

Court File No. CV-19-615560-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
BONDFIELD CONSTRUCTION COMPANY LIMITED, 950504 ONTARIO INC., 352021  
ONTARIO LIMITED, 2433485 ONTARIO INC. AND 2433486 ONTARIO INC.**

**SIXTH SUPPLEMENT TO THE PHASE II INVESTIGATION  
REPORT OF THE MONITOR**

**June 19, 2020**

**VOLUME 1 OF 2**

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INTRODUCTION

- 1 On October 30, 2019, Ernst & Young Inc., in its capacity as court-appointed Monitor (the “**Monitor**”) served its Phase II Investigation Report.
- 2 The Phase II Investigation Report provided information to the Court regarding the results of the Monitor’s investigation into certain transactions of interest and recommended that the Monitor be authorized to commence an application to seek specific relief against John Aquino, the Estate of Michael Solano and individuals known to the Monitor as Marco Caruso, Joe Ana, Lucia Coccia/Canderle, and John Siracusa (collectively, the “**Individual Respondents**”), among others.
- 3 The proposed application was authorized on November 5, 2019 and, in connection with that authorization, the Monitor commenced an application (the “**TUV Application**”) seeking a declaration that transactions between BCCL and certain suppliers occurring between April 3, 2014 and April 3, 2019 (the “**Impugned Transactions**”) are transfers at undervalue for the purposes of section 96 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”), as incorporated into the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”), by section 36.1 thereof, and various ancillary relief,

including that the Individual Respondents are jointly and severally liable to Bondfield Construction Company Limited (“**BCCL**”) for the value of the Impugned Transactions.

- 4 Together with the Phase II Investigation Report, the Monitor also served the Supplement to the Phase II Investigation Report (the “**First Supplement**”) containing certain additional supporting information regarding the Impugned Transactions.
- 5 The Phase II Investigation Report described aggregate transfers at undervalue in an amount of approximately \$33 million during the applicable statutory review period. Since the date of the Phase II Investigation Report, as a result of the disclosure of additional financial information to the Monitor from various financial institutions, the Monitor has identified additional Impugned Transactions bringing the total amount of the transfers to approximately CDN \$35.7 million and US\$35,030. An updated summary of the Impugned Transactions is attached hereto as **Appendix A**.
- 6 On December 6, 2019, the Monitor served the Second Supplement to the Phase II Investigation Report (the “**Second Supplement**”) in respect of certain issues that the Monitor had identified regarding a property located at 60-74 Gervais Drive, Toronto, Ontario (the “**Gervais Property**”) and, in particular, John Aquino’s apparent interest in that property and steps that appeared to have been taken to dispose of that property.
- 7 Also on December 6, 2019, the Monitor served John Aquino with a motion record seeking interlocutory relief in the TUV Application and freezing John Aquino’s interest in the Gervais Property. The motion was heard on December 12, 2019 and the relief was granted by Justice McEwen on December 30, 2019 (the “**Gervais Mareva**”). John Aquino is seeking leave to appeal and stay the Gervais Mareva.
- 8 A Third Supplement to the Phase II Investigation Report (the “**Third Supplement**”) was served in connection with a motion by various Individual Respondents to convert the TUV Application to an action (the “**Motions to Convert**”). The Motions to Convert were heard on February 28, 2020 and dismissed on April 21, 2020.
- 9 On May 8, 2020 this Court ordered the TUV Applications to proceed on a fixed timetable (the “**TUV Timetable**”) for final hearing the week of September 14, 2020. The hearing

has been scheduled for September 14, 2020, to be heard together with a TUV Application involving Dominic DiPede and a TUV Application brought by KSV Kofman Inc., in its capacity as trustee in bankruptcy of 1033803 Ontario Inc.

- 10 A Fourth Supplement to the Phase II Investigation Report was served on February 14, 2020 in support of the Monitor's motion for an extended Mareva injunction in the TUV Application in respect of all of John Aquino's property, including companies in which John Aquino appears to have an interest (the "**Extended Mareva**"). The Extended Mareva was granted on February 25, 2020 as a term of an adjournment sought by John Aquino.
- 11 The affected Individual Respondents have brought appellate proceedings in the Court of Appeal, seeking to stay the TUV Timetable and reverse the dismissal of the Motions to Convert. On June 12, 2020, the Monitor served the Fifth Supplement to the Phase II Investigation Report, in connection with the Individual Respondents' motions to the Court of Appeal to stay the TUV Timetable and a motion by the Monitor to quash the appeals.
- 12 On June 18, 2020, the parties to the TUV Application appeared on a motion before a single judge of the Court of Appeal. The motion was served by the Respondents on June 11th at 9:41 p.m. The Respondents sought directions from the Court of Appeal with respect to the conduct of their appeals, including the above mentioned stay of the TUV Timetable.
- 13 At the hearing of June 18, 2020, Justice MacPherson determined that: (a) the motion to quash required a three judge panel; and (b) it was necessary for the motion to quash to proceed before any other relief, as the motion to quash engaged jurisdictional issues. Accordingly, no stay of the TUV Timetable order was granted. A copy of Justice MacPherson's endorsement of June 18, 2020 is attached as **Appendix B**.
- 14 Later that day Mr. Aquino advised through counsel of his intention not to file materials on June 19, 2020 as required by the TUV Timetable, but "will do so once we have the accounting expert's report... I should have a better idea on timing for their report next week."
- 15 The Monitor has advised Mr. Aquino through counsel that it does not consent to or waive the breach of the TUV Timetable, and may seek any appropriate remedies. A copy of the

email exchange of counsel of June 18, 2020 is attached as **Appendix C**. The Monitor notes that the timing of the delivery of responding materials (already extended at the request of the respondents) and any challenges regarding the availability of funds for same was known to Mr. Aquino since May 8, 2020.

- 16 The Phase II Investigation Report and the five supplemental reports will be provided in a companion volume to this report, each without appendices, in an effort to reduce volume. Where applicable, the Monitor may refer to and re-attach individual prior appendices within and to this Sixth Supplement, or by way of compendium. The companion volume to this Sixth Supplement will also include each of the orders and decisions referred to above and the Notice of Application with respect to the TUV Application against John Aquino.
- 17 The Monitor has also been engaged in a separate investigation that is ongoing, as set out in the Monitor's twelfth report dated April 12, 2020 (the "**Twelfth Report**"), related to a material document destruction event involving approximately 5000 emails pertaining to Mr. Aquino's involvement with Vas Georgiou in connection with the St. Michael's Hospital contract.

#### **TERMS OF REFERENCE AND DISCLAIMER**

- 18 In preparing this Sixth Supplement and making the comments herein, the Monitor has been provided with, and has relied upon information from the books and records of the Applicants, information in response to a Norwich Order obtained by the Monitor, information contained in affidavits filed in other court proceedings and information from publicly available third party sources (collectively, the "**Information**").
- 19 Except as described in this Sixth Supplement, the Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of such information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards ("**GAAS**") pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.

- 20 Unless otherwise indicated, the Monitor’s understanding of factual matters expressed in this Sixth Supplement is based on the Information, and not independent factual determinations made by the Monitor.
- 21 Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.
- 22 Copies of the Monitor’s reports, including a copy of this Sixth Supplement, and motion records and Orders in these proceedings are available on the Monitor’s website at [www.ey.com/ca/bondfield](http://www.ey.com/ca/bondfield).
- 23 All capitalized terms used herein and not otherwise defined have the meanings given to them in the Phase II Investigation Report.

## OVERVIEW

- 24 This Sixth Supplement is served with respect to the return of the Extended Mareva and in reply to the responding record of John Aquino served Sunday, June 14th at 9:10 pm (the “**Responding Record**”).
- 25 Paragraph one of the Extended Mareva Order provides as follows:
- THIS COURT ORDERS** that this order is without prejudice to the rights of all parties to seek further orders from the Court in respect of the matters addressed in this Order. This order is specifically entered without prejudice to the parties’ respective rights and/or positions in relation to the relief sought by the Monitor by its Notice of Motion dated February 14, 2020.
- 26 Paragraph one was agreed to by the Monitor and John Aquino in recognition of the fact that the full hearing of the Extended Mareva was adjourned at the request of John Aquino. As a formal matter, it permits John Aquino to contest the Extended Mareva on the basis of liability as well as scope.
- 27 However, paragraph one has to be understood in the context of the evolving circumstances of the TUV Application. At that time, Justice McEwen had already determined in connection with the Gervais Mareva that, in the absence of any direct affidavit evidence

from John Aquino, by John Aquino's choice, the Monitor had established a strong *prima facie* case for the TUV Application. That determination was based on the Phase II Investigation Report and the First Supplement and Second Supplement.

- 28 After the Extended Mareva Order was granted, this Court commented for the purposes of the Motions to Convert, that the Impugned Transactions were improper transfers at undervalue. That comment was made upon the basis of, among other things, the Phase II Investigation Report, and the First Supplement, the Second Supplement, and Third Supplement, as well as direct affidavit evidence from John Aquino.
- 29 The Individual Respondents, including John Aquino, have the entitlement to file evidence by June 19, 2020 in accordance with the TUV Timetable, explaining their involvement in what otherwise appears to be a false invoicing and TUV scheme.
- 30 The Monitor's position is that paragraph one of the Extended Mareva order was not intended to permit John Aquino to re-argue his previously unsuccessful arguments against the Monitor's evidence before Justice McEwen on the Gervais Mareva or on the Motions to Convert, particularly where there is not substantive new evidence, including on the critical issue of whether the Impugned Transactions were transfers at undervalue.
- 31 In these circumstances, the Court gave directions at a case conference on June 15, 2020 that Mr. Aquino was to advise the Monitor as to whether the Extended Mareva was being contested on the basis of "strong prima facie case" or simply scope and permissible expenses. No information in this regard has been received by the Monitor.
- 32 The Monitor does not believe there is any material new information in the Responding Record relating to Mr. Aquino's potential defences.
- 33 The Responding Record is made up of, in the majority, argument that is either or any of:
- (a) A collateral attack on the Gervais Mareva; and
  - (b) Arguments that have been previously asserted against the Monitor's Reports and the TUV Application.

34 In this regard, the Monitor notes among other things that in the Responding Record, Mr. Aquino again includes:

- (a) purported justifications for the disposal of the Gervais Property;
- (b) challenges to the credibility of the Monitor's Reports for having been initiated to some degree based on information from Steven Aquino;
- (c) unsupported assertions of the existence of side deals with Dominic Dipede or Steven Aquino;
- (d) statements on the effect of the transfer of funds within the five year review window while ignoring transactions outside of that period that the Monitor believes are very relevant;
- (e) claims related to various transfers by way of Christmas bonuses, in the absence of any tax reporting or withholding for same;
- (f) assertions that some Impugned Transactions are justifiable based on the status of the shareholder loan account;
- (g) complaints about not having received shareholder loan account information from the Monitor, despite not having requested such at any time since the commencement of the TUV Application, and despite Mr. Aquino's description in his Affidavit, sworn May 12, 2020, that he had in his possession various accounting documents that he had acquired in his role as President of Bondfield, including a purported print out of Ralph Aquino's shareholder account from the general ledger of BCCL from September 2004 to September 2018 and an alleged description of the declared and undeclared income of Steven Aquino between 2010 and 2017; and
- (h) assertions that various fund transfers by 2304288 Ontario Inc. ("**230**") to Bondfield were designed as short term capital injections to improve the company's financial statements.

35 What is left of the Responding Record deals with, in large part:



- (a) Assertions with respect to Mr. Aquino's expense issues;
- (b) Assertions around the sufficiency of Mr. Aquino's assets;
- (c) Allegations of potential misuse of BCCL's funds by parties other than Mr. Aquino that are unrelated to the Impugned Transactions; and
- (d) Allegations around Mr. Aquino's intentions with respect to the matrimonial property.

36 The Monitor recognizes Mr. Aquino's entitlement to reasonable living expenses – although the approximately \$45,000 per month claimed is a considerable sum in this regard. Similarly, the Monitor recognizes Mr. Aquino's right to retain and pay counsel for the conduct of the various pieces of litigation which he is defending. However, the Monitor does not agree that such retainers should involve alienating funds that may well not be required before the final hearing of the TUV application.

37 Mr. Aquino has to date repeatedly refused to provide adequate information regarding his assets and sources of income.

38 Mr. Aquino has to date exclusively sought funding from the funds held from the Gervais Mareva.

39 While Mr. Aquino is now in theory subject to a "global" mareva injunction, he has disclosed monthly living expenses of \$45,000 against a monthly income of \$10,000. It is the Monitor's view that any payment of reasonable expenses must also be balanced against the disclosure of asset information and protection of the one existing known liquid asset.

## **EXPENSE REQUESTS**

40 The Extended Mareva Order includes a provision at paragraph 6 permitting John Aquino to seek the Monitor's consent to withdraw sums for ordinary living expenses and legal advice and representation. The Monitor suggested this provision without any prior request by Mr. Aquino because the Monitor recognized it to be a usual incident of expansive mareva injunctions.

- 41 In modifying the proposed Extended Mareva Order to address the adjournment requested by Mr. Aquino, the Monitor also deleted on its own initiative another common provision; that Mr. Aquino provide a statement of assets and liabilities and attend for examination on the statement. The Monitor did so because the hearing of the full motion was being adjourned to March 26, 2020, and the Monitor believed it was not appropriate to request such relief in the interim. The Monitor also anticipated that any expense requests in the interim would be moderate.
- 42 The Monitor did not receive any immediate requests from Mr. Aquino for expenses.
- 43 However, after the occurrence of Covid-19 restriction on March 16, 2020, the intended March 26, 2020 hearing date was automatically adjourned.
- 44 Mr. Aquino's first request for expense payments was made on March 24, 2020. Mr. Aquino requested \$22,822.58 for a monthly mortgage payment on account "of the mortgage registered to the matrimonial home". Counsel for Mr. Aquino further stated "assuming this can be resolved we do not anticipate the Mareva motion... would need to be spoken to on any urgent basis." Counsel for Mr. Aquino also requested confirmation that legal fees could be paid from an existing retainer, after which he would retain a balance of \$15,344. A copy of the email of March 24th is attached as **Appendix D**.
- 45 In response, on March 24, 2020, the Monitor requested a copy of Mr. Aquino's mortgage statement and payment details, and information as to the bank account Mr. Aquino wished to have unfrozen. The Monitor further advised on March 26th that counsel's retainer trust funds could be applied to the existing account. A copy of counsel for the Monitor's email of March 24th is attached as **Appendix E**. A copy of counsel for the Monitor's email of March 26th is attached as **Appendix F**.
- 46 On April 1, 2020, Mr. Aquino provided his mortgage statements and requested an additional payment of \$3,499 on a line of credit. Rather than providing details of a bank account to be unfrozen, Mr. Aquino requested all payments be made from the proceeds of disposition of the Gervais Property. A copy of the email of April 1, 2020 is attached as **Appendix G**.

