, 2017, at which time counsel for Salem/Norris advised that they were preparing the documentation for 2016 but that it was taking some time.
89. On May 19, 2017, counsel for Salem and Norris advised that he had been provided with the documentation for the 2016 transactions but that the documents would be redacted. No documents were provided.
90. On June 3, 2017, the Receiver's counsel followed up, requesting any further documents on which Salem or Norris wished to rely by the close of business on June 6, 2017, failing which the Receiver would finalize its report on the basis that there was no evidence supporting the 2016 shipments.
91. On June 6, 2017, counsel for Salem and Norris provided a further spreadsheet with additional embedded pdf documents.
92. Following receipt and review of these documents, the Receiver's counsel provided a number of questions about the documents. Salem answered the questions on June 7, 2017. Among other things, Salem advised:
 - a. For the last few months of business, Gary may not have provided Purchase Orders;

- b. 90% of the shipments were “blind shipments” where one or more parties do not know who the shipper or receiver is;
 - c. Salem has other proof of the deliveries but has chosen not to provide it.
- 93. Attached as **Appendix “25”** is a series of emails reflecting the above communications, commencing on February 24, 2017 and continuing through June 7, 2017.
- 94. Attached as **Appendix “26”** is a copy of the spreadsheet provided on June 6, 2017, together with sample copies of the embedded pdf documents.
- 95. The sample documents are in respect of an alleged shipment of US \$228,000 worth of off-lease computers on March 11, 2016. As reflected in the attachments, there is a discrepancy in the quantum of product shipped (1816 v. 1450 PC’s). In addition, the invoice from Norris to Compuquest which was used for customs purposes is in the amount of US \$42,500, rather than \$228,000.
- 96. To date, Norris has failed to provide satisfactory evidence supporting its claim for the supply of product to Compuquest. If Norris was in fact shipping product to Compuquest in 2016, the Receiver has been unable to account for the whereabouts of the product or the proceeds from the sale of the product.
- 97. In any event:
 - a. Norris is at best only an unsecured creditor of Compuquest, subordinate in priority to the claims of secured creditors;
 - b. The indebtedness allegedly owing by Compuquest to Norris declined after Gary signed the RLOC Agreement on December 31, 2015;

- c. Payments to Salem and Norris after December 31, 2015 are subject to potential claims by the Trustee under the BIA;
 - d. Unless Aimee personally guaranteed Salem's and Norris's debt, the interests of Salem and Norris are at best as unsecured creditors in Gary's bankruptcy estate.
- D. The RLOC Agreement Executed by Aimee
98. As stated in the Second Report, Aimee executed a modified RLOC Agreement on March 3, 2016. The RLOC Agreement was modified in a number of material respects:
- a. The reference to the King Aire was crossed out;
 - b. The words "both personally and" were crossed out of the sentence "BORROWER guarantees this RLOC both personally and with all business inventory and assets owned by Compuquest 2000";
99. By email dated March 3, 2016 at 5:24 p.m. Aimee's lawyer, Andrea Robertson ("**Robertson**") wrote to Gary's lawyer, Gary Stern, advising of the changes and requesting confirmation of the following:
- Please confirm in writing that the one million dollars leverged on the home is from Gary's share only and not Aimee's share; and that the proceeds of sale of the King Aire will be divided equally between the parties. I will then forward the signed copy of the RLOC Agreement.
100. Subsequent to issuing the Second Report, the Receiver found in Compuquest's email records a letter sent by Robertson to Gary Stern earlier in the day on March 3, 2016, in which she stated, among other things:
- 1. The Promissory Note states that the proceeds of sale of the assets will be paid to the line of credit. This is not the agreement of the parties. They have agreed that the proceeds

of sale of the King Aire RV will be shared equally between the two of them. Aimee will not agree to the sale of the King Aire if the proceeds are not divided between them equally.

2. The Promissory Note limits the collateral of the home to one million dollars but does not specify that this is from Gary's share of the home, and that Aimee's share of the home will not be used as collateral.
 3. Aimee's liability under the Promissory Note shall be limited to the assets specifically listed as collateral in the Promissory Note, and the inventory and assets of Compuquest 2000.
101. This letter was sent by email to Gary Stern at 2:41 p.m. and forwarded to Gary at 2:47 p.m. Gary in turn forwarded the letter to Salem at 3:11 p.m. with the message: "Please see attached. I will call you in a few minutes to discuss"
 102. In addition, the Receiver has located a copy of Robertson's March 3, 2016 email which is signed by Gary, with the notation: "I confirm the above".
 103. Copies of the RLOC Agreement signed by Aimee, together with the letter and emails described above, are attached as **Appendix "27"**.
 104. Gary was examined at length about these issues, including the basis on which Aimee signed the RLOC Agreement. Among other things, Gary admitted that:
 - a. He agreed to Aimee's conditions;
 - b. The letter was very explicit that the collateral would be limited to Gary's share of the Ashburn Property;
 - c. Salem was aware of this;
 - d. Gary signed back the confirmation agreeing to these terms.
 105. This testimony is at questions 966 – 1008 of Gary's examination.

E. The Norris Application

106. As stated in the Second Report, on February 4, 2016, Gary registered his spousal interest on title to the Ashburn Property.
107. On June 1, 2016, the Trustee registered the Bankruptcy Order on title to the Ashburn Property.
108. On June 22, 2016, Salem and Norris issued the Norris Application against Aimee alone seeking, among other things, a declaration that Salem and Norris have an interest in the Ashburn Property pursuant to the RLOC Agreement, as executed by Gary on December 31, 2015, and the modified RLOC Agreement executed by Aimee on March 3, 2016.
109. Attached as **Appendix “28”** is an affidavit (without the exhibits) sworn by Salem on June 23, 2016 in support of an *ex parte* order for leave to issue a CPL against the Ashburn Property. Salem’s affidavit contained no disclosure of, among other things:
 - a. The transfer of Compuquest’s accounts to CIBC’s Special Loans department on February 25, 2016;
 - b. Salem’s knowledge as of March 3, 2016 that his circular cheque transactions with Compuquest had been flagged by CIBC’s fraud group;
 - c. The fact that Salem was assisting Gary in drafting his communications to CIBC;
 - d. Robertson’s letter and emails dated March 3, 2016 setting out explicit conditions on which Aimee would sign the modified RLOC Agreement;
 - e. The fact that Aimee would not be personally liable under the modified RLOC Agreement;

- f. The fact that the proposed mortgage against the Ashburn Property was only to be in respect of Gary's interest in the Ashburn Property;
 - g. The fact that the Trustee had registered the Bankruptcy Order on title to the Ashburn Property.
- 110. Salem and Norris obtained and registered the CPL against title to the Ashburn Property on June 30, 2016.
- 111. Neither the Receiver nor the Trustee were served with the Norris Application or any other materials in advance of the registration of the CPL, despite the fact that the Trustee had a registered interest in the Ashburn Property.
- 112. On August 9, 2016, Salem and Norris obtained the Glustein Order, which they also registered on title to the Ashburn Property. Salem and Norris obtained the Glustein Order without notice to the Trustee and without disclosing the information referred to herein.
- 113. Attached as **Appendix "29"** are copies of the Order granting leave to register the CPL, the CPL and the Glustein Order, as well as the title search included in the Second Report.
- 114. Following the appointment of GTL as Receiver of the Ashburn Property, the Norris Application was formally transferred to the Commercial List and now bears Court File No. CV-17-11698-00CL.
- 115. The Receiver seeks an Order discharging the CPL and the Glustein Order from title to the Ashburn Property and dismissing the Norris Application for the following reasons:
 - a. Salem has failed to provide satisfactory proof that he made *bona fide* arm's length advances of funds to Compuquest;

- b. Salem/Norris have failed to provide satisfactory proof that they supplied product to Compuquest after December 31, 2015 as the majority of alleged shipments, if any, were “blind shipments”, with no proof of delivery;
- c. Salem was fully aware that the modified RLOC Agreement signed by Aimee was only in respect of Gary’s interest in the Ashburn Property;
- d. Gary’s interest in the Ashburn Property vested in the Trustee on Gary’s bankruptcy;
- e. Salem and Norris are not secured creditors of either Compuquest or Gary;
- f. The alleged interests of Salem and Norris in the Ashburn Property are subordinate to the interests of the Receiver and the Trustee;
- g. Salem and Norris did not make full disclosure on their *ex parte* applications for the CPL and the Glustein Order.

CONCLUSION

116. The Receiver recommends approval of the Ashburn Sale Agreement.

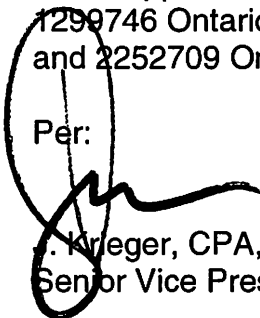
117. The Receiver seeks an Order discharging the CPL and the Glustein Order and dismissing the Norris Application.

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:



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

#2813362 v2 | 4099972

B E T W E E N

CANADIAN IMPERIAL BANK OF COMMERCE

-and-

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

Applicant

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

FIFTH REPORT OF THE RECEIVER

MINDEN GROSS LLP

Barristers and Solicitors
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Toronto, ON M5H 4G2

Catherine Francis (LSUC# 26900N)

cfrancis@mindengross.com

Tel: 416-369-4137

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Lawyers for Receiver, Grant Thornton Limited

Appendix “1”

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

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

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

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

Respondent

**FIRST REPORT OF THE INTERIM RECEIVER
MAY 13, 2016**



Grant Thornton

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

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- 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)**

BETWEEN:

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**

Orderth) 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.granthon.com/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

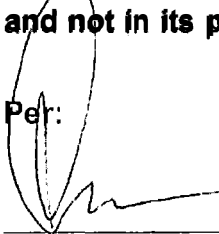
wire transfer in the amount of \$52,350 USD was made to one of Compuquest's suppliers. Attached as Appendices "D & E" are copies of the deposit and wire transfers made on April 28, 2016.

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

Appendix “2”

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE JUDGE
JUSTICE NCV0601AL 7)

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TUESDAY, THE 17th
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;

- (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;

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(lc) 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;

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(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.

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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 A 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: _____

**ONARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

ORDER

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Lawyers for Canadian Imperial Bank of Commerce

Appendix “3”

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

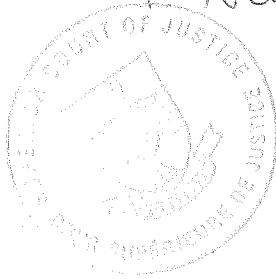
ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE

)) (a) 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

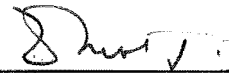
BANKRUPTCY ORDER

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 L1W3V7**

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*

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

JUSTICE F. NEWBOLD

)) ~~WEDNESDAY~~ WEDNESDAY, THE 25 DAY
)) 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

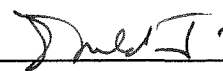
BANKRUPTCY ORDER

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

Appendix “4”

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

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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"**.

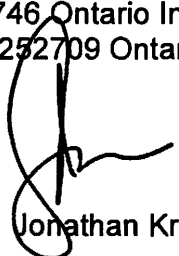
53. The Receiver believes that the fees described in its' fee affidavit in the First Report are fair and reasonable and respectfully requests that the Court approve same.
54. The Receiver proposes to make a recommendation in respect of the allocation of its fees and disbursements between the Debtors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

Appendix “5”

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

SECOND REPORT OF THE RECEIVER

NOVEMBER 24, 2016



Grant Thornton Limited
Receiver of the Respondents

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

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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
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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;

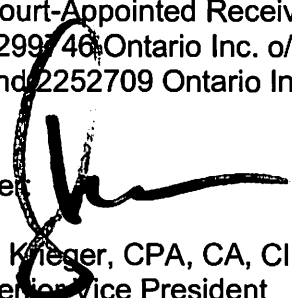
- b. Aimee or the agent named in the Ashburn Listing provides the Trustee with bi-weekly updates regarding sale efforts/activity;
 - c. no offer to purchase the Ashburn Property is accepted by Aimee without the prior written consent of the Trustee; and
 - d. the Trustee reserves all of its rights with 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
1299746 Ontario Inc. o/a Compuquest2000
and 2252709 Ontario Inc.

Per 

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

27712716.2

Appendix “6”

Court File No.

CV-16-11369-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

JUSTICE CONWAY

) WEDNESDAY, THE 25TH DAY
)
) OF JANUARY, 2017

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

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

Respondents

**ORDER
(appointing Receiver)**

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

ON READING the notice of motion, the second report of Grant Thornton Limited ("**GTL**") in its capacity as receiver (in such capacity, the "**Existing Receiver**") of 1299746 Ontario Inc. o/a Compuquest2000 ("**Compuquest**") and 2252709 Ontario Inc. ("**225**" and together with Compuquest, the "**Debtor**") dated November 24, 2016, and the appendices thereto (the "**Second Report**"), the third report of the Existing Receiver dated January 11, 2017, and the appendices thereto (the "**Third Report**"), the affidavit

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of Aimee Bodimeade sworn January 6, 2017, and the exhibits thereto, the affidavit of Gary Bodimeade sworn January 5, 2017, and the exhibits thereto, the transcript of the cross-examination of Aimee Bodimeade held January 13, 2017, and the exhibits thereto, the transcript of the cross-examination of Gary Bodimeade held January 13, 2017, the factum of CIBC, and the factum of Aimee Bodimeade, and on hearing the submissions of counsel for CIBC, GTL, Aimee Bodimeade, and such other counsel as *or and counsel for Dean Salom and Norris Technologies appearing but not* were present, *no one appearing for any other party although duly served as appears Opposing* from the affidavit of service of Miranda Spence sworn November 24, 2016, and on *the court* reading the consent of GTL to act as the Receiver, *and upon being advised of the* *Consent of Aimee Bodimeade* ✓ *bc*

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 101 of the CJA, GTL is hereby appointed Receiver, without security, of the Ashburn Property.

RECEIVERSHIP OF THE DEBTORS

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

RECEIVER'S POWERS

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

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

(b) ~~to receive, preserve, and protect the Ashburn Property or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;~~

(c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(d) to execute, assign, issue and endorse documents of whatever nature required to exercise the powers granted to the Receiver pursuant to this

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Order in respect of the Ashburn Property, whether in the Receiver's name or in the name and on behalf of Aimee, Gary Wayne Bodimeade (**"Bodimeade"**) and/or the Debtor;

- (e) to market the Ashburn Property, including, without limitation, soliciting proposals from real estate agents, advertising and soliciting offers in respect of the Ashburn Property or any part or parts thereof, listing the Ashburn Property for sale, and negotiating such terms and conditions of

sale as the Receiver in its discretion may deem appropriate; *TW Ashburn Property shall not be sold pursuant to this paragraph prior to February 21, 2017;*

- (f) to sell, convey, transfer, lease or assign the Ashburn Property, with the approval of this Court;

Order for possession,

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

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

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

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- (j) to enter into agreements with GTL in its capacity as trustee in bankruptcy of Bodimeade, as so appointed pursuant to the order of the Honourable Justice Newbould dated May 25, 2016, including, without limiting the generality of the foregoing, the ability to enter into agreements relating to Bodimeade's spousal interest in the Ashburn Property; and
- (k) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

INTERESTS IN THE ASHBURN PROPERTY

5. THIS COURT ORDERS that nothing in this Order affects or determines the priorities of creditors, and/or the entitlement of creditors to any proceeds, in connection with the Ashburn Property, including but not limited to the sale thereof.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

Aimee: Aimee SHALL maintain the insurance on the

Ashburn Property and provide proof of insurance to the Receiver if requested;

NO PROCEEDINGS AGAINST THE RECEIVER

7. 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

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

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies affecting the Ashburn Property are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) exempt the Receiver, Aimee or Bodimeade from compliance with statutory or regulatory provisions relating to health, safety or the environment or (ii) prevent the registration of a claim for lien.

RECEIVER TO HOLD FUNDS

10. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from the sale of the Ashburn Property shall be deposited into one or more new accounts to be opened by the Receiver (the **"Ashburn Property Account"**) and

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the monies standing to the credit of such Ashburn Property Account from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in

accordance with the terms of this Order or any further Order of this Court, provided that this paragraph is without prejudice to the Receiver's or any other person's right to address distribution of funds on any motion to the court. **LIMITATION ON ENVIRONMENTAL LIABILITIES** address approval of VU Sale of 4444 Ashburn ABCoperty.

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

LIMITATION ON THE RECEIVER'S LIABILITY

12. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and

except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

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

14. 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.

15. 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

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

SERVICE AND NOTICE

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

http://www.granthonnorton.ca/services/reorg/bankruptcy_and_insolvency/compuquest2000.

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18. 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

19. 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.

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

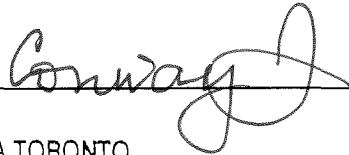
21. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, 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.

22. 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.

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

24. 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.



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ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JAN 26 2017

PER/PAH: 

CANADIAN IMPERIAL BANK OF COMMERCE

and

1299746 ONTARIO INC. or a COMPULSORY WIND-UP

(Short title of proceeding)

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

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT TORONTO

RECEIVERSHIP ORDER
(ASHBURN PROPERTY)

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E-mail: mspence@airdberlis.com

Lawyers for Canadian Imperial Bank of Commerce

Appendix “7”

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

FOURTH REPORT OF THE RECEIVER

June 9, 2017



**Grant Thornton Limited
Receiver of the Respondents**

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

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CONFIDENTIAL APPENDIX

1. Package of documents located by the Receiver at Compuquest's premises re Homeland Security Applications

INTRODUCTION AND BACKGROUND

1. This report (the "**Fourth 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**") and as Receiver of a real property at 7472 Ashburn Road, Whitby, Ontario (the "**Ashburn Property**").
2. GTL was appointed as Interim Receiver of Compuquest pursuant to the Order of the Honourable Justice Mesbur dated April 29, 2016 (the "**IR Order**"). 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 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. GTL filed a report as Interim Receiver on May 13, 2016 which discussed, among other things, the Debtors' minimal assets, limited business operations and deteriorating financial position (the "**Interim Receiver's Report**").
5. GTL was appointed as Receiver of the Debtors by Order of Mr. Justice Newbould dated May 17, 2016 (the "**Receivership Order**").
6. GTL was appointed as trustee in bankruptcy (in such capacity, the "**Trustee**") of Compuquest and Gary Bodimeade ("**Gary**") (the principal of the Debtors) pursuant to Orders made by the Honourable Mr. Justice Newbould dated May 25, 2016 (the "**Bankruptcy Orders**"), on application by CIBC.

7. GTL filed its First Report as Receiver dated September 16, 2016 (the "**First Report**") in support of a motion, among other things, to approve the activities and fees of the Receiver and to approve the sale of 225's principal asset, being a real property at 1935 Silicon Drive, Pickering (the "**Silicon Property**"), and the distribution of the sale proceeds to CIBC.
8. The Receiver filed its Second Report as Receiver dated November 24, 2016 (the "**Second Report**") in support of a motion brought by CIBC 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.
9. The Ashburn Property is the former matrimonial home of Gary and his wife, Aimee Bodimeade ("**Aimee**"). Gary and Aimee separated several months before GTL's appointment as Interim Receiver, Receiver and Trustee.
10. The Receiver filed its Third Report dated January 11, 2017 (the "**Third Report**") supplementary to the Second Report and in response to affidavits of Gary and Aimee filed in response to CIBC's motion.
11. After cross-examinations of Gary and Aimee on their affidavits, CIBC's motion was heard on January 25, 2017. By Order of Madam Justice Conway, GTL was appointed as Receiver of the Ashburn Property (the "**Ashburn Appointment Order**").
12. The Receiver actively marketed the Ashburn Property for sale, through a listing agent and with Aimee's cooperation, and entered into an Agreement of Purchase and Sale on or about May 26, 2017 (the "**Ashburn Sale Agreement**"), which is conditional on court approval.

13. The Receiver will be seeking court approval of the Ashburn Sale Agreement and a vesting order on July 17, 2017 and is currently finalizing its report seeking this approval.
14. On July 17, 2017, the Receiver will also be seeking to dismiss an Application brought by Dean Salem ("**Salem**") and Norris Technologies LLC ("**Norris**") seeking an interest in the Ashburn Property (the "**Salem Application**") and to discharge a Certificate of Pending Litigation ("**CPL**") and Order of the Honourable Mr. Justice Glustein dated August 9, 2016 (the "**Norris Order**"), both of which were obtained and registered against the Ashburn Property without notice to the Receiver or the Trustee.
15. The Receiver requires the dismissal of the Salem Application and discharge of the CPL and Norris Order on an urgent basis to facilitate the completion of the Ashburn Sale Agreement and to enable the Receiver to negotiate a resolution of the respective interests of the Receiver, the Trustee and Aimee in the Ashburn Property.
16. The same defined terms will be used herein as in the First, Second and Third Reports, unless otherwise defined.

SCOPE AND TERMS OF REFERENCE

17. In preparing this Fourth 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.

18. This Fourth Report has been prepared for the use of this Court and the Debtors' stakeholders for the sole purpose of responding to a motion brought by Gary on June 8, 2017 and returnable on June 13, 2017 to expunge reference to his past criminal conduct from the public record. Accordingly, the reader is cautioned that this Fourth 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 Fourth Report for any other purpose.
19. All references to dollars in this Fourth Report are in Canadian currency unless otherwise noted.

EVIDENCE OF GARY'S PAST CRIMINAL CONDUCT

20. The Interim Receiver's Report and the First, Second and Third Reports detail concerns about the conduct of Gary and Compuquest. The Receiver's pending report for the July 17, 2017 motion will include further details of such conduct.
21. Shortly after the Receiver's appointment, the Receiver learned from Minden Gross LLP, its independent counsel, that on September 12, 2006, Gary 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.
22. As a result of these charges, Gary was on probation at the time of the purchase of the Ashburn Property, which was the subject matter of the Second and Third Reports.
23. The evidence of Gary's guilty plea to money-laundering charges was included in the Second Report, along with other evidence of Gary's improper conduct, in support of CIBC's motion to appoint GTL as Receiver of the Ashburn Property.

24. Gary is seeking to expunge reference in the Second Report to the money laundering charge.
25. In his June 7, 2017 affidavit, Gary refers to an earlier fraud conviction in 1993, for which he received a pardon. Gary alleges in his affidavit that he disclosed all information that he was required to disclose to obtain the pardon.
26. The Receiver learned of Gary's earlier 1993 fraud conviction as a result of a package of documents found by the Receiver at Compuquest's premises on the Receiver's appointment. The package relates to applications by Gary to the Department of Homeland Security for permission to enter the United States and contains disclosure of the 1993 fraud conviction and the pardon.
27. The pardon is included in the package, dated December 19, 2007 and states as follows:

The National Parole Board is pleased hereby to award to Gary Bodimeade a pardon under the Criminal Records Act.

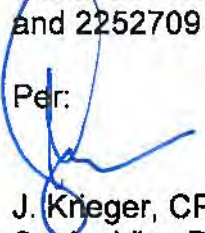
AND this pardon is evidence of the fact that the Board, after making proper inquiries, was satisfied that the said Gary Bodimeade has remained free of any conviction since completing the sentence and was of good conduct and that the conviction(s) should no longer reflect adversely on his/her character and, unless it ceases to exist or is subsequently revoked, requires the judicial record of conviction to be kept separate and apart from other criminal records and removes any disqualification to which Gary Bodimeade is, by reason of the conviction, subject by virtue of any Act of Parliament or a regulation made thereunder.

28. Attached as Confidential Appendix 1 is a copy of the package found by the Receiver at Compuquest's premises. The Receiver is providing this package on a sealed basis pending determination of Gary's request for a sealing order related to his prior criminal charges.

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:



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

B E T W E E N

CANADIAN IMPERIAL BANK OF COMMERCE

-and-

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

Applicant

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

FOURTH REPORT OF THE RECEIVER

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2

Catherine Francis (LSUC# 26900N)
cfrancis@mindengross.com
Tel: 416-369-4137
Fax: 416-864-9223

Lawyers for Receiver, Grant Thornton Limited

Appendix “8”

Applicant

Respondents

June 13/17 S. De Caria, for Gary Bodimeade.
C. Francis, for the Receiver

MR B brings this motion against the Receiver to expunge from the Receiver's materials filed in the court (vfr the R's website) any reference to Mr B's 2006 Guilty Plea to money laundering, his 2 year probation order & his discharge 3 years after the plea date ^(the "Discharge Info"). He seeks a sealing order for the Discharge Information. The Receiver does not oppose leave being granted in ac potunc to bring this motion.

Mr B relies on s. 6.1(1)(b) of the Criminal Records Act, RSC, 1985, c. C-47 as a prohibition against the R's disclosure of the Discharge Information. I do not read that section as broadly applying to restrict anyone, including private parties, from disclosing info without the prior approval of the Minister. It refers to a record of discharge "in the custody of the Commissioner or of any department or agency of the Government of Canada". I did not accept the argument that

24864388.1

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

MOTION RECORD

MILLER THOMSON LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, ON Canada M5H 3S1

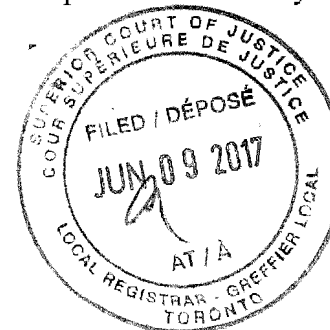
Greg Azeff LSUC#: 45324C

Tel: 416.595.2660/Fax: 416.595.8695
Email: gazeff@millerthomson.com

Stephanie De Caria LSUC#: 68055L

Tel: 416.595.2652/Fax: 416.595.8695
Email: sdecaria@millerthomson.com

Lawyers for the Respondents and Gary
Bodimeade



the words 'nor shall the existence... person' 149
open up the restriction to anyone. If the
legislators had intended to impose such a
broad restriction, they would not, in my
view, have done so in the second half
of a sentence that clearly references
federal government departments or agencies.
I agree with the interpretation in
Kripp v. Standard Life Assurance Co
2004 MBCB that info already in the
public domain is not covered by this section
of the CRA. It applies to records in the
custody of the Govt of Canada.

Mr B's counsel was unable to cite any case where this section has been applied to disclosure by private parties or that imposes a legal restriction on the R's disclosure of the Discharge Info.

There is simply no basis on which to expunge the Discharge Information. Mr. B's policy argument with respect to the effect of a discharge order may be one that he can raise on any court adjudication of a matter in which the Receiver seeks to rely on it or on the underlying facts but it is not a basis for expunging this LHO from the record. Nor is there any basis to depart from the open court principle & seal this information at this time, subject to any court order that may be made at a future date.

The motion is dismissed. Costs
payable by the unsuccessful party to
the Rec, in the amount of \$3000 all in
on a p. i. basis.

Conway

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

**UNOFFICIAL TRANSCRIPT OF THE ENDORSEMENT OF
CONWAY, J. DATED JUNE 13, 2017**

June 13, 2017

S. De Caria, for Gary Bodimeade
C. Francis, for the Receiver

Mr. Bodimeade brings this motion against the Receiver to expunge from the Receiver's materials filed with the court (and from the Receiver's website) any reference to Mr. Bodimeade's 2006 Guilty Plea to money laundering, his 2 year probation order and his discharge 3 years after the plea date (the "Discharge Information"). Alternatively, he seeks a sealing order for the Discharge Information. The Receiver does not oppose leave being granted nunc pro tunc to bring this motion.

Mr. Bodimeade relies on s. 6.1(1)(b) of the Criminal Records Act, RSC, 1985, c. C-47 as a prohibition against the Receiver's disclosure of the Discharge Information. I do not read that section as broadly applying to restrict anyone, including private parties, from disclosing information without the prior approval of the minister. It refers to a record of discharge "in the custody of the Commissioner or of any department or agency of the Government of Canada".

I do not accept the argument that the words “nor shall the existence...person” open up and impose the restriction on anyone. If the legislators had intended to impose such a broad restriction, they would not, in my view, have done so in the second half of a sentence that clearly references federal government departments or agencies. I agree with the interpretation in *Kripp v. Standard Life Assurance Co.* 2004 MBQB that information already in the public domain is not covered by this section of the CRA – it applies to records in the custody of the Government of Canada.

Mr. Bodimeade’s counsel was unable to cite any case where this section has been applied to disclosure by private parties or that imposes a legal restriction on the Receiver’s disclosure of the Discharge Information.

There is simply no basis on which to expunge the Discharge Information. Mr. Bodimeade’s policy argument with respect to the effect of a discharge order may be one that he can raise on any court adjudication of a matter in which the Receiver seeks to rely on it or on the underlying facts but it is not a basis for expunging this information from the record. Nor is there any basis to depart from the open court principle and seal this information at this time, subject to any court order that may be made at a later date.

The motion is dismissed. Costs payable by the unsuccessful party to the Receiver, in the amount of \$3000 all in on a partial indemnity basis.

Conway, J.

Appendix “9”

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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Without limiting the generality of the foregoing, neither all or any part of the contents of this report shall be disseminated or otherwise conveyed to the public in any manner whatsoever or through any media whatsoever or disclosed, quoted from or referred to in any report, financial statement, prospectus, or offering memorandum of the client, or in any documents filed with any governmental agency without the prior written consent and approval of the author as to the purpose, form and content of such dissemination, disclosure, quotation or reference.

Any use a non-authorized third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties.

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.

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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

Appendix “10”

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 Gary 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 BORROWERS collateral pledged as LENDERS 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 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. 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 BORROWERS 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 Gary 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 Gary 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.

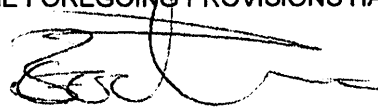
LENDER may, at its sole discretion, renew this RLOC upon expiration. At any time, LENDER may terminate this RLOC. All outstanding balances are due and payable immediately upon termination.

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


GARY BODIMEADE, BORROWER

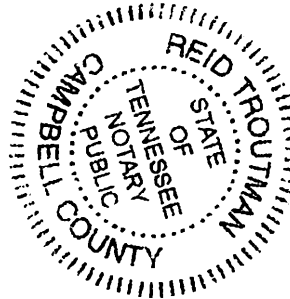
STATE OF TENNESSEE

COUNTY OF Campbell

Sworn to and subscribed before me this 31st day of Dec., 2015. 

[notary's signature & seal]

My commission expires: 3/30/19

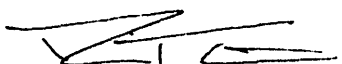


Dated: December 31, 2015


DEAN SALEM, LENDER

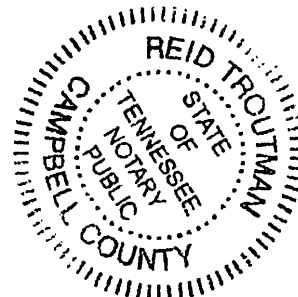
STATE OF TENNESSEE

COUNTY OF Campbell

Sworn to and subscribed before me this 31st day of Dec., 2015. 

