

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

BETWEEN

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

Applicant

-and-

**1033803 ONTARIO INC. and 1087507 ONTARIO LIMITED**

Respondents

**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**

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**MOTION RECORD**  
**(Returnable April 3, 2019)**  
**(Restructuring Agreement Order)**

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Date: April 1, 2019

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Lawyers for KSV Kofman Inc.,  
in its capacity as Court-appointed Receiver

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TAB1

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
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**NOTICE OF MOTION**  
**(Returnable April 3, 2019)**  
**(Restructuring Agreement Order)**

**KSV KOFMAN INC.** (“KSV”), in its capacity as the Court-appointed receiver and manager (KSV, in such capacity, the “**Receiver**”) of: (i) all of the assets, undertakings and properties of 1033803 Ontario Inc. (operating as Forma-Con Construction and Forma Finishing) and 1087507 Ontario Limited; (ii) certain assets of Bondfield Construction Company Limited (“**Bondfield**”) and Bondfield Construction Equipment Ltd; and (iii) the real property known municipally as 131 Saramia Crescent, Vaughan, Ontario, will make a motion to a Judge presiding over the Commercial List at 330 University Avenue, Toronto, Ontario, on April 3, 2019, at 10:00 a.m., or as soon after that time as the motion can be heard.

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

**THE MOTION IS FOR** an order, *inter alia*:

- (a) authorizing the Receiver to enter into the agreement regarding a proposed insolvency filing of Bondfield and certain related entities (collectively, the “**CCAA Applicants**”) under the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the “**CCAA**”), among the CCAA Applicants, Bridging Finance Inc., as agent, Zurich Insurance Company Ltd., Travelers Guarantee Company of Canada and Ernst & Young Inc., in its capacity as proposed monitor of the CCAA Applicants (the “**Proposed Monitor**”), and the Receiver (the “**Agreement Re: Bondfield CCAA Filing**”);
- (b) authorizing the Receiver to enter into a lease agreement in respect of 407 Basaltic Road between Bondfield and the Receiver, substantially on the terms provided for in the Agreement Re: Bondfield CCAA Filing;
- (c) authorizing the Receiver to execute and deliver the Irrevocable Direction (as such term is defined in the Fourth Report of the Receiver dated April 1, 2019 (the “**Fourth Report**”)) and providing that upon execution of such direction, the Receiver shall have no further obligations with respect to the Axis Contract (as such term is defined in the Fourth Report);
- (d) upon the Receiver and the Proposed Monitor agreeing that an asset constituting Other Collateral now constitutes Obsolete Collateral (as such terms are defined in the Agreement re: Bondfield CCAA Filing)), deeming the Appointment Order (as such term is defined below) amended to include such Obsolete Collateral in the Property (as such term is defined in the Appointment Order) over which the Receiver has been appointed, and authorizing the Receiver to dispose of such Obsolete Collateral without further order of this Court, notwithstanding any provision of the Appointment Order; and
- (e) such further and other relief as counsel may request and this Court may deem just, substantially in the form of the draft order included at Tab 3 of the Receiver’s Motion Record.

**THE GROUNDS FOR THE MOTION ARE:**

- (f) On November 19, 2018, this Court granted an order (the “**Appointment Order**”) appointing KSV as Receiver pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, R.S.O. 1990, c. C.43, as amended (the “**CJA**”), and these receivership proceedings are continuing;
- (g) On March 5, 2019, the CCAA Applicants brought an application seeking protection under the CCAA, which application has been adjourned several times in order to provide stakeholders with sufficient time to negotiate an agreement regarding a consensual CCAA filing;
- (h) On March 15, 2019, such an agreement was reached when the parties entered into the Agreement Re: Bondfield CCAA Filing;
- (i) The Receiver believes that the Agreement Re: Bondfield CCAA Filing will achieve the consensual CCAA filing that was the purpose of the adjournments described above and will facilitate the orderly completion of the CCAA Applicants’ proceedings and these receivership proceedings and recommends that this Court authorize the Receiver to enter into such agreement and approve the related relief;
- (j) Pursuant to the Receivership Order, the Receiver brings this motion to request the relief described above, and files the Fourth Report to provide this Court with the background, basis for, and recommendations in respect thereof;
- (k) Section 243(1) of the BIA;
- (l) Section 101 of the CJA;
- (m) The *Rules of Civil Procedure*, including, without limitation, Rules 1.04, 2.03, 3.02, and 37 thereof; and

- (n) Such further and other grounds as counsel may advise and this Court may permit.

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

- (a) The Fourth Report;
- (b) The court materials filed by the CCAA Applicants in the CCAA proceedings; and
- (c) Such further and other evidence as counsel may advise and this Court may permit.

Date: April 1, 2019

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Lawyers for KSV Kofman Inc.,  
in its capacity as Court-appointed Receiver

**TO:** This Court

**AND TO:** The Service List



## Service List

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
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**SERVICE LIST**  
**(Updated to February 25, 2019)**

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**SERVICE LIST**  
**(Unions and PPSA Registrants)**  
**April 1, 2019**

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ACT*, RSC 1985, C. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF BONDFIELD CONSTRUCTION COMPANY  
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Applicant

**1033803 ONTARIO INC. and**  
**1087507 ONTARIO LIMITED**  
Respondents

Court File No. CV-18-608978-00CL

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

Proceedings commenced in Toronto

**NOTICE OF MOTION  
(Returnable April 3, 2019)  
(Restructuring Agreement Order)**

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in its capacity as Court-appointed  
Receiver



TAB2





**Fourth Report of  
KSV Kofman Inc.  
as Receiver and Manager of  
1033803 Ontario Inc. and  
1087507 Ontario Limited and  
Certain Related Other Property**

**April 1, 2019**

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COURT FILE NO: CV-18-608978-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

BRIDGING FINANCE INC. AS AGENT FOR  
2665405 ONTARIO INC

APPLICANT

- AND -

1033803 ONTARIO INC. AND 1087507 ONTARIO LIMITED

RESPONDENTS

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

FOURTH REPORT OF  
KSV KOFMAN INC.  
AS RECEIVER AND MANAGER

APRIL 1, 2019

## 1. Introduction

1. On November 19, 2018, Bridging Finance Inc., as agent (the "Agent") for 2665405 Ontario Inc. (the "Lender"), made an application to the Ontario Superior Court of Justice (Commercial List) (the "Court") for, *inter alia*, the appointment of KSV Kofman Inc. ("KSV") as receiver and manager of:
  - a. all the assets, undertaking and property of 1033803 Ontario Inc., operating as Forma-Con Construction and Forma Finishing ("Forma Con"), including the real property municipally known as 3420 Queen Street East, Brampton and 407 Basaltic Road, Concord (the "Head Office");
  - b. all the assets, undertaking and property of 1087507 Ontario Limited, including the real property municipally known as 4431 Stouffville Road, Stouffville;
  - c. certain assets of Bondfield Construction Company Limited ("BCCL") and Bondfield Construction Equipment Ltd. (the "Forma Con Related Assets"); and
  - d. the real property municipally known as 131 Saramia Crescent, Vaughan (collectively, the "Receivership Property").
2. The Court granted the relief sought by the Agent on the return of the receivership application and KSV was appointed receiver (the "Receiver") at that time.

## 2. The Receivership Agreements

1. On November 19, 2018, in order to facilitate the orderly conduct of the receivership proceedings and the operation of the business not subject to the receivership proceedings:
  - a. the Agent, BCCL, Zurich Insurance Company Ltd. (“Zurich”), the bonding company for the majority of Forma Con’s and BCCL’s bonded projects, entered into the Bondfield Restructuring Agreement (the “Restructuring Agreement”); and
  - b. the Agent and Zurich executed an Intercreditor and Cooperation Agreement (the “ICA”), which is an appendix to the Restructuring Agreement. A copy of the Restructuring Agreement, including the ICA, is attached as Appendix “A”.
2. The ICA deals with, *inter alia*:
  - a. how certain project funds are to be distributed between Zurich and the Agent;
  - b. the rental during the receivership by BCCL of the Head Office and certain equipment used in BCCL’s business which is subject to the Agent’s security or was sold by the Receiver to GF Equipment Corp. (the “Purchaser”), in accordance with an order of the Court dated December 13, 2018 (the “Transaction”); and
  - c. the process to review the accounting for BCCL’s projects, which is to be reviewed by the Receiver and Ernst & Young Inc. (“E&Y”), in its capacity as advisor to Zurich.
3. The Receiver understands that certain conditions to the effectiveness of the ICA have not been satisfied such that it is not in force between the parties thereto. Notwithstanding this, the Receiver has, on a without prejudice basis, leased the Head Office and equipment to BCCL on the terms contemplated by the ICA and the Receiver and E&Y have continued to cooperate as to accounting and other issues related to the ICA.
4. The Transaction closed on December 14, 2018. Under the terms of the Transaction, the Receiver leases certain Forma Con Related Assets from the Purchaser, which the Receiver, in turn, leases to BCCL on the terms contemplated by the ICA.
5. On February 25, 2019, the Receiver was authorized to conduct a sale process for the Head Office.

### 3. The CCAA Proceedings and the CCAA Filing Agreement

1. On March 5, 2019, BCCL, 352021 Ontario Limited, 950504 Ontario Inc., 2433485 Ontario Inc., and 2433486 Ontario Inc. (collectively, the “CCAA Applicants”) brought an application seeking protection under the *Companies’ Creditors Arrangement Act* (the “CCAA”). E&Y is the proposed monitor in the CCAA proceedings (the “Proposed Monitor”). The Agent opposed the CCAA application and indicated it intended to bring a competing receivership application. The CCAA application has been adjourned several times to provide stakeholders time to negotiate an agreement regarding a potential consensual CCAA filing.
2. On March 15, 2019, the CCAA Applicants, the Agent, Zurich, Travelers Guarantee Company of Canada, the Proposed Monitor and the Receiver entered into the Agreement regarding a Bondfield CCAA Filing (the “CCAA Filing Agreement”). The Receiver understands that redacted and unredacted copies of the CCAA Filing Agreement will be filed by the Proposed Monitor in the CCAA Proceedings. The Receiver understands that the Proposed Monitor will also provide the rationale in its report to Court as to why a sealing order is required.
3. A summary of the material provisions of the CCAA Filing Agreement that affect the receivership proceedings is provided below.<sup>1</sup>
  - a. **Reimbursement and Rental Payments:** the CCAA Applicants will continue to reimburse the Receiver for equipment rental on the same financial terms agreed under the ICA, provided that: (i) reconciliations shall be performed on a monthly basis; (ii) amounts payable by the CCAA Applicants for a given month shall be paid within seven days of the date the invoice is issued by the Receiver; and (iii) the CCAA Applicants will provide a \$150,000 deposit to the Receiver to secure their reimbursement and equipment rental obligations under the CCAA Filing Agreement.

Any disputes between the Receiver and the Proposed Monitor regarding the amount payable by the CCAA Applicants to the Receiver for a given month shall be promptly resolved through good faith discussions. In the event such discussions fail to resolve the dispute within ten days from their commencement, either the Receiver or the Proposed Monitor may bring a joint motion in the receivership and the CCAA proceedings to resolve such dispute.

There is presently an amount of \$332,916.87 owing by the CCAA Applicants to the Receiver for the period ending March 10, 2019. This amount is to be paid as a critical vendor payment to the Receiver immediately upon the granting of the Initial Order. Any reimbursement and rental obligations owing by the CCAA Applicants to the Receiver for the period between March 11, 2019 and the date of the Initial Order shall also be payable as a critical vendor payment upon performance of the next reconciliation.

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<sup>1</sup> This section is not a summary of the full CCAA Filing Agreement. It is a summary of those issues that directly affect the receivership proceedings.

- b. **Lease of Forma Con Related Assets to the CCAA Applicants:** the CCAA Applicants will pay the monthly rental rates charged by the Purchaser to the Receiver for the two cranes leased from the Purchaser in the possession of the CCAA Applicants. The CCAA Applicants will pay to dismantle and return these cranes to the Purchaser.
- c. **Obsolete Assets:** the Receiver and Proposed Monitor will determine assets that constitute Obsolete Assets, as that term is defined in paragraph 13(ii) of the CCAA Agreement. The Receiver will liquidate any such Obsolete Collateral in a commercially reasonable fashion. The Receiver does not believe that realizations on these assets will be material
- d. **Head Office:** BCCL, as lessee, and the Receiver, as lessor, will enter a lease in respect of the Head Office (the "Lease"). Financial terms of the lease will be consistent with the ICA. The term of Lease shall expire on March 31, 2020. (As noted above, the Receiver is presently marketing the Head Office for sale pursuant to a Court-approved sale process.). The Receiver believes that entering into the Lease will assist in the sale process for the Head Office by providing certainty around BCCL's occupancy period and otherwise formalizing the terms of its occupation of the Head Office. At the time the Report was issued, the Receiver and the Proposed Monitor had not finalized the Lease. On the return of this motion, the Receiver will provide a copy of the Lease to the Court should it wish to have a copy.
- e. **Release of Claims:** Pursuant to the Initial Order to be granted in the CCAA proceedings, each of the CCAA Applicants, the Proposed Monitor and the creditors of the CCAA Applicants releases any claim to the Receivership Property (including the Obsolete Assets), including any proceeds thereof that have been distributed to the Agent to date. The Receiver believes this is appropriate as the Receiver's counsel, Torys LLP, previously provided the Receiver with an opinion confirming the validity of the Agent's security, subject to the standard assumptions and qualifications. A copy of the opinion can be made available to the Court on its request.
- f. **Axis Project:** the Receiver will deliver an irrevocable direction to the Proposed Monitor directing Church/Wood Residences Limited Partnership, the owner of the Forma Con Axis project (the "Axis Project"), to pay directly to Zurich, the bonding company on the project, all amounts now, or in the future, due or payable to Forma-Con under the project contract. The Receiver believes this to be appropriate as the terms of the ICA entitled Zurich to these funds. Once the direction is delivered to the Monitor, the Receiver shall have no further obligations with respect to the Axis Project in its personal or Court appointed capacity.
- g. **ICA:** will be terminated and with no further force or effect.

#### 4. Conclusion and Recommendation

1. The Receiver believes that the CCAA Filing Agreement will achieve the consensual CCAA filing that was the purpose of the adjournments described above and will facilitate the orderly coordination of the CCAA and receivership proceedings and otherwise facilitate the completion of the receivership proceeding. Accordingly, the Receiver recommends that the Court issue an order authorizing and directing the Receiver to enter into the CCAA Filing Agreement.

\* \* \*

All of which is respectfully submitted,



**KSV KOFMAN INC.,  
SOLELY IN ITS CAPACITY AS RECEIVER AND MANAGER OF  
1033803 ONTARIO INC., 1087507 ONTARIO LIMITED  
AND CERTAIN OTHER PROPERTY  
AND NOT IN ITS PERSONAL CAPACITY**

## **Appendix “A”**



## **BONDFIELD RESTRUCTURING AGREEMENT**

Date: November 19, 2018

1. **Parties:** (i) Bridging Finance Inc., as agent under the Credit Agreement (“**Bridging**”); (ii) Bondfield Construction Company Limited (“**BCCL**”), 1033803 Ontario Inc. (“**Forma-Con**”) and all other Obligors (excluding John Aquino and 2032686 Ontario Limited) (with BCCL and Forma-Con, collectively “**Bondfield**”) as defined in that certain credit letter agreement between BCCL and Bridging dated July 24, 2017 (as amended, the “**Credit Agreement**”); and (iii) Zurich Insurance Company Ltd. (“**Zurich**” and with Bridging and Bondfield, the “**Parties**”).
2. The Parties agree as follows:
  - a. **Consent to Receiverships:** The Parties consent to Bridging’s receivership application appointing KSV Kofman Inc. (the “**Receiver**”) receiver of: (i) all of the property of Forma-Con; (ii) all of the property of 1087507 Ontario Limited; (iii) the property municipally known as 131 Saramia Crescent, Vaughan, Ontario; and (iv) the specific assets of BCCL and Bondfield Construction Equipment Limited that are utilized in connection with Forma-Con’s business as specified on Schedule “A” hereto (the “**Forma-Con Related Assets**”), all on the terms contemplated by the receivership order attached hereto as Schedule “B” (the “**Receivership Order**”).
  - b. **Marketable Securities:** Bondfield shall immediately instruct BMO Nesbitt Burns and Connor, Clark & Lunn Private Capital Ltd. to liquidate the investments in BCCL’s investment accounts maintained by such firms and to immediately pay to Bridging all proceeds of such investments. All Parties agree to support and take any necessary steps required of them in connection with the foregoing and to direct the proceeds thereof to Bridging.
  - c. **Forma-Con Sale Process Cooperation:** All Parties agree to support and take any necessary steps as reasonably required or requested of them by the Receiver or Bridging to pursue and timely close a sale by the Receiver of certain contracts and other assets of Forma-Con together with the Forma-Con Related Assets. All proceeds of such transaction will be paid to the Receiver.
3. Upon: (i) the Receivership Order being granted; and (ii) the Marketable Securities being liquidated and the proceeds thereof received by Bridging, the Intercreditor Agreement attached hereto as Schedule “C” hereto shall be immediately effective and binding on the parties thereto. In connection therewith, each of Bridging and Zurich have delivered signature pages for the Intercreditor Agreement to one another in escrow, which signature pages shall be deemed to be released from escrow upon the conditions specified in the foregoing (i) and (ii) being satisfied. Bondfield consents to the Intercreditor Agreement and agrees to take any and all actions required of it under the Intercreditor Agreement.

4. If either of Zurich or Bondfield breaches any term of this agreement or any step is taken by Bondfield or Zurich to commence an application or proceeding under the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act* or any other filing for protection or relief from creditors, Bridging shall be entitled to have its receivership application heard immediately and neither Zurich nor Bondfield shall oppose the immediate scheduling of such application.
5. If Bridging breaches any term of this agreement the obligations imposed on Zurich and Bondfield as set out in paragraph 2 hereof shall be of no force and effect.
6. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the Ontario Superior Court of Justice (Commercial List) with respect to any and all disputes arising out of or in connection with this agreement. This agreement shall be interpreted, construed, and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
7. This agreement together with the Intercreditor Agreement constitutes the entire agreement among the Parties and supersedes all prior or contemporaneous written or oral communications, understandings, and agreements with respect to the subject matter hereof. This agreement cannot be amended except by a writing signed by each of the Parties.
8. This Agreement may be executed in counterparts, each of which shall be an original, and such counterparts shall be construed together as one instrument. The signature of any of the Parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

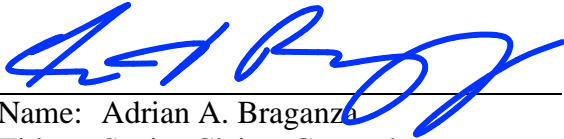
**[SIGNATURE PAGES IMMEDIATELY FOLLOW]**

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

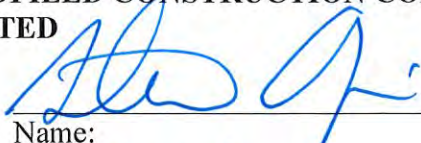
**BRIDGING FINANCE INC., as agent under  
the Credit Agreement**

Per:   
Name: NATASHA SHARPE  
Title: CEO

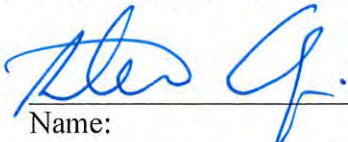
**ZURICH INSURANCE COMPANY LTD.**

Per:   
Name: Adrian A. Braganza  
Title: Senior Claims Counsel


**BONDFIELD CONSTRUCTION COMPANY LIMITED**

Per:   
Name:  
Title: *PRESIDENT*

**1033803 ONTARIO INC.**

Per:   
Name:  
Title: *SECRETARY, TREASURER*

**BONDFIELD CONSTRUCTION EQUIPMENT LTD.**

Per:   
Name:  
Title: *VICE PRESIDENT*


**1087507 ONTARIO LIMITED**

Per:   
Name:  
Title: *PRESIDENT*

**1291546 ONTARIO INC.**

Per:   
Name:  
Title: *PRESIDENT*

**1291547 ONTARIO INC.**

Per:   
Name:  
Title: *PRESIDENT*


**352021 ONTARIO LIMITED**

Per:   
Name: \_\_\_\_\_  
Title: *PRESIDENT*


**2032686 ONTARIO LIMITED**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BONDFIELD GROUP INC.**

Per:   
Name: \_\_\_\_\_  
Title: *PRESIDENT*

**834076 ONTARIO INC.**

Per:   
Name: \_\_\_\_\_  
Title: *PRESIDENT*

**950504 ONTARIO INC.**

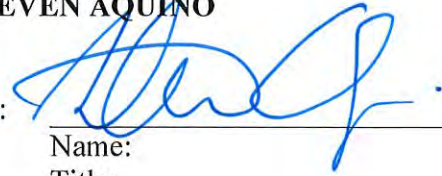
Per:   
Name: \_\_\_\_\_  
Title: *PRESIDENT*

**RALPH AQUINO**

Per:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STEVEN AQUINO**

Per:



Name:

Title:

6881163

**SCHEDULE "A"**

**FORMA-CON RELATED ASSETS**

**[ATTACHED]**



Forma - Con Construction, Crane location log Sep. 10, 2018

MAKE	MODEL	YEAR	SERIAL #	CURRENT LOCATION
Comedil	CTL180-A Luffar	2006	SN-G8706022	WATERWORKS
Comedil	CTL180-A Luffar	2006	SN-G8706030	MASSEY TOWER
Comedil	CTL180-A Luffar	2005	SN-G8705041	CITY LIGHTS
Comedil	CTL180-A Luffar	2007	SN-G8707026	CITY LIGHTS
Comedil	CTL180-A Luffar	2007	SN-G8707050	AXIS CONDO
Comedil	CTL250-A Luffar	2005	SN-G1005004	YC CONDO
Comedil	CTL250-A Luffar	2006	SN-G1006005	21 AVENUE ROAD
Comedil	CTT 331-16-m	2005	SN-G5905001	DTEM C&D
Comedil	CTT 331-16-m	2005	SN-G5905025	WATERLOO SLC-PAC
Comedil	CTT 331-16-m	2005	SN-G5905049	YARD
Comedil	CTT 331-16-m	2005	SN-G5905031	Mills Square
Pecco	PC 1600		SN-0710	EAST UNFED
Pecco	PC 1600/2000	1976	SN-0603	VANGUARD
Pecco	PC 2000		SN-0907	YARD
Pecco	PC 2000		SN-1103	YARD
Pecco	PC 3000		SN-0107	BLUEDIAMOND
Pecco	PC 3600	1980	SN-304	Yard
Peiner	SK-200	1981	SN-0803	YARD
Peiner	SK-140		SN-0515	YARD
Peiner	SK-315	2004	SN-25125	YARD
Peiner	SK-315	2004	SN-25127	RENTED
Peiner	SK-315	1999	SN-105	YARD
Peiner	SK-315	2005	SN-25148	St Josephs Morrow
Peiner	SK-315	2000	SN-050	YARD
Peiner	SK-415	2004	SN-26078	YARD
Peiner	SN 166 Luffing	1999	SN-006	571 Prince Edward
Pofain	MR405 Luffing	1999	SN-87069	WATERWORKS
Manitowoc	8000 - CRAWLER	2007	SN-8501037	VISTA CONDO
Manitowoc	8000 - CRAWLER	2011	SN-8501202	ST JOSEPH MORROW
Grove	RT540E MOBILE	2011	SN-231527	ST JOSEPH MORROW
Grove	RT540E MOBILE	2011	SN-227154	Masseys Hall
Grove	RT745 TON		SN-70173	Yard
ashan	QUY88A	2007	SN-1126	Yard

3X Cranes  
32

Sold

BONDHOLDERS DISTRIBUTION COMPANY LIMITED

2013-2014 SCHEDULE OF GRANTS

Line	Bondholder Company	Year	Grant	Amount	Location	Project / Activity	Beneficiary
001	Bondholder Construction Co. Ltd.	2007	Grant (Mobile)	1000	Wentworth College Park	Mobile phone for staff	Wentworth College Park
002	Bondholder Construction Co. Ltd.	2007	Grant (Mobile)	1000	Wentworth College Park	Mobile phone for staff	Wentworth College Park
003	Bondholder Construction Co. Ltd.	2007	Grant (Mobile)	1000	Wentworth College Park	Mobile phone for staff	Wentworth College Park
004	Bondholder Construction Co. Ltd.	2007	Grant (Mobile)	1000	Wentworth College Park	Mobile phone for staff	Wentworth College Park
005	Bondholder Construction Co. Ltd.	2007	Grant (Mobile)	1000	Wentworth College Park	Mobile phone for staff	Wentworth College Park
006	Bondholder Construction Co. Ltd.	2007	Grant (Mobile)	1000	Wentworth College Park	Mobile phone for staff	Wentworth College Park
007	Bondholder Construction Co. Ltd.	2007	Grant (Mobile)	1000	Wentworth College Park	Mobile phone for staff	Wentworth College Park
008	Bondholder Construction Co. Ltd.	2007	Grant (Mobile)	1000	Wentworth College Park	Mobile phone for staff	Wentworth College Park
009	Bondholder Construction Co. Ltd.	2007	Grant (Mobile)	1000	Wentworth College Park	Mobile phone for staff	Wentworth College Park
010	Bondholder Construction Co. Ltd.	2007	Grant (Mobile)	1000	Wentworth College Park	Mobile phone for staff	Wentworth College Park

BONDHOLDERS DISTRIBUTION COMPANY LIMITED  
 2013-2014 SCHEDULE OF GRANTS

UNIVERSITY OF WENTWORTH  
 1000 WENTWORTH COLLEGE PARK

REPUBLICAN UNIVERSITY OF COMPANY LIMITED

2018-2019 GENERAL LEDGER

Account Name	Year	Ref	Value / Detail	Serial Number	Additional Info / Notes	Serial Date	Change	Serial Date	Change	Serial Date	Change
11 Bonded Construction Co Ltd	2009	188	...	...	...	23-01-12		23-01-12		23-01-12	
12 Bonded Construction Co Ltd	2009	189	...	...	...	23-01-12		23-01-12		23-01-12	
13 Bonded Construction Co Ltd	2009	190	...	...	...	23-01-12		23-01-12		23-01-12	
14 Bonded Construction Co Ltd	2009	191	...	...	...	23-01-12		23-01-12		23-01-12	
15 Bonded Construction Co Ltd	2009	192	...	...	...	23-01-12		23-01-12		23-01-12	
16 Bonded Construction Co Ltd	2009	193	...	...	...	23-01-12		23-01-12		23-01-12	
17 Bonded Construction Co Ltd	2009	194	...	...	...	23-01-12		23-01-12		23-01-12	
18 Bonded Construction Co Ltd	2009	195	...	...	...	23-01-12		23-01-12		23-01-12	
19 Bonded Construction Co Ltd	2009	196	...	...	...	23-01-12		23-01-12		23-01-12	
20 Bonded Construction Co Ltd	2009	197	...	...	...	23-01-12		23-01-12		23-01-12	
21 Bonded Construction Co Ltd	2009	198	...	...	...	23-01-12		23-01-12		23-01-12	
22 Bonded Construction Co Ltd	2009	199	...	...	...	23-01-12		23-01-12		23-01-12	
23 Bonded Construction Co Ltd	2009	200	...	...	...	23-01-12		23-01-12		23-01-12	
24 Bonded Construction Co Ltd	2009	201	...	...	...	23-01-12		23-01-12		23-01-12	

