

District of: Ontario
Division No. 09-Toronto
Court No.: 31-2131099
Estate No.: 31-2131099

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

**IN THE MATTER OF THE BANKRUPTCY OF
ORE CONSTRUCTION LTD. OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO**

B E T W E E N:

ROYAL & SUN ALLIANCE INSURANCE COMPANY OF CANADA

Applicant

- and -

ORE CONSTRUCTION LTD.

Respondent

MOTION RECORD

Date: November 30, 2017

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre
22 Adelaide Street West
Toronto, ON M5H 4E3

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*Lawyers for the Applicant,
Royal & Sun Alliance Insurance Company
of Canada*

Index

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INDEX

TAB		PAGE NO.
1.	Notice of Motion, Returnable January 5, 2018	1 - 5
2.	Affidavit of Edouard Chassé	6 - 8
	Exhibit "A" – Labour and Material Payment Bond and Performance Bond No. 0250000738 for Contract No. 15EY-110TM (Etobicoke)	9 - 11
	Exhibit "B" – Payment Bond and Performance Bond No. 0250000747 for Contract No. 15SC-117TA (Scarborough)	12 - 17
	Exhibit "C" – Notice of Bankruptcy, First Creditors Meeting	18 - 31
	Exhibit "D" – Deeds of Release, Assignment, Undertaking related to 15EY-110TM (Etobicoke)	32 - 37

Exhibit "E" – Deeds of Release, Assignment, Undertaking
related to 15SC-117TA (Scarborough) 38 - 43

Exhibit "F" – Copies of the letter from the City of Toronto dated
October 24, 2016 44 - 48

Tab 1

District of: Ontario
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**ONTARIO
SUPERIOR COURT OF JUSTICE
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**IN THE MATTER OF THE BANKRUPTCY OF
ORE CONSTRUCTION LTD. OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO**

BETWEEN:

ROYAL & SUN ALLIANCE INSURANCE COMPANY OF CANADA

Applicant

- and -

ORE CONSTRUCTION LTD.

Respondent

NOTICE OF MOTION

THE APPLICANT, Royal & Sun Alliance Insurance Company of Canada (“RSA”), will make a motion to a Judge presiding over the Commercial List on January 5, 2018 at 10:00 a.m., or soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

THE PROPOSED METHOD OF HEARING: the motion is to be heard:

- in writing under subrule 37.12(1);
- in writing as an opposed motion under subrule 37.12.1(4);
- orally.

THE MOTION IS FOR:

1. Advice and direction in connection with the distribution of certain funds held by the City of Toronto.
2. An Order directing the City of Toronto to pay the trust funds currently held by the City of Toronto in respect of certain construction projects involving the Respondent to the Applicant.
3. Such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. ORE Construction Ltd. ("ORE") was a general contractor operating in and around the Greater Toronto Area in Ontario.
2. Royal & Sun Alliance Insurance Company of Canada ("RSA") is surety bonding company which issued performance bonds and labour and material payment bonds on behalf of ORE to various owners to guarantee ORE's performance of its obligations under the Contract.
3. On June 3, 2016, ORE made a voluntary assignment into bankruptcy.
4. RSA was called upon under its performance bonds to complete the work remaining on the bonded projects and under the Payment Bond to pay the unpaid Ore labours and materials suppliers.
5. ORE had two projects with the City of Toronto known as 15EY-110TM and 15SC-117TA. Upon Ore's default on its obligations under the City of Toronto contracts, RSA was called upon to complete the remaining work and to pay the unpaid Ore labourers and materials suppliers.
6. RSA made the following payments and pursuant to Section 69 of the *Construction Lien Act* and became subrogated to the claims and took assignments:

Project 15EY-110TM (Etobicoke)	
Claimant	Amount Paid
Cedar Infrastructure Products Inc.	\$46,051.55
LIUNA Local Union 183	\$42,841.88
Project 15SC-117TA (Scarborough)	
Claimant	Amount Paid
Cedar Infrastructure Products Inc.	\$55,118.29
LIUNA Local Union 183	\$61,140.85

7. The City of Toronto has recently confirmed that all of the obligations of ORE under the Contracts have been completed and therefore there are trust funds under the *Construction Lien Act* which it is holding as follows:
 - i. 15EY-110TM (Etobicoke) = \$22,909.24; and
 - ii. 15SC-117TA (Scarborough)= \$78,316.35.
8. RSA in its subrogated capacity to the claims listed in paragraph 6 above seeks an order directing the City of Toronto to pay such trust amounts to RSA.
9. Section s. 67(1)(a) and s. 81 of the *Bankruptcy and Insolvency Act*
10. S. 8(1) of the *Construction Lien Act*.
11. Such further and other grounds as counsel may advise and this Honourable Court permit.

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

1. The Affidavit of Edouard Chassé, an adjuster with BBCG Claims Services acting on behalf of RSA.

2. Such further and other documentary evidence as counsel may advise and this Honourable Court may permit.

Date: November 30, 2017

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*Lawyers for the Applicant,
Royal & Sun Alliance Insurance Company
of Canada*

District of: Ontario
Division No. 09-Toronto
Court No.: 31-2131099
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**ROYAL & SUN ALLIANCE INSURANCE
COMPANY OF CANADA**
Applicant

ORE CONSTRUCTION LTD.
Respondent

v.

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

**IN THE MATTER OF THE BANKRUPTCY OF
ORE CONSTRUCTION LTD. OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO**

NOTICE OF MOTION

BORDEN LADNER GERVAIS LLP
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*Lawyers for the Applicant,
Royal & Sun Alliance Insurance Company of Canada*

Tab 2

District of: Ontario
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**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE BANKRUPTCY OF
ORE CONSTRUCTION LTD. OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO**

B E T W E E N:

ROYAL & SUN ALLIANCE INSURANCE COMPANY OF CANADA

Applicant

- and -

ORE CONSTRUCTION LTD.

Respondent

AFFIDAVIT OF EDOUARD CHASSÉ

I, **EDOUARD CHASSÉ**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Claims Adjuster with BBCG Claim Services acting on behalf of Royal & Sun Alliance Insurance Company of Canada ("RSA"), and as such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge, I have stated the source of my information and verily believe it to be true.
2. ORE Construction Ltd. ("ORE") was a general contractor operating in the Greater Toronto Area in Ontario.
3. ORE had two projects with the City of Toronto known as 15EY-110TM (Etobicoke) and 15SC-117TA (Scarborough).

4. RSA is surety bonding company which issued performance bonds and labour and material payment bonds on behalf of ORE to various owners, including the City of Toronto, to guarantee ORE's performance of its obligations under the Contract. Attached hereto and marked as Exhibit "A" and "B" are the bonds issued for the City of Toronto 15EY-110TM (Etobicoke) and 15SC-117TA (Scarborough) (the "City of Toronto Bonds")
5. On June 3, 2016, ORE made a voluntary assignment into bankruptcy. Attached hereto and marked as Exhibit "C" is a copy of the Notice of Bankruptcy, First Creditors Meeting.
6. Following the Bankruptcy, Ore defaulted on its obligations under the City of Toronto Contracts.
7. RSA was called upon under the City of Toronto Performance Bonds to complete the work remaining on the City of Toronto projects and under the City of Toronto Payment Bonds to pay the unpaid Ore labourers and materials suppliers.
8. RSA made the following payments under the City of Toronto Payment Bonds and pursuant to Section 69 of the *Construction Lien Act* became subrogated and took assignments to the following claims:

Project 15EY-110TM (Etobicoke)	
Claimant	Amount Paid
Cedar Infrastructure Products Inc.	\$46,051.55
LIUNA Local Union 183	\$42,841.88
Project 15SC-117TA (Scarborough)	
Claimant	Amount Paid
Cedar Infrastructure Products Inc.	\$55,118.29
LIUNA Local Union 183	\$61,140.85

Attached hereto as Exhibit "D" to this Affidavit are the Deeds of Release, Assignment, Undertaking related to Project 15EY-110TM (Etobicoke). Attached hereto as Exhibit "E" to this Affidavit are the Deeds of Release, Assignment, Undertaking related to 15SC-117TA (Scarborough).