- 47 On April 7, 2020, the Monitor refused Mr. Aquino’s request. The refusal was as a result of Mr. Aquino’s failure to provide any asset information while requesting payment – and corresponding depletion – from the only material asset within the Monitor’s control. The Monitor specifically invited Mr. Aquino to provide more information on his assets and financial circumstances. Mr. Aquino failed to do so. A copy of the email of April 7, 2020 is attached as **Appendix H**.
- 48 There were no further requests or information from Mr. Aquino for a month. On May 7, 2020, at 5:58 pm before the case conference of May 8, 2020 that had been scheduled to set a timetable for the TUV Application, Mr. Aquino’s counsel responded to the Monitor’s last email of April 7, 2020. Mr. Aquino’s counsel stated that Mr. Aquino had no obligation to disclose additional sources of funds. Counsel then stated that Mr. Aquino’s only source of funds was employment income, in an unidentified amount. Counsel further stated that Mr. Aquino now required payment of monthly expenses of \$58,000, almost three times the prior request. Among the request for expenses were \$2200/month for hydro, \$2000/month for water and waste removal, \$2666/month for house cleaning, \$1500/month for snow and grass maintenance, and Florida condominium payments of \$4000/month. Finally, payment of legal fees in the amount of \$34,279.88 was requested, with a portion from the Gervais Property funds and the rest from trust funds held by Mr. Aquino’s counsel, plus confirmation that “all legal fees going forward... will be paid from the funds that are subject to the mareva order [Gervais funds]”. A copy of the email from counsel for Mr. Aquino dated May 7th is attached as **Appendix I**. The Monitor notes that the email is entitled “without prejudice” but understands that counsel intend to make submissions, if required, as to the absence of any offer of settlement in the email.
- 49 75 minutes later, at 7:14 pm, Mr. Aquino served submissions for the May 8th case conference requesting an immediate return of the Expanded Mareva motion.
- 50 At the return of the case conference on May 8th, the Court directed Mr. Aquino to coordinate with the Monitor upon the immediate return of the Expanded Mareva, if that is the step he wished to take. Counsel communicated after the case conference to discuss the schedule, but no request for a hearing was made. The Monitor did undertake to review the expense payment request of \$58,000, upon receipt of backup, given the considerable

amount of the expenses. The Monitor also requested a sworn statement of assets and liabilities and an examination upon such statement. Finally, the Monitor confirmed that outstanding legal fees in this proceeding would be paid. A copy of counsel for the Monitor's email of May 8, 2020 is attached at **Appendix J**.

51 No response was received to the Monitor's requests of May 8, 2020. Accordingly, on May 19 2020, the Monitor followed up with Mr. Aquino's counsel seeking the requested information on expense backup, the sworn statement of assets and liabilities, and an examination. A copy of counsel for the Monitor's email of May 19, 2020 is attached at **Appendix K**.

52 The next the Monitor heard back from Mr. Aquino was on June 4, 2020. Mr. Aquino's counsel indicated that his monthly expenses were \$46,010.85, and provided some supporting backup. Mr. Aquino's counsel also demanded a guarantee that all legal fees in this proceeding in an unspecified amount would be paid for the length of the proceeding, and demanded \$800,000 for payment of other legal retainers, including \$500,000 for Mr. Alan Gold. A copy of the email from counsel for Mr. Aquino of June 4, 2020, is attached at **Appendix L**.

53 The Monitor responded to Mr. Aquino's counsel on June 8, 2020. The Monitor corrected some arithmetical errors in Mr. Aquino's calculations, resulting in a claim for \$45,657.32 for monthly expenses. The Monitor indicated it would be delivering funds in the amount of \$145,657.32, to deal with Mr. Aquino's immediate needs. The Monitor further indicated that at this juncture court direction was necessary regarding the lack of asset disclosure and certain of the expense requests. The Monitor requested Mr. Aquino's availability from June 15, 2020 on for such hearing. The hearing is now scheduled for June 24, 2020. A copy of counsel for the Monitor's email of June 8, 2020 is attached at **Appendix M**.

54 At the case conference of June 15, 2020, Mr. Aquino disclosed for the first time two specific amounts of legal and expert fees required for this proceeding, in the amount of \$135,000. The Monitor agreed to immediate payment of those amounts. After input from the Court, the Monitor also agreed to payment of an additional \$100,000 retainer for Mr.

Aquino's defence in a St. Michael's Hospital action. Those funds have now been delivered, for a total of \$380,000.

- 55 The Monitor's position on all additional expense requests and legal fees is that until Mr. Aquino has complied with the basic obligation to disclose all assets and submit to examination, it is inappropriate to go beyond the interim payments that have been made.
- 56 The Monitor's position with respect to future professional retainers, aside from asset disclosure, is that there should be a demonstrable basis for the requirements of such funds prior to September 14, 2020, the return date of the TUV Application. After that date there is a realistic possibility that any funds are not legitimately available for legal retainers, and should not be rendered immune from execution.
- 57 The Monitor notes that the Gervais funds were not liquid until recently. The Monitor further notes that none of the other assets within the Monitor's knowledge under the Extended Mareva are liquid, or even, subject to the information set out below, known to have material verified value.
- 58 The Monitor's position with respect to the monthly living expenses, aside from the need for asset disclosure, is that the amounts are unusually high, and not consistent with Mr. Aquino's current stated monthly income of \$10,000 or the salary of Mr. Aquino as a Bondfield employee, which was in the range of \$189,000 to \$234,000 during the years from 2013 to 2017 based upon T4 reports identified by the Monitor. The shortfall, after accounting for income taxes, between Mr. Aquino's employment income and Mr. Aquino's living expenses at the current requested level would have been over \$350,000 each year, which in some years may have been satisfied through Mr. Aquino's alleged bonuses; however those alleged bonuses ceased to be paid in 2016. The Monitor proposes that Mr. Aquino submit to examination with respect to the items claimed, following which the Court can provide direction on their appropriateness.
- 59 Regardless of the appropriateness of their quantum, the Monitor also notes that a large portion of the expenses, approximately \$33,000, are directed at paying the mortgage upon and otherwise maintaining the expenses for the matrimonial property. Mr. Aquino is,

however, disputing the attachment of the Extended Mareva to that property due to the assertion of his prior transfer of his interest in the property. To the extent such expenses are permissible, the Monitor notes that it may be appropriate for the beneficiaries of those funds to provide security over the subject property. Similarly, to the extent such expenses are for mortgage payments over a Florida condominium, it would be appropriate to grant a charge with respect to same. Should Mr. Aquino wish to, he may also choose to engage the Monitor in a discussion regarding a disposition of that property to fund his monthly living expenses.

#### **INFORMATION RELATING TO ASSETS CURRENTLY SUBJECT TO THE EXTENDED MAREVA**

60 As the Monitor indicated in the Fourth Supplemental Report, at paragraphs 24-29, while the Monitor uncovered certain information in the Applicants' records relating to Mr. Aquino's assets, that information dates back to October 2018 and Mr. Aquino's departure from Bondfield.

61 In the Responding Record, Mr. Aquino alleges at paragraph 124 that the Monitor has incorrectly stated in the Fourth Supplemental Report that Mr. Aquino holds an interest in various properties identified at paragraph 29 of that report. Mr. Aquino further states that he has advised the Monitor through counsel of the properties he does not have an interest in.

62 The Monitor does not have a record of receipt of such a list of properties in which Mr. Aquino allegedly does not have an interest. The only information the Monitor did receive was a statement to that effect by counsel for Mr. Aquino in court on February 25, 2020, without supporting information.

63 Since February 25th, the Monitor has been contacted by only two parties asserting that Mr. Aquino does not have a direct or indirect interests in properties that are the subject of the Extended Mareva:

- (a) Counsel to Terranata Corp. contacted the Monitor in late February requesting the removal of three properties from the Extended Mareva based upon a claim that Mr.

Aquino no longer has a direct or indirect interest in those properties. The Monitor requested detailed information supporting Terranata Corp.'s position. To date, such supporting information has not been received and the Extended Mareva has not been modified.

- (b) On June 16, 2020, the Monitor received correspondence from counsel to 2664835 Ontario Inc., as owner of lands municipally known as 425 Alness Street, Toronto. The correspondence asserts that neither Mr. Aquino nor any corporations of Mr. Aquino hold shares in 2664835 Ontario Inc. The Monitor is reviewing this matter and has made requests for supporting information.

64 The partial nature of the information put forth is not sufficient for the Monitor to draw any conclusions. Further, if such information is correct, the assets that should be covered by the Extended Mareva would be reduced, which would only increase the importance of ensuring that the remaining properties remain subject to the Extended Mareva.

65 Finally, the Monitor notes that most of the selected properties that Mr. Aquino now states are adequate security for the Extended Mareva are the subject matter of litigation between Mr. Aquino and his father Ralph. If Mr. Aquino loses that litigation, those assets may have no worth to him, or the creditors of BCCL. The Monitor does not regard Mr. Aquino's statement that his father has always intended to split his assets into thirds between his three children as reliable security or any security at all, particularly in circumstances where Mr. Aquino is engaged in litigation against his father and where the timing of any such purported sharing of assets is unknown.

66 The Monitor has received third party confirmation of Mr. Aquino's interest in one property. On May 21, 2020, the Monitor received correspondence from counsel to 1631057 Ontario Inc. ("**163 Ontario**"). This correspondence explained that 163 Ontario is the title trustee and operator of a joint venture which exists for the development and construction of lands located at the intersection of Conlin Road and Anderson Street in Whitby, Ontario, in which Mr. Aquino holds an indirect interest. Based upon the detailed information provided by counsel to 163 Ontario, the Monitor believes that these lands include the Anderson Property identified in the Responding Record and one additional property in Whitby, both

of which are the subject of the Extended Mareva. The Monitor does not believe the lands held by 163 Ontario are developed at this time and has no independent valuation of these undeveloped lands or any view of the liquidity of Mr. Aquino's interest in these lands.

## **ISSUES RELATING TO THE MATRIMONIAL HOME**

67 Mr. Aquino makes certain assertions with respect to the timing of the disposition of the matrimonial home for which he has indicated he will be seeking a sealing order. Accordingly the Monitor will not refer to those statements in detail here. The Monitor does, however, make the following general observations:

- (a) the Monitor has received no explanation for the specific timing of the registration of the transfer of this property in the face of the pending Gervais Mareva; and
- (b) Mr. Aquino is still seeking to utilize significant portions of his own assets to maintain the matrimonial property.

68 The Monitor believes that, even leaving aside the transfer of the matrimonial home, the totality of the allegations with respect to the TUV Application, accepted by two different courts, are sufficient to establish a risk of Mr. Aquino's dissipation of assets.

## **ISSUES RELATED TO RCO GENERAL CONTRACTING LTD.**

69 At paragraph 95 of the Responding Record, Mr. Aquino states that RCO General Contracting Ltd., one of the Suppliers of Interest, did not in fact receive a particular payment of \$282,500. Mr. Aquino states that this payment relates to a settlement of a DMS Mechanical account for the Trenton Hangar Project. However, email correspondence identified by the Monitor between DMS Mechanical and Mr. Aquino in December 2017 indicates that the backcharge to the DMS Mechanical account for a RCO General Contracting Ltd. invoice was an error and that the DMS Mechanical account would be paid in full without any backcharge for amounts owing due to the RCO General Contracting Inc. invoice. A copy of this email correspondence and related attachments is included as **Appendix N**.



## **RE-ASSERTION OF PRIOR ARGUMENTS**

- 70 The bulk of Mr. Aquino's remaining argument and evidence is addressed to re-arguing issues previously addressed by this Court and Justice McEwen, as set out in more detail below.
- 71 Most notably, the Monitor has still not received any evidence from Mr. Aquino to rebut the evidence of a false invoicing scheme set out in detail in the Phase II Investigation Report, and relied upon by this Court and Justice McEwen in reaching their respective decisions.

### **Gervais Property**

- 72 At paragraph 153 of the Responding Record, John Aquino asserts that the sale of the Gervais property was a sale in the ordinary course of business. He provides further evidence in support of this contention at paragraphs 168-173.
- 73 This contention was considered by Justice McEwen in connection with the granting of the Gervais Mareva order and did not impact Justice McEwen's determination that the Gervais Mareva was appropriate.

### **Unrelated Matters Regarding the Aquino Family**

- 74 The Responding Record makes a number of allegations related to: (i) the credibility of Steven Aquino; (ii) alleged side deals with Bridging Finance Inc. and Zurich Insurance Company Limited; and (iii) transfers of benefits from the Applicants to other members of the Aquino family, including Steven Aquino.
- 75 The Monitor is not aware of any issues regarding the credibility of the information provided by Steven Aquino to the Monitor in connection with the Phase II Investigation Report. As explained in the Third Supplement, the information the Monitor obtained from Steven Aquino is limited and is summarized at paragraph 27 of the Phase II Investigation Report. The Monitor is not aware of any dispute about those facts summarized in paragraph 27 of the Phase II Investigation Report. In addition, as is evident in the Phase II Investigation Report and the supplemental material, the Monitor has relied on multiple sources of

information and reviewed a large volume of documentation in conducting its investigation, in addition to information obtained from Steven Aquino. In total 577 invoices were recorded in the Applicants' accounting system from the Suppliers of Interest from 2011 to 2018 and the First Supplement contains approximately 805 electronic records (1,114 pages) which provide the available particulars of the Impugned Transactions and the Suppliers of Interest.

76 The Responding Record makes multiple references to a "*quid pro quo*" that Steven Aquino has with Bridging Finance Inc. and Zurich Insurance Company Limited that is directed against John Aquino. The Monitor is not aware of any such side deals between Steven Aquino and either of these parties or of any evidence suggesting such side deals may exist. For greater certainty, there is also no side deal between Steven Aquino and the Monitor related to any information provided by Steven Aquino in connection with the TUV Application.

77 While the Responding Record describes certain transactions that may have been entered into between the Applicants and each of Steven Aquino and Ralph Aquino, the Monitor does not believe those transactions, if proven, would have any impact on the consideration of the TUV Application. To the extent that any such transactions do exist, the Monitor is not aware of any alleged link between those transactions and the Impugned Transactions that are the subject of the TUV Application.