REPUBLICAN UNIVERSITY OF COMPANY LIMITED

2018-2019 GENERAL LEDGER

BOHRIEELS CONSTRUCTION COMPANY LIMITED  
2010-2011 STATEMENT OF CHANGES

Sl. No.	Particulars	Year	Particulars	Year	Particulars	Year	Particulars	Year	Particulars	Year	Particulars	Year	Particulars	Year	Particulars	Year	Particulars	Year	
24	Bohriels Construction Co. Ltd.	2007	Share (Trade)	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000
25	Bohriels Construction Co. Ltd.	2007	Share (Trade)	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000
26	Bohriels Construction Co. Ltd.	2007	Share (Trade)	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000
27	Bohriels Construction Co. Ltd.	2007	Share (Trade)	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000
28	Bohriels Construction Co. Ltd.	2007	Share (Trade)	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000
29	Bohriels Construction Co. Ltd.	2007	Share (Trade)	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000

BONDFIELD CONSTRUCTION COMPANY LIMITED  
407 BASALTIC ROAD  
CONCORD, ONTARIO, CANADA

**Department Evaluation Summary**

Effective Date: July 23, 2018

Departments:
Cranes - Basaltic Yard
Cranes - Off Site
Concrete Forming & Shoring Equipment



407 BASALTIC ROAD  
 CONCORD, ONTARIO, CANADA

Description	
Crane, Basaltic Yard Item #1	Comedil Model CTL-180-A 16-Ton Luffing Tower Crane, S/N G8706022, (2006); 55 Meter Radius, 92.5 Meter Under Hook; with (9) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #2	Comedil Model CTT 331-16-M 16-Ton Tower Crane, S/N G5906031, (2006); 75 Meter Radius, 92.5 Meter Under Hook; with (12) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #3	Comedil Model CTT 331-16-M 16-Ton Tower Crane, S/N G5906049, (2006); 75 Meter Radius, 92.5 Meter Under Hook; with (12) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #4	Pecco Model PC-2000 22,000-Lb. Tower Crane, S/N 1103; 50 Meter Radius, 48 Meter Under Hook; with (7) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #5	Peiner Model SK-200 6.25-Ton Tower Crane, S/N 0803, (1981); 55 Meter Radius, 48 Meter Under Hook; with (11) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #6	Peiner Model SK-140 6.25-Ton Tower Crane, S/N 0515; 55 Meter Radius, 48 Meter Under Hook; with (6) Tower Sections; (3) Outer Sections; and Apex Jib Section
Item #7	Peiner Model SK-315 16-Ton Tower Crane, S/N 25125, (2004); 70 Meter Radius, 72 Meter Under Hook; with (11) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #8	Peiner Model SK-315 16-Ton Tower Crane, S/N 105, (1999); 70 Meter Radius, 72 Meter Under Hook; with (11) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams

COMPANY NAME: Bondfield Construction Company Limited  
 EFFECTIVE DATE: July 28, 2019  
 REPORT DATE: August 10, 2019  
 JOB NUMBER: 808920



Description	Item #9	Palmer Model SK-315 16-Ton Tower Crane, S/N 060, (2000); 70 Meter Radius, 72 Meter Under Hook; with (11) Tower Sections; Apex & Jlb Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #10	Qty(1)	Palmer Model SK-415 20-Ton Tower Crane, S/N 26078, (2004); 75 Meter Radius, 65 Meter Under Hook; with (11) Tower Sections, (5) Top Sections; Apex & Jlb Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #11	Qty(1)	Grove Model RT745-45-Ton Wheel Rough Terrain Crane, S/N 70173, (1988); with Outriggers; (New Engine 2016)
Item #12	Qty(1)	Lot of Miscellaneous and Large Quantity of Tower Crane Parts and Components, To Include But Not Limited To; Beams; Adaptors; Brackets; Panels; Corner Units; Braces; Frames; Jacks; Extensions; Screws; Bases; Decks; Racks; Clips; Tube; Planks; Stairways; Hooks; Baskets; etc.
<b>TOTAL CRANES (BASEL TO YARD)</b>		
<b>Cranes, Offsite</b>		
Item #13	Qty(1)	Comedil Model CTL180-A 16-Ton Luffing Tower Crane, S/N G8706030, (2006); 55 Meter Radius, 92.5 Meter Under Hook; with (9) Tower Sections; Apex & Jlb Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected) (Asset Documentation in Photograph Section)
Item #14	Qty(1)	Comedil Model CTL180-A 16-Ton Luffing Tower Crane, S/N G8706011, (2006); 55 Meter Radius, 92.5 Meter Under Hook; with (9) Tower Sections; Apex & Jlb Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #15	Qty(1)	Comedil Model CTL180-A 16-Ton Luffing Tower Crane, S/N G8707026, (2007); 55 Meter Radius, 92.5 Meter Under Hook; with (9) Tower Sections; Apex & Jlb Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)



BONDFIELD CONSTRUCTION COMPANY LIMITED  
 JOB NUMBER: 306236

IV. MACHINERY & EQUIPMENT LISTING  
 CONCORD, ONTARIO, CANADA

Item #	Description
Item #16 Qty: (1)	Comedil Model CTL180-A 16-Ton Luffing Tower Crane, S/N G8707060, (2007); 55 Meter Radius, 92.5 Meter Under Hook; with (9) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #17 Qty: (1)	Comedil Model CTL250-A 16-Ton Luffing Tower Crane, S/N G1006004, (2005); 55 Meter Radius, 92.5 Meter Under Hook; with (10) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #18 Qty: (1)	Comedil Model CTL250-A 16-Ton Luffing Tower Crane, S/N G1006005, (2006); 55 Meter Radius; 92.5 Meter Under Hook; with (10) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #19 Qty: (1)	Comedil Model CTT 331-18-M 16-Ton Tower Crane, S/N G5906001, (2005); 75 Meter Radius, 92.5 Meter Under Hook; with (12) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #20 Qty: (1)	Comedil Model CTT 331-16-M 16-Ton Tower Crane, S/N G5905025, (2005); 75 Meter Radius, 92.5 Meter Under Hook; with (12) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #21 Qty: (1)	Pecco Model PC-1600 22,000-Lb. Tower Crane, S/N 0710; 50 Meter Radius, 48 Meter Under Hook; with (7) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #22 Qty: (1)	Pecco Model PC-1600/2000 (Hybrid) 22,000-Lb. Tower Crane, S/N 0603, (1976); 50 Meter Radius, 48 Meter Under Hook; with (7) Tower Sections; Apex & (4) Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #23 Qty: (1)	Pecco Model PC-2000 22,000-Lb. Tower Crane, S/N 0907; 50 Meter Radius, 48 Meter Under Hook; with (7) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #24 Qty: (1)	Pecco Model PC-3600 28,000-Lb. Tower Crane, S/N 304, (1980); 60 Meter Radius, 35 Meter Under Hook; with (7) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)

COMPANY NAME: Bondfield Construction Company Limited  
 EFFECTIVE DATE: July 28, 2018  
 REPORT DATE: August 10, 2018  
 JOB NUMBER: 306236





Item #	Description
Item #25 Qty(1)	Pecco Model PC-3000 22,000-Lb. Tower Crane, S/N 0107/109; 55 Meter Radius, 42 Meter Under Hook; with (6) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #26 Qty(1)	Pelner Model SK-315 16-Ton Tower Crane, S/N 25127, (2004); 70 Meter Radius, 72 Meter Under Hook; with (11) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #27 Qty(1)	Pelner Model SK-315 16-Ton Tower Crane, S/N 25148, (2006); 70 Meter Radius, 72 Meter Under Hook; with (11) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #28 Qty(1)	Pelner Model SN168 12-Ton Luffing Tower Crane, S/N 006, (1999); 50 Meter Radius, 98 Meter Under Hook; with (4) Single, (1) Double Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #29 Qty(1)	Potain Model MR405 24-Ton Luffing Tower Crane, S/N 87089-M, (1999); 60 Meter Radius, 125 Meter Under Hook; with (11) Tower Sections; Heel & Jib Sections; Heated/AC Enclosed Operator's Cab, (Broken Window); Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #30 Qty(1)	Manitowoc Model 8000 80-Ton Crawler Crane, S/N 8501037, (2007); (Not Inspected)
Item #31 Qty(1)	Manitowoc Model 8000 80-Ton Crawler Crane, S/N 8501202, (2011); with Proface Touch Screen Monitor; Counter Weights; Model J60024RTC Hook, S/N 11-7238, 60-Ton Load, 7/8" Rope, 54.41 MT; and 160' Main Lattice Boom; (Not Inspected) (Asset Documentation In Photograph Section)
Item #32 Qty(1)	Grove Model RT540E 40-Ton Rough Terrain Crane, S/N 231527, (2011); with 4-Section 102' Main Telescopic Boom; and 45' Swing Away Jib, with Stinger; (Not Inspected) (Asset Documentation In Photograph Section)
Item #33 Qty(1)	Grove Model RT540E 40-Ton Rough Terrain Crane, S/N 227154, (2011); 12,559 Hours Indicated; with 4-Section 102' Main Telescopic Boom; and 45' Swing Away Jib, with Stinger

Description
Item #34
Qty(1) Fushun Yongmao Model QUY80A 80-Ton Crawler Crane, S/N 4126, (2007); with LSI Load System Monitor
Item #35
Qty(1) Grove Model RT86S 35-Ton Rough Terrain Crane, S/N 33378, (1976); 1,683.9 Hours Indicated; with 4-Section Telescopic Boom; (Not Inspected) (Asset Documentation in Photograph Section)
Concrete Forming & Shoring Equipment
Item #36
Qty(1) Lot of Concrete Forming & Shoring Rental Equipment; (Note: Based On Information Supplied By The Company; Complete Detailed List Located In Appendix)



QTY	Year Make & Model or Equipment Description
20	2014 Ford F150 XLT Pickup truck
1	2013 Kenworth T800B Boom Truck with 30 Tonne Manitex Crane
1	2015 Kenworth T880B Roll-Off Truck
4	Roll-Off Deck for 2015 Kenworth T880B Roll-Off Truck
1	2006 Kenworth T800 Roll-Off truck
4	Roll-Off Deck for 2006 Kenworth Roll-Off
1	2012 Milano 32 Ft Trailer (Accompanies 2013 Kenworth Boom Truck)
1	2015 JC 34 Ft Trailer (Accompanies 2015 Kenworth T880 Roll-Off)
2	2015 Doosan C185 Diesel Compressor
3	2012 Cat 100 KW Diesel Generator
1	2010 Cat TH360B 10,000 lb Capacity Telehandler
1	2016 Putzmeister Thom-Katt TK60HP Shotcrete Pump-Trailer Mounted
15	Knaack Job Box 4830 complete with tools : skillsaws, rotary hammers, extension cords, impact guns , hand tools *(ALL USED)
5	20 Ft Storage Container
4	Mobile Office Trailer 8' x 16'

1	Schwing SP500 Concrete Pump Trailer Mounted
40	Used Concrete Buckets
4	Used Office furniture, filing cabinets, digitizer, computers
	Peri Mp480 Aluminum Multiprops for forming
	Peri MP350 Aluminum Multiprops for forming
	Peri Panels and Accessories for forming Value including Multiprops

① OK

# Schedule C

BONDFIELD CUSTOMER OWNED  
Material List at Current List Price  
Sep 6 2018

txIDMatNumber	txIDMatDescription	Quantity
SR10493	ALUMA ALUPROP TOP PLATE ADAPTER	260
SR11	BEAM ALUMA 18FT (5.49M)	2781
SR118	SOCKET POST ALUMINUM	200
SR12	BEAM ALUMA 16ft (4.88M)	3279
SR122	STRONGBACK CHANNEL 55K 2.59M 8FT16	120
SR123	STRONGBACK CHANNEL 55K 3.81M 12FT16	430
SR124	STRONGBACK CHANNEL 55K 4.88M 16FT	18
SR127	CHANNEL SPLICE STEEL	300
SR128	BAR STRONGBACK SPLICE	300
SR130	PLATE TIE (JK)	1600
SR131	BRACKET BOLTED CATWALK	200
SR136	SHOE STRONGBACK	200
SR14	BEAM ALUMA 14FT (4.27M)	4516
SR144	LOG WALL LIFTING ASSEMBLY	200
SR15	BEAM ALUMA 10FT 6IN (3.2M)	2035
SR16	BEAM ALUMA 12FT (3.66M)	3195
SR168	CHANNEL STRONGBACK 55K 9.83FT(3M)	400
SR17	BEAM ALUMA 21FT (6.40M)	3106
SR1861094	ORMA WALKWAY BRACKET	31
SR1870029	BEAM CC 2.32	1400
SR1870031	BEAM CC 1.57	660
SR1870040	TRANSVERSAL CC TE 0.75	200
SR1870045	TRANSVERSAL CC TR 1.5	712
SR1870050	TRANSVERSAL CC TR 0.75	220
SR1870080	HEAD CC FD	84
SR1870090	PANEL CC 1.5x0.75	3150
SR1870095	PANEL CC 0.75x0.75	185
SR1870105	BEAM CC W 1.5	272
SR1870150	BEAM CC W 0.75	136
SR1870165	PANEL CC 1.5x0.375	134
SR1870400	TRANSVERSAL CC TE 1.5 ALU	1521
SR1870405	TRANSVERSAL CC TE .75 ALUM	78
SR1870440	DROPHEAD SH	1446
SR1870464	EDGE BEAM 2.32	100
SR1870465	EDGE BEAM 1.57	50
SR1870500	UNIVERSAL HEAD CC (NEW STYLE)	120
SR1870516	SH-PLY HEAD	937
SR1900002	PANEL 2.7x2.4(6.48m2)	10
SR1900005	PANEL 2.7x1.2(3.24m2)	10
SR1900008	PANEL 2.7x0.9(2.43m2)	10
SR1900011	PANEL 2.7x0.6(1.62m2)	5
SR1900020	PANEL 2.7x0.45(1.21m2)	5
SR1900029	PANEL 2.7x0.3(0.81m2)	5
SR1900032	PANEL 1.2x1.2(1.44m2)	16
SR1900035	PANEL 1.2x0.9(1.08m2)	10
SR1900038	PANEL 1.2x0.6(0.72m2)	16
SR1900047	PANEL 1.2x0.45(0.54m2)	8
SR1900056	PANEL 1.2x0.3(0.36m2)	10
SR1900089	ORMA INSIDE CORNER 2.7	8
SR1900119	HEAD 60	60

2) OK

SR1900123	PUSH-PULL PROP 2.4-3.5	60
SR1900134	PUSH-PULL PROP 1.1-1.7	60
SR1900144	PUSH PULL PROP SHOE	60
SR1900178	ORMA CLAMP	600
SR1900179	ORMA LIFTING HOOK	16
SR1900193	ORMA WALER D.9	90
SR1900247	COMPENSATION TUBE 1,2 (0.06 m2)	16
SR1900445	ORMA WALER 1,55	58
SR1900448	WALER HOOK	260
SR1900532	ORMA OUTSIDE CORNER 2,7	8
SR1900568	PUSH-PULL PROP 3.3-4.8	38
SR1900527	PANEL 3.3x2.4(7.92m2)	40
SR1900528	PANEL 3.3x1.2(3.96m2)	20
SR1900529	PANEL 3.3x0.9(2.97m2)	40
SR1900526	PANEL 3.3x0.75(2.475m2)	25
SR1900529	PANEL 3.3x0.6(1.98m2)	30
SR1900522	PANEL 3.3x0.45(1.485m2)	20
SR1900526	PANEL 3.3x0.3(0.99m2)	20
SR1900527	ORMA INSIDE CORNER 3.3 (1.98m2)	8
SR1900523	ORMA OUTSIDE CORNER 3.3	16
SR1900460	COMPENSATION TUBE 3.3	16
SR1900730	ORMA LIFTING BRACKET/CHAIN	2
SR1900770	N-ORMA RETRACTABLE CORNER 3.3	40
SR1900771	N-ORMA RETRACTABLE CORNER 2.7	8
SR1900772	N-ORMA RETRACTABLE CORNER 1.2	32
SR2049	BASKET WIRE W-GATE	1
SR2050	RACK LARGE 3 X 6	3
SR2054	RACK SMALL 3 X 3	11
SR215	FRAME ALUMA 6x6 18kip Nom/Leg ASM	920
SR216	FRAME ALUMA 6X5 18KIP NOM/LEG ASM	1010
SR2186	BRACE 3H 4H X 7H SR	1600
SR2200	BRACE 5W X 4H	3000
SR2203	BRACE 4W X 4H	2150
SR2205	BRACE 4W X 2H	375
SR221003	DOUBLE VR HEAD (TWO WAY)	260
SR2242	BRACE COMBINATION 7X4 7X2	1000
SR2213	BRACE 6W X 2H	475
SR2220010	ALUPROP 1.55-2.8	2120
SR2220020	ALUPROP 2.2-3.7	2113
SR2220030	ALUPROP 3.3-4.8	1000
SR2220090	UNIVERSAL TRIPOD CG4	33
SR2220120	BRACE FRAME 2.32m	652
SR2220125	BRACE FRAME 1.5m	636
SR2220130	BRACE FRAME 1.57m	228
SR2220140	BRACE FRAME 0.75m	208
SR239	J HEAD 5' X 3'	12400
SR245	FRAME ALUMA ASSEMBLED 6X8	195
SR257	FRAME ALUMACS 4x4 10kip Nom/Leg	2274
SR258	FRAME ALUMACS 4x6 10kip Nom/Leg	2956
SR259	FRAME ALUMACS 4x8 10kip Nom/Leg	1652
SR261	CONNECTOR INTERFRAME ALUMACS	5000
SR265	PLATE BASE	10000
SR337	TRUSS JACK 12-18 MOD MKII	600
SR352	TRUSS EXTENSION LEG INNER 6FT	600
SR369	TRUSS CROSS BRACE 7H (2.13M)	180

*New*

SR370	TRUSS CROSS BRACE 10ft (3.04M)	250	\$	105.00	\$	26,250.00
SR3991	RIVET	3388	\$	2.00	\$	6,776.00
SR4045	PIN HITCH	3388	\$	0.25	\$	847.00
SR4354	TRUSS JACK RETAINER	600	\$	6.00	\$	3,600.00
SR513	SCREWJACK UNIV, ALUMA FRAME	3000	\$	60.00	\$	180,000.00
SR5160	J HEAD FOR 1M JACK	60	\$	25.00	\$	1,500.00
SR521	SCREWJACK UNIV, ALUMACS FRAME	21364	\$	70.00	\$	1,495,480.00
SR60	ALUM DROPHEAD BEAM 10'6"(3.20M)	11	\$	262.00	\$	2,882.00
SR6161	HEAVY DUTY GALV. SHORE 6'6" TO 11'	6885	\$	155.00	\$	1,067,175.00
SR62	BEAM ALUMA 10FT (3.04M)	1200	\$	160.00	\$	192,000.00
SR6406	POST SHORE EXTENSION 2'	1064	\$	50.00	\$	53,200.00
SR7436	SCREWJACK 1M W/HANDLE MKII ASS'Y	188	\$	80.00	\$	15,040.00
SR7551	PLATE BASE FOR 1M SCREW	128	\$	16.00	\$	2,048.00
SR85	BEAM ALUMA 9FT (2.75M)	1812	\$	144.00	\$	260,928.00
SR9310	TRUSS W OUTER 30ft (9.14M) #6E	200	\$	3,098.00	\$	619,600.00
SR9317	ALUMA DEK RACK	1	\$	472.00	\$	472.00
SR9361	4'X5' ALUMACS FRAME	1000	\$	319.00	\$	319,000.00
SR9466	1M BASEPLATE SCREWJACK MARK II ASS'Y	2782	\$	118.00	\$	328,276.00
SR9467	1M JHEAD SCREWJACK MARK II ASS'Y	2850	\$	119.00	\$	339,150.00
SRALT16	16' ALUMINUM TUBE	8	\$	78.30	\$	626.40
SRALT4	4' ALUMINUM TUBE	185	\$	19.60	\$	3,626.00
SRB104	CROSS BRACE 10X4	1800	\$	42.80	\$	77,040.00
SRBCSSV	BEAM CLIP SCAF SPEC V C/W BT	11	\$	6.50	\$	71.50
SRBP1	BASE PLATE (FIXED)	18	\$	16.20	\$	291.60
SRC8R	8" RUBBER WHEEL CASTER	4	\$	215.00	\$	860.00
SRK870001	ADJUSTABLE CC HEAD (3 WAY)	10	\$	151.00	\$	1,510.00
SRK870002	PANEL PALLET CC4 LARGE (5'X8'X7.25')	30	\$	1,040.00	\$	31,200.00
SRLVAC-S	LAYHER ADAPTER SWIVEL	181	\$	53.80	\$	9,737.80
SRRACW	RIGHT ANGLE WEDGE CLAMP 2" X 2"	11	\$	21.50	\$	236.50
SRSJB	SCREWJACK W/BASEPLATE 24"	34	\$	42.70	\$	1,451.80
SRSLB10	SURELOCK BRACE 10FT (3.05M)	22	\$	96.75	\$	2,128.50
SRSLB7	SURELOCK BRACE 7' (2.13M)	175	\$	81.38	\$	14,241.50
SRSLBC	SURELOCK BASE COLLAR	45	\$	24.83	\$	1,117.35
SRSLDH10	SURELOCK DBL LEDGER 10FT 3.05M	2	\$	154.05	\$	308.10
SRS LH10	SURELOCK LEDGER 10FT (3.05M)	17	\$	77.83	\$	1,323.11
SRS LH22	SURELOCK LEDGER 2FT 2 (0.65M)	3	\$	37.41	\$	112.23
SRS LH310	SURELOCK LEDGER 3FT 10 (1.15M)	280	\$	44.72	\$	12,521.60
SRS LH36	SURLOCK LEDGER STRWY 3FT61.07M	72	\$	63.32	\$	4,559.04
SRS LH52	SURELOCK LEDGER 5FT 2IN(1.57M)	10	\$	51.60	\$	516.00
SRS LH70	SURELOCK LEDGER 7FT (2.13M)	480	\$	60.63	\$	29,102.40
SRSLSB2B	SURELOCK SIDE BRKT 21IN(0.65M)	2	\$	77.08	\$	154.16
SRSLSB3B	SURELOCK SIDE BRKT 3 BRD .81M	1	\$	150.50	\$	150.50
SRS LSP70	PLANK STEEL(SPII)7' 2.13M W/HR	89	\$	109.11	\$	9,710.79
SRS LSS70	STAIRWAY STRINGER 7FT (2.13M)M	69	\$	477.84	\$	32,970.96
SRS LST	TREAD STAIR SCAFD. 8 X 3 MK3	253	\$	69.88	\$	17,679.64
SRS LVP33	SURELOCK STANDARD 3FT 3IN(1M)	26	\$	42.25	\$	1,098.50
SRS LVP411	SURELOCK STANDARD 4FT 11 1.5M	30	\$	57.73	\$	1,731.90
SRS LVP67	SURELOCK STANDARD 6FT 7IN(2M)	58	\$	71.06	\$	4,121.48
SRS LVP910	SURELOCK STANDARD 9FT 10IN(3M)	201	\$	106.32	\$	21,370.32
SRS SP10	10' STL/PLANK GALVW/HOOKS	12	\$	138.40	\$	1,660.80
SRS SP5	5' STL/PLANK GALV.W/HOOKS	5	\$	86.30	\$	431.50
SRS SP7	7' STL/PLANK GALV.W/HOOKS	80	\$	108.00	\$	8,640.00
SRS SRS	SYSTEM RACK SMALL	5	\$	411.80	\$	2,059.00
SRS SX562	GOOSER 10'	6	\$	-	\$	-
SRU043006	METAL BASKET 4'X3'X2'	20	\$	307.00	\$	6,140.00

As of 8/10/2016

# Summary ReRent Report

Parameters: Vendor: 106812

Material #	Description	Quantity
Yard Number: 152001 - TORONTO CC		
Vendor Number: 106812 - BONDFIELD CONST CO LTD		
PO Number: F1520-26039		
SR10493	ALUMA ALU DROP TOP PLATE ADAPTER	260
SR11	BEAM ALUMA 18FT (5.49M)	2781
SR1137	GUARDRAIL POST 42GAIN W/DET LOCK	3
SR119	SOCKET POST ALUMINUM	200
SR12	BEAM ALUMA 16FT (4.88M)	3279
SR122	STRONGBACK CHANNEL 55K 259M 8FT	120
SR123	STRONGBACK CHANNEL 55K 301M 12FT	430
SR124	STRONGBACK CHANNEL 55K 488M 16FT	18
SR126	STRONGBACK SPICE CHANNEL	0
SR127	CHANNEL SPICE STEEL	300
SR128	B&B STRONGBACK SPICE	300
SR130	PLATE TIE (UK)	1600
SR131	BRACKET BOLTED CATWALK	200
SR136	SHOE STRONGBACK	200
SR14	BEAM ALUMA 14FT (4.27M)	4515
SR144	EUG WALL LIFTING ASSEMBLY	200
SR15	BEAM ALUMA 40FT (12.2M)	2035
SR16	BEAM ALUMA 12FT (3.66M)	3195
SR163	CHANNEL STRONGBACK 55K 383FT (9M)	400
SR17	BEAM ALUMA 21FT (6.40M)	8106
SR1801084	ORMA WALKWAY BRACKET	31
SR1870029	BEAM CC 232	1400
SR1870031	BEAM CC 157	660
SR1870035	TRANSVERSAL CC TE 1.5	0
SR1870040	TRANSVERSAL CC TE 0.75	200
SR1870045	TRANSVERSAL CC TH 1.5	712
SR1870050	TRANSVERSAL CC TH 0.75	220
SR1870060	DROP HEAD CC	0
SR1870080	HEAD CC ED	84
SR1870090	PANEL CC 1.5x0.75	3150
SR1870095	PANEL CC 0.75x0.75	186
SR1870105	BEAM CC W 1.5	272
SR1870150	BEAM CC W 0.75	136
SR1870155	DROP HEAD CC T	0
SR1870165	PANEL CC 1.5x0.375	134
SR1870400	TRANSVERSAL CC TE 1.5 ALUM	1524
SR1870405	TRANSVERSAL CC TE 0.75 ALUM	78
SR1870440	DROP HEAD SH	1448