9. The City of Toronto has recently confirmed that all of the obligations of ORE under the two contract have been completed and therefore there are trust funds under the *Construction Lien Act* which it is holding as follows:

- i. 15EY-110TM (Etobicoke) = \$22,909.24; and
- ii. 15SC-117TA (Scarborough) = \$78,316.35.

Attached hereto and marked as Exhibit "F" are copies of the letters from the City of Toronto dated October 24, 2016 confirming the amount being held by the City of Toronto.

10. RSA in its subrogated capacity to the claims listed in paragraph 6 above seeks an order directing the City of Toronto to pay the trust amounts held by the City of Toronto to RSA.

11. I make this affidavit in support of the within motion and for no other or improper purpose.

SWORN BEFORE ME at the City of

Toronto in the Province of Ontario)

this 30th day of November, 2017)



A Commissioner for Oaths and Affidavits)

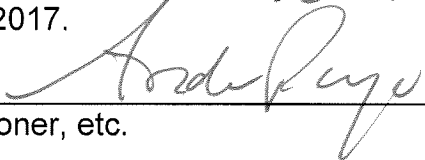
Andrew Bunzo .



EDOUARD CHASSÉ

Tab A

This is Exhibit "A" to the Affidavit of
Edouard Chassé, sworn this 20 day of
November, 2017.



A Commissioner, etc.



Labour and Material Payment Bond

EXECUTED IN TRIPLICATE

(Trustee Form)
Standard Construction Document
CCDC 222 - 2002

Bond No.: 0250000738

Bond Amount: \$152,126.25

Ore Construction Ltd. as Principal, hereinafter called the Principal, and Royal & Sun Alliance Insurance Company of Canada, 18 York Street, Toronto, Ontario, M5J 2T8, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto City of Toronto as Obligees, hereinafter called the Obligees, in the amount of One Hundred Fifty-two Thousand One Hundred Twenty-six ---25/100 Dollars (\$152,126.25) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has entered into a written contract with the Obligees, dated the June 1, 2015 for

Contract No. 16EY-110TM
Supply, Replace and Adjust Frames, Grates and Covers for Maintenance Holes, Valve and Catchbasins in Various Locations of Wards 1, 2, 3, 4, 5, 6, 7, 11, 12, 13 & 17, Etobicoke York District

In accordance with the Contract Documents submitted, and which are by reference made part thereof and are hereinafter referred to as the Contract.

The Condition of this obligation is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, by the prevailing rates in the equipment marketplace in which the work is taking place.
2. The Principal and the Surety, hereby jointly and severally agree with the Obligees, as Trustees, that every Claimant who has not been paid as provided for under the terms of its contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its contract with the Principal and have execution thereon. Provided that the Obligees is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond, if any act, action or proceeding is taken either in the name of the Obligees or by joining the Obligees as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligees against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligees by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them may use the name of the Obligees to sue on and enforce the provisions of this Bond.
3. It is a condition precedent to the liability of the Surety under this Bond that such Claimant shall have given written notice as hereinafter set forth to each of the Principal, the Surety and the Obligees, stating with substantial accuracy the amount claimed, and that such Claimant shall have brought suit or action in accordance with this Bond, as set out in sub-clauses 3 (b) and 3 (c) below. Accordingly, no suit or action shall be commenced hereunder by any Claimant:
 - a) unless such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligees, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or Territory in which the subject matter of the Contract is located. Such notice shall be given:
 - i) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the lien legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
 - ii) in respect of any claim other than for the holdback or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;
 - b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
 - c) other than in a Court of competent jurisdiction in the Province or Territory in which the work described in the Contract is to be installed or delivered as the case may be and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.

4. The Surety agrees not to take advantage of Article 2365 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothec and privileges of said Claimant.
5. Any material change in the Contract between the Principal and the Obligee shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.
6. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of claims made under the applicable lien legislation or legislation relating to legal hypothecs, whether or not such claim is presented under and against this Bond.
7. The Surety shall not be liable for a greater sum than the Bond Amount.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the June 12, 2015.

SIGNED AND SEALED in the presence of:

Ore Construction Ltd.

Principal:

Royal & Sun Alliance Insurance Company of Canada

Surety

Mark Pupo

Attorney-in-Fact



Performance Bond - CCDC

EXECUTED IN TRIPLICATE

Standard Construction Document
CCDC 221 - 2002

Bond No.: 025000738

Bond Amount: \$152,126.25

Ore Construction Ltd. as Principal, hereinafter called the Principal, and Royal & Sun Alliance Insurance Company of Canada, 18 York Street, Suite 800, Toronto, Ontario, M5J 2T8, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto City of Toronto as Obligees, hereinafter called the Obligees, in the amount of One Hundred Fifty-two Thousand One Hundred Twenty-six ---26/100 Dollars (\$152,126.25) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has entered into a written contract with the Obligees, dated the June 1, 2015 for

Contract No. 15EY-110TM
Supply, Replace and Adjust Frames, Grates and Covers for Maintenance Holes, Valve and Catchbasins in Various Locations of Wards 1, 2, 3, 4, 5, 6, 7, 11, 12, 13 & 17, Etobicoke York District

hereinafter referred to as the Contract.

The Condition of this obligation is such that, if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligees to be, in default under the Contract, the Obligees having performed the Obligees's obligations thereunder, the Surety shall promptly:

- 1) Remedy the default, or;
- 2) Complete the Contract in accordance with its terms and conditions or;
- 3) Obtain a bid or bids for submission to the Obligees for completing the Contract in accordance with its terms and conditions and upon determination by the Obligees and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Obligees as a result of the Principal's default relating directly to the performance of the work under the Contract, less the balance of the Contract price; but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Obligees to the Principal under the Contract, less the amount properly paid by the Obligees to the Principal, or;
- 4) Pay the Obligees the lesser of 1) the Bond Amount or 2) the Obligees's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of 1) the date of Substantial Performance of the Contract as defined in the lien legislation where the work under the Contract is taking place, or, if no such definition exists, the date when the work is ready for use or is being used for the purpose intended, or 2) the date on which the Principal is declared in default by the Obligees.

The Surety shall not be liable for a greater sum than the Bond Amount.
No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligees named herein, or the heirs, executors, administrators or successors of the Obligees.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the June 12, 2015.

SIGNED AND SEALED in the presence of:

Ore Construction Ltd.

Principal:

Royal & Sun Alliance Insurance Company of Canada

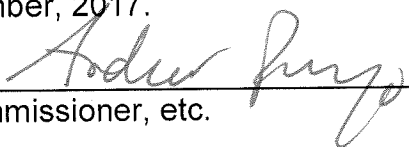
Surety

Mark Pupo

Attorney-in-Fact

Tab B

This is Exhibit "B" to the Affidavit of
Edouard Chassé, sworn this 30 day of
November, 2017.



