

CITATION: Bridging Finance Inc., Re, 2019 ONSC 2312
COURT FILE NO.: CV-18-00608978-00CL
DATE: 2019/04/12

SUPERIOR COURT OF JUSTICE – ONTARIO

- COMMERCIAL LIST

RE: IN THE MATTER OF AN APPLICATION UNDER SECTION 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

BRIDGING FINANCE INC., as agent for 2665405 ONTARIO INC.

Applicant

1033803 ONTARIO INC. AND 1087507 ONTARIO LIMITED

Respondents

BEFORE: Hainey J.

COUNSEL: *Scott Bomhof*, for the Applicant KSV Kofman Inc., in its capacity as Receiver of
1033807 Ontario Inc. (operating as Ferra-Con)

Demetrius Yiokaris, for LiUNA Locals 183, 506 and [837]; IUOE Local 793

Brendan Bowles, for Centre Court Construction

Ana L. Simoés, for MTMS and PEB/ABI

HEARD: April 3, 2019

ENDORSEMENT

BACKGROUND

[1] I am satisfied that the attached order authorizing the Receiver to enter into the Agreement re: Bondfield CCAA filing should be granted on the terms of the attached.

[2] For greater clarity, this order is not meant to affect any claims or rights that the unions and their related trust funds and members may have with respect to the Axis Project relating to unpaid wages, including monetary supplementary benefits (as those terms are defined in the *Construction Act*). This includes but is not limited to any trust claims or lien rights under the *Construction Act*, any s. 81.3 to 81.6 BIA claims with respect to 1033803 Ontario Inc. and 1087507 Ontario Limited (collectively “Forma-Con”), any claims against Forma-Con, and any WEPPA claims. To the extent that these are determined to be valid claims, it is the Receiver’s position that they are the responsibility of Zurich pursuant to its bonding commitments. Zurich reserves all of its rights with respect to the position taken by the Receiver.

Date: April 12, 2019


HAINNEY J.