As of 8/10/2016

# Summary ReRent Report

Parameters: Vendor: 106842

Material #	Description	Quantity
SR1870464	EDGE BEAM 2.82	100
SR1870465	EDGE BEAM 1.57	50
SR1870500	UNIVERSAL HEAD CG (NEW STYLE)	120
SR1870510	SH-PLY HEAD	987
SR1900002	PANEL 2.7x2.4(6.48m2)	10
SR1900006	PANEL 2.7x1.2(3.24m2)	10
SR1900008	PANEL 2.7x0.9(2.43m2)	10
SR1900011	PANEL 2.7x0.6(1.62m2)	5
SR1900020	PANEL 2.7x0.45(1.21m2)	5
SR1900029	PANEL 2.7x0.3(0.81m2)	5
SR1900032	PANEL 1.2x1.2(1.44m2)	16
SR1900035	PANEL 1.2x0.9(1.08m2)	10
SR1900038	PANEL 1.2x0.6(0.72m2)	16
SR1900047	PANEL 1.2x0.45(0.54m2)	8
SR1900056	PANEL 1.2x0.3(0.36m2)	10
SR1900069	ORMA INSIDE CORNER 2.7	8
SR1900119	HEAD 60	60
SR1900123	PUSH-PULL PROP 2.4x3.6	60
SR1900184	PUSH-PULL PROP 1.1x1.7	60
SR1900184	PUSH-PULL PROP SHOE	60
SR1900170	ORMA CLAMP	600
SR1900179	ORMA LIFTING HOOK	16
SR1900193	ORMA WALER 0.9	80
SR1900217	COMPENSATION TUBE 1.2 (0.06m2)	16
SR1900445	ORMA WALER 1.55	50
SR1900448	WALER HOOK	260
SR1900932	ORMA OUTSIDE CORNER 2.7	8
SR1900968	PUSH-PULL PROP 3.3x4.8	30
SR1900247	PANEL 3.3x2.4(7.92m2)	40
SR1900250	PANEL 3.3x1.2(3.96m2)	20
SR1900253	PANEL 3.3x0.9(2.97m2)	40
SR1900256	PANEL 3.3x0.75(2.475m2)	25
SR1900259	PANEL 3.3x0.6(1.98m2)	30
SR1900262	PANEL 3.3x0.45(1.485m2)	20
SR1900265	PANEL 3.3x0.3(0.99m2)	20
SR1900271	ORMA INSIDE CORNER 3.3 (1.98m2)	8
SR1900273	ORMA OUTSIDE CORNER 3.3	16
SR1900275	ORMA RETRACTABLE CORNER 3.3M	0
SR1900276	ORMA RETRACTABLE CORNER 2.7M	0
SR1900460	COMPENSATION TUBE 3.3	16
SR1900730	ORMA LIFTING BRACKET/CHAIN	2
SR1900770	ORMA RETRACTABLE CORNER 3.3	40
SR1900771	ORMA RETRACTABLE CORNER 2.7	8

As of 3/10/2016

## Summary ReRent Report

Parameters: Vendor: 106512

Material #	Description	Quantity
SR190872	NORMAL RETRACTABLE CORNER J2	32
SR2048	BASKET WIRE W GATE	1
SR2050	HACK LARGE 3 X 6	8
SR2054	HACK SMALL 3 X 3	11
SR215	FRAME ALUMA 6x6 18hp NonLeg ASM	920
SR218	FRAME ALUMA 6x5 18KIP NOMLEG ASM	1010
SR2186	BRACE 3H 4H X 7H CSF	1600
SR2200	BRACE 6W X 4H	3000
SR2203	BRACE 4W X 4H	2150
SR2205	BRACE 4W X 2H	375
SR2211003	DOUBLE YR HEAD (TWO WAY)	260
SR2212	BRACE COMBINATION 7X4 7X2	1900
SR2213	BRACE 6W X 2H	475
SR2220010	ALUPROP 1.65-2.9	2120
SR2220020	ALUPROP 2.2-3.7	2113
SR2220030	ALUPROP 3.3-4.8	1060
SR2220090	UNIVERSAL TRIPPOD CD4	33
SR2220120	BRACE FRAME 2.82m	652
SR2220125	BRACE FRAME 1.6m	636
SR2220130	BRACE FRAME 1.57m	228
SR2220140	BRACE FRAME 0.75m	208
SR239	JHEAD 5' X 8'	12400
SR245	FRAME ALUMA ASSEMBLY 6X6	195
SR257	FRAME ALUMACS 3x4 10hp NonLeg	2274
SR258	FRAME ALUMACS 4x6 10hp NonLeg	2986
SR259	FRAME ALUMACS 4x8 10hp NonLeg	1652
SR261	CONNECTOR INTER FRAME ALUMACS	5000
SR265	PLATE BASE	10868
SR337	TRUSS JACK 12x18 MOD MKII	600
SR352	TRUSS EXTENSION LEG INNER 6FT	600
SR369	TRUSS CROSS BRACE 7H (2.13M)	160
SR370	TRUSS CROSS BRACE 10H (3.04M)	250
SR3991	RIVEJ	3388
SR4045	PIN RITCH	3388
SR4354	TRUSS JACK RETAINER	600
SR513	SCREW JACK UNIV ALUMA FRAME	9000
SR5160	JHEAD FOR TM JACK	60
SR521	SCREW JACK UNIV ALUMACS FRAME	21364
SR60	ALUM DROPH HEAD BEAM 106" (3.20M)	11
SR6161	HEAVY DUTY GALV SHORE 8" TO 11"	6855
SR62	BEAM ALUMA 10FT (3.04M)	1200
SR6406	POST SHORE EXTENSION 2'	1084
SR7436	SCREW JACK 1M W/HANDLE MK CLASSY	188

As of 8/10/2016

# Summary ReRent Report

Parameters: Vendor-105512

Material #	Description	Quantity
SR7551	PLATE BASE FOR 1M SCREW	125
SR7853	PRIMARY DEK BEAM 3	0
SR7855	PRIMARY DEK BEAM 6	0
SR7857	PRIMARY DEK BEAM 8	0
SR7865	DROP HEAD DEK PANEL	0
SR7867	DEK QUICK BRACE FRAME 6	0
SR7868	DEK QUICK BRACE FRAME 8	0
SR8361	SECONDARY BEAM 6 ALUMA DEK	0
SR8473	SECONDARY BEAM 4 ALUMA DEK	0
SR855	BEAM ALUMA SET (2.75M)	1512
SR8810	TRUSS W OUTER GUL (9.14M) #8E	260
SR9317	ALUMA DEK BACK	1
SR9361	4Y6 ALUMACS FRAME	1000
SR9466	1M BASE PLATE SCREW JACK MARK II ASSY	2782
SR9467	1M HEAD SCREW JACK MARK II ASSY	2850
SR9476	16" ALUMINUM TUBE	8
SR9474	4" ALUMINUM TUBE	185
SR9476	6" ALUMINUM TUBE	0
SR9404	CROSS BRACE 10X4	1800
SR9474	CROSS BRACE 7X4	0
SR9055V	BEAM CLIP SCAF SPEC V C/W BT	15
SR981	BASE PLATE (FIXED)	78
SR989	6" RUBBER WHEEL CASTER	4
SRK87001	ADJUSTABLE CG HEAD (3-WAY)	10
SRK87002	PANEL PALLET COLLARGE (6"X6X25)	30
SRLVAC-S	LAYER ADAPTER SWIVEL	181
SRVACW	RIGHT ANGLE WEDGE CLAMP 2" X 2"	14
SRVIB	SCREW JACK W/BASE PLATE 24"	34
SRVJS	SURELOCK SCREW JACK SWIVEL BASE	3
SRSLB10	SURELOCK BRACE 10FT (3.05M)	22
SRSLB54	SURELOCK BRACE 54" (1.63M)	11
SRSEB7	SURELOCK BRACE 7' (2.13M)	131
SRSEB6	SURELOCK BASE COLLAR	45
SRSLDH9	SURELOCK DBL LEDGER 10FT (3.05M)	2
SRSLH10	SURELOCK LEDGER 10FT (3.05M)	17
SRSLH22	SURELOCK LEDGER 2FT (0.65M)	9
SRSLH310	SURELOCK LEDGER 3ET 10' (1.65M)	280
SRSLH35	SURELOCK LEDGER STRWY 3ET 16' (1.7M)	72
SRSLH52	SURELOCK LEDGER 5ET 21M (1.67M)	10
SRSLH70	SURELOCK LEDGER 7ET (2.13M)	480
SRSLSB2B	SURELOCK SIDE BRK 2 1/2" (0.65M)	2
SRSLSB3B	SURELOCK SIDE BRK 3" (0.81M)	3
SRSESP70	PLANK STEEL (SER) 2 1/2"X6"WHR	68

as of 8/10/2010

## Summary ReRent Report

Parameters: Vendor: 106842

Material #	Description	Quantity
SRSLSS70	STAIRWAY STRINGER 7FT (2.13MM)	89
SRSLST	TREAD STAIR SCAFD 6 X 2 MK3	253
SRSLVP33	SURELOCK STANDARD 3FT 3IN(1M)	28
SRSLVP41	SURELOCK STANDARD 4FT 1.5M	30
SRSLVP67	SURELOCK STANDARD 6FT 2IN(2M)	58
SRSLVP910	SURELOCK STANDARD 9FT 10IN(3M)	201
SRSSP10	10' STL/PLANK GALV W/HOOKS	12
SRSSP6	6' STL/PLANK GALV W/HOOKS	5
SRSSP7	7' STL/PLANK GALV W/HOOKS	60
SRSSPS	SYSTEM RACK SMALL	5
SRSSSS	STAIR SECTION SOAF STEEL	10
SRSS7662	GOOSER 10'	6
SRUD3008	METAL BASKET 48X24	20
<b>PO Totals:</b>		<b>145346</b>
<b>Vendor Totals:</b>		<b>145346</b>
<b>Yard Totals:</b>		<b>145346</b>
<b>Report Totals:</b>		<b>145346</b>

**SCHEDULE "B"**  
**RECEIVERSHIP ORDER**  
**[ATTACHED]**

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

**THE HONOURABLE MR.** ) **MONDAY, THE 19<sup>TH</sup>**  
 )  
**JUSTICE HAINEY** ) **DAY OF NOVEMBER, 2018**

BETWEEN

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

Applicant

- and -

**1033803 ONTARIO INC. and 1087507 ONTARIO LIMITED**

Respondents

**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**

**ORDER**  
**(Appointing Receiver)**

**THIS APPLICATION** made by Bridging Finance Inc. (the “**Applicant**”), as agent for 2665405 Ontario Inc., for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing KSV Kofman Inc. (“**KSV**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of (i) all of the assets, undertakings and properties of 1033803 Ontario Inc. operating as Forma-Con Construction and Forma Finishing (“**Forma-Con**”) and 1087507 Ontario Limited (together with Forma-Con, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, (ii) the specific assets of Bondfield

Construction Company Limited and Bondfield Construction Equipment Ltd. listed on Schedule A hereto (the “**Forma-Con Related Assets**”), and (iii) the real property known municipally as 131 Saramia Crescent in Vaughan, Ontario (“**131 Saramia Crescent**”), was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Brian Champ sworn November 15, 2018, and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, the Debtors and their affiliates, Zurich Insurance Company Ltd. and Canada Revenue Agency, no one else appearing although duly served as appears from the affidavit of service of Loren Cohen sworn November 15, 2018, and on reading the consent of KSV to act as the Receiver,

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application 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 section 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, of: (i) all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof; (ii) the Forma-Con Related Assets; and (iii) 131 Saramia Crescent, the details of which are specified on Schedule B hereto (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 any 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 or disclaim any contracts of a 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 Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors or in respect of the Property and to exercise all remedies of a Debtor or the owner of the Property in collecting such monies, including, without limitation, to enforce any security held by a Debtor or in respect of Property;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (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 a 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 Debtors (or any one of them), 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 file an assignment in bankruptcy on behalf of any Debtor, or to consent to the making of a bankruptcy order against a Debtor;
- (k) 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;
- (l) 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 \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$2,000,000; 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;
- (m) 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;
- (n) 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;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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 Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) 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 Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their 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 Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured

creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors 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 Debtors 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 Debtors, 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 Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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 any of the Debtors, 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 Debtors or in respect of the Property 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 Debtors or in respect of the Property 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 Debtors' 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 Debtors 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 Debtors shall remain the employees of the Debtors until such time as the Receiver, on a 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 Debtors, 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 their 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 \$2,000,000 (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, deemed 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 C 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) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <http://www.ksvadvisory.com/insolvency-cases/Forma-Con>.

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

#### **CRITICAL PAYMENTS**

27. **THIS COURT ORDERS** that the Receiver may, with the written consent of the Applicant, make payments owing by the Debtors to subcontractors and other creditors on account of amounts owing prior to the date of this Order.

#### **GENERAL**

28. **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.

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

30. **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.

31. **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.

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

33. **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, the Applicant 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.

34. **THIS COURT ORDERS** that the style of cause for this Application be and is hereby amended as set forth in this Order.

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**HAINY J.**

**SCHEDULE A**  
**FORMA-CON RELATED ASSETS**  
**[ATTACHED]**

Forma - Con Construction, Crane location log Sep. 10, 2018

MAKE	MODEL	YEAR	SERIAL #	CURRENT LOCATION
Comedil	CTL180-A Luffar	2006	SN-G8706022	WATERWORKS
Comedil	CTL180-A Luffar	2006	SN-G8706030	MASSEY TOWER
Comedil	CTL180-A Luffar	2005	SN-G8705041	CITY LIGHTS
Comedil	CTL180-A Luffar	2007	SN-G8707026	CITY LIGHTS
Comedil	CTL180-A Luffar	2007	SN-G8707050	AXIS CONDO
Comedil	CTL250-A Luffar	2005	SN-G1005004	YC CONDO
Comedil	CTL250-A Luffar	2006	SN-G1006005	21 AVENUE ROAD
Comedil	CTT 331-16-m	2005	SN-G5905001	DTEM C&D
Comedil	CTT 331-16-m	2005	SN-G5905025	WATERLOO SLC-PAC
Comedil	CTT 331-16-m	2005	SN-G5905049	YARD
Comedil	CTT 331-16-m	2005	SN-G5905031	Mills Square
Pecco	PC 1600		SN-0710	EAST UNFED
Pecco	PC 1600/2000	1976	SN-0603	VANGUARD
Pecco	PC 2000		SN-0907	YARD
Pecco	PC 2000		SN-1103	YARD
Pecco	PC 3000		SN-0107	BLUEDIAMOND
Pecco	PC 3600	1980	SN-304	Yard
Peiner	SK-200	1981	SN-0803	YARD
Peiner	SK-140		SN-0515	YARD
Peiner	SK-315	2004	SN-25125	YARD
Peiner	SK-315	2004	SN-25127	RENTED
Peiner	SK-315	1999	SN-105	YARD
Peiner	SK-315	2005	SN-25148	St Josephs Morrow
Peiner	SK-315	2000	SN-050	YARD
Peiner	SK-415	2004	SN-26078	YARD
Peiner	SN 166 Luffing	1999	SN-006	571 Prince Edward
Pofain	MR405 Luffing	1999	SN-87069	WATERWORKS
Manitowoc	8000 - CRAWLER	2007	SN-8501037	VISTA CONDO
Manitowoc	8000 - CRAWLER	2011	SN-8501202	ST JOSEPH MORROW
Grove	RT540E MOBILE	2011	SN-231527	ST JOSEPH MORROW
Grove	RT540E MOBILE	2011	SN-227164	Masseys Hall
Grove	RT745 TON		SN-70173	Yard
ashan	QUY88A	2007	SN-1126	Yard

3X Cranes  
32

Sold





BOHRIEELS CONSTRUCTION COMPANY LIMITED  
2010-2011 STATEMENT OF CHANGES

Sl. No.	Particulars	Year	Particulars	Year	Particulars	Year	Particulars	Year	Particulars	Year	Particulars	Year	Particulars	Year
24	Bohriels Construction Co. Ltd.	2007	Share (Trade)	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007
25	Bohriels Construction Co. Ltd.	2007	Share (Trade)	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007
26	Bohriels Construction Co. Ltd.	2007	Share (Trade)	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007
27	Bohriels Construction Co. Ltd.	2007	Share (Trade)	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007
28	Bohriels Construction Co. Ltd.	2007	Share (Trade)	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007
29	Bohriels Construction Co. Ltd.	2007	Share (Trade)	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007	1000000	2007

BOHRIEELS CONSTRUCTION CO. LTD.  
CHIEF ACCOUNTANTS DEPARTMENT

UPANDEVI 11000010  
BOHRIEELS

BONDFIELD CONSTRUCTION COMPANY LIMITED  
407 BASALTIC ROAD  
CONCORD, ONTARIO, CANADA

**Department Evaluation Summary**

Effective Date: July 23, 2018

Departments:
Cranes - Basaltic Yard
Cranes - Off Site
Concrete Forming & Shoring Equipment





407 BASALTIC ROAD  
 CONCORD, ONTARIO, CANADA

Description	
Crane, Basaltic Yard Item #1	Comedil Model CTL-180-A 16-Ton Luffing Tower Crane, S/N G8706022, (2006); 55 Meter Radius, 92.5 Meter Under Hook; with (9) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #2	Comedil Model CTT 331-16-M 16-Ton Tower Crane, S/N G5906031, (2006); 75 Meter Radius, 92.5 Meter Under Hook; with (12) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #3	Comedil Model CTT 331-16-M 16-Ton Tower Crane, S/N G5906049, (2006); 75 Meter Radius, 92.5 Meter Under Hook; with (12) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #4	Pecco Model PC-2000 22,000-Lb. Tower Crane, S/N 1103; 50 Meter Radius, 48 Meter Under Hook; with (7) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #5	Peiner Model SK-200 6.25-Ton Tower Crane, S/N 0803, (1981); 55 Meter Radius, 48 Meter Under Hook; with (11) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #6	Peiner Model SK-140 6.25-Ton Tower Crane, S/N 0515; 55 Meter Radius, 48 Meter Under Hook; with (6) Tower Sections; (3) Outer Sections; and Apex Jib Section
Item #7	Peiner Model SK-315 16-Ton Tower Crane, S/N 25125, (2004); 70 Meter Radius, 72 Meter Under Hook; with (11) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #8	Peiner Model SK-315 16-Ton Tower Crane, S/N 105, (1999); 70 Meter Radius, 72 Meter Under Hook; with (11) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams

COMPANY NAME: Bondfield Construction Company Limited  
 EFFECTIVE DATE: July 28, 2019  
 REPORT DATE: August 10, 2019  
 JOB NUMBER: 808920



Description	Item #9	Item #10	Item #11	Item #12	Item #13	Item #14	Item #15
Palmer Model SK-315 16-Ton Tower Crane, S/N 060, (2000); 70 Meter Radius, 72 Meter Under Hook; with (11) Tower Sections; Apex & Jlb Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams	Qrx(1)	Palmer Model SK-415 20-Ton Tower Crane, S/N 26078, (2004); 75 Meter Radius, 65 Meter Under Hook; with (11) Tower Sections, (5) Top Sections; Apex & Jlb Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams	Qrx(1)	Grove Model RT745-45-Ton Wheel Rough Terrain Crane, S/N 70173, (1988); with Outriggers; (New Engine 2016)	Qrx(1)	Lot of Miscellaneous and Large Quantity of Tower Crane Parts and Components, To Include But Not Limited To; Beams; Adaptors; Brackets; Panels; Corner Units; Braces; Frames; Jacks; Extensions; Screws; Bases; Decks; Racks; Clips; Tube; Planks; Stairways; Hooks; Baskets; etc.	Qrx(1)
<b>TOTAL CRANES (BASEL TO YARD)</b>							
<b>Cranes, Offsite</b>							
Comedil Model CTL180-A 16-Ton Luffing Tower Crane, S/N G8706030, (2006); 55 Meter Radius, 92.5 Meter Under Hook; with (9) Tower Sections; Apex & Jlb Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected) (Asset Documentation in Photograph Section)	Qrx(1)	Comedil Model CTL180-A 16-Ton Luffing Tower Crane, S/N G8706011, (2006); 55 Meter Radius, 92.5 Meter Under Hook; with (9) Tower Sections; Apex & Jlb Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)	Qrx(1)	Comedil Model CTL180-A 16-Ton Luffing Tower Crane, S/N G8707026, (2007); 55 Meter Radius, 92.5 Meter Under Hook; with (9) Tower Sections; Apex & Jlb Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)	Qrx(1)		



BONDFIELD CONSTRUCTION COMPANY LIMITED  
 JOB NUMBER: 306236

IV. MACHINERY & EQUIPMENT LISTING  
 CONCORD, ONTARIO, CANADA

Item #	Description
Item #16 Qty: (1)	Comedil Model CTL180-A 16-Ton Luffing Tower Crane, S/N G8707060, (2007); 55 Meter Radius, 92.5 Meter Under Hook; with (9) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #17 Qty: (1)	Comedil Model CTL250-A 16-Ton Luffing Tower Crane, S/N G1006004, (2005); 55 Meter Radius, 92.5 Meter Under Hook; with (10) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #18 Qty: (1)	Comedil Model CTL250-A 16-Ton Luffing Tower Crane, S/N G1006005, (2006); 55 Meter Radius; 92.5 Meter Under Hook; with (10) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #19 Qty: (1)	Comedil Model CTT 331-18-M 16-Ton Tower Crane, S/N G5906001, (2005); 75 Meter Radius, 92.5 Meter Under Hook; with (12) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #20 Qty: (1)	Comedil Model CTT 331-16-M 16-Ton Tower Crane, S/N G5905025, (2005); 75 Meter Radius, 92.5 Meter Under Hook; with (12) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #21 Qty: (1)	Pecco Model PC-1600 22,000-Lb. Tower Crane, S/N 0710; 50 Meter Radius, 48 Meter Under Hook; with (7) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #22 Qty: (1)	Pecco Model PC-1600/2000 (Hybrid) 22,000-Lb. Tower Crane, S/N 0603, (1976); 50 Meter Radius, 48 Meter Under Hook; with (7) Tower Sections; Apex & (4) Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #23 Qty: (1)	Pecco Model PC-2000 22,000-Lb. Tower Crane, S/N 0907; 50 Meter Radius, 48 Meter Under Hook; with (7) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #24 Qty: (1)	Pecco Model PC-3600 28,000-Lb. Tower Crane, S/N 304, (1980); 60 Meter Radius, 35 Meter Under Hook; with (7) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)

COMPANY NAME: Bondfield Construction Company Limited  
 EFFECTIVE DATE: July 28, 2018  
 REPORT DATE: August 10, 2018  
 JOB NUMBER: 306236



Item #	Description
Item #25 Qty(1)	Pecco Model PC-3000 22,000-Lb. Tower Crane, S/N 0107/109; 55 Meter Radius, 42 Meter Under Hook; with (6) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #26 Qty(1)	Pelner Model SK-315 16-Ton Tower Crane, S/N 25127, (2004); 70 Meter Radius, 72 Meter Under Hook; with (11) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #27 Qty(1)	Pelner Model SK-315 16-Ton Tower Crane, S/N 25148, (2006); 70 Meter Radius, 72 Meter Under Hook; with (11) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #28 Qty(1)	Pelner Model SN168 12-Ton Luffing Tower Crane, S/N 006, (1999); 50 Meter Radius, 98 Meter Under Hook; with (4) Single, (1) Double Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #29 Qty(1)	Potain Model MR405 24-Ton Luffing Tower Crane, S/N 87089-M, (1999); 60 Meter Radius, 125 Meter Under Hook; with (11) Tower Sections; Heel & Jib Sections; Heated/AC Enclosed Operator's Cab, (Broken Window); Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)
Item #30 Qty(1)	Manitowoc Model 8000 80-Ton Crawler Crane, S/N 8501037, (2007); (Not Inspected)
Item #31 Qty(1)	Manitowoc Model 8000 80-Ton Crawler Crane, S/N 8501202, (2011); with Proface Touch Screen Monitor; Counter Weights; Model J60024RTC Hook, S/N 11-7238, 80-Ton Load, 7/8" Rope, 54.41 MT; and 160' Main Lattice Boom; (Not Inspected) (Asset Documentation In Photograph Section)
Item #32 Qty(1)	Grove Model RT540E 40-Ton Rough Terrain Crane, S/N 231527, (2011); with 4-Section 102' Main Telescopic Boom; and 45' Swing Away Jib, with Stinger; (Not Inspected) (Asset Documentation In Photograph Section)
Item #33 Qty(1)	Grove Model RT540E 40-Ton Rough Terrain Crane, S/N 227154, (2011); 12,569 Hours Indicated; with 4-Section 102' Main Telescopic Boom; and 45' Swing Away Jib, with Stinger

Description
Item #34
Qty(1) Fushun Yongmao Model QUY80A 80-Ton Crawler Crane, S/N 4126, (2007); with LSI Load System Monitor
Item #35
Qty(1) Grove Model RT86S 35-Ton Rough Terrain Crane, S/N 33378, (1976); 1,683.9 Hours Indicated; with 4-Section Telescopic Boom; (Not Inspected) (Asset Documentation in Photograph Section)
Item #36
Concrete Forming & Shoring Equipment
Qty(1) Lot of Concrete Forming & Shoring Rental Equipment; (Note: Based On Information Supplied By The Company; Complete Detailed List Located In Appendix)

QTY	Year Make & Model or Equipment Description
20	2014 Ford F150 XLT Pickup truck
1	2013 Kenworth T800B Boom Truck with 30 Tonne Manitex Crane
1	2015 Kenworth T880B Roll-Off Truck
4	Roll-Off Deck for 2015 Kenworth T880B Roll-Off Truck
1	2006 Kenworth T800 Roll-Off truck
4	Roll-Off Deck for 2006 Kenworth Roll-Off
1	2012 Milano 32 Ft Trailer (Accompanies 2013 Kenworth Boom Truck)
1	2015 JC 34 Ft Trailer (Accompanies 2015 Kenworth T880 Roll-Off)
2	2015 Doosan C185 Diesel Compressor
3	2012 Cat 100 KW Diesel Generator
1	2010 Cat TH360B 10,000 lb Capacity Telehandler
1	2016 Putzmeister Thom-Katt TK60HP Shotcrete Pump-Trailer Mounted
15	Knaack Job Box 4830 complete with tools : skillsaws, rotary hammers, extension cords, impact guns , hand tools *(ALL USED)
5	20 Ft Storage Container
4	Mobile Office Trailer 8' x 16'

1	Schwing SP500 Concrete Pump Trailer Mounted
40	Used Concrete Buckets
4	Used Office furniture, filing cabinets, digitizer, computers
	Peri Mp480 Aluminum Multiprops for forming
	Peri MP350 Aluminum Multiprops for forming
	Peri Panels and Accessories for forming Value including Multiprops

① OK

# Schedule C

BONDFIELD CUSTOMER OWNED  
Material List at Current List Price  
Sep 6 2018

txIDMatNumber	txIDMatDescription	Quantity
SR10493	ALUMA ALUPROP TOP PLATE ADAPTER	260
SR11	BEAM ALUMA 18FT (5.49M)	2781
SR119	SOCKET POST ALUMINUM	200
SR12	BEAM ALUMA 16ft (4.88M)	3279
SR122	STRONGBACK CHANNEL 55K 2.59M 8FT16	120
SR123	STRONGBACK CHANNEL 55K 3.01M 12FT16	430
SR124	STRONGBACK CHANNEL 55K 4.88M 16FT	18
SR127	CHANNEL SPLICE STEEL	300
SR128	BAR STRONGBACK SPLICE	300
SR130	PLATE TIE (JK)	1600
SR131	BRACKET BOLTED CATWALK	200
SR136	SHOE STRONGBACK	200
SR14	BEAM ALUMA 14FT (4.27M)	4516
SR144	LOG WALL LIFTING ASSEMBLY	200
SR15	BEAM ALUMA 10FT 6IN (3.2M)	2035
SR16	BEAM ALUMA 12FT (3.66M)	3195
SR168	CHANNEL STRONGBACK 55K 9.83FT(3M)	400
SR17	BEAM ALUMA 21FT (6.40M)	3106
SR1861094	ORMA WALKWAY BRACKET	31
SR1870029	BEAM CC 2.32	1400
SR1870031	BEAM CC 1.57	660
SR1870040	TRANSVERSAL CC TE 0.75	200
SR1870045	TRANSVERSAL CC TR 1.5	712
SR1870050	TRANSVERSAL CC TR 0.75	220
SR1870080	HEAD CC FD	84
SR1870090	PANEL CC 1.5x0.75	3150
SR1870095	PANEL CC 0.75x0.75	185
SR1870105	BEAM CC W 1.5	272
SR1870150	BEAM CC W 0.75	136
SR1870165	PANEL CC 1.5x0.375	134
SR1870400	TRANSVERSAL CC TE 1.5 ALU	1521
SR1870405	TRANSVERSAL CC TE .75 ALUM	78
SR1870440	DROPHEAD SH	1446
SR1870464	EDGE BEAM 2.32	100
SR1870465	EDGE BEAM 1.57	50
SR1870500	UNIVERSAL HEAD CC (NEW STYLE)	120
SR1870516	SH-PLY HEAD	937
SR1900002	PANEL 2.7x2.4(6.48m2)	10
SR1900005	PANEL 2.7x1.2(3.24m2)	10
SR1900008	PANEL 2.7x0.9(2.43m2)	10
SR1900011	PANEL 2.7x0.6(1.62m2)	5
SR1900020	PANEL 2.7x0.45(1.21m2)	5
SR1900029	PANEL 2.7x0.3(0.81m2)	5
SR1900032	PANEL 1.2x1.2(1.44m2)	16
SR1900035	PANEL 1.2x0.9(1.08m2)	10
SR1900038	PANEL 1.2x0.6(0.72m2)	16
SR1900047	PANEL 1.2x0.45(0.54m2)	8
SR1900056	PANEL 1.2x0.3(0.36m2)	10
SR1900089	ORMA INSIDE CORNER 2,7	8
SR1900119	HEAD 60	60