A Commissioner, etc.

PAYMENT BOND

Tender Call No. 164-2015

Contract No. 15SC-117TA

Bond No: 0250000747**ISSUED IN TRIPLICATE**Amount: \$168,963.25

KNOW ALL MEN BY THESE PRESENTS, that we

ORE CONSTRUCTION LTD.

hereinafter called "the Principal"

- and -

ROYAL & SUN ALLIANCE INSURANCE COMPANY OF CANADA

hereinafter called "the Surety"

are jointly and severally held and firmly bound unto the City of Toronto and its successors, hereinafter called "the Oblige" as Trustee, in the sum of One Hundred and Sixty-Eight Thousand, Nine Hundred and Sixty-Three and 25/100 Dollars (\$168,963.25) of lawful money of Canada, to be paid unto the Oblige, for which payment well and truly to be made we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

AND WHEREAS by an agreement in writing bearing even date herewith, the Principal has entered into a contract with the Oblige, hereinafter called "the Contract", for the Supply, Replace and Adjust Frames, Grates and Covers for Maintenance Holes, Valve Chambers and Catch Basins, Scarborough District, Wards 35, 36, 37, 38, 39, 40, 41, 42, 43 and 44 as more particularly set out therein, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall:

- (a) at all times make payment to all claimants for all labour, materials or services used or reasonably required for use in the performance of the Contract, or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Oblige;
- (b) at all times fully indemnify and keep indemnified the Oblige from and against all and any manner of loss, damage, expense, suits, action, claims, liens, proceedings, demands, awards, payments, and liabilities arising out of or in any manner based upon or attributable to the claims of such persons;
- (c) promptly see to the removal from the registered title to the lands on which said construction takes place, of all claims for lien by claimants as aforesaid and all certificates of action in connection therewith; and
- (d) fully reimburse and repay the Oblige for all outlay, expense, liabilities, or payments, incurred or undertaken to be made by the Oblige, attributable to the claims of such persons made pursuant to the Contract or the Construction Lien Act, R.S.O. 1990, c.

PAYMENT BOND

Tender Call No. 164-2015

Contract No. 15SC-117TA

C.30, as may be amended (hereinafter "Construction Lien Act").

then this obligation shall be void, but otherwise it shall be and remain in full force and effect subject, however, to the following conditions:

- (i) a Claimant for the purpose of this Bond shall be individual, firm or corporation having a direct contract with the Principal for labour, services, material or any combination thereof used or reasonably required for use in the performance of the Contract;
- (ii) labour, material and services shall be construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract;
- (iii) an individual, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall be a Claimant only to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract;
- (iv) the prevailing industrial value of equipment shall be determined, insofar as it is practicable to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association titled "Rental Rates on Contractors Equipment" published prior to the period during which the equipment was used in the performance of the Contract;
- (v) the Obligee and the Principal shall have the right to change, alter and vary the terms of the Contract, and the Obligee may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee;
- (vi) the Principal and the Surety shall not be discharged or released from liability hereunder and such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired or maintained under the contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee;
- (vii) every Claimant who has not been paid as provided for under the terms of the Claimant's contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgement for such sum or sums as may be justly due to such Claimant under the terms of their contract with the Principal and have execution thereon, and the Obligee shall not be obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the

PAYMENT BOND

Tender Call No. 164-2015

Contract No. 15SC-117TA

provisions of this Bond;

- (viii) It shall be a condition the trust provided for in this Bond, that if any act, action or proceeding is taken either in the name of the Obligeo or by joining the Obligeo as a party to such proceeding, then the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligeo against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligeo by reason thereof;
- (ix) no suit or action shall be commenced hereunder by any Claimant:
- (a) unless such Claimant shall have given written notice to each of the Principal, the Surety and the Obligeo, stating with substantial accuracy the amount claimed,
- (A) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal or under the Construction Lien Act, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal,
- (B) in respect of any claim either than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal,
- and such notice may be served,
- (C) by mailing the same by registered mail in each case to an address at which the intended recipient regularly maintains an office for the transaction of business, or
- (D) in any manner in which legal process may be served in Ontario;
- (b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
- (c) other than in a Court of competent jurisdiction in the Province of Ontario to the jurisdiction of which Court the parties and Claimants shall submit, but subject to the foregoing terms and conditions, the Claimants, or any of them, may use the name of the Obligeo to sue on and enforce the provisions of this Bond;
- (x) the amount of this Bond shall be reduced by, and to the extent of, any payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of Construction Liens which may be filed of records against the subject matter of the Contract, whether or not claim for the amount of

PAYMENT BOND

Tender Call No. 164-2015

Contract No. 15SC-117TA

such lien be presented under and against this Bond.

- (xi) the Surety shall not be liable for a greater sum than the specified penalty of this Bond.

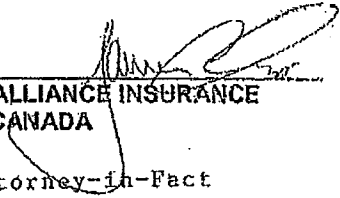
In Witness Whereof the Principal and Surety has signed and sealed this Bond this 29th day of June, 2015.

SIGNED, SEALED AND DELIVERED:)



ORE CONSTRUCTION LTD.

ROYAL & SUN ALLIANCE INSURANCE
COMPANY OF CANADA



James Chiu, Attorney-in-Fact



PERFORMANCE BOND

Tender Call No. 164-2015

Contract No. 15SC-117TA

Bond No. 0250000747**ISSUED IN TRIPLICATE**Amount: \$168,963.25

KNOW ALL MEN BY THESE PRESENTS, that we

ORE CONSTRUCTION LTD.

hereinafter called "the Principal"

-- and --

ROYAL & SUN ALLIANCE INSURANCE COMPANY OF CANADA

hereinafter called "the Surety"

are jointly and severally held and firmly bound unto the City of Toronto and its successors, hereinafter called "the Oblige" as Trustee, in the sum of One Hundred and Sixty-Eight Thousand, Nine Hundred and Sixty-Three and 25/100 Dollars (\$168,963.25) of lawful money of Canada, to be paid unto the Oblige, for which payment well and truly to be made we the Principal and Surety jointly and severally bind ourselves, and our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

SIGNED AND SEALED with our respective seals and dated this 29th day of June, 2015:

AND WHEREAS by an agreement in writing bearing even date herewith, the Principal has entered into a contract with the Oblige, hereinafter called "the Contract", for the Supply, Replace and Adjust Frames, Grates and Covers for Maintenance Holes, Valve Chambers and Catch Basins, Scarborough District, Wards 35, 36, 37, 38, 39, 40, 41, 42, 43 and 44 as more particularly set out therein, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall at all times duly perform and observe the Contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Oblige, and shall at all times fully indemnify and keep indemnified the Oblige from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to the Contract, and shall fully reimburse and repay the Oblige for all outlay, expenses, liabilities, or payments incurred or undertaken to be made by the Oblige pursuant to the Contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

PERFORMANCE BOND

Tender Call No. 164-2015

Contract No. 15SC-117TA

Provided further and it is hereby agreed and declared that there shall be no liability under this instrument of the Principal and Surety for payment of any claims for labour, material and services used or reasonably required for use in the performance of the Contract.