#### **Net Financial Impact of the Impugned Transactions**

78 The Monitor has reviewed the description in the Responding Record of the alleged net financial impact of the Impugned Transactions after accounting for amounts that Mr. Aquino asserts were transferred or advanced to BCCL either by Mr. Aquino or by 230.

79 While the Monitor does not agree that a netting of unrelated transactions is a required step in the transfer at undervalue analysis, the Monitor has reviewed this issue. The Monitor's analysis shows that after accounting for all inflows to BCCL from 230 and the other the Suppliers of Interest and all outflows to 230 and the other the Suppliers of Interest from BCCL during the period from 2011 to 2018, the net outflow from BCCL to 230 and the

other Suppliers of Interest remains CDN\$28,823,510 and US\$35,030 as summarized below:

Entity	Received from BCCL <sup>1</sup>	Paid to BCCL	Curr	Net
2304288 Ontario Inc.	23,493,287	17,300,000	CAD	6,193,287
	35,030	-	USD	35,030
Clearway Haulage	7,566,887	-	CAD	7,566,887
MMC Contracting	4,208,798	-	CAD	4,208,798
MTEC Construction	3,093,827	-	CAD	3,093,827
RCO General Contracting Ltd.	282,500	-	CAD	282,500
Strada Haulage	6,097,028	-	CAD	6,097,028
Time Passion	1,346,153	-	CAD	1,346,153
<b>Total</b>	<b>46,123,510</b>	<b>17,300,000</b>	<b>CAD</b>	<b>28,823,510</b>
	<b>35,030</b>	<b>-</b>	<b>USD</b>	<b>35,030</b>

- 80 The above calculation differs from the calculation proposed by Mr. Aquino in part because the Monitor's calculation covers the period from 2011 to 2018, whereas Mr. Aquino's calculation focuses only on 2014 to 2018.
- 81 In the Monitor's view, to the extent the netting exercise is relevant at all it must take into account the full period from 2011 to 2018 as it may be that funds transferred back to BCCL during the shorter statutory five year review period are the same funds or the same value that was improperly transferred out of BCCL to 230 and the other Suppliers of Interest in the period prior to the statutory five year review period. It would not be fair or equitable in the Monitor's view to focus on netting of amounts over only a selected limited time period that would be more favourable to Mr. Aquino due to timing differences.

---

<sup>1</sup> The Monitor notes that the amounts received by the Suppliers of Interest from BCCL have been updated since the date the TUV Application was filed based upon additional information received from financial institutions through which the Monitor has identified additional Impugned Transactions totaling approximately CDN \$2.6 million.

### **Bonus Allegations**

82 The Responding Record states that certain of the payments made by BCCL to 230 were not transfers at undervalue but rather were bonus payments to Mr. Aquino. The total amount of these alleged bonuses for 2014 through 2016 was \$1,977,500.

83 The Monitor has reviewed the information provided in the Responding Record related to the alleged bonus payments.

84 A summary of these amounts is set out below:

<b>Date of Payment</b>	<b>Amount</b>
December 19, 2014	\$678,000
December 17, 2015	\$734,500
December 21, 2016	\$565,000
Total	\$1,977,500

Copies of the cheques through which the above payments were made are attached hereto as **Appendix O**.

85 BCCL's records show that these claimed bonus amounts were not recorded as employee payroll expenses or shareholder draws by BCCL. Instead, these amounts were recorded by BCCL as material and tax expenses on various construction jobs. Copies of the journal entries from the BCCL accounting system showing the allocation of these payments to construction job costs are attached hereto as **Appendix P**.

86 T4 tax forms issued to John Aquino by Bondfield Management Inc., which is the Bondfield affiliate that appears to have processed Mr. Aquino's employment income, report that Mr. Aquino's employment income was as follows for the 2014 through 2016 years:

<b>Tax Year</b>	<b>Employment Income</b>
2014	\$189,280.00
2015	\$233,953.20
2016	\$230,446.36

87 In summary, BCCL has no record of these alleged bonus amounts having been paid to Mr. Aquino as employment income.

### **Capital Injections**

88 The Responding Record describes various “Capital Injections” made to BCCL by 230 for the specific purpose of temporarily increasing the cash on and working capital of BCCL to increase the borrowing and bonding capacity of BCCL.

89 The Monitor has not been able to identify these Capital Injections in BCCL’s accounting records.

90 Based upon the description of these transactions in the Responding Materials, these do not appear to be bona fide contributions of funds from 230 or Mr. Aquino to Bondfield. These transactions appear to have been designed specifically to artificially and very temporarily increase BCCL’s liquidity. The Monitor notes that the source of the funding used to make these Capital Injections is unclear and that these amounts may have been funded from the proceeds of prior Impugned Transactions.

### **Shareholder Loan Accounts**

91 The Responding Record describes \$7.5 million of loans made from 230 to BCCL in March of 2018.

92 One of these advances by 230 was made on March 17, 2018 in the amount of \$2,000,000. This advance was recorded as a reduction to construction job costs, and not as a shareholder loan or contribution. On April 6, 2018 a payment was made to 230 for \$2,000,000 to

effectively remove the \$2,000,000 amount that was previously advanced on March 17, 2018. This transaction followed the same pattern as the short term Capital Injections described above.

93 The other two advances by 230 of \$4,000,000 on March 10, 2018 and \$1,500,000 on March 20, 2018 were recorded as shareholder contributions made by John Aquino. However, the process to record these contributions was a multistep process that involved recording the contributions as reductions to construction job costs before ultimately moving the amount to show as an amount owing to John Aquino. The amounts were not returned to 230.

94 The source of the funds to make these additional advances remains unclear and these amounts may have also been funded from the proceeds of prior Impugned Transactions.

## CONCLUSION

95 In the Monitor's view there is no material new information in the Responding Record that affects the appropriateness of the Extended Mareva.

96 The Responding Record does not provide additional information to explain any valid business rationale for the Impugned Transactions. The Monitor believes that the Impugned Transactions remain *prima facie* transfers at undervalue.

97 To the extent the Responding Record questions the quantum claimed in the TUV Application these questions are based on a netting concept that is not relevant for the purposes of the TUV Application. Further, if such netting is approached in a proper and comprehensive manner, the net outflows from BCCL are much higher than asserted by Mr. Aquino.

98 Finally, the Responding Record also does not provide sufficient information to prove that the immediately realizable value of the properties that are the subject of the Extended Mareva exceed the amounts claimed by the Monitor in the TUV Application.

99 The Monitor is willing to have reasonable discussions regarding the availability of necessary living expenses and funding for legal costs through to the completion of the TUV Application as part of the Extended Mareva. However, those reasonable discussions must

be informed by reasonable supporting information from Mr. Aquino regarding his available assets and expenses, which to date have not been made available.

All of which is respectfully submitted this 19<sup>th</sup> day of June, 2020.

**ERNST & YOUNG INC.**

**Solely in its role as Court-appointed Monitor  
of the Bondfield Group, and not in its personal capacity**

**Per:**

A handwritten signature in blue ink, appearing to read "Alex Morrison", with a stylized flourish at the end.

**Alex Morrison, CPA, CA  
Senior Vice President**

# **APPENDIX A**



## TUV Amendment Filing Summary Tables

Supplier of Interest Receipts from Bondfield Group After April 3, 2014

Supplier of Interest	Receipts from Bondfield Group
2466601 Ontario Inc. / MMC General Contracting	4,208,798 CAD
2483251 Ontario Corp. / Clearway Haulage	7,566,887 CAD
2420595 Ontario Ltd. / Strada Haulage	6,097,028 CAD
2420570 Ontario Ltd. / MTEC Construction	3,093,827 CAD
RCO General Contracting Inc.	282,500 CAD
Time Passion, Inc.	558,653 CAD
2304288 Ontario Inc.	13,985,743 CAD 35,030 USD
<b>Total (with TUV period – after April 3, 2014)</b>	<b>35,793,436 CAD</b> <b>35,030 USD</b>

# **APPENDIX B**

ERNST & YOUNG INC., in its capacity as Court Appointed  
Monitor of Bondfield Construction Company Limited

Applicant (Respondent)

- and -

MARCO CARUSO and others

Respondents (Appellant)

Court of Appeal File No. C68379

M51593

COURT OF APPEAL FOR ONTARIO

BEFORE MacPherson J.A.

DATE 18-JUN-2020

DISPOSITION OF MOTION

Ernst and Young Inc. brings a motion to quash this appeal. In my view, this motion must be dealt with first, including in front of the respondents' motion for directions.

The parties agree that the motion to quash must be heard by a panel of the court, not a single judge.

The parties will speak to the court office to arrange a date for the hearing of the motion to quash.

The costs of today's appearance is reserved to the panel that hears the motion.

J. MacPherson J.A.

COURT OF APPEAL FOR ONTARIO

Proceeding commenced at TORONTO

MOTION RECORD OF THE APPELLANT,  
MARCO CARUSO  
(Returnable June 18, 2020)

CORSIANOS LEE  
Barristers and Solicitors  
3800 Steeles Avenue West  
Suite 203W  
Vaughan, Ontario  
L4L 4G9

George Corsianos  
(LSO #48261K)  
Tel: (905) 370-1091  
Fax: (905) 370-1095  
Email: gcorsianos@cl-law.ca

Lawyers for the Respondent, Marco Caruso  
(Appellant)

# APPENDIX C

**From:** Citak, S. Michael <mcitak@grllp.com>  
**Sent:** June 18, 2020 5:12 PM  
**To:** Merskey, Alan <alan.merskey@nortonrosefulbright.com>; Gilchrist, Craig <cgilchrist@torys.com>; tcorsianos@corsianoslaw.com; 'George Corsianos' <gcorsianos@cl-law.ca>; Cobb, Evan <evan.cobb@nortonrosefulbright.com>; 'jopolsky@torys.com' <jopolsky@torys.com>  
**Cc:** Junior, Chris <cjunior@grllp.com>  
**Subject:** RE: TUV Application

Hi Alan:

I'm not happy that our materials aren't complete. And I made it clear that our inability to retain our expert would impact our ability to complete our responding materials. Again, I will advise once I have a better idea on timing of the expert's report.

Michael

**S. Michael Citak** • Partner  
Gardiner Roberts LLP  
Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3  
T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]  
**Sent:** June 18, 2020 4:53 PM  
**To:** Citak, S. Michael; Gilchrist, Craig; [tcorsianos@corsianoslaw.com](mailto:tcorsianos@corsianoslaw.com); 'George Corsianos'; Cobb, Evan; 'jopolsky@torys.com'  
**Cc:** Junior, Chris  
**Subject:** RE: TUV Application

Michael,

Thank you for your information that Mr Aquino intends to deliberately breach the court order setting the timetable. I note that this intention was presumably known to Mr Aquino at the time of Monday's case conference attendance, but not disclosed to the Court.

For reasons that should be self evident to Mr Aquino by now, including the history of this application and Mr Aquino's appeal, the Monitor does not consent to or waive this breach in any respect. The Monitor reserves all of its rights and remedies in this regard, including pursuant to Rule 3.04(4) and it intends to raise Mr Aquino's conduct with Justice Hainey at the appropriate juncture.

With respect to additional time for the hearing of this application, should Mr Aquino still be permitted to submit evidence, you will need to address this with the Court. You are welcome to do so on Wednesday. I do not agree with your time estimate of relevant argument, and pursuant to the current practice direction there may also be restrictions on hearings greater than a day.

Best regards

**Alan Merskey**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4805 | F: +1 416.216.3930  
[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

## **NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>  
**Sent:** June 18, 2020 2:31 PM  
**To:** Gilchrist, Craig <[cgilchrist@torys.com](mailto:cgilchrist@torys.com)>; [tcorsianos@corsianoslaw.com](mailto:tcorsianos@corsianoslaw.com); 'George Corsianos' <[gcorsianos@cl-law.ca](mailto:gcorsianos@cl-law.ca)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; 'jopolsky@torys.com' <[jopolsky@torys.com](mailto:jopolsky@torys.com)>; Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>  
**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>  
**Subject:** TUV Application

Folks:

As an FYI, John Aquino does not intend on filing materials in response to the TUV applications at this time, but will do so once we have the accounting expert's report (or at a later time depending on the results of the Monitor's motion to quash and our appeal). I should have a better idea on timing for their report next week. I will do everything on our end to ensure that the return date of the application is not compromised (unless the Court of Appeal agrees with us on the conversion motion or rules in our favour on the stay).

I'd be remiss if I didn't mention that as it relates to the return date of the application itself, I do not realistically think that a single day will be sufficient to dispose of the application. Alan, do you have any insight into whether we can have a few extra days on this? I think at a minimum three would be more appropriate.

Thanks,  
Michael

**S. Michael Citak** • Partner  
Gardiner Roberts LLP  
Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3  
T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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# **APPENDIX D**



**From:** Citak, S. Michael <mcitak@grllp.com>

**Sent:** March 24, 2020 11:51 AM

**To:** Cobb, Evan <evan.cobb@nortonrosefulbright.com>; Merskey, Alan <alan.merskey@nortonrosefulbright.com>

**Cc:** Junior, Chris <cjunior@grllp.com>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

In accordance with the temporary order of Justice Hainey dated February 25, 2020 and in accordance with paragraph 6 thereof, our client hereby requests to withdraw the sum of \$22,822.58 on a monthly basis to remit payment to HSBC on account of the mortgage registered to the matrimonial home, municipally described as 9 Chieftain Crescent, Toronto. Please confirm that the Monitor is agreeable to this as soon as possible. We understand that the mortgage payment is currently in arrears given that Mr. Aquino's accounts have been frozen. Assuming this can be resolved, we do not anticipate that the Mareva motion, originally scheduled for March 26, 2020 but adjourned on account of the Covid-19 epidemic, would need to be spoken to on any urgent basis.

Furthermore, please confirm that we may draw down from the retainer funds held in our trust account to render payment for our current statement of account. We can confirm that there will be a remaining balance of \$15,344.00 of the retainer funds upon payment of same.

Can you also please confirm whether the GST motion originally scheduled for March 26, 2020 will still be proceeding?

As it relates to the Corebuild motion (which you have now advised will be heard on the 27<sup>th</sup>), we hereby request a copy of all confidential appendices referenced in the materials. As you are aware, our client is a significant shareholder of BCCL and ought to be privy to same. In addition, Zurich Insurance Company Ltd. has commenced an action as against our client for a sizeable quantum of damages, and we anticipate that Zurich will be claiming its losses on account of the Corebuild transaction as against Mr. Aquino. Any sale of assets is therefore highly relevant to our client.