② OK

SR1900123	PUSH-PULL PROP 2.4-3.5	60
SR1900134	PUSH-PULL PROP 1.1-1.7	60
SR1900144	PUSH PULL PROP SHOE	60
SR1900178	ORMA CLAMP	600
SR1900179	ORMA LIFTING HOOK	16
SR1900193	ORMA WALER D.9	90
SR1900247	COMPENSATION TUBE 1,2 (0.06 m2)	16
SR1900445	ORMA WALER 1,55	58
SR1900448	WALER HOOK	260
SR1900532	ORMA OUTSIDE CORNER 2,7	8
SR1900568	PUSH-PULL PROP 3.3-4.8	38
SR1900527	PANEL 3.3x2.4(7.92m2)	40
SR1900528	PANEL 3.3x1.2(3.96m2)	20
SR1900529	PANEL 3.3x0.9(2.97m2)	40
SR1900526	PANEL 3.3x0.75(2.475m2)	25
SR1900529	PANEL 3.3x0.6(1.98m2)	30
SR1900522	PANEL 3.3x0.45(1.485m2)	20
SR1900526	PANEL 3.3x0.3(0.99m2)	20
SR1900527	ORMA INSIDE CORNER 3.3 (1.98m2)	8
SR1900523	ORMA OUTSIDE CORNER 3.3	16
SR1900460	COMPENSATION TUBE 3.3	16
SR1900730	ORMA LIFTING BRACKET/CHAIN	2
SR1900770	N-ORMA RETRACTABLE CORNER 3.3	40
SR1900771	N-ORMA RETRACTABLE CORNER 2.7	8
SR1900772	N-ORMA RETRACTABLE CORNER 1.2	32
SR2049	BASKET WIRE W-GATE	1
SR2050	RACK LARGE 3 X 6	3
SR2054	RACK SMALL 3 X 3	11
SR215	FRAME ALUMA 6x6 18kip Nom/Leg ASM	920
SR216	FRAME ALUMA 6X5 18KIP NOM/LEG ASM	1010
SR2186	BRACE 3H 4H X 7H SR	1600
SR2200	BRACE 5W X 4H	3000
SR2203	BRACE 4W X 4H	2150
SR2205	BRACE 4W X 2H	375
SR221003	DOUBLE VR HEAD (TWO WAY)	260
SR2242	BRACE COMBINATION 7X4 7X2	1000
SR2213	BRACE 6W X 2H	475
SR2220010	ALUPROP 1.55-2.8	2120
SR2220020	ALUPROP 2.2-3.7	2113
SR2220030	ALUPROP 3.3-4.8	1000
SR2220090	UNIVERSAL TRIPOD CG4	33
SR2220120	BRACE FRAME 2.32m	652
SR2220125	BRACE FRAME 1.5m	636
SR2220130	BRACE FRAME 1.57m	228
SR2220140	BRACE FRAME 0.75m	208
SR239	J HEAD 5' X 3'	12400
SR245	FRAME ALUMA ASSEMBLED 6X8	195
SR257	FRAME ALUMACS 4x4 10kip Nom/Leg	2274
SR258	FRAME ALUMACS 4x6 10kip Nom/Leg	2956
SR259	FRAME ALUMACS 4x8 10kip Nom/Leg	1652
SR261	CONNECTOR INTERFRAME ALUMACS	5000
SR265	PLATE BASE	10000
SR337	TRUSS JACK 12-18 MOD MKII	600
SR352	TRUSS EXTENSION LEG INNER 6FT	600
SR369	TRUSS CROSS BRACE 7H (2.13M)	180

*New*

SR370	TRUSS CROSS BRACE 10ft (3.04M)	250	\$ 105.00	\$ 26,250.00
SR3991	RIVET	3388	\$ 2.00	\$ 6,776.00
SR4045	PIN HITCH	3388	\$ 0.25	\$ 847.00
SR4354	TRUSS JACK RETAINER	600	\$ 6.00	\$ 3,600.00
SR513	SCREWJACK UNIV, ALUMA FRAME	3000	\$ 60.00	\$ 180,000.00
SR5160	J HEAD FOR 1M JACK	60	\$ 25.00	\$ 1,500.00
SR521	SCREWJACK UNIV, ALUMACS FRAME	21364	\$ 70.00	\$ 1,495,480.00
SR60	ALUM DROPHEAD BEAM 10'6"(3.20M)	11	\$ 262.00	\$ 2,882.00
SR6161	HEAVY DUTY GALV. SHORE 6'6" TO 11'	6885	\$ 155.00	\$ 1,067,175.00
SR62	BEAM ALUMA 10FT (3.04M)	1200	\$ 160.00	\$ 192,000.00
SR6406	POST SHORE EXTENSION 2'	1064	\$ 50.00	\$ 53,200.00
SR7436	SCREWJACK 1M W/HANDLE MKII ASS'Y	188	\$ 80.00	\$ 15,040.00
SR7551	PLATE BASE FOR 1M SCREW	128	\$ 16.00	\$ 2,048.00
SR85	BEAM ALUMA 9FT (2.75M)	1812	\$ 144.00	\$ 260,928.00
SR9310	TRUSS W OUTER 30ft (9.14M) #6E	200	\$ 3,098.00	\$ 619,600.00
SR9317	ALUMA DEK RACK	1	\$ 472.00	\$ 472.00
SR9361	4'X5' ALUMACS FRAME	1000	\$ 319.00	\$ 319,000.00
SR9466	1M BASEPLATE SCREWJACK MARK II ASS'Y	2782	\$ 118.00	\$ 328,276.00
SR9467	1M JHEAD SCREWJACK MARK II ASS'Y	2850	\$ 119.00	\$ 339,150.00
SRALT16	16' ALUMINUM TUBE	8	\$ 78.30	\$ 626.40
SRALT4	4' ALUMINUM TUBE	185	\$ 19.60	\$ 3,626.00
SRB104	CROSS BRACE 10X4	1800	\$ 42.80	\$ 77,040.00
SRBCSSV	BEAM CLIP SCAF SPEC V C/W BT	11	\$ 6.50	\$ 71.50
SRBP1	BASE PLATE (FIXED)	18	\$ 16.20	\$ 291.60
SRC8R	8" RUBBER WHEEL CASTER	4	\$ 215.00	\$ 860.00
SRK870001	ADJUSTABLE CC HEAD (3 WAY)	10	\$ 151.00	\$ 1,510.00
SRK870002	PANEL PALLET CC4 LARGE (5'X8'X7.25')	30	\$ 1,040.00	\$ 31,200.00
SRLVAC-S	LAYHER ADAPTER SWIVEL	181	\$ 53.80	\$ 9,737.80
SRRACW	RIGHT ANGLE WEDGE CLAMP 2" X 2"	11	\$ 21.50	\$ 236.50
SRSJB	SCREWJACK W/BASEPLATE 24"	34	\$ 42.70	\$ 1,451.80
SRSLB10	SURELOCK BRACE 10FT (3.05M)	22	\$ 96.75	\$ 2,128.50
SRSLB7	SURELOCK BRACE 7' (2.13M)	175	\$ 81.38	\$ 14,241.50
SRSLBC	SURELOCK BASE COLLAR	45	\$ 24.83	\$ 1,117.35
SRSLDH10	SURELOCK DBL LEDGER 10FT 3.05M	2	\$ 154.05	\$ 308.10
SRS LH10	SURELOCK LEDGER 10FT (3.05M)	17	\$ 77.83	\$ 1,323.11
SRS LH22	SURELOCK LEDGER 2FT 2 (0.65M)	3	\$ 37.41	\$ 112.23
SRS LH310	SURELOCK LEDGER 3FT 10 (1.15M)	280	\$ 44.72	\$ 12,521.60
SRS LH36	SURLOCK LEDGER STRWY 3FT61.07M	72	\$ 63.32	\$ 4,559.04
SRS LH52	SURELOCK LEDGER 5FT 2IN(1.57M)	10	\$ 51.60	\$ 516.00
SRS LH70	SURELOCK LEDGER 7FT (2.13M)	480	\$ 60.63	\$ 29,102.40
SRSLSB2B	SURELOCK SIDE BRKT 21IN(0.65M)	2	\$ 77.08	\$ 154.16
SRSLSB3B	SURELOCK SIDE BRKT 3 BRD .81M	1	\$ 150.50	\$ 150.50
SRS LSP70	PLANK STEEL(SPII)7' 2.13M W/HR	89	\$ 109.11	\$ 9,710.79
SRS LSS70	STAIRWAY STRINGER 7FT (2.13M)M	69	\$ 477.84	\$ 32,970.96
SRS LST	TREAD STAIR SCAFD. 8 X 3 MK3	253	\$ 69.88	\$ 17,679.64
SRS LVP33	SURELOCK STANDARD 3FT 3IN(1M)	26	\$ 42.25	\$ 1,098.50
SRS LVP411	SURELOCK STANDARD 4FT 11 1.5M	30	\$ 57.73	\$ 1,731.90
SRS LVP67	SURELOCK STANDARD 6FT 7IN(2M)	58	\$ 71.06	\$ 4,121.48
SRS LVP910	SURELOCK STANDARD 9FT 10IN(3M)	201	\$ 106.32	\$ 21,370.32
SRS SP10	10' STL/PLANK GALVW/HOOKS	12	\$ 138.40	\$ 1,660.80
SRS SP5	5' STL/PLANK GALV.W/HOOKS	5	\$ 86.30	\$ 431.50
SRS SP7	7' STL/PLANK GALV.W/HOOKS	80	\$ 108.00	\$ 8,640.00
SRS SRS	SYSTEM RACK SMALL	5	\$ 411.80	\$ 2,059.00
SRS SX562	GOOSER 10'	6	\$ -	\$ -
SRU043006	METAL BASKET 4'X3'X2'	20	\$ 307.00	\$ 6,140.00

As of 8/10/2016

# Summary ReRent Report

Parameters: Vendor: 106812

Material #	Description	Quantity
Yard Number: 152001 - TORONTO CC		
Vendor Number: 106812 - BONDIFIELD CONST CO LTD		
PO Number: F1520-26039		
SR10493	ALUMA ALU DROP TOP PLATE ADAPTER	260
SR11	BEAM ALUMA 18FT (5.49M)	2781
SR1137	GUARDRAIL POST 42GAIN W/DET LOCK	3
SR119	SOCKET POST ALUMINUM	200
SR12	BEAM ALUMA 16FT (4.88M)	3279
SR122	STRONGBACK CHANNEL 55K 259M 8FT	120
SR123	STRONGBACK CHANNEL 55K 301M 12FT	430
SR124	STRONGBACK CHANNEL 55K 488M 16FT	18
SR126	STRONGBACK SPICE CHANNEL	0
SR127	CHANNEL SPICE STEEL	300
SR128	B&B STRONGBACK SPICE	300
SR130	PLATE TIE (UK)	1600
SR131	BRACKET BOLTED CATWALK	200
SR136	SHOE STRONGBACK	200
SR14	BEAM ALUMA 14FT (4.27M)	4515
SR144	EUG WALL LIFTING ASSEMBLY	200
SR15	BEAM ALUMA 10FT (3.05M)	2035
SR16	BEAM ALUMA 12FT (3.66M)	3195
SR163	CHANNEL STRONGBACK 55K 383FT (3M)	400
SR17	BEAM ALUMA 21FT (6.40M)	8106
SR1801084	ORMA WALKWAY BRACKET	31
SR1870029	BEAM CC 232	1400
SR1870031	BEAM CC 157	660
SR1870035	TRANSVERSAL CC TE 1.5	0
SR1870040	TRANSVERSAL CC TE 0.75	200
SR1870045	TRANSVERSAL CC TH 1.5	712
SR1870050	TRANSVERSAL CC TH 0.75	220
SR1870060	DROP HEAD CC	0
SR1870080	HEAD CC ED	84
SR1870090	PANEL CC 1.5x0.75	3150
SR1870095	PANEL CC 0.75x0.75	186
SR1870105	BEAM CC W 1.5	272
SR1870150	BEAM CC W 0.75	136
SR1870155	DROP HEAD CC T	0
SR1870165	PANEL CC 1.5x0.375	134
SR1870400	TRANSVERSAL CC TE 1.5 ALUM	1524
SR1870405	TRANSVERSAL CC TE .75 ALUM	78
SR1870440	DROP HEAD SH	1448

As of 8/10/2016

# Summary ReRent Report

Parameters: Vendor: 106842

Material #	Description	Quantity
SR1870464	EDGE BEAM 2.82	100
SR1870465	EDGE BEAM 1.57	50
SR1870500	UNIVERSAL HEAD CG (NEW STYLE)	120
SR1870510	SH-PLY HEAD	987
SR1900002	PANEL 2.7x2.4(6.48m2)	10
SR1900006	PANEL 2.7x1.2(3.24m2)	10
SR1900008	PANEL 2.7x0.9(2.43m2)	10
SR1900011	PANEL 2.7x0.6(1.62m2)	5
SR1900020	PANEL 2.7x0.45(1.21m2)	5
SR1900029	PANEL 2.7x0.3(0.81m2)	5
SR1900032	PANEL 1.2x1.2(1.44m2)	16
SR1900035	PANEL 1.2x0.9(1.08m2)	10
SR1900038	PANEL 1.2x0.6(0.72m2)	16
SR1900047	PANEL 1.2x0.45(0.54m2)	8
SR1900056	PANEL 1.2x0.3(0.36m2)	10
SR1900069	ORMA INSIDE CORNER 2.7	8
SR1900119	HEAD 60	60
SR1900123	PUSH-PULL PROP 2.4x3.6	60
SR1900184	PUSH-PULL PROP 1.1x1.7	60
SR1900184	PUSH-PULL PROP SHO	60
SR1900170	ORMA CLAMP	600
SR1900179	ORMA LIFTING HOOK	16
SR1900193	ORMA WALER 0.9	80
SR1900217	COMPENSATION TUBE 1.2 (0.06m2)	16
SR1900445	ORMA WALER 1.55	50
SR1900448	WALER HOOK	260
SR1900932	ORMA OUTSIDE CORNER 2.7	8
SR1900968	PUSH-PULL PROP 3.3x4.8	30
SR1900247	PANEL 3.3x2.4(7.92m2)	40
SR1900250	PANEL 3.3x1.2(3.96m2)	20
SR1900253	PANEL 3.3x0.9(2.97m2)	40
SR1900256	PANEL 3.3x0.75(2.475m2)	25
SR1900259	PANEL 3.3x0.6(1.98m2)	30
SR1900262	PANEL 3.3x0.45(1.485m2)	20
SR1900265	PANEL 3.3x0.3(0.99m2)	20
SR1900271	ORMA INSIDE CORNER 3.3 (1.98m2)	8
SR1900273	ORMA OUTSIDE CORNER 3.3	16
SR1900275	ORMA RETRACTABLE CORNER 3.3M	0
SR1900276	ORMA RETRACTABLE CORNER 2.7M	0
SR1900460	COMPENSATION TUBE 3.3	16
SR1900730	ORMA LIFTING BRACKET/CHAIN	2
SR1900770	ORMA RETRACTABLE CORNER 3.3	40
SR1900771	ORMA RETRACTABLE CORNER 2.7	8

As of 3/10/2016

## Summary ReRent Report

Parameters: Vendor: 106512

Material #	Description	Quantity
SR190872	NORMAL RETRACTABLE CORNER J2	32
SR2048	BASKET WIRE W GATE	1
SR2050	HACK LARGE 3 X 6	8
SR2054	HACK SMALL 3 X 3	11
SR215	FRAME ALUMA 6x6 18hp NonLeg ASM	920
SR218	FRAME ALUMA 6x6 18KIP NOMLEG ASM	1010
SR2186	BRACE 3H 4H X 7H CSF	1600
SR2200	BRACE 6W X 4H	3000
SR2203	BRACE 4W X 4H	2150
SR2205	BRACE 4W X 2H	375
SR2211003	DOUBLE YR HEAD (TWO WAY)	260
SR2212	BRACE COMBINATION 7X4 7X2	1900
SR2213	BRACE 6W X 2H	475
SR2220010	ALUPROP 1.65-2.9	2120
SR2220020	ALUPROP 2.2-3.7	2113
SR2220030	ALUPROP 3.3-4.8	1060
SR2220090	UNIVERSAL TRIPPOD CD4	33
SR2220120	BRACE FRAME 2.82m	652
SR2220125	BRACE FRAME 1.6m	636
SR2220130	BRACE FRAME 1.57m	228
SR2220140	BRACE FRAME 0.75m	208
SR239	JHEAD 5' X 8'	12400
SR245	FRAME ALUMA ASSEMBLY 6X6	195
SR257	FRAME ALUMACS 4x4 10hp NonLeg	2274
SR258	FRAME ALUMACS 4x6 10hp NonLeg	2986
SR259	FRAME ALUMACS 4x8 10hp NonLeg	1652
SR261	CONNECTOR INTER FRAME ALUMACS	5000
SR265	PLATE BASE	10868
SR337	TRUSS JACK 12x18 MOD MKII	600
SR352	TRUSS EXTENSION LEG INNER 6FT	600
SR369	TRUSS CROSS BRACE 7H (2.13M)	160
SR370	TRUSS CROSS BRACE 10H (3.04M)	250
SR3991	RIVEJ	3388
SR4045	PIN RITCH	3388
SR4354	TRUSS JACK RETAINER	600
SR513	SCREW JACK UNIV ALUMA FRAME	9000
SR5160	JHEAD FOR TM JACK	60
SR521	SCREW JACK UNIV ALUMACS FRAME	21364
SR60	ALUM DROPH HEAD BEAM 106" (3.20M)	11
SR6161	HEAVY DUTY GALV SHORE 8" TO 11"	6855
SR62	BEAM ALUMA 10FT (3.04M)	1200
SR6406	POST SHORE EXTENSION 2'	1084
SR7436	SCREW JACK 1M W/HANDLE MK CLASSY	188

As of 8/10/2016

# Summary ReRent Report

Parameters: Vendor-106812

Material #	Description	Quantity
SR7551	PLATE BASE FOR 1M SCREW	125
SR7853	PRIMARY DEK BEAM 3	0
SR7855	PRIMARY DEK BEAM 6	0
SR7857	PRIMARY DEK BEAM 8	0
SR7885	DROP HEAD DEK PANEL	0
SR7887	DEK QUICK BRACE FRAME 6	0
SR7888	DEK QUICK BRACE FRAME 8	0
SR8361	SECONDARY BEAM 6 ALUMA DEK	0
SR8473	SECONDARY BEAM 4 ALUMA DEK	0
SR855	BEAM ALUMA SET (2.75M)	1512
SR8810	TRUSS W OUTER GUL (9.14M) #8E	260
SR9317	ALUMA DEK BACK	1
SR9361	4Y6 ALUMACS FRAME	1000
SR9466	1M BASE PLATE SCREW JACK MARK II ASSY	2782
SR9467	1M HEAD SCREW JACK MARK II ASSY	2850
SR9476	16" ALUMINUM TUBE	8
SR9474	4" ALUMINUM TUBE	185
SR9476	6" ALUMINUM TUBE	0
SR9404	CROSS BRACE 10X4	1800
SR9474	CROSS BRACE 7X4	0
SR9055V	BEAM CLIP SCAF SPEC V C/W BT	15
SR981	BASE PLATE (FIXED)	78
SR989	6" RUBBER WHEEL CASTER	4
SRK87001	ADJUSTABLE CG HEAD (3-WAY)	10
SRK87002	PANEL PALLET COLLARGE (6"X6X25)	30
SRLVAC-S	LAYER ADAPTER SWIVEL	181
SRVACW	RIGHT ANGLE WEDGE CLAMP 2" X 2"	14
SRVIB	SCREW JACK W/BASE PLATE 24"	34
SRVJS	SURELOCK SCREW JACK SWIVEL BASE	3
SRSLB10	SURELOCK BRACE 10FT (3.05M)	22
SRSLB54	SURELOCK BRACE 54" (1.63M)	11
SRSEB7	SURELOCK BRACE 7' (2.13M)	131
SRSEB6	SURELOCK BASE COLLAR	45
SRSLDH9	SURELOCK DBL LEDGER 10FT (3.05M)	2
SRSLH10	SURELOCK LEDGER 10FT (3.05M)	17
SRSLH22	SURELOCK LEDGER 2FT (0.65M)	9
SRSLH310	SURELOCK LEDGER 3ET 10' (1.65M)	280
SRSLH35	SURELOCK LEDGER STRWY 3ET 16' (1.7M)	72
SRSLH52	SURELOCK LEDGER 5ET 21M (1.67M)	10
SRSLH70	SURELOCK LEDGER 7ET (2.13M)	480
SRSLSB2B	SURELOCK SIDE BRK 2 1/2" (0.65M)	2
SRSLSB3B	SURELOCK SIDE BRK 3" (0.81M)	3
SRSESP70	PLANK STEEL (SER) 2 1/2"X6"WHR	68

as of 8/10/2010

# Summary ReRent Report

Parameters: Vendor: 106842

Material #	Description	Quantity
SRSLSS70	STAIRWAY STRINGER 7FT (2.13MM)	89
SRSLST	TREAD STAIR SCAFD 6 X 2 MK3	253
SRSLVP33	SURELOCK STANDARD 3FT 3IN(1M)	28
SRSLVP41	SURELOCK STANDARD 4FT 1.5M	30
SRSLVP67	SURELOCK STANDARD 6FT 2IN(2M)	58
SRSLVP910	SURELOCK STANDARD 9FT 10IN(3M)	201
SRSSP10	10' STL/PLANK GALV W/HOOKS	12
SRSSP6	6' STL/PLANK GALV W/HOOKS	5
SRSSP7	7' STL/PLANK GALV W/HOOKS	60
SRSSPS	SYSTEM RACK SMALL	5
SRSSSS	STAIR SECTION SOAF STEEL	10
SRSS7662	GOOSER 10'	6
SRUD3008	METAL BASKET 48X24	20
<b>PO Totals:</b>		<b>145346</b>
<b>Vendor Totals:</b>		<b>145346</b>
<b>Yard Totals:</b>		<b>145346</b>
<b>Report Totals:</b>		<b>145346</b>

## **SCHEDULE B**

### **SARAMIA CRESCENT PROPERTY DETAILS**

**PIN:** 03276 - 0174 LT

**Description:** PCL 11-1 SEC 65M2724; BLK 11 PL 65M2724; S/T LT590331; S/T LT579695  
VAUGHAN

**Address:** 131 Saramia Crescent, Vaughan, Ontario



## SCHEDULE C

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Order") made in an action having Court file number \_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Per: \_\_\_\_\_

Name:

Title:

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

**1033803 ONTARIO INC. and 1087507 ONTARIO LIMITED**

Court File No.: CV-18-608978-00CL

Applicant

Respondents

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

Proceeding commenced at Toronto

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**ORDER  
(Receivership Application)**

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**Goodmans LLP**

Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, ON M5H 2S7

**Howard Wise** (LSO#: 25190F)

**Christopher G. Armstrong** (LSO#: 55148B)

Tel: 416.979.2211

Fax: 416.979.1234

Lawyers for the Applicant

**SCHEDULE “C”**  
**INTERCREDITOR AGREEMENT**  
**[ATTACHED]**

6881020

## INTER-CREDITOR AND CO-OPERATION AGREEMENT

**THIS AGREEMENT** is dated November 19, 2018 with effect from August 8, 2018, between:

**BRIDGING FINANCE INC.**, as agent under the Credit Agreement  
 (“**Bridging**”)

AND:

**ZURICH INSURANCE COMPANY LTD.**  
 (“**Zurich**” and with Bridging, the “**Parties**”)

### WHEREAS:

A. Bondfield Construction Company Limited (“**BCCL**”) and certain of its affiliates have entered into certain bonded construction contracts which are described in Schedule “A” hereto (each a “**Contract**” and together the “**Contracts**”). In connection with the Contracts, Zurich issued certain bonds (each a “**Bond**” and together the “**Bonds**”).

B. The Parties agree that this Agreement shall have no application to the TTC Finch West Contract, which Contract is contemplated to be governed by a separate agreement among the Parties.

C. The Parties have entered into this Agreement to establish co-operation arrangements related to the Contracts and Bondfield.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged by each of the Parties, the Parties agree with each other as follows:

### 1. CERTAIN DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

“**Bondfield**” shall mean BCCL and all of its affiliates.

“**Bridging Indebtedness**” means all indebtedness, liabilities and obligations of Bondfield to Bridging.

“**Collateral**” means all of the present and future undertaking property and assets, whether tangible or intangible, real or personal property of Bondfield that are charged pursuant to the security granted by Bondfield in favour of Bridging, but does not include Contract Funds.

**“Contract Funds”** means, collectively, any and all monies earned (whether past, present or future) payable, owing (whether or not due or payable) or received under or in connection with any Contract from and after the effective date of this Agreement under any theory or right, including monies earned and to be earned, payment of retained percentages and final payments due or to become due under the Contract, and any and all monies due from the owners/obligees under the Contract and the Bonds or any other person in the performance of and under the terms of the Contract of every kind or nature.

**“Credit Agreement”** means that certain credit letter agreement between Bridging, as agent for certain lenders, and BCCL dated July 24, 2017, as amended.

**“Enforcement Event”** means: (i) BCCL ceases to carry on its business in the ordinary course or fails to make any payment contemplated by Schedule “C” hereto as and when due, which payment default is not cured within fifteen (15) days of written notice to BCCL (provided that this Enforcement Event shall not be triggered by any payment default that is being contested by BCCL in good faith); (ii) any proceeding is commenced by or in respect of Bondfield (but excluding 1033803 Ontario Inc. and 1087507 Ontario Limited) pursuant to the *Bankruptcy and Insolvency Act* (including, without limitation, the filing of a notice of intention to make a proposal), the *Companies’ Creditors Arrangement Act*, the *Winding Up and Restructuring Act*, or any other bankruptcy, insolvency or similar law, or any proceeding is commenced seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official over Bondfield (but excluding 1033803 Ontario Inc. and 1087507 Ontario Limited) or any portion of its property, or Bondfield (but excluding 1033803 Ontario Inc. and 1087507 Ontario Limited) makes an assignment in bankruptcy; (iii) any enforcement proceeding is commenced against Bondfield (but excluding 1033803 Ontario Inc. and 1087507 Ontario Limited) seeking the possession, foreclosure, retention, sale or other disposition of, or other proceeding to enforce security in respect of, a material portion of the Collateral (without reference to the Collateral of 1033803 Ontario Inc. and 1087507 Ontario Limited); or (iv) Zurich takes any step to enforce its security in respect of Bondfield or any Collateral.

