

**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

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 *pe and counsel for Dean Salem and Norris Technologies appearing but not opposing this orally* were present, *no one appearing for any other party although duly served as appears* from the affidavit of service of Miranda Spence sworn November 24, 2016, and on *reading the consent of GTL to act as the Receiver, 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

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; *The Ashburn Property shall not be listed 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;

- (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

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 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;*
LIMITATION ON ENVIRONMENTAL LIABILITIES

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.grantthornton.ca/services/reorg/bankruptcy_and_insolvency/compuquest2000'.

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.

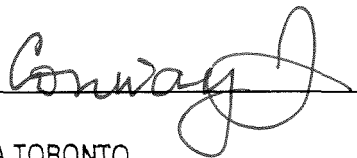
21. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals,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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT TORONTO

RECEIVERSHIP ORDER
(ASHBURN PROPERTY)

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9
Tel: (416) 863-1500
Fax: (416) 863-1515

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

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

Lawyers for Canadian Imperial Bank of Commerce