We await your response. Do not hesitate to contact me should you wish to discuss the foregoing.

Thanks,

Michael

**S. Michael Citak • Partner**

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Cobb, Evan [<mailto:evan.cobb@nortonrosefulbright.com>]

**Sent:** March 24, 2020 11:19 AM

**To:** Ma, Catherine; [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com); Merskey, Alan; Schmitt, Alexander; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglars.com](mailto:rmacdougall@foglars.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com); [samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com); [bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseauumazzuca.com](mailto:michael@rousseauumazzuca.com); [athan@rousseauumazzuca.com](mailto:athan@rousseauumazzuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca); [gball@mccarthy.ca](mailto:gball@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@cassels.com](mailto:bgoodis@cassels.com); [malter@cassels.com](mailto:malter@cassels.com); [jbirch@cassels.com](mailto:jbirch@cassels.com); Citak, S. 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**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

**TO THE SERVICE LIST:**

The Monitor's motion in the above noted proceedings for approval of a Transfer & Completion Agreement and Shared Services Agreement will now be heard by teleconference at 10 a.m. on Friday, March 27<sup>th</sup>.

Please send an email to me if you would like to receive a dial in for this hearing.

Thank you.

**Evan Cobb**

Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada

T: +1 416.216.1929 | F: +1 416.216.3930

[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)

## NORTON ROSE FULBRIGHT

**From:** Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>

**Sent:** March 13, 2020 7:21 PM

**To:** [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com); Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>; Schmitt, Alexander <[alexander.schmitt@nortonrosefulbright.com](mailto:alexander.schmitt@nortonrosefulbright.com)>; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca); 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**Subject:** In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

### TO THE SERVICE LIST:

Please find enclosed the Motion Record and Eleventh Report of the Monitor dated March 13, 2020. This motion seeks, among other things, approval of a Transfer & Completion Agreement and Shared Services Agreement.

**Catherine Ma**  
Law Clerk

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada

T: +1 416.216.4838 | F: +1 416.216.3930

[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)

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# **APPENDIX E**

**From:** Merskey, Alan

**Sent:** March 24, 2020 5:27 PM

**To:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>; alex.f.morrison@ca.ey.com; O'Brien, Lynne <[lynne.obrien@nortonrosefulbright.com](mailto:lynne.obrien@nortonrosefulbright.com)>; Taylor, Stephen <[stephen.taylor@nortonrosefulbright.com](mailto:stephen.taylor@nortonrosefulbright.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Michael,

I will get instructions on the below. Can you please provide a copy of the mortgage statement and any other payment details. Also please advise which account the payment is sought to be made from so that, in the even we are so instructed, we can coordinate with the applicable financial institution.

Regarding the HST motion, no it is not proceeding on the 26<sup>th</sup>.

Best regards

**Alan Merskey**

Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.

222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada

T: +1 416.216.4805 | F: +1 416.216.3930

[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>

**Sent:** March 24, 2020 11:51 AM

**To:** Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

In accordance with the temporary order of Justice Hainey dated February 25, 2020 and in accordance with paragraph 6 thereof, our client hereby requests to withdraw the sum of \$22,822.58 on a monthly basis to remit payment to HSBC on account of the mortgage registered to the matrimonial home, municipally described as 9 Chieftain Crescent, Toronto. Please confirm that the Monitor is agreeable to this as soon as possible. We understand that the mortgage payment is currently in arrears given that Mr. Aquino's accounts have been frozen. Assuming this can be resolved, we do not anticipate that the Mareva motion, originally scheduled for March 26, 2020 but adjourned on account of the Covid-19 epidemic, would need to be spoken to on any urgent basis.

Furthermore, please confirm that we may draw down from the retainer funds held in our trust account to render payment for our current statement of account. We can confirm that there will be a remaining balance of \$15,344.00 of the retainer funds upon payment of same.

Can you also please confirm whether the GST motion originally scheduled for March 26, 2020 will still be proceeding?

As it relates to the Corebuild motion (which you have now advised will be heard on the 27<sup>th</sup>), we hereby request a copy of all confidential appendices referenced in the materials. As you are aware, our client is a significant shareholder of BCCL and ought to be privy to same. In addition, Zurich Insurance Company Ltd. has commenced an action as against our client for a sizeable quantum of damages, and we anticipate that Zurich will be claiming its losses on account of the Corebuild transaction as against Mr. Aquino. Any sale of assets is therefore highly relevant to our client.

We await your response. Do not hesitate to contact me should you wish to discuss the foregoing.

Thanks,  
Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Cobb, Evan [<mailto:evan.cobb@nortonrosefulbright.com>]

**Sent:** March 24, 2020 11:19 AM

**To:** Ma, Catherine; [mdellellis@osler.com](mailto:mdellellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com); Merskey, Alan; Schmitt, Alexander; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglers.com](mailto:rmacdougall@foglers.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com); [samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com); [bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseauumazzuca.com](mailto:michael@rousseauumazzuca.com); [athan@rousseauumazzuca.com](mailto:athan@rousseauumazzuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca); [gball@mccarthy.ca](mailto:gball@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@cassels.com](mailto:bgoodis@cassels.com); [malter@cassels.com](mailto:malter@cassels.com); [jbirch@cassels.com](mailto:jbirch@cassels.com); Citak, S. Michael; [KTakagi@blg.com](mailto:KTakagi@blg.com); [JMelia@blg.com](mailto:JMelia@blg.com); [mallen@farris.com](mailto:mallen@farris.com); [kmahar@millerthomson.com](mailto:kmahar@millerthomson.com); [dbulat@millerthomson.com](mailto:dbulat@millerthomson.com); [jgardner@singleton.com](mailto:jgardner@singleton.com); [clabiris@singleton.com](mailto:clabiris@singleton.com); [rpayne@morrisonandpayne.com](mailto:rpayne@morrisonandpayne.com); [fbogach@weirfoulds.com](mailto:fbogach@weirfoulds.com); [jscorgie@weirfoulds.com](mailto:jscorgie@weirfoulds.com); [jlittle@singleton.com](mailto:jlittle@singleton.com); [ebisceglia@lawtoronto.com](mailto:ebisceglia@lawtoronto.com); [fsouza@lawtoronto.com](mailto:fsouza@lawtoronto.com); [mswartz@weirfoulds.com](mailto:mswartz@weirfoulds.com); [bkuchar@weirfoulds.com](mailto:bkuchar@weirfoulds.com); [jciraco@marksandciraco.com](mailto:jciraco@marksandciraco.com); [jeanriea@bennettjones.com](mailto:jeanriea@bennettjones.com); [paynea@bennettjones.com](mailto:paynea@bennettjones.com); [mdrudi@dakllp.com](mailto:mdrudi@dakllp.com); [jnathwani@glaholt.com](mailto:jnathwani@glaholt.com); [bjaeger@ferrarijaeger.com](mailto:bjaeger@ferrarijaeger.com); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [dcrawford@ggfilaw.com](mailto:dcrawford@ggfilaw.com); [enadler@nadlerlaw.ca](mailto:enadler@nadlerlaw.ca); [acamporese@csdlawyers.ca](mailto:acamporese@csdlawyers.ca); [adam.grossi@devrylaw.ca](mailto:adam.grossi@devrylaw.ca); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [avisheau@kmlaw.ca](mailto:avisheau@kmlaw.ca); [f.battiston@battistonlaw.com](mailto:f.battiston@battistonlaw.com); [jsanderson@maclawyers.ca](mailto:jsanderson@maclawyers.ca); [mcassone@harrisonpensa.com](mailto:mcassone@harrisonpensa.com); [stam@qsnh.com](mailto:stam@qsnh.com); [pcho@weirfoulds.com](mailto:pcho@weirfoulds.com); [mike@gayedlaw.com](mailto:mike@gayedlaw.com); [BHalfin@goodmans.ca](mailto:BHalfin@goodmans.ca); [TJacobson@goodmans.ca](mailto:TJacobson@goodmans.ca); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [mallen@weirfoulds.com](mailto:mallen@weirfoulds.com); [mbinetti@agmlawyers.com](mailto:mbinetti@agmlawyers.com); [jeff@spark.law](mailto:jeff@spark.law); [mbinetti@agmlawyers.com](mailto:mbinetti@agmlawyers.com); [edreyer@kw-law.com](mailto:edreyer@kw-law.com); [cd@giffenlawyers.com](mailto:cd@giffenlawyers.com); [PDipepe@bondfield.com](mailto:PDipepe@bondfield.com); [cyamashita@shlaw.ca](mailto:cyamashita@shlaw.ca); [charles.simco@shibleyrighton.com](mailto:charles.simco@shibleyrighton.com);

[megan.marrie@shibleyrighton.com](mailto:megan.marrie@shibleyrighton.com); [mstcy@casells.com](mailto:mstcy@casells.com); [jradnoff@radnofflaw.com](mailto:jradnoff@radnofflaw.com); [ben.sakamoto@bakermckenzie.com](mailto:ben.sakamoto@bakermckenzie.com); [schmuckd@simpsonwiggles.com](mailto:schmuckd@simpsonwiggles.com); [pguaragna@millerthomson.com](mailto:pguaragna@millerthomson.com); [jkrnjc@regencylawgroup.ca](mailto:jkrnjc@regencylawgroup.ca); [akosha@mccarthy.ca](mailto:akosha@mccarthy.ca); [jmgottli@sullivan-mahoney.com](mailto:jmgottli@sullivan-mahoney.com); [jteal@lloydburns.ca](mailto:jteal@lloydburns.ca); [mtamblyn@torkinmanes.com](mailto:mtamblyn@torkinmanes.com); [rhauk@torkinmanes.com](mailto:rhauk@torkinmanes.com); [sthom@torkinmanes.com](mailto:sthom@torkinmanes.com); [IPeck@sblegal.ca](mailto:IPeck@sblegal.ca); [cbreukelman@sblegal.ca](mailto:cbreukelman@sblegal.ca); [exega@sblegal.ca](mailto:exega@sblegal.ca); [rjk@kennaley.ca](mailto:rjk@kennaley.ca); [mradulescu@ggfilaw.com](mailto:mradulescu@ggfilaw.com); [im@glaholt.com](mailto:im@glaholt.com); [schmuckd@simpsonwiggles.com](mailto:schmuckd@simpsonwiggles.com); [cpittam@bbo.on.ca](mailto:cpittam@bbo.on.ca); [pkryiakakis@mccarthy.ca](mailto:pkryiakakis@mccarthy.ca); [sastolfo@weirfoulds.com](mailto:sastolfo@weirfoulds.com); [jopolsky@torys.com](mailto:jopolsky@torys.com); [jsacks@millerthomson.com](mailto:jsacks@millerthomson.com); [awainstock@dakllp.com](mailto:awainstock@dakllp.com); [jfinnigan@tgf.ca](mailto:jfinnigan@tgf.ca); [smcgrath@tgf.ca](mailto:smcgrath@tgf.ca); [jhardy@tgf.ca](mailto:jhardy@tgf.ca); [hbborlack@mccagueborlack.com](mailto:hbborlack@mccagueborlack.com); [eturkienicz@mccagueborlack.com](mailto:eturkienicz@mccagueborlack.com); [granking@fasken.com](mailto:granking@fasken.com); Stuart Brotman

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

## TO THE SERVICE LIST:

The Monitor's motion in the above noted proceedings for approval of a Transfer & Completion Agreement and Shared Services Agreement will now be heard by teleconference at 10 a.m. on Friday, March 27<sup>th</sup>.

Please send an email to me if you would like to receive a dial in for this hearing.

Thank you.

**Evan Cobb**

Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.1929 | F: +1 416.216.3930  
[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)

## NORTON ROSE FULBRIGHT

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**From:** Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>