[notary's signature & seal]

My commission expires: 3/30/19



Appendix “11”

Begin forwarded message:

From: Dean Salem <dean@norris1.com>
Date: February 3, 2016 at 11:59:31 AM EST
To: Aimee Bodimeade <sprouts5437@hotmail.com>
Cc: Andrea Robertson <andrearobertson27@yahoo.ca>
Subject: FWD: FWD: FWD: FWD: Introduction / Compuquest Business

Aimee and Andrea,

The thing that makes a creditor most uneasy is failure to respond or missed deadlines. Andrea said she would get back to me Monday 2/1/16. As I know professionals sometimes get busy, I gave the benefit of the doubt. Now we are at Wednesday and I know I have been ignored.

As I have previously stated in diplomatic terms, I require a very reasonable level of security to keep our line of credit and vendor relationship with Compuquest 2000 open. I have carried the company and, quite honestly, the Bodimeade family, for a long time. Gary has already signed the agreement. With a contested divorce in the process, I do not care to be caught in the middle with no security. Since Andrea asked on Friday 1/29/16, I will give you my reasons:

- 1) Andrea stated that neither she nor Aimee have any idea what the company is worth, yet you are asking for \$25,000 per month.
- 2) It is my opinion that \$25,000 per month and 1/2 the marital assets will jeopardize my investment.
- 3) As a principal of Compuquest 2000, Aimee has the authority to examine the books and any information regarding the company. The failure to do so in the more than 4 weeks I have been in contact is a professional and personal dereliction of duty - not something that makes a creditor feel comfortable.
- 4) CRA has performed several audits on Compuquest 2000 (one of which I bailed Compuquest 2000 out of). A contested divorce making high cost of living assertions brings the very high probability of additional CRA attention. I do not want to have my investment stuck in another bailout.

I have performed as a creditor and vendor in ways no other company or institution would have - ask any bank, accountant, lawyer, or colleague. To date, I have done this to help Gary and his family shoulder a difficult time - something I would have appreciated if I were in his position. I have given ample time for my sincerity to be researched with Compuquest's accountants, bankers, etc. I have made myself available for discussion. Today that ends. I have already sold Compuquest's orders for Feb to date (\$630,000 in revenue) to other

EXHIBIT No. 14
ON THE EXAMINATION OF
Gary Bodimeade IN
C134 V 1299746
HELD ON February 22, 2017
NEESON COURT REPORTING INC.

customers. I will not do business with Compuquest until the line is paid off - currently \$857,927.40. When the line is paid off, Compuquest's account will be on a COD basis for all future transactions.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(615)250-7937 Fax

----- Forwarded Message -----

From: Dean Salem <dean@norris1.com>
To: Aimee Bodimeade <sprouts5437@hotmail.com>
Cc:
Date: Fri, 29 Jan 2016 16:16:25 -0500
Subject: FWD: FWD: FWD: Introduction / Compuquest Business

Aimee,

Today is the last business day of the month. I have communicated very clearly with you and have not received the courtesy of a response. I have been Compuquest 2000's primary lender and supplier since December 2013 when I bailed the company out of its' tax problems. I have a US\$1,500,000 investment in Compuquest 2000. As I have made clear in my previous messages, I am not willing to keep that investment open through a contentious divorce of the company's principals without securing my position.

You have had 3 weeks to communicate with me, ask questions, and get to know the man and company that has kept Compuquest 2000 (your primary source of income) in business for the last several years. Instead, you have failed to make any attempt at communication - a discomfoting fact given my investment. Neither the promissory note nor the deadline is negotiable. Time is up today - If I do not receive your executed promissory note today (see attached), I will pull the line and begin collection proceedings.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(615)250-7937 Fax

----- Forwarded Message -----

From: Dean Salem <dean@norris1.com>
To: Aimee Bodimeade <sprouts5437@hotmail.com>
Cc:
Date: Tue, 19 Jan 2016 11:50:08 -0500
Subject: FWD: FWD: Introduction / Compuquest Business

Aimee,

I have sent 2 previous messages and have not received the courtesy of a response. Perhaps you do not understand - I will not be ignored.

More than 80% of Compuquest 2000's business is purchased from and / or financed by Norris Technologies and I personally. I am not willing to continue the relationship unless my investment is secured by you and Gary per the attached documents. Compuquest 2000 will not survive without this relationship. If I do not hear back from you today, I will begin proceedings to terminate the line and collect the balance.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(615)250-7937 Fax

----- Forwarded Message -----

From: Dean Salem <dean@norris1.com>
To: Aimee Bodimeade <sprouts5437@hotmail.com>
Cc:
Date: Mon, 11 Jan 2016 14:03:36 -0500
Subject: FWD: Introduction / Compuquest Business

Aimee,

I have not heard back from you regarding my email below. Please confirm you have reviewed the document and will be prepared to execute it next week. Without this document executed, I will no longer be able to offer terms to C2K. Please call or reply for questions or discussion.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(615)250-7937 Fax

----- Forwarded Message -----

From: Dean Salem <dean@norris1.com>
To: Aimee Bodimeade <sprouts5437@hotmail.com>
Cc:
Date: Tue, 5 Jan 2016 13:48:48 -0500
Subject: Introduction / Compuquest Business

Aimee,

I apologize for having to introduce myself in this manner, however, I am forced due to circumstance. I am not sure what you know of my relationship with Gary and Compuquest 2000 (C2K), so, at the risk of redundancy, I will give you some background. I have worked with Gary and C2K for 15+ years. My company, Norris Technologies, LLC, has been a supplier for C2K for most of those years. In 2010, I also began personally financing transactions for C2K at Gary's request. As you may or may not be aware, in December 2013 and January 2014, C2K faced a major tax issue and expulsion from HP which, had I not stepped in, would have bankrupted the company - everything would have been lost. For the last 2 years, I have worked closely and diligently with Gary to rebuild C2K.

Most of what Gary and I have accomplished has been on our relationship and our word. However, with the personal turmoil your family is experiencing, I can no longer rely on Gary's word, particularly in light of the fact that you are half owner in C2K and the marital assets Gary has always offered as security for our financial arrangements. With those personal assurances in jeopardy, it is necessary to formalize our line of credit to secure my investment in C2K. The purpose of Gary's visit to TN was to execute a formal legal agreement to protect my position (see attached).

Due to your position with C2K and your ownership in the marital assets, I will need for you to also execute a formal legal agreement to protect my position and keep the line of credit and the HP product flow open. My goal is to keep C2K's business operating, protect my investment, and not become embroiled in any disagreements in your family. I have also attached a formal legal agreement in your name identical to the agreement Gary executed. Please review the document and reply with any questions or concerns. We will need to execute the agreement before the end of the month. I am looking at visiting the week of the 18th, or you are certainly welcome to visit TN - please confirm this timeline works for you.

I look forward to meeting with you and continuing my work with C2K.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(615)250-7937 Fax

<PROMISSORY NOTE A BODIMEADE.pdf>

<PROMISSORY NOTE G BODIMEADE-executed.pdf>

Appendix “12”

DEAN A SALEM
 CONNIE N TEODORESCU
 HIAWATHA PROPERTY
 751 FOX RIDGE LN.
 CARYVILLE, TN 37714

73-269/421

1039

DATE

Feb-9-16

PAY TO
 THE ORDER OF

Compquest 2000 \$ 195000-
 - ONE HUNDRED & NINETY FIVE THOUSAND -

DOLLARS



Security Features
 Included
 Details on Back



MEMO

Dec Salem MP

⑆042102694⑆

4003206309 1039

EXHIBIT No. 4
 ON THE EXAMINATION OF
 GARY BURMADA
 CIBC V 12-99-746
 HELD ON February 22, 2017
 NEESON COURT REPORTING

DEAN SALEM
751 FOX RIDGE LN
CARYVILLE, TN 37714

$\frac{816}{642}$

1200

DATE FEB-9-16

PAY TO THE
ORDER OF

Compuquest 2000

\$ 19,500.00

~~ONE THOUSAND~~ 9500-00 ~~THOUSAND~~ 00-00 DOLLARS

BB&T

BRANCH BANKING AND TRUST COMPANY

MEMO

711032

Dean Sale

⑆064208165⑆ 0000117863980⑆ 1200

DEAN SALEM
751 FOX RIDGE LN
CARYVILLE, TN 37714

818
642

-1248

DATE FEB. 21-16

PAY TO THE
ORDER OF

Compuquest Zoo

\$ 125000-
DOLLARS

ONE HUNDRED FIFTY THOUSAND

BB&T
BRANCH BANKING AND TRUST COMPANY

Dean Salem

NP

MEMO

⑆064208165⑆ 0000117863980⑈1248


Karen Fox

From: Dean Salem <IMCEAEX-A@ca.gt.com>
Sent: Friday, February 26, 2016 12:31 PM
To: Gary
Subject: Cleared
Attachments: 16-02-08 Ck 1199.pdf; 16-02-19 Ck 1200.pdf; 16-02-22 Ck 1201.pdf

see attached

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(615)250-7937 Fax

EXHIBIT No. 5
ON THE EXAMINATION OF
Gary Budinheads IN
CTBL V 1299746
FILED ON February 22, 2017
ON COURT REPORTING INC.

Close

Front View

How to save this image

DEAN SALEM
781 FOX RIDGE LN
CARYVILLE, TN 37714

816
642

1199

DATE Feb 5/16

PAY TO THE ORDER OF Compuquest 2000 \$ 280,000.00

Two Hundred Eighty Thousand DOLLARS

BB&T
BRANCH BANKING AND TRUST COMPANY

MEMO Doc Sale

⑆064208165⑆ 0000117863980⑈1199

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Back View

How to save this image

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BB&T Check Images

Close

Check Number	Amount	Date Posted	Account Type	Account Number
1201	\$250000.00	02/23/2016	Checking	117883980

Front View

How to save this image

DEAN SALEM
781 FOX RIDGE LN
CARYVILLE, TN 37714

DATE FEB. 17. 16

PAY TO THE ORDER OF Compuquest 2000 \$ 250000
- Two hundred fifty thousand DOLLARS

BB&T
BRANCH BANKING AND TRUST COMPANY

MEMO Doc Sale

⑆064208165⑆ 0000117883980⑈1201

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Back View

How to save this image

Security Features on the back of the check include:

- Security Features:
- Microprint
- Watermark
- Security Thread
- Security Glue
- Security Ink
- Security Paper
- Security Thread
- Security Glue
- Security Ink
- Security Paper

DO NOT WRITE, STAMP OR SIGN ON THE BACK OF THE CHECK. THE BACK OF THE CHECK IS RESERVED FOR THE BANK'S USE.

022421625416

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EXHIBIT No. 6
ON THE EXAMINATION OF
Cathy Bachman IN
ABC V 1299746
HELD ON February 22, 2017
NEESON COURT REPORTING INC.

EXHIBIT No. 7
 ON THE EXAMINATION OF
Genes Bodin IN
CIR V. 12-99-746
 HELD ON February 27, 2017
 NEESON COURT REPORTING INC.

DEAN SALEM
 751 FOX RIDGE LN
 CARYVILLE, TN 37714

$\frac{816}{642}$ 1248

DATE FEB. 21-16

PAY TO THE ORDER OF Compugest Zoo \$ 125000
ONE HUNDRED - TWO - FIVE THOUSAND DOLLARS

BB&T
 BRANCH BANKING AND TRUST COMPANY

Dean Salem

⑆064208165⑆ 0000117863980⑈1248



CIBC Account Statement

1299746 ONTARIO INC.
O/A COMPUQUEST 2000

For Jan 1 to Jan 31, 2016

Account number
02-80410

Branch transit number
02242

The names shown are based on our current records, as of April 14, 2016. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

Account summary

Opening balance on Jan 1, 2016		\$4,852.21
Withdrawals	-	2,540,810.11
Deposits	+	2,539,854.99
Closing balance on Jan 31, 2016	USD =	\$3,897.09

Contact information

☎ 1 800 465 CIBC (2422)

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired
1 800 465 7401

Outside Canada and the U.S.
1 902 420 CIBC (2422)

🌐 www.cibc.com

Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Jan 1	Opening balance			\$4,852.21
Jan 4	MISC PAYMENT MIN MDR FEE ROYAL BANK CENTRAL CARD CENTRE	20.00		4,832.21
Jan 5	WIRE TRANSFER 02242 COMPUQUEST 2000 0520499 9564924		6,000.00	10,832.21
	CHEQUE 72237809 3454	10,000.00		832.21
	CHEQUE 72320738 3469	3,000.00		-2,167.79
Jan 6	TRANSFER 08642 FROM: 02242/71-87815 HIGHWAY 7 AND WEST BEAVER CREE DEPOSIT 07942 HWY #2 & GLENANNA BANKING CENT		2,167.79 29,380.00	0.00 29,380.00
Jan 7	DEPOSIT		26,529.57	55,909.57
Jan 8	CHEQUE 29143542 3439	1,200.00		54,709.57
Jan 11	DEPOSIT 01442 104 HARWOOD AVE. S		400,000.00	454,709.57

(continued on next page)

CIBC Account Statement

Jan 1 to Jan 31, 2016

Account number: 02-80410

Branch transit number: 02242

Transaction details (continued)

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Jan 11	Balance forward			\$454,709.57
Jan 12	CMO WIRE PAYMENT0120973 NORRIS	400,000.00		54,709.57
	DEPOSIT 01442 104 HARWOOD AVE. S		400,000.00	454,709.57
	OVERDRAFT INTEREST	1,375.98		453,333.59
Jan 13	CHEQUE 75495278 3474	7,500.00		445,833.59
Jan 14	DEPOSIT 01442 104 HARWOOD AVE. S		312,600.00	758,433.59
	DEBIT MEMO 09612	174,666.39		583,767.20
	DEPOSIT 01642 UNIONVILLE		3,164.00	586,931.20
	CHEQUE 29355528 2958	220,000.00		366,931.20
	CHEQUE 29355531 2950	180,000.00		186,931.20
Jan 15	DEPOSIT 01642 UNIONVILLE		9,706.70	196,637.90
Jan 18	DEPOSIT 01442 104 HARWOOD AVE. S		250,000.00	446,637.90
	CHEQUE 29441634 2944	250,000.00		196,637.90
	CHEQUE 32224086 3471	240.00		196,397.90
Jan 19	DEPOSIT 01322 THE WESTWOOD SHOPPING MALL		188,427.50	384,825.40
	WIRE TRANSFER 02242 COMPUQUEST 2000 1924057 9623051		17,500.00	402,325.40
	RETURNED CHEQUE Payment Stopped	400,000.00		2,325.40
	RETURNED CHQ CHG Payment Stopped	7.00		2,318.40
	CHEQUE 27535252 3475	470.00		1,848.40
	CHEQUE 29464746 3435	235.00		1,613.40
Jan 22	DEPOSIT 07942 HWY #2 & GLENANNA BANKING CENT		15,255.00	16,868.40
	CHEQUE 72218570 3476	13,000.00		3,868.40
Jan 26	CHEQUE 29084121 2949	90,000.00		-86,131.60
	CHEQUE 29084256 2943	39,000.00		-125,131.60
Jan 27	WIRE TRANSFER 02242 COMPUQUEST 2000 2704923 9655719		126,000.00	868.40
	DEPOSIT 07942 HWY #2 & GLENANNA BANKING CENT		250,000.00	250,868.40
	CMO WIRE PAYMENT0364813 NORRIS	250,000.00		868.40
	DEPOSIT 07942 HWY #2 & GLENANNA BANKING CENT		240,000.00	240,868.40

(continued on next page)

CIBC Account Statement

Jan 1 to Jan 31, 2016

Account number: 02-80410

Branch transit number: 02242

Transaction details (continued)

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Jan 27	Balance forward			\$240,868.40
	DEPOSIT 08642		157,287.23	398,155.63
	HIGHWAY 7 AND WEST BEAVER CREE			
	CHEQUE 26364432 2953	250,000.00		148,155.63
Jan 29	WIRE TRANSFER 02242		85,000.00	233,155.63
	COMPUQUEST 2000			
	2924165 9671512			
	DEPOSIT 07942		20,837.20	253,992.83
	HWY #2 & GLENANNA BANKING CENT			
	CHEQUE 36413776 2947	250,000.00		3,992.83
	X-BORDER CHQ FEE	39.00		3,953.83
	OVERDRAFT S/C	10.00		3,943.83
	SERVICE CHARGE	34.00		3,909.83
	DEPOSIT ITEM FEE	3.74		3,906.09
	17 AT .22			
	ACCOUNT FEE	6.00		3,900.09
	PAPER STMNT FEE	3.00		3,897.09
	Closing balance			\$3,897.09

Important: This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

***Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

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CIBC Account Statement

1299746 ONTARIO INC.
O/A COMPUQUEST 2000

For Feb 1 to Feb 29, 2016

Account number
02-80410

Branch transit number
02242

The names shown are based on our current records, as of April 14, 2016. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

Account summary

Opening balance on Feb 1, 2016		\$3,897.09
Withdrawals	-	2,172,282.70
Deposits	+	2,370,707.68
Closing balance on Feb 29, 2016	USD =	\$202,322.07

Contact information

1 800 465 CIBC (2422)

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired
1 800 465 7401

Outside Canada and the U.S.
1 902 420 CIBC (2422)

www.cibc.com

Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Feb 1	Opening balance			\$3,897.09
Feb 1	WIRE TRANSFER 02242 COMPUQUEST 2000 0123750 9679735		9,000.00	12,897.09
	WITHDRAWAL 07942 HWY #2 & GLENANNA BANKING CENT	6,400.00		6,497.09
	WITHDRAWAL 02542 WESTNEY HEIGHTS PLAZA	3,000.00		3,497.09
Feb 2	DEPOSIT 07942 HWY #2 & GLENANNA BANKING CENT		9,962.08	13,459.17
	MISC PAYMENT MIN MDR FEE ROYAL BANK CENTRAL CARD CENTRE	20.00		13,439.17
Feb 3	WIRE TRANSFER 02242 COMPUQUEST 2000 0327566 9691957		200,000.00	213,439.17

(continued on next page)

CIBC Account Statement

Feb 1 to Feb 29, 2016

Account number: 02-80410

Branch transit number: 02242

Transaction details (continued)

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Feb 3	Balance forward			\$213,439.17
Feb 4	WIRE TRANSFER 02242 COMPUQUEST 2000 0418624 9696228		38,000.00	251,439.17
	RETURNED CHEQUE	250,000.00		1,439.17
	Payment Stopped			
	RETURNED CHQ CHG	7.00		1,432.17
	Payment Stopped			
Feb 5	WIRE TRANSFER 02242 1432772 ONTARIO INC 0524085 9700946		52,936.80	54,368.97
	DEBIT MEMO 09612	52,000.00		2,368.97
	DEPOSIT 07942 HWY #2 & GLENANNA BANKING CENT		280,000.00	282,368.97
	DEPOSIT		79,100.00	361,468.97
	CHEQUE 32094351 2956	256,000.00		105,468.97
	CHEQUE 72386930 3465	242.19		105,226.78
Feb 8	OVERDRAFT INTEREST	621.75		104,605.03
Feb 9	CHEQUE 36039598 3477	65,000.00		39,605.03
Feb 10	DEPOSIT 01442 104 HARWOOD AVE. S		195,000.00	234,605.03
	CHEQUE 35341665 2957	200,000.00		34,605.03
Feb 12	WITHDRAWAL 07942 HWY #2 & GLENANNA BANKING CENT	500.00		34,105.03
Feb 17	DEPOSIT 01442 104 HARWOOD AVE. S		195,000.00	229,105.03
	CMO WIRE PAYMENT0708975 NORRIS TECH	175,000.00		54,105.03
	CMO WIRE PAYMENT0709588 NORRIS TECH	20,100.00		34,005.03
	DEBIT MEMO 09612	30,000.00		4,005.03
	CHEQUE 24379441 3466	300.00		3,705.03
Feb 18	WIRE TRANSFER 02242 COMPUQUEST 2000 1821743 9748549		7,400.00	11,105.03
	CHEQUE 72160151 3479	10,000.00		1,105.03
Feb 22	DEPOSIT 01442 AJAX SHOPPING CENTRE BANKING C		250,000.00	251,105.03
	DEBIT MEMO 09612	248,000.00		3,105.03
	TRANSFER 01442 FROM: 01442/02-18219 AJAX SHOPPING CENTRE BANKING C		6,780.00	9,885.03
	RETURNED CHEQUE	195,000.00		-185,114.97
	Payment Stopped			

(continued on next page)

CIBC Account Statement

Feb 1 to Feb 29, 2016

Account number: 02-80410

Branch transit number: 02242

Transaction details (continued)

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Feb 22	Balance forward			-\$185,114.97
	RETURNED CHQ CHG	7.00		-185,121.97
	Payment Stopped			
	WIRE TRANSFER 02242		190,000.00	4,878.03
	COMPUQUEST 2000			
	2222640 9760040			
	DEPOSIT 08642		110,734.35	115,612.38
	HWY 7 & WEST BEAVER CREEK BKG			
	MISC PAYMENT	60,000.00		55,612.38
	MC4855#08045916			
	ROYAL BANK CENTRAL CARD CENTRE			
	MISC PAYMENT	10.00		55,602.38
	MC CHGBK. FEE			
	ROYAL BANK CENTRAL CARD CENTRE			
Feb 23	TRANSFER 08642	35,976.56		19,625.82
	TO: 02242/71-87815			
	HWY 7 & WEST BEAVER CREEK BKG			
	DEPOSIT 07942		14,805.65	34,431.47
	HWY #2 & GLENANNA BANKING CENT			
	MISC PAYMENT	90,000.00		-55,568.53
	VI30 #08045916			
	ROYAL BANK CENTRAL CARD CENTRE			
	MISC PAYMENT	10.00		-55,578.53
	VISA CHGBK.FEE			
	ROYAL BANK CENTRAL CARD CENTRE			
	CHEQUE 36477502 2945	200,000.00		-255,578.53
Feb 24	WIRE TRANSFER 02242		256,000.00	421.47
	COMPUQUEST 2000			
	2411939 9769247			
	WIRE TRANSFER 02242		48,190.80	48,612.27
	1432772 ONTARIO INC			
	2439019 9770840			
	DEPOSIT 07942		27,798.00	76,410.27
	HWY #2 & GLENANNA BANKING CENT			
	DEBIT MEMO 09612	74,000.00		2,410.27
	REVERSAL 36477502 2945		200,000.00	202,410.27
Feb 25	CREDIT MEMO 02242		200,000.00	402,410.27
	DEAN A SALEM CHQ#2945 DD FEB10			
	RTN AS FUNDS NOT CLEAR PAT DEL			
	CORRECTION 02242	200,000.00		202,410.27
Feb 29	X-BORDER CHQ FEE	39.00		202,371.27
	OVERDRAFT S/C	5.00		202,366.27
	SERVICE CHARGE	33.00		202,333.27
	DEPOSIT ITEM FEE	2.20		202,331.07
	10 AT .22			

(continued on next page)

CIBC Account Statement

Feb 1 to Feb 29, 2016

Account number: 02-80410

Branch transit number: 02242

Transaction details (continued)

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Feb 29	Balance forward			\$202,331.07
	ACCOUNT FEE	6.00		202,325.07
	PAPER STMT FEE	3.00		202,322.07
	Closing balance			\$202,322.07

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CIBC Account Statement

1299746 ONTARIO INC.
O/A COMPUQUEST 2000

For Mar 1 to Mar 31, 2016

Account number
02-80410

Branch transit number
02242

The names shown are based on our current records, as of April 14, 2016. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

Account summary

Opening balance on Mar 1, 2016		\$202,322.07
Withdrawals	-	1,540,890.80
Deposits	+	1,338,507.95
Closing balance on Mar 31, 2016	USD =	-\$60.78

Contact information

1 800 465 CIBC (2422)
Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired
1 800 465 7401

Outside Canada and the U.S.
1 902 420 CIBC (2422)

www.cibc.com

Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Mar 1	Opening balance			\$202,322.07
Mar 2	CREDIT MEMO		1,808.00	204,130.07
	ibp#9800203 for usd1,808.00 at off offset remitter: even flo			
	WIRE TRANSFER 02242		199,985.00	404,115.07
	SUNNY MARINE LLC			
	0242245 9807326			
	WIRE TRANSFER 02242		1,000.00	405,115.07
	COMPUQUEST 2000			
	0221287 9807620			
	CHEQUE 22402148 2955	200,000.00		205,115.07
	REVERSAL 22402148 2955		200,000.00	405,115.07
Mar 3	WIRE TRANSFER 02242		13,217.20	418,332.27
	CDI COMPUTER DEALERS INC			
	0310833 9809866			
	DEPOSIT		30,000.00	448,332.27

(continued on next page)

CIBC Account Statement

Mar 1 to Mar 31, 2016
 Account number: 02-80410
 Branch transit number: 02242

Transaction details (continued)

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Mar 3	Balance forward			\$448,332.27
	WIRE TRANSFER 02242 COMPUQUEST 2000 0309883 9811094		21,000.00	469,332.27
	WIRE TRANSFER 02242 COMPUQUEST 2000 0319449 9813056		3,000.00	472,332.27
	DEBIT MEMO	70,005.74		402,326.53
Mar 4	DEBIT MEMO	200,069.15		202,257.38
Mar 8	WIRE TRANSFER 02242 Y Y PROFESSIONALS LTD 0804387 9826998		8,900.00	211,157.38
	DEBIT MEMO	200,068.89		11,088.49
	OVERDRAFT INTEREST	971.65		10,116.84
	CHEQUE 29156049 2948	250,000.00		-239,883.16
	NSF CHARGE Insufficient Funds	45.00		-239,928.16
	REVERSAL 29156049 2948		250,000.00	10,071.84
Mar 11	CHEQUE 30406879 2948	250,000.00		-239,928.16
	LATER DAY CHQ CORR 02242 2948		250,000.00	10,071.84
Mar 14	WIRE TRANSFER 02242 AESYSTEM INC 1451160 9853556		40,085.00	50,156.84
Mar 15	CHEQUE 30005362 2915	15,000.00		35,156.84
Mar 16	WIRE TRANSFER 02242 CDI COMPUTER DEALERS INC 1649719 9864776		64,818.75	99,975.59
	WIRE TRANSFER 02242 COMPUQUEST 2000 1627211 9865072		100,000.00	199,975.59
Mar 17	WIRE TRANSFER 02242 COMPUQUEST 2000 1717661 9868640		51,000.00	250,975.59
	DEBIT MEMO	250,063.19		912.40
Mar 23	WIRE TRANSFER 02242 COMPUQUEST 2000 2307185 9890155		70,000.00	70,912.40
	DEBIT MEMO	70,062.11		850.29
Mar 24	CHEQUE 78704036 3499	530.85		319.44
Mar 30	WIRE TRANSFER 02242 AESYSTEM INC 3047119 9919555		32,454.00	32,773.44
	COMMCASH DEBIT 09612	30,000.00		2,773.44

(continued on next page)

CIBC Account Statement

Mar 1 to Mar 31, 2016

Account number: 02-80410

Branch transit number: 02242

Transaction details (continued)

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Mar 30	Balance forward			\$2,773.44
	MISC PAYMENT SBGT747882 CIBC Trade Finance Division	4,000.00		-1,226.56
Mar 31	TRANSFER FROM: 02242/71-87815		1,240.00	13.44
	X-BORDER CHQ FEE	39.00		-25.56
	OVERDRAFT S/C	5.00		-30.56
	SERVICE CHARGE	21.00		-51.56
	DEPOSIT ITEM FEE 1 AT .22	0.22		-51.78
	ACCOUNT FEE	6.00		-57.78
	PAPER STMT FEE	3.00		-60.78
	Closing balance			-\$60.78

Important: This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

***Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

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® Registered trademark of CIBC

® Interac is a registered trademark of Interac Inc./CIBC Licensee



CIBC Account Statement

1299746 ONTARIO INC.
O/A COMPUQUEST 2000

For Apr 1 to Apr 12, 2016

Account number
02-80410

Branch transit number
02242

The names shown are based on our current records, as of April 14, 2016. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

Account summary

Opening balance on Apr 1, 2016		-\$60.78
Withdrawals	-	13,000.74
Deposits	+	13,100.00
Closing balance on Apr 12, 2016	USD =	\$38.48

Contact information

1 800 465 CIBC (2422)

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired
1 800 465 7401

Outside Canada and the U.S.
1 902 420 CIBC (2422)

 www.cibc.com

Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Apr 1	Opening balance			-\$60.78
Apr 4	TRANSFER FROM: 02242/71-87815		100.00	39.22
Apr 5	WIRE TRANSFER 02242 COMPUQUEST 2000 0522001 9946566		13,000.00	13,039.22
	CHEQUE 22047518 2922	13,000.00		39.22
Apr 8	OVERDRAFT INTEREST	0.74		38.48
	Closing balance			\$38.48

CIBC Account Statement**Apr 1 to Apr 12, 2016****Account number: 02-80410****Branch transit number: 02242**

Important: This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

***Foreign Currency Conversion Fee:**

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Appendix “13”

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

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

Respondents

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

**AFFIDAVIT OF DOUGLAS MACLAINE
(sworn April 28, 2016)**

I, DOUGLAS MACLAINE, of the Village of Grand Bend, in the Municipality of Lambton Shores, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am an Assistant General Manager in the Special Loans Department, with Canadian Imperial Bank of Commerce ("CIBC"). CIBC is a secured creditor of 1299746 Ontario Inc. o/a CompuQuest2000 ("CompuQuest") and 2252709 Ontario Inc. ("225" and, together with CompuQuest, the "Borrowers"), the respondents herein, and I am responsible for management of their accounts and their credit facilities with CIBC. As such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

PURPOSE

2. I am swearing this Affidavit in support of an application by CIBC for an order, amongst other things, appointing Grant Thornton Limited ("GTL"), as follows:

- (a) as interim receiver and, eventually, receiver, without security, of all the assets, undertakings and properties of CompuQuest; and
- (b) as receiver, without security, of all the assets, undertakings and properties of 225 and the real property municipally known as 1935 Silicone Drive, Pickering (the "Silicone Drive Location"), the registered owner of which is 225.

DESCRIPTION OF COMPUQUEST, 225, THEIR BUSINESS AND PRINCIPALS

3. CompuQuest is a privately-owned Ontario corporation, incorporated on June 9, 1998. CompuQuest's corporate profile report and list of registered business names are attached as Exhibit A to this Affidavit.