**“Obsolete Assets”** means all machinery, equipment, inventory, real property and other assets owned by Bondfield that are not required for completion of the Contracts as agreed by Zurich and Bridging, acting reasonably.

**“Proceeds”** means all payments, proceeds and other amounts and consideration payable to or received by Bondfield or any other person in respect of Collateral, in each case net of all third party costs, charges and expenses incurred in connection with marketing and disposing of such Collateral (but excluding any Advisor costs).

**“Shortfall”** means the amount, if any, by which the Contract Costs and Surety Loss for a particular Contract exceed the Contract Funds for such Contract.

“**Surplus**” means the amount, if any, by which the Contract Funds for a particular Contract exceed the Contract Costs and Surety Loss for such Contract.

“**Surety Loss**” means the total amount of payments made by Zurich under any Bonds related to a Contract. Without limiting the generality of the foregoing, Surety Loss includes any Contract Costs paid by Zurich pursuant to a Bond, it being understood that Zurich is not entitled to double recovery for a payment as both Surety Loss and Contract Costs.

“**Zurich Indebtedness**” means all indebtedness, liabilities and obligations of Bondfield to Zurich.

## 2. ACCOUNTS

- 2.1 All Contract Funds shall be deposited into a bank account to be established in the name of Bondfield (the “**Project Account**”) which account shall be designated a trust account. The Project Account shall be used exclusively for the deposit of Contract Funds and the disbursement of the Contract Costs and any Surplus. All Contract Funds deposited into the Project Account and all Contract Costs, Surety Loss and Surplus disbursed from the Project Account shall be separately accounted for by Bondfield on a Contract by Contract basis.
- 2.2 It is the intention of the Parties that: (i) each Contract shall be accounted for separately and a Surplus or Shortfall calculated for each Contract from time to time and upon its completion; and (ii) there shall be no ability for Zurich to set-off or otherwise utilize a Surplus from one Contract to reduce a Shortfall on another Contract.
- 2.3 Solely as a matter of convenience to assist in managing the cash-flow of Bondfield and subject to the provisions of this Section 2.3 and Section 2.4, Contract Funds with respect to a particular Contract may be used on an interim basis to satisfy Contract Costs of another Contract provided that a reconciliation of all Contracts (“**Reconciliation**”) will be performed by Bondfield on a weekly basis and the actual Surplus or Shortfall for each Contract recorded on an ongoing basis. Reconciliations for a given week will be completed by Bondfield by no later than the Friday of the next following week. Upon completion, each Reconciliation will be provided by Bondfield to Bridging and Zurich (including their respective Advisors) for their approval in writing, such approval (absent disagreement) to be provided within ten (10) days of receipt of the Reconciliation.
- 2.4 Within ninety days from substantial performance (as such term is used in the *Construction Act*) of a Contract:
  - (a) the Surplus or Shortfall for such Contract shall be calculated and, in the event of a Surplus, an amount equal to the Surplus (“**Surplus Funds**”) shall be paid to Bridging (or as Bridging may direct in writing) from the Project Account; and

- (b) to the extent there are insufficient funds in the Project Account to satisfy the payment contemplated by the foregoing Section 2.4(a), Zurich shall pay an amount to Bridging equal to the Surplus for such Contract less the amount transferred from the Project Account on account of such Surplus pursuant to the foregoing Section 2.4(a) provided that the cause of the insufficient funds is as a result of the use of the Contract Funds as contemplated in Section 2.3.
- 2.5 To the extent that Zurich incurs any additional Contract Costs or Surety Loss with respect to a Contract after a Surplus for such Contract has been paid to Bridging, Bridging agrees that it will reimburse Zurich for such Contract Costs or Surety Loss (up to a maximum of the Surplus amount for such Contract received by Bridging) within 30 days of written demand by Zurich, which demand shall provide reasonable detail in respect of such additional Contract Costs or Surety Loss. For the avoidance of doubt, in no event shall Bridging's obligation to reimburse Zurich for additional Contract Costs or Surety Losses with respect to a Contract exceed the Surplus for such Contract paid to Bridging.

### **3. APPLICATION OF CONTRACT FUNDS, SURPLUS FUNDS AND PROCEEDS**

#### **3.1 Application of Contract Funds**

All Contract Funds with respect to a given Contract will be applied and distributed, without duplication, as follows:

- (a) first, towards payment of amounts due to contractors, subcontractors and suppliers of services and/or materials (including past due amounts paid by Zurich pursuant to the Bonds) rendered in respect of such Contract (including, for the avoidance of doubt, to any Bondfield affiliates or former affiliates that are subcontractors or suppliers of services and/or materials in respect of a Contract) consistent with the trust provisions of the *Construction Act*;
- (b) second, to Bondfield, to fund its day to day operating expenses with respect to such Contract in such amounts determined necessary and as approved by Zurich and Bridging, each acting reasonably, and consistent with the protocol described on Schedule "B" hereto ((a) and (b) collectively, "**Contract Costs**");
- (c) third, in satisfaction of the Surety Loss for such Contract (but excluding any amounts already paid pursuant to Section 3.1(a) hereof); and
- (d) fourth, in satisfaction of the Surplus for such Contract as contemplated by Section 2.4 hereof.

For the avoidance of doubt:



- (i) The Parties agree that all Contract Funds are trust funds under the *Construction Act* until the trust obligations under the *Construction Act* are satisfied;
- (ii) Bridging shall be solely responsible for all costs and expenses related to any Bondfield unbonded contracts (it being understood and agreed that Bridging shall not have any obligation to fund such costs and expenses);
- (iii) Surplus Funds with respect to a particular Contract may not be used to reduce any Shortfall in respect of another Contract except with the written consent of each of Zurich and Bridging in their respective sole discretion; and
- (iv) the fees and expenses of FAAN Advisors Group Inc. and of any legal, financial or construction advisor retained by Bridging (including Goodmans LLP and KSV Advisory Inc.) (the “**Bridging Advisors**”) or Zurich (including Borden Ladner Gervais LLP, Ernst & Young Inc., BBCG, Vertex, Perini and JS Held (the “**Zurich Advisors**”) and collectively with the Bridging Advisors, the “**Advisors**”) shall not constitute Contract Costs or Surety Loss.

### 3.2 Application of Surplus Funds and other Proceeds

All Surplus Funds and Proceeds will be applied and distributed, without duplication, as follows:

- (a) Surplus Funds will be applied as follows:
  - (i) first, to Bridging in respect of the Bridging Indebtedness until repaid in full;
  - (ii) second, from and after repayment of the Bridging Indebtedness in full, to Zurich in respect of the Zurich Indebtedness until repaid in full; and
  - (iii) third, the balance, if any, to Bondfield, subject to applicable law.
- (b) Proceeds in respect of Obsolete Assets will be applied as follows:
  - (i) first, to Bridging in respect of the Bridging Indebtedness until repaid in full;
  - (ii) second, from and after repayment of the Bridging Indebtedness in full, to Zurich in respect of the Zurich Indebtedness until repaid in full; and
  - (iii) third, the balance, if any, to Bondfield, subject to applicable law.

- (c) Proceeds in respect of any other Collateral other than Surplus Funds and Obsolete Assets will be applied as follows:
  - (i) first, to Bridging in respect of the Bridging Indebtedness until repaid in full;
  - (ii) second, from and after repayment of the Bridging Indebtedness in full, to Zurich in respect of the Zurich Indebtedness until repaid in full; and
  - (iii) third, the balance, if any, to Bondfield, subject to applicable law.
- (d) For the avoidance of doubt, each of Bridging and Zurich shall be entitled to recover the fees and expenses of their respective Advisors pursuant to this Section 3.2 as part of the Bridging Indebtedness and the Zurich Indebtedness, respectively.

#### **4. CO-OPERATION AND COST-SHARING ARRANGEMENTS**

Bridging and Zurich have agreed on the cooperation and cost sharing arrangements set out on Schedule “B” hereto.

Bridging and Zurich have agreed on the operational arrangements set out on Schedule “C” hereto

#### **5. ENFORCEMENT**

Neither Bridging nor Zurich shall take any step to enforce its security in respect of Bondfield, a Contract or Collateral required for completion of a Contract (as agreed between Bridging and Zurich, each acting reasonably) until the earlier of: (i) 365 days from the execution date of this Agreement; and (ii) the occurrence of an Enforcement Event, it being understood and agreed that upon the occurrence of an Enforcement Event, Bridging shall only be entitled to enforce its security against the Bondfield entity or entities or applicable Collateral that are the subject of such Enforcement Event. Nothing in this Agreement shall preclude Bridging from taking steps to enforce its security in respect of any other Collateral. For the avoidance of doubt, nothing herein shall preclude Bridging from enforcing its security in respect of 1033803 Ontario Inc., 1087507 Ontario Limited or the property municipally known as 131 Saramia Crescent, Vaughan, Ontario.

#### **6. LITIGATION**

The Parties intend to continue to evaluate the affirmative claims of Bondfield on the Contracts. During the evaluation period, to the extent the Parties desire Bondfield to pursue an affirmative claim they shall jointly fund the costs of pursuing such claim on a 50/50 basis including any past due legal (for lawyers whose retainers are continued) and consulting accounts. Notwithstanding Section 3.1, any recovery on an affirmative claim shall first be used to reimburse Bridging and Zurich for all litigation costs (legal and expert fees and expenses and any other third party costs associated with the litigation) associated

with recovering an amount related to the affirmative claim. The Parties agree on the following process to evaluate the affirmative claims:

- I. Bridging shall have 120 days from the date hereof to evaluate Bondfield's affirmative claims on a project by project basis and reserves the right to assert the Claims Proceed Position (as defined below).
- II. Zurich will share with Bridging its consultant's preliminary review of Bondfield's claims related to the Fairfield, Kipling Acres, Laurentian, Sheridan, and York projects and any other claim evaluated by Zurich under a common interest privilege agreement ("CIPA").
- III. Bridging will share with Zurich Goodmans' and its consultant's (if one is retained) preliminary review of Bondfield's claims evaluated by Bridging under a CIPA.
- IV. Within the 120 day evaluation period, Bridging will advise Zurich whether it will take the position that any litigation proceeds on account of an affirmative claim will be claimed by Bridging in priority to Contract Costs and Surety Loss (the "**Claims Proceeds Position**").
- V. If Bridging advises Zurich that it will not advance the Claim Proceeds Position with respect to an affirmative claim such that any litigation proceeds from such affirmative claim will be paid in accordance with Section 3.1(a) through (d) after litigation costs of Bridging and Zurich are reimbursed, Zurich shall continue to fund 50% of the costs of litigation relating to that affirmative claim if Bridging commits to funding 50% of the costs of litigation relating to that affirmative claim.
- VI. If Bridging advises Zurich it will be advancing the Claim Proceeds Position with respect to an affirmative claim, Zurich may elect to cease funding the litigation related to such affirmative claim. Further, if Bridging advises Zurich it will be advancing the Claim Proceeds Position, Zurich reserves its rights to argue against the Claims Proceeds Position, even if it agrees to share in the costs to fund the litigation relating to such affirmative claim. The Parties agree that, notwithstanding any other provision hereof, Bridging shall have no obligation to fund any litigation related to any affirmative claim except as it agrees to in its sole discretion.

## 7. ENTIRE AGREEMENT

This Agreement contains the whole agreement between the parties in respect of the subject matter hereof and there are no warranties, representations, terms, conditions or collateral agreements, express, implied or statutory, other than as expressly set forth in this Agreement. This Agreement supersedes all of the terms of any written or oral agreement or understanding between the Parties in relation to the subject matter hereof.

**8. GOVERNING LAW AND SUBMISSION TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the Parties irrevocably submits and attorns to the non-exclusive jurisdiction of the Ontario Superior Court of Justice (Commercial List) to determine all issues, whether at law or in equity, arising from this Agreement unless the issue in dispute is already before another Court prior to August 8, 2018, which other Court shall continue to have jurisdiction to deal with the matter.

**[remainder of page left intentionally blank]**

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

**BRIDGING FINANCE INC., as agent under  
the Credit Agreement**

Per: \_\_\_\_\_

Name:

Title:



NATASHA SHARPE  
CIO

**ZURICH INSURANCE COMPANY LTD.**

Per: \_\_\_\_\_

Name:

Title:


6881154

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

**BRIDGING FINANCE INC., as agent under the  
Credit Agreement**

Per: \_\_\_\_\_  
Name:  
Title:

**ZURICH INSURANCE COMPANY LTD.**

Per:   
Name: Adrian A. Braganza  
Title: Senior Claims Counsel

**Schedule "A"**

**List of Contracts**

**Line Sheet Daily**

ST00074012 - Bondfield Construction Company Limited(Contract)

Distributor:

Bonds with an Effective Date on or after: <All>

Bond Data as of 07/16/2018

Principal Name	Original Inception Date	Effective Date	Expiration Date	Job Description	Primary Oblige	Bond Number
BONDFIELD CONSTRUCTION COMPANY	04/09/2018	04/09/2018	07/30/2019	ST. JOSEPH MORROW PARK CATHOLIC SECONDARY SCHOOL 500 CUMMER AVENUE NORTH YORK, ONTARIO	TORONTO CATHOLIC DISTRICT SCHO	PRF6351114 00
BONDFIELD CONSTRUCTION COMPANY	03/23/2018	03/23/2018	07/23/2019	CLEARVIEW LIBRARY 269 REGINA STREET STAYNER, ONTARIO	TOWNSHIP OF CLEARVIEW	PRF6351098 00
BONDFIELD CONSTRUCTION COMPANY	03/01/2018	03/01/2018	05/31/2019	RFT#: T17-248 VAUGHAN FIRE STATION# 7-4, 835 NASHVILLE ROAD, VAUGHAN, ONTARIO	THE CORPORATION OF THE CITY OF	PRF6351065 00
BRC RESTORATION INC.	02/09/2018	02/09/2018	03/31/2019	5P201-17-5171/A - FORT WELLINGTON NHS FORTIFICATIONS REHABILITATION	HER MAJESTY THE QUEEN IN RIGHT	PRF6351055 00
BONDFIELD CONSTRUCTION COMPANY	11/22/2017	11/22/2017	11/22/2018	GREENWOOD SHOP FAILURE ANALYSIS ROOM	TORONTO TRANSIT COMMISSION	PRF6350245 00
BONDFIELD CONSTRUCTION COMPANY	11/22/2017	11/22/2017	08/31/2018	ST. AUGUSTINE OF CANTERBURY CATHOLIC SCHOOL NEW GYM AND CLASSROOM ADDITION	TORONTO CATHOLIC DISTRICT SCHO	PRF6350248 00
BONDFIELD CONSTRUCTION COMPANY	10/30/2017	10/30/2017	10/31/2019	MINISTRY OF TRANSPORTATION CENTRE FOR EXCELLENCE IN TRANSPORTATION INFRASTRUCTURE	ONTARIO INFRASTRUCTURE AND LAN	PRF6350236 00



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Principal Name	Original Inception Date	Effective Date	Expiration Date	Job Description	Primary Oblige	Bond Number
BONDFIELD MANAGEMENT INC.	10/24/2017	10/24/2017	05/24/2021	TTC WILSON CARHOUSE - TRACKS 15 & 16 EXPANSION & ALTERATIONS	BONDFIELD CONSTRUCTION COMPANY	PRF6350230 00
BRC RESTORATION INC.	10/17/2017	10/17/2017	03/23/2018	EXTERIOR HERITAGE RESTORATION OF THE NORFOLK ARTS CENTRE - PW-FAC-17-27	THE CORPORATION OF NORFOLK COUNTY	PRF6350221 00
BONDFIELD CONSTRUCTION COMPANY	09/11/2017	09/11/2017	06/30/2019	KINGSTON INTERMEDIATE SECONDARY SCHOOL 145 KIRKPATRICK STREET KINGSTON, ONTARIO	LIMESTONE DISTRICT SCHOOL BOARD	PRF6349890 00
BONDFIELD CONSTRUCTION COMPANY	07/28/2017	07/28/2017	07/28/2018	SUNNYBROOK HEALTH SCIENCES CENTRE PROPOSED RENOVATION - B & C WINGS LIFE SAFETY UPGRADES	SUNNYBROOK HEALTH SCIENCE CENT	MNT6350200 00
BONDFIELD CONSTRUCTION COMPANY	07/27/2017	07/27/2017	08/27/2018	OVC ENHANCED CLINICAL LEARNING ADDITION PROJECT 2	UNIVERSITY OF GUELPH	PRF6349859 00
BONDFIELD CONSTRUCTION COMPANY	07/17/2017	07/17/2017	05/13/2019	GLENCAIRN STATION SKYLIGHT REPLACEMENT	TORONTO TRANSIT COMMISSION	PRF6349490 00
BONDFIELD CONSTRUCTION COMPANY	06/20/2017	06/20/2017	06/20/2018	UNION SUBWAY STATION ZONE HUB	TORONTO TRANSIT COMMISSION	PRF6349456 00

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FORMA-CON CONSTRUCTION (A DIVI	05/29/2017	05/29/2017	07/31/2018	CONCRETE FORMWORK/CONC RETE SUPPLY & PLACE AND REBAR INSTALLATION @ AXIS CONDOMINIUM	CENTRECOUR T CONSTRUCTIO N INC.	PRF6349881 00
BONDFIELD CONSTRUCTION COMPANY	05/24/2017	05/24/2017	11/24/2017	PET MRI AND ANIMAL BEHAVIORAL SUITE, SWING PROJECT	SUNNYBROOK HEALTH SCIENCE CENT	PRF6349861 00
BONDFIELD CONSTRUCTION COMPANY	05/16/2017	05/16/2017	09/15/2018	UNIVERSITY OF WATERLOO - STUDENT LIFE CENTRE, PAC ADDITION, 200 UNIVERSITY AVE. W., WATERLOO,	UNIVERSITY OF WATERLOO	PRF6349480 00
BONDFIELD CONSTRUCTION COMPANY	04/24/2017	04/24/2017	04/29/2018	TRENT UNIVERSITY BATA RESEARCH 7 INNOVATION CLUSTER, PETERBOROUGH, ONTARIO	TRENT UNIVERSITY	PRF6348958 00
BONDFIELD CONSTRUCTION COMPANY	03/31/2017	03/31/2017	03/31/2018	THE MINISTRY OF THE ATTORNEY GENERAL 25 GROSVENOR CO- LOCATION PHASE 2	ONTARIO INFRASTRUCT URE AND LAN	PRF6348766 00
BRC RESTORATION INC.	03/06/2017	03/06/2017	03/06/2018	STABILIZATION AND REMEDIAL REPAIRS FOR LOCUST HILL SCHOOL HOUSE 8949 REESOR ROAD	TORONTO AND REGION CONSERVATIO	PRF6348755 00

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BONDFIELD CONSTRUCTION COMPANY	03/01/2017	03/01/2017	08/31/2018	THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE CONSTRUCTION OF A SECOND ICE PAD AT ED S	THE CORPORATION OF THE TOWN OF	PRF6348399 00
BONDFIELD CONSTRUCTION COMPANY	12/28/2016	12/28/2016	02/28/2018	SB-2016-0288, ON-SITE CLINICAL DIALYSIS PROJECT	SUNNYBROOK HEALTH SCIENCE CENT	PRF6349896 00
BONDFIELD CONSTRUCTION COMPANY	12/05/2016	12/05/2016	03/31/2019	DAVISVILLE CARHOUSE - CARHOUSE EXPANSION	TORONTO TRANSIT COMMISSION	PRF6347946 00
BONDFIELD CONSTRUCTION COMPANY	11/01/2016	11/01/2016	05/15/2018	GEORGIAN BAY GENERAL HOSPITAL EMERGENCY DEPARTMENT PHASE 2 1112 ST. ANDREW'S STREET MIDLAND, O	GEORGIAN BAY GENERAL HOSPITAL	PRF6347926 00
BONDFIELD CONSTRUCTION COMPANY	10/27/2016	10/27/2016	12/31/2017	VAUGHAN METROPOLITAN CENTRE BUS TERMINAL AT 170 MILWAY AVENUE IN THE CITY OF VAUGHAN	THE REGIONAL MUNICIPALITY OF Y	PRF6347925 00
BONDFIELD MANAGEMENT INC.	09/21/2016	09/21/2016	09/21/2017	AW1-4 WILSON YARD TRACKS 2 TO 15 SITE PREPARATION	BONDFIELD CONSTRUCTION COMPANY	PRF6347902 00
BRC RESTORATION INC.	08/23/2016	08/23/2016	08/23/2017	EXTERIOR CLADDING IMPROVEMENTS,120 CEDAR STREET SOUTH,TIMMINS, ONTARIO	BROOKFIELD GLOBAL INTEGRATED S	PRF6346835 00

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BONDFIELD CONSTRUCTION COMPANY	07/27/2016	07/27/2016	04/30/2018	CENTENNIAL COLLEGE DOWNSVIEW PARK AEROSPACE CAMPUS	CENTENNIAL COLLEGE	PRF6346820 00
BRC RESTORATION INC.	07/04/2016	07/04/2016	07/04/2017	PAULINE JOHNSON CVS	GRAND ERIE DISTRICT SCHOOL BOA	PRF6346643 00
BONDFIELD CONSTRUCTION COMPANY	06/28/2016	06/28/2016	10/01/2017	PROVISION OF GENERAL CONTRACTING SERVICES FOR THE CONSTRUCTION OF THE NEW OAK RIDGES LIBRARY I	TOWN OF RICHMOND HILL	PRF6346642 00
BONDFIELD CONSTRUCTION COMPANY	06/24/2016	06/24/2016	08/31/2017	AVONDALE PUBLIC SCHOOL- REPLACEMENT SCHOOL	TORONTO DISTRICT SCHOOL BOARD	PRF6346826 00
BONDFIELD CONSTRUCTION COMPANY	06/22/2016	06/22/2016	09/01/2017	THE HOLY TRINITY CATHOLIC SCHOOL 6 COLONEL SAMUEL SMITH PARK DRIVE TORONTO, ONTARIO	TORONTO CATHOLIC DISTRICT SCHO	PRF6346637 00
BONDFIELD CONSTRUCTION COMPANY	06/03/2016	06/03/2016	12/08/2018	GREENWOOD COMPLEX- TRACK & STRUCTURES BUILDING RENOVATION, AND DC PENDENT POWER SUPPLY SYSTEM	TORONTO TRANSIT COMMISSION	PRF6346622 00

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<b>BONDFIELD CONSTRUCTION COMPANY</b>	06/02/2016	06/02/2016	06/30/2018	<b>CONSTRUCT INTEGRA TED HEAL THCARE SERVICES CENTRE, PETAWAWA, ONTARIO- PROJECT NO. IE000666</b>	<b>DEFENCE CONSTRUCTIO N (1951) LI</b>	PRF6346624 00	
BRC RESTORATION INC.	05/24/2016	05/24/2016	05/24/2017	MILLIKEN MILLS COMMUNITY CENTRE EXTERIOR WALL REPAIRS	THE CORPORATION OF THE CITY OF	PRF6346603 00	
BONDFIELD CONSTRUCTION COMPANY	05/05/2016	05/05/2016	05/05/2017	ISLINGTON STATION BUS TRANSFER FACILITY SHORING	TORONTO TRANSIT COMMISSION	PRF6346132 00	
<b>BONDFIELD CONSTRUCTION COMPANY</b>	04/04/2016	04/04/2016	08/01/2017	<b>STEELES WEST STATION-NORTH</b>	<b>TORONTO TRANSIT COMMISSION</b>	PRF6345649 00	
BONDFIELD CONSTRUCTION COMPANY	03/24/2016	03/24/2016	06/30/2017	TYSSE - STRUCTURAL FINISHING	TORONTO TRANSIT COMMISSION	PRF6345642 00	
<b>BONDFIELD CONSTRUCTION COMPANY</b>	03/04/2016	03/04/2016	07/04/2017	<b>ECOLE SECONDAIRE CATHOLIQUE (ESC) SCARBOROUGH</b>	<b>CONSEIL SCOLAIRE DE DISTRICT C</b>	PRF6346108 00	
BONDFIELD CONSTRUCTION COMPANY	12/22/2015	12/22/2015	06/22/2017	ECOLE SECONDAIRE CATHOLIQUE (ESC) PETERBOROUGH	CONSEIL SCOLAIRE DE DISTRICT C	PRF6346109 00	
<b>BONDFIELD CONSTRUCTION COMPANY</b>	11/27/2015	11/27/2015	04/22/2018	<b>EASIER ACCESS PHASE ILL - DUPONT STATION</b>	<b>TORONTO TRANSIT COMMISSION</b>	PRF6345177 00	

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Principal Name	Original Inception Date	Effective Date	Expiration Date	Job Description	Primary Oblige	Bond Number	C
BONDFIELD CONSTRUCTION COMPANY	08/26/2015	08/26/2015	08/26/2016	CONSTRUCTION OF A NEW APPARATUS AND MAINTENANCE FACILITY FOR BRAMPTON FIRE AND EMERGENCY SERVI	THE CORPORATION OF THE CITY OF	PRF6344673 00	
FORMA-CON CONSTRUCTION (A DIVI	08/21/2015	08/21/2015	08/21/2016	CONCRETE FORMWORK & PLACING STEEL, MASSEY HALL, 178 VICTORIA STREET, TORONTO, ONTARIO	THE CORPORATION OF MASSEY HALL	PRF6345192 00	
BONDFIELD CONSTRUCTION COMPANY	08/04/2015	08/04/2015	04/04/2018	UNION STATION REVITALIZATION PROJECT STAGES 2 NAD 3, TORONTO	CITY OF TORONTO	PRF6344652 00	
BONDFIELD CONSTRUCTION COMPANY	07/16/2015	07/16/2015	07/16/2016	NEW ALCONO SOUTH PUBLIC SCHOOL 1701 WEBSTER BLVD., INNISFIL, ONTARIO	SIMCOE COUNTY DISTRICT SCHOOL	PRF6344344 00	
BONDFIELD CONSTRUCTION COMPANY	04/24/2015	04/24/2015	04/24/2017	ST. JOSEPH CARE GROUP SPECIALIZED MENTAL HEALTH REHABILITATION PROGRAM 35 ALGOMA STREET NORTH,	ST. JOSEPH'S CARE GROUP	PRF6343840 00	
BONDFIELD CONSTRUCTION COMPANY	04/17/2015	04/17/2015	11/30/2017	PROPOSED RENOVATIONS-SUNNYBROOK CAMPUS- MORGUE EXPANSION AND CLINICAL LABORATORY SERVICES	SUNNYBROOK HEALTH SCIENCE CENT	PRF6349895 00	