**Sent:** March 13, 2020 7:21 PM

**To:** [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com); Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>; Schmitt, Alexander <[alexander.schmitt@nortonrosefulbright.com](mailto:alexander.schmitt@nortonrosefulbright.com)>; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglers.com](mailto:rmacdougall@foglers.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com); [samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com); [bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseauumazzuca.com](mailto:michael@rousseauumazzuca.com); [athan@rousseauumazzuca.com](mailto:athan@rousseauumazzuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca); [ghall@mccarthy.ca](mailto:ghall@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@casells.com](mailto:bgoodis@casells.com); [malter@casells.com](mailto:malter@casells.com); [jbirch@casells.com](mailto:jbirch@casells.com); [mcitak@grllp.com](mailto:mcitak@grllp.com); [KTakagi@blg.com](mailto:KTakagi@blg.com); [JMelia@blg.com](mailto:JMelia@blg.com); [mallen@farris.com](mailto:mallen@farris.com); [kmahar@millerthomson.com](mailto:kmahar@millerthomson.com); [dbulat@millerthomson.com](mailto:dbulat@millerthomson.com); [igardner@singleton.com](mailto:igardner@singleton.com); [clabiris@singleton.com](mailto:clabiris@singleton.com); [rpayne@morrisonandpayne.com](mailto:rpayne@morrisonandpayne.com); [fbogach@weirfoulds.com](mailto:fbogach@weirfoulds.com); [jscorgie@weirfoulds.com](mailto:jscorgie@weirfoulds.com); [jlittle@singleton.com](mailto:jlittle@singleton.com); [ebisceglia@lawtoronto.com](mailto:ebisceglia@lawtoronto.com); [fsouza@lawtoronto.com](mailto:fsouza@lawtoronto.com); [mswartz@weirfoulds.com](mailto:mswartz@weirfoulds.com); [bkuchar@weirfoulds.com](mailto:bkuchar@weirfoulds.com); [jciraco@marksandciraco.com](mailto:jciraco@marksandciraco.com); [jeanriea@bennettjones.com](mailto:jeanriea@bennettjones.com); [paynea@bennettjones.com](mailto:paynea@bennettjones.com); [mdrudi@dakllp.com](mailto:mdrudi@dakllp.com); [jnathwani@glaholt.com](mailto:jnathwani@glaholt.com); [bjaeger@ferrarijaeger.com](mailto:bjaeger@ferrarijaeger.com); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [dcrawford@ggfilaw.com](mailto:dcrawford@ggfilaw.com); [enadler@nadlerlaw.ca](mailto:enadler@nadlerlaw.ca); [acamporese@csdlawyers.ca](mailto:acamporese@csdlawyers.ca); [adam.grossi@devrylaw.ca](mailto:adam.grossi@devrylaw.ca); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [avisheau@kmlaw.ca](mailto:avisheau@kmlaw.ca); [f.battiston@battistonlaw.com](mailto:f.battiston@battistonlaw.com); [jsanderson@maclawyers.ca](mailto:jsanderson@maclawyers.ca); [mcassone@harrisonpensa.com](mailto:mcassone@harrisonpensa.com); [stam@gsnh.com](mailto:stam@gsnh.com); [pcho@weirfoulds.com](mailto:pcho@weirfoulds.com); [mike@gayedlaw.com](mailto:mike@gayedlaw.com); [BHalfin@goodmans.ca](mailto:BHalfin@goodmans.ca); [TJacobson@goodmans.ca](mailto:TJacobson@goodmans.ca); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [mallen@weirfoulds.com](mailto:mallen@weirfoulds.com); [mbinetti@agmlawyers.com](mailto:mbinetti@agmlawyers.com); [jeff@spark.law](mailto:jeff@spark.law); [mbinetti@agmlawyers.com](mailto:mbinetti@agmlawyers.com); 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[jradnoff@radnofflaw.com](mailto:jradnoff@radnofflaw.com); [ben.sakamoto@bakermckenzie.com](mailto:ben.sakamoto@bakermckenzie.com); [schmuckd@simpsonwiggles.com](mailto:schmuckd@simpsonwiggles.com);  
[pguaragna@millerthomson.com](mailto:pguaragna@millerthomson.com); [jkranjc@regencylawgroup.ca](mailto:jkranjc@regencylawgroup.ca); [akosha1@mccarthy.ca](mailto:akosha1@mccarthy.ca); [jmgottli@sullivan-mahoney.com](mailto:jmgottli@sullivan-mahoney.com);  
[jteal@lloydburns.ca](mailto:jteal@lloydburns.ca); [mtamblyn@torkinmanes.com](mailto:mtamblyn@torkinmanes.com); [rhauk@torkinmanes.com](mailto:rhauk@torkinmanes.com); [sthom@torkinmanes.com](mailto:sthom@torkinmanes.com);  
[IPeck@sblegal.ca](mailto:IPeck@sblegal.ca); [cbreukelman@sblegal.ca](mailto:cbreukelman@sblegal.ca); [exega@sblegal.ca](mailto:exega@sblegal.ca); [rjk@kennaley.ca](mailto:rjk@kennaley.ca); [mradulescu@ggfilaw.com](mailto:mradulescu@ggfilaw.com);  
[im@glaholt.com](mailto:im@glaholt.com); [schmuckd@simpsonwiggles.com](mailto:schmuckd@simpsonwiggles.com); [cpittam@bbo.on.ca](mailto:cpittam@bbo.on.ca); [psyriakakis@mccarthy.ca](mailto:psyriakakis@mccarthy.ca);  
[sastolfo@weirfoulds.com](mailto:sastolfo@weirfoulds.com); [jopolsky@torys.com](mailto:jopolsky@torys.com); [jsacks@millerthomson.com](mailto:jsacks@millerthomson.com); [awainstock@dakilp.com](mailto:awainstock@dakilp.com); [jfinnigan@tgf.ca](mailto:jfinnigan@tgf.ca);  
[smcgrath@tgf.ca](mailto:smcgrath@tgf.ca); [jhardy@tgf.ca](mailto:jhardy@tgf.ca); [hbborlack@mccagueborlack.com](mailto:hbborlack@mccagueborlack.com); [eturkienicz@mccagueborlack.com](mailto:eturkienicz@mccagueborlack.com)

**Subject:** In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

## TO THE SERVICE LIST:

Please find enclosed the Motion Record and Eleventh Report of the Monitor dated March 13, 2020. This motion seeks, among other things, approval of a Transfer & Completion Agreement and Shared Services Agreement.

**Catherine Ma**

Law Clerk

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4838 | F: +1 416.216.3930  
[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)

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# **APPENDIX F**

**From:** Merskey, Alan

**Sent:** March 26, 2020 11:33 AM

**To:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>; alex.f.morrison@ca.ey.com; O'Brien, Lynne <[lynne.obrien@nortonrosefulbright.com](mailto:lynne.obrien@nortonrosefulbright.com)>; Taylor, Stephen <[stephen.taylor@nortonrosefulbright.com](mailto:stephen.taylor@nortonrosefulbright.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Michael,

The Monitor confirms that the funds in your trust account may be used to pay the outstanding account. We are making inquiries with respect to the request for the appendices.

**Alan Merskey**

Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.

222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada

T: +1 416.216.4805 | F: +1 416.216.3930

[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

---

**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>

**Sent:** March 25, 2020 5:19 PM

**To:** Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>; alex.f.morrison@ca.ey.com; O'Brien, Lynne <[lynne.obrien@nortonrosefulbright.com](mailto:lynne.obrien@nortonrosefulbright.com)>; Taylor, Stephen <[stephen.taylor@nortonrosefulbright.com](mailto:stephen.taylor@nortonrosefulbright.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Thanks Alan. The balance of the matters in my email that you previously did not address were (i) the disclosure of the confidential appendices in relation to the Corebuild transaction and (ii) payment of our account from our firm's retainer funds. I had understood from your email from yesterday that you were getting instructions on those matters. As it relates to item (i), I would appreciate the request being made to provide those appendices at this time rather than in

the Zurich lawsuit as it may impact any submissions that we may choose to make for Friday's motion. I'd also appreciate your advice with respect to item (ii).

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]

**Sent:** March 25, 2020 4:39 PM

**To:** Citak, S. Michael; Cobb, Evan

**Cc:** Junior, Chris; [alex.f.morrison@ca.ey.com](mailto:alex.f.morrison@ca.ey.com); O'Brien, Lynne; Taylor, Stephen

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Michael

I take it by the balance of your email you are referring to the sealing order issue. I note that the Monitor does not control the confidentiality of the Corebuild transaction information. That is within the control of Zurich, Corebuild, and potentially others such as the owners. If you would like us to make that request to Zurich and Corebuild as a courtesy, we can do so. Leaving aside your argument that Mr Aquino is entitled to see this information as a shareholder – a point we will have to agree to disagree on – if Mr Aquino is entitled to this information in the Zurich litigation to assess damages, then Zurich will be under an obligation to produce it directly, regardless of a sealing order. The sealing order simply prevents you accessing it through the court file.

Best regards

**Alan Merskey**

Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.

222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada

T: +1 416.216.4805 | F: +1 416.216.3930

[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>

**Sent:** March 25, 2020 3:45 PM

**To:** Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>; [alex.f.morrison@ca.ey.com](mailto:alex.f.morrison@ca.ey.com); O'Brien, Lynne

<[lynnne.obrien@nortonrosefulbright.com](mailto:lynnne.obrien@nortonrosefulbright.com)>; Taylor, Stephen <[stephen.taylor@nortonrosefulbright.com](mailto:stephen.taylor@nortonrosefulbright.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

I'm working on getting some form of mortgage statement for you and response as to your question. Stay tuned.

Have you had a chance to consider the balance of my email? I note that the motion is scheduled for Friday.

Thanks,

Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]  
**Sent:** March 24, 2020 5:27 PM  
**To:** Citak, S. Michael; Cobb, Evan  
**Cc:** Junior, Chris; [alex.f.morrison@ca.ey.com](mailto:alex.f.morrison@ca.ey.com); O'Brien, Lynne; Taylor, Stephen  
**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Michael,

I will get instructions on the below. Can you please provide a copy of the mortgage statement and any other payment details. Also please advise which account the payment is sought to be made from so that, in the even we are so instructed, we can coordinate with the applicable financial institution.

Regarding the HST motion, no it is not proceeding on the 26<sup>th</sup>.

Best regards

**Alan Merskey**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4805 | F: +1 416.216.3930  
[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

## **NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>  
**Sent:** March 24, 2020 11:51 AM  
**To:** Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>  
**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>  
**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

In accordance with the temporary order of Justice Hailey dated February 25, 2020 and in accordance with paragraph 6 thereof, our client hereby requests to withdraw the sum of \$22,822.58 on a monthly basis to remit payment to HSBC on account of the mortgage registered to the matrimonial home, municipally described as 9 Chieftain Crescent, Toronto. Please confirm that the Monitor is agreeable to this as soon as possible. We understand that the mortgage payment is currently in arrears given that Mr. Aquino's accounts have been frozen. Assuming this can be resolved, we do not anticipate that the Mareva motion, originally scheduled for March 26, 2020 but adjourned on account of the Covid-19 epidemic, would need to be spoken to on any urgent basis.

Furthermore, please confirm that we may draw down from the retainer funds held in our trust account to render payment for our current statement of account. We can confirm that there will be a remaining balance of \$15,344.00 of the retainer funds upon payment of same.

Can you also please confirm whether the GST motion originally scheduled for March 26, 2020 will still be proceeding?

As it relates to the Corebuild motion (which you have now advised will be heard on the 27<sup>th</sup>), we hereby request a copy of all confidential appendices referenced in the materials. As you are aware, our client is a significant shareholder of BCCL and ought to be privy to same. In addition, Zurich Insurance Company Ltd. has commenced an action as against our client for a sizeable quantum of damages, and we anticipate that Zurich will be claiming its losses on account of the Corebuild transaction as against Mr. Aquino. Any sale of assets is therefore highly relevant to our client.

We await your response. Do not hesitate to contact me should you wish to discuss the foregoing.

Thanks,  
Michael

**S. Michael Citak • Partner**

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Cobb, Evan [<mailto:evan.cobb@nortonrosefulbright.com>]

**Sent:** March 24, 2020 11:19 AM

**To:** Ma, Catherine; [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com); Merskey, Alan; Schmitt, Alexander; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglers.com](mailto:rmacdougall@foglers.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com); [samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com); [bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseauumazzuca.com](mailto:michael@rousseauumazzuca.com); [athan@rousseauumazzuca.com](mailto:athan@rousseauumazzuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca); [ghall@mccarthy.ca](mailto:ghall@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@cassels.com](mailto:bgoodis@cassels.com); [malter@cassels.com](mailto:malter@cassels.com); [jbirch@cassels.com](mailto:jbirch@cassels.com); Citak, S. Michael; [KTakagi@blg.com](mailto:KTakagi@blg.com); [JMelia@blg.com](mailto:JMelia@blg.com); [mallen@farris.com](mailto:mallen@farris.com); [kmahar@millerthomson.com](mailto:kmahar@millerthomson.com); [dbulat@millerthomson.com](mailto:dbulat@millerthomson.com); [jgardner@singleton.com](mailto:jgardner@singleton.com); [clabiris@singleton.com](mailto:clabiris@singleton.com); [rpayne@morrisonandpayne.com](mailto:rpayne@morrisonandpayne.com); [fbogach@weirfoulds.com](mailto:fbogach@weirfoulds.com); [jscorgie@weirfoulds.com](mailto:jscorgie@weirfoulds.com); [jlittle@singleton.com](mailto:jlittle@singleton.com); [ebisceglia@lawtoronto.com](mailto:ebisceglia@lawtoronto.com); [fsouza@lawtoronto.com](mailto:fsouza@lawtoronto.com); [mswartz@weirfoulds.com](mailto:mswartz@weirfoulds.com); [bkuchar@weirfoulds.com](mailto:bkuchar@weirfoulds.com); [jciraco@marksandciraco.com](mailto:jciraco@marksandciraco.com); [jeanriea@bennettjones.com](mailto:jeanriea@bennettjones.com); [paynea@bennettjones.com](mailto:paynea@bennettjones.com); [mdrudi@dakllp.com](mailto:mdrudi@dakllp.com); [jnathwani@glaholt.com](mailto:jnathwani@glaholt.com); [bjaeger@ferrarijaeger.com](mailto:bjaeger@ferrarijaeger.com); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [dcrawford@ggfilaw.com](mailto:dcrawford@ggfilaw.com); [enadler@nadlerlaw.ca](mailto:enadler@nadlerlaw.ca); [acamporese@csdlawyers.ca](mailto:acamporese@csdlawyers.ca); [adam.grossi@devrylaw.ca](mailto:adam.grossi@devrylaw.ca); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [avisheau@kmlaw.ca](mailto:avisheau@kmlaw.ca); [f.battiston@battistonlaw.com](mailto:f.battiston@battistonlaw.com); [jsanderson@maclawyers.ca](mailto:jsanderson@maclawyers.ca); [mcassone@harrisonpensa.com](mailto:mcassone@harrisonpensa.com); [stam@gsnh.com](mailto:stam@gsnh.com); [pcho@weirfoulds.com](mailto:pcho@weirfoulds.com); [mike@gayedlaw.com](mailto:mike@gayedlaw.com); [BHalfin@goodmans.ca](mailto:BHalfin@goodmans.ca); [TJacobson@goodmans.ca](mailto:TJacobson@goodmans.ca); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [mallen@weirfoulds.com](mailto:mallen@weirfoulds.com); [mbinetti@agmlawyers.com](mailto:mbinetti@agmlawyers.com); [jeff@spark.law](mailto:jeff@spark.law); [mbinetti@agmlawyers.com](mailto:mbinetti@agmlawyers.com); [edreyer@kw-law.com](mailto:edreyer@kw-law.com); [cd@giffenlawyers.com](mailto:cd@giffenlawyers.com); [PDipede@bondfield.com](mailto:PDipede@bondfield.com); [cyamashita@shlaw.ca](mailto:cyamashita@shlaw.ca); [charles.simco@shibleyrighton.com](mailto:charles.simco@shibleyrighton.com); [megan.marrie@shibleyrighton.com](mailto:megan.marrie@shibleyrighton.com); [mstcyr@cassels.com](mailto:mstcyr@cassels.com); [jradnoff@radnofflaw.com](mailto:jradnoff@radnofflaw.com); [ben.sakamoto@bakermckenzie.com](mailto:ben.sakamoto@bakermckenzie.com); [schmuckd@simpsonwigle.com](mailto:schmuckd@simpsonwigle.com); [pquaragna@millerthomson.com](mailto:pquaragna@millerthomson.com); [jkrancj@regencylawgroup.ca](mailto:jkrancj@regencylawgroup.ca); [akoshal@mccarthy.ca](mailto:akoshal@mccarthy.ca); [jmgottli@sullivan-mahoney.com](mailto:jmgottli@sullivan-mahoney.com); [jteal@lloydburns.ca](mailto:jteal@lloydburns.ca); [mtamblyn@torkinmanes.com](mailto:mtamblyn@torkinmanes.com); [rhauk@torkinmanes.com](mailto:rhauk@torkinmanes.com); [sthom@torkinmanes.com](mailto:sthom@torkinmanes.com); [IPeck@sblegal.ca](mailto:IPeck@sblegal.ca); [cbreukelman@sblegal.ca](mailto:cbreukelman@sblegal.ca); [exega@sblegal.ca](mailto:exega@sblegal.ca); [rjk@kennaley.ca](mailto:rjk@kennaley.ca); [mradulescu@ggfilaw.com](mailto:mradulescu@ggfilaw.com); [im@glaholt.com](mailto:im@glaholt.com); [schmuckd@simpsonwigle.com](mailto:schmuckd@simpsonwigle.com); [cpittam@bbo.on.ca](mailto:cpittam@bbo.on.ca); [pkryiakakis@mccarthy.ca](mailto:pkryiakakis@mccarthy.ca); [sastolfo@weirfoulds.com](mailto:sastolfo@weirfoulds.com); [jopolsky@torys.com](mailto:jopolsky@torys.com); [jsacks@millerthomson.com](mailto:jsacks@millerthomson.com); [awainstock@dakllp.com](mailto:awainstock@dakllp.com); [jfinnigan@tgf.ca](mailto:jfinnigan@tgf.ca); [smcgrath@tgf.ca](mailto:smcgrath@tgf.ca); [jhardy@tgf.ca](mailto:jhardy@tgf.ca); [hbborlack@mccagueborlack.com](mailto:hbborlack@mccagueborlack.com); [eturkienicz@mccagueborlack.com](mailto:eturkienicz@mccagueborlack.com); [granking@fasken.com](mailto:granking@fasken.com); Stuart Brotman

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

**TO THE SERVICE LIST:**

The Monitor's motion in the above noted proceedings for approval of a Transfer & Completion Agreement and Shared Services Agreement will now be heard by teleconference at 10 a.m. on Friday, March 27<sup>th</sup>.