4. CompuQuest's corporate profile report indicates that CompuQuest's registered office is located at the Silicone Drive Location, and that its sole officer and director is Gary Wayne Bodimeade ("Bodimeade").

5. CompuQuest carries on business as a dealer of computer equipment. According to CompuQuest's website, printouts from which are attached hereto as Exhibit B, CompuQuest purports to purchase and sell over 13,000 off-lease, fully tested desktops and workstations on a monthly basis.

6. 225 is a privately-owned Ontario corporation, incorporated on August 5, 2010. 225's corporate profile report is attached as Exhibit C to this Affidavit.

7. 225's corporate profile report indicates that 225's registered office is located at the **Silicone Drive Location**, and that Bodimeade is an officer and director of 225. 225's only other officer and director is Aimee Lynn Bodimeade, who is Bodimeade's wife.

8. 225 is a real estate holding company, which owns the **Silicone Drive Location**. A copy of the parcel register for the **Silicone Drive Location** is attached as **Exhibit D** to this Affidavit.

CIBC'S SECURED/GUARANTEED LOANS TO COMPUQUEST

9. CompuQuest is indebted to CIBC in connection with certain credit facilities made available by CIBC to CompuQuest (the "**CompuQuest Facilities**"), pursuant to and under the terms of a letter credit agreement dated March 3, 2015, and accepted March 4, 2015 (as amended, replaced, restated or supplemented from time to time, the "**CompuQuest Credit Agreement**"), a copy of which is attached as **Exhibit E** to this Affidavit. Amounts owing to CIBC pursuant to the **CompuQuest Credit Agreement** are payable on demand.

10. As security for its obligations to CIBC, including, without limitation, its obligations under the **CompuQuest Credit Agreement** and the **CompuQuest Guarantee** (defined in paragraph 14 below), CompuQuest provided security in favour of CIBC, including, without limitation, a general security agreement dated November 21, 2008, granted by CompuQuest in favour of CIBC (the "**CompuQuest GSA**"), registration in respect of which was duly made pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA**"). A copy of the **CompuQuest GSA** is attached as **Exhibit F** to this Affidavit.

11. 225 guaranteed CompuQuest's obligations to CIBC, including, without limitation, CompuQuest's obligations under the **CompuQuest Credit Agreement**, pursuant to an unlimited

guarantee and postponement of claim dated March 26, 2015 (the **"225 Guarantee"**). A copy of the 225 Guarantee is attached as **Exhibit G** to this Affidavit.

CIBC'S SECURED/GUARANTEED LOANS TO 225

12. 225 is indebted to CIBC in connection with a term credit facility made available by CIBC to 225 (the **"225 Facility"**), pursuant to and under the terms of a letter credit agreement dated March 3, 2015, and accepted March 4, 2015 (as amended, replaced, restated or supplemented from time to time, the **"225 Credit Agreement"**), a copy of which is attached as **Exhibit H** to this Affidavit. Amounts owing to CIBC pursuant to the 225 Credit Agreement are payable on demand.

13. As security for its obligations to CIBC, including, without limitation, its obligations under the 225 Credit Agreement and the 225 Guarantee, 225 provided security in favour of CIBC, including, without limitation,

- (a) a general security agreement dated March 26, 2015, granted by 225 in favour of CIBC, registration in respect of which was duly made pursuant to the PPSA (the **"225 GSA"**), a copy of which is attached as **Exhibit I** to this Affidavit;
- (b) a collateral charge/mortgage in favour of CIBC on the Silicone Drive Location and registered on title on March 27, 2016 as Instrument No. DR1349677, in the principal amount of \$3,200,000 (the **"Charge"**), a copy of which is attached as **Exhibit J** to this Affidavit; and
- (c) a general assignment of leases and rents in respect of the Silicone Drive Location dated March 26, 2015 and registered on title on March 27, 2015 as Instrument No. DR1349679 (the **"GAR"**), a copy of which is attached as **Exhibit K** to this Affidavit.

14. In addition, CompuQuest guaranteed 225's obligations under the 225 Credit Agreement, pursuant to an unlimited guarantee and postponement of claim dated March 26, 2015 (the **"CompuQuest Guarantee"**). A copy of the CompuQuest Guarantee is attached as **Exhibit L** to this Affidavit.

OTHER SECURED CREDITORS

15. A copy of the certified PPSA search results for CompuQuest, with currency to February 28, 2016, is attached as **Exhibit M** to this Affidavit. The PPSA search results show that, in addition to CIBC's registrations, each of Penske Truck Leasing Canada Inc., Pfaff Leasing, A Division of Pfaff Motors Inc., Toyota Credit Canada Inc., Caterpillar Financial Services Limited, Royal Bank of Canada, Roynat Inc., Kubota Canada Ltd. and Business Development Bank of Canada have made registrations under the PPSA against CompuQuest (collectively, the "**Other CompuQuest Registrations**"). A summary of the Other CompuQuest Registrations is attached as **Exhibit N** to this Affidavit.

16. A copy of the certified PPSA search results for 225, with currency to February 28, 2016, is attached as **Exhibit O** to this Affidavit. The PPSA search results show that, in addition to CIBC's registrations, Roynat Inc., has made a registration under the PPSA against 225 (collectively, the "**Other 225 Registration**"). A summary of the Other 225 Registrations is attached as **Exhibit P** to this Affidavit.

17. As set out above, a copy of the parcel registry for the Silicone Drive Location is attached as **Exhibit D** to this Affidavit. The parcel registry shows that CIBC is the only secured creditor registered on title to the Silicone Drive Location.

FINANCIAL DIFFICULTIES

(a) ~~CIBC Expresses Concerns Regarding CompuQuest's Financial Performance~~

18. By letter dated February 11, 2016 (the "**Letter of Concern**"), Ivan Farquharson, Director and Team Leader GTA North – Commercial Banking, and one of the account managers then

overseeing the Borrowers' accounts, wrote to CompuQuest to advise that CIBC had concerns with CompuQuest's financial performance, CIBC's concerns related to, among other things,

- (a) CompuQuest's debt to effective equity ratio exceeding the ratio provided for in the CompuQuest Credit Agreement;
- (b) CompuQuest's failure to provide the financial reporting required under the terms of the CompuQuest Credit Agreement; and
- (c) CompuQuest drawing funds in excess of the maximum provided for under the CompuQuest Facilities.

19. As a result of these concerns, Mr. Farquharson advised CompuQuest that CIBC would not be renewing the CompuQuest Facilities, but that it was willing to continue to carry them until March 31, 2016, provided that CompuQuest complied with certain terms and conditions, including regularly providing CIBC with additional financial reporting (the "Additional Reporting"). A copy of the Letter of Concern is attached as Exhibit Q to this Affidavit.

20. Bodimeade, on behalf of CompuQuest, acknowledged and accepted the terms and conditions of the Letter of Concern on February 11, 2016.

21. As a result of CIBC's concerns, management of the Borrowers' accounts and credit facilities was transferred to my attention within the Special Loans Group on February 25, 2016.

(b) CIBC Becomes Aware of Unusual Account Activity

22. After the issuance of the Letter of Concern, CIBC's systems alerted CIBC's Fraud, Loss Prevention & Investigations department to certain unusual activity occurring within CompuQuest's accounts. In particular, CIBC became aware of:

- (a) circular activity, whereby amounts were transferred via cheques and wire transfers back and forth between CompuQuest's accounts and accounts belonging to a Mr. Dean Salem in Tennessee, among others; and

- (b) a significant number of large, round number debit transactions on CompuQuest's account,

each of which is deemed, pursuant to CIBC's policies, to be indicators of unusual activity.

23. In particular, CIBC became aware that it was common practice for CompuQuest to deposit a cheque from Mr. Salem, following which funds of a similar amount would be wired back to one of Mr. Salem's companies, Norris Systems, LLC and/or Norris Technologies, Inc. Thereafter a "stop payment" would be placed on the cheque from Mr. Salem, such that the cheque would be returned.

24. As an example of such unusual activity, on February 25, 2016, Bodimeade deposited a cheque from Mr. Salem in the sum of US\$125,000 (the "Salem Cheque") into CompuQuest's Canadian dollar account, by way of an automated teller machine. Bodimeade later advised CIBC that at the time he deposited the Salem Cheque, he was aware that Mr. Salem had already placed a "stop payment" on the cheque, such that Bodimeade deposited the Salem Cheque knowing that it had been cancelled and would therefore be returned.

25. Also on February 25, 2016, in accordance with CIBC's policy, I instructed the local branch at which CompuQuest's accounts are held to establish a "hold all" policy on all of the Borrowers' accounts, to ensure that all debit items from the accounts would be paid against cleared funds only. As a result of the implementation of the "hold all" policy, CompuQuest did not gain access to the funds that would otherwise have improperly been made available to it upon the deposit of the Salem Cheque.

(c) **CompuQuest Fails to Co-operate with CIBC**

26. On February 29, 2016 at 1:00 p.m., I attended at CompuQuest's premises at the Silicone Drive Location to meet with Bodimeade, together with Mr. Farquharson, and two other CIBC staff, Nikita Saygakov and John D'Aquila, who previously had management of the Borrowers' accounts and credit facilities.

27. At the February 29, 2016 meeting, I delivered to Bodimeade a letter from Mr. Saygakov and Mr. D'Aquila advising that, in response to the increased level of credit risk arising from CompuQuest's current financial situation, I would be managing CompuQuest's accounts and credit facilities going forward. A copy of this letter is attached as Exhibit R to this Affidavit.

28. As part of the February 29, 2016 meeting, I advised Bodimeade that CIBC required CompuQuest to permit GTL, as an independent third party, to review CompuQuest's records for the purpose of:

- (a) ~~verifying the value of CompuQuest's collateral;~~
- (b) ~~verifying the viability of the business; and~~
- (c) ~~analysing and assessing the unusual transactions.~~

29. I further advised Bodimeade that CIBC was in the process of retaining counsel to review CIBC's security, with a view to considering its options.

30. Finally, I advised Bodimeade that, if the Borrowers wished to avoid the costs associated with CIBC engaging GTL and legal counsel to conduct the proposed reviews, they could find alternate financing.

31. Following the February 29 meeting, Bodimeade and I exchanged numerous communications relating to the unusual activity in the accounts, and the holds that had been imposed on the Borrowers' accounts. As part of these exchanges, I explained to Bodimeade how he could continue to use the accounts to conduct business. Copies of these exchanges are attached as Exhibit S to this Affidavit.

32. By letter dated March 9, 2016, a copy of which is attached as Exhibit T to this Affidavit (the "March 9 Letter"), I confirmed CIBC's position with respect to the Borrowers' accounts and credit facilities, as it had already been conveyed to Bodimeade at the February 29 meeting, and imposed certain timelines. In this regard, I requested that the Borrowers respond by no later than March 11, 2016, by either:

- (a) acknowledging the terms of the March 9 Letter and executing an engagement letter permitting GTL to conduct the third-party review discussed at the February 29 meeting (the "Engagement Letter"), a copy of which was enclosed; or
- (b) providing CIBC with a plan to repay the Borrowers' indebtedness to CIBC in full on or before May 9, 2016, with detailed evidence of how this was to be accomplished to be provided by April 9, 2016.

33. I further reminded the Borrowers that the first tranche of Additional Reporting outlined in the Letter of Concern would be due shortly.

34. Between March 11, 2016, and March 23, 2016, Bodimeade and his counsel sent a number of communications to me and CIBC's counsel requesting additional time to consider the Borrowers' options. Copies of this correspondence are attached as Exhibit U to this Affidavit.

35. CIBC extended the deadline, as requested. On March 23, 2016, not having received a satisfactory response to the March 9 Letter, CIBC issued demands on the CompuQuest Credit Facility, which demands are described in greater detail below.

36. Following the issuance of the demands, the Borrowers retained new counsel. On April 1, 2016, the Borrowers' "insolvency" counsel advised that they would agree to GTL being engaged as part of a forbearance agreement.

37. Following further delays, which are detailed in the correspondence attached as Exhibit V to this Affidavit, Bodimeade eventually provided CIBC's counsel with a copy of the signed Engagement Letter on April 12, 2016, one full month after CIBC's initial deadline. A copy of the signed Engagement Letter is attached as Exhibit W to this Affidavit.

38. During the intervening period, and despite having agreed to do so by signing the Letter of Concern, Bodimeade did not provide CIBC with any of the Additional Reporting. To date, this information has not been provided.

39. Furthermore, the Borrowers have not fulfilled their regular monthly reporting requirements since December 31, 2015.

(d) CompuQuest Fails to Co-operate with GTL

40. On April 12, 2016, having received the executed Engagement Letter, Jonathan Krieger, a Senior Vice-President with GTL, wrote to Bodimeade to set up a meeting with Bodimeade and his accountant to discuss the business, tour the Silicone Drive Location, and discuss next steps. A copy of this correspondence is attached as Exhibit X to this Affidavit.

41. After an exchange of several emails, Bodimeade eventually agreed to meet with the GTL representatives on April 15, 2016, but advised that his accountant would not be available to meet. As part of this exchange, by email dated April 14, 2016 Mr. Krieger advised Bodimeade as follows:

"Notwithstanding Alan [the Borrowers' accountant] is not available this week, please provide us as soon as possible (and in advance of our Friday visit) a copy of your most recent detailed account receivable, inventory and accounts payable lists. There will be further information required, but these three are the immediate requirements for our review."

Copies of this correspondence are attached as **Exhibit Y** to this Affidavit.

42. I am advised by Mr. Krieger that he and Jan Oros, a manager with GTL, attended at the Silicone Drive Location on April 15, 2016, as agreed. Despite their requests, Bodimeade did not provide GTL with any accounting information in advance of the meeting.

43. I am further advised by Mr. Krieger that, upon touring the warehouse and interviewing CompuQuest's warehouse manager, Charminda, he learned that:

- (a) there was less than \$50,000 worth of inventory in the warehouse, and that it had been that way for some time;
- (b) the inventory present in the warehouse had largely been stripped of its key components and the inventory skids were marked accordingly;
- (c) CompuQuest had done very little business over the past few months; and
- (d) there are at least two sub-tenants occupying space in the Silicone Drive Location; a personal fitness facility and an insurance company.

44. I am advised by Mr. Krieger that, based on his tour of the Silicone Drive Location and his interviews of the staff made available to him, he was of the preliminary view that CompuQuest is not a viable business.

45. Following the site visit, on April 18, 2016, Krieger wrote to Bodimeade to request a list of additional documents required for GTL to conduct its review. As part of this correspondence, Mr. Krieger noted, *"While there are some items on the list which may take some time to compile, please provide the AJR, inventory and A/P information as an urgency."* A copy of this correspondence is attached as **Exhibit Z** to this Affidavit.

46. After additional delays, which are detailed in the correspondence attached as **Exhibit AA** to this Affidavit, on April 21 and 22, 2016, Bodimeade provided Krieger with:

- (a) an employee list;
- (b) a building appraisal and two tenant leases; and
- (c) several vehicle leases.

47. On April 21, 2016, Mr. Krieger again re-iterated to Bodimeade that he required the A/R, A/P and inventory list as soon as possible. A copy of this correspondence is attached as **Exhibit BB** to this Affidavit.

48. I am advised by Mr. Krieger that he finally received an accounts receivable report for March and April 2016 (the "Current A/R Report") from Bodimeade on April 27, 2016, a copy of which is attached as **Exhibit CC** to this Affidavit. The accounts payable and inventory list remain outstanding.

(e) GTL Analysis To Date

49. As at December 31, 2015, CompuQuest reported to CIBC that it had outstanding accounts receivable of US\$2,893,496, which converts to CAD\$3,542,114. Attached as **Exhibit DD** to this Affidavit is an accounts receivable listing dated December 31, 2015 reflecting this figure.

50. As set out in the Current A/R Report, the accounts receivable balance had declined to CAD\$965,380 by March 31, 2016, and declined again to CAD\$282,332 by April 26, 2016. CompuQuest's accounts receivable have therefore declined by over CAD\$3,000,000 since December 31, 2015.

51. In contrast, the amount owing to CIBC has remained relatively stable over this period. As at December 31, 2015, CompuQuest had drawn CAD\$1,744,307.66 on its revolving loan; this declined slightly to CAD\$1,692,155.14 as at March 31, 2016; and was back up to CAD\$1,748,900.18 on April 26, 2016.

52. Additionally, based on the reduction in the accounts receivable balance between March 31, 2016, and April 26, 2016, we would expect to have seen deposits to CompuQuest's account at CIBC totalling at least \$683,048 since March 31, 2016. In reality, deposits to CompuQuest's account during this period totalled only \$58,902.95.

53. As a result of the foregoing, it appears that either (a) CompuQuest is not accurately recording its accounts receivable, or (b) CompuQuest is not depositing the proceeds of its accounts receivable to its CIBC account, as it is required to do pursuant to the terms of the CompuQuest Credit Agreement. Either scenario raises serious concerns for me regarding the likelihood that CIBC will recover the amounts owing to it pursuant to the CompuQuest Credit Agreement, particularly in light of the Borrowers' failure to provide CIBC with complete and accurate reporting in a timely manner.

(f) CompuQuest's Dealings with Dean Salem

54. As set out above, CIBC has concerns relating to the flow of funds between CompuQuest and Mr. Salem and his companies in Tennessee.

55. At the meeting held February 29, 2016, Bodimeade attempted to explain the nature of his dealings with Mr. Salem. In this regard, he advised me that CompuQuest and Mr. Salem's companies jointly purchase large lots of computer equipment, which they divide as between their

companies for re-sale in accordance with their respective customer base requirements. He advised that these dealings result in the circular flow of funds which raised CIBC's concerns.

56. As part of his explanation, Bodimeade produced to me a copy of a document entitled "Revolving Line of Credit" made between Dean Salem and Norris Technologies, LLC ("Norris") as lender, and CompuQuest and Bodimeade as borrower, dated December 31, 2015. A copy of this document is attached hereto as Exhibit EE to this Affidavit.

57. Bodimeade's explanation did not alleviate my concerns regarding the circular flow of funds, and in fact, heightened my concern that he may be further encumbering or improperly dealing with the assets over which CIBC holds security. In particular, it did not address why there were so many "stop payments" placed on the cheques received from Mr. Salem's companies, nor why such cheques would continue to be deposited.

58. I am advised by Mr. Krieger that on April 25, 2016, Bodimeade produced to Mr. Krieger a copy of another document entitled "Revolving Line of Credit", a copy of which is attached as Exhibit FF to this Affidavit. This document is very similar to the "Revolving Line of Credit" produced to me on February 29, 2016, except that the borrower is listed as CompuQuest and Aimee Bodimeade, who is Bodimeade's wife, and, even though the document is dated December 31, 2015, the document was signed by Ms. Bodimeade on March 3, 2016, three days after my meeting with Bodimeade.

59. I believe that CIBC's security ranks in priority to any security interests purportedly granted in favour Mr. Salem and Norris pursuant to these documents. However, the existence of these documents, and the fact that Bodimeade and/or his wife have continued to negotiate and enter into such arrangements in the face of CIBC's concerns, as conveyed to Bodimeade by way

of the Letter of Concern and our subsequent communications, raise additional concerns for CIBC as to the nature of CompuQuest's business.

DEMAND

60. As of March 23, 2016, pursuant to the CompuQuest Credit Agreement and the CompuQuest Guarantee, CompuQuest was indebted to CIBC for the following sums for principal and interest, totalling \$4,859,212.62, plus interest and any and all costs and expenses (including, without limitation, legal and other professional fees) incurred by CIBC (collectively, the "CompuQuest Indebtedness"):

Credit Facility	Total
Operating Overdraft	
Principal:	Cdn\$1,734,080.35
Interest to date:	\$3,901.26
Total outstanding:	Cdn\$1,737,981.61
<i>Per diem: \$199.54</i>	
Term Loan (as guarantor of the 225 Facility)	
Principal:	Cdn\$3,101,246.09
Interest to date:	\$10,053.21
Total outstanding:	Cdn \$3,111,299.30
<i>Per diem: \$330.52</i>	
Corporate Classic Visa	
Balance:	Cdn\$9,931.71
Total outstanding:	
<i>Per diem: \$5.71</i>	
Total Indebtedness	Cdn\$4,859,212.62

61. CIBC made formal written demand on each of CompuQuest and 225 by letters dated March 24, 2016, for payment of the CompuQuest Indebtedness (together, the "CompuQuest Demand Letters"). In accordance with the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA"), Notices of Intention to Enforce Security pursuant to subsection 244(1) of the BIA (the "CompuQuest BIA Notices") accompanied the CompuQuest Demand Letters.

Copies of the CompuQuest Demand Letters and the CompuQuest BIA Notices are attached collectively as **Exhibit GG** to this Affidavit.

62. As of April 19, 2016, pursuant to the 225 Credit Agreement, 225 was indebted to CIBC for the following sums for principal and interest, totalling \$3,102,116.44, plus interest and any and all costs and expenses (including, without limitation, legal and other professional fees) incurred by CIBC (collectively, the **"225 Indebtedness"**)¹:

Credit Facility	Total
Facility #1 (Non-Revolver Demand Instalment Loan)	
Outstanding loan:	\$3,092,092.91
Interest to date:	\$10,023.53
Total outstanding:	\$3,102,116.44
<i>Per diem: \$329.54</i>	
Total Indebtedness	\$3,102,116.44

63. CIBC made separate formal written demand on 225, as borrower, by letter dated April 19, 2016, for payment of the 225 Indebtedness (the **"225 Demand Letter"** and, together with the CompuQuest Demand Letters, the **"Demand Letters"**). In accordance with the BIA, a Notice of Intention to Enforce Security pursuant to subsection 244(1) of the BIA (the **"225 BIA Notice"**) accompanied the 225 Demand Letter. Copies of the 225 Demand Letter and the 225 BIA Notice are attached collectively as **Exhibit HH** to this Affidavit.

APPOINTMENT OF AN INTERIM RECEIVER AND RECEIVER

64. As of the time of swearing this Affidavit, the Borrowers have failed to make payment in accordance with the Demand Letters, make alternative arrangements acceptable to CIBC, or provide CIBC with any evidence that they are working towards viable alternative arrangements.

¹ The 225 Indebtedness is also reflected as the **"Term Loan"** in the chart at paragraph 54 above, as CompuQuest is a guarantor of the 225 Facility.

65. The Borrowers have shown themselves to be insolvent and unable to fulfill their obligations to CIBC.

66. CIBC has, at all times, acted in good faith towards the Borrowers. CIBC considers it reasonable and prudent to begin the enforcement of its security in an effort to recover the amounts owing to it, and it is within CIBC's rights under the CompuQuest Credit Agreement, the 225 Credit Agreement, and CIBC's security to do so.

67. In the circumstances set out above, I believe that it is just and equitable that an interim receiver be appointed over CompuQuest. An interim receiver is necessary for the protection of CompuQuest's estate, CIBC's interests, and, perhaps, the interests of other stakeholders. CIBC believes that the appointment of an interim receiver, and eventually, a receiver, would enhance the prospect of recovery by CIBC and protect all stakeholders.

68. Similarly, I believe that it is just and equitable that a receiver be appointed over CompuQuest, 225 and the Silicone Drive Location. A receiver is necessary for the protection of the Borrowers' respective estates, CIBC's interests, and, perhaps, the interests of other stakeholders. CIBC believes that the appointment of a receiver would enhance the prospect of recovery by CIBC and protect all stakeholders.

69. CIBC proposes that GTL be appointed as interim receiver, and eventually, receiver, of CompuQuest, and as receiver of 225 and the Silicone Drive Location.

70. GTL is a licensed trustee in bankruptcy and is familiar with the circumstances of CompuQuest, 225 and their arrangements with CIBC.

71. GTL has consented to act as interim receiver and receiver should the Court so appoint it.

A copy of GTL's consent to act as interim receiver is attached as **Exhibit II** to this Affidavit. A copy of GTL's consent to act as receiver is attached as **Exhibit JJ** to this Affidavit.

72. This Affidavit is made in support of the within application, and for no other or improper purpose whatsoever.

SWORN before me at the City of
London, in the Province of Ontario,
this 28th day of April, 2016,

Commissioner for taking affidavits, etc.

)
)
)
)



DOUGLAS MACLAINE

CANADIAN IMPERIAL BANK OF COMMERCE

- and -

1299746 ONTARIO INC. o/a COMPUQUEST2000 et al.

Applicant

Respondents

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

**AFFIDAVIT OF DOUGLAS MACLAINE
(sworn April 28, 2016)**

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

Steven L. Graff (LSUC # 31871V)
Tel: (416) 865-7726
Fax: (416) 863-1515
Email: sgraff@airdberlis.com

Miranda Spence (LSUC # 60621M)
Tel: (416) 865-3414
Fax: (416) 863-1515
Email: mspence@airdberlis.com

Lawyers for Canadian Imperial Bank of Commerce

Appendix “14”

From: Gary Bodimeade
Sent: Thursday, February 25, 2016 1:54 PM
To: Dean Salem (dean@norris1.com)
Subject: FW:
Attachments: IMG_20160224_1722110.jpg

This is the check you will need to put a stop on.

I just got off the line with my bank, based on the overdrafts and the few checks that were stopped they have put me on a 21 day hold for any USD deposits.

Give me a buzz when you get a second as I have a resolution

From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Thursday, February 25, 2016 1:49 PM
To: Gary Bodimeade <garyb@compuquest2000.com>
Subject:

DEAN SALEM
751 FOX RIDGE LN
CARYVILLE, TN 37714

816
642

1248

DATE

FEB. 21-16

PAY TO THE
ORDER OF

Compuquest 2000

ONE HUNDRED FIFTY FIVE THOUSAND

\$

125000-

DOLLARS



Security
Features
Details on
Back

BB&T

BRANCH BANKING AND TRUST COMPANY

Dean Salem

NP

MEMO

⑆064208165⑆ 0000117863980⑆ 1248

Appendix “15”

From: Gary Bodimeade
Sent: Thursday, March 03, 2016 5:38 PM
To: 'Dean Salem'
Subject: RE: Financial Institutions

Perfect, I will sculpt an email now

-----Original Message-----

From: Dean Salem [mailto:dean@norris1.com]
Sent: Thursday, March 3, 2016 5:26 PM
To: Gary <garyb@compuquest2000.com>
Subject: Financial Institutions

This is what I recommend (attachments too):

I understand your concerns, however, as we discussed when we met, my business transactions have been occurring in the exact same fashion for several years during my time as a CIBC customer. I have always answered all questions ever asked about my business. In addition, I have provided documentation about my business relationships and can provide further documentation regarding inventory, shipments, and anything else you require. I am not sure what internal safeguards were triggered at CIBC, but I can provide documentation and proof that our business is 100% legitimate - 17 years running. I would hope that, with a business relationship as long as ours, someone within CIBC would champion our cause. Regardless, even if no one champions the truth, we will remain linked as I transition my business. During that time, it is of the utmost importance that you help me maintain my business.

Today, CIBC bounced a check (#2945) that had previously cleared (see attached).

This creates a major discrepancy as CIBC debited my account for \$200,000 and also failed to pay the funds to the payee (see attached). This is a contradiction that needs immediate attention - it is damaging my business relationship. As we discussed, if you have questions regarding any of my deposits, my customers and business partners are willing to provide documentation of clearing on any deposits in question.

From: Gary Bodimeade
Sent: Monday, March 21, 2016 2:00 PM
To: 'Dean Salem'
Subject: RE: FW: e-mail

Perfect , I will forward it over to him

From: Dean Salem [mailto:dean@norris1.com]
Sent: Monday, March 21, 2016 1:57 PM
To: Gary <garyb@compuquest2000.com>
Subject: re: FW: e-mail

John,

Unfortunately, an email cannot be canceled once it is sent. The content of the email was extremely private and the asserted assumptions made by CIBC are defamatory in nature. This is a problem which will require more than a simple apology.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(615)250-7937 Fax

----- **Original Message** -----

From: Gary Bodimeade <garyb@compuquest2000.com>
To: Dean Salem <dean@norris1.com>
Cc:
Date: Mon, 21 Mar 2016 12:27:47 -0400
Subject: **FW: e-mail**

From: D'Aquila, John [mailto:John.D'Aquila@cibc.com]
Sent: Monday, March 21, 2016 11:58 AM
To: Gary Bodimeade <garyb@compuquest2000.com>
Cc: MacLaine, Doug <Doug.MacLaine@CIBC.com>; D'Aquila, John <John.D'Aquila@cibc.com>
Subject: Re: e-mail

Hi Gary,

Just called your office and left a voice mail message. Basically, I have been having numerous issues with my laptop and it auto filled the mystery recipient.

The mystery recipient responded immediately to me and I requested he cancel the email which he confirmed. I apologize as I didn't even realize the error as I just hit respond to all in my response.

That's the explanation. Apologize. JD

Sent from my BlackBerry 10 smartphone on the TELUS network.

From: Gary Bodimeade
Sent: Monday, March 21, 2016 9:59 AM
To: D'Aquila, John
Subject:

Thanks for the call on Friday, I would ask that you please send me the explanation of what happened with the email dated Feb 24 and the mystery recipient included on the thread by email please.

Thank you

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

“Celebrating our 17th year in business”

Appendix “16”

Oros, Jan

From: Dean Salem
Sent: Saturday, March 5, 2016 2:13 PM
To: Gary
Subject: Collections for week of 3/7/16

Hey Brother,

As we discussed, receivables and your HST refund (\$160K) should cover the \$250K check outstanding.

Other money to be sent to Norris this week:

KING AIRE – SOLD AT \$505 USD \$245255 owed – Equity of \$259,744 USD
 OPTIMUS – SOLD AT \$135000 USD - \$71167 owed – Equity of \$63,833 USD
 STACKER TRAILER SOLD AT \$39500 USD - \$0 owed – Equity of \$39,500 USD
 Other trailer to be sold this week - Equity of \$30,000 USD
 Total - \$543,177.00 USD

Please confirm these numbers are correct so I can plan for my outgoing payments. Thanks Brother - enjoy the rest of the weekend.

Regards,
 Dean Salem
 Norris Companies
 (865)426-9615 Phone
 (615)250-7937 Fax

----- Original Message -----

From: Gary Bodimeade <garyb@compuquest2000.com>
To: Dean Salem <dean@norris1.com>
Cc:
Date: Wed, 2 Mar 2016 13:35:44 -0500
Subject: personal assets that are closed

KING AIRE – SOLD AT \$505 USD \$245255 owed – Equity of \$259744 USD

OPTIMUS – SOLD AT \$135000 USD - \$71167 owed – Equity of \$63833

STACKER TRAILER SOLD AT \$39500 USD - \$0 owed – Equity of \$39500

Working on the business ones now also

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

Oros, Jan

From: Gary Bodimeade
Sent: Monday, April 25, 2016 11:00 AM
To: Dean Salem (dean@norris1.com)

I have sent another email to Greg with regards to the new letter received last week and again asked for some reassurances about the nature of the letter. I will advise as soon as I hear something back.