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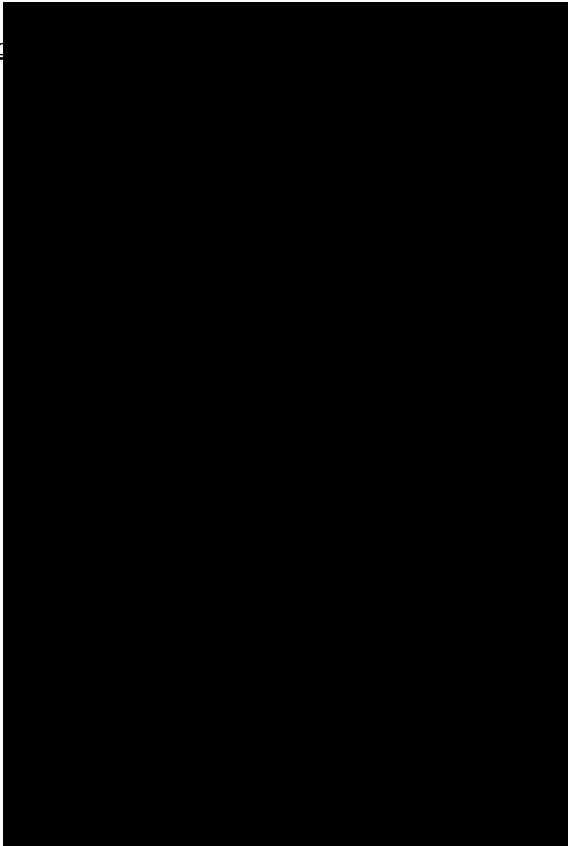
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Principal Name	Original Inception Date	Effective Date	Expiration Date	Job Description	Primary Oblige	Bond Number	C
BONDFIELD CONSTRUCTION COMPANY	03/16/2015	03/16/2015	03/16/2016	NORTH YORK GENERAL HOSPITAL - BRANSON SITE 555 FINCH AVENUE WEST TORONTO, ONTARIO BRANSON SITE	NORTH YORK GENERAL HOSPITAL	PRF6343806	00
BONDFIELD CONSTRUCTION COMPANY	01/27/2015	01/27/2015	09/27/2019	REDEVELOPMENT OF ST. MICHAEL'S HOSPITAL, TORONTO, ON	2442931 ONTARIO INC.	PRF6343517	00
BONDFIELD CONSTRUCTION COMPANY	11/16/2014	11/16/2014	11/16/2015	MAINTAIN AND EXCAVATED MATERIALS STORAGE	YORK UNIVERSITY	PRF6342999	00
BONDFIELD CONSTRUCTION COMPANY	11/07/2014	11/07/2014	02/28/2017	DESIGN AND CONSTRUCTION OF THE ERINOAKSKIDS CENTRE FOR TREATMENT AND DEVELOPMENT REDEVELOPMENT	2433485 ONTARIO INC.	PRF6342994	00
BONDFIELD CONSTRUCTION COMPANY	10/15/2014	10/15/2014	05/31/2016	SHERIDAN COLLEGE HMC PHASE 2 PROJECT	2433486 ONTARIO INC.	PRF6342983	00
BONDFIELD CONSTRUCTION COMPANY	10/10/2014	10/10/2014	10/10/2015	ECOLE SECONDAIRE CATHOLIQUE STOUFFVILLE 276 SUNSET BOULEVARD, STOUFFVILLE, ONTARIO	CONSEIL SCOLAIRE DE DISTRICT C	PRF6342985	00
BONDFIELD CONSTRUCTION COMPANY	10/09/2014	10/09/2014	10/09/2015	CRDIT VALLEY 3 NO. 2 PUBLIC SCHOOL, 145, JORDENSEN DRIVE, BRAMPTON, ONTARIO	PEEL DISTRICT SCHOOL BOARD	PRF6343506	00



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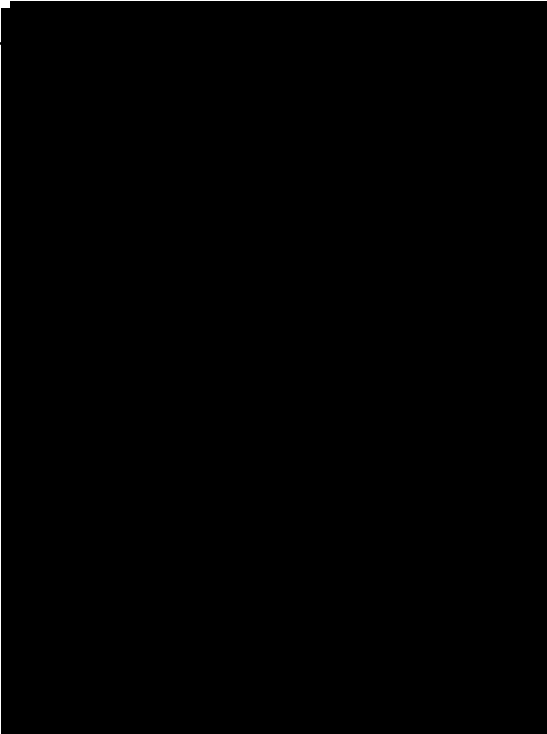
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BONDFIELD CONSTRUCTION COMPANY	09/16/2014	09/16/2014	09/16/2016	FIRE VENTILATION UPGRADE SECOND EXIT/AUTOMATIC ENTRANCE WELLESLEY STATION	TORONTO TRANSIT COMMISSION	PRF6342974 01
BONDFIELD CONSTRUCTION COMPANY	08/28/2014	08/28/2014	03/31/2019	CAMBRIDGE MEMORIAL HOSPITAL CAPITAL REDEVELOPMENT PROJECT	2423402 ONTARIO INC.	PRF6342957 00
BONDFIELD CONSTRUCTION COMPANY	08/28/2014	08/28/2014	03/31/2019	CAMBRIDGE MEMORIAL HOSPITAL CAPITAL REDEVELOPMENT PROJECT	2423402 ONTARIO INC.	PRF6342958 00
BONDFIELD CONSTRUCTION COMPANY	08/14/2014	08/14/2014	08/14/2018	HAWKESBURY & DISTRICT GENERAL HOSPITAL REDEVELOPMENT PROJECT	2423403 ONTARIO INC.	PRF6342541 00
BONDFIELD CONSTRUCTION COMPANY	08/14/2014	08/14/2014	08/14/2018	HAWKESBURY & DISTRICT GENERAL HOSPITAL REDEVELOPMENT PROJECT	2423403 ONTARIO INC.	PRF6342544 00
BONDFIELD CONSTRUCTION COMPANY	07/24/2014	07/24/2014	01/31/2016	TYSSE WILSON YARD MODIFICATIONS - SITE SERVICES STAGE 2	TORONTO TRANSIT COMMISSION	PRF6342538 00
BONDFIELD CONSTRUCTION COMPANY	06/23/2014	06/23/2014	11/30/2015	CONSTRUCTION OF THE NEW GORE MEADOWS COMMUNITY CENTRE AND LIBRARY - PHASE 2 (AQUATICS AND FITN	THE CORPORATION OF THE CITY OF	PRF6342513 00





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BONDFIELD CONSTRUCTION COMPANY	06/19/2014	06/19/2014	06/19/2015	INTERIOR RENOVATION & ADDITION PROJECT AT SWANSEA JUNIOR AND SENIOR PUBLIC SCHOOL	TORONTO DISTRICT SCHOOL BOARD	PRF6342532 00
BONDFIELD CONSTRUCTION COMPANY	06/19/2014	06/19/2014	06/19/2015	INTERIOR RENOVATION & ADDITION PROJECT AT KEELE STREET PUBLIC SCHOOL, 99 MOUNTAINVIEW AVENUE,	TORONTO DISTRICT SCHOOL BOARD	PRF6342533 00
BONDFIELD CONSTRUCTION COMPANY	05/22/2014	05/22/2014	01/31/2016	CONTRACT FOR REDEVELOPMENT OF KIPLING ACRES LONG TERM CARE HOME (PHASE 2) CITY OF TORONTO	CITY OF TORONTO	PRF6342512 00
BONDFIELD CONSTRUCTION COMPANY	02/17/2014	02/17/2014	02/17/2016	LAURENTIAN ARCHITECTURE LAURENTIENNE PHASE 2 AND 2B	LAURENTIAN UNIVERSITY	PRF6341428 01
BONDFIELD CONSTRUCTION COMPANY	11/19/2013	11/19/2013	11/19/2014	INTERIOR FIT-UP FOR THE HALTON MCMASTER FAMILY MEDICINE CENTRE AT JOSEPH BRANT HOSPITAL BURLIN	MCMASTER UNIVERSITY	PRF6341417 00
BONDFIELD CONSTRUCTION COMPANY	11/01/2013	11/01/2013	11/01/2014	SPRINGDALE 703 PUBLIC SCHOOL 40 ROSS DRIVE BRAMPTON, ONTARIO	PEEL DISTRICT SCHOOL BOARD	PRF6341416 00

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BONDFIELD CONSTRUCTION COMPANY	10/30/2013	10/30/2013	04/30/2015	CONSTRUCTION OF THE SOUTHEAST COMMUNITY CENTRE AND LIBRARY	THE CORPORATION OF THE CITY OF	PRF6341075 00	
BONDFIELD CONSTRUCTION COMPANY	10/04/2013	10/04/2013	06/07/2015	ST. MAURICE AND ST. VERENA COPTIC ORTHODOX CHURCH, 330 HWY 7 EAST MARKHAM, ON	ST. MAURICE AND ST. VERENA COP	PRF6341055 00	
BONDFIELD CONSTRUCTION COMPANY	08/21/2013	08/21/2013	06/30/2015	L.R. WILSON HALL FOR STUDIES IN HUMANITIES AND SOCIAL SCIENCES MCMASTER UNIVERSITY, 1280 MAIN	MCMASTER UNIVERSITY	PRF6340533 00	
BONDFIELD CONSTRUCTION COMPANY	08/06/2013	08/06/2013	09/30/2014	AIRCRAFT ARRESTOR SYSTEM 8 WING TRENTON, ONTARIO	DEFENCE CONSTRUCTION (1951) LI	PRF6340514 00	
BONDFIELD CONSTRUCTION COMPANY	06/17/2013	06/17/2013	06/17/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS 745 SMYTH ROAD, OTTAWA, ONTARIO	POTENTIA SOLAR INC.	PRF6339937 00	
BONDFIELD CONSTRUCTION COMPANY	06/14/2013	06/14/2013	09/15/2014	CONSTRUCTION OF THE NEW WATERDOWN LIBRARY AND CIVIC CENTRE	CITY OF HAMILTON	PRF6340052 00	
BONDFIELD CONSTRUCTION COMPANY	06/13/2013	06/13/2013	06/13/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 4131 BROCK ROAD, UXBRIDGE, ONTARIO	POTENTIA SOLAR INC.	PRF6339940 00	

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BONDFIELD CONSTRUCTION COMPANY	06/10/2013	06/10/2013	06/10/2014	1660 PRINCE OF WALES RAOD, OTTAWA, ONTARIO	POTENTIA SOLAR INC.	PRF6339935 00
BONDFIELD CONSTRUCTION COMPANY	06/06/2013	06/06/2013	06/06/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 901 JULIANA DRIVE, WOODSTOCK, ON	POTENTIA SOLAR INC.	PRF6340517 00
BONDFIELD CONSTRUCTION COMPANY	06/06/2013	06/06/2013	06/06/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 3020 HAWTHORNE ROAD, BLDG 700, OTTAWA, ON	POTENTIA SOLAR INC.	PRF6340518 00
BONDFIELD CONSTRUCTION COMPANY	06/06/2013	06/06/2013	06/06/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 3020 HAWTHORNE ROAD, BLDG 200, OTTAWA, ON	POTENTIA SOLAR INC.	PRF6340520 00
BONDFIELD CONSTRUCTION COMPANY	06/06/2013	06/06/2013	06/06/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 100 TRAINYARDS DRIVE, OTTAWA, ON	POTENTIA SOLAR INC.	PRF6340521 00
BONDFIELD CONSTRUCTION COMPANY	06/06/2013	06/06/2013	06/06/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 125 MCGOVERN DRIVE, CAMBRIDGE, ON	POTENTIA SOLAR INC.	PRF6340522 00
BONDFIELD CONSTRUCTION COMPANY	06/06/2013	06/06/2013	06/06/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 3430 SERVICE ROAD, BURLINGTON, ON	POTENTIA SOLAR INC.	PRF6340523 00

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BONDFIELD CONSTRUCTION COMPANY	06/06/2013	06/06/2013	06/06/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 125 FERRIS DRIVE, NORTH BAY, ON	POTENTIA SOLAR INC.	PRF6340524 00	
BONDFIELD CONSTRUCTION COMPANY	06/06/2013	06/06/2013	06/06/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT HOME DEPOT 49 FOURTH STREET, ORANGEVILLE	POTENTIA SOLAR INC.	PRF6340543 00	
BONDFIELD CONSTRUCTION COMPANY	06/06/2013	06/06/2013	06/06/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT HOME DEPOT 1925 DIVISION ROAD, WINDSOR, ON	POTENTIA SOLAR INC.	PRF6340544 00	
BONDFIELD CONSTRUCTION COMPANY	06/06/2013	06/06/2013	06/06/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT HOME DEPOT 140 NORTHVIEW BLVD., WOODBRIDGE, ON	POTENTIA SOLAR INC.	PRF6340546 00	
BONDFIELD CONSTRUCTION COMPANY	06/06/2013	06/06/2013	06/06/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT HOME DEPOT 6630 TECUMSEH ROAD EAST, WINDSOR, ON	POTENTIA SOLAR INC.	PRF6341053 00	
FORMA-CON CONSTRUCTION (A DIVI	06/05/2013	06/05/2013	06/05/2014	TTC WILSON CARHOUSE NORTH EXTENSION	BUTTCON LIMITED	PRF6340509 01	
BONDFIELD CONSTRUCTION COMPANY	05/31/2013	05/31/2013	09/30/2015	ENGINEERING, PROCUREMENT AND CONSTRUCTION OF A GROUND MOUNT SOLAR PHOTOVOLTAIC ELECTRICITY GEN	CANADIAN SOLAR SOLUTIONS INC.	PRF6340538 00	

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BONDFIELD CONSTRUCTION COMPANY	05/27/2013	05/27/2013	05/27/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 2280-2300 STEVENAGE ROAD, OTTAWA, ONTARIO	POTENTIA SOLAR INC.	PRF6339919 00	
BONDFIELD CONSTRUCTION COMPANY	05/23/2013	05/23/2013	05/23/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 3210 SWANSEA CRESCENT, OTTAWA, ON	POTENTIA SOLAR INC.	PRF6339920 00	
BONDFIELD CONSTRUCTION COMPANY	05/23/2013	05/23/2013	05/23/2014	SUPPLY AND INSTALLATION OF SOLAR	POTENTIA SOLAR INC.	PRF6339921 00	
BONDFIELD CONSTRUCTION COMPANY	05/15/2013	05/15/2013	05/15/2014	NEW ATC FACILITY	TORONTO TRANSIT COMMISSION	PRF6339329 00	
BONDFIELD CONSTRUCTION COMPANY	05/15/2013	05/15/2013	05/15/2014	CONSTRUCTION OF A NEW UNDERGROUND COMBINED SEWER OVERFLOW TANK IN CHARLES CACCIA PARK WITH A S	CITY OF TORONTO	PRF6339333 00	
BONDFIELD CONSTRUCTION COMPANY	05/13/2013	05/13/2013	05/13/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 2760 CEDARVIEW ROAD, OTTAWA, ONTARIO	POTENTIA SOLAR INC.	PRF6339918 00	
BONDFIELD CONSTRUCTION COMPANY	05/10/2013	05/10/2013	06/30/2015	THE GLOBAL INNOVATION EXCHANGE, WILFRID LAURIER UNIVERSITY 64 UNIVERSITY AVENUE WEST WATERLOO,	WILFRID LAURIER UNIVERSITY	PRF6339331 00	

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Principal Name	Original Inception Date	Effective Date	Expiration Date	Job Description	Primary Oblige	Bond Number	C
BONDFIELD CONSTRUCTION COMPANY	05/10/2013	05/10/2013	05/10/2014	1901 EGLINTON AVENUE EAST, TORONTO, ONTARIO	POTENTIA SOLAR INC.	PRF6339917 00	
BONDFIELD CONSTRUCTION COMPANY	05/08/2013	05/08/2013	05/08/2014	1229 HWY #17, KENORA, ONTARIO	POTENTIA SOLAR INC.	PRF6339922 00	
BONDFIELD CONSTRUCTION COMPANY	05/07/2013	05/07/2013	12/01/2014	MOUNTAINSIDE POOL AND ARENA REVITALIZATION	THE CORPORATION OF THE CITY OF	PRF6339330 00	
BONDFIELD CONSTRUCTION COMPANY	05/06/2013	05/06/2013	05/06/2014	SUPPLY AND INSTALL SOLAR PANELS AT 430 HOLLAND STREET WEST, BRADFORD, ONTARIO	POTENTIA SOLAR INC.	PRF6339913 00	
BONDFIELD CONSTRUCTION COMPANY	05/01/2013	05/01/2013	05/01/2014	450 MUSKOKA ROAD, BOX 1260, BRACEBRIDGE, ONTARIO	POTENTIA SOLAR INC.	PRF6339923 00	
BONDFIELD CONSTRUCTION COMPANY	04/29/2013	04/29/2013	04/29/2014	SUPPLY AND INSTALL SOLAR PANELS AT 100 THAMES ROAD, EXETER, ONTARIO	POTENTIA SOLAR INC.	PRF6339914 00	
BONDFIELD CONSTRUCTION COMPANY	04/25/2013	04/25/2013	04/25/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 3595 HWY 144 CHELMSFORD, ONTARIO	POTENTIA SOLAR INC.	PRF6339912 00	
BONDFIELD CONSTRUCTION COMPANY	04/24/2013	04/24/2013	06/30/2015	ST. JOSEPH'S CARE GROUP, THUNDER BAY CENTRE OF EXCELLENCE FOR INTEGRATED SENIOR'S SERVICES - L	ST. JOSEPH'S CARE GROUP	PRF6339343 00	

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BONDFIELD CONSTRUCTION COMPANY	04/23/2013	04/23/2013	04/23/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 14700 YONGE STREET, AURORA, ONTARIO	POTENTIA SOLAR INC.	PRF6339909 00
BONDFIELD CONSTRUCTION COMPANY	04/18/2013	04/18/2013	04/18/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 74 MCNAUGHTON AVENUE, WALLACEBURG, ONTARIO	POTENTIA SOLAR INC.	PRF6339911 00
BONDFIELD CONSTRUCTION COMPANY	04/17/2013	04/17/2013	04/17/2014	210 LESMILL ROAD NORTH YORK, ONTARIO	POTENTIA (000068-210 LESMILL)	PRF6339302 00
BONDFIELD CONSTRUCTION COMPANY	04/16/2013	04/16/2013	04/16/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 8505 TECUMSEH ROAD, WINDSOR, ONTARIO	POTENTIA SOLAR INC.	PRF6339908 00
BONDFIELD CONSTRUCTION COMPANY	03/19/2013	03/19/2013	03/19/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 5300 CANOTEK ROAD, OTTAWA, ONTARIO	POTENTIA SOLAR INC.	PRF6339915 00
BONDFIELD CONSTRUCTION COMPANY	03/18/2013	03/18/2013	03/18/2014	MAPLE GO STATION BUILDING REHABILITATION	METROLINX	PRF6339000 00
BONDFIELD CONSTRUCTION COMPANY	03/18/2013	03/18/2013	03/18/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 800-830 INDUSTRIAL AVENUE, OTTAWA, ONTARIO	POTENTIA SOLAR INC.	PRF6339910 00

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BONDFIELD CONSTRUCTION COMPANY	03/18/2013	03/18/2013	03/18/2014	SUPPLY AND INSTALLATION OF SOLAR PANELS AT 855 INDUSTRIAL AVENUE, OTTAWA, ONTARIO	POTENTIA SOLAR INC.	PRF6339916 00
BONDFIELD CONSTRUCTION COMPANY	03/12/2013	03/12/2013	03/12/2014	HMFHC/JBH PHASE 1 REDEVELOPMENT	JOSEPH BRANT MEMORIAL HOSPITAL	PRF6339029 00
BONDFIELD CONSTRUCTION COMPANY	02/27/2013	02/27/2013	02/27/2014	1125 ELGIN STREET WEST COBOURG, ONTARIO (CANADIAN TIRE STORE #23)	POTENTIA SOLAR HOLDINGS LIMITE	PRF6339040 00
BONDFIELD CONSTRUCTION COMPANY	02/27/2013	02/27/2013	02/27/2014	30 LYNDEN ROAD BRANTFORD, ONTARIO (CANADIAN TIRE STORE #664)	POTENTIA SOLAR HOLDINGS LIMITE	PRF6339041 00
BONDFIELD CONSTRUCTION COMPANY	02/27/2013	02/27/2013	02/27/2014	1050 O'BRIEN ROAD RENFREW, ONTARIO (CANADIAN TIRE STORE #86)	POTENTIA SOLAR INC.	PRF6339049 00
BONDFIELD CONSTRUCTION COMPANY	02/27/2013	02/27/2013	02/27/2014	4150 WALKERS ROAD WINDSOR, ONTARIO (CANADIAN TIRE STORE #236)	POTENTIA SOLAR INC.	PRF6339300 00
BONDFIELD CONSTRUCTION COMPANY	02/27/2013	02/27/2013	02/27/2014	155 CONSUMERS DRIVE WHITBY, ONTARIO (CANADIAN TIRE STORE #187)	POTENTIA SOLAR INC.	PRF6339301 00



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BONDFIELD CONSTRUCTION COMPANY	02/06/2013	02/06/2013	02/06/2014	INTERIOR FIT-UP OF EXISTING 3RD FLOOR SHELL AND PARKING LOT ADDITION FOR THE YORK REGIONAL POL	THE REGIONAL MUNICIPALITY OF Y	PRF6339015 00
BONDFIELD CONSTRUCTION COMPANY	12/14/2012	12/14/2012	10/01/2014	PARKWAY FOREST COMMUNITY CENTRE 55-59 FOREST MANOR ROAD TORONTO, ONTARIO	EL-AD CANADA OPERATIONS INC.	PRF6339003 00
BONDFIELD CONSTRUCTION COMPANY	11/29/2012	11/29/2012	06/28/2014	TORONTO-YORK SPADINA SUBWAY EXTENSION - WILSON YARD MODIFICATIONS - SITE SERVICES STAGE 1	TORONTO TRANSIT COMMISSION	PRF6338519 00
BONDFIELD CONSTRUCTION COMPANY	11/07/2012	11/07/2012	11/07/2015	CONSTRUCT HANGAR 6 TRENTON, ON	DEFENCE CONSTRUCTION (1951) LI	PRF6338507 00
BONDFIELD CONSTRUCTION COMPANY	09/06/2012	09/06/2012	08/31/2014	PAN/PARPAN AMERICAN TORONTO 2015 GAMES FACILITIES: MARKHAM PAN AM CENTRE, ETOBICOKE OLYMPIUM A	2338301 ONTARIO INC.	PRF6338255 00
BONDFIELD CONSTRUCTION COMPANY	08/31/2012	08/31/2012	03/31/2015	CONSTRUCTION OF THE NEW FAIRVIEW LODGE LONG-TERM CARE HOME INCLUDING DEMOLITION OF THE EXISTNG	THE REGIONAL MUNICIPALITY OF D	PRF6338260 00

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BONDFIELD CONSTRUCTION COMPANY	08/29/2012	08/29/2012	08/29/2014	SUPPLY OF ALL MATERIALS, EQUIPMENT, LABOUR AND SUPERVISION REQUIRED FOR THE CORPORATION OF THE	CITY OF TORONTO	PRF6338276	00
BONDFIELD CONSTRUCTION COMPANY	07/31/2012	07/31/2012	07/31/2013	OUR LADY OF GRACE CATHOLIC ELEMENTARY SCHOOL	SIMCOE MUSKOKA CATHOLIC DISTRI	PRF6337767	00
BONDFIELD CONSTRUCTION COMPANY	07/27/2012	07/27/2012	07/27/2013	TCP \$22,793,129 - STATION BLDG RELOCATION AT BURLINGTON GO STATION	METROLINX - GO TRANSIT	PRF6337757	00
BONDFIELD CONSTRUCTION COMPANY	06/27/2012	06/27/2012	09/30/2013	CONSTRUCTION OF FORT YORK BATHURST LIBRARY, TORONTO, ONTARIO	TORONTO PUBLIC LIBRARY	PRF6338273	00
BONDFIELD CONSTRUCTION	06/11/2012	06/11/2012	08/30/2013	TCP \$15,909,641 - ECOLE ELEMENTAIRE ET SECONDAIRE DE PICKERING 2235 BROCK ROAD PICKERING, ONTA	CONSEIL SCOLAIRE VIAMONDE	PRF6337752	00
BONDFIELD CONSTRUCTION	06/06/2012	06/06/2012	06/06/2013	TCP \$105,732 - CONSTRUCTION OF THE 50 KW AC CAPACITY, PV ARRAY CAPACITY OF 71.76 KW DC P	POTENTIA SOLAR INC.	PRF6337738	00

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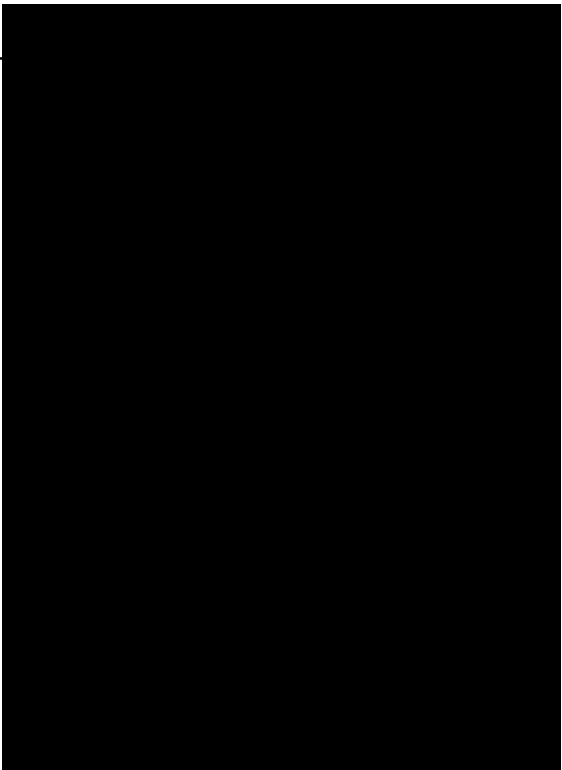
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BONDFIELD CONSTRUCTION COMPANY	06/06/2012	06/06/2012	06/06/2013	TCP \$109,353 - INSTALLATION OF SOLAR PANELS AT 2413 STEVENAGE DR., OTTAWA, ONTARIO	POTENTIA SOLAR INC.	PRF6337740 00
BONDFIELD CONSTRUCTION COMPANY	06/06/2012	06/06/2012	06/06/2013	TCP \$109,515 - INSTALLATION OF SOLAR PANELS AT 2415 STEVENAGE DR., OTTAWA, ONTARIO	POTENTIA SOLAR INC.	PRF6337741 00
BONDFIELD CONSTRUCTION COMPANY	06/06/2012	06/06/2012	06/06/2013	TCP \$176,521 - INSTALLATION OF SOLAR PANELS AT 1257 ALGOMA ROAD, OTTAWA, ONTARIO	POTENTIA SOLAR INC.	PRF6337742 00
BONDFIELD CONSTRUCTION COMPANY	06/06/2012	06/06/2012	06/06/2013	CONSTRUCTION OF THE 50 KW AC CAPACITY, PV ARRAY CAPACITY OF 71.76 KW DC, SWANSE CRESCENT, OTTA	POTENTIA SOLAR INC.	PRF6337744 00
BONDFIELD CONSTRUCTION COMPANY	06/06/2012	06/06/2012	06/06/2013	TCP \$174,488 - CONSTRUCTION OF THE 100 KW AC CAPACITY, PV ARRAY CAPACITY OF 130.0 KW DC	POTENTIA SOLAR INC.	PRF6337745 00
BONDFIELD CONSTRUCTION COMPANY	05/04/2012	05/04/2012	09/04/2013	TCP \$12,340,491 ADDITION AND RENOVATION TO BAYVIEWGLEN PRIVATE SCHOOL, TORONTO, ON	MOATFIELD FOUNDATION OPERATING	PRF6337143 00