Please send an email to me if you would like to receive a dial in for this hearing.

Thank you.

**Evan Cobb**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada

## NORTON ROSE FULBRIGHT

**From:** Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>

**Sent:** March 13, 2020 7:21 PM

**To:** [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcavaruso@osler.com](mailto:mcavaruso@osler.com); Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>; Schmitt, Alexander <[alexander.schmitt@nortonrosefulbright.com](mailto:alexander.schmitt@nortonrosefulbright.com)>; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglers.com](mailto:rmacdougall@foglers.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com); [samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com); [bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseauumazzuca.com](mailto:michael@rousseauumazzuca.com); [athan@rousseauumazzuca.com](mailto:athan@rousseauumazzuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca); [gball@mccarthy.ca](mailto:gball@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@cassels.com](mailto:bgoodis@cassels.com); [malter@cassels.com](mailto:malter@cassels.com); [jbirch@cassels.com](mailto:jbirch@cassels.com); [mcitak@grllp.com](mailto:mcitak@grllp.com); [KTakagi@blg.com](mailto:KTakagi@blg.com); [JMelia@blg.com](mailto:JMelia@blg.com); [mallen@farris.com](mailto:mallen@farris.com); [kmahar@millertomson.com](mailto:kmahar@millertomson.com); [dbulat@millertomson.com](mailto:dbulat@millertomson.com); [jgardner@singleton.com](mailto:jgardner@singleton.com); [clabiris@singleton.com](mailto:clabiris@singleton.com); [rpayne@morrisonandpayne.com](mailto:rpayne@morrisonandpayne.com); [fbogach@weirfoulds.com](mailto:fbogach@weirfoulds.com); [jscorgie@weirfoulds.com](mailto:jscorgie@weirfoulds.com); [jlittle@singleton.com](mailto:jlittle@singleton.com); [ebisceglia@lawtoronto.com](mailto:ebisceglia@lawtoronto.com); [fsouza@lawtoronto.com](mailto:fsouza@lawtoronto.com); [mswartz@weirfoulds.com](mailto:mswartz@weirfoulds.com); [bkuchar@weirfoulds.com](mailto:bkuchar@weirfoulds.com); [jciraco@marksandciraco.com](mailto:jciraco@marksandciraco.com); [jeanriea@bennettjones.com](mailto:jeanriea@bennettjones.com); [paynea@bennettjones.com](mailto:paynea@bennettjones.com); [mdrudi@dakllp.com](mailto:mdrudi@dakllp.com); [jnathwani@glaholt.com](mailto:jnathwani@glaholt.com); [biaeger@ferrariaeger.com](mailto:biaeger@ferrariaeger.com); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); 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**Subject:** In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

### TO THE SERVICE LIST:

Please find enclosed the Motion Record and Eleventh Report of the Monitor dated March 13, 2020. This motion seeks, among other things, approval of a Transfer & Completion Agreement and Shared Services Agreement.

**Catherine Ma**  
Law Clerk

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4838 | F: +1 416.216.3930  
[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)

NORTON ROSE FULBRIGHT

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# **APPENDIX G**

**From:** Citak, S. Michael <mcitak@grllp.com>

**Sent:** April 1, 2020 5:50 PM

**To:** Merskey, Alan <alan.merskey@nortonrosefulbright.com>; Cobb, Evan <evan.cobb@nortonrosefulbright.com>

**Cc:** Junior, Chris <cjunior@grllp.com>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

I'm attaching three statements received from HSBC that I am advised relates to John Aquino's mortgage and line of credit. The statements show the following regular monthly payments to be made, which are already past due:

1. \$12,740.92;
2. \$8,481.66; and
3. \$1,567.96

The total for these amounts is \$22,790.54.

In addition, I am attaching a fourth document, which is John Aquino's Mastercard statement. We would ask that the minimum payment of \$3,499 be paid on this amount.

We would ask that payment for these amounts be made from the funds Torkin Manes is holding on account of the Gervais sale. If the funds came to my firm in trust, we can then make the payments to HSBC directly. This might be the easiest way to deal with this so that it doesn't become unnecessarily burdensome on Torkin Manes. And considering these amounts (or at least these approximate amounts) are recurring monthly expenses, we may want to discuss making this automatic going forward.

Please let me know if you have any questions.

Thanks,  
Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]

**Sent:** March 24, 2020 5:27 PM

**To:** Citak, S. Michael; Cobb, Evan

**Cc:** Junior, Chris; [alex.f.morrison@ca.ey.com](mailto:alex.f.morrison@ca.ey.com); O'Brien, Lynne; Taylor, Stephen

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Michael,

I will get instructions on the below. Can you please provide a copy of the mortgage statement and any other payment details. Also please advise which account the payment is sought to be made from so that, in the even we are so instructed, we can coordinate with the applicable financial institution.

Regarding the HST motion, no it is not proceeding on the 26<sup>th</sup>.

Best regards

**Alan Merskey**

Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.

222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada

T: +1 416.216.4805 | F: +1 416.216.3930

[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>

**Sent:** March 24, 2020 11:51 AM

**To:** Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

In accordance with the temporary order of Justice Hainey dated February 25, 2020 and in accordance with paragraph 6 thereof, our client hereby requests to withdraw the sum of \$22,822.58 on a monthly basis to remit payment to HSBC on account of the mortgage registered to the matrimonial home, municipally described as 9 Chieftain Crescent, Toronto. Please confirm that the Monitor is agreeable to this as soon as possible. We understand that the mortgage payment is currently in arrears given that Mr. Aquino's accounts have been frozen. Assuming this can be resolved, we do not anticipate that the Mareva motion, originally scheduled for March 26, 2020 but adjourned on account of the Covid-19 epidemic, would need to be spoken to on any urgent basis.

Furthermore, please confirm that we may draw down from the retainer funds held in our trust account to render payment for our current statement of account. We can confirm that there will be a remaining balance of \$15,344.00 of the retainer funds upon payment of same.

Can you also please confirm whether the GST motion originally scheduled for March 26, 2020 will still be proceeding?

As it relates to the Corebuild motion (which you have now advised will be heard on the 27<sup>th</sup>), we hereby request a copy of all confidential appendices referenced in the materials. As you are aware, our client is a significant shareholder of BCCL and ought to be privy to same. In addition, Zurich Insurance Company Ltd. has commenced an action as against our client for a sizeable quantum of damages, and we anticipate that Zurich will be claiming its losses on account of the Corebuild transaction as against Mr. Aquino. Any sale of assets is therefore highly relevant to our client.

We await your response. Do not hesitate to contact me should you wish to discuss the foregoing.

Thanks,  
Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Cobb, Evan [<mailto:evan.cobb@nortonrosefulbright.com>]

**Sent:** March 24, 2020 11:19 AM

**To:** Ma, Catherine; [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com); Merskey, Alan; Schmitt, Alexander; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglers.com](mailto:rmacdougall@foglers.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com); [samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com); [bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseauumazzuca.com](mailto:michael@rousseauumazzuca.com); [athan@rousseauumazzuca.com](mailto:athan@rousseauumazzuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca); [gball@mccarthy.ca](mailto:gball@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@cassels.com](mailto:bgoodis@cassels.com); [malter@cassels.com](mailto:malter@cassels.com); [jbirch@cassels.com](mailto:jbirch@cassels.com); Citak, S. 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**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

**TO THE SERVICE LIST:**

The Monitor's motion in the above noted proceedings for approval of a Transfer & Completion Agreement and Shared Services Agreement will now be heard by teleconference at 10 a.m. on Friday, March 27<sup>th</sup>.

Please send an email to me if you would like to receive a dial in for this hearing.

Thank you.

**Evan Cobb**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.1929 | F: +1 416.216.3930  
[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)

## **NORTON ROSE FULBRIGHT**

**From:** Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>

**Sent:** March 13, 2020 7:21 PM

**To:** [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com); Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>; Schmitt, Alexander <[alexander.schmitt@nortonrosefulbright.com](mailto:alexander.schmitt@nortonrosefulbright.com)>; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglers.com](mailto:rmacdougall@foglers.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com); [samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com); [bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseauamazzuca.com](mailto:michael@rousseauamazzuca.com); [athan@rousseauamazzuca.com](mailto:athan@rousseauamazzuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca); [gball@mccarthy.ca](mailto:gball@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@cassels.com](mailto:bgoodis@cassels.com); [malter@cassels.com](mailto:malter@cassels.com); [jbirch@cassels.com](mailto:jbirch@cassels.com); [mcitak@grllp.com](mailto:mcitak@grllp.com); [KTakagi@blg.com](mailto:KTakagi@blg.com); [JMelia@blg.com](mailto:JMelia@blg.com); [mallen@farris.com](mailto:mallen@farris.com); [kmahar@millertomson.com](mailto:kmahar@millertomson.com); 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**Subject:** In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

### **TO THE SERVICE LIST:**

Please find enclosed the Motion Record and Eleventh Report of the Monitor dated March 13, 2020. This motion seeks, among other things, approval of a Transfer & Completion Agreement and Shared Services Agreement.

**Catherine Ma**  
Law Clerk

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4838 | F: +1 416.216.3930  
[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)

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Law around the world  
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**ATTACHMENTS TO EMAIL  
INTENTIONALLY REMOVED**

# APPENDIX H



**From:** Merskey, Alan

**Sent:** April 7, 2020 3:40 PM

**To:** Citak, S. Michael <mcitak@grllp.com>; Cobb, Evan <evan.cobb@nortonrosefulbright.com>

**Cc:** Junior, Chris <cjunior@grllp.com>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Michael,

Thank you for mortgage information. We note that in the usual course, the subject of a mareva injunction is required to make some showing that they have no other sources of income before accessing frozen assets for daily living expenses. Mr Aquino has provided no such information. Mr Aquino has also not sought any other living expenses to date, be they related to his primary residence (which we understand from you this mortgage is not) or even for groceries. Correspondingly, as disclosed by the Monitor in the TUV application materials, the bank accounts of which the Monitor is aware contain at best, very limited funds.

We remind you that notwithstanding your objections, the mareva injunction was not limited to particular assets, but instead applies to all assets. Notwithstanding this prohibition, the Monitor infers from the above circumstances that Mr Aquino has other assets or sources of income that he is accessing in breach of the mareva injunction. The request to draw against the Gervais property funds therefore depletes one of the limited assets that the Monitor has discovered, while avoiding disclosure and seizure of other assets. The request is accordingly refused.

Should you have any additional information for the Monitor to consider in light of the foregoing we would be pleased to do so.

Best regards

**Alan Merskey**

Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.

222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada

T: +1 416.216.4805 | F: +1 416.216.3930

[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

## NORTON ROSE FULBRIGHT

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>

**Sent:** April 6, 2020 12:32 PM

**To:** Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

May I hear from you on this?

Thanks,  
Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Citak, S. Michael

**Sent:** April 1, 2020 5:50 PM

**To:** Merskey, Alan; 'Cobb, Evan'

**Cc:** Junior, Chris

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

I'm attaching three statements received from HSBC that I am advised relates to John Aquino's mortgage and line of credit. The statements show the following regular monthly payments to be made, which are already past due:

1. \$12,740.92;
2. \$8,481.66; and
3. \$1,567.96

The total for these amounts is \$22,790.54.

In addition, I am attaching a fourth document, which is John Aquino's Mastercard statement. We would ask that the minimum payment of \$3,499 be paid on this amount.

We would ask that payment for these amounts be made from the funds Torkin Manes is holding on account of the Gervais sale. If the funds came to my firm in trust, we can then make the payments to HSBC directly. This might be the easiest way to deal with this so that it doesn't become unnecessarily burdensome on Torkin Manes. And considering these amounts (or at least these approximate amounts) are recurring monthly expenses, we may want to discuss making this automatic going forward.

Please let me know if you have any questions.

Thanks,  
Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]

**Sent:** March 24, 2020 5:27 PM

**To:** Citak, S. Michael; Cobb, Evan

**Cc:** Junior, Chris; [alex.f.morrison@ca.ey.com](mailto:alex.f.morrison@ca.ey.com); O'Brien, Lynne; Taylor, Stephen

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Michael,

I will get instructions on the below. Can you please provide a copy of the mortgage statement and any other payment details. Also please advise which account the payment is sought to be made from so that, in the even we are so instructed, we can coordinate with the applicable financial institution.

Regarding the HST motion, no it is not proceeding on the 26<sup>th</sup>.

Best regards

**Alan Merskey**

Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.