I totally understand your concerns and fears with what has been happening over the last few months and would feel the exact same way. In the close to 3 years you have been saving my sorry ass and going above and beyond what any normal person would have done for me, we have had a relationship that has been up and down, I would like to think its been up more than down and with your continued help I know I can get it back on the rails. Even though it's going to be a huge uphill battle but it's one I know I can win.

I have been able to cut expenses substantially and will continue to cut wherever I can. For the first time in 10 years they are manageable and with what's happening personally those expenses should go down even more. I have cut all my staff other than 3 and am looking at another 1 or 2 if need be.

In the past 3 years we have moved a lot of product and gone from well over a million down to under \$300k and the only way I can do that is by getting product and working to squeeze every penny of profit from each and every unit. Over the last 2 months we have only received 2 loads in total. Given the circumstances I totally understand why we have not been able to see product and would more than likely do the exact same thing to you that said the only way I can pay you back, as I have proven in the past in to continually move product and do what I do best. With only 2 loads received it's really hard to generate any profits. Our sales to date in April are \$175k down from \$1.2 YTD. I have given you every penny I have received from the sales of any personal assets and will continue to do so, unfortunately when I am relying on other people to come through for me it seems it never happens in a timely fashion. I tell you what these guys are telling me and ultimately makes me look bad even though I am only sharing the information they provide to me, I apologize for seeming like I am stringing you along but that's not the case at all. I will continue you to sell whatever I can and forward any equity to you to pay down the debt.

With what's going on with Aimee and the bank I would not blame you for wanting to bail and if you did I would have no ill feelings towards you at all. What you have done over the last 3 years for me is un-real and nobody would have ever done what you have done and for that I am forever in debited to you. I would never not pay you back every dime that is owed, if that means me selling the house then that's what I need to do but rest assured your debt is not and will never be in danger of not being paid back in full. I have asked my insurance agent to cash in my RRSP (\$160k), I will be taxed huge but its another 90-125 k that can send to you as soon as I receive it. With the 2 trailers and the smaller RV and my RRSP I will be able to get over another approx. \$260k or so.

I did finally dial in and it looks like TD held one of my deposits last week that made that check bounce, I have already left a message for John as to why they would hold a check from another TD account, once I get it figured out I will send over the wire and see if I can get a letter from them. I'm sorry once again. I can't seem to get anything right these days.

I have to deal with Amex as well, not sure what I am going to do but I will figure it out without your help, they are going to have to get in line I guess, that's all I can do at this point. That is another thing I relied on you for and should not have.

It's a sinking ship that I still believe can be saved with a lot of hard work and the continued support from you but again, I totally understand if you have had enough and will back you 100% on whatever you decide.

Either way, I am truly grateful for everything you have done for me and will never forget it ☺

I am going to head out to the doctors for a few as I feel like crap and want to try and fix whatever I have before it gets bad like last time.

Gary Bodimeade
CQ2K
1935 Silicone Drive
Pickering, Ontario, Canada

Email: garyb@compuquest2000.com
Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

Appendix “17”

From: Gary Bodimeade
Sent: Thursday, March 10, 2016 1:20 PM
To: 'Dean Salem'
Subject: RE: FW: RV

On it now

-----Original Message-----

From: Dean Salem [mailto:dean@norris1.com]
 Sent: Thursday, March 10, 2016 1:17 PM
 To: Gary <garyb@compuquest2000.com>
 Subject: re: FW: RV

She does not say when it is funding. Can you get an answer there?

Regards,
 Dean Salem
 Norris Companies
 (865)426-9615 Phone
 (615)250-7937 Fax

----- Original Message -----

FROM: Gary Bodimeade <garyb@compuquest2000.com>
 TO: Dean Salem <dean@norris1.com>
 CC:
 DATE: Thu, 10 Mar 2016 13:02:56 -0500

SUBJECT: FW: RV

Please see below,

I guess as the finance is in mine and the Companies name it will have to be to both me and CQ2K.

I can deposit this once received into the new account and wire it to you the same days its done

-----Original Message-----

From: Heather Levitt [mailto:hlevitt@pfaffleasing.com]
 Sent: Thursday, March 10, 2016 1:01 PM
 To: Gary Bodimeade <garyb@compuquest2000.com>
 Subject: RV

Hi Gary

In respect to selling your 2014 Newmar King Aire RV in the U.S. we will be issuing a Cheque for the equity to Compuquest 2000 and Gary Bodimeade in U.S. Funds once the funds have been received for the purchase price.

If you need further information please do not hesitate to contact me.

Thanks

Heather Levitt-Simmons
 Account Manager

hlevitt@pfaffleasing.com<mailto:hlevitt@pfaffleasing.com>
 T 905-851-6311 x5212
 D 905-265-2882

C 416-505-0462
F 905-265-2899

Pfaff Leasing
618 Chrislea Road | Woodbridge, ON L4L 8K9 pfaffleasing.com<<http://pfaffleasing.com>>
[cid:image001.jpg@01D0E562.55C9F940]

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[Leasing]

Appendix “18”

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2516869	CQ2K COMPUTER SALES INC.	2016/05/05
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
813 BROCK ROAD	NOT APPLICABLE	NOT APPLICABLE
Suite # 7 PICKERING ONTARIO CANADA L1W 3L8	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
813 BROCK ROAD		NOT APPLICABLE
Suite # 7 PICKERING ONTARIO CANADA L1W 3L8	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Date Commenced in Ontario	Date Ceased in Ontario
	00001 00010	NOT APPLICABLE
Activity Classification		
NOT AVAILABLE		

CORPORATION PROFILE REPORT

Ontario Corp Number

2516869

Corporation Name

CQ2K COMPUTER SALES INC.

Corporate Name History

CQ2K COMPUTER SALES INC.

Effective Date

2016/05/05

Current Business Name(s) Exist:

YES

Expired Business Name(s) Exist:

NO

Administrator: Name (Individual / Corporation)

BRADLEY
AUSTIN
FISHER

Address

42 BAYERN DRIVE

WHITBY
ONTARIO
CANADA L1M 0A3

Date Began

2016/05/06

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2516869

Corporation Name

CQ2K COMPUTER SALES INC.

Administrator:

Name (Individual / Corporation)

BRADLEY
AUSTIN
FISHER

Address

42 BAYERN DRIVE

WHITBY
ONTARIO
CANADA L1M 0A3

Date Began

2016/05/06

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

BRADLEY
AUSTIN
FISHER

Address

42 BAYERN DRIVE

WHITBY
ONTARIO
CANADA L1M 0A3

Date Began

2016/09/06

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2516869

Corporation Name

CQ2K COMPUTER SALES INC.

Administrator:

Name (Individual / Corporation)

MICHELE
JESSICA
FISHER

Address

42 BAYERN DRIVE

WHITBY
ONTARIO
CANADA L1M 0A3

Date Began

2016/09/06

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

MICHELE
JESSICA
FISHER

Address

42 BAYERN DRIVE

WHITBY
ONTARIO
CANADA L1M 0A3

Date Began

2016/09/06

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2516869

Corporation Name

CQ2K COMPUTER SALES INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2016/10/24

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

Request ID: 019846538
Transaction ID: 63395489
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/01/26
Time Report Produced: 11:32:02
Page: 1

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LIST OF CURRENT BUSINESS NAMES REGISTERED BY A CORPORATION

Ontario Corporation Number

2516869

CORPORATION NAME

CQ2K COMPUTER SALES INC.

REGISTRATION DATE	BUSINESS NAME	EXPIRY DATE	BUSINESS ID NUMBER
2016/05/24	PHASE5 IT SOLUTIONS	2021/05/23	260542048

THE REPORT SETS OUT ALL BUSINESS NAMES REGISTERED OR RENEWED BY THE CORPORATION IN THE PAST 5 YEARS AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. IF MORE DETAILED INFORMATION IS REQUIRED, YOU MAY REQUEST A SEARCH AGAINST INDIVIDUAL NAMES SHOWN ON THIS REPORT.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

Appendix “19”

12:07 PM
01/18/16

COMPUQUEST2000

A/R Aging Summary (Values in Home Currency)

As of December 31, 2015							exchange	total
	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL		
ASBEGUARD EQUIPMENT INC	0.00	0.00	2,441.93	-2,441.93	0.00	0.00		
AST	0.00	0.00	0.00	0.00	0.50	0.50		
CANADA COMPUTERS	0.00	291,285.75	156,934.40	0.00	0.00	448,220.15		
CDI COMPUTERS	0.00	194,817.65	180,110.70	0.00	0.00	374,928.35	0.3	112478.51 487,406.86
CNB COMPUTERS	0.00	78,433.30	0.40	0.00	0.00	78,433.70	0.3	23530.11 101,963.81
COMPUGEN FINANCE INC	0.00	8,136.00	17,162.85	0.00	-514.15	24,784.70		
DONALD HAMILTON -	0.00	2,041.71	0.00	0.00	0.00	2,041.71		
EVEN-FLOW	0.00	1,073.50	0.00	0.00	0.00	1,073.50		
JB MICRO INC	0.00	13,200.00	0.00	0.00	0.00	13,200.00	0.3	3960 17,160.00
KM PARTS	0.00	0.00	632.80	0.00	0.00	632.80		
MADE TECHNOLOGY LLC	0.00	798,420.00	0.00	0.00	0.00	798,420.00	0.3	239526 1,037,946.00
MK TRADING	0.00	0.00	167,162.00	-5,054.00	0.00	162,108.00	0.3	48632.4 210,740.40
NORRIS -	81,875.00	272,026.00	0.00	0.00	0.00	353,901.00	0.3	106170.3 460,071.30
SENTONLI TECHNOLOGY	0.00	0.00	152,130.00	0.00	0.00	152,130.00	0.3	45639 197,769.00
SUNTERA	0.00	0.00	0.00	250.00	0.00	250.00		
SUNTERA-US	0.00	0.00	0.00	46,218.23	0.00	46,218.23	0.3	13865.469 60,083.70
TECHDATA	0.00	72,207.00	162,548.24	0.00	0.00	234,755.24		
TECHDATA-US	0.00	33,563.26	55,070.45	0.00	0.00	88,633.71	0.3	26590.113 115,223.82
TECHWRECKERS INC	0.00	5,546.04	0.00	0.00	0.00	5,546.04		
TWELEVE ELECTRONICS	0.00	0.00	94,088.00	0.00	0.00	94,088.00	0.3	28226.4 122,314.40
XDS ELECTRONICS	0.00	10,893.20	3,237.45	0.00	0.00	14,130.65		
TOTAL	81,875.00	1,781,643.41	991,519.22	38,972.30	-513.65	2,893,496.28	648,618.30	2,810,679.29
RED = USD								
INSURED								
EXCHANGE						648,618.30		
TOTAL RECEIVABLES						3,542,114.58		
INSURED				1,761,127.96	0.9	923,321.00		
NON- INSURED				1,780,986.62	0.75	1,892,634.05		
						2,815,955.05		
Less Payables						315505.42		
MARGIN								

12:06 PM
01/18/16

COMPUQUEST2000

A/P Aging Summary (Values in Home Currency)

As of December 31, 2015

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL		
BATTLEFIELD EQUIPMENT RENTALS	0.00	275.20	0.00	2,834.21	0.00	3,109.41		
BEE SAFE AND LOCK	0.00	646.87	0.00	0.00	308.38	955.25		
BELL-FAX	0.00	206.48	0.00	0.00	0.00	206.48		
BELL - INTERNET	0.00	125.05	0.00	0.00	0.00	125.05		
CULLIGAN WATER COND BARRIE LTD	0.00	407.99	0.00	101.29	321.83	831.11		
ENBRIDGE	0.00	554.02	0.00	0.00	-872.73	-318.71		
EXTREME COMMERCIAL MECHANICAL	0.00	431.72	0.00	0.00	0.00	431.72		
FED-EX	0.00	0.00	0.00	0.00	406.53	406.53		
GFL	0.00	1,178.01	0.00	352.66	0.00	1,530.67		
GRAYS	0.00	0.00	0.00	634.86	634.75	1,269.51		
NORRIS SYSTEMS	189,058.00	0.00	0.00	0.00	0.00	189,058.00	0.3	56717.4
NT LLC	5,950.00	0.00	0.00	0.00	0.00	5,950.00	0.3	1785
PARKWOOD AND CAVANAUGH	0.00	0.00	24,755.00	0.00	0.00	24,755.00		
PARKWOOD AND CAVANAUGH-US	0.00	914.12	0.00	0.00	1,680.62	2,594.74	0.3	778.42
PETRO CANADA SUPERPASS	0.00	425.51	0.00	0.00	0.00	425.51		
ROGERS	0.00	383.32	0.00	0.00	194.60	577.92		
THYSSENKRUPP	0.00	1,514.86	0.00	4,456.28	0.00	5,971.14		
TORONTO COMPUTER HELP	0.00	0.00	0.00	0.00	282.50	282.50		
TRANS-ONTARIO EXPRESS	0.00	142.75	0.00	43.15	0.00	185.90		
TRINITY FIRE PROTECTION INC	0.00	655.40	0.00	0.00	0.00	655.40		
ULINE	0.00	1,364.62	0.00	0.00	-569.52	795.10		
UPS BROKERAGE	0.00	0.00	0.00	0.00	5.18	5.18		
VANGUARD	0.00	4,340.00	0.00	5,269.00	425.25	10,034.25		
VERIDIAN	0.00	3,888.65	0.00	1,975.00	0.00	5,863.65		
VERIDIAN SYSTEMS	0.00	523.19	0.00	0.00	0.00	523.19		
TOTAL	<u>195,008.00</u>	<u>17,977.76</u>	<u>24,755.00</u>	<u>15,666.45</u>	<u>2,817.39</u>	<u>256,224.60</u>		59280.82
EXCHANGE						59280.82		
TOTAL						<u>315505.42</u>		

Appendix “20”

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

FORM 68

☒ Original ☐ Amended

Notice of Bankruptcy, First Meeting of Creditors
 (Subsection 102(1) of the Act)
 and Impending Automatic Discharge of Bankrupt
 (Paragraph 168.1(4) and section 168.2 of the Act)

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

Take notice that:

1. A bankruptcy order was made against Gary Wayne Bodimeade on the 25th day of May 2016, and the undersigned, Grant Thornton Limited, was appointed as trustee of the estate of the bankrupt by the official receiver (or the Court), subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
2. The first meeting of creditors of the bankrupt will be held on the 15th day of June 2016, at 11:00 AM, at the office of Grant Thornton Limited, at 15 Allstate Parkway, Suite 200, Markham, ON, L3R 5B4.
3. To be entitled to vote at the meeting, a creditor must lodge with the trustee, before the meeting, a proof of claim and, where necessary, a proxy.
4. Enclosed with this notice is a proof of claim form, proxy form, and list of creditors with claims amounting to \$25 or more showing the amounts of their claims.
5. Creditors must prove their claims against the estate of the bankrupt in order to share in any distribution of the proceeds realized from the estate.
6. Included pursuant to subsection 102(3) of the Act is information concerning the financial situation of the bankrupt and the obligation of the bankrupt to make payments to the estate of the bankrupt, as required under section 68 of the Act.
7. Pursuant to section 168.1 of the Act, the bankrupt, will be given an automatic discharge on the 26th day of February 2017, unless the Superintendent of Bankruptcy, the trustee of the estate of the bankrupt or a creditor of the bankrupt gives notice of intended opposition to the discharge of the bankrupt before that date.

Check appropriate provision in respect of the bankrupt's discharge

In the case of an individual who has never before been bankrupt:

- ☒ on the expiry of 9 months after the date of bankruptcy;
- ☐ on the expiry of 21 months after the date of bankruptcy where the bankrupt is required to make payments under section 68 of the *Bankruptcy and Insolvency Act* (BIA) to the estate.

In the case of an individual who has been a bankrupt one time before:

- ☐ on the expiry of 24 months after the date of bankruptcy;
- ☐ on the expiry of 36 months after the date of bankruptcy where the bankrupt is required to make payments under section 68 of the BIA the estate.

8. Any creditor who intends to oppose the discharge of the bankrupt shall state in writing the grounds for his/her opposition and send a notice to this effect to the division office of the OSB, the trustee of the estate of the bankrupt, and the bankrupt at any time before the 26th day of February 2017.
9. If any creditor opposes the discharge of the bankrupt, a court fee applies.
10. If the discharge of the bankrupt is opposed, the trustee will apply to the court without delay for an appointment for the hearing of the opposition in the manner prescribed by the Act, unless it is a matter to be dealt with by mediation pursuant to Section 170.1 of the Act.

Dated at the City of Toronto in the Province of Ontario, this 2nd day of June 2016.

Grant Thornton Limited
 Per:


 Ann Lakeram - Licensed Insolvency Trustee
 11th Floor, 200 King Street West, Box 11
 Toronto ON M5H 3T4
 Phone: (416) 366-0100 Fax: (416) 360-4948

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

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-- FORM 79 --

Statement of Affairs (Non-Business Bankruptcy)

(Subsection 49(2) and 158(d) of the Act / Subsections 50(2) and 62(1) and Paragraph 66.13(2)(d) of the Act)

☐ Original ☒ Amended

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

ASSETS							
Type of assets	Description (Provide details)	Estimated Dollar Value	Exempt Property		Secured Amount/ Liens	Estimated net realizable dollar value	
			Yes	No			
1. Cash on Hand	JOINT ACCOUNT SPOUSE	1.00		x	0.00	1.00	
2. Furniture	furniture	1.00	x		0.00	0.00	
3. Personal Effects	clothes	5,000.00	x		0.00	0.00	
4. Policies & RRSPs	EMPIRE LIFE	1.00		x	0.00	1.00	
	RRSP's	1.00	x		0.00	1.00	
5. Securities							
6. Real Property or Immovable	House	7472 Ashburn Road - Brooklin - ON	1.00		x	0.00	1.00
	Cottage						
	Land						
7. Motor Vehicles	Automobile						
	Motorcycle						
	Snowmobile						
	Other						
8. Recreational Equipment							
9. Taxes							
TOTAL		5,005.00			0.00	4.00	

02-Jun-2016

Date

Gary Wayne Bodimeade
Bankrupt

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

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FORM 79 – Continued

LIABILITIES						
Liabilities type code (LTC): 1 Real Property or Immovable Mortgage or Hypothec 2 Bank Loans (except real property mortgage) 3 Finance Company Loans 4 Credit Cards Bank/Trust Companies Issuers 5 Credit Cards Other Issuers 6 Taxes Federal/Provincial/Municipal 7 Student Loans 8 Loans from Individuals 9 Other						
Creditor	Address including postal code	Account No.	Amount of debt			Enter LTC
			Unsecured	Secured	Preferred	
AMEX Bank of Canada	c/o DRN Commerce Inc. PO Box 2514, Station 'B' London ON N6A 4G9		468,635.00	0.00	0.00	5
Bank of Nova Scotia	120 King St. West Standard Life Building, 5th Floor Hamilton ON L8P 4V2		1.00	0.00	0.00	2
BMO Mastercard	PO Box 6044 Stn Centre Ville Montreal QC H3C 3X2	5191330003207643	23,602.00	0.00	0.00	5
BUSINESS DEVELOPMENT BANK OF CANADA	400 DUNDAS STREET WEST WHITBY ON L1N 2M7		1.00	0.00	0.00	2
CATERPILLAR FINANCIAL SERVICES	UNIT 2 3457 SUPERIOR COURT OAKVILLE ON L6L 0C4		1.00	0.00	0.00	3
CIBC	244 Parkhill Main Street, P.O. Box 10. Parkhill ON N0M 2K0		1,737,981.61	0.00	0.00	2
CNH Industrial Capital Canada Ltd.	4475 North Service Road Burlington ON L7L 4X7		1.00	0.00	0.00	3
CRA Attn: INSOLVENCY UNIT	1 FRONT STREET WEST SUITE 100 Toronto ON M5J 2X6	873306864RP0001	57,796.87	0.00	0.00	6
KUBOTA CANADA	5900 14TH AVENUE MARKHAM ON L3S 4K4		1.00	0.00	0.00	3
MBNA - Mastercard	P.O. Box 4369 Station "A" Toronto ON M5W 3P2		1.00	0.00	0.00	4
PENSKE TRUCK LEASING	PO BOX 791 RT 10 Green Hills READING PA 19603		1.00	0.00	0.00	3
Pfaff Leasing, A Division of Pfaff Motors Inc.	Building F, Unit 44/45 9100 Jane St. Vaughan ON L4K 0A4		1.00	0.00	0.00	3
ROYAL BANK OF CANADA	2 Robert Speck Parkway, 15th Floor, C/O D+H MISSISSAUGA ON L4Z 1H8		1.00	0.00	0.00	2
Royal Bank Visa	c/o BankruptcyHighway.com P.O. Box 57100 Toronto ON M8Y 3Y2		1.00	0.00	0.00	4

02-Jun-2016

Date



Gary Wayne Bodimeade
Bankrupt

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

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FORM 79 – Continued

LIABILITIES						
Creditor	Address including postal code	Account No.	Amount of debt			Enter LTC
			Unsecured	Secured	Preferred	
ROYNAT INC	STE 601 20 ADELAIDE STREET EAST TORONTO ON M5C 2T6		41,589.16	0.00	0.00	3
TOYOTA CREDIT CANADA INC	80 MICRO COURT STE 200 MARKHAM ON L3R 9Z5		1.00	0.00	0.00	3
Wells Fargo Business Credit	PO Box 6782 Station A Toronto ON M5W 2B1	5478020303513329	21,348.00	0.00	0.00	4
	TOTAL	Unsecured	2,350,963.64			
	TOTAL	Secured		0.00		
	TOTAL	Preferred			0.00	
	TOTAL				2,350,963.64	

02-Jun-2016

Date

Gary Wayne Bodimeade
Bankrupt

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

FORM 79 – Continued

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INFORMATION RELATING TO THE AFFAIRS OF THE BANKRUPT			
A. PERSONAL DATA			
1. Family name: Bodimeade	Given names: Gary Wayne Gender: Male	Date of birth: YYYY / MM / DD 1972/01/21	
2. Also known as:			
3. Complete address, including postal code: 7472 Ashburn Road Brooklin ON L1M 1L4			
4. Marital status: (Specify month and year of event if it occurred in the last five years)		Separated September 2015	
5. Full name of spouse or common-law partner:			
6. Name of present employer:		Occupation: Unemployed	
7A. Number of persons in household family unit, including bankrupt:		1	
7B. Number of persons 17 years of age or less:		0	
8. Have you operated a business within the last five years?		Yes	
Business Name	Business Type	From	To
1299746 Ontario Inc. o/a Compuquest2000	Computer Retailer	09-Jun-1998	17-May-2016
B. WITHIN THE 12 MONTHS PRIOR TO THE DATE OF THE INITIAL BANKRUPTCY EVENT, HAVE YOU, EITHER IN CANADA OR ELSEWHERE:			
9A. Sold or disposed of any of your property?		Yes	
9B. Made payments in excess of the regular payments to creditors?		Yes	
9C. Had any property seized by a creditor?		Yes	
C. WITHIN FIVE YEARS PRIOR TO THE DATE OF THE INITIAL BANKRUPTCY EVENT, HAVE YOU, EITHER IN CANADA OR ELSEWHERE:			
10A. Sold or disposed of any property?		Yes	
10B. Made any gifts to relatives or others in excess of \$500?		No	
D. BUDGET INFORMATION: Attach Form 65 to this Form.			
11A. Have you ever made a proposal under the Bankruptcy and Insolvency Act?		No	
11B. Have you ever been bankrupt before in Canada?		No	
12. Do you expect to receive any sums of money which are not related to your normal income, or any other property within the next 12 months? Yes			
13. If you answered Yes to any of questions 9, 10 and 12, provide details: 9A: CASH VALUE IN LIFE INSURANCE MOTORHOME OTHER EQUIPMENT APPROXIMATELY \$ 400,000 PUT INTO HIS COMPANY, COMPUQUEST2000 TO SUPPORT OPERATIONS			

02-Jun-2016

Date

Gary Wayne Bodimeade
Bankrupt

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

FORM 79 -- Concluded

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9B:

JAY CLAUSNER
NORRIS TECHNOLOGIES

9C:

Vehicles and equipment

10A:

Vehicles and equipment
Rolex Watches

12:

advances from family to support living expenses.

14. Give reasons for your financial difficulties:

Business failure

I, Gary Wayne Bodimeade of the Town of Brooklin in the Province of Ontario, do swear (or solemnly declare) that this statement is, to the best of my knowledge, a full, true and complete statement of my affairs on the 26th day of May 2016, and fully discloses all property and transactions of every description that is or was in my possession or that may devolve on me in accordance with the Bankruptcy and Insolvency Act.

SWORN (or SOLEMNLY DECLARED)

before me at the City of Toronto in the Province of Ontario, on
this 2nd day of June 2016.



Ann Lakeram, Commissioner of Oaths
For the Province of Ontario
Expires May. 5, 2017

**Faddie-Ann Lakeram, a Commissioner, etc.,
Province of Ontario, for Grant Thornton Limited,
Trustee in Bankruptcy. Expires May 5, 2017.**

02-Jun-2016

Date



Gary Wayne Bodimeade
Bankrupt

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

- FORM 65 -

Monthly Income and Expense Statement of the Bankrupt and the Family Unit
 and Information (or Amended Information) Concerning
 the Financial Situation of the Individual Bankrupt
 (Section 68 and Subsection 102(3) of the Act; Rule 105(4))

☐ Original☒ Amended

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

Information concerning the monthly income and expense statement of the bankrupt and the family unit, the financial situation of the bankrupt and the bankrupt's obligation to make payments required under section 68 of the Act to the estate of the bankrupt are as follows:

MONTHLY INCOME	Bankrupt	Other Members of the family unit	Total
Net employment income.	0.00		
Net pension/Annuities.	0.00		
Net child support.	0.00		
Net spousal support.	0.00		
Net employment insurance benefits.	0.00		
Net social assistance.	0.00		
Self-employment income			
Gross 0.00 Net.	0.00		
Child tax benefit.	0.00		
Other net income.	0.00		
UNEMPLOYED/ADVANCES FROM FAMILY	0.00		
TOTAL MONTHLY INCOME	0.00 (1)	0.00 (2)*	
TOTAL MONTHLY INCOME OF THE FAMILY UNIT ((1) + (2))			0.00 (3)
MONTHLY NON- DISCRETIONARY EXPENSES			
Child support payments.	0.00		
Spousal support payments.	0.00		
Child care.	0.00		
Medical condition expenses.	0.00		
Fines/penalties imposed by the Court.	0.00		
Expenses as a condition of employment.	0.00		
Debts where stay has been lifted.	0.00		
Other expenses.	0.00		
TOTAL MONTHLY NON-DISCRETIONARY EXPENSES	0.00 (4)	0.00 (5)	
TOTAL MONTHLY NON-DISCRETIONARY EXPENSES OF THE FAMILY UNIT ((4) + (5))			0.00 (6)
AVAILABLE MONTHLY INCOME OF THE BANKRUPT			
((1) - (4))	0.00 (7)		
AVAILABLE MONTHLY INCOME OF THE FAMILY UNIT ((3) - (6))			0.00 (8)
BANKRUPT'S PORTION OF THE AVAILABLE MONTHLY INCOME OF THE FAMILY UNIT			100.00 % (9)

- FORM 65 — Concluded -

MONTHLY DISCRETIONARY EXPENSES: (Family unit)

Housing expenses

Rent/mortgage/hypothec.	1,900.00
Property taxes/condo fees.	450.00
Heating/gas/oil.	0.00
Telephone.	150.00
Cable.	0.00
Hydro.	900.00
Water.	0.00
Furniture.	0.00
Other.	0.00

Personal expenses

Smoking.	0.00
Alcohol.	0.00
Dining/lunches/restaurants.	0.00
Entertainment/sports.	0.00
Gifts/charitable donations.	0.00
Allowances.	0.00
Other.	0.00

Non-recoverable medical expenses

Prescriptions.	0.00
Dental.	0.00
Other.	0.00

Living expenses

Food/grocery.	300.00
Laundry/dry cleaning.	0.00
Grooming/toiletries.	0.00
Clothing.	0.00
Other.	0.00

Transportation expenses

Car lease/payments.	0.00
Repair/maintenance/gas.	0.00
Public transportation.	0.00
Other.	0.00

Insurance expenses

Vehicle.	0.00
House.	0.00
Furniture/contents.	0.00
Life insurance.	0.00
Other.	0.00

Payments

Payments to the estate.	0.00
To secured creditor.	0.00
(Other than mortgage and vehicle).	0.00
Other.	0.00

TOTAL MONTHLY DISCRETIONARY EXPENSES (FAMILY UNIT) 3,700.00 (10)

MONTHLY SURPLUS OR (DEFICIT) FAMILY UNIT ((8) - (10)) -3,700.00 (11)

Information (or Amended Information) Concerning the Financial Situation of the Individual Bankrupt**Payments to the estate as per agreement**

Number of persons in household family unit, including bankrupt: 1

Total amount bankrupt has agreed to pay monthly. 0.00 (12)

Amount bankrupt has agreed to pay monthly to repurchase assets. 0.00 (13)

Residual amount paid into the estate ((12) - (13)). 0.00 (14)

Payments required by Directive No. 11R2 (Surplus Income)

Monthly amount required by Directive No. 11R2 (Surplus Income) based on percentage established on line (9). 0.00 (15)

Difference between amounts at lines (14) and (15). 0.00 (16)

Dated at the City of Toronto in the Province of Ontario, this 2nd day of June 2016.

Grant Thornton Limited


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


 Gary Wayne Bodimeade

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

- FORM 31 -
 Proof of Claim
 (Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
 and Paragraphs 51(1)(e) and 66.14(b) of the Act)

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

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

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

I, _____ (name of creditor or representative of the creditor), of the city of _____ in the
 province of _____, do hereby certify:

1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____
 creditor).

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

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

4. (Check and complete appropriate category.)

☐ A. UNSECURED CLAIM OF \$ _____

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

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

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

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

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

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

☐ C. SECURED CLAIM OF \$ _____

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

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

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

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

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

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

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

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

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

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

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

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

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

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

Dated at _____, this _____ day of _____, _____.

Witness

Creditor

Phone Number: _____

Fax Number : _____

E-mail Address : _____

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

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

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

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

- FORM 36 -

Proxy

(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

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

I, _____, of _____, a creditor in the above matter, hereby
 appoint _____, of _____, to be
 my proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without)
 power to appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____, _____.