Provided always, and it is hereby agreed and declared, that the Obligee and the Principal have the right to change, alter and vary the terms of the Contract and that the Obligee may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the Work to be constructed, altered, repaired or maintained under the Contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

And it is hereby agreed and declared that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability to the Surety, any law or usage relating to the liability of sureties to the contrary notwithstanding.

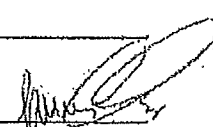
Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

IN WITNESS WHEREOF the Principal and the Surety have executed these presents.

SIGNED, SEALED AND DELIVERED:)

) _____
) 

) **ORE CONSTRUCTION LTD.**

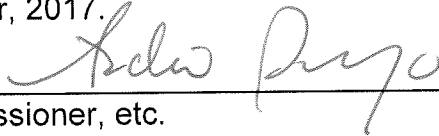
) _____
) 

) **ROYAL & SUN ALLIANCE INSURANCE
COMPANY OF CANADA**

James Chiu, Attorney-in-Fact

Tab C

This is Exhibit "C" to the Affidavit of
Edouard Chassé, sworn this 30 day of
November, 2017.



A Commissioner, etc.

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2131099
Estate No. 31-2131099

FORM 68
Notice of Bankruptcy, First Meeting of Creditors
(Subsection 102(1) of the Act)

Original Amended

In the matter of the bankruptcy of
Ore Construction Ltd.
of the city of Toronto, in the Province of Ontario

Take notice that:

1. Ore Construction Ltd. filed an assignment on the 3rd day of June 2016, and the undersigned, Albert Gelman Inc., was appointed as trustee of the estate of the bankrupt by the official receiver, subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
2. The first meeting of creditors of the bankrupt will be held on the 21st day of June 2016, at 3:00 PM, at the office of Office of the Superintendent of Bankruptcy, at 25 St. Clair Ave E, 6th Floor, Toronto, ON, M4T 1M2.
3. To be entitled to vote at the meeting, a creditor must lodge with the trustee, before the meeting, a proof of claim and, where necessary, a proxy.
4. Enclosed with this notice is a proof of claim form, proxy form, and list of creditors with claims amounting to \$25 or more showing the amounts of their claims.
5. Creditors must prove their claims against the estate of the bankrupt in order to share in any distribution of the proceeds realized from the estate.

Additional Information:

The Trustee requests that proof of claim forms be submitted to the Trustee by email at pbrown@albertgelman.com.

Dated at the city of Toronto in the Province of Ontario, this 6th day of June 2016.

Albert Gelman Inc.
Per:



Bryan Gelman - Licensed Insolvency Trustee
100 Simcoe Street, Suite 125
Toronto ON M5H 3G2
Phone: (416) 504-1650 Fax: (416) 504-1655

Albert Gelman Inc. - 100 Simcoe Street, Suite 125, Toronto, Ontario M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

District of:
Division No.
Court No.
Estate No.

Original Amended

-- Form 78 --

Statement of Affairs (Business Bankruptcy) made by an entity
(Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

In the matter of the bankruptcy of
Ore Construction Ltd.
of the city of Toronto, in the Province of Ontario

To the bankrupt:


You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 3rd day of June 2016. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	2,068,979.84
Balance of secured claims as per list "B"	0.00
Total unsecured creditors	2,068,979.84
2. Secured creditors as per list "B"	0.00
3. Preferred creditors as per list "C"	2,001.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	2,740.40
Total liabilities	2,073,721.24
Surplus	NIL

ASSETS (as stated and estimated by the officer)	
1. Inventory	0.00
2. Trade fixtures, etc.	0.00
3. Accounts receivable and other receivables, as per list "E"	
Good	287,821.73
Doubtful	0.00
Bad	5,000.00
Estimated to produce	1.00
4. Bills of exchange, promissory note, etc., as per list "F"	0.00
5. Deposits in financial institutions	0.00
6. Cash	0.00
7. Livestock	0.00
8. Machinery, equipment and plant	0.00
9. Real property or immovable as per list "G"	0.00
10. Furniture	0.00
11. RRSPs, RRIFs, life insurance, etc.	0.00
12. Securities (shares, bonds, debentures, etc.)	0.00
13. Interests under wills	0.00
14. Vehicles	0.00
15. Other property, as per list "H"	0.00
If bankrupt is a corporation, add	
Amount of subscribed capital	0.00
Amount paid on capital	0.00
Balance subscribed and unpaid	0.00
Estimated to produce	0.00
Total assets	1.00
Deficiency	2,073,720.24

I, Isaac Gabay, of the city of Toronto in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 3rd day of June 2016 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
before me at the city of Toronto in the Province of Ontario, on this 3rd day of June 2016.


Bryan Gelman, Commissioner of Oaths
For the Province of Ontario
Expires Feb. 17, 2017


Isaac Gabay

Bryan Adam Gelman, a Commissioner, etc.,
Province of Ontario, for Albert Gelman Inc.,
Trustee in Bankruptcy. Expires February 17, 2017.

District of:
 Division No.
 Court No.
 Estate No.

FORM 78 - Continued

List "A"
 Unsecured Creditors

Ore Construction Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	2127744 Ontario Ltd - Ace Cutting and Curing Attr: Marg Gordon	4566 Durham Rd. 9 Kendal ON L0A 1E0	14,600.00	0.00	14,600.00
2	407 ETR Express Toll Route Attr: Marion Richardson/Collections 884016653	6300 Steeles Ave W Woodbridge ON L4H 1J1	850.00	0.00	850.00
3	Aarti Vohra Vacation Pay	aarti@oreconstruction.com ON	92.86	0.00	92.86
4	Barricade Traffic Services Inc. Attr: Brett Ashton	8672 Keele St Concord ON L4K 2N2	9,600.00	0.00	9,600.00
5	Bell Canada F-88 - Business Attr: Insolvency Department 519984778/4167453446(384)	1 Carrefour Alexandre-Gr�ham-Bell, All� E3 Verdun QC H3E 3B3	1,000.00	0.00	1,000.00
6	Brock Aggregates Inc. Attr: Anthony Pettinelli ORECON	401 Bowes Rd. Concord ON L4K 1J4	6,900.00	0.00	6,900.00
7	Canada Building Materials Attr: Victor Corapi	55 Industrial St Toronto ON M4G 3W9	101,500.00	0.00	101,500.00
8	Canadian Cutting and Coring (Toronto) Ltd. Attr: Em Kim	5220 Bradco Blvd. Mississauga ON L4W 1G7	650.00	0.00	650.00
9	CIBC Bankruptcies c/o TECHCOM Managed Services 8756414	6-6150 Hwy. 7, PO Box 487 Woodbridge ON L4H 0R6	72.57	0.00	72.57
10	CRA - Canada Revenue Agency - Tax - Ontario Attr: c/o London Taxes Services Office Division Regional Intake Centre for Insol HST	PO Box 5548 3 - 451 Talbot St London ON N6A 4R3	36,000.00	0.00	36,000.00
11	Crozier Enterprises Ltd. Attr: Linda Dyck	#8 - 1865 Sargent Ave. Winnipeg MB R3H 0E4	26,300.00	0.00	26,300.00
12	CRS Contractors Rental Supply Attr: Dawn Miller	1277 Wilson Rd. North Oshawa ON L1K 2B8	44,000.00	0.00	44,000.00
13	Daily Commercial News Attr: Stephanie McSwain	P.O. Box 45010, Station A Toronto ON M5W 4K9	1,150.00	0.00	1,150.00
14	Danplas Pipe Systems	20 High Meadow Place Toronto ON M9L 2Z5	452.00	0.00	452.00
15	Earthco Soil Mixtures, Inc.	401 Bowes Rd. Concord ON L4K 1J4	12,250.00	0.00	12,250.00
16	Enbridge Gas Distribution - Ontario Attr: Back Office Collections Department 910014397002	PO Box 650 Scarborough ON M1K 5E3	310.00	0.00	310.00
17	Forest Paving Ltd. Attr: Davin Bartello	8 Cadetta Rd. Brampton ON L6P 0X4	5,300.00	0.00	5,300.00
18	Galea Brothers Truck Services Ltd.	285 Eddystone Ave. Toronto ON M3N 1H8	34,250.00	0.00	34,250.00
19	Hays Attr: Davika Williamson	402 - 1500 Don Mills Rd. Toronto ON M3B 3K4	31,800.00	0.00	31,800.00
20	Intact Insurance Company Attr: Anna Chan 730508440	700 University Avenue, 13th floor Toronto ON M5G 0A1	720.00	0.00	720.00
21	Isaac Gabay	C/o: Minden Gross, Tim Dunn 145 King St. West, Suite 2200 Toronto ON M5H 2G2	650,000.00	0.00	650,000.00