222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada

T: +1 416.216.4805 | F: +1 416.216.3930

[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>

**Sent:** March 24, 2020 11:51 AM

**To:** Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

In accordance with the temporary order of Justice Hainey dated February 25, 2020 and in accordance with paragraph 6 thereof, our client hereby requests to withdraw the sum of \$22,822.58 on a monthly basis to remit payment to HSBC on account of the mortgage registered to the matrimonial home, municipally described as 9 Chieftain Crescent, Toronto. Please confirm that the Monitor is agreeable to this as soon as possible. We understand that the mortgage payment is currently in arrears given that Mr. Aquino's accounts have been frozen. Assuming this can be resolved, we do not anticipate that the Mareva motion, originally scheduled for March 26, 2020 but adjourned on account of the Covid-19 epidemic, would need to be spoken to on any urgent basis.

Furthermore, please confirm that we may draw down from the retainer funds held in our trust account to render payment for our current statement of account. We can confirm that there will be a remaining balance of \$15,344.00 of the retainer funds upon payment of same.

Can you also please confirm whether the GST motion originally scheduled for March 26, 2020 will still be proceeding?

As it relates to the Corebuild motion (which you have now advised will be heard on the 27<sup>th</sup>), we hereby request a copy of all confidential appendices referenced in the materials. As you are aware, our client is a significant shareholder of

BCCL and ought to be privy to same. In addition, Zurich Insurance Company Ltd. has commenced an action as against our client for a sizeable quantum of damages, and we anticipate that Zurich will be claiming its losses on account of the Corebuild transaction as against Mr. Aquino. Any sale of assets is therefore highly relevant to our client.

We await your response. Do not hesitate to contact me should you wish to discuss the foregoing.

Thanks,  
Michael

**S. Michael Citak • Partner**

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Cobb, Evan [<mailto:evan.cobb@nortonrosefulbright.com>]

**Sent:** March 24, 2020 11:19 AM

**To:** Ma, Catherine; [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com); Merskey, Alan; Schmitt, Alexander; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglers.com](mailto:rmacdougall@foglers.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com); [samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com); [bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseauamazuca.com](mailto:michael@rousseauamazuca.com); [athan@rousseauamazuca.com](mailto:athan@rousseauamazuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca); [gball@mccarthy.ca](mailto:gball@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@cassels.com](mailto:bgoodis@cassels.com); [malter@cassels.com](mailto:malter@cassels.com); [jbirch@cassels.com](mailto:jbirch@cassels.com); Citak, S. 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**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

**TO THE SERVICE LIST:**

The Monitor's motion in the above noted proceedings for approval of a Transfer & Completion Agreement and Shared Services Agreement will now be heard by teleconference at 10 a.m. on Friday, March 27<sup>th</sup>.

Please send an email to me if you would like to receive a dial in for this hearing.

Thank you.

**Evan Cobb**

Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.1929 | F: +1 416.216.3930  
[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)

## NORTON ROSE FULBRIGHT

**From:** Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>

**Sent:** March 13, 2020 7:21 PM

**To:** [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcavaruso@osler.com](mailto:mcavaruso@osler.com); Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>; Schmitt, Alexander <[alexander.schmitt@nortonrosefulbright.com](mailto:alexander.schmitt@nortonrosefulbright.com)>; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca); 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**Subject:** In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

### TO THE SERVICE LIST:

Please find enclosed the Motion Record and Eleventh Report of the Monitor dated March 13, 2020. This motion seeks, among other things, approval of a Transfer & Completion Agreement and Shared Services Agreement.

**Catherine Ma**  
Law Clerk

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada

T: +1 416.216.4838 | F: +1 416.216.3930

[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)

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# APPENDIX I

**From:** Citak, S. Michael <mcitak@grllp.com>

**Sent:** May 7, 2020 5:58 PM

**To:** Merskey, Alan <alan.merskey@nortonrosefulbright.com>; Cobb, Evan <evan.cobb@nortonrosefulbright.com>

**Cc:** Junior, Chris <cjunior@grllp.com>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

WITHOUT PREJUDICE

Hi Alan:

I want to address a matter that we emailed about last month. Couple initial things. First, I did not suggest that the mortgage funds were not related to John's primary residence. The request was specifically for the home. I am unsure how you formed that understanding. Second, given the fact that the interim mareva order is worldwide and relates to all assets, I do not believe there is a need for John to show that he has no other source of funds. Regardless, I can advise that the only source of additional funds that John has is derived from his employment income, which he has been using towards some of his living expenses. There is a significant deficiency though. Candidly, I only recently became aware of this source of funds after making an inquiry. I believe that this information was not initially disclosed because the source of funds are new funds, rather than funds that existed as at the date of the initial mareva order. It is not clear to me (or my client) whether the order in place freezes assets as at the date they were frozen, or any new funds. I hope the Monitor is not of the view that it relates to new funds too, but regardless, the Monitor is now aware. As you may recall, my client was extremely forthcoming in disclosing his interest in additional properties of which there is significant realisable value when the form of the order was initially being discussed.

Things are becoming more dire to my client. The Monitor's refusal to provide the requested mortgage funds has caused and continues to cause severe hardship and prejudice to my client and his family. Last month, my client (and his wife) received notices from HSBC advising that the mortgage on his primary residence were overdue. A further month has now elapsed without the mortgage having been paid. It is of utmost importance that my client be provided access to



his finances to pay for his daily living expenses and that of his young family and to stave off any foreclosure and/or related proceedings by HSBC for the property.

I can also advise that my client has monthly expenses, excluding legal fees, in the approximate amount of \$58,000, broken down as follows:

<b>Expense Item</b>	<b>Monthly Cost as of May 1, 2020 (inc. fees, charges and taxes)</b>
Food/ Groceries	\$2,600
Hydro	\$2,200
Natural Gas	\$250
Water/Waste removal	\$2,000
Cable/internet/phone	\$500
Cell phones	\$300
Mortgage	\$21,250
Taxes	\$2,920
Nanny	\$2,666
House cleaning	\$2,666
Kids School	\$4,166
Car & Insurance	\$2,000
House Insurance	\$4,000
<b>House Maintenance</b>	
Snow/Grass maintenance	\$1,500
Security Company	\$500
It/Alarm/Monitoring	\$500
HVAC maintenance	\$500
Pool maintenance	\$500
Wildlife problems	\$200
General house repairs	\$1,000
Florida condo	\$4,000

Clothing	\$2,000
<b>TOTAL</b>	<b>\$58,218</b>

Factoring in his monthly employment income of \$10,000, there is a deficiency of approximately \$48,218.00 per month. If you require details on the foregoing, please advise. Otherwise we ask that the Monitor consent to the release of funds in the amount of \$48,218 at this time, plus the amount of \$21,250 on account of the mortgage payment payable in April, 2020. We would also ask that the amount of \$48,218 be released on the 1<sup>st</sup> day of each subsequent month. As previously communicated, there are significant funds being retained following the sale of the Gervais property, and we would ask that the funds be released from that source.

Separate and apart from this, we can advise that our client is indebted to our firm in the amount of \$34,279.86. As previously communicated, we have a retainer balance in the amount of \$15,344, meaning that there would be a deficiency of \$18,935.86 if we applied the retainer. Please confirm that we may apply the retainer towards the indebtedness. Please also confirm that the outstanding fees (after application of the retainer), plus all legal fees going forward that are incurred by my client, will be paid from the funds that are subject to the mareva order. I have copied you on my emails to Torkin Manes, and I expect that once I have a payout statement, those funds can be advanced to your firm.

Should the Monitor maintain its refusal to provide funds to my client for his living expenses and legal fees, we will request a timetable for the return of the mareva motion during tomorrow's case conference.

Thanks,  
Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]

**Sent:** April 7, 2020 3:40 PM

**To:** Citak, S. Michael; Cobb, Evan

**Cc:** Junior, Chris

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Michael,

Thank you for mortgage information. We note that in the usual course, the subject of a mareva injunction is required to make some showing that they have no other sources of income before accessing frozen assets for daily living expenses. Mr Aquino has provided no such information. Mr Aquino has also not sought any other living expenses to date, be they related to his primary residence (which we understand from you this mortgage is not) or even for groceries. Correspondingly, as disclosed by the Monitor in the TUV application materials, the bank accounts of which the Monitor is aware contain at best, very limited funds.

We remind you that notwithstanding your objections, the mareva injunction was not limited to particular assets, but instead applies to all assets. Notwithstanding this prohibition, the Monitor infers from the above circumstances that Mr Aquino has other assets or sources of income that he is accessing in breach of the mareva injunction. The request to draw against the Gervais property funds therefore depletes one of the limited assets that the Monitor has discovered, while avoiding disclosure and seizure of other assets. The request is accordingly refused.

Should you have any additional information for the Monitor to consider in light of the foregoing we would be pleased to do so.

Best regards

**Alan Merskey**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4805 | F: +1 416.216.3930  
[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

## **NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>  
**Sent:** April 6, 2020 12:32 PM  
**To:** Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>  
**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>  
**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

May I hear from you on this?

Thanks,  
Michael

**S. Michael Citak** • Partner  
Gardiner Roberts LLP  
Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3  
T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Citak, S. Michael  
**Sent:** April 1, 2020 5:50 PM  
**To:** Merskey, Alan; 'Cobb, Evan'  
**Cc:** Junior, Chris  
**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

I'm attaching three statements received from HSBC that I am advised relates to John Aquino's mortgage and line of credit. The statements show the following regular monthly payments to be made, which are already past due:

1. \$12,740.92;
2. \$8,481.66; and
3. \$1,567.96

The total for these amounts is \$22,790.54.

In addition, I am attaching a fourth document, which is John Aquino's Mastercard statement. We would ask that the minimum payment of \$3,499 be paid on this amount.

We would ask that payment for these amounts be made from the funds Torkin Manes is holding on account of the Gervais sale. If the funds came to my firm in trust, we can then make the payments to HSBC directly. This might be the

easiest way to deal with this so that it doesn't become unnecessarily burdensome on Torkin Manes. And considering these amounts (or at least these approximate amounts) are recurring monthly expenses, we may want to discuss making this automatic going forward.

Please let me know if you have any questions.

Thanks,  
Michael

**S. Michael Citak** • Partner  
Gardiner Roberts LLP  
Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3  
T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]  
**Sent:** March 24, 2020 5:27 PM  
**To:** Citak, S. Michael; Cobb, Evan  
**Cc:** Junior, Chris; [alex.f.morrison@ca.ey.com](mailto:alex.f.morrison@ca.ey.com); O'Brien, Lynne; Taylor, Stephen  
**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Michael,

I will get instructions on the below. Can you please provide a copy of the mortgage statement and any other payment details. Also please advise which account the payment is sought to be made from so that, in the even we are so instructed, we can coordinate with the applicable financial institution.

Regarding the HST motion, no it is not proceeding on the 26<sup>th</sup>.

Best regards

**Alan Merskey**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4805 | F: +1 416.216.3930  
[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>  
**Sent:** March 24, 2020 11:51 AM  
**To:** Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>  
**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>  
**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

In accordance with the temporary order of Justice Hainey dated February 25, 2020 and in accordance with paragraph 6 thereof, our client hereby requests to withdraw the sum of \$22,822.58 on a monthly basis to remit payment to HSBC on account of the mortgage registered to the matrimonial home, municipally described as 9 Chieftain Crescent, Toronto. Please confirm that the Monitor is agreeable to this as soon as possible. We understand that the mortgage payment is currently in arrears given that Mr. Aquino's accounts have been frozen. Assuming this can be resolved, we do not anticipate that the Mareva motion, originally scheduled for March 26, 2020 but adjourned on account of the Covid-19 epidemic, would need to be spoken to on any urgent basis.

Furthermore, please confirm that we may draw down from the retainer funds held in our trust account to render payment for our current statement of account. We can confirm that there will be a remaining balance of \$15,344.00 of the retainer funds upon payment of same.

Can you also please confirm whether the GST motion originally scheduled for March 26, 2020 will still be proceeding?

As it relates to the Corebuild motion (which you have now advised will be heard on the 27<sup>th</sup>), we hereby request a copy of all confidential appendices referenced in the materials. As you are aware, our client is a significant shareholder of BCCL and ought to be privy to same. In addition, Zurich Insurance Company Ltd. has commenced an action as against our client for a sizeable quantum of damages, and we anticipate that Zurich will be claiming its losses on account of the Corebuild transaction as against Mr. Aquino. Any sale of assets is therefore highly relevant to our client.

We await your response. Do not hesitate to contact me should you wish to discuss the foregoing.

Thanks,  
Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Cobb, Evan [<mailto:evan.cobb@nortonrosefulbright.com>]