 Witness

 Individual Creditor

 Witness

 Name of Corporate Creditor

Per _____

 Name and Title of Signing Officer

Return To:

Grant Thornton Limited

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

Appendix “21”

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

- FORM 31 -
Proof of Claim
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
and Paragraphs 51(1)(e) and 66.14(b) of the Act)

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

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

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

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

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

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

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

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

4. (Check and complete appropriate category.)

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

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

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

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

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

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

That I hereby make a claim under subsection 85.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

☐ C. SECURED CLAIM OF \$ _____

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

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

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

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

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

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

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

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

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

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

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

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

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

- ☒ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

- ☒ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

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


Witness



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

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

WARNINGS: A trustee may, pursuant to subsection 120(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

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

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

FORM 31
Proof of Claim
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
and Paragraphs 51(1)(e) and 66.14(b) of the Act)

In the matter of the bankruptcy of
1299746 ONTARIO INC.
of the City of Pickering, in the Province of Ontario

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

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

In the matter of the bankruptcy of 1299746 ONTARIO INC. of the City of Pickering in the Province of Ontario and the claim of
Norris Technologies, LLC, creditor.

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

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

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

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

4. (Check and complete appropriate category.)

☒ A. UNSECURED CLAIM OF \$ US\$803,585.49
(other than as a customer contemplated by Section 262 of the Act)

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

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

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

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

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

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

☐ C. SECURED CLAIM OF \$ _____

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

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

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

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

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

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

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

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

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

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

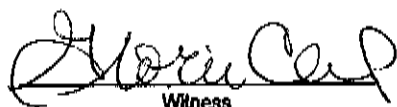
5. That, to the best of my knowledge, I am not (am/am not) (or the above-named creditor is not (is/is not)) related to the debtor within the meaning of section 4 of the Act, and has not (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

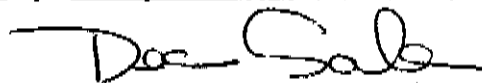
6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor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

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

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

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


Witness



Creditor
Phone Number: 214-697-7638
Fax Number: 615-250-7937
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NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

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

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

Total US\$106,200.00 - this sheet 1

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
1/22/2014	6724	11984		73,130.00	73,130.00		0.00 WIRE 01-24-14	Y	Dell US WS	
2/4/2014	6752	12035	910106	28,719.23	28,719.23		0.00 AMEX 03-04-14	Y	Dell Canada PCs	
2/7/2014	6758	12042	910097	65,931.65	65,931.65		0.00 WIRE 02-13-14	Y	IT Source KS	
2/12/2014	6764	12055	910107	36,328.10	36,328.10		0.00 AMEX 02-24-14	Y	Dell US PC's	
2/26/2014	6770	12087	910105	39,819.80	39,819.80		0.00 3026 / 02-26-14	Y	HPFS AVAILABLE WS 2-14-2014	
2/26/2014	6779	12086	910109	61,285.00	61,285.00		0.00 3027 / 02-27-14	Y	HPFS Available DTs 2-19-2014	
2/26/2014	6785	12085	910110	45,062.50	45,062.50		0.00 3026 / 02-26-14	Y	Dell US Workstations	
2/27/2014	6793	12091	910112, 11:	143,800.00	143,800.00		0.00 3028 / 03-06-14	Y	Dell US NB & DT	
3/4/2014	6801	12099	910115	130,398.00	130,398.00		0.00 3029 / 03-10-14	Y	HPFS DKT-5001 Norris Companies OC	
3/18/2014	6823	12130	910122	173,887.69	173,887.69		0.00 3040, 3041/ 03-21-14	Y	HPFS LT-5025-DKT	
3/21/2014	6828	12136	910123	106,859.41	106,859.41		0.00 3043 / 03-27-14	Y	Dell US NB Lot	
3/27/2014	6849	12159	910127	2,703.75	2,703.75		0.00 3049 / 04-04-14	Y	HPFS LT-5011 105 - Thin Client	
4/1/2014	6859	12173	910127	95,252.34	95,252.34		0.00 3049 / 04-04-14	Y	HPFS LT-5053-DKT - DT's	
4/1/2014	6843	12174		6,500.00		6,500.00			160GB's from Dallas	
4/3/2014	6867	12179		183,340.00		189,840.00			Dell US NB & DT Lot	
4/15/2014	6902	12202		17,061.00		206,901.00			499Misc PCs Atl	
4/17/2014	6777	12211		23,340.00		230,241.00			240 PC's	
4/17/2014	6912, 6912A	12212		89,450.35		319,691.35			Dell US - DT's & WKS	
4/22/2014		12179			99,960.00	219,731.35	Wire / 04-22			
4/23/2014	6923	12231		54,354.13		274,085.48			Dell CA - DT, NB	
4/24/2014		12212			87,300.00	186,785.48	Amex (\$90K - 3%)	Y		
4/23/2014		12179			22,980.00	163,805.48	Wire / 04-23	Y		
4/29/2014		12231			52,771.00	111,034.48	CC Pmt to Dell CA	Y		
4/30/2014	6950	12270		26,626.50		137,660.98			HP MX-EOL-3643 NB (\$24,815 + 3% Norris + 4.3% Ship)	
4/30/2014	6950	12270		23,219.72		160,880.70			HP MX-EOL-3639 WS (\$21,640 + 3% Norris + 4.3% Ship)	
5/1/2014	6937	12252		29,150.00		190,030.70			Mixed PC - ATL	
5/6/2014	6941	12259		130,037.50		320,068.20			Dell US - C lots	
5/9/2014					99,960.00	220,108.20	Wire / 05-07			
5/7/2014					0.00	220,108.20	3054 / 05-07-14	N	83974.48 STOP PAY	
5/7/2014	6950	12270		24,057.00		244,165.20			HP MX-EOL-3653 DT (22,420.00 + 3% Norris + 4.3% Ship)	
5/8/2014	6951	12272		151,683.00		395,848.20			HPFS LT-5168 NB (147,265.00 + 3% Norris)	
5/14/2014					64,980.00	330,868.20	Wire / 05-14-14	Y		
5/19/2014	6965	12292		59,750.00		390,618.20			Dell Global Outlet Latitude 10 Tablets (478 x \$125)	
5/20/2014	6968	12294		15,192.50		405,810.70			MISC PC's - ATL	
5/21/2014	6972	12298	22050	23,598.15		429,408.85			MISC PC's - CO	
5/21/2014					159,980.00	269,428.85	Wire / 05-21-14	Y		
5/22/2014	6975	12299		90,073.50		359,502.35			Dell US DT's	
5/22/2014	6976	12302		191,849.00		551,351.35			HPFS LT-5180 NBs 1056 Units	
5/22/2014	6955	12303		86,716.50		638,067.85			HP Refurb 409 Units	
5/27/2014					99,980.00	538,087.85	Wire / to BB&T	Y		
5/27/2014					29,980.00	508,107.85	Wire / to BB&T	Y		
5/29/2014					99,980.00	408,127.85	Wire / to BB&T	Y		
5/29/2014	6980	12307	910148	101,571.00		509,698.85			MISC PC's - ATL	
5/30/2014	6989	12321	910146	82,915.00		592,613.85			HPFS LT-5192 DT	
6/3/2014	7000	12336	910154	97,850.00		690,463.85			HPFS LT-5195 DT	
6/4/2014					149,940.00	540,523.85	Wire / to BB&T	Y		
6/6/2014			910153		82,915.00	457,608.85	C2K Ck # 3083 to BBT	Y		
6/6/2014					97,850.00	359,758.85	C2K Ck # 3055 to Chase	Y	cleared 6/19/14	

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
6/9/2014					90,358.85	269,400.00	Amex (Gary) - 3%	Y	Total charge - \$93,069.62	
6/10/2014	6984	12350		8,000.00		277,400.00			SATA HDD's	
6/10/2014	7006	12347		265,536.00		542,936.00			Dell US NB & DT	
6/11/2014					48,500.00	494,436.00	Amex (Gary) - 3%	Y	Total charge - \$50,000.00	
6/11/2014	7013	12357	910155	187,022.00		681,458.00			HPFS LT-5210 DT, LT-5211 DT	
6/12/2014					98,650.00	582,808.00	C2K Ck # 3087 to BBT	Y		
6/12/2014					98,650.00	484,158.00	C2K Ck # 3056 to Chase	Y	cleared 6/18/14	
6/12/2014					38,800.00	445,358.00	Amex (CDI) - 3%	Y	Total charge - \$40,000.00	
6/17/2014					101,571.00	343,787.00	C2K Ck # 3089 to BBT	Y		
6/18/2014					94,572.00	249,215.00	C2K Ck # 3057 to Chase	Y		
6/25/2014					104,251.00	144,964.00	C2K Ck # 3134 to BBT	Y		
6/23/2014	6904A	12367		15,900.00		160,864.00			MISC LAPTOPS	6/24/2014
6/30/2014	6940, 6948D	12389		12,000.00		172,864.00			Dell LCDs	7/3/2014
7/2/2014	7034	12396		8,000.00		180,864.00			Z400s	7/2/2014
7/2/2014	7042	12397		58,710.00		239,574.00			HP LT-5236 DT 801pcs	7/3/2014
7/2/2014	7027	12398		6,500.00		246,074.00			160GB's from Dallas	7/8/2014
7/2/2014	7043	12400		91,320.00		337,394.00			MISC PC's - ATL	7/11/2014
7/7/2014					94,610.00	242,784.00	C2K Ck # 3136 to BBT	Y		
7/8/2014					72,750.00	170,034.00	Amex (Gary) - 3%	Y	Total charge - \$75,000.00	
7/9/2014	7049	12417		320,000.00		490,034.00			Dell US NB & DT	7/10/2014
7/9/2014					174,578.00	315,456.00	C2K Ck # 3138 to BBT	Y		
7/11/2014	7056	12425		117,042.00		432,498.00			HP Refurbs 512 Units	
7/11/2014	7057	12426		136,475.00		568,973.00			HPFS LT-5241A-I DKT_ACC	7/14/2014
7/16/2014					91,320.00	477,653.00	C2K Ck # 3139 to BBT	Y		
7/17/2014					136,475.00	341,178.00	C2K Ck # 3142 to BBT	Y	Check #'s 3091 to 3096 - VOID - Printer Error	
7/22/2014					59,750.00	281,428.00	C2K Ck # 3058 to Chase	N	To pay for the Lat 10's - Deposited in Dallas	Bounce - Wired
7/22/2014		12439		7,000.00		288,428.00			250GB HDD's	
7/25/2014	7076	12449		41,250.00		329,678.00			Dell US - 600 PC's	
7/28/2014					102,250.00	227,428.00	C2K Ck # 3144 to Suntrust	Y	Transferred from Dean's checking to NT checking in BB&T	
7/29/2014					102,750.00	124,678.00	C2K Ck # 3145 to BBT	Y		
7/29/2014	7084	12458		103,000.00		227,678.00			HPFS LT-5261 NB - 600 Notebooks	
8/5/2014					227,678.00	0.00	C2K Ck # 3147 to BBT	Y		
8/5/2014	7096	12464		22,700.00		22,700.00			Misc PC ATL 191 units	8/5/2014
8/6/2014	7102	12493	910192	215,209.00		237,909.00			HP LT-5277 DKT 2,866 units	8/8/2014
8/7/2014					87,290.30	150,618.70	Amex (Gary) - 3%	Y	Total charge - \$89,990.00	
8/8/2014					88,003.25	62,615.45	Amex (Gary) - 3%	Y	Total charge - \$90,725.00	
8/12/2014	7107	12506		12,240.00		74,855.45			102- GX 780s, 84-C2D-3.06/4GB/500, 18-C2D-3.06/4GB/320	
8/15/2014					62,615.45	12,240.00	C2K Ck # 3149 to BBT	Y		
8/15/2014	7111	12522	910189	91,075.00		103,315.00			HPFS LT-5296 DT 1413 units _MISC	8/20/2014
8/26/2014	7119	12537	910190	212,000.00		315,315.00			LT-5310 NB, 1,240 pcs Notebooks	8/26/2014
8/26/2014					212,000.00	103,315.00	C2K Ck # 3153 to BBT	Y		
8/27/2014	7131	12554	910191	193,000.00		296,315.00			Dell US truck - DT / NB	
9/9/2014					111,750.00	184,565.00	C2K Ck # 3172 to BBT	Y		
9/10/2014	7150	12578		220,250.00		404,815.00			Dell US truck - DT / NB	
9/10/2014					103,474.75	301,340.25	Amex (Gary) - 3%	Y	Total Charge - \$106,675.00	
9/10/2014					83,088.26	218,251.99	Amex (Gary) - 3%	Y	Total Charge - \$85,658.00	
9/10/2014	7158	12589		90,000.00		308,251.99			HPFS LT-5339-WS, LT-5340-DT/MISC	
9/10/2014					220,250.00	88,001.99	C2K Ck # 3175 to BBT	Y		

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
9/11/2014	7162	12599		74,475.00		162,476.99			Towers ATL	
9/17/2014	7169	12611		147,695.00		310,171.99			HPFS LT-5360 DT/MISC, LT-5372 DT/MISC	
9/26/2014					144,745.00	165,426.99	C2K Ck # 3179 to BBT			
9/26/2014	7187	12635		89,090.00		254,516.99			HPFS LT-5385 DT, LT-5387 MISC	
10/1/2014					89,090.00	165,426.99	C2K Ck # 3182 to BBT	Y		
10/6/2014	7204	12661	910202	256,200.00		421,626.99			HPFS LT-5390WS, LT-5395DT, LT-5399NB	
10/6/2014	7205	12662	910201	92,307.00		513,933.99			HPFS EOL-3692 DT_LCD MEX	11/20/2014
10/7/2014					180,000.00	333,933.99	C2K Ck # 3227 to BBT	Y		
10/9/2014					72,750.00	261,183.99	Amex (Gary) - 3%		Total charge - \$75,000.00	
10/9/2014					96,688.63	164,495.36	Amex (Gary) - 3%		Total charge - \$99,679.00	
10/10/2014	7207	12670	910205	140,500.00		304,995.36			HPFS LT-5408DT, LT-5411WS	10/15/2014
10/13/2014	7212	12681	910206	195,250.00		500,245.36			Dell US 912 NB, 630 DT	10/15/2014
10/17/2014	7218	12694		75,556.00		575,801.36			Dell CA - 270DT, 360NB	10/21/2014
10/20/2014	7225	12703		139,716.25		715,517.61			HPFS LT-5427 DT (1,692), LT-5421 WS (113)	10/22/2014
10/20/2014					392,748.36	322,769.25	C2K Ck # 3215 to BBT	Y		
10/22/2014	7233	12720		138,056.00		460,825.25			HPFS LT-5436DT, AIO, WS 1,926 units	10/27/2014
10/28/2014					139,716.25	321,109.00	C2K Ck # 3219 to BBT	Y		
10/30/2014	7242	12774		105,977.00		427,086.00			HPFS LT-5455 DT, AIO, WS - 1,572 Units	10/31/2014
11/6/2014	Stock	12740		2,244.00		429,330.00			187-160GB 2.5"	11/20/2014
11/6/2014	Stock	12744		7,000.00		436,330.00			1,000-80GB SATA	11/20/2014
11/7/2014				89,500.00		525,830.00		Y	Chase NT Ck 2601	
11/7/2014					87,677.33	438,152.67	Amex (Gary) - 3%	Y	Total charge - \$90,389.00	
11/14/2014	7252	12754		11,215.00		449,367.67			1,689- Desktop 1GB 5300, 554- Desktop 1GB 6400	11/20/2014
11/17/2014	STOCK	12760		25,876.00		475,243.67			173 - DC5800 MT, 115 - Misc Laptops	11/20/2014
12/2/2014					475,243.67	0.00	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP	
12/3/2014	7272	12793		81,000.00		81,000.00			Dell Canada - 330-DT, 270-NB	11/21/2014
12/3/2014	7286	12794*		106,745.00		187,745.00			HPFS LT-5497, Lot of 1,665 DT's, LT-5388 - 1 HALO B2B4	12/3/2014
12/4/2014	7291	12798*		72,038.20		259,783.20			Dell US lot - 30 LCDs, 851 DTs	
12/8/2014					82,450.00	177,333.20			Total charge - \$85,000.00	
12/12/2014	7296			863.50		178,196.70			HST Return for Dell Canada Monitor Lot - NT Ck 2620	
12/12/2014	Various	12799*		38,455.00		216,651.70			Mixed PC lot	12/12/2014
12/16/2014	7302	12834*	100109	133,500.00		350,151.70			LT-5220A - 1,980 DT, LT-5220B - 41 AIO	
12/16/2014	7303	12835*	100113	181,300.00		531,451.70			LT-52526 - 351 Apple NB	
12/16/2014	7304	12836*		85,078.00		616,529.70			LT-5531 A to E, 1,380 DTs, 97 MISC	
12/18/2014		12848*		967.50		617,497.20			MISC RAM	
12/19/2014		12851*		9,348.00		626,845.20			80GB SATA	\$18,805 Interest on \$626,845.20
1/6/2015		12878*		99,090.00		725,935.20			MISC NB's - 592 Units - Was \$94,855 - Gary Added	
1/6/2015					99,980.00	625,955.20	Wire to BB&T NT Op Acct			
1/7/2015					99,960.00	525,995.20	Wire to BB&T NT Op Acct			
1/12/2015					161,505.00	364,490.20	Amex (Gary) - 3%		Total charge - \$166,500.00	
1/14/2015	7330	12893*		113,300.00		477,790.20			LT-5539 - Lot of 1,813 DT	
1/15/2015	7334	12903*		260,825.00		738,615.20			Dell US USED OFF LEASE LOT - 490 - DT, 1152 - NB	
1/20/2015					174,960.00	563,655.20	Wire to BB&T NT Op Acct			
1/26/2015	7351	12933*		36,050.00		599,705.20			LT-5555, 243 WS	
1/26/2015	7352	12933*		113,300.00		713,005.20			LT-5662, 1,771 DT / MISC	
1/28/2015					59,980.00	653,025.20	Wire to BB&T NT Op Acct			
1/28/2015					39,980.00	613,045.20	Wire to BB&T NT Op Acct			
2/6/2015					97,000.00	516,045.20	Amex (Gary) - 3%		Total charge - \$100,000.00	

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
2/8/2015					103,790.00	412,255.20	Amex (Gary) - 3%		Total charge - \$107,000.00	
2/10/2015	7374	12974*		145,521.00		557,776.20			LT-5576 - 1,480 DT, LT-5580 - 503 TC	
2/13/2015					124,980.00	432,796.20	Wire to BB&T NT Op Acct			
2/17/2015	7384	12987*		263,903.50		696,699.70			Dell US 720DT, 1008NB	
2/17/2015	7386	12989*		252,505.00		949,204.70			LT-5591 - 1,368DT, LT-5593 - 31NB, LT-5598 - 1,890DT	
2/17/2015	7371	12996*		77,277.00		1,026,481.70			Dell CA DT, NB, WS	
2/17/2015					77,257.00	949,224.70	Wire to BB&T NT Op Acct			
2/18/2015					34,000.00	915,224.70	Wire to BB&T NT Op Acct			
2/18/2015					260,000.00	655,224.70	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP	
2/20/2015					100,000.00	555,224.70	Wire to BB&T NT Op Acct			
2/24/2015					99,980.00	455,244.70	Wire to BB&T NT Op Acct			
3/6/2015	7410	13044*		218,360.00		673,604.70			LT-5609 DT/MISC, 1,577 units, LT-5623 DT/MISC, 1,694 units	
3/9/2015	7411	13045*		108,150.00		781,754.70			LT-5629 DT, 1,881 units	
3/10/2015					282,368.94	499,385.76	Amex (Gary) - 3%		Total charge - \$291,102.00	
3/11/2015					99,992.00	399,393.76	Wire to BB&T NT Op Acct			
3/13/2015					399,393.76	0.00	Moved to Loan		Paid from BB&T-DAS to BB&T-NT OP 3/23/15	
3/23/2015	7391	13085*		195,003.72		195,003.72			HPFS Mexico 3,193DT, 640NB, 220WS	YES
3/23/2015	7432	13086*		123,450.00		318,453.72			HPFS LT5644 210WS, LT5648 88WS, LT5634 1,278DT	
3/23/2015	7431	13084*		-2,400.00		316,053.72			Product bought from C2K, sold to HPFS PO PN-004204	
3/23/2015	MULTI	13066*		39,773.52		355,827.24			DT's from Mike in Dallas	
3/26/2015	7442	13096*	100134	89,280.00		445,107.24			576 HP 8100, 3GB Ram, 160GB HD - NO CD, Win 7 COA	
3/31/2015	7449	13111*	100136	80,250.00		525,357.24			Dell US - 1,020 desktops	
3/31/2015	STOCK	13113*		12,012.00		537,369.24			344-250GB, 1200-160GB HDDs	
4/1/2015	7453	13116*		143,170.00		680,539.24			LT5675 - 115WS, LT5681DT - 1,472 DT	
4/3/2015					123,450.00	557,089.24	Deposit Comerica - moved to BB&T NT		Op 4/8/15	
4/6/2015					99,992.00	457,097.24	Wire to BB&T NT Op Acct			
4/7/2015	7462	13130*	100141	124,630.00		581,727.24			LT-5686 DT - qty 1,393	
4/8/2015	STOCK	13132*		6,000.00		587,727.24			1,000 - 160GB SATA	
4/8/2015	7466	13133*		44,500.00		632,227.24			WS lot from Mike in Dallas	
4/13/2015					252,257.23	379,970.01	Amex (Gary) - 3%		Total charge - \$260,059.00	
4/14/2015	7474	13143*		141,110.00		521,080.01			LT5696 DT 1,846, LT5688 WS 161	
4/14/2015	7475	13144*		47,615.37		568,695.38			Dell CA 240DT, 90PC, 60WS, 8Storage	
4/20/2015	STOCK	13158*		17,780.00		586,475.38			2000 - 160GB, 1445 - 120GB	
4/27/2015					209,723.00	376,752.38	Deposit Comerica - moved to BB&T NT		Op 4/27/15	
4/24/2015	7496	13180*		87,550.00		464,302.38			LT-5718 - 1508 used off lease Desktops	
4/29/2015	7392 / 7503	13189*		26,690.00		490,992.38			Dell 760_780	
5/15/2015					229,493.13	261,499.25	Amex (Gary) - 3%		Total charge - \$236,590.86	
5/18/2015	7543	13245*		145,088.89		406,588.14			LT-5757 1870 Used off lease desktops	
5/20/2015	7549	13357*		226,122.08		632,710.22			LT-5764 2300 Used off Lease Desktops	
5/21/2015	7551	13359*		39,385.00		672,095.22			233 Dell Opti 390, HDDs - DFW	YES
5/28/2015	7565	13376*		162,500.00		834,595.22			Dell US DT/NB lot	YES
6/4/2015	7566	13377*		101,606.41		936,201.63			LT - 5783 1642 Used off lease Desktops	YES
6/4/2015					25,000.00	911,201.63	Deposit Chase			
6/9/2015					50,000.00	861,201.63	Deposit Chase			
6/10/2015	7579	13392*		43,200.00		904,401.63			288 - 8100-3GB/160GB/No CD/Win7COA	
6/11/2015	7520	13395*		40,000.00		944,401.63			Lockheed NB_DT Lot	
6/11/2015					258,138.41	686,263.22	Amex (Gary) - 3%		Total charge - \$266,122.08	
6/11/2015					170,000.00	516,263.22	Wire to BB&T NT Op Acct			

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

Date	NT PO	NT SO	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped
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, I5-3200, 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			

Total US\$697,385.49 - sheet 2

Appendix “22”

-----Original Message-----

From: Oros, Jan [mailto:Jan.Oros@ca.gt.com]

Sent: Friday, July 29, 2016 3:18 PM

To: Dean Salem <dean@norris1.com>; David W.Levangie <dlevangie@foglers.com>

Cc: Krieger, Jonathan <Jonathan.Krieger@ca.gt.com>; Lakeram, Ann

<Ann.Lakeram@ca.gt.com>

Subject: RE: FW: re[2]: Compuquest / Bodimeade bankruptcy

Mr. Salem,

I'm not sure how you are aware of what Gary has or has not supplied to us, but the onus is on you to provide a complete claim for us to review. This is only for your own benefit to do so in any event to ensure that we are making decisions on the right information.

As you will note on the statement of affairs we provided you which information was supplied by Gary and his accounting records, for Gary's personal bankruptcy, you are not noted as a creditor, and for compuquest you are only showing being owed \$ 324,785 so if we were to rely on Gary and his records alone, your claim filed does not make sense and is HIGHLY overstated.

We therefore urge you to prepare a complete and properly referenced claim that makes it easy for us to review and confirm that your claim is correct and accurate and valid, otherwise we will have no choice but to disallow your claim.

If you have any further questions or comments, please let us know.

Regards,

Jan Oros | Manager

Grant Thornton Limited

11th Floor | 200 King Street West | Box 11 | Toronto | ON | M5H 3T4 T +1 416 360 5023 | C +1 416 899 2717 | F +1 416 360 4949 E Jan.Oros@ca.gt.com | W <http://www.grantthornton.ca/>

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-----Original Message-----

From: Dean Salem [mailto:dean@norris1.com]

Sent: Friday, July 29, 2016 2:55 PM

To: Oros, Jan; David W.Levangie

Cc: Krieger, Jonathan; Lakeram, Ann

Subject: re: FW: re[2]: Compuquest / Bodimeade bankruptcy

Mr. Oros,

Being that your colleague, Mr. Krieger, has carriage of the Compuquest 2000 receivership, all the documentation requested is already in Grant Thornton's possession. This includes the loan document in which Mr. Bodimeade pledged his personal and matrimonial assets. Mr. Bodimeade sent this directly to you at your request.

Sheet 1 refers to funds that were advanced directly from Dean Salem's personal account. Sheet 2 refers to product shipped. Both are simple to account for in both Compuquest 2000's bank statements and accounting software. At your request, I will have my accounting department pull copies of invoices at their earliest convenience.

We often drop ship to our customers directly from our vendors and Mr. Bodimeade always arranged his own freight to save money and expedite customs clearance, so Proofs of Delivery will also be in house under Grant Thornton's control. However, I have attached POD's (received from Mr. Bodimeade) for the last 20 or so shipments which should account for all product shipments related to the outstanding balance.

Regards,
Dean Salem
Norris Companies
(865)426-9615 Phone
(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

----- Original Message -----

FROM: "Oros, Jan" <Jan.Oros@ca.gt.com>
TO: Dean Salem <dean@norris1.com>, David W.Levangie
<dlevangie@foglers.com>
CC: "Krieger, Jonathan" <Jonathan.Krieger@ca.gt.com>, "Lakeram, Ann"
<Ann.Lakeram@ca.gt.com>
DATE: Fri, 29 Jul 2016 17:51:44 +0000

SUBJECT: FW: re[2]: Compuquest / Bodimeade bankruptcy

Mr.Salem,

Your email is received.

FYI, Ms. Lakeram is the Trustee in Bankruptcy for Gary's personal bankruptcy. Mr. Krieger, is the head of our Recovery and Reorganization group and the partner who has carriage of the Compuquest2000 receivership.

The claim you have submitted is incomplete and cannot be admitted until further details are provided. Your claim will need to be supported with more than just the excel spreadsheet which you provided. You will need to provide paperwork that supports the comment you made on the proof of claim that Gary personally guaranteed the debt with his marital assets and as well, we will need copies of all the advances you made and payments you received along with copies of all the invoices, shipping documents etc to show what you supplied/sold to Gary/Compuquest.

There appears to be 2 spreadsheets in the C2K transaction PDF and we do not know what is the difference between the 2 of them. Please explain the 2 balances and who advanced them.

If you have any questions, please let us know.

Thank you.

Jan Oros | Manager

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-----Original Message-----

From: Dean Salem [mailto:dean@norris1.com]

Sent: Friday, July 29, 2016 12:11 PM

To: Oros, Jan

Cc: David W.Levangie

Subject: re[2]: Compuquest / Bodimeade bankruptcy

Mr. Oros,

I have attached the executed Proofs of Claim (Form 31) for Compuquest 2000 and Gary Bodimeade. I also included a copy of the accounting for the debt owed.

My Canadian attorney, David Levangie, is copied. I did not copy Mr. Krieger or Ms. Lakeram as there was no introduction made of these individuals.

Regarding the claim on the Teeter, I have requested a copy of the paid check for the unit from my financial institution. I will forward that information when I receive.

Regards,

Dean Salem

Norris Companies

(865)426-9615 Phone

(214)697-7638 Text/Whatsapp
sumackis: Skype, AOL IM

----- Original Message -----

FROM: "Oros, Jan" <Jan.Oros@ca.gt.com>
TO: Dean Salem <dean@norris1.com>
CC: David W.Levangie <dlevangie@foglars.com>, "Krieger, Jonathan" <Jonathan.Krieger@ca.gt.com>, "Lakeram, Ann" <Ann.Lakeram@ca.gt.com>
DATE: Tue, 19 Jul 2016 02:03:28 +0000

SUBJECT: RE: Compuquest / Bodimeade bankruptcy

Mr. Salem,

Attached are the creditor packages for both 1299746 Ontario o/a Compuquest2000 and Gary Bodimeade's personal bankruptcy as requested.

The Compuquest creditor package was mailed to Norris based on address info we retrieved from the Company's accounting files. You will see Norris is listed as one of the creditors. Please complete the Proof of Claim form for Compuquest and provide a statement showing the balance owing and the applicable invoices that are still outstanding to Norris. Complete the proof of claim for Gary's personal bankruptcy if applicable and again provide details of the amount owing to you/Norris.

Regarding the Teeter unit, attached is the Proof of Property claim form 74 which requires it be completed by the owner of the teeter and then needs to be notarized. The form also needs to be accompanied with supporting information to show how/why it belongs to the person making the claim. As you can hopefully appreciate, we cannot remove items listed for sale based solely on your email below.

If you have any questions on the attached, please advise.

Regards,

Jan Oros | Manager
Grant Thornton Limited
11th Floor | 200 King Street West | Box 11 | Toronto | ON | M5H 3T4 T +1 416
360 5023 | C +1 416 899 2717 | F +1 416 360 4949 E Jan.Oros@ca.gt.com | W
<http://www.grantthornton.ca/>

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-----Original Message-----

From: Dean Salem [mailto:dean@norris1.com]

Sent: Monday, July 18, 2016 4:42 PM

To: Oros, Jan

Cc: David W.Levangie

Subject: Compuquest / Bodimeade bankruptcy

Jan,

Per our conversation, we need to file our creditors claim in these proceedings.

Please send via reply. I have copied David Levangie, my attorney in Canada, on this email.