03-Jun-2016

Date


 Isaac Gabay

District of:
Division No.
Court No.
Estate No.

FORM 78 -- Continued

List "A"
Unsecured Creditors

Ore Construction Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
22	Justin Robinson Contracting	104 Grassmere Ave. Oshawa ON L1H 3X6	7,400.00	0.00	7,400.00
23	Krcmar Surveyors Ltd Attr: Raj Randhawa	1137 Centre St, Suite 101 Vaughan ON L4J 3M6	11,100.00	0.00	11,100.00
24	Kubota Canada Ltd. c/o Legal Department Attr: Sharon Novalski 2010 Kubota 20202	5900 14th Ave Markham ON L3S 4K4	1.00	0.00	1.00
25	Lafarge Canada Inc 14438033	1651 Bearbrook Road Ottawa ON K1G 3K2	1,000.00	0.00	1,000.00
26	Lluna Local 183 Members' Benefit Fund Attr: Jennifer Brum Ore Construction Ltd	1263 Wilson Avenue North York ON M3M 3G3	122,989.41	0.00	122,989.41
27	Maglin Site Furniture Inc. Attr: Sean Mealand	275 Tecumseh St Woodstock ON N4S 7W1	11,800.00	0.00	11,800.00
28	Miller Bernstein Greenwood LLP	1801-5000 Yonge Street North York ON M2N 7E9	11,900.00	0.00	11,900.00
29	Miller Paving Attr: Stewart Valentine	P.O. Box 4080 Markham ON L3R 9R8	20,900.00	0.00	20,900.00
30	National Concrete Accessories Attr: Anita Kumari 34971	172 Bethridge Rd. Toronto ON M9W 1N3	5,300.00	0.00	5,300.00
31	Prosite Construction Inc. Attr: Frank	RR 1, P.O. Box 46 Schomberg ON L0G 1T9	42,000.00	0.00	42,000.00
32	R. Kidd Fuels Corp. 7203629	1741 Albion Road Etobicoke ON M9V 1C3	8,000.00	0.00	8,000.00
33	Rapid Equipment Rental Ltd. Attr: Julie Ella	5 St. Regis Cresc. North, Unit 1&2 Toronto ON M3J 1Y9	40,400.00	0.00	40,400.00
34	RBC Royal Bank / Banque Royale Attr: c/o Bankruptcy Highway.com 3GCEK13369G165412	PO Box 57100 Etobicoke ON M8Y 3Y2	1.00	0.00	1.00
35	Royal & Sun Alliance Insurance Company of Canada Attr: James MacLellan	Borden Ladner Gervais LLP Scotia Plaza, 40 King St. West Toronto ON M5H 3Y4	101,200.00	0.00	101,200.00
36	Stephensons Rental Services Inc. - Mississauga 90158	502 - 201 City Centre Drive Mississauga ON L5B 2T4	78,400.00	0.00	78,400.00
37	Tarra Engineering & Structural Consulting Attr: Karen Tumasyan	8977 Woodbine Ave. Markham ON L3R 0J9	1,900.00	0.00	1,900.00
38	Toronto Hydro-Electric Systems Limited Attr: Josephine Pernarell / Mary Degroot	500 Commissioners St, 2nd fl Toronto ON M4M 3N7	320.00	0.00	320.00
39	Vulcan Asphalt Supply Attr: Jennifer	10 Doughton Rd., Unit 4 Vaughan ON L4K 1R2	92,700.00	0.00	92,700.00
40	Waterbank Construction Ltd. Attr: Abraham Walsbrod	358 Flint Rd. Toronto ON M3J 2J4	508,871.00	0.00	508,871.00
41	Workplace Safety and Insurance Board Attr: c/o Collection Services 4472612	200 Front St W Toronto ON M5V 3J1	25,000.00	0.00	25,000.00
Total:			2,068,979.84	0.00	2,068,979.84

03-Jun-2016

Date

Isaac Gabay

District of:
Division No. -
Court No.
Estate No.

FORM 78-- Continued.

List "B"
Secured Creditors

Ore Construction Ltd.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
			Total:			0.00	0.00	0.00

03-Jun-2016

Date


Isaac Gabay

District of:
Division No.
Court No.
Estate No.

FORM 78 - Continued

List "C"
Preferred Creditors for Wages, Rent, etc.

Ore Construction Ltd.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
1	Aarti Vohra Vacation Pay	aarti@oreconstruction.com ON		-	2,000.00	0.00	2,000.00
2	Elite Roofing Landlord	216 Rivermeade Rd. Concord ON L4K 3M6		-	1.00	0.00	1.00
Total:					2,001.00	0.00	2,001.00

03-Jun-2016

Date


Isaac Gabay

District of:
Division No.
Court No.
Estate No.

FORM 78 -- Continued

List "D"
Contingent or Other Liabilities

Ore Construction Ltd.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
1	CRA - Sudbury Tax Services Office Payroll	PO Box 5548 3- 451 Falbot St London ON N6A 4R3	2,740.40	0.00		Deemed Trust Claim
Total:			2,740.40	0.00		

03-Jun-2016

Date



Isaac Gabay

District of:
Division No.
Court No.
Estate No.

FORM 78 - Continued

List "E"
Debts Due to the Bankrupt

Ore Construction Ltd.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Accounts Receivable		Certain accounts may be subject to trust claims under Ontario Co	287,821.73 0.00 5,000.00		03-Jun-2016	1.00	
Total:				287,821.73 0.00 5,000.00			1.00	

03-Jun-2016

Date



Isaac Gabay

District of:
Division No.
Court No.
Estate No.

FORM 78 -- Continued

List "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets.