**Sent:** March 24, 2020 11:19 AM

**To:** Ma, Catherine; [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcavaruso@osler.com](mailto:mcavaruso@osler.com); Merskey, Alan; Schmitt, Alexander; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglers.com](mailto:rmacdougall@foglers.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com); [samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com); [bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseau-mazzuca.com](mailto:michael@rousseau-mazzuca.com); [athan@rousseau-mazzuca.com](mailto:athan@rousseau-mazzuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca); [gball@mccarthy.ca](mailto:gball@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@cassels.com](mailto:bgoodis@cassels.com); [malter@cassels.com](mailto:malter@cassels.com); [jbirch@cassels.com](mailto:jbirch@cassels.com); Citak, S. Michael; [KTakagi@blg.com](mailto:KTakagi@blg.com); [JMelia@blg.com](mailto:JMelia@blg.com); [mallen@farris.com](mailto:mallen@farris.com); [kmahar@millerthomson.com](mailto:kmahar@millerthomson.com); [dbulat@millerthomson.com](mailto:dbulat@millerthomson.com); [jgardner@singleton.com](mailto:jgardner@singleton.com); [clabiris@singleton.com](mailto:clabiris@singleton.com); [rpayne@morrisonandpayne.com](mailto:rpayne@morrisonandpayne.com); [fbogach@weirfoulds.com](mailto:fbogach@weirfoulds.com); [jscorgie@weirfoulds.com](mailto:jscorgie@weirfoulds.com); [jlittle@singleton.com](mailto:jlittle@singleton.com); [ebisceglia@lawtoronto.com](mailto:ebisceglia@lawtoronto.com); [fsouza@lawtoronto.com](mailto:fsouza@lawtoronto.com); [mswartz@weirfoulds.com](mailto:mswartz@weirfoulds.com); [bkuchar@weirfoulds.com](mailto:bkuchar@weirfoulds.com); [jciraco@marksandciraco.com](mailto:jciraco@marksandciraco.com); [jeanriea@bennettjones.com](mailto:jeanriea@bennettjones.com); [paynea@bennettjones.com](mailto:paynea@bennettjones.com); [mdrudi@dakllp.com](mailto:mdrudi@dakllp.com); [jnathwani@glaholt.com](mailto:jnathwani@glaholt.com); [bjaeger@ferrarijaeger.com](mailto:bjaeger@ferrarijaeger.com); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [dcrawford@ggfilaw.com](mailto:dcrawford@ggfilaw.com); [enadler@nadlerlaw.ca](mailto:enadler@nadlerlaw.ca); [acamporese@csdlawyers.ca](mailto:acamporese@csdlawyers.ca); [adam.grossi@devrylaw.ca](mailto:adam.grossi@devrylaw.ca); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [avisheau@kmlaw.ca](mailto:avisheau@kmlaw.ca); [f.battiston@battistonlaw.com](mailto:f.battiston@battistonlaw.com); [jsanderson@maclawyers.ca](mailto:jsanderson@maclawyers.ca); [mcassone@harrisonpensa.com](mailto:mcassone@harrisonpensa.com); [stam@gsnh.com](mailto:stam@gsnh.com); [pcho@weirfoulds.com](mailto:pcho@weirfoulds.com); [mike@gayedlaw.com](mailto:mike@gayedlaw.com); [BHalfin@goodmans.ca](mailto:BHalfin@goodmans.ca); [TJacobson@goodmans.ca](mailto:TJacobson@goodmans.ca); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [mallen@weirfoulds.com](mailto:mallen@weirfoulds.com); [mbinetti@agmlawyers.com](mailto:mbinetti@agmlawyers.com); [jeff@spark.law](mailto:jeff@spark.law); [mbinetti@agmlawyers.com](mailto:mbinetti@agmlawyers.com); [edreyer@kw-law.com](mailto:edreyer@kw-law.com); [cd@giffenlawyers.com](mailto:cd@giffenlawyers.com); [PDipede@bondfield.com](mailto:PDipede@bondfield.com); [cyamashita@shlaw.ca](mailto:cyamashita@shlaw.ca); [charles.simco@shibleyrighton.com](mailto:charles.simco@shibleyrighton.com); [megan.marrie@shibleyrighton.com](mailto:megan.marrie@shibleyrighton.com); [mstcyar@cassels.com](mailto:mstcyar@cassels.com); [jradnoff@radnofflaw.com](mailto:jradnoff@radnofflaw.com); [ben.sakamoto@bakermckenzie.com](mailto:ben.sakamoto@bakermckenzie.com); [schmuckd@simpsonwiggles.com](mailto:schmuckd@simpsonwiggles.com); [pquaragna@millerthomson.com](mailto:pquaragna@millerthomson.com); [jkanjc@regencylawgroup.ca](mailto:jkanjc@regencylawgroup.ca); [akoshal@mccarthy.ca](mailto:akoshal@mccarthy.ca); [jmgottli@sullivan-mahoney.com](mailto:jmgottli@sullivan-mahoney.com); [jteal@lloydburns.ca](mailto:jteal@lloydburns.ca); [mtamblyn@torkinmanes.com](mailto:mtamblyn@torkinmanes.com); [rhauk@torkinmanes.com](mailto:rhauk@torkinmanes.com); [sthom@torkinmanes.com](mailto:sthom@torkinmanes.com); [IPeck@sblegal.ca](mailto:IPeck@sblegal.ca); [cbreukelman@sblegal.ca](mailto:cbreukelman@sblegal.ca); [exega@sblegal.ca](mailto:exega@sblegal.ca); [rjk@kennaley.ca](mailto:rjk@kennaley.ca); [mradulescu@ggfilaw.com](mailto:mradulescu@ggfilaw.com); [im@glaholt.com](mailto:im@glaholt.com); [schmuckd@simpsonwiggles.com](mailto:schmuckd@simpsonwiggles.com); [cpittam@bbo.on.ca](mailto:cpittam@bbo.on.ca); [pkryiakakis@mccarthy.ca](mailto:pkryiakakis@mccarthy.ca); [sastolfo@weirfoulds.com](mailto:sastolfo@weirfoulds.com); [jopolsky@torys.com](mailto:jopolsky@torys.com); [jsacks@millerthomson.com](mailto:jsacks@millerthomson.com); [awainstock@dakllp.com](mailto:awainstock@dakllp.com); [jfinnigan@tgf.ca](mailto:jfinnigan@tgf.ca); [smcgrath@tgf.ca](mailto:smcgrath@tgf.ca); [jhardy@tgf.ca](mailto:jhardy@tgf.ca); [hbborlack@mccagueborlack.com](mailto:hbborlack@mccagueborlack.com); [eturkienicz@mccagueborlack.com](mailto:eturkienicz@mccagueborlack.com); [granking@fasken.com](mailto:granking@fasken.com); Stuart Brotman

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

## TO THE SERVICE LIST:

The Monitor's motion in the above noted proceedings for approval of a Transfer & Completion Agreement and Shared Services Agreement will now be heard by teleconference at 10 a.m. on Friday, March 27<sup>th</sup>.

Please send an email to me if you would like to receive a dial in for this hearing.

Thank you.

**Evan Cobb**

Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.1929 | F: +1 416.216.3930  
[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)

## NORTON ROSE FULBRIGHT

---

**From:** Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>

**Sent:** March 13, 2020 7:21 PM

**To:** [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com); Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>; Schmitt, Alexander <[alexander.schmitt@nortonrosefulbright.com](mailto:alexander.schmitt@nortonrosefulbright.com)>; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglers.com](mailto:rmacdougall@foglers.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com); [samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com); [bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseauumazzuca.com](mailto:michael@rousseauumazzuca.com); [athan@rousseauumazzuca.com](mailto:athan@rousseauumazzuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca); [ghall@mccarthy.ca](mailto:ghall@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@cassels.com](mailto:bgoodis@cassels.com); [malter@cassels.com](mailto:malter@cassels.com); [jbirch@cassels.com](mailto:jbirch@cassels.com); [mcitak@grllp.com](mailto:mcitak@grllp.com); [KTakagi@blg.com](mailto:KTakagi@blg.com); [JMelia@blg.com](mailto:JMelia@blg.com); [mallen@farris.com](mailto:mallen@farris.com); [kmahar@millertthomson.com](mailto:kmahar@millertthomson.com); 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[tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [dcrawford@ggfilaw.com](mailto:dcrawford@ggfilaw.com); [enadler@nadlerlaw.ca](mailto:enadler@nadlerlaw.ca); [acamporese@csdlawyers.ca](mailto:acamporese@csdlawyers.ca); [adam.grossi@devrylaw.ca](mailto:adam.grossi@devrylaw.ca); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [avisheau@kmlaw.ca](mailto:avisheau@kmlaw.ca); [f.battiston@battistonlaw.com](mailto:f.battiston@battistonlaw.com); [jsanderson@maclawyers.ca](mailto:jsanderson@maclawyers.ca); [mcassone@harrisonpensa.com](mailto:mcassone@harrisonpensa.com); [stam@gsnh.com](mailto:stam@gsnh.com); [pcho@weirfoulds.com](mailto:pcho@weirfoulds.com); [mike@gayedlaw.com](mailto:mike@gayedlaw.com); [BHalfin@goodmans.ca](mailto:BHalfin@goodmans.ca); [TJacobson@goodmans.ca](mailto:TJacobson@goodmans.ca); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [mallen@weirfoulds.com](mailto:mallen@weirfoulds.com); [mbinetti@agmlawyers.com](mailto:mbinetti@agmlawyers.com); [jeff@spark.law](mailto:jeff@spark.law); [mbinetti@agmlawyers.com](mailto:mbinetti@agmlawyers.com); [edreyer@kw-law.com](mailto:edreyer@kw-law.com); [cd@giffenlawyers.com](mailto:cd@giffenlawyers.com); [PDipede@bondfield.com](mailto:PDipede@bondfield.com); [cyamashita@shlaw.ca](mailto:cyamashita@shlaw.ca); [charles.simco@shibleyrighton.com](mailto:charles.simco@shibleyrighton.com); [megan.marrie@shibleyrighton.com](mailto:megan.marrie@shibleyrighton.com); [mstcyr@cassels.com](mailto:mstcyr@cassels.com); [jradnoff@radnofflaw.com](mailto:jradnoff@radnofflaw.com); [ben.sakamoto@bakermckenzie.com](mailto:ben.sakamoto@bakermckenzie.com); [schmuckd@simpsonwigle.com](mailto:schmuckd@simpsonwigle.com); [pguaragna@millertthomson.com](mailto:pguaragna@millertthomson.com); [jkranc@regencylawgroup.ca](mailto:jkranc@regencylawgroup.ca); [akoshal@mccarthy.ca](mailto:akoshal@mccarthy.ca); [jmgottli@sullivan-mahoney.com](mailto:jmgottli@sullivan-mahoney.com); [jteal@lloydburns.ca](mailto:jteal@lloydburns.ca); [mtamblyn@torkinmanes.com](mailto:mtamblyn@torkinmanes.com); [rhauk@torkinmanes.com](mailto:rhauk@torkinmanes.com); [sthom@torkinmanes.com](mailto:sthom@torkinmanes.com); [IPeck@sblegal.ca](mailto:IPeck@sblegal.ca); [cbreukelman@sblegal.ca](mailto:cbreukelman@sblegal.ca); [exega@sblegal.ca](mailto:exega@sblegal.ca); [rjk@kennaley.ca](mailto:rjk@kennaley.ca); [mradulescu@ggfilaw.com](mailto:mradulescu@ggfilaw.com); [im@glaholt.com](mailto:im@glaholt.com); [schmuckd@simpsonwigle.com](mailto:schmuckd@simpsonwigle.com); [cpittam@bbo.on.ca](mailto:cpittam@bbo.on.ca); [pkiriakakis@mccarthy.ca](mailto:pkiriakakis@mccarthy.ca); [sastolfo@weirfoulds.com](mailto:sastolfo@weirfoulds.com); [jopolsky@torys.com](mailto:jopolsky@torys.com); [jsacks@millertthomson.com](mailto:jsacks@millertthomson.com); [awainstock@dakllp.com](mailto:awainstock@dakllp.com); [jfinnigan@tgf.ca](mailto:jfinnigan@tgf.ca); [smcgrath@tgf.ca](mailto:smcgrath@tgf.ca); [jhardy@tgf.ca](mailto:jhardy@tgf.ca); [hbborlack@mccagueborlack.com](mailto:hbborlack@mccagueborlack.com); [eturkienicz@mccagueborlack.com](mailto:eturkienicz@mccagueborlack.com)

**Subject:** In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

## TO THE SERVICE LIST:

Please find enclosed the Motion Record and Eleventh Report of the Monitor dated March 13, 2020. This motion seeks, among other things, approval of a Transfer & Completion Agreement and Shared Services Agreement.

**Catherine Ma**  
Law Clerk

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4838 | F: +1 416.216.3930  
[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)

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# **APPENDIX J**



**From:** Merskey, Alan  
**Sent:** May 8, 2020 6:09 PM  
**To:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>  
**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>  
**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

We will follow up with them TM. I don't think we can provide that confirmation in advance because it depends somewhat on the response to our questions. As you can see, we have been receptive though.

When you provide the particulars please re-review to clarify what is monthly and what is catch up/lump sum. Your \$58,000 a month request is based on a \$22,000 a month mortgage amount right now, which seems to be incorrect.

Best regards

**Alan Merskey**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4805 | F: +1 416.216.3930  
[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>  
**Sent:** May 8, 2020 5:18 PM  
**To:** Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>  
**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>  
**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Thanks Alan. Will get as much info to you as possible.

Perhaps the confusion around double the mortgage amount is derived from the fact that we are asking for both April and May payments. The monthly amount is approximately the same as what I previously advised.

Can you also provide the confirmation that our future accounts will be paid from the frozen funds? And do you know why we haven't yet received any response from Torkin Manes? That is really holding up the transfer of funds to your firm.

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]

**Sent:** May 8, 2020 4:54 PM

**To:** Citak, S. Michael; Cobb, Evan

**Cc:** Junior, Chris

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

WITH PREJUDICE

Michael,

We cannot respond to your request on a without prejudice basis while at the same time having you suggest to the court that the Monitor is not considering Mr Aquino's requests. Accordingly, we will rely upon both this and any further response, unless Mr Aquino at some point has an actual settlement proposal to tender (which this is not).

With respect to the existing legal fees owed to you, the Monitor confirms that you may apply the existing trust funds. The Monitor is not yet in receipt of the Gervais property funds. When in hand it will remit the remaining portion of the legal fees cited in your email.

With respect to Mr Aquino's request for living expenses, please provide back up for the following items:

Expense Item	
Food/ Groceries	
Hydro	
Water/Waste removal	
Mortgage	Please provide support for the proposition that until recently the mortgage was "prepaid".
Taxes	

House cleaning	
Kids School	
Car & Insurance	
House Insurance	
<b>House Maintenance</b>	
Snow/Grass maintenance	
Security Company	
It/Alarm/Monitoring	
HVAC maintenance	
Pool maintenance	
Wildlife problems	
General house repairs	
Florida condo	
Clothing	

With respect to the mortgage, the amount below is nearly double the amount stated in the back-up previously provided. Could you please clarify the discrepancy.

Finally, while as noted the Monitor will give due consideration to each item with the back up, it is standard practice for this sort of request to provide a sworn statement of assets and liabilities and if requested submit to an examination on same. Accordingly please provide that statement and the requested backup as soon possible to facilitate providing you with a final position.

Best regards

**Alan Merskey**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4805 | F: +1 416.216.3930  
[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>

**Sent:** May 7, 2020 5:58 PM

**To:** Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

WITHOUT PREJUDICE

Hi Alan:

I want to address a matter that we emailed about last month. Couple initial things. First, I did not suggest that the mortgage funds were not related to John's primary residence. The request was specifically for the home. I am unsure how you formed that understanding. Second, given the fact that the interim mareva order is worldwide and relates to all assets, I do not believe there is a need for John to show that he has no other source of funds. Regardless, I can advise that the only source of additional funds that John has is derived from his employment income, which he has been using towards some of his living expenses. There is a significant deficiency though. Candidly, I only recently became aware of this source of funds after making an inquiry. I believe that this information was not initially disclosed because the source of funds are new funds, rather than funds that existed as at the date of the initial mareva order. It is not clear to me (or my client) whether the order in place freezes assets as at the date they were frozen, or any new funds. I hope the Monitor is not of the view that it relates to new funds too, but regardless, the Monitor is now aware. As you may recall, my client was extremely forthcoming in disclosing his interest