Please include him in your reply. In addition, the Teeter unit shown in the auction needs to be removed. Thank you-

Regards,

Dean Salem

Norris Companies

(865)426-9615 Phone

(214)697-7638 Text/Whatsapp

sumackis: Skype, AOL IM

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Appendix “23”

-----Original Message-----

From: Catherine Francis
 Sent: Wednesday, November 30, 2016 4:36 PM
 To: 'Levangie, David W.' <dlevangie@foglers.com>
 Subject: RE: Freight forwarding

David,

Further to your email, I am enclosing an inventory of records found by the Receiver on Compuquest's premises, including the location. You will see that there are six boxes of records from Chaminda Malwatta's office.

If you can identify which of the boxes you wish to review and will undertake to pay \$200 per hour for supervisory costs together with actual costs incurred in retrieval and copying, the Receiver would be pleased to make the boxes available for your review and provide photocopies of any flagged documents.

Please confirm your agreement to these terms and advise when you wish to conduct the review.

Catherine Francis | T: 416.369.4137 | F: 416.864.9223 | www.mindengross.com
 MERITAS LAW FIRMS WORLDWIDE

-----Original Message-----

From: Levangie, David W. [mailto:dlevangie@foglers.com]
 Sent: Wednesday, November 30, 2016 4:07 PM
 To: Catherine Francis <CFrancis@mindengross.com>
 Subject: Freight forwarding

Catherine,

Further to my email earlier today, I confirm that the freight forwarding documentation we are seeking was stored in Chaminda Malwatta's desk. We have prepared a diagram of the office space to make it as easy as possible for your client to retrieve the documentation. Please let us know once the search has been conducted and forward us the documentation retrieved.

David W. Levangie
 Partner
 Fogler, Rubinoff LLP
 Lawyers
 77 King Street West

Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.864.7603
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: dlevangie@foglers.com
foglers.com

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P Before printing, please consider the environment.

Compu2000 Box Listing

<u>BOX #</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>BOX OF</u>
1000	SECOND OFFICE TO THE RIGHT OF GARY	MISC COMPANY FILES	1 OF 3
1001	SECOND OFFICE TO THE RIGHT OF GARY	MISC COMPANY FILES	2 OF 3
1002	SECOND OFFICE TO THE RIGHT OF GARY	MISC COMPANY FILES	3 OF 3
1003	SCOTT MAJOR'S OFFICE	DESK FILES	1 OF 2
1004	SCOTT MAJOR'S OFFICE	FILING CABINET FILES	2 OF 2
1005	GARY BODIMEADE'S OFFICE	DESK FILES AND COMPANY SEAL	1 OF 11
1006	GARY BODIMEADE'S OFFICE	DESK FILES, INTERNAL HARDDRIVES, AND CDS	2 OF 11
1007	GARY BODIMEADE'S OFFICE	MAIL	3 OF 11
1008	GARY BODIMEADE'S OFFICE	MISC DOCUMENTS	4 OF 11
1009	GARY BODIMEADE'S OFFICE	FILES LOCATED IN CREDENSA	5 OF 11
1010	GARY BODIMEADE'S OFFICE	FILES LOCATED IN CREDENSA	6 OF 11
1011	GARY BODIMEADE'S OFFICE	CORP TAX RETURNS AND FINANCIAL STATEMENTS	7 OF 11
1012	GARY BODIMEADE'S OFFICE	CREDENSA FILES	8 OF 11
1013	GARY BODIMEADE'S OFFICE	COMPANY BLANK CHEQUES, CIBC 2009 DEPOSITS, AND MISC PERSONAL DOCUMENTS AND NOTES	9 OF 11
1014	GARY BODIMEADE'S OFFICE	CREDENSA FILES	10 OF 11
1015	GARY BODIMEADE'S OFFICE	MISC LOOSE DOCUMENTS	11 OF 11
1016	CHAMINDA MALWATTA'S OFFICE	MISC LOOSE DOCUMENTS, DEPOSIT BOOKS 2006, 2007, 2010, 2012, 2013, AND 2013 ADP STATEMENT OF EARNINGS AND DEDUCTIONS	1 OF 6
1017	CHAMINDA MALWATTA'S OFFICE	COMPU2000 CUSTOMER FILES WITH BACKUP 2012-2015	2 OF 6
1018	CHAMINDA MALWATTA'S OFFICE	COMPU2000 CUSTOMER FILES WITH BACKUP 2012-2015	3 OF 6
1019	CHAMINDA MALWATTA'S OFFICE	COMPU2000 CUSTOMER FILES WITH BACKUP 2012-2015	4 OF 6
1020	CHAMINDA MALWATTA'S OFFICE	MISC A/P AND A/R	5 OF 6
1021	CHAMINDA MALWATTA'S OFFICE	MISC A/P AND A/R, CHAMINDA HAND WRITTEN NOTES	6 OF 6
1022	MATT COWLEY'S OFFICE	DESK FILES, PROPERTY DRAWINGS	1 OF 2
1023	MATT COWLEY'S OFFICE	ASBEGUARD EQUIPMENT FILES	2 OF 2

1024	OFFICE LEFT OF MATT'S OFFICE	DALAR CONTRATING LIMITED DRAWINGS, FILES, CONTRACTS, CITY NOTICES RELATING TO 1935 SILICONE DRIVE	1 OF 2
1025	OFFICE LEFT OF MATT'S OFFICE	DALAR CONTRATING LIMITED DRAWINGS, FILES, CONTRACTS, CITY NOTICES RELATING TO 1935 SILICONE DRIVE	2 OF 2
1026	BLACK FILING CABINETS ACROSS MATT'S OFFICE	A/P AND BANKING STATEMENTS PRE 2008, ADP PAYROLL 2007, 2000-2002 PAYROLL	1 OF 5
1027	BLACK FILING CABINETS ACROSS MATT'S OFFICE	GOVERNMENT NOTICES AND A/P PRE 2007, SALES BY CUSTOMER 2007, 2000 PAYROLL	2 OF 5
1028	BLACK FILING CABINETS ACROSS MATT'S OFFICE	ARCHIVE FILES,	3 OF 5
1029	BLACK FILING CABINETS ACROSS MATT'S OFFICE	ARCHIVE FILES, BLANK COMPANY CHEQUES, 2000-2001 CANCELLED CHEQUES	4 OF 5
1030	BLACK FILING CABINETS ACROSS MATT'S OFFICE	2011 TIMESHEETS, 2012 A/R, 2011 INVENTORY, 2012-2013 A/P	5 OF 5
1031	CABINETS IN FRONT OF GARY'S OFFICE	2015 A/P	
1032	CABINETS IN FRONT OF GARY'S OFFICE	2014 A/P	
1033	CABINETS IN FRONT OF GARY'S OFFICE	2013 A/P	
1034	CABINETS IN FRONT OF GARY'S OFFICE	2012/2013 A/P	
1035	CABINETS IN FRONT OF GARY'S OFFICE	2012 A/P	
1036	CABINETS IN FRONT OF GARY'S OFFICE	2012 A/P	
1037	CABINETS IN FRONT OF GARY'S OFFICE	2011-2013 A/R	
1038	CABINETS IN FRONT OF GARY'S OFFICE	2011-2013 A/R	
1039	CABINETS IN FRONT OF GARY'S OFFICE	BANK DEPOSIT BOOKS 1999-2002, 2014 A/P,	
1040	CABINETS IN FRONT OF GARY'S OFFICE	HEWLETT PACKARD A/P	
1041	CABINETS IN FRONT OF GARY'S OFFICE	HEWLETT PACKARD A/P	

Appendix “24”

EXHIBIT No. 11
ON THE EXAMINATION OF
Gary Bodmeach IN
CIBC V 1299746
HELD ON February 22, 2017
NEESON COURT REPORTING INC.

194



HEAD OFFICE:
6767 Davand Drive
Mississauga, Ontario L5T 2T2
Tel : (905) 585-8811

www.quikx.com

ATTN
Pro Sticker
Here

Original Bill of Lading - Not Negotiable

Connaissement original - Non négociable

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the goods described in this Original Bill of Lading.

REÇU, sous réserve des classifications et tarifs en vigueur à la date de l'acceptation de ce connaissement original.

Received at point of origin on this date from the shipper; the goods herein described in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned and destined as indicated below, which the carrier agrees to carry and deliver to the consignee at the destination, if on its own route, otherwise to deliver to another carrier on the route to the destination.

Reçu au point d'origine, à la date et de l'expéditeur ci-dessous mentionne les marchandises ci-après décrites en bon état apparent (i.e. contenu des colis et leur condition étant inconnus) marquées, consignées et destinées tel que ci-après mentionne, que le voiturier consent à transporter et à délivrer à leur consignataire au point de destination si ce point se trouve sur la route qu'il suit habituellement desservir, sinon à faire transporter et à délivrer par un autre voiturier autorisé à ce faire.

It is agreed as to each carrier of all or any portion of the route to destination, and as to each party at any time interested in all or any of the goods that every service to be performed hereunder shall be subject to all the conditions.

Il est convenu entre les parties que chaque voiturier transportant les dites marchandises en tout ou en partie, sur le parcours entier ou une portion quelconque de celui-ci jusqu'à destination et que tout intéressé à la dite expédition pour tout service à effectuer en vertu des présentes est sujet à toutes les conditions imprimées ou écrites non prohibées par la loi, incluant les conditions continues au verso des présentes qui sont acceptées par l'expéditeur pour lui-même et ses ayants-droits.

Date	01	18	16
Bill of Lading Number / Numéro de connaissement			

Shipper's Name & Address : Nom et adresse de l'expéditeur

NORRIS SYSTEMS

2859 NOVA DRIVE

DALLAS, TX

75229

Postal Code : Code postal

Phone No. : No de tél.

Consignee's Name & Address : Nom et adresse du destinataire

COMPUQUEST2000

1935 SILICONE DRIVE

PICKERING, ONT

L1W 3V7

Postal Code : Code postal

Phone No. : No de tél.

Freight Invoices due on receipt.
Factures de transport doivent être payées sur réception

Pcs. • Col.	D.G.	Description • Références	Weight • Poids	Dimensions (INCHES)	Charges • Frais
1 PC		COMPUTER DESKTOP LOT	14024 Lb	48 X 40 X 60	Prepaid ☒ Collect ☐ Payés d'avance À percevoir
				X X	Freight charges will be "Prepaid" unless marked "Collect". Les frais de transport seront "Prépayés" à moins d'indication contraire.
				X X	
				X X	C.O.D. - P.S.I.
				X X	Amount \$ Montant C.O.D. Fee • Charges P.S.I.
				X X	Prepaid ☒ Collect ☐ Payés d'avance À percevoir
				X X	
Total Pcs. • Col	Are Pallets Req'd? ☒ Yes ☐ No		Total Weight • Poids	Lb ☒ Kg ☐ Subject to correction Sous réserve de modification	Declared Value • Valeur déclarée
1			14,028		

Special Instructions • Directives spéciales

12 SKIDS

Shipper's Signature • Signature de l'expéditeur

X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER.

IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED,

SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

Total Pcs. • Col Unit PAU Trailer Date Time In • Temps Time Out • Temps

Quik X • Signature

X

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.
NOTER VIGILEMENT PRÉSENTE CONNAISSANCE DES CONDITIONS AU VERSO, CELLES SONT ACCEPTÉES PAR LES PRÉSENTES.

For Extended Service

Maximum liability of \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment unless declared valuation states otherwise.

Pour service étendu

Responsabilité maximum \$2.00 par livre (\$4.41 par kilo gramme) calculé sur la poids total de l'expédition à moins que la valeur déclarée soit différente.

Notice of Claim

a) No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier within sixty (60) days after the delivery of goods, or in the case of failure to make delivery, within sixty (60) months from the date of shipment.

b) The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.

Avis de réclamation

a) Aucun transporteur ne peut être tenu responsable de perte, dommage ou retard de quelque marchandise transportée sous le couvert d'un connaissement à moins qu'un avis détaillé de l'origine, destination et de la date de l'expédition des marchandises et l'estimation du montant réclame en rapport avec les dites perte, dommage ou délai ne soit signifié par écrit au transporteur d'origine ou à celui de livraison dans les soixante (60) jours suivant la livraison des marchandises ou à défaut d'effectuer la livraison, dans les neuf (9) mois de la date de l'expédition.

b) La réclamation finale doit être soumise dans le neuf (9) mois de la date de l'expédition accompagnée de la copie acquittée de la facture de transport.

195
COMMERCIAL INVOICE

Page No. ____ of ____ Pages

SHIPPER/EXPORTER

NORRIS SYTEMS
2659 NOVA DRIVE
DALLAS, TX
75229

CONSIGNEE

COMPUQUEST2000
1935 SILICONE DRIVE
PICKERING ONT
L1W 3V7

NOTIFY PARTY/ INTERMEDIATE CONSIGNEE

DATE

01/18/16

COMMERCIAL INVOICE NO.

CUSTOMER P.O. NUMBER

DATE OF EXPORT

COUNTRY OF ORIGIN

HONG KONG

B/L / AWB NUMBER

FINAL DESTINATION

CANADA

EXPORT ROUTE / CARRIER

TERMS OF SALE

SALE

TERMS OF PAYMENT

FREIGHT:



PREPAID



COLLECT

MARKS:

QUANTITY

DESCRIPTION

H.S. NUMBER

UNIT PRICE

TOTAL PRICE U.S.\$'S

1017PCS

DESKTOP COMPUTER LOT

8471.60

\$18450.00

"WE HEREBY CERTIFY THIS INVOICE TO BE TRUE AND CORRECT."

SUBTOTAL

HANDLING

FREIGHT

MISC.

TOTAL

\$18450.00

THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES TO :
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201



LOGISTICS • TRUST • SIMPLICITY

TRIP Number: TRIP-70988

BOL Number: VGS-070017

Pickup Date: 19 Jan, 2016

Straight Bill of Lading

Subject to B/L Terms

Shipper Ref:

Dell Financial Services/Genco ATC
6854 Eastgate Blvd-Building Eastgate
Lebanon, TN
37090
Contact: (615) 207-8267

Consignee Ref:

Compuquest 2000
1935 Silicone Drive
Pickering, ON
L1W3V7
Contact: Gary (905) 839-5255

THIRD PARTY BILLING:

Canada Cartage System LP DBA Vanguard
265 Export Boulevard
Mississauga ON L5S 1Y4

Freight Charges: Third Party

THIS IS TO CERTIFY THAT THE ABOVE MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELLED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. - 14706(e)(1)(A) and (B). Except as otherwise provided herein, carriers maximum liability for goods lost or damaged in transit shall be limited to the actual value of the goods not to exceed \$2.00 per lb or five times the total freight charges applied to the shipment, whichever is the lower.

# of Pieces	HM	Description of Articles, Special Marks and Exceptions <u>List Hazardous Materials First</u>	Weight	Class	NMFC
1		Full Truckload, **Blind Shipment**	44,000 lbs		
		Total Pieces: 1 Total Weight: 44,000			
Customs Broker:		Border Crossing:	CARRIER SPOT QUOTE #		

Comments/Special Instructions:

Received, subject to the contract between the Shipper, Consignee or Third Party and the Carrier in effect on the date of shipment. The property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned and destined as indicated above. This Bill of Lading is not subject to any tariffs or classifications whether individually determined or filed with any Federal or State/Provincial regulatory Agency, except as specifically agreed to in writing by both parties. If a restrictive endorsement does not exist, it is mutually agreed that services performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth in the National Motor Freight Classification and 49 U.S.C. 411.

CARRIER: Manage Transport	Trailer #	Time:
DRIVER'S SIGNATURE:	Number of Pieces Received:	Date:

73

QuikX
Transportation

HEAD OFFICE:
6787 Davand Drive
Mississauga, Ontario L5T 2T2
Tel : (905) 565-8811

www.quikx.com

**Affix
Pro Sticker
Here**

Original Bill of Lading - Not Negotiable

Connaissement original - Non négociable

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the goods described in this Original Bill of Lading.

REÇU, sous réserve des classifications et tarifs en vigueur à la date de livraison de ce connaissement original.

Received at point of origin on this date from the shipper; the goods herein described in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned and destined as indicated below, which the carrier agrees to carry and deliver to the consignee at the destination, if on its own route, otherwise to deliver to another carrier on the route to the destination.

Reçu au point d'origine, à la date et de l'expéditeur ci-dessous mentionne les marchandises ci-après décrites en bon état apparent (le contenu des colis et leur condition étant inconnus) marquées, consignées et destinées tel que ci-après mentionné, que le voiturier consent à transporter et à délivrer à leur consignataire au point de destination si ce point se trouve sur la route qu'il est autorisé d'essayer, sinon à les transporter et à délivrer par un autre voiturier autorisé à ce faire.

It is agreed as to each carrier of all or any portion of the route to destination, and as to each party at any time interested in all or any of the goods that every service to be performed hereunder shall be subject to all the conditions.

Il est mutuellement convenu que chaque voiturier transportant les dites marchandises en tout ou en partie, sur le parcours entier ou une portion quelconque de celui-ci jusqu'à destination et que tout intéressé à la dite expédition pour tout service à effectuer en vertu des présentes est sujet à toutes les conditions imprimées ou écrites non prohibées par la loi, incluant les conditions continues au verso des présentes qui sont acceptées par l'expéditeur pour lui-même et ses ayants-droits.

Date		Bill of Lading Number Numéro de connaissement
M	D-J	
01	26	16

Shipper's Name & Address: • Nom et adresse de l'expéditeur

Bill To (Applicable to the Third Party) • Facturer à: (applicable pour tiers partie)

IMPULSE TECHNOLOGY

6590 SHILOH ROAD EAST, SUITE D

ALPHARETTA, GA

30005

Postal Code • Code postal

Phone No.: • No de tél.

Postal Code • Code postal

Phone No.: • No de tél.

Consignee's Name & Address: • Nom et adresse du destinataire

COMPUQUEST2000

1935 SILICONE DRIVE

PICKERING ONT

L1W 3V7

Postal Code • Code postal

Phone No.: • No de tél.

Beyond Carrier • Autre transporteur

Shipper Rating

Yes • Oui

No • Non

Pcs. • Cois	D.G.	Description • References	Weight • Poids	Dimensions (INCHES)	Charges • Frais
605PCS		DESKTOP COMPUTERS	15000Lb	48 X 40 X 60	Prepaid ☒ Collect ☐
				X X	Payes d'avance À percevoir
				X X	Freight charges will be "Prepaid" unless marked "Collect" Le fret sera "à payes d'avance" à moins d'indication contraire.
				X X	C.O.D. • P.S.L.
				X X	Amount \$
				X X	C.O.D. Fee • Charges P.S.L.
				X X	Prepaid ☒ Collect ☐
				X X	Payes d'avance À percevoir
Total Pcs. • Col	Are Placards Req'd? ☒ Yes • Oui ☐ No • Non		Total Weight • Poids	Lb ☒ Kg ☐	Declared Value • Valeur déclarée
605			15,000	Subject to correction Sous réserve de modification	

Special Instructions • Directives spéciales

9 SKIDS

Shipper's Signature • Signature de l'expéditeur

X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN".

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN".

Total Pcs. • Col

Unit PAU Trailer

Date

Time In • Temps

Time Out • Temps

Quik X • Signature

X

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED. NOTER VÉLÉMENTIÈREMENT LES CONDITIONS AU VERSO DES PRÉSENTES, LESQUELLES SONT ACCEPTÉES PAR LE PRÉSENT.

For Expedited Service
Maximum liability of \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment unless declared valuation states otherwise.

For expedited service
Responsabilité maximum \$2.00 par livre (\$4.41 par kilo gram) calculé sur le poids total de l'expédition à moins que la valeur déclarée soit différente.

Notice of Claim
a) No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originator carrier or the delivering carrier within sixty (60) days after the delivery of goods, or in the case of failure to make delivery, within nine (9) months from the date of shipment.

b) The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.

Avis de réclamation
a) Aucun transporteur ne peut être tenu responsable de perte, dommage ou retard de quelque marchandise transportée sous le couvert d'un connaissement à moins qu'un avis détaillé de l'origine, destination et de la date de l'expédition des marchandises et l'estimation du montant réclamé en rapport avec les dites perte, dommage ou retard ne soit signifié par écrit au transporteur d'origine ou à celui de livraison dans les soixante (60) jours suivant la livraison des marchandises ou à défaut d'effectuer la livraison, dans les neuf (9) mois de la date de l'expédition.

b) La réclamation finale doit être soumise dans le neuf (9) mois de la date de l'expédition accompagnée de la coupé acquittée de la facture de transport.

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HEAD OFFICE:
6767 Davand Drive
Mississauga, Ontario L5T 2T2
Tel : (905) 565-8811

www.quikx.com

ATTN:
Pro-Tracker
Here

Original Bill of Lading - Not Negotiable

Connaissance original - Non négociable

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the goods described in this Original Bill of Lading.

REÇU, sous réserve des classifications et tarifs en vigueur à la date de livraison de ce connaissance original.

Received at point of origin on this date from the shipper; the goods herein described in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned and destined as indicated below, which the carrier agrees to carry and deliver to the consignee at the destination, if on its own route, otherwise to deliver to another carrier on the route to the destination.

Reçu au point d'origine, à la date et de l'expéditeur ci-dessous mentionne les marchandises ci-après décrites en bon état apparent (i.e. contenu des colis et leur condition étant inconnus) marquées, consignées et destinées tel que ci-après mentionné, que le voiturier consent à transporter et à délivrer à leur consignataire au point de destination si ce point se trouve sur la route qu'il est autorisé desservir, sinon à faire transporter et à délivrer par un autre voiturier autorisé à ce faire.

It is agreed as to each carrier of all or any portion of the route to destination, and as to each party at any time interested in all or any of the goods that every service to be performed hereunder shall be subject to all the conditions.

Il est expressément convenu que chaque voiturier transportant les dites marchandises en tout ou en partie, sur le parcours entier ou une portion quelconque de celui-ci jusqu'à destination et que tout intéressé à la dite expédition pour tout service à effectuer en vertu des présentes est sujet à toutes les conditions imprimées ou écrites non prohibées par la loi, incluant les conditions continues au verso des présentes qui sont acceptées par l'expéditeur pour lui-même et ses ayants-droits.

Date M - J - A		Bill of Lading Number Numéro de connaissance	
02	19	16	

Shipper's Name & Address - Nom et adresse de l'expéditeur

NORRIS TECHNOLOGIES, LLC

350 JD YARNELL IND PKWY

CLINTON, TN

37716

Postal Code - Code postal

Phone No. - No de tél.

Postal Code - Code postal

Phone No. - No de tél.

Consignee's Name & Address - Nom et adresse du destinataire

COMPUQUEST2000

1935 SILICONE DRIVE

PICKERING ONT

L1W 3V7

Postal Code - Code postal

Phone No. - No de tél.

Beyond Carrier - Autre transporteur

Shipper Routing

Yes - Oui

No - Non

Pcs. - Cois	D.G.	Description - Références	Weight - Poids	Dimensions (INCHES)	Charges - Frais
1400 PCS		DESKTOP COMPUTER LOT	22684 Lb	48 X 40 X 60	Prepaid ☒ Collect ☐ Payés d'avance À percevoir
				X X	Freight charges will be "Prepaid" unless marked "Collect" Le fret sera "à payer d'avance" à moins d'indication contraire.
				X X	
				X X	
				X X	
				X X	Prepaid ☒ Collect ☐ Payés d'avance À percevoir
				X X	C.O.D. - P.S.L. Amount / Montant \$ C.O.D. Fee - Charges P.S.L.
				X X	
Total Pcs. - Cois	Are Picked Up? Yes ☒ No ☐		Total Weight - Poids	Lb ☒ Kg ☐	Declared Value - Valeur déclarée
1,400			22,686	Subject to correction / Sous réserve de modification	

Special Instructions - Directives spéciales

24 SKIDS

Shippers Signature - Signature de l'expéditeur

X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER.

IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN".

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN".

Total Pcs. - Cois

Unit PU Trailer

Date

Time In - Temps

Time Out - Temps

Quik X - Signature

X

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.
 NOTER VUEILLER PRENDRE CONNAISSANCE DES CONDITIONS AU VERSO, QUI SONT ACCEPTÉES PAR LES PRÉSENTS.

For Expedited Service

Maximum liability of \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment unless declared valuation states otherwise.

Pour service accéléré

Responsabilité maximum \$2.00 par livre (\$4.41 par kilo gramme) calculé sur le poids total de l'expédition à moins que la valeur déclarée soit différente.

Notice of Claim

a) No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originator carrier or the delivering carrier within sixty (60) days after the delivery of goods, or in the case of failure to make delivery, within nine (9) months from the date of shipment.

b) The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.

Avis de réclamation

a) Aucun transporteur ne peut être tenu responsable de perte, dommage ou retard de quelque marchandise transportée sous le couvert d'un connaissance à moins qu'un avis détaillé de l'origine, destination et de la date de l'expédition des marchandises et l'estimation du montant réclame en rapport avec les dites perte, dommage ou délai ne soit signifié par écrit au transporteur d'origine ou à celui de livraison dans les soixante (60) jours suivant la livraison des marchandises ou à défaut d'effectuer la livraison, dans les neuf (9) mois de la date de l'expédition.

b) La réclamation doit être soumise dans le neuf (9) mois de la date de l'expédition accompagnée de la copie acquittée de la facture de transport.

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HEAD OFFICE:
6787 Davand Drive
Mississauga, Ontario L5T 2T2
Tel : (905) 565-8811

www.quikx.com

**Attach
Pro Sticker
Here**

Original Bill of Lading - Not Negotiable

Connaissment original - Non négociable

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the goods described in this Original Bill of Lading.

REÇU, sous réserve des classifications et tarifs en vigueur à la date de livraison de ce connaissance original.

Received at point of origin on this date from the shipper; the goods herein described in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned and defined as indicated below, which the carrier agrees to carry and deliver to the consignee at the destination, if on its own route, otherwise to deliver to another carrier on the route to the destination.

Reçu au point d'origine, à la date et de l'expéditeur ci-dessous mentionné les marchandises ci-après décrites en bon état apparent (Le contenu des colis et leur condition étant inconnus) marquées, consignées et définies tel que ci-après mentionné, que le voiturier consent à transporter et à délivrer à leur consignataire au point de destination et ce point se trouve sur la route qu'il est autorisé d'assurer, sinon à faire transporter et à délivrer par un autre voiturier autorisé à ce faire.

It is agreed as to each carrier of all or any portion of the route to destination, and as to each party at any time interested in all or any of the goods that every service to be performed hereunder shall be subject to all the conditions.

Il est mutuellement convenu que chaque voiturier transportant les dites marchandises en tout ou en partie, sur le parcours entier ou une portion quelconque de celui-ci jusqu'à destination et que tout intéressé à la dite expédition pour tout service à effectuer en vertu des présentes est sujet à toutes les conditions imprimées ou écrites non prohibées par la loi, incluant les conditions continues au verso des présentes qui sont acceptées par l'expéditeur pour lui-même et ses agents-droits.

Date			Bill of Lading Number	
M	D	Y	N° de connaissance	
02	22	16		

Shipper's Name & Address: • Nom et adresse de l'expéditeur

Bill To (Applicable to the Third Party): • Facturer à: (Applicable pour tiers party)

NORRIS TECHNOLOGIES

2659 NOVA DR,

DALLAS, TX

75229

Postal Code • Code postal

Phone No.: • No de tél.

Postal Code • Code postal

Phone No.: • No de tél.

Consignee's Name & Address: • Nom et adresse du destinataire

COMPUQUEST2000

1935 SILICONE DRIVE

PICKERING ONT

L1W 3V7

Postal Code • Code postal

Phone No.: • No de tél.

Beyond Carrier • Autre transporteur

Shipper Routing

Yes • Oui

No • Non

Pcs. • Cois	D.G.	Description • Références	Weight • Poids	Dimensions (INCHES)	Charges • Frais
1020 PCS		DESKTOP COMPUTER LOT	30000	48 X 40 X 60	Prepaid Collect ☒ ☐ Payés d'avance À percevoir
				X X	Freight charges will be "Prepaid" unless marked "Collect" Le fret sera "à payer d'avance" à moins d'indication contraire.
				X X	C.O.D. • P.S.L.
				X X	Amount \$ Montant C.O.D. Fee • Charges P.S.L.
				X X	Prepaid Collect ☒ ☐ Payés d'avance À percevoir
				X X	Declared Value • Valeur déclarée
Total Pcs. • Cois	Are Picked Up? Yes • Oui No • Non		Total Weight • Poids	Lb Kg ☒ ☐ Subject to correction Sous réserve de modification	
1,020	☒ ☐		30,000		

Special Instructions • Directives spéciales

26 SKIDS

Shipper's Signature • Signature de l'expéditeur

X

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.
NOTER VÉRIQUEZ PRÉCISEMENT LES CONDITIONS AU VERSO, QUI SONT ACCEPTÉES PAR LES PRÉSENTES.

For Estimated Rates
Maximum liability of \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment unless declared valuation states otherwise.

Pour services approximatifs
Responsabilité maximum \$2.00 par livre (\$4.41 par kilo gram) calculé sur le poids total de l'expédition à moins que la valeur déclarée soit différente.

Notice of Claim

a) No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originator carrier or the delivering carrier within sixty (60) days after the delivery of goods, or in the case of failure to make delivery, within nine (9) months from the date of shipment.
b) The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.

Avis de réclamation

a) Aucun transporteur ne peut être tenu responsable de perte, dommage ou retard de quelque marchandise transportée sous le couvert d'un connaissance à moins qu'un avis détaillé de l'origine, destination et de la date de l'expédition des marchandises et l'estimation du montant réclamé en rapport avec les dites perte, dommage ou délai ne soit signifié par écrit au transporteur d'origine ou à celui de livraison dans les soixante (60) jours suivant la livraison des marchandises ou à défaut d'effectuer la livraison, dans les neuf (9) mois de la date de l'expédition.
b) La réclamation finie doit être soumise dans le neuf (9) mois de la date de l'expédition accompagnée de la coupé acquittée de la facture de transport.