Ore Construction Ltd.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

03-Jun-2016

Date



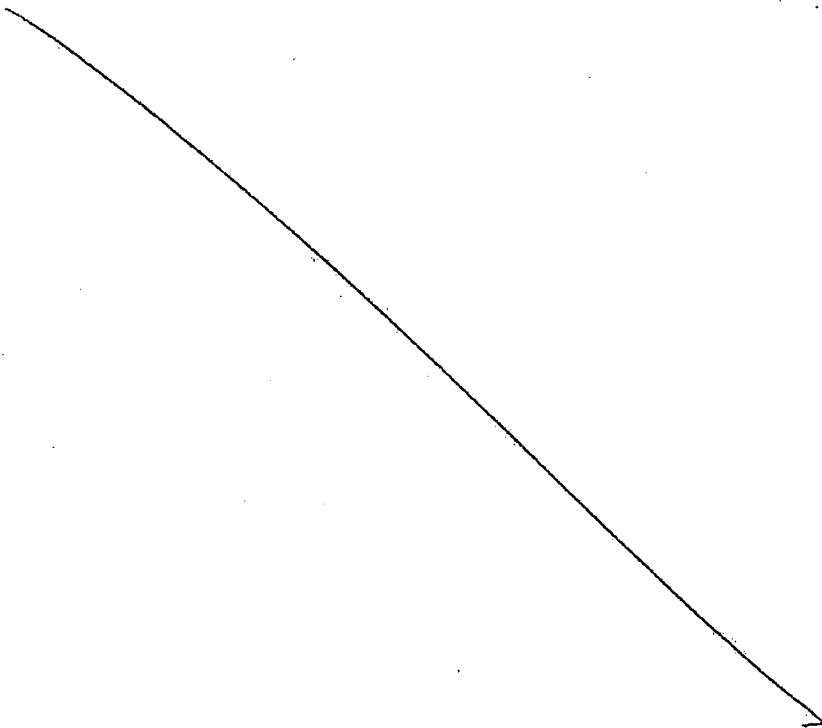
Isaac Gabay

District of:
Division No.
Court No.
Estate No.

FORM 78 - Continued

List "G"
Real Property or Immovables Owned by Bankrupt
Ore Construction Ltd.

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Total			0.00		0.00



03-Jun-2016

Date

Isaac Gabay

District of:
Division No.
Court No.
Estate No.

FORM 78 -- Concluded

List "H"
Property

Ore Construction Ltd.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other			0.00	0.00
			Total:	0.00

03-Jun-2016

Date



Isaac Gabay

Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto ON M5H 3G2
Phone: (416) 504-1650 Fax: (416) 504-1655
E-mail: proofofclaim@albertgelman.com

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2131099
Estate No. 31-2131099

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

In the matter of the bankruptcy of
Ore Construction Ltd.
of the city of Toronto, in the Province of Ontario

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

In the matter of the bankruptcy of Ore Construction Ltd. of the city of Toronto in the Province of Ontario and the claim of _____, creditor.

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

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

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

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

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____

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

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

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

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

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

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

C. SECURED CLAIM OF \$ _____

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

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

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

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

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

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

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

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

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

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

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

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

Dated at _____, this _____ day of _____.

Witness

Creditor

Phone Number: _____
Fax Number : _____
E-mail Address : _____

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

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

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

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2131099
Estate No. 31-2131099

FORM 36
Proxy

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

In the matter of the bankruptcy of
Ore Construction Ltd.
of the city of Toronto, in the Province of Ontario

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

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

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

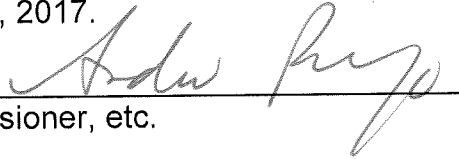
Return To:

Albert Gelman Inc.

100 Simcoe Street, Suite 125
Toronto ON M5H 3G2
Phone: (416) 504-1650 Fax: (416) 504-1655
E-mail: proofofclaim@albertgelman.com

Tab D

This is Exhibit "D" to the Affidavit of
Edouard Chassé, sworn this 30 day of
November, 2017.



A Commissioner, etc.

DEED OF RELEASE, ASSIGNMENT, UNDERTAKING(S)

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.

READ CAREFULLY BEFORE SIGNING.

WHEREAS CEDAR INFRASTRUCTURE PRODUCTS INC. (Claimant) of the City/Town of Maple in the Province of Ontario (hereinafter called the "Claimant") represents to Royal & Sun Alliance Insurance Company of Canada having an office in the City of Toronto, in the Province of Ontario (hereinafter called "The Surety") and covenants with the Surety that **Ore Construction Ltd. (hereinafter called the "Contractor") is indebted to the Claimant in the amount of **FORTY-SIX THOUSAND, FIFTY-ONE 55/100 Dollars (\$46,051.55)** for the supply of material or labour or both provided by the Claimant to the Contractor and used on the contract between the Contractor and **City of Toronto** (Owner) made the 1st day of June, 2015 , for Supply, Replace and Adjust Frames, Grates and Covers for Maintenance Holes, Valve and Catchbasins in Various Etobicoke York District (project).**

AND WHEREAS the Surety has issued a Labour and Material Payment Bond **0250000738** (hereinafter called the "**L & M Bond**") in connection with the above referred to contract.

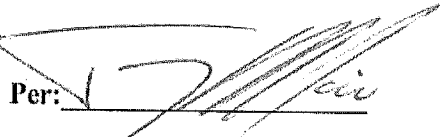
AND WHEREAS the Claimant has executed in the Claimant's name a Claim for Lien of the Province of Ontario for the amount claimed in connection with the above referred to contract.

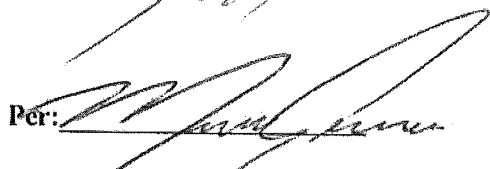
NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of **\$46,051.55** Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Claimant, the Claimant:

- (1) hereby covenants and agrees that the recitals form an integral part of this agreement.
- (2) hereby agrees that the Surety will pay the agreed upon amount owed as follows:
\$46,051.55 immediately
- (3) hereby releases and forever discharges the Surety from any claims under the L & M Bond to the extent of this payment, and
- (4) hereby subrogates, assigns and transfers to the Surety any and all claims, causes of action and rights to recovery which the Claimant may have against the Contractor or any person, firm or corporation in connection with the indebtedness above referred to and authorizes the Surety to sue, compromise or settle in the Claimant's name or otherwise all such claims, causes of action and rights to recovery and without limiting the generality of the foregoing, hereby subrogates, assigns and transfers to the Surety any and all claims which the Claimant has or may have by reason of any statute of the **Province of Ontario**, and
- (5) hereby covenants, agrees and undertakes to execute such further and other documents and to perform such further and other acts which may reasonably be required by the Surety in order that the Surety may realize upon the rights hereby subrogated, assigned and transferred to it and without in any way limiting the generality of the foregoing, hereby undertakes to execute in the Claimant's name any other documents to enable the Surety to pursue the Claim for Lien.

- (6) hereby undertakes and agrees with the Surety to provide and honour all contractually required warranties and/or guarantees.
- (7) **IN WITNESS WHEREOF** the Claimant has executed this Deed entitled Deed of Release, Assignment, Undertaking and Grant under seal this 29th day of MARCH, 2016 at MAPLE, ONTARIO, by its proper signing officers.

CEDAR INFRASTRUCTURE PRODUCTS INC.

Per: 

Per: 

I / We have authority to bind the corporation



DEED OF RELEASE, ASSIGNMENT, UNDERTAKING(S)

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.

READ CAREFULLY BEFORE SIGNING.