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BONDFIELD CONSTRUCTION	04/19/2012	04/19/2012	04/19/2014	TCP \$40,736,458 - CONSTRUCTION OF CLARKSON GO STATION MULTILEVEL PARKING STRUCTURE, MISSI	METROLINX	PRF6336595 00
BONDFIELD CONSTRUCTION COMPANY	04/18/2012	04/18/2012	04/18/2014	MAINTAIN AN EXCAVATED MATERIALS STORAGE SITE AT YORK UNIVERSITY, TORONTO, ONTARIO	YORK UNIVERSITY	PRF6336591 00
BONDFIELD CONSTRUCTION	02/22/2012	02/22/2012	02/22/2014	TCP \$44,480,825 - CONSTRUCTION OF PICKERING GO STATION PARKING GARAGE, PICKERING, ONTARIO	METROLINX - GO TRANSIT	PRF6336563 00
FORMA-CON CONSTRUCTION	01/25/2012	01/25/2012	01/25/2013	TCP \$3,338,423 - FORMWORK FOR 132 BERKELEY ST. PROJ. TORONTO, PROJ. NO 30417	BIRD CONSTRUCTION COMPANY	PRF6336594 00
BMC MASONRY (A DIVISION OF)	12/01/2011	12/01/2011	07/01/2015	TCP \$1,419,770 - CONCRETE MASONRY UNIT WORK FOR WOMEN'S COLLEGE HOSPITAL - TORONTO, ONTARIO	WALSH CONSTRUCTION N/BONDFIELD	PRF6336247 00

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BONDFIELD CONSTRUCTION COMPANY	11/18/2011	11/18/2011	11/18/2013	TCP \$19,298,156 - PROJ #R.043794.001 - KINGSTON (BATH), ONTARIO C.S.C. BATH INSTITUTION, CON	PUBLIC WORKS & GOVERNMENT	PRF6336234 00
BONDFIELD CONSTRUCTION COMPANY	10/26/2011	10/26/2011	10/26/2013	TCP \$21,760,504 - PARKWAY FOREST REURBANIZATION BLOCK E - RENTAL REPLACEMENT BLDGS E1 NORTH	EL-AD CANADA INC.	PRF6336226 00
BONDFIELD CONSTRUCTION COMPANY	10/07/2011	10/07/2011	10/07/2012	TCP \$9,701,442 - CONSTRUCTION OF VELLORE VILLAGE #2 CATHOLIC ELEM SCHOOL, VAUGHAN, ONTARIO	YORK CATHOLIC DISTRICT	PRF6336224 00
BONDFIELD CONSTRUCTION COMPANY	08/05/2011	08/05/2011	08/05/2013	RTCP \$37,088,464- DESIGN/BUILD KANATA NORTH RECREATION COMPLEX, A/P \$9145 PER RIDER #1	CITY OF OTTAWA	PRF6335658 00
BONDFIELD CONSTRUCTION COMPANY	07/18/2011	07/18/2011	07/18/2012	TCP \$4,508,670 - MISSISSAUGA ACADEMY OF MEDICINE CREDIT VALLEY HOSPITAL	THE CREDIT VALLEY HOSPITAL	PRF6335091 00
BONDFIELD CONSTRUCTION COMPANY	07/14/2011	07/14/2011	07/14/2012	TCP \$13,521,623 - CONSTRUCTION OF KINGSTON EAST ELEM SCH, KINGSTON, ON	LIMESTONE DISTRICT SCH. BOARD	PRF6335663 00

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BONDFIELD CONSTRUCTION COMPANY	06/22/2011	06/22/2011	06/22/2012	TCP \$16,188,783 - CONSTRUCTION OF HOLY CROSS CATHOLIC ELEM SCHOOL, SAULT STE. MARIE, ONTA	HURON SUPERIOR CATHOLIC	PRF6335062 00
BONDFIELD CONSTRUCTION CO. LTD	04/06/2011	04/06/2011	07/06/2013	TCP 101,851,094 - CONSTRUCTION OF SOUTH WEST DETENTION CENTRE, WINDSON, ONTARIO	SWDC LP	PRF6333994 00
BONDFIELD CONSTRUCTION COMPANY	03/21/2011	03/21/2011	08/30/2012	TCP \$34,287,852 - BRAM EAST SECONDARY SCHOOL BRAMPTON, ONTARIO	PEEL DISTRICT SCHOOL BOARD	PRF6334583 00
FORMA-CON CONSTRUCTION	02/03/2011	02/03/2011	01/03/2015	TCP \$25,407,973 - FORMWORK WOMEN'S COLL HOSP. BOND #6334691 HAS BEEN USED FOR BILLING PURP	WALSH CONSTRUCTION	PRF6333967 00
B.B.M. EXCAVATION COMPANY LTD.	02/01/2011	02/01/2011	07/01/2013	TCP \$2,345,264 - EXCAVATION AND BACKFILL FOR WOMEN'S COLLEGE HOSPITAL, TORONTO, ONTARIO	WALSH CONSTRUCTION/BONDFIELD	PRF6333963 00

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BONDFIELD CONSTRUCTION COMPANY	11/30/2010	11/30/2010	11/30/2011	TCP - \$10,276,145.00, REENA COMMUNITY RESIDENCT @ JOSEPH/WOLF LEBOVIC CAMPUS 49	REENA COMMUNITY RESIDENCE	PRF6333732 00
BONDFIELD CONSTRUCTION	11/15/2010	11/15/2010	11/15/2011	TCP \$8,611,469 - CONSTRUCTION OF ST. BERNARD'S CATHOLIC ELEMENTARY SCHOOL, ORILLIA, ONTARIO	SIMCOE MUSKOKA CATHOLIC	PRF6333725 00
BONDFIELD CONSTRUCTION	11/15/2010	11/15/2010	11/15/2011	TCP \$8,605,096 - CONSTRUCTION OF OUR LADY OF LOURDES CATHOLIC ELEMENTARY SCHOOL, BRAMPTON	DUFFERIN-PEEL CATHOLIC	PRF6333737 00
BONDFIELD CONSTRUCTION	09/21/2010	09/21/2010	09/21/2012	TCP \$13,835,794 - WESTMOUNT RECREATION CENTRE 35 LYNNBROOK DR., HAMILTON, ONTARIO	CITY OF HAMILTON	PRF6333188 00
BONDFIELD CONSTRUCTION	08/11/2010	08/11/2010	10/11/2011	TCP \$19,168,240 - CONSTRUCTION OF ROYAL VICTORIA HOSPITAL ROTARY PLACE, BARRIE, ONTARIO	ROYAL VICTORIA HOSPITAL	PRF6333161 00

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BONDFIELD CONSTRUCTION	07/28/2010	07/28/2010	09/28/2012	TCP \$40,048,091 - WOODWARD AVE. WWTP PRIMARY CLARIFIER & DISINFECTION UPGRADES, HAMILTON,	THE CITY OF HAMILTON	PRF6332548 00
BONDFIELD CONSTRUCTION	07/05/2010	07/05/2010	07/05/2012	TCP \$47,514,113 - RENOVATION TO SUNNYBROOK CAMPUS "M" WING & "S" WING, TORONTO, ONTARIO	SUNNYBROOK HEALTH SCIENCES	PRF6333717 00
BONDFIELD CONSTRUCTION	05/11/2010	05/11/2010	05/11/2011	TCP \$17,306,667 - ST. CATHARINES AQUATIC CENTRE & LIBRARY 425 CARLTON ST., ST. CATHARINES, O	THE CORPORATION OF THE	PRF6332078 00
BONDFIELD CONSTRUCTION CO. LTD	05/11/2010	05/11/2010	05/11/2011	TCP \$26,139,203 - CONSTRUCTION OF CARLISLE STREET PARKING GARAGE, ST. CATHARINES, ON	THE CORPORATION OF THE CITY	PRF6332082 00
BONDFIELD CONSTRUCTION COMPANY	04/22/2010	04/22/2010	04/22/2012	TCP \$25,386,173 - CONSTRUCTION OF DURHAM ABILITIES CENTRE, WHITBY, ONTARIO	ABILITIES CENTRE	PRF6332065 00
BONDFIELD CONSTRUCTION	03/11/2010	03/11/2010	03/11/2011	REVISED TCP \$13,599,229 - UNIV OF GUELPH ENGINEERINCOMP LEX - ADDITION & RENOVATION, PHASE 1	UNIVERSITY OF GUELPH	PRF6331719 00



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BONDFIELD CONSTRUCTION CO. LTD	02/25/2010	02/25/2010	02/25/2011	TCP \$10,479,406 - FA.49.276-10 PORT CREDIT MEMORIAL ARENA REDEVELOPMENT 40 STAVEBANK CI	THE CORPORATION OF THE	PRF6331707 00	
BONDFILED CONSTRUCTION CO. LTD	12/18/2009	12/18/2009	12/18/2010	TCP \$38,696,144 - CONSTRUCTION OF NEW NORTH ST. 7-12 SCH (SUPERIOR HEIGHTS COLLEGIATE & VOC	ALGOMA DISTRICT SCHOOL BOARD	PRF6331441 00	
BONDFIELD CONSTRUCTION CO, LTD	11/27/2009	11/27/2009	11/27/2010	TCP \$9,895,454 - HEALTH SERVICES BUILDING - MARKHAM STOUFFVILLE HOSPITAL	MARKHAM STOUFFVILLE HOSP CORP.	PRF6331444 00	
BONDFIELD CONSTRUCTION CO. LTD	10/26/2009	10/26/2009	10/26/2010	TCP \$6,206,897 - ST. ANTHONY CATHOLIC ELEM SCHOOL REPLACEMENT, BRAMPTON, ON	THE DUFFERIN-PEEL CATHOLIC	PRF6331405 00	
BONDFIELD CONSTRUCTION CO, LTD	10/02/2009	10/02/2009	04/02/2011	TCP \$17,832,240 - ALGOMA PUBLIC HEALTH (APH) - NEW FACILITY 294 WILLOW AVE SAULT STE. MARIE, ON	THE CORPORATION OF THE CITY	PRF6330850 00	
BONDFIELD CONSTRUCTION	08/05/2009	08/05/2009	04/30/2012	TCP \$88,001,589 - MILLIKEN PUMPING STATION & RESERVOIR EXPANSION - REF FILE NO. A0501-929	CITY OF TORONTO	PRF6330577 00	

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BONDFIELD CONSTRUCTION	06/04/2009	06/04/2009	05/04/2012	TCP \$72,014,147 - WINDSOR WESTERN HOSPITAL REDEVELOPMENT, WINDSOR, ON	2205234 ONTARIO INC.	PRF6330325	00
BONDFIELD CONSTRUCTION	04/23/2009	04/23/2009	04/23/2011	TCP \$47,848,806 - CONSTRUCTION OF YORK REGIONAL POLICE INVESTIGATE SERVICES & SUPPORT SERVIC	THE REGIONAL MUNICIPALITY	PRF6329892	00
BONDFIELD CONSTRUCTION	04/23/2009	04/23/2009	04/23/2010	TCP \$26,226,790 - CONVERSION & RENOVATION OF EXISTING BLDG INTO YORK TRANSIT OPERATIONS &	THE REGIONAL MUNICIPALITY	PRF6329893	00
BONDFIELD CONSTRUCTION	04/15/2009	04/15/2009	04/15/2010	TCP \$13,921,309 - CONSTRUCTION OF PARKING GARAGE 3 AT SUNNYBROOK HOSPITAL, TORONTO, ON	SUNNYBROOK HEALTH SCIENCES	PRF6329899	00
BONDFIELD CONSTRUCTION	04/14/2009	04/14/2009	04/14/2010	TCP \$7,199,099 - KIPLING STATION EAST ENTRANCE, TORONTO, ON TENDER NO. T11PM08825	TORONTO TRANSIT COMMISSION	PRF6329861	00
BONDFIELD CONSTRUCTION	04/06/2009	04/06/2009	04/06/2010	TCP \$4,073,165 - ADDITION & RENOVATIONS TO KENNEDY PUBLIC SCHOOL, TORONTO, ON	TORONTO DISTRICT SCHOOL BOARD	PRF6329898	00

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BONDFIELD CONSTRUCTION	02/03/2009	02/03/2009	08/03/2011	TCP \$38,882,140 - DUFFERIN RESERVOIR EXPANSION PHASE 2, VAUGHAN, ON	CITY OF TORONTO	PRF6329880	00
<b>BONDFIELD CONSTRUCTION</b>	<b>01/22/2009</b>	<b>01/22/2009</b>	<b>01/22/2011</b>	<b>TCP \$41,187,218 - CONSTRUCTION OF YWCA ELM CENTRE, TORONTO, ON</b>		<b>PRF6329059</b>	<b>00</b>
BONDFIELD CONSTRUCTION COMPANY	12/17/2008	12/17/2008	12/17/2009	THE CONSTRUCTION OF A MOBILE GENERATORS PAD AND OFFICE TRAILERS COMPOUND AT THE ASHBRIDGES BAY	CITY OF TORONTO	PRF6329030	00
BONDFIELD CONSTRUCTION	12/15/2008	12/15/2008	12/15/2009	PETER MUNK CARDIAC CENTRE HEMODIALYSIS PHASE 2 UHN TORONTO GENERAL HOSPITAL	UNIVERSITY HEALTH NETWORK	PRF6328737	00
<b>BONDFIELD CONSTRUCTION</b>	<b>12/15/2008</b>	<b>12/15/2008</b>	<b>12/15/2010</b>	<b>TCP \$58,172,880 - NIAGARA CONVENTION &amp; CIVIC CENTRE</b>		<b>PRF6329078</b>	<b>00</b>
BONDFIELD CONSTRUCTION	10/24/2008	10/24/2008	04/24/2010	PIONEER MANOR "B" WING REDEVELOPMENT PHASE 2 A/P \$79,861 BOND REISSUED TO REFLECT GSTIN C	THE CITY OF GREATER SUDBURY	PRF6328710	00

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Bond Data as of 07/16/2018

Principal Name	Original Inception Date	Effective Date	Expiration Date	Job Description	Primary Oblige	Bond Number	C
B.B.M. EXCAVATION COMPANY LTD.	10/23/2008	10/23/2008	10/23/2009	EASTERN AVENUE PEDESTRIAN BRIDGE WEST DON LANDS CHERRY STREET & MILL STREET, TORONTO, ON	ELITE CONSTRUCTION INC.	PRF6328724	00
BONDFIELD CONSTRUCTION	10/14/2008	10/14/2008	10/14/2009	MULTI-PURPOSE OPERATING ROOM UHN - TORONTO GENERAL HOSPITAL	UNIVERSITY OF HEALTH NETWORK	PRF6328716	00
BONDFIELD CONSTRUCTION	09/26/2008	09/26/2008	09/26/2009	DAVID SUZUKI PUBLIC SCHOOL MARKHAM, ON	YORK REGION DISTRICT	PRF6328732	00
BONDFIELD CONSTRUCTION	07/15/2008	07/15/2008	11/30/2009	ENGINEERING V BLDG. UNIV. OF WATERLOO 200 UNIV. AVE. WATERLOO, ON	UNIVERSITY OF WATERLOO	PRF6328156	00
BONDFIELD CONSTRUCTION	06/18/2008	06/18/2008	06/18/2009	KING CITY PUBLIC SCHOOL 25 KING BLVD, KING CITY, ON	YORK REGION DISTRICT	PRF6328196	00
BONDFIELD CONSTRUCTION	05/30/2008	05/30/2008	05/30/2011	CREDIT VALLEY HOSPITAL REDEVELOPMENT PROJECT PHASE II, MISSISSAUGA, ON	2164980 ONTARIO INC.	PRF6327615	00
FORMA-CON CONSTRUCTION	02/14/2008	02/14/2008	02/14/2009	FORMWORK FOR 60 RICHMOND STREET EAST, TORONTO, ON	TORONTO COMMUNITY HOUSING	PRF6326905	00

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ST00074012 - Bondfield Construction Company Limited(Contract)

Distributor:

Bonds with an Effective Date on or after: <All>

Bond Data as of 07/16/2018

Principal Name	Original Inception Date	Effective Date	Expiration Date	Job Description	Primary Oblige	Bond Number	C
BONDFIELD CONSTRUCTION COMPANY	10/29/2007	10/29/2007	06/29/2010	RUNNYMEDE HEALTHCARE CENTRE REDEVELOPMENT PROJECT TORONTO, ONTARIO	RUNNYMEDE HEALTHCARE CENTRE	PRF6326422	00
B.B.M. EXCAVATION	10/16/2007	10/16/2007	10/16/2008	FLOOD PROTECTION LAND FORM, WEST DON LANDS TENDER PACKAGE- 1P SURCHARGE W/FLOOD PROTECTION LAN	ELITE CONSTRUCTIO N INC.	PRF6326427	00
BONDFIELD CONST CO LTD	10/10/2007	10/10/2007	12/31/2008	ST. JOSEPH'S HEALTH CENTRE, CONTINUING CARE ADDITION 64 BED COMPLEX 700 PARIS ST, SUDBUR	ST. JOSEPH'S HEALTH CENTE	PRF6326141	00
FORMA-CON CONSTRUCTION	09/19/2007	09/19/2007	09/19/2008	TORONTO FILM STUDIOS- FILMPORT PHASE 1 TORONTO, ONBLOCK 3, FORMWORK & REINFORCING STEEL	TORONTO FILM STUDIOS INC	PRF6326121	00
BONDFIELD CONST CO LTD	09/14/2007	09/14/2007	09/14/2008	DIALYSIS UNIT AT ROSS MEMORIAL HOSPITAL	ROSE MEMORIAL HOSPITAL	PRF6326128	00
BONDFIELD CONSTRUCTION	08/28/2007	08/28/2007	08/28/2008	BLOCK 6 ELEM SCH 191 WALNUT ST. S. BLOCK 17 ELEM SCH 40 LOTTERIDGE ST., HAMILTON, ON	HAMILTON- WENTWORTH DISTRICT	PRF6326104	00

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BONDFIELD CONSTRUCTION	08/21/2007	08/21/2007	02/21/2009	18 MONTH TERM	LONDON PLOICE SEVICES BOARD	PRF6325698 00
BONDFIELD CONSTRUCTION	07/20/2007	07/20/2007	07/20/2008	LONDON POLICE SERVICES HEADQUARTERS EXPANSIO	UNIVERSITY OF WATERLOO	PRF6325668 00
BONDFIELD CONSTRUCTION	07/09/2007	07/09/2007	01/09/2009	UNIVERSITY OF WATERLOO, PAS BLDG ADDITION, 200 UNIVERSITY, WATERLOO, ON	NIAGARA FALLS BRIDGE	PRF6325666 00
BONDFIELD CONSTRUCTION	07/09/2007	07/09/2007	01/09/2009	QUEENSTON PLAZA, PHASE ONE REDEVELOPMENT TP4-TOLL R/P DUE TO ADJ IN RATE FOR EXTENDED WARRANY	REGIONAL MUNICIPALITY	PRF6324985 00
BONDFIELD CONSTRUCTION	06/13/2007	06/13/2007	06/13/2008	CONTRACT # T-07-07 R/P \$7,679 - INCORRECT RATE USED	BIRD CONSTRUCTIO N CO	PRF6324987 00
FORMA-CON CONSTRUCTION	04/03/2007	04/03/2007	06/18/2008	CONCRETE FORMING & PLACING & FINISHING CONCRETE GTA YOUTH CENTRE 205 MCLAUGHLIN RD SOUTH	THE CORP OF THE CITY OF	PRF6324732 00
BONDFIELD CONST CO LTD	03/01/2007	03/01/2007	03/01/2009	CLARENCE-ROCKLAND RECREATIONAL & CULTURAL COMPLEX	UNIVERSITY OF WATERLOO	PRF6324716 00
BONDFIELD CONSTRUCTION CO LTD	02/20/2007	02/20/2007	02/20/2008	SCHOOL OF ACCOUNTANCY UNIVERSITY OF WATERLOO CAMPUS		

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Bond Data as of 07/16/2018

Principal Name	Original Inception Date	Effective Date	Expiration Date	Job Description	Primary Oblige	Bond Number
BONDFIELD CONSTRUCTION	01/29/2007	01/29/2007	01/29/2008	SPRINGDALE NORTH #3 PUBLIC SCHOOL 10 FATHER TOBIN ROAD, BRAMPTON, ON	PEEL DISTRICT SCHOOL BOARD	PRF6324749 00
FORMA-CON CONSTRUCTION	01/18/2007	01/18/2007	01/18/2008	CONCRETE, FORMING & PLACING JAMES CARDINAL MCGUIGAN CATHOLIC HIGH SCHOOL TORONTO, ON	GENIVAR CONSTRUCTION LTD	PRF6324703 00
BONDFIELD CONSTRUCTION	01/11/2007	01/11/2007	01/11/2008	FATHER FRANCIS MCSPIRITT CATHOLIC SCHOOL (PREVIOUSLY KNOWN AS BRAM EAST #1 ELEMENTARY	DUFFERIN-PEEL CATHOLIC	PRF6324348 00
BONDFIELD CONST CO LTD	01/01/2006	01/01/2007	01/01/2008	VARIOUS AP \$46,604	VARIOUS	BID6317324 01
BONDFIELD CONSTRUCTION CO	12/12/2006	12/12/2006	06/30/2008	18 MONTH TERM MATTAWA GENERAL HOSPITAL 217 TURCOTTE PARK R	MATTAWA GENERAL HOSPITAL	PRF6324336 00
BONDFIELD CONST CO LTD	10/06/2006	10/06/2006	04/06/2008	RICHMOND HILL THEATRE	THE CORP OF THE TOWN OF	PRF6324079 00
BONDFIELD CONST CO LTD	08/10/2006	08/10/2006	08/10/2008	SHERDAN VILLA LONG TERM CARE RENOVATIONS PROJECTS 2 YEAR TERM	THE REGIONAL MUNICIPALITY OF	PRF6323735 00
BONDFIELD CONST CO	07/07/2006	07/07/2006	04/07/2008	JOINT USE REGIONAL & POLICE FACILITY	THE REGIONAL MUNICIPALITY OF	PRF6323709 00

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Bond Data as of 07/16/2018

Principal Name	Original Inception Date	Effective Date	Expiration Date	Job Description	Primary Oblige	Bond Number
BONDFIELD CONST CO LTD.	04/10/2006	04/10/2006	07/04/2007	15 MONTH TERM  CONSTRUCT NEW PROGRAMS BLDG & STRIP ENTRANCE	HER MAJ THE QUEEN IN RIGHT OF	PRF6322845 00
BONDFIELD CONSTRUCTION CO	02/20/2006	02/20/2006	02/20/2007	CONSTRUCTION MANAGEMENT SERVICES, COURT HOUSE ADDITION CORNWALL COURT HOUSE PRJT #X65098	ONTARIO REALTY CORP	PRF6322528 00
BONDFIELD CONSTRUCTION CO	02/10/2006	02/10/2006	07/01/2007	HOLLY COMMUNITY CENTRE 171 MAPLETON AVE BARRIE, ON	THE CORPORATION OF THE CITY	PRF6322533 00
BONDFIELD CONSTRUCTION CO LTD	01/12/2006	01/12/2006	08/31/2008	ST. JOSEPH'S CONTINUING CARE CENTRE 14 YORK ST., CORNWALL, ON // 24 MONTH TERM.	ZURICH INSURANCE CO	PRF6322597 00
BONDFIELD CONST CO LTD	11/22/2005	11/22/2005	11/22/2006	ST. LUCY CATHOLIC ELEMENTARY SCHOOL, 25 KANATA ROAD, BRAMPTON, ON	DUFFERIN PEEL CATHOLIC DIST	PRF6322321 00
BONDFIELD CONST CO LTD	11/22/2005	11/22/2005	11/22/2006	ST. ALBERT OF JERUSALEM ELEMENTARY SCHOOL ADDITION 7185 ROSEHURST DR., MISSISSAUGA, ON	DUFFERIN PEEL CATHOLIC	PRF6322323 00



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Bond Data as of 07/16/2018

<u>Principal Name</u>	<u>Original Inception Date</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Job Description</u>	<u>Primary Oblige</u>	<u>Bond Number</u>
BONDFIELD CONST CO LTD	11/14/2005	11/14/2005	11/14/2008	PHASE ONE REDEVELOPMENT ADDITIONS & ALTERATIONS YORK CENTRAL HOSPITAL RICHMOND HILL, ONTARIO	YORK CENTRAL HOSPITAL	PRF6322310 00

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Bond Data as of 07/16/2018

Principal Name	Original Inception Date	Effective Date	Expiration Date	Job Description	Primary Oblige	Bond Number
BONDFIELD CONST CO LTD	10/03/2005	10/03/2005	12/31/2006	CONSTRUCTION OF STICKWOOD WALKER RECREATION FACILITY, NEWMARKET, ON	TOWN OF NEWMARKET	PRF6324327 00
BONDFIELD CONST CO LTD	09/28/2005	09/28/2005	09/28/2006	ST. TIMOTHY CATHOLIC ELEMENTARY SCHOOL REPLACEMENT 2214 CLFF ROAD MISSISSAUGA, ON	DUFFERN PEEL CATHOLIC DIST	PRF6322322 00
BONDFIELD CONSTRUCTION	09/16/2005	09/16/2005	11/30/2006	CONSTRUCTION OF BLUE WILLOW TERRACE APARTMENT BUILDING & SENIORS ACTIVITY CENTRE, VAUGHAN,	THE REGIONAL MUNICIPALITY	PRF6321598 00

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Bonds with an Effective Date on or after: <All>

Bond Data as of 07/16/2018

Principal Name	Original Inception Date	Effective Date	Expiration Date	Job Description	Primary Oblige	Bond Number
BONDFIELD CONSTRUCTION	08/18/2005	08/18/2005	12/31/2006	BRACEBRIDGE & MUSKOKA LAKES SECONDARY SCHOOL & BRACEBRIDGE RECREATION CENTRE, JOINT USE PRO	TRILLIUM LAKELANDS DIST SCH	PRF6321567 00
BONDFIELD CONST CO LTD	06/14/2005	06/14/2005	12/17/2007	CONSTRUCTION OF RESIDUE MANAGEMENT FACILITIES @ THE R.L. CLARK FILTRATION PLANT TERM 30 MO	CITY OF TORONTO CITY HALL,	PRF6320886 00
BONDFIELD CONST CO LTD	06/14/2005	06/14/2005	12/14/2008	REFURBISHING OF DIGESTERS 1-8 AT THE ASHBRIDGE BAY TREATMENT PLANT // TERM 42 MONTHS	CITY OF TORONTO CITY HALL, W	PRF6321231 00
BONDFIELD CONSTRUCTION	05/20/2005	05/20/2005	05/20/2006	SAULT STE. MARIE EVENT CENTRE PROJECT NUMBER: 0447	THE CORPORATION OF THE CITY	PRF6320870 00
BONDFIELD CONST CO LTD	05/10/2005	05/10/2005	05/10/2007	CSC COLLIN BAY INSTITUTION- CONSTRUCT NEW LIVING B/O PREM S/B \$107,448	HER MAJ THE QUEEN IN RIGHT OF	PRF6320852 00
BONDFIELD CONSTRUCTION CO LTD	04/08/2005	04/08/2005	04/08/2007	KIRKLAND LAKE GRADE 7-12 SCHOOL, ALLEN AVENUE KIRKLAND LAND	DISTRICT SCHOOL BOARD ONTARIO	PRF6320364 00
BONDFIELD CONSTCI CO LTD	03/30/2005	03/30/2005	03/30/2006	UNNAMED PRK RIDGE PUBLIC SCHOOL, 1555 COLDSTREAM DR., OSHAWA, ON	DURHAM DISTRICT SCHOOL BOARD	PRF6320357 00