Total Pcs. • Cois	Unit PAU Trailer	Date	Time In • Temps	Time Out • Temps

Quik X • Signature

X

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COMMERCIAL INVOICE		Page No. ____ of ____ Pages		
SHIPPER/EXPORTER NORRIS TECHNOLOGIES 2659 NOVA DRIVE DALLAS. TX, 75229		DATE 02-22-2018		
CONSIGNEE COMPUQUEST2000 1935 SILICONE DRIVE PICKERING ONT L1W 3V7		COMMERCIAL INVOICE NO.		
		CUSTOMER P.O. NUMBER		
		DATE OF EXPORT		
		COUNTRY OF ORIGIN HONG KONG		
		B/L / AWB NUMBER		
FINAL DESTINATION CANADA		EXPORT ROUTE / CARRIER		
		TERMS OF PAYMENT		
NOTIFY PARTY/ INTERMEDIATE CONSIGNEE		TERMS OF SALE SALE		
		MARKS:		
FREIGHT: ☒ PREPAID ☐ COLLECT		MARKS:		
QUANTITY	DESCRIPTION	U.S. NUMBER	UNIT PRICE	TOTAL PRICE U.S.\$
1020PCS	DEKTOP COMPUTER LOT (26 SKIDS @ 30000LBS)	8471.50		\$44500.00
WE HEREBY CERTIFY THIS INVOICE TO BE TRUE AND CORRECT.			SUBTOTAL	\$44500.00
			HANDLING	
			FREIGHT	
			MISC.	
			TOTAL	
THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES TO : IN ACCORDANCE WITH THE EXPORT REGULATIONS, DIVERSION CONTRARY TO U.S. LAW PROHIBITED.				

1165



HEAD OFFICE:
6767 Davand Drive
Mississauga, Ontario L5T 2T2
Tel : (905) 505-8811

www.quikx.com

**Affix
Pro-Tracker
Here**

Original Bill of Lading - Not Negotiable

Connaissance original - Non négociable

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the goods described in this Original Bill of Lading.

REÇU, sous réserve des classifications et tarifs en vigueur à la date de livraison de ce connaissance original.

Received at point of origin on this date from the shipper, the goods herein described in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned and destined as indicated below, which the carrier agrees to carry and deliver to the consignee at the destination, if on its own route, otherwise to deliver to another carrier on the route to the destination.

Reçu au point d'origine, à la date et de l'expéditeur ci-dessous mentionné les marchandises ci-après décrites en bon état apparent (le contenu des colis et leur condition étant inconnus) marquées, consignées et destinées tel que ci-après mentionné, que le voiturier consent à transporter et à délivrer à leur consignataire au point de destination et ce point se trouve sur la route qu'il est autorisé desservir, sinon à faire transporter et à délivrer par un autre voiturier autorisé à ce faire.

It is agreed as to each carrier of all or any portion of the route to destination, and as to each party at any time interested in all or any of the goods that every service to be performed hereunder shall be subject to all the conditions.

Il est mutuellement convenu que chaque voiturier transportant les dites marchandises en tout ou en partie, sur le parcours entier ou une portion quelconque de celui-ci jusqu'à destination et que tout intéressé à la dite expédition pour tout service à effectuer en vertu des présentes est sujet à toutes les conditions imprimées ou écrites non prohibées par la loi, incluant les conditions continues au verso des présentes qui sont acceptées par l'expéditeur pour lui-même et ses ayants-droits.

Shipper's Name & Address: • Nom et adresse de l'expéditeur

NORRIS TECHNOLOGIES, LLC

2659 NOVA DRIVE

DALLAS, TX

75229

Postal Code • Code postal

Phone No.: • No de tél.

Consignee's Name & Address: • Nom et adresse du destinataire

COMPUQUEST2000

1935 SILICONE DRIVE

PICKERING ONT

L1W 3V7

Postal Code • Code postal

Phone No.: • No de tél.

Pcs. • Coles	D.G.	Description • Références	Weight • Poids	Dimensions (INCHES)	Charges • Frais
500PCS		DOG PADS	338LBS	48 X40 X24	Prepaid ☒ Collect ☐
				X X	Payes d'avance À percevoir
				X X	Freight charges will be "Prepaid" unless marked "Collect". Les frais de transport seront "à payer d'avance" à moins d'indication contraire.
				X X	C.O.D. • P.S.L.
				X X	Amount \$
				X X	C.O.D. Fee • Charge P.S.L.
				X X	Prepaid ☒ Collect ☐
				X X	Payes d'avance À percevoir
Total Pcs. • Col	Are Placards Req'd? ☒ Yes-oui ☐ No-non		Total Weight • Poids	Lb ☒ Kg ☐	Declared Value • Valeur déclarée
500			338	Subject to correction Sous réserve de rectifier	

Special Instructions • Directives spéciales

1 SKID

Shipper's Signature • Signature de l'expéditeur

X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

Total Pcs. • Col	Unit PRU Trailer	Date	Time In • Temps	Time Out • Temps
------------------	------------------	------	-----------------	------------------

Quik X • Signature

X

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.
NOTER VIGILEMENT PRENDRE CONNAISSANCE DES CONDITIONS AU VERSO, QUI SONT ACCEPTÉES PAR LES PRÉSENTES.

For Expedited Service

Maximum liability of \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment unless declared valuation states otherwise.

Pour service accéléré

Responsabilité maximum \$2.00 par livre (\$4.41 par kilo gramme) calculé sur le poids total de l'expédition à moins que la valeur déclarée soit différente.

Notice of Claim

a) No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier within sixty (60) days after the delivery of goods, or in the case of failure to make delivery, within nine (9) months from the date of shipment.

b) The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.

Avis de réclamation

a) Aucun transporteur ne peut être tenu responsable de perte, dommage ou retard de quelque marchandise transportée sous le couvert d'un connaissance à moins qu'un avis détaillé de l'origine, destination et de la date de l'expédition des marchandises et l'estimation du montant réclamé en rapport avec les dites perte, dommage ou délai ne soit signifié par écrit au transporteur d'origine ou à celui de livraison dans les soixante (60) jours suivant la livraison des marchandises ou à défaut d'effectuer la livraison, dans les neuf (9) mois de la date de l'expédition.

b) La réclamation finale doit être soumise dans le neuf (9) mois de la date de l'expédition accompagnée de la copie acquittée de la facture de transport.

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COMMERCIAL INVOICE

Page No. ____ of ____ Pages

SHIPPER/EXPORTER

NORRIS TECHNOLOGIES LLC
2659 NOVA DR
DALLAS, TX
75229

DATE

03/05/2016

COMMERCIAL INVOICE NO.

CUSTOMER P.O. NUMBER

DATE OF EXPORT

COUNTRY OF ORIGIN

HONG KONG

B/L / AMS NUMBER

FINAL DESTINATION

CANADA

EXPORT ROUTE / CARRIER

TERMS OF SALE

SALE

TERMS OF PAYMENT

CONSIGNEE

COMPUQUEST2000
1935 SILCIONE DRIVE
PICKERING ONT
L1W 3V7

FREIGHT:



PREPAID



COLLECT

MARKS:

NOTIFY PARTY/ INTERMEDIATE CONSIGNEE

QUANTITY	DESCRIPTION	H.S. NUMBER	UNIT PRICE	TOTAL PRICE U.S.\$
500PCS	DOG PADS	420100		\$300.00
"WE HEREBY CERTIFY THIS INVOICE TO BE TRUE AND CORRECT." THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES TO : (IN ACCORDANCE WITH THE EXPORT REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.			SUBTOTAL	
			HANDLING	
			FREIGHT	
			MISC.	
			TOTAL	\$300.00

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COMMERCIAL INVOICE		Page No. ____ of ____ Pages																						
SHIPPER/EXPORTER NORRIS TECHNOLOGIES LLC 350 JD YARNELL IND PKWY CLINTON, TN 37716		DATE 03/29/16		COMMERCIAL INVOICE NO.																				
CONSIGNEE COMPUQUEST2000 1935 SILICONE DRIVE PICKERING ONT L1W 3V7		CUSTOMER P.O. NUMBER		DATE OF EXPORT																				
		COUNTRY OF ORIGIN HONG KONG		B/L / AWB NUMBER																				
		FINAL DESTINATION CANADA		EXPORT ROUTE / CARRIER																				
		TERMS OF SALE SALE		TERMS OF PAYMENT																				
NOTIFY PARTY/ INTERMEDIATE CONSIGNEE		FREIGHT: ☒ PREPAID ☐ COLLECT																						
		MARKS:																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">QUANTITY</th> <th style="width: 40%;">DESCRIPTION</th> <th style="width: 15%;">H.S. NUMBER</th> <th style="width: 15%;">UNIT PRICE</th> <th style="width: 20%;">TOTAL PRICE U.S.\$'S</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;">1350 UNITS</td> <td style="vertical-align: top;">DESKTOP COMPUTER LOT (20 SKIDS @ 21085LBS)</td> <td style="vertical-align: top;">8471.50</td> <td></td> <td style="vertical-align: top;">\$34500.00</td> </tr> <tr> <td colspan="3"></td> <td style="vertical-align: top;"> SUBTOTAL HANDLING FREIGHT MISC. </td> <td></td> </tr> <tr> <td colspan="3"></td> <td style="vertical-align: top;">TOTAL</td> <td style="vertical-align: top;">\$34500.00</td> </tr> </tbody> </table>					QUANTITY	DESCRIPTION	H.S. NUMBER	UNIT PRICE	TOTAL PRICE U.S.\$'S	1350 UNITS	DESKTOP COMPUTER LOT (20 SKIDS @ 21085LBS)	8471.50		\$34500.00				SUBTOTAL HANDLING FREIGHT MISC.					TOTAL	\$34500.00
QUANTITY	DESCRIPTION	H.S. NUMBER	UNIT PRICE	TOTAL PRICE U.S.\$'S																				
1350 UNITS	DESKTOP COMPUTER LOT (20 SKIDS @ 21085LBS)	8471.50		\$34500.00																				
			SUBTOTAL HANDLING FREIGHT MISC.																					
			TOTAL	\$34500.00																				
WE HEREBY CERTIFY THIS INVOICE TO BE TRUE AND CORRECT.																								
THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES TO : IN ACCORDANCE WITH THE EXPORT REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.																								

184



HEAD OFFICE:
8767 Davand Drive
Mississauga, Ontario L5T 2T2
Tel : (905) 585-8811

www.quikx.com

**Attach
Pro Sticker
Here**

Original Bill of Lading - Not Negotiable

Connaissement original - Non négociable

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the goods described in this Original Bill of Lading.

REÇU, sous réserve des classifications et tarifs en vigueur à la date de livraison de ce connaissement original.

Received at point of origin on this date from the shipper; the goods herein described in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned and destined as indicated below, which the carrier agrees to carry and deliver to the consignee at the destination, if on its own route, otherwise to deliver to another carrier on the route to the destination.

Reçu au point d'origine, à la date et de l'expéditeur ci-dessous mentionnés les marchandises ci-après décrites en bon état apparent (L.A. contenu des colis et leur condition étant inconnus) marquées, consignées et destinées tel que ci-après mentionné, que le véhiculaire convient à transporter et à délivrer à leur consignataire au point de destination si ce point se trouve sur la route qu'il est autorisé desservir, sinon à faire transporter et à délivrer par un autre véhiculaire autorisé à ce faire.

It is agreed as to each carrier of all or any portion of the route to destination, and as to each party at any time interested in all or any of the goods that every service to be performed hereunder shall be subject to all the conditions.

Il est mutuellement convenu que chaque véhiculaire transportant les dites marchandises en tout ou en partie, sur le parcours entier ou une portion quelconque de celui-ci jusqu'à destination et que tout intéressé à la dite expédition pour tout service à effectuer en vertu des présentes est sujet à toutes les conditions imprimées ou écrites non prohibées par la loi, incluant les conditions connues au verso des présentes qui sont acceptables par l'expéditeur pour lui-même et ses ayants-droits.

Date	Bill of Lading Number
03 29 16	

Shipper's Name & Address: • Nom et adresse de l'expéditeur

Bill To (Applicable to the Third Party) • Facturer à: (applicable pour tierce partie)

NORRIS TECHNOLOGIES, LLC

350 JD YARNELL IND PKWY

CLINTON, TN

37716

Postal Code • Code postal

Phone No.: • No de tél.

Postal Code • Code postal

Phone No.: • No de tél.

Consignee's Name & Address: • Nom et adresse du destinataire

COMPUQUEST2000

1935 SILICONE DRIVE

PICKERING ONT

L1W 3V7

Postal Code • Code postal

Phone No.: • No de tél.

Beyond Carrier • Autre transporteur

Shipper Rating

Yes • Oui

No • Non

Pcs: • Cois	D.G.	Description • References	Weight • Poids	Dimensions (INCHES)	Charges • Frais
1350 UNITS		DESKTOP COMPUTERS	21085 Lb	48 X 40 X 60	Prepaid ☒ Collect ☐
				X X	Payés d'avance À percevoir
				X X	Freight charges will be "Prepaid" unless marked "Collect". Les frais de transport seront "Prépayés" à moins d'indication contraire.
				X X	C.O.D. • P.S.L.
				X X	Amount \$
				X X	C.O.D. Fee • Charges P.S.L.
				X X	Prepaid ☒ Collect ☐
				X X	Payés d'avance À percevoir
Total Pcs. • Col	Are Placards Req'd? Yes/Oui No/Non		Total Weight • Poids	Lb Kg	Declared Value • Valeur déclarée
1,350	☒ ☐		21,086	☒ ☐	

NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.
NOTER VIGILEMENT PRÉSENTER CONDITIONS DES CONTRAINTES AU VERSO, CES DONT SONT ACCEPTÉES PAR LES PRÉSENTES.

For Expedited Service
Maximum liability of \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment unless declared valuation states otherwise.

For service applicable
Responsabilité maximum \$2.00 par livre (\$4.41 par kilo gram) calculé sur le poids total de l'expédition à moins que la valeur déclarée soit différente.

Notice of Claim
a) The carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing the originator carrier or the delivering carrier within sixty (60) days after the delivery of goods, or in the case of failure to make delivery, within nine (9) months from the date of shipment.
b) The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.

Avis de réclamation
a) Aucun transporteur ne peut être tenu responsable de perte, dommage ou retard de quelque marchandise transportée sous le couvert d'un connaissement à moins qu'un avis détaillé de l'origine, destination et de la date de l'expédition des marchandises et l'estimation du montant réclame en rapport avec les dites perte, dommage ou délai ne soit donnée par écrit au transporteur d'origine ou à celui de livraison dans les soixante (60) jours suivant la livraison des marchandises ou à défaut d'effectuer la livraison, dans les neuf (9) mois de la date de l'expédition.
b) La réclamation finale doit être soumise dans le neuf (9) mois de la date de l'expédition accompagnée de la coupure acquittée de la facture de transport.

Special Instructions • Directives spéciales

20 SKIDS

Shippers Signature • Signature de l'expéditeur

X

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER.

IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"

PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN".

Total Pcs. • Col	Unit P/U Trailer	Date	Time In • Temps	Time Out • Temps
------------------	------------------	------	-----------------	------------------

Quik X • Signature

X



HEAD OFFICE:
6767 Davard Drive
Mississauga, Ontario L5T 2T2
Tel : (905) 585-8811

www.quikx.com

**Affix
Pro Sticker
Here**

Original Bill of Lading - Not Negotiable

Connaissement original - Non négociable

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the goods described in this Original Bill of Lading.

REÇU, sous réserve des classifications et tarifs en vigueur à la date de livraison de ce connaissement original.

Received at point of origin on this date from the shipper; the goods herein described in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned and destined as indicated below, which the carrier agrees to carry and deliver to the consignee at the destination, if on its own route, otherwise to deliver to another carrier on the route to the destination.

Reçu au point d'origine, à la date et de l'expéditeur ci-dessous mentionné les marchandises ci-après décrites en bon état apparent (le contenu des colis et leur condition étant inconnus) marquées, consignées et destinées tel que ci-après mentionné, que le voiturier consent à transporter et à délivrer à leur consignataire au point de destination si ce point se trouve sur la route qu'il est autorisé desservir, sinon à faire transporter et à délivrer par un autre voiturier autorisé à ce titre.

It is agreed as to each carrier of all or any portion of the route to destination, and as to each party at any time interested in all or any of the goods that every service to be performed hereunder shall be subject to all the conditions.

Il est mutuellement convenu que chaque voiturier transportant les dites marchandises en tout ou en partie, sur le parcours entier ou une portion quelconque de celui-ci jusqu'à destination et que tout intéressé à la dite expédition pour tout service à effectuer en vertu des présentes est sujet à toutes les conditions imprimées ou écrites non prohibées par la loi, incluant les conditions continues au verso des présentes qui sont acceptées par l'expéditeur pour lui-même et ses ayants-droits.

Date M D-Y	Bill of Lading Number Numéro de connaissement
03 10 16	

Shipper's Name & Address: • Nom et adresse de l'expéditeur

NORRIS TECHNOLOGIES, LLC

350 JD YARNELL IND PKWY

CLINTON, TN

37716

Postal Code • Code postal

Phone No.: • No de tél.

Postal Code • Code postal

Phone No.: • No de tél.

Consignee's Name & Address: • Nom et adresse du destinataire

COMPUQUEST2000

1935 SILICONE DRIVE

PICKERING ONT

L1W 3V7

Postal Code • Code postal

Phone No.: • No de tél.

Bill To (Applicable to the Third Party) - Facturer à: (applicable pour tiers partie)

Freight invoices due on receipt.

Factures de transport doivent être payées sur réception

Beyond Carrier • Autre transporteur

Shipper Routing

Yes • Oui

No • Non

Pcs. • Cois	D.G.	Description • References	Weight • Poids	Dimensions (INCHES)	Charges • Frais
1450PCS		DESKTOP COMPUTER LOT	28934LB	48 X40 X60	Prepaid ☒ Collect ☐ Payes d'avance À percevoir
				X X	Freight charges will be "Prepaid" unless marked "Collect". Le fret sera "à payes d'avance" à moins d'indication contraire.
				X X	C.O.D. • P.S.I.
				X X	Amount Montant \$
				X X	C.O.D. Fee • Charges P.S.I.
				X X	Prepaid ☒ Collect ☐ Payes d'avance À percevoir
Total Pcs. • Coi	Are Pallets Req'd? Yes • Oui No • Non		Total Weight • Poids	Lb Kg ☒ ☐ Subject to correction Sous réserve de modification	Declared Value • Valeur déclarée
1,450	☒ ☐		28,938		

Special Instructions • Directives spéciales

28

Shipper's Signature • Signature de l'expéditeur

X

**PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER.
IF ACTUAL COUNT CAN NOT BE VERIFIED, SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"**

**PICKUP DRIVER MUST BE ABLE TO COUNT THE NUMBER OF PIECES AS STATED BY THE SHIPPER. IF ACTUAL COUNT CAN NOT BE VERIFIED,
SHIPMENT WILL BE ACCEPTED AS "SAID TO CONTAIN"**

Total Pcs. • Coi	Unit PAI Trailer	Date	Time In • Temps	Time Out • Temps

Quik X • Signature

X

**NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED.
NOTER VIGILEMENT PRÉSENTES CONDITIONS AU VERSO, QUI SONT ACCEPTÉES PAR LES PRÉSENTES.**

For Expedited Service

Maximum liability of \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment unless declared valuation states otherwise.

For standard service

Responsabilité maximum \$2.00 par livre (\$4.41 par kilo gramme) calculé sur le poids total de l'expédition à moins que la valeur déclarée soit différente.

Notice of Claim

a) No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing the originator carrier or the delivering carrier within sixty (60) days after the delivery of goods, or in the case of failure to make delivery, within nine (9) months from the date of shipment.

b) The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.

Avis de réclamation

a) Aucun transporteur ne peut être tenu responsable de perte, dommage ou retard de quelque marchandise transportée sous le couvert d'un connaissement à moins qu'un avis détaillé de l'origine, destination et de la date de l'expédition des marchandises et l'estimation du montant réclamé en rapport avec les dites perte, dommage ou délai ne soit signifié par écrit au transporteur d'origine ou au celui de livraison dans les soixante (60) jours suivant la livraison des marchandises ou à défaut d'effectuer la livraison, dans les neuf (9) mois de la date de l'expédition.

b) La réclamation doit être soumise dans le neuf (9) mois de la date de l'expédition accompagnée de la coupure acquittée de la facture de transport.

200

COMMERCIAL INVOICE			Page No. ____ of ____ Pages	
SHIPPER/EXPORTER NORRIS TECHNOLOGIES, LLC 350 JD YARNELL IND PKWY CLINTON, TN 37716		DATE 03/10/16		COMMERCIAL INVOICE NO.
CONSIGNEE COMPUQUEST2000 1935 SILICONE DRIVE PICKERING ONT L1W 3V7		CUSTOMER P.O. NUMBER		DATE OF EXPORT
		COUNTRY OF ORIGIN HONG KONG		B/L / AWB NUMBER
		FINAL DESTINATION CANADA		EXPORT ROUTE / CARRIER
		TERMS OF SALE SALE		TERMS OF PAYMENT
NOTIFY PARTY/ INTERMEDIATE CONSIGNEE		FREIGHT: ☒ PREPAID ☐ COLLECT		
		MARKS:		
QUANTITY	DESCRIPTION	H.S. NUMBER	UNIT PRICE	TOTAL PRICE U.S.\$'S
1450PCS	DEKTOP COMPUTERS LOT	8471.50		\$42500.00
WE HEREBY CERTIFY THIS INVOICE TO BE TRUE AND CORRECT. THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES TO : IN ACCORDANCE WITH THE EXPORT REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.			SUBTOTAL	
			HANDLING	
			FREIGHT	
			MISC.	
			TOTAL	\$42500.00

204

COMMERCIAL INVOICE				Page No. ____ of ____ Pages	
SHIPPER/EXPORTER NORRIS TECHNOLOGIES, LLC 350 JD YARNELL IND PKWY CLINTON, TN 37716		DATE 04-26-16		COMMERCIAL INVOICE NO.	
CONSIGNEE COMPUQUEST2000 1935 SILICONE DRIVE PICKERING ONT		CUSTOMER P.O. NUMBER		DATE OF EXPORT	
		COUNTRY OF ORIGIN HONG KONG		B/L / AWS NUMBER	
		FINAL DESTINATION CANADA		EXPORT ROUTE / CARRIER	
		TERMS OF SALE SALE		TERMS OF PAYMENT	
NOTIFY PARTY/ INTERMEDIATE CONSIGNEE		FREIGHT: ☒ PREPAID ☐ COLLECT			
		MARKS:			
QUANTITY	DESCRIPTION	H.S. NUMBER	UNIT PRICE	TOTAL PRICE U.S.\$'	
840 UNITS	HP 6200 M/T DESKTOP COMPUTER	8471.50		\$28500.00	
"WE HEREBY CERTIFY THIS INVOICE TO BE TRUE AND CORRECT." THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES TO : IN ACCORDANCE WITH THE EXPORT REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.			SUBTOTAL		
			HANDLING		
			FREIGHT		
			MISC.		
			TOTAL		\$28500.00

Appendix “25”

From: Levangie, David W. [<mailto:dlevangie@foglers.com>]
Sent: Wednesday, February 22, 2017 9:56 AM
To: Catherine Francis <CFrancis@mindengross.com>
Subject: Documents

Catherine,

Can you please follow up with your client regarding the status of delivering the documents to my client?
 Payment of the invoice was made by wire on February 16, 2017.



David W. Levangie
 Partner
 Fogler, Rubinoff LLP
 Lawyers
 77 King Street West
 Suite 3000, P.O. Box 95
 TD Centre North Tower
 Toronto, ON M5K 1G8
 Direct: 416.864.7603
 Main: 416.864.9700
 Toll Free: 1.866.861.9700
 Fax: 416.941.8852
 Email: dlevangie@foglers.com
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Before printing, please consider the environment.

From: Catherine Francis [<mailto:CFrancis@mindengross.com>]
Sent: Friday, February 24, 2017 5:33 PM
To: Levangie, David W. <dlevangie@foglers.com>
Cc: 'Andrea Robertson' <andrearobertson27@yahoo.ca>
Subject: Norris Application

David,

I understand that the flagged documents have been sent to your client.

Please note that we were unable to find proof of delivery in the flagged documents for the delivery of products to Compuquest after 2015. I asked Mr. Bodimeade questions on his cross-examination about the documents bearing 2016 dates and he indicated that they did not show proof of delivery.

As the balance allegedly owing to your client declined after December 31, 2015, we will need evidence of delivery of product to Compuquest after December 31, 2015, especially as the Receiver did not find meaningful inventory or accounts receivable after it was appointed and the indication was that Compuquest had not been carrying on active business for some time.

Leaving aside the validity of your client's proofs of claim, we need to deal with removal of the CPL and Order from title to the Ashburn Property.

Your client is at best an unsecured creditor of Gary Bodimeade and Compuquest.

The evidence is clear that Aimee Bodimeade signed the RLOC Agreement on the express understanding and representation that it would only apply to Gary Bodimeade's share of the Ashburn Property. Gary has admitted this.

As such, the Application to enforce the RLOC was brought and the Orders encumbering the Ashburn Property were obtained in violation of the stay of proceedings under section 69.3 of the *Bankruptcy and Insolvency Act*.

Please advise of available dates in March 2017 for a motion to discharge these registrations from title and I will canvass the court's availability.

As Aimee Bodimeade is the Respondent in the Application, I am copying Ms. Robertson.

From: Levangie, David W. [<mailto:dlevangie@foglers.com>]
Sent: Friday, February 24, 2017 6:14 PM
To: Catherine Francis <CFrancis@mindengross.com>
Cc: 'Andrea Robertson' <andrearobertson27@yahoo.ca>
Subject: RE: Norris Application

Catherine,

As far as I am aware, my client has received the documents requested.

We disagree with your statement that at best our client is an unsecured creditor of Gary Bodimeade and Compuquest. We also disagree with you that Aimee Bodimeade signed the RLOC Agreement on the express understanding that it would only apply to Gary Bodimeade's share of the Ashburn property. This is directly contradicted by the words of the document itself.

It is interesting that you are relying on Gary Bodimeade's testimony yet have repeatedly asserted that he is not credible and a fraudster. Which is it?

The Honourable Justice Glustein was aware of the bankruptcy and the status of title to the property and clearly did not agree with your position regarding the stay under section 69.3 of the BIA. Further, you were served with the Order and application materials shortly after they were obtained many months ago, yet took no steps to set aside or appeal the order, which clearly betrays the position you are now attempting to take that the order violated the stay. Your position is untenable as Gary is not on title to the property, and his family law interest in the property is, as I understand it, a possessory interest. Aimee Bodimeade signed a personal guarantee of the debt, which guarantee included the securitization of the debt by virtue of a charge on the property.

The issue of the registrations cannot be dealt with until the application is resolved and a determination is made regarding my client's entitlement to a charge on the property. Your motion is premature and I would suggest that we schedule a 9:30 appointment to obtain direction on how to proceed given my client's outstanding application and your client's motion.

If the court determines at a 9:30 that it is appropriate for your motion to proceed, I am available March 21, 23 or 28th, but I would caution you against short serving me with your materials, as has been the routine of your client in these matters, as my client intends on vigorously opposing the motion and will be filing detailed responding materials. Any short service on the part of your client will result in an adjournment, as my client will need time to respond to the motion.

Please note that I will be out of the country from March 30 to April 16, 2016 inclusive, so the motion will not be able to proceed during this period.



David W. Levangie
 Partner
 Fogler, Rubinoff LLP
 Lawyers
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 Toronto, ON M5K 1G8
 Direct: 416.864.7603
 Main: 416.864.9700
 Toll Free: 1.866.861.9700



Fax: 416.941.8852
Email: dlevangie@foglers.com
foglers.com

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From: Catherine Francis [<mailto:CFrancis@mindengross.com>]

Sent: Friday, February 24, 2017 7:03 PM

To: Levangie, David W. <dlevangie@foglers.com>

Cc: 'Andrea Robertson' <andrearobertson27@yahoo.ca>

Subject: RE: Norris Application

David,

I will make inquiries next week as to whether March 28, 2017 is available and we can work back in terms of a schedule. I expect that we will deliver a report after we get Gary's transcript.

In short answer to your comments:

1. I assume you are not suggesting that your client is a secured creditor of Gary Bodimeade or Compuquest. You did not file as such.
2. Aimee Bodimeade expressly did NOT guarantee your client's debt.
3. The basis on which Aimee signed the agreement was clearly set out in writing and accepted as a condition of the signing. Your client was aware of and approved this condition.
4. Both Aimee and Gary Bodimeade have acknowledged that they each had a 50/50 interest in everything.
5. Gary's testimony merely corroborated what is clearly set out in the documents. Relying on Gary's admissions does not mean that we accept him as a credible person.
6. Dean Salem, Gary Bodimeade and Fogler were clearly working together on these matters, as witnessed by the fact that Mr. Azeff claimed "common interest" privilege on joint communications with Fogler.
7. The attendance and order obtained before Justice Glustein was *ex parte* even though Ms. Robertson expressly stated that the Trustee should have been given notice.
8. You did not disclose to Justice Glustein (or the Trustee) the conditions under which Aimee signed the document.
9. In any event, the Order was entirely without prejudice and the Trustee has a right to move to clear the registrations from title.
10. I disagree that a motion to remove *ex parte* registrations must await determination of the issues in the Application.
11. However, from a practical standpoint, the motion will in fact determine the issues in the Application.

12. This is not a complicated matter. It is very simple. If the agreement only applied to “Gary’s share” then the registrations have to be removed.

Finally, what motions are you alleging that the Receiver short-served you with? The only motion we have brought is the motion on Tuesday February 23, 2017 for directions regarding Gary Bodimeade’s examination. The date was cleared with Mr. Azeff in advance. You did not indicate that you were interested in attending and did not attend.

Catherine Francis | T: 416.369.4137 | F: 416.864.9223 | www.mindengross.com



MERITAS LAW FIRMS WORLDWIDE

From: Levangie, David W. [<mailto:dlevangie@foglers.com>]
Sent: Tuesday, February 28, 2017 6:25 PM
To: Catherine Francis <CFrancis@mindengross.com>
Cc: 'Andrea Robertson' <andrearobertson27@yahoo.ca>
Subject: RE: Norris Application

Catherine,

Have you heard back regarding the March 28th date? I think we are going to be tight on time. If we need more time, the motion can proceed in later half of April, which will give us more breathing room to complete the necessary steps.



David W. Levangie
 Partner
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 Lawyers
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 Suite 3000, P.O. Box 95
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 Direct: 416.864.7603
 Main: 416.864.9700
 Toll Free: 1.866.861.9700
 Fax: 416.941.8852
 Email: dlevangie@foglers.com
foglers.com



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From: Catherine Francis [<mailto:CFrancis@mindengross.com>]

Sent: Tuesday, February 28, 2017 6:34 PM

To: Levangie, David W. <dlevangie@foglers.com>

Cc: 'Andrea Robertson' <andrearobertson27@yahoo.ca>

Subject: RE: Norris Application

Well, my clerk is away this week and I have been short on help so haven't yet been able to inquire.

I think you are probably right that the end of March will be too tight to exchange material and conduct any necessary examinations, prepare factums and argue the matter. The reason for the quick time line is to try to get the issues addressed before the sale of the property, as Aimee and her children need certainty.