WHEREAS LIUNA LOCAL 183 (Claimant) of the City/Town of Toronto in the Province of Ontario (hereinafter called the "Claimant") represents to Royal & Sun Alliance Insurance Company of Canada having an office in the City of Toronto, in the Province of Ontario (hereinafter called "The Surety") and covenants with the Surety that Oro Construction Ltd. (hereinafter called the "Contractor") is indebted to the Claimant in the amount of FORTY-TWO THOUSAND, EIGHT HUNDRED FORTY-ONE 88/100 Dollars (\$42,841.88) for the supply of material or labour or both provided by the Claimant to the Contractor and used on the contract between the Contractor and City of Toronto (Owner) made the 1st day of June, 2015, for Supply, Replace and Adjust Frames, Grates and Covers for Maintenance Holes, Valve and Catchbasins in Various Etobicoke York District (project).

AND WHEREAS the Surety has issued a Labour and Material Payment Bond: 0250000738 (hereinafter called the "L & M Bond") in connection with the above referred to contract.

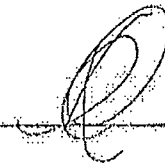
AND WHEREAS the Claimant has executed in the Claimant's name a Claim for Lien of the Province of Ontario for the amount claimed in connection with the above referred to contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of \$42,841.88 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Claimant, the Claimant:

- (1) hereby covenants and agrees that the recitals form an integral part of this agreement.
- (2) hereby agrees that the Surety will pay the agreed upon amount owed as follows:
\$42,841.88 immediately
- (3) hereby releases and forever discharges the Surety from any claims under the L & M Bond to the extent of this payment, and
- (4) hereby subrogates, assigns and transfers to the Surety any and all claims, causes of action and rights to recovery which the Claimant may have against the Contractor or any person, firm or corporation in connection with the indebtedness above referred to and authorizes the Surety to sue, compromise or settle in the Claimant's name or otherwise all such claims, causes of action and rights to recovery and without limiting the generality of the foregoing, hereby subrogates, assigns and transfers to the Surety any and all claims which the Claimant has or may have by reason of any statute of the Province of Ontario, and
- (5) hereby covenants, agrees and undertakes to execute such further and other documents and to perform such further and other acts which may reasonably be required by the Surety in order that the Surety may realize upon the rights hereby subrogated, assigned and transferred to it and without in any way limiting the generality of the foregoing, hereby undertakes to execute in the Claimant's name any other documents to enable the Surety to pursue the Claim for Lien.

- (6) hereby undertakes and agrees with the Surety to provide and honour all contractually required warranties and/or guarantees;
- (7) IN WITNESS WHEREOF the Claimant has executed this Deed entitled Deed of Release, Assignment, Undertaking and Grant under seal this 23 day of JUNE, 2016 at Toronto, by its proper signing officers.

LIUNA LOCAL 183

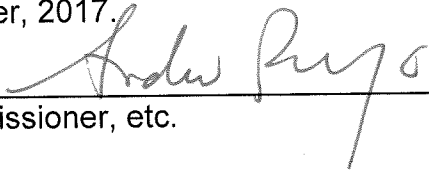
Per:  _____

Per: _____

I/ We have authority to bind the corporation

Tab E

This is Exhibit "E" to the Affidavit of
Edouard Chassé, sworn this 30 day of
November, 2017.



A Commissioner, etc.

DEED OF RELEASE, ASSIGNMENT, UNDERTAKING(S)

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.

READ CAREFULLY BEFORE SIGNING.

WHEREAS CEDAR INFRASTRUCTURE PRODUCTS INC. (Claimant) of the City/Town of Maple in the Province of Ontario (hereinafter called the "Claimant") represents to Royal & Sun Alliance Insurance Company of Canada having an office in the City of Toronto, in the Province of Ontario (hereinafter called "The Surety") and covenants with the Surety that **Ore Construction Ltd.** (hereinafter called the "Contractor") is indebted to the Claimant in the amount of **FIFTY-FIVE THOUSAND, ONE HUNDRED EIGHTEEN 29/100 Dollars (\$55,118.29)** for the supply of material or labour or both provided by the Claimant to the Contractor and used on the contract between the Contractor and **City of Toronto** (Owner) made the 29th day of June, 2015, for Supply, Replace & Adjust Frames, Grates & Covers for Maintenance Holes, Valve Chambers and Catch Basins, various Wards in Scarborough District (project).

AND WHEREAS the Surety has issued a Labour and Material Payment Bond **0250000747** (hereinafter called the "**L & M Bond**") in connection with the above referred to contract.

AND WHEREAS the Claimant has executed in the Claimant's name a Claim for Lien of the Province of Ontario for the amount claimed in connection with the above referred to contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of **\$55,118.29** Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Claimant, the Claimant:

- (1) hereby covenants and agrees that the recitals form an integral part of this agreement.
- (2) hereby agrees that the Surety will pay the agreed upon amount owed as follows:
\$55,118.29 immediately
- (3) hereby releases and forever discharges the Surety from any claims under the L & M Bond to the extent of this payment, and
- (4) hereby subrogates, assigns and transfers to the Surety any and all claims, causes of action and rights to recovery which the Claimant may have against the Contractor or any person, firm or corporation in connection with the indebtedness above referred to and authorizes the Surety to sue, compromise or settle in the Claimant's name or otherwise all such claims, causes of action and rights to recovery and without limiting the generality of the foregoing, hereby subrogates, assigns and transfers to the Surety any and all claims which the Claimant has or may have by reason of any statute of the **Province of Ontario**, and
- (5) hereby covenants, agrees and undertakes to execute such further and other documents and to perform such further and other acts which may reasonably be required by the Surety in order that the Surety may realize upon the rights hereby subrogated, assigned and transferred to it and without in any way limiting the generality of the foregoing, hereby undertakes to execute in the Claimant's name any other documents to enable the Surety to pursue the Claim for Lien.

- (6) hereby undertakes and agrees with the Surety to provide and honour all contractually required warranties and/or guarantees.
- (7) **IN WITNESS WHEREOF** the Claimant has executed this Deed entitled Deed of Release, Assignment, Undertaking and Grant under seal this 29th day of MARCH, 2016 at MAPLE, ONTARIO, by its proper signing officers.

CEDAR INFRASTRUCTURE PRODUCTS INC.

Per: 

Per: 

I / We have authority to bind the corporation



DEED OF RELEASE, ASSIGNMENT, UNDERTAKING(S)

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.

READ CAREFULLY BEFORE SIGNING.

WHEREAS LIUNA LOCAL 183 (Claimant) of the City/Town of Toronto in the Province of Ontario (hereinafter called the "Claimant") represents to Royal & Sun Alliance Insurance Company of Canada having an office in the City of Toronto, in the Province of Ontario (hereinafter called "The Surety") and covenants with the Surety that Ore Construction Ltd. (hereinafter called the "Contractor") is indebted to the Claimant in the amount of SIXTY-ONE THOUSAND, ONE HUNDRED FORTY 85/100 Dollars (\$61,140.85) for the supply of material or labour or both provided by the Claimant to the Contractor and used on the contract between the Contractor and City of Toronto (Owner) made the 29th day of June, 2015, for Supply, Replace & Adjust Frames, Grates & Covers for Maintenance Holes, Valve Chambers and Catch Basins, various Wards in Scarborough District (project).

AND WHEREAS the Surety has issued a Labour and Material Payment Bond 0250000747 (hereinafter called the "L & M Bond") in connection with the above referred to contract.