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Bond Data as of 07/16/2018

Principal Name	Original Inception Date	Effective Date	Expiration Date	Job Description	Primary Oblige	Bond Number
BONDFIELD CONSTRUCTION CO	03/04/2005	03/04/2005	03/04/2006	CHRUHILL MEADOWS #3 JUNIOR PUBLIC SCHOOL, 3240 ERIN CENTRE BLVD MISSSSAUGA, ON	BONDFIELD CONSTRUCTION CO LTD	PRF6320340 00
BONDFIELD CONST CO LTD	02/02/2005	02/02/2005	02/02/2006	THE ONTARIO VETERINARY COLLEGE CLINICAL RESERCH 2 BLDG MCGILVRAYST., UNIVERSITY OF GUELPH, ON	THE UNIVERSITY OF GUELPH	PRF6320144 00
BONDFIELD CONSTRUCTION CO LTD	01/17/2005	01/17/2005	01/17/2006	SPRINGDALE CENTRAL #2 JUNIOR PUBLIC SCHOOL 286 SUNNYMEADOW BLVD., BRAMPTON, ON	PEEL DISTRICT SCHOOL BOARD	PRF6320133 00
FORMA-CON CONSTRUCTION A DIV	01/06/2005	01/06/2005	01/06/2006	RIVERSIDE CONDOMINIUMS 2464 WESTON RD TORONTO, ONTARIO	WESTON ON THE HUMBER INC.	PRF6320128 00
BONDFIELD CONST. CO. LTD.	12/22/2004	12/22/2004	12/22/2005	SHERIDAN INSTITUTE OF TECHNOLOGY & ADVANCED LEARNING, CWING EXPANSION 7899 MCLAUGHLING R	SHERIDAN COLLEGE	PRF6320124 00
BONDFIELD CONST CO LTD.	12/06/2004	12/06/2004	12/06/2005	PROVINCIAL OFFENCES COURT FACILITY	CITY OF MISSISSAUGA	PRF6320105 00
FORMA-CON CONST(A DIV OF	10/13/2004	10/13/2004	10/13/2005	TORONTO POLICE SERVICE 43 DIVISION & AMBULANCE FACILITY	LEDCOR CONST LTD	PRF6319852 00

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Bond Data as of 07/16/2018

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BONDFIELD CONST CO LTD	09/27/2004	09/27/2004	09/27/2005	CONSTRUCTION OF AURORA RECREATIN COMPLEX, AP \$6,194 BOND & CONT AMT INCR	TOWN OF AURORA	PRF6319440 00
BONDFIELD CONST CO. LTD.	08/23/2004	08/23/2004	11/01/2005	CENTRE WELLINGTON COMMUNITY COMPLEX, BELSYDE AVE., FERGUS, ON	TOWNSHIP OF CENTRE WELLINGTON	PRF6319415 00
BONDFIELD CONSTRUCTION CO LTD	08/19/2004	08/19/2004	08/19/2005	CONTRACT # T-04-29. TRANSPORTATION 7 WORKS REGIONAL OPERATIONS CENTRE, E. GWILLIMBURY,	REGIONAL MUNICIPALITY OF YORK	PRF6319403 00
BONDFIELD CONSTRUCTION CO LTD	08/19/2004	08/19/2004	12/01/2005	WELLINGTON TERRACE LONG TERM CARE FACILITY, COUNTY RD 18, ELORA, ON	THE CORP OF THE COUNTY OF	PRF6319404 00
BONDFIELD CONSTRUCTION CO.	07/07/2004	07/07/2004	07/07/2005	LAKEVIEW MANOR REBUILD, BEAVERTON, ON	REGIONAL MUNICIPALITY OF	PRF6319174 00
BONDFIELD CONSTRUCTION CO.	06/29/2004	06/29/2004	06/29/2006	"C" WING REDVLPMNT PROJECT @ QUINTE HEALTHCARE CORP-TRENTON MEMORIAL HOSPITAL, TRENTON , ON	QUINTE HEALTHCARE CORP	PRF6319173 00

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Bond Data as of 07/16/2018

Principal Name	Original Inception Date	Effective Date	Expiration Date	Job Description	Primary Oblige	Bond Number
BONDFIELD CONSTRUCTION CO.	06/24/2004	06/24/2004	06/24/2005	CONSTRUCTION OF BAYVIEW NORTH #3 UNNAMED ELEMENTARY SCHOOL, RICHMOND HILL, ON	YORK REGION DISTRICT SCHOOL	PRF6319166 00
BONDFIELD CONSTRUCTION CO.	04/14/2004	04/14/2004	04/14/2005	SPINE INSTITUTE/SPECIALIZED OUT PATIENT CLINIC AT THE TRILIUM HEALTH CENTRE, 150 SHERWAY DR.,	TRILIUM HEALTH CENTRE	PRF6318440 00
BONDFIELD CONSTRUCTION CO LTD	03/26/2004	03/26/2004	03/26/2005	CLARINGTON CENTRAL SECONDARY SCHOOL, CLARINGTON BLVD., BOWMANVILLE, ON	KAWARTHA PINE RIDGE DISTRICT	PRF6318424 00
BONDFIELD CONSTRUCTION CO	03/01/2004	03/01/2004	03/01/2005	BISHOP TONNOS CATHOLIC SECONDARY SCHOOL PANABAKER DR. & GARNER RD., ANCASTER, ON	HAMILTON-WENTWORTH CATHOLIC	PRF6318053 00
BONDFIELD CONSTRUCTION CO LTD	01/16/2004	01/16/2004	01/16/2005	BRAMWEST PUBLIC SCHOOL, PANTOMINE BLVD. BRAMPTON, ON	PEEL DISTRICT SCHOOL BOARD	PRF6318403 00
BONDFIELD CONSTRUCTION CO LTD	11/21/2003	11/21/2003	11/21/2004	MCPALL MEMORIAL SCHOOL, FLESHERTON, ON	BLUEWATER DISTRICT SCHOOL	PRF6318812 00

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BONDFIELD CONSTRUCTION CO.LTD	11/07/2003	11/07/2003	11/07/2005	CONSTRUCTION OF SMITHS FALLS & DISTRICT COLLEGIATE INSTITUTE, SMITHS FALLS, ON	UPPER CANADA DISTRICT BOARD	PRF6317789 00
BONDFIELD CONSTRUCTION CO LTD	11/07/2003	11/07/2003	11/07/2004	CARPENTER NEIGHBOURHOOD CATHOLIC ELEMENTARY SCHOOL GARTH ST., HAMILTON, ONC	HAMILTON-WENTWORTH ROMAN	PRF6318847 00
BONDFIELD CONSTRUCTION CO.LTD.	10/01/2003	10/01/2003	10/01/2004	WELLAND CIVIC SQUARE, NEW CITY HALL & LIBRARY, WELLEND, ON	CITY OF WELLAND	PRF6317344 00
BONDFIELD CONSTRUCTION CO LTD	09/30/2003	09/30/2003	09/30/2004	TRILLIUM HEALTH CENTRE, WEST WING - PACKAGE 1A DEMOLITION/SITE SERVICES, 100 THE QUEENSWAY	TRILLIUM HEALTH CENTRE	PRF6317343 00

Total Contract Bonds: 264

30,194,219 4,257,354,688 1,807,826,958

**Schedule "B"**

**Cost Sharing and Cooperation**



## Process for Cash Flow and Disbursement Review

The principal purpose of this document is to describe how disbursements will be reviewed and allocated among the projects in order to calculate potential “surplus”.

This document is for accounting purposes only.

Certain concepts in this document are only relevant until November 19, 2018, being the proposed receivership date of 1033083 Ontario Inc. (o/a Forma Con and Forma Finishing) (“Forma Con”).

This document will not require KSV Kofman Inc. (“KSV”), in its capacity as proposed court-appointed receiver and manager (the “Receiver”) of Forma Con to fund any disbursements set out in this document. The Receiver will not pay for any expenses unless it authorizes the payment of those expenses in advance.

Neither E&Y, KSV nor FAAN shall have any personal or corporate liability in connection with this document and it is acknowledged that after November 19, 2018, KSV shall be the Receiver.

Nothing in this document shall obligate the Receiver to pay any pre-filing obligations of Forma Con.

### **A. Disbursements**

#### **Regular Disbursements**

Bondfield will provide a list of proposed disbursements to EY and KSV as required, organized on a project by project basis.

The proposed disbursements list will be provided with all the relevant documentation to support each disbursement for review by EY and KSV. Unless related to general overhead, the documentation must include sufficient support so that it can be confirmed which payments relate to bonded vs non-bonded projects.

No disbursements are to be made until EY/Zurich and KSV/Bridging complete its review. FAAN is to be directed to comply with this arrangement.

Note where a disbursement may apply to more than one legal entity (such as general overhead expenses) and the allocation of the disbursement is known at the time of the payment (refer to section C below and Appendix A), the respective portions of the disbursement should be made from each legal entity’s bank account or, if any expenses are required to be made by Formacon, the Receiver will have the expense funded, as applicable.

### **B. Daily Bank Balances and Activity**

Bondfield will provide to KSV and EY the daily bank activity and bank balances for the previous business day by the end of the following business day. All project receipts will be identified as bonded or non-bonded. KSV and EY will be provided electronic access to the bank accounts to be able to view the bank activity.

## C. Cash Flow Actuals Reporting

### Weekly Actual Cash Flow Reporting by Entity and Bonded vs. Non-Bonded Projects

A variance analysis for Actual Cash Flows compared to forecast for each week will be provided to EY/KSV by the Friday of the following week for review and comment, with a reconciliation of all items on the previous week's disbursement list. If a 13 week cash flow forecast is not yet available, then at least a reporting of the actual cash flows (with no comparison to a forecast) for each entity on a bonded vs. non-bonded basis will be provided. In preparing the reporting for the Actual Cash Flows, Bondfield will incorporate the following allocations:

- Any receipts or disbursements that are directly attributable to a construction project will be allocated to that project. The cash flows for all the bonded projects of each legal entity will be grouped together, as will the cash flows for all the non-bonded projects of each legal entity.
- The disbursements for payroll, benefits, source deductions and union dues for each BCCL, 352021 Ontario Limited, BMC, BBM, Formacon and Forma Finishing will be allocated between bonded and non-bonded cash flows based on the actual time incurred on each of their projects. Support will be provided by Bondfield, to KSV and EY (after being vetted by FAAN) for the allocation of these disbursements in the same format as has been provided to date.
  - If payments are being made for union dues or benefits related to a month that is not the current month, then they will be allocated according to the payroll timesheets for the relevant month to which they relate.
- For all other disbursements such as the below, please refer to the methodology set out in Appendix A (the Proposed Allocation Methodology for General Overhead):
  - disbursements for payroll, benefits, and source deductions for Bondfield Management (BMI);
  - the weekly disbursements related to Payments for Priority Amounts – Arrears;
  - disbursements for other general expenses, administrative expenses and overhead.

### Project by Project Reporting

On Friday of each week, Bondfield will provide a notional subledger for every bonded project and non-bonded project that will record all the receipts and disbursements (directly attributable or allocated) for every bonded and non-bonded project from the previous week. An accounting for any surplus or shortfall in respect of the projects shall be maintained.

- For items that are not directly attributable to individual projects, please refer to the methodology set out in Appendix A

The purpose of this project by project accounting is to maintain the trust as required by the *Ontario Construction Act*.

Each of FAAN, EY and KSV will review the notional subledgers, including all directly attributable receipts and disbursements, and allocated disbursements so that all three parties can reach agreement on the accounting. Any differences will need to be resolved in order to mitigate any later disputes regarding the net cash flow of each project, and all three parties should sign off on the subledgers at the end of each week. It is acknowledged that neither KSV nor EY have signed off on any subledgers to date.

## **D. Cash Flow Forecast Reporting**

Bondfield will provide at minimum a two week detailed cash flow forecast on a regular basis or as requested which will include:

- Detail of disbursements and receipts for each legal entity and notionally segregated (whether directly attributable or allocated) between bonded project cash flows and non-bonded project cash flows.
- An opening cash flow position that reconciles to the daily bank balance and activity reporting that has been previously provided.

## **E. Other Information Sharing**

### **Payments Status of Bonded Claims**

Zurich will provide to Bondfield on a monthly basis at minimum a list of the claim amounts by payee for each bonded project that it has paid.

Bondfield will relieve its Accounts Payable for these payments and set up a new payable to Zurich for these same amounts. Bondfield will provide to EY and KSV a report from JONAS showing that these amounts have been appropriately recorded in respect of amounts paid by Zurich.

### **Cross-Advisor Liaising**

EY and KSV will meet, in person or by phone, as required to share any issues or concerns that have been discovered by either party during the week with respect to cash flows, disbursements, or any other matters that could be viewed as potentially important to the other party. EY and KSV shall cooperate throughout the course of this mandate.

## **Appendix A: Proposed Accounting Allocation Methodology for General Overhead**

General overhead is understood to be comprised of the following sub-categories:

- A. Payroll, Benefits, Source Deductions for BMI - Bondfield Management
- B. General and unallocated operating expenses
- C. Priority Amounts - Arrears
- D. Equipment Leases and Other Pre-Authorized Payments
- E. Professional Fees
- F. Contingencies

For each of the above categories, a proposed allocation methodology between all of the bonded and non-bonded projects for each entity has been outlined below.

### **A. Payroll, Benefits, Source Deductions for Bondfield Management (BMI)**

BMI personnel are understood to be employed by BCCL and are comprised of the following groups of employees:

- Executives
- Accounting and Finance department
- General Administration
- Estimators
- Marketing
- Project Managers, supervisors, coordinators
- Legal
- Safety

The employee costs related to Executives, Accounting and Finance department, General Administration, Legal and Safety should be allocated across all of the bonded and non-bonded projects for each entity based on the Expected Revenue left to bill, as of August 31, 2018. Once KSV is appointed Receiver, the analysis should be updated for expected revenue left to bill as of date of KSV's appointment. This allocation will be reviewed by EY and KSV together on a periodic basis, as requested by either party.

The employee costs related to estimators and marketing staff up to November 19, 2018 will be split 50/50 between bonded projects and non-bonded projects. After such date, the costs for these staff will have to be addressed with Bondfield management. No costs for estimators and marketing staff will be required to be paid by the Receiver.

The Employee costs related to Project Managers, supervisors, coordinators should be allocated based on the projects. The allocation will need to be revised as of the receivership date.

## B. General and unallocated operating expenses

These are comprised of the following types of expenses with the following allocations:

EXPENSE TYPE	ALLOCATION METHODOLOGY
General Maintenance – computers, building, equipment, etc.	To be allocated across all of the bonded and non-bonded projects for each entity based on the Expected Revenue left to Bill, as of August 31, 2018. This will be updated on November 19, 2018 to reflect that Forma Con will be in receivership. None of these expenses will be allocated to Forma Con as of the receivership date, unless such costs are directly related to the receivership period and incurred by Formacon (i.e. Formacon will be responsible for the use of any leased assets it requires for non-bonded projects).
Premises Expenses – rent, utilities, office supplies, telephones,	
Bank Service Charges	
Marketing Expenses – Entertainment/meals, Charitable donations, employee meals/entertainment, promotion	All expenses of this nature up to November 19, 2018 will be split 50/50 between bonded projects and non-bonded projects. After the receivership date, these costs will be fully allocated to Bondfield

## C. Priority Amounts - Arrears

These are comprised of weekly and biweekly payments to CRA, in accordance with a payment plan agreed upon with CRA, with respect to unremitted payroll source deductions beginning in 2017, or any other updated payment plans agreed with CRA. The below chart excludes any payments relating to unremitted HST and WSIB. As of the receivership date, any amounts required to be funded by Forma Con will be discontinued and any amounts then outstanding will be a claim in the receivership.

CRA Account Number	Legal Entity	Amount	Timing
100577162RP0001	BCCL	75,000	Weekly
135726081RT0001	1033803 Ont - FC/FF	250,000	Weekly
119868230RP0001	352021 ONT	75,000	Weekly
875433807RP0001	BMC	75,000	Bi-weekly

These payments should be allocated across all of the bonded and non-bonded projects for each legal entity based upon the actual split of payroll between the projects for the year-to-date as of August 2018. This basis will be reviewed by EY and KSV together on a periodic basis, as requested by either party.

WSIB arrears and HST will be allocated on the same basis.

## **D. Equipment Leases and Other Pre-Authorized Payments**

These are comprised of payments for equipment leases, lease payments for fleet vehicles, and lease payments for personal use vehicles.

For any leased equipment and fleet vehicles that are dedicated to any specific projects, the payments for those items should be allocated to the specific legal entity and project that is identified.

For any leased equipment and fleet vehicles that are generally shared between projects, those items should be allocated across all of the bonded and non-bonded projects for each entity based on the Expected Revenue left to Bill, as of August 31, 2018. This basis will be reviewed by EY and KSV together on a periodic basis, as requested by either party.

For any leased personal use vehicles, those will be allocated across the projects based on the Expected Revenue left to Bill, as of August 31, 2018. This basis will be reviewed by EY and KSV together on a periodic basis, as requested by either party.

## **E. Professional Fees**

These are comprised of payments to FAAN advisors for work performed until November 19, 2018. These fees should be allocated 50/50 between BCCL and Forma Con. After November 19, 2018 Forma Con will not be allocated costs of FAAN.

## **F. Contingencies**

These will need to be investigated with additional support provided subsequently and then allocated to the entity that paid it, but then allocated between bonded and non-bonded project flows based upon the support provided.

## **Schedule “C”**

### **Operational Arrangements**

## SCHEDULE C

### I. CRANE EQUIPMENT

The rental rate for the following four cranes which are required by Bondfield until it completes its contracts shall be as follows:

Item Ref. # **	Project	Equipment Description	Serial #	Estimated Usage End Date	(a) OLV **	(b) Bridging Interest rate	(c) = (a)*(b)/ 12 Monthly Rent, excluding HST
Item 27	St Joseph Morrow	Peiner SK 315 2005	SN-25148	Q2/Q3 2018	175,000.00	14.25%	\$ 2,078.13
Item 31	St Joseph Morrow	Mobile crane Manitowoc 8000 Crawler 2011	SN-8501202	Q1/Q2 2018	375,000.00	14.25%	\$ 4,453.13
Item 16	Axis	Comedil CTL180-A Luffer 2007	SN-G8707050	Q1/Q2 2018	165,000.00	14.25%	\$ 1,959.38
Item 19/20	Unspecified (mobile)	Comedil CTT331-16-m 2005	SN-G5905025	Q2/Q3 2018	150,000.00	14.25%	\$ 1,781.25

\*\* Item #s and OLVs are from the Gordon Brothers October/18 appraisal report

Bondfield agrees to insure the cranes and properly maintain the cranes in a reasonable and commercial manner.

In addition to the rental payments noted above, Bondfield will pay an amortization charge equal to the above OLVs over 8 years payable monthly. E.g. For Peiner SK 315 2005, the monthly amortization rate to be paid by Bondfield will be \$1,822.92 (\$175,000/8 years/12 months).

All amounts payable are exclusive of HST. All applicable taxes shall be added to the amounts paid by Bondfield.

### II. HEAD OFFICE

**a) Bondfield is provided the use of the head office, including all furniture and equipment, at market rate rent for 1 yr minimum (which would be allocated to the cost of the projects).**

Per Cushman & Wakefield's April 2018 valuation report, a market rate rent would be \$15.00/sq ft annually for the 26,124 sq feet gross floor area, with all expenses recovered from the landlord. Therefore, Bondfield would continue to pay CAM costs, property taxes, etc. (i.e. effectively triple net rent) and this below specified monthly rent:

	Annual Rent	Monthly Rent
\$15.00/sq ft annually for the 26,124 sq feet	\$ 391,860.00	\$ 32,655.00

The above rent would be for the property at 407 Basaltic Road, Vaughan, Ontario, where the property identification number is 03272-0071.

All rental prices are exclusive of HST. All applicable taxes shall be added to rental price and paid by Bondfield.

Any leased office equipment will be the obligation of Bondfield. If the office equipment is leased by 1033803 Ontario Inc., the equipment will be returned, unless Bondfield opts to assume the lease.

There is a yard next to the head office building which is used for equipment storage and additional head office parking. If Bondfield determines that this land, or a portion of thereof, is needed by Bondfield, then EY and KSV shall obtain an appraisal to determine the market rental rate, which appraiser will be agreed upon by KSV and EY. Bondfield will pay to use that land based on the market rental rate.

**b) Use of head office personnel, services, or other overhead equipment owned by BCCL (e.g. IT servers)**

To the extent that KSV, as court-appointed receiver, requires the services of any of the head office personnel or other overhead equipment, KSV and EY will determine a reasonable cost recovery for Bondfield. Any costs not to the account of Forma Con shall be to the account of Bondfield. Any costs of employees needed by Forma Con and not by Bondfield will be to the account of Forma Con.



## SCHEDULE C

### III. 1033803 ONTARIO INC. EMPLOYEES

**There are approximately 73 employees of 1033803 Ontario Inc. who are working on bonded projects whose services will continue to be required on those projects.**

These employees will continue to work on the bonded projects, subject to Bondfield funding all costs for these employees. These employees may also be transferred to BCCL or 352021 Ontario Inc. at the request of Bondfield. The specific list of these employees will be confirmed between EY and KSV, and any required logistics to effect either their continued employment or transfer will be worked out as soon as possible. Forma Con shall incur no costs related to these employees and any costs payable to retain them shall be to the account of Bondfield. If Bondfield does not pay the costs, Forma Con will be entitled to terminate these employees forthwith.

### IV. ALUMA EQUIPMENT

**Bondfield is allowed the use of the Aluma material required on the bonded projects of Bondfield and Axis, at a market rental rate (which would be allocated to the cost of the projects).**

Bondfield's rental rate will be equivalent to the rate that Aluma charges for this equipment.

### V. REMAINING OTHER EQUIPMENT

**Bondfield is allowed the use of any other equipment required on the bonded projects of Bondfield and Axis (which would be allocated to the cost of the projects).**

There is a variety of smaller equipment (e.g. pickups, heavy duty trailers, etc. skid steers, bobcats, excavators, boom lifts, etc.) that is owned by Bondfield Construction Company Limited, Bondfield Construction Equipment Limited and 1033803 Ontario Inc., attached as Exhibit C-1.

- KSV and E&Y agree to cooperate on a timely basis to identify Obsolete Assets, and Bondfield shall forthwith market and dispose of Obsolete Assets. All proceeds of Obsolete Assets will be distributed in accordance with the Intercreditor Agreement.

For those assets that are required for the completion of the bonded projects, Bondfield will be allowed the use of the equipment at a cost to be defined as follows.

- KSV will obtain an independent third party appraisal (from an appraiser to be agreed upon by KSV and EY) as soon as possible who will provide an updated orderly liquidation value for this equipment. Bondfield will pay a monthly rent equivalent to 14.25% per annum, plus HST, of that orderly liquidation value. In addition to the rental payments noted above, Bondfield will pay an amortization charge equal to the above OLVs over 8 years payable monthly (see example in section 1).

Bondfield agrees to insure the equipment and maintain the equipment in a reasonable and commercial manner.



TAB3

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR. )  
JUSTICE HAINEY )  
 ) WEDNESDAY, THE 3RD  
 ) DAY OF APRIL, 2019

B E T W E E N:

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

Applicant

-and-

**1033803 ONTARIO INC. and 1087507 ONTARIO LIMITED**

Respondents

**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**

**ORDER  
(Agreement Re: Bondfield CCAA Filing)**

**THIS MOTION**, made by KSV Kofman Inc. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of: (i) all of assets, undertakings and properties of 1033803 Ontario Inc. and 1087507 Ontario Limited; (ii) certain assets of Bondfield Construction Company Limited (“**Bondfield**”) and Bondfield Construction Equipment Ltd.; and (iii) the real property known municipally as 131 Saramia Crescent, Vaughan, Ontario for an order authorizing the

Receiver to enter into the Agreement Re: Bondfield CCAA Filing and the Basaltic Road Lease (each, as defined below) and for certain related relief was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Fourth Report of the Receiver dated April ■, 2019, and the court materials filed in the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") proceedings commenced by Bondfield and certain related entities, filed:

### **DEFINED TERMS**

1. **THIS COURT ORDERS** that all terms not otherwise defined herein shall have their meanings ascribed to in the Agreement among Bondfield and certain related entities, Bridging Finance Inc., as agent, Zurich Insurance Company Ltd., Travelers, Ernst & Young Inc., in its capacity as proposed monitor (the "**Proposed Monitor**") of Bondfield, certain related entities of Bondfield and the Receiver (the "**Agreement Re: Bondfield CCAA Filing**").

### **AGREEMENT RE: BONDFIELD CCAA FILING**

2. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized to enter into the Agreement Re: Bondfield CCAA Filing, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to implement, or give effect to, the Agreement Re: Bondfield CCAA Filing.

### **BASALTIC ROAD LEASE**

3. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized to enter into a lease agreement in respect of 407 Basaltic Road between Bondfield and the Receiver (the "**Basaltic Road Lease**"), substantially on the terms provided for in the Agreement Re: Bondfield CCAA Filing, and with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to implement, or give effect to, the Basaltic Road Lease.

**ORDER (APPOINTING RECEIVER)**

4. **THIS COURT ORDERS** that upon the Receiver and the Proposed Monitor of Bondfield agreeing that an asset constituting Other Collateral now constitutes Obsolete Collateral (as such term is used in section 13(ii) of the Agreement re: Bondfield CCAA Filing), the definition of “Property” in the Order (Appointing Receiver) granted on November 19, 2018, in the within proceedings (the “Appointment Order”) shall be deemed to be amended to include such Obsolete Collateral and the Obsolete Collateral shall be subject to the terms of the Appointment Order, including, without limitation, the Receiver’s powers set out therein.

5. **THIS COURT ORDERS** that, notwithstanding any provision of the Appointment Order, the Receiver be and it is hereby authorized to dispose of the Obsolete Collateral described in paragraph 4 without further order of this Court.

**IRREVOCABLE DIRECTION**

6. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized to (i) execute the Irrevocable Direction (as such term is defined in the Fourth Report) and (ii) deliver the executed Irrevocable Direction to the Proposed Monitor in accordance with the Agreement Re: Bondfield CCAA Filing and that upon delivery of the Irrevocable Direction to the Proposed Monitor the Receiver shall have no further obligations with respect to the Axis Contract (as such term is defined in the Fourth Report) in its personal or court-appointed capacity.

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

**1033803 ONTARIO INC. and**  
**1087507 ONTARIO LIMITED**

Applicant

Respondents

**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**

Court File No. CV-18-608978-00CL

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

Proceedings commenced in Toronto

**ORDER**

**(Agreement Re: Bondfield CCAA Filing)**

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Lawyers for KSV Kofman Inc.,  
in its capacity as Court-appointed Receiver

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

Applicant

**1033803 ONTARIO INC. and**  
**1087507 ONTARIO LIMITED**

Respondents

Court File No. CV-18-608978-00CL

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

Proceedings commenced in Toronto

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**MOTION RECORD  
(Returnable April 3, 2019)  
(Restructuring Agreement Order)**

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Receiver