Are you available any time in the last two weeks of April?

Catherine Francis | T: 416.369.4137 | F: 416.864.9223 | www.mindengross.com



MERITAS LAW FIRMS WORLDWIDE

From: Levangie, David W. [<mailto:dlevangie@foglers.com>]
Sent: Tuesday, February 28, 2017 6:35 PM
To: Catherine Francis <CFrancis@mindengross.com>
Cc: 'Andrea Robertson' <andrearobertson27@yahoo.ca>
Subject: RE: Norris Application

No problem. Let's circle back regarding dates when your clerk is back next week and your head is above water!

I am out of the country March 30-April 16 inclusive, so nothing on our end can be done in that period, but I do still have some availability in the later part of April.



David W. Levangie
 Partner
 Fogler, Rubinoff LLP
 Lawyers
 77 King Street West
 Suite 3000, P.O. Box 95
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 Fax: 416.941.8852
 Email: dlevangie@foglers.com
foglers.com



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From: Catherine Francis [<mailto:CFrancis@mindengross.com>]
Sent: Monday, April 17, 2017 4:54 PM
To: Levangie, David W. <dlevangie@foglers.com>
Cc: 'Andrea Robertson' <andrearobertson27@yahoo.ca>
Subject: RE: Norris Application

David,

I understand that you are back today. We wish to proceed with scheduling a motion by the Receiver to discharge the CPL and Order from title to the Ashburn Property and to dismiss your client's Application. I anticipate that we will be relying upon the following:

1. Receiver's Second Report dated November 24, 2016
2. Receiver's Third Report dated January 11, 2017
3. An additional Receiver's report, to be prepared
4. Transcript of Gary's examination, together with exhibits
5. An affidavit of Aimee Bodimeade (not yet prepared or sworn)

Just to be clear, based on the evidence that we have seen to date:

1. Aimee Bodimeade did not execute a personal guarantee in favour of your client – Aimee executed the RLOC in reliance on express written confirmation by Gary that it would not affect her interest in the Ashburn Property
2. At the time of the RLOC, both Compuquest and Gary personally (as guarantor of Compuquest's debt to CIBC) were insolvent – this has been addressed in various material filed by CIBC as well as the Receiver's reports.
3. The Application was issued and the CPL and Order were obtained and registered after and in the face of the Bankruptcy Order against Gary and are therefore void against the Trustee.

Enclosed please find the transcript and exhibits from Mr. Bodimeade's examination, in the event that you do not have them.

Please note Exhibits 4, 5, 6 and 7, which are a series of "blank cheques" that were signed by Mr. Salem on accounts at Community Trust Bank and BB&T, in respect of which Mr. Bodimeade admits to filling in the dates and amounts. As you are aware, Compuquest's account was flagged by CIBC for suspected cheque kiting.

With regard to the RLOC, please see Exhibits 8 and 9.

Exhibit 11 consists of documents that your client obtained from the Receiver for the period after December 31, 2016. The documents do not appear to contain proof of products shipped to Compuquest after December 31, 2015. Gary Bodimeade acknowledged this in his examination.

In the circumstances, before we incur time and expense on a motion to discharge the CPL and mortgage, perhaps your client may wish to reconsider its position.

If your client maintains its position that it is entitled to a CPL and mortgage on the Ashburn Property in priority to the interests of the Trustee (and/or Aimee), please advise of dates in May 2017 for a half day motion and then we will work back.

We will wish to examine Mr. Salem on his affidavits filed in support of the CPL and subsequent order.

Catherine Francis | T: 416.369.4137 | F: 416.864.9223 | www.mindengross.com



MERITAS LAW FIRMS WORLDWIDE

From: Levangie, David W. [<mailto:dlevangie@foglers.com>]
Sent: Tuesday, April 18, 2017 11:36 AM
To: Catherine Francis <CFrancis@mindengross.com>
Cc: 'Andrea Robertson' <andrearobertson27@yahoo.ca>
Subject: RE: Norris Application

Catherine,

Thanks for your note.

I am seeking instructions from my client regarding your email below. I expect that a motion date in May is too ambitious. As it stands now my client is away until May 1, 2017 and I am tied up May 18-30, out of the country for work. I expect that a date in June (I have a trial in the middle of June that is proceeding) or July would be more realistic and I am not aware of any urgency. I would propose that we discuss dates for the steps to be completed, which I think would take us to June/July anyway.

When do you anticipate being in a position to deliver additional report from the Receiver?



David W. Levangie
 Partner
 Fogler, Rubinoff LLP
 Lawyers
 77 King Street West
 Suite 3000, P.O. Box 95
 TD Centre North Tower
 Toronto, ON M5K 1G8
 Direct: 416.864.7603
 Main: 416.864.9700
 Toll Free: 1.866.861.9700
 Fax: 416.941.8852
 Email: dlevangie@foglers.com
foglers.com



Proud to be named one of Ontario's Top 10 Regional Firms by Canadian Lawyer magazine 2015-2016

From: Catherine Francis
Sent: Tuesday, April 18, 2017 3:08 PM
To: 'Levangie, David W.' <dlevangie@foglers.com>
Cc: 'Andrea Robertson' <andrearobertson27@yahoo.ca>
Subject: RE: Norris Application

David,

I postponed due to the fact that you advised you would be away until yesterday. However, there is urgency in getting a determination of your client's application. Without this determination, the Receiver cannot agree to any payments from the sale proceeds going to Aimee, which means she will not know whether any funds will be available to her to purchase a new residence.

I suggest that we arrange a 9:30 for Monday April 24th to schedule a hearing date.

I haven't decided definitively if a further Receiver's report will be required. You are already aware of the evidence. I can't see any conceivable basis for your client to seek priority over either the Receiver or the Trustee and it is unclear on what basis your client is claiming against Aimee. So I don't think this will be lengthy or complicated.

Catherine Francis | T: 416.369.4137 | F: 416.864.9223 | www.mindengross.com



MERITAS LAW FIRMS WORLDWIDE

From: Catherine Francis
Sent: Monday, April 24, 2017 5:18 PM
To: 'Levangie, David W.' <dlevangie@foglers.com>
Subject: Compuquest

David,

On further reflection, before we complete an additional report, it would be very helpful if your client could provide the following information:

1. Any additional documents supporting the shipping of product in 2016.
2. Particulars of Norris's relationship with CQ2K Computer Sales Inc. (Phase5 IT Solutions).



CATHERINE FRANCIS

T: [416.369.4137](tel:416.369.4137) **F:** 416.864.9223 www.mindengross.com

145 King St. West, Suite 2200, Toronto, ON M5H 4G2

Save contact details: [Catherine Francis](#)

MERITAS LAW FIRMS WORLDWIDE

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From: Catherine Francis [<mailto:CFrancis@mindengross.com>]
Sent: Monday, May 15, 2017 2:39 PM
To: Levangie, David W. <dlevangie@foglers.com>
Subject: RE: Compuquest

David,

Will you be providing the information requested below? If not, we will go ahead with the report.

Catherine Francis | T: 416.369.4137 | F: 416.864.9223 | www.mindengross.com



MERITAS LAW FIRMS
WORLDWIDE

From: Levangie, David W. [<mailto:dlevangie@foglers.com>]
Sent: Monday, May 15, 2017 5:44 PM
To: Catherine Francis <CFrancis@mindengross.com>
Subject: RE:

Compuquest

Catherine,

We are preparing the documentation for 2016 but it is taking some time.

From: Catherine Francis [mailto:CFrancis@mindengross.com]
Sent: Monday, May 15, 2017 5:44 PM
To: Levangie, David W. <dlevangie@foglers.com>
Subject: RE: Compuquest

Do you have an ETA?

Catherine Francis | T: 416.369.4137 | F: 416.864.9223 | www.mindengross.com



MERITAS LAW FIRMS
WORLDWIDE

From: Levangie, David W. <dlevangie@foglers.com>
Sent: Monday, May 15, 2017 5:46 PM
To: Catherine Francis
Subject: RE: Compuquest

I will have to ask the client. I'll get back to you when I hear back.

From: Levangie, David W. <dlevangie@foglers.com>
Sent: Wednesday, June 07, 2017 2:11 PM
To: Catherine Francis
Subject: Dean Salem
Attachments: 16-02-29 LT-6324 DKT email bid from Gary.pdf; 16-02-29 LT-6324 DKT(1).xlsx

Catherine,

See below and attached answers to your questions from my client.

1. Did Compuquest issue purchase orders to Norris? It appears that both the purchase orders and the sales orders are Norris documents. I don't see any corresponding documents from Compuquest. Compuquest supplied Purchase Orders, sometimes verbally, sometimes electronic files. For the few months of business in early 2016, Gary was under a tremendous amount of stress from both his contentious divorce and from CIBC's actions against him. During this time he may or may not have provided PO's, however, we did supply correspondence between Gary and the freight carriers for all transactions.

2. Was the product shipped directly from the vendor to Compuquest?

On the majority (90%) of transactions, NT would drop ship from their vendor directly to C2K. This was done to save money on freight since most transactions are done on very low profit margin. C2K would normally arranged freight through their own freight companies. Freight companies are regional and therefore offer the best rates and terms to companies in their home region, thus C2K used freight companies in the Toronto area.

3. Most of the bills of lading appear to be from the vendor to Norris's address(es). Are there bills of lading for the shipment to Compuquest? [I only saw one, from Sycamore International Inc. to Compuquest]

The Bills of Lading (BOLs) generated were written as "Blind Shipments". The term "Blind Shipment" is when one or more parties to a shipment don't know who is the shipper, receiver, or both. In other words, they are in "The Blind". This is a very common business practice. In order to ship blind, the shipment must be prepaid and Blind Shipment service requested prior to the freight pickup. Blind Shipments are used to protect confidential client information, ie – a wholesale company does not want to give their customer information to their vendor and risk being cut out of a transaction. C2K also made purchases from NT's inventory.

4. The HP bills of lading include the following: "The driver will take his 1st right towards shipping & receiving upon entering the main entrance. There is a security booth to pass through; they will be directed to a dock. Driver can go in and ask for Ben Polanco or Jamie Perez." Where does this refer to. Are these people at Compuquest or at Norris?

This is instruction to the freight driver for pickup at HP.

5. Are there emails or other documents between Norris and Compuquest describing the product that was being ordered and shipped? The emails do not seem to include this information.

There are emails detailing the product for each of the transactions between Gary and Norris Technologies representatives. They are in the same email account that the receivers and trustees have scoured for documentation presented in the receiver reports to date. These can be supplied, but it will take some time to gather.

6. With respect to the March 11, 2016 entry, the amount shown for the sales order is \$228,000. However, the proof of delivery contains an invoice from Norris to Compuquest in the

amount of \$42,500. Can you explain the discrepancy? Where is the proof that \$228,000 worth of product was shipped to Compuquest?

That was a commercial invoice created by Compuquest for the freight carrier provided by Compuquest. Compuquest provided invoices for freight insurance purposes. This amount would cover whatever was not covered under Compuquests' company freight insurance. See the attached files showing Gary's email and spreadsheet detailing the product he bought on this transaction (this is an email from Gary's account that the receiver has pulled from on numerous occasions for the receiver report).

7. You indicated that you would be redacting information. Did you do so and if so what was redacted?

Nothing was redacted in what was provided. However, we do have more proof that we choose not to provide as it would need to be redacted and shouldn't be necessary for this process.

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Before printing, please consider the environment.

Appendix “26”

Exhibit	Date	NT PO	NT SQ	C2K PO	Sale	Pmt	Balance	PD VIA	Cleared	Description	Shipped	PO	POD	BOL	Email	SO	Payment	Shipping Co.
080	1/12/2016	7995	14015*		77,868.00		#REF!			LT-6193 1,037 DT's								OKIL
081	1/13/2016	STOCK	14024*		59,820.00		#REF!			1,039 DT's NT S-S Stock								
	1/15/2016				273,137.45		#REF!	Amex (Gary) - 3%		Total charge - \$281,585.00								
082	1/15/2016	8006	14035*		153,499.50		#REF!			1,230 DT's - Dell US								
083	1/22/2016	8027	14078*		262,650.00		#REF!			LT-6244, 1,867 DT's								HOLMES FREIGHT LINES
084	1/26/2016	8033	14083*		67,730.00		#REF!			444 mixed PC..\$28500, and 265-6200T..\$135/								
	1/27/2016				250,000.00		#REF!	Wire to Chase NT Op Acct										
085	2/10/2016	8063	14151*		25,920.00		#REF!			324 - HP8100								
086	2/11/2016	8066	14156*		16,560.00		#REF!			170 - Misc Laptop								
	2/17/2016				195,000.00		#REF!	Wire to BB&T NT Op Acct										
	2/17/2016				295,850.00		#REF!	Amex (Gary) - 3%		Total charge - \$305,000.00								
087	2/18/2016	8077	14174*		176,130.00		#REF!			LT-6283 1,553 DT's								Blue Shark
088	2/18/2016	8083	14179*		135,000.00		#REF!			Dell US 1,020 DT's								
089	2/19/2016	8086	14184*		13,845.18		#REF!			77 Dell 7010SFF, i5-3200, 4GB, No HDD, DVD, Win7								
090	2/22/2016	8091	14192*		66,400.00		#REF!			778- PC's - Ati								
091	2/24/2016	8097	14205*		77,000.00		#REF!			2,613 DT Mixed								Boston Creek
092	3/11/2016	8132	14270		228,000.00		#REF!			LT-6324 1,816 DT's								
093	3/22/2016	8165	14302		120,000.00		#REF!			LT-6349 1,420 DT's								ED WIERSMA TRUCKING

	3/22/2016		70,000.00	#REF!	Wire to Comerica NCP acct	
094	3/23/2016	8169	14,847.09	#REF!	C2K Inv 710047 - Memory/CPU's	
	3/25/2016		30,000.00	#REF!	Wire to Chase NT acct	
	4/12/2016		253,000.00	#REF!	Wire to Chase NT acct	

NORRIS TECHNOLOGIES, LLC

2659 Nova Dr.
Dallas, TX 75229**Purchase Order**

Date	P.O. No.
3/11/2016	8132

Vendor
HP Financial Services Attn: Edson Menegon 165 Dascomb Rd. Andover, MA 01810

Ship To
NORRIS TECHNOLOGIES, LLC 2659 Nova Dr Dallas, TX 75229

		Buyer	Terms	Ship Via	FOB	Inv No
		DS	Wire/Bank Transfer	Will Call Freig	ORIGIN	
ITEM	DESCRIPTION	Qty	RATE	AMOUNT		
8131	LT-6324 1816 Used off lease desktops	1	220,210.00	220,210.00		
					Total	\$220,210.00

$\frac{2}{2}$

POUR X TRANSPORTATION INC.

Mar. 11. 2016 2:12PM Boston Creek Transport

No. 6981 P. 1

122772

COMMERCIAL INVOICE		Page No. ____ of ____ Pages	
SUPPLIER/EXPORTER NORRIS TECHNOLOGIES, LLC 350 JD YARNELL IND PKWY CLINTON, TN 37716		DATE 03/10/16	
CONSIGNEE COMPUQUEST2000 1935 SILICONE DRIVE PICKERING ONT L1W 3V7		COMMERCIAL INVOICE NO. 	
NOTIFY PARTY / INTERMEDIATE CONSIGNEE 		CUSTOMER NO. NUMBER 	
		DATE OF EXPORT 	
		COUNTRY OF ORIGIN HONG KONG	
		SHIP / AND NUMBER 	
		FINAL DESTINATION CANADA	
		EXPORT ROUTE / CARRIER 	
		TERMS OF SALE SALE	
		TERMS OF PAYMENT 	
		INCOTERMS: ☒ PREPAID ☐ COLLECT	
		MARKS: 	
		10645001227722	
QUANTITY	DESCRIPTION	HS NUMBER	TOTAL PRICE U.S.D.
1450PCS	DEKTOP COMPUTERS LOT	8471.50	\$42500.00
 21VU PARS 023134 BOSTON CREEK TRANSPORT CROSSING @ FT. ERIE, ONT MAR 11 / 16 4pm			
WE HEREBY CERTIFY THIS INVOICE TO BE TRUE AND CORRECT.		UNIT TOTAL HANDLING FREIGHT INS.	
		TOTAL	\$42500.00
THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES TO: IN ACCORDANCE WITH THE EXPORT REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.			

BILL OF LADING

<u>Shipper:</u> HP Financial Services 165 Dascomb Rd Andover, MA 01810 (978)474-2464 Contact: Jason Green	<u>Consignee:</u> Norris Technologies, LLC 350 JD Yarnell Ind Pkwy Clinton, TN 37716 (214)697-7638 Contact: Dean Salem
---	--

CONTACT FOR QUESTIONS: DEAN SALEM (865)426-9615

BOL #: 031116-01

Carrier: BOSTON CREEK (Truckload)

Freight Information: Computer Parts (class 92.5), 28,934 LBS,
26 pallets – DIMS: 48 X 42 X 48 to 72 (varies).

NOTE: Please load the last 4 pallets sideways to accommodate the full 28 pallets.

Pick-up Numbers: CP-043892, CP-043893, CP-043894

Norris Tech PO #: 8132

The driver will take his 1st right towards shipping & receiving upon entering the main entrance. There is a security booth to pass through; they will be directed to a dock. Driver can go in and ask for Ben Polanco or Jamie Perez. Driver must supply Pick-up numbers. **DOCK HOURS: 9:00AM to 6:00PM**

Driver Signature Date

Shipper Signature Date

Consignee Signature Date

DO NOT STACK

DO NOT TOPLOAD

Dean Salem
Norris Companies
(865)426-9615 Phone
(615)250-7937 Fax

Original Message

From: Gary Bodimeade <garyb@compuquest2000.com>
To: Dean Salem <dean@norris1.com>
Cc:
Date: Fri, 11 Mar 2016 12:28:13 -0500
Subject: **FW: ANDOVER MAS LOAD PICK UP 03/11/16 2PM**

[Quoted text hidden]



16-03-11 BOL HPFS-MA-NT 031116-01.pdf

54K

Laura Blackman
Operations Supervisor Quikx Logistics

p.905-565-2011
f. 905-564-8901
cell#905-301-2182



From: Blackman, Laura
Sent: Friday, March 11, 2016 10:34 AM
To: 'Gary Bodimeade'
Cc: 'Chaminda Malwatta'
Subject: ANDOVER MAS LOAD PICK UP 03/11/16 2PM

[Quoted text hidden]

Gary Bodimeade <garyb@compuquest2000.com>
To: Dean Salem <dean@norris1.com>

Fri, Mar 11, 2016 at 12:28 PM

From: Blackman, Laura [mailto:lblackman@Quikx.com]
Sent: Friday, March 11, 2016 12:12 PM
To: Gary Bodimeade <garyb@compuquest2000.com>
Cc: Chaminda Malwatta <chamindam@compuquest2000.com>
Subject: RE: ANDOVER MAS LOAD PICK UP 03/11/16 2PM

[Quoted text hidden]

Dean Salem <dean@norris1.com>
To: Gary <garyb@compuquest2000.com>
Cc: Laura Blackman <lblackman@quikx.com>

Fri, Mar 11, 2016 at 12:59 PM

Regards,



Gary Bodimeade <garyb@compuquest2000.com>

ANDOVER MAS LOAD PICK UP 03/11/16 2PM

4 messages

Blackman, Laura <lblackman@quikx.com>

Fri, Mar 11, 2016 at 10:34 AM

To: Gary Bodimeade <garyb@compuquest2000.com>

Cc: Chaminda Malwatta <chamindam@compuquest2000.com>

BOSTON CREEK TSPT will pick up this load today 03/11/16 after 2pm

Kindly send me the b/l for pick up and customs docs asap

Kind regards

Laura Blackman

Operations Supervisor Quikx Logistics

p.905-565-2011

f. 905-564-8901

cell#905-301-2182



Blackman, Laura <lblackman@quikx.com>

Fri, Mar 11, 2016 at 12:12 PM

To: Gary Bodimeade <garyb@compuquest2000.com>

Cc: Chaminda Malwatta <chamindam@compuquest2000.com>

Kindly send me the bill of lading for pickup ASAP

REGARDS

BILL OF LADING

<u>Shipper:</u> HP Financial Services 165 Dascomb Rd Andover, MA 01810 (978)474-2464 Contact: Jason Green	<u>Consignee:</u> Norris Technologies, LLC 350 JD Yarnell Ind Pkwy Clinton, TN 37716 (214)697-7638 Contact: Dean Salem
---	--

CONTACT FOR QUESTIONS: DEAN SALEM (865)426-9615

BOL #: 031116-01

Carrier: BOSTON CREEK (Truckload)

Freight Information: Computer Parts (class 92.5), 28,934 LBS,
26 pallets – DIMS: 48 X 42 X 48 to 72 (varies).

NOTE: Please load the last 4 pallets sideways to accommodate the full 28 pallets.

Pick-up Numbers: CP-043892, CP-043893, CP-043894

Norris Tech PO #: 8132

The driver will take his 1st right towards shipping & receiving upon entering the main entrance. There is a security booth to pass through; they will be directed to a dock. Driver can go in and ask for Ben Polanco or Jamie Perez. Driver must supply Pick-up numbers. DOCK HOURS: 9:00AM to 6:00PM

Driver Signature

Date

Shipper Signature

Date

Consignee Signature

Date

DO NOT STACK

DO NOT TOPLOAD

320

NORRIS TECHNOLOGIES, LLC

2659 Nova Dr.
Dallas, TX 75229

Sales Order

Date	S.O. No.
3/11/2016	14270

BILL TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

SHIP TO
COMPUQUEST 2K 1935 Silicone Dr, Pickering, ON L1W3V7

P.O. No.	TERMS	Due Date	Rep	SHIP DATE	SHIP VIA	FOB
	Wire/Bank...	3/11/2016	MS	3/11/2016	Will Call Freig	ORIGIN

ITEM	DESCRIPTION	QUAN	PRICE	TOTAL
8132	LT-6324 1816 Used off lease desktops	1	228,000.00	228,000.00
		Total	\$228,000.00	

Search Results NT Operating Acct (...2007)

Transaction type: All Transactions
Amount range: \$220210 - \$220210

PO 8132

Search Results 1 - 1

Date	Type	Description	Debit	Credit
03/11/2016	Outgoing Wire Transfer	ONLINE WIRE TRANSFER VIA: BK AMER GLOBAL/111000012 A/C: HPFS ANDOVER MA 01810 US REF: ATTN: EDSON MENEGON/BNF/FOR HP FINANCIAL SYSTEMS IMAD: 0311B1QGC04C005908 TRN: 4222900071ES 03/11	\$220,210.00	

Appendix “27”

ROBERTSON, MUNRO

Barristers and Solicitors

304 Toronto Street S., Suite 212
Uxbridge, Ontario L9P 1Y2
Tel: (905) 862-2777
Fax: (905) 862-2391

March 3, 2016

BY FAX: 416-780-0155

Gary A. Stern
Barrister and Solicitor
1938 Avenue Road
Toronto, ON M5M 4A2

Dear Mr. Stern:

Re: Aimee Bodimeade and Gary Bodimeade – Separation

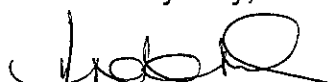
I have reviewed the amended Promissory Note and the Interim Separation Agreement with Aimee, who wishes to make the following changes:

1. The Promissory Note states that the proceeds of sale of the assets will be paid to the line of credit. This is not the agreement of the parties. They have agreed that the proceeds of sale of the King Aire RV will be shared equally between the two of them. Aimee will not agree to the sale of the King Aire if the proceeds are not divided between them equally.
2. The Promissory Note limits the collateral of the home to one million dollars but does not specify that this is from Gary's share of the home, and that Aimee's share of the home will not be used as collateral.
3. Aimee's liability under the Promissory Note shall be limited to the assets specifically listed as collateral in the Promissory Note, and the inventory and assets of Compuquest 2000.
4. Only days after we reached agreement that Don would not enter the matrimonial home, Gary had his girlfriend sleepover in the home. This was very disturbing for the children. Aimee would like the agreement amended to state that neither party's partner will enter the home. She would also like Gary to agree to stop his harassment of Don. He has been contacting Don's ex-girlfriend for information relating to Don and this must cease.

5. With respect to paragraph 3.2 of the Interim Agreement, Aimee agreed to pay for dry cleaning for her and the children only, not for Gary, as his is paid through the company. Likewise, subparagraph (l) refers to the 407 bill for Aimee and Nicholas only, and not for Gary's vehicles. Aimee will agree to pay a portion of the Whitby Hydro but she cannot afford to pay the full bill. The most recent hydro bill was over \$4,000, which is much higher than was anticipated by the parties at the time of the agreement.
6. In paragraph 3.4, Aimee would like to change the period of default to 5 days from four weeks.
7. With respect to the jointly owned assets, Aimee believed that Compuquest 2000 was the owner of the building on Silicone Drive but it is in fact owned by a separate company, 2252709 Ontario Inc. Please provide financial statements for this company, as there are several tenants in the building; as well as documents showing the ownership of this company.

I look forward to hearing from you with respect to the changes to the documents. I will be meeting with Aimee today to sign the promissory note as Gary has advised her that this matter has become urgent.

Yours very truly,



Andrea Robertson

cc. A. Bodimeade

From: Gary Bodimeade <IMCEAEX-R@ca.gt.com>
Sent: Thursday, March 03, 2016 3:11 PM
To: Dean Salem (dean@norris1.com)
Subject: FW: Bodimeade
Attachments: Letter to G Stern March 3, 2016.pdf

Please see attached.

I will call you in a few minutes to discuss

From: Gary A. Stern [mailto:gastern@torlaw.com]
Sent: Thursday, March 3, 2016 2:47 PM
To: 'Gary Bodimeade' <garyb@compuquest2000.com>
Subject: FW: Bodimeade

Although Gary is still in Court, please find forwarded to you a copy of a letter just received from Andrea Robertson.

Karen McKee
Legal Assistant to Gary A. Stern

From: Andrea Robertson [<mailto:andrearobertson27@yahoo.ca>]
Sent: March 3, 2016 2:41 PM
To: Gary A. Stern
Subject: Bodimeade

Correspondence of today's date is attached.

Andrea.

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

Gary Bodimeade

From: Andrea Robertson
Sent: Thursday, March 3, 2016 5:24 PM
To: Gary A. Stern
Cc: Lit'l Sprouts; garyb@compuquest2000.com
Subject: Bodimeade

Gary,

Aimee has signed the Revolving Line of Credit Agreement with a few changes as follows:

1. I have changed the word "his" to "her" in the second paragraph;
2. I have deleted the King Aire from the collateral list because the parties have sold it and have agreed to divide the proceeds equally between them;
3. I changed the currency in the maximum house collateral to one million dollars Canadian rather than US\$;
4. I removed the words "both personally and" from the first line of the fourth paragraph.

Please confirm in writing that the one million dollars leveraged on the home is from Gary's share only and not Aimee's share; and that the proceeds of sale of the King Aire will be divided equally between the parties. I will then forward the signed copy of the RLOC Agreement.

Andrea.

Sent from my iPhone

I CONFIRM THIS ABOVE.



~~RECEIVED~~
MARCH - 3. 16

EXHIBIT No. 9
 ON THE EXAMINATION OF
Gary Bodimeade IN
CIBC V 1299796
 HELD ON February 22, 2017
 NEESON COURT REPORTING INC.

From: Gary Bodimeade <IMCEAEX-R@ca.gt.com>
Sent: Thursday, March 03, 2016 5:25 PM
To: 'Andrea Robertson'
Subject: RE: Bodimeade

I confirm the below information,

Thank you

-----Original Message-----

From: Andrea Robertson [mailto:andrearobertson27@yahoo.ca]
Sent: Thursday, March 3, 2016 5:24 PM
To: Gary A. Stern <gastern@torlaw.com>
Cc: Lit'l Sprouts <sprouts5437@hotmail.com>; garyb@compuquest2000.com
Subject: Bodimeade

Gary,

Aimee has signed the Revolving Line of Credit Agreement with a few changes as follows:

1. I have changed the word "his" to "her" in the second paragraph;
2. I have deleted the King Aire from the collateral list because the parties have sold it and have agreed to divide the proceeds equally between them;
3. I changed the currency in the maximum house collateral to one million dollars Canadian rather than US\$;
4. I removed the words "both personally and" from the first line of the fourth paragraph.

Please confirm in writing that the one million dollars leveraged on the home is from Gary's share only and not Aimee's share; and that the proceeds of sale of the King Aire will be divided equally between the parties. I will then forward the signed copy of the RLOC Agreement.

Andrea.

Sent from my iPhone

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 BORROWERS 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}  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 1935 Silicone Dr, Pickering, ON L1W3V7	55,192.91	3/1/2018	85,000.00	USD	1,985.35	103,000.00
7472 Ashburn Rd, Whitby, ON L1M2E8	3,200,000.00	1/1/2038	3,200,000.00	CD\$	19,600.00	3,900,000.00
	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\$~~ ^{CAN} \$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 BORROWERS 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

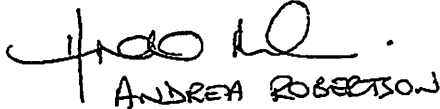


AI-MEE BODIMEADE, BORROWER

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 _____

Sworn to and subscribed before me this _____ day of _____, 20____.

[notary's signature & seal]

My commission expires: _____

Appendix “28”

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.

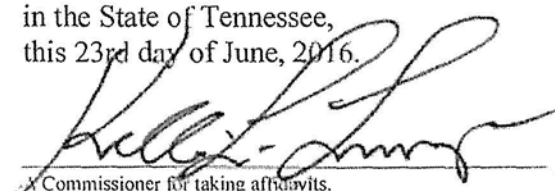
16. I am concerned that Ms. Bodimeade may suffer the same fate, or that Ms. Bodimeade may convey, or refinance the Property despite our written agreement that Norris and I would be secured in 2nd position on the Property.

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



Appendix “29”

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: 

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

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

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

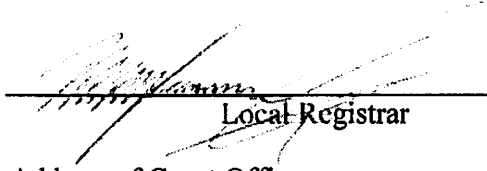
I CERTIFY that in this proceeding an interest in the following land is in question:

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 / 10704
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, Rubloff 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, RUBINOFF 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)

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

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

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.

B E T W E E N

CANADIAN IMPERIAL BANK OF COMMERCE

-and-

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

Applicant

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

MOTION RECORD

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2

Catherine Francis (LSUC# 26900N)
cfrancis@mindengross.com
Tel: 416-369-4137
Fax: 416-864-9223

Lawyers for Receiver, Grant Thornton Limited