AND WHEREAS the Claimant has executed in the Claimant's name a Claim for Lien of the Province of Ontario for the amount claimed in connection with the above referred to contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of \$61,140.85 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Claimant, the Claimant:

- (1) hereby covenants and agrees that the recitals form an integral part of this agreement.
- (2) hereby agrees that the Surety will pay the agreed upon amount owed as follows:
\$61,140.85 immediately
- (3) hereby releases and forever discharges the Surety from any claims under the L & M Bond to the extent of this payment, and
- (4) hereby subrogates, assigns and transfers to the Surety any and all claims, causes of action and rights to recovery which the Claimant may have against the Contractor or any person, firm or corporation in connection with the indebtedness above referred to and authorizes the Surety to sue, compromise or settle in the Claimant's name or otherwise all such claims, causes of action and rights to recovery and without limiting the generality of the foregoing, hereby subrogates, assigns and transfers to the Surety any and all claims which the Claimant has or may have by reason of any statute of the Province of Ontario, and
- (5) hereby covenants, agrees and undertakes to execute such further and other documents and to perform such further and other acts which may reasonably be required by the Surety in order that the Surety may realize upon the rights hereby subrogated, assigned and transferred to it and without in any way limiting the generality of the foregoing, hereby undertakes to execute in the Claimant's name any other documents to enable the Surety to pursue the Claim for Lien.

- (6) hereby undertakes and agrees with the Surety to provide and honour all contractually required warranties and/or guarantees.
- (7) IN WITNESS WHEREOF the Claimant has executed this Deed entitled Deed of Release, Assignment, Undertaking and Grant under seal this 23 day of JUNE, 2016 at TORONTO, by its proper signing officers.

LIUNA LOCAL 183

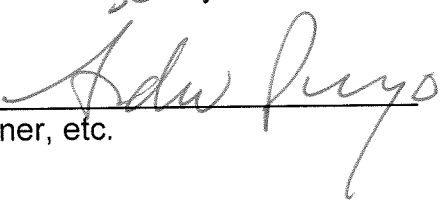
Per:  _____

Per: _____

I/We have authority to bind the corporation.

Tab F

This is Exhibit "F" to the Affidavit of Edouard
Chassé, sworn this 30 day of November,
2017.



A Commissioner, etc.



Anna Kinastowski, B.A., LL.B.*
City Solicitor
Legal Services
Metro Hall, 26th Fl., Stn. 1260
55 John Street
Toronto, ON M5V 3C6
Tel. 416-392-8047
Fax 416-397-5624

* Certified by the Law Society as a Specialist in
Municipal Law: Local Government / Land
Use Planning & Development

Reply To: Scott Nowoselski, Solicitor
Tel: (416) 392-7225
Fax: (416) 397-5624
E-Mail: snowose@toronto.ca

File No.

October 24, 2016

Royal & Sun Alliance Insurance Company of Canada

C/O Mr. Edouard Chassé
BBCG Claim Services
3360 Hurontario Street, Suite 601
Mississauga, ON
L5B 3C4

VIA EMAIL – echasse@bbcg.ca

Dear Mr. Chassé:

Re: Contract No. 15EY-110TM (“Contract”) – City of Toronto and Ore Construction Ltd. Request for Information under s. 39 of the *Construction Lien Act* by Royal & Sun Alliance Insurance Company of Canada

Further to your letters dated July 5, 2016 and September 8, 2016, I have been advised of the following with respect to your request for information pursuant to section 39 of the *Construction Lien Act*, R.S.O. 1990, c. C.30.

The names of the parties to Contract No. 15EY-110TM are City of Toronto and Ore Construction Ltd.

As of October 24, 2016, the state of accounts between the City of Toronto and Ore Construction Ltd. is as follows: The original contract price was \$269,250.00, plus HST. There was an amendment of \$50,000.00 allotted to be spent by Toronto Water. From this amount, \$202,736.56 plus HST has been paid to Ore Construction Ltd. The value of the work completed to date is \$202,736.56 plus HST. The City of Toronto is retaining the amount of \$20,273.66 as the 10 per cent hold back.

Yours truly,

Page #2

Scott Nowoselski
Solicitor

Encl./





Anna Kinastowski, B.A., LL.B.*
 City Solicitor
 Legal Services
 Metro Hall, 26th Fl., Stn. 1260
 55 John Street
 Toronto, ON M5V 3C6
 Tel. 416-392-8047
 Fax 416-397-5624

** Certified by the Law Society as a Specialist in
 Municipal Law: Local Government / Land
 Use Planning & Development*

Reply To: Scott Nowoselski, Solicitor
 Tel: (416) 392-7225
 Fax: (416) 397-5624
 E-Mail: snowose@toronto.ca

File No.

October 24, 2016

Royal & Sun Alliance Insurance Company of Canada

C/O Mr. Edouard Chassé
 BBCG Claim Services
 3360 Hurontario Street, Suite 601
 Mississauga, ON
 L5B 3C4

VIA EMAIL – echasse@bbcg.ca

Dear Mr. Chassé:

**Re: Contract No. 15SC-117TA (“Contract”) – City of Toronto and Ore Construction Ltd.
 Request for Information under s. 39 of the *Construction Lien Act* by
 Royal & Sun Alliance Insurance Company of Canada**

Further to your letters dated July 5, 2016 and September 8, 2016, I have been advised of the following with respect to your request for information pursuant to section 39 of the *Construction Lien Act*, R.S.O. 1990, c. C.30.

The names of the parties to Contract No. 15SC-117TA are City of Toronto and Ore Construction Ltd.

As of October 24, 2016, the state of accounts between the City of Toronto and Ore Construction Ltd. is as follows: The original contract price was \$299,050.00 plus HST. From this amount, \$166,670.07 plus HST has been paid to Ore Construction Ltd. The value of the work completed to date is \$235,976.56 plus HST. The City of Toronto is retaining the amount of \$69,306.50 plus HST (such amount including \$23,597.66 retained as the 10 per cent hold back).

Yours truly,

Scott Nowoselski

Page #2

Solicitor

Encl./

District of: Ontario
Division No. 09-Toronto
Court No.: 31-2131099
Estate No.: 31-2131099

**ROYAL & SUN ALLIANCE INSURANCE
COMPANY OF CANADA**
Applicant

ORE CONSTRUCTION LTD.
Respondent

v.

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

**IN THE MATTER OF THE BANKRUPTCY OF
ORE CONSTRUCTION LTD. OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO**

AFFIDAVIT OF EDOUARD CHASSÉ

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre
22 Adelaide Street West
Toronto, ON M5H 4E3

James W. MacLellan (LSUC # 37197G)
Tel: 416-367-6592
Fax: 416-367-6749

Andrew Punzo (LSUC # 64569K)
Telephone: (416) 367-6005
Facsimile: (416) 367-6749

*Lawyers for the Applicant,
Royal & Sun Alliance Insurance Company of Canada*

District of: Ontario
Division No. 09-Toronto
Court No.: 31-2131099
Estate No.: 31-2131099

**ROYAL & SUN ALLIANCE INSURANCE
COMPANY OF CANADA**
Applicant

v.

ORE CONSTRUCTION LTD.
Respondent

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

**IN THE MATTER OF THE BANKRUPTCY OF
ORE CONSTRUCTION LTD. OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO**

MOTION RECORD

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre
22 Adelaide Street West
Toronto, ON M5H 4E3

James W. MacLellan (LSUC # 37197G)
Tel: 416-367-6592
Fax: 416-367-6749

Andrew Punzo (LSUC # 64569K)
Telephone: (416) 367-6005
Facsimile: (416) 367-6749

*Lawyers for the Applicant,
Royal & Sun Alliance Insurance Company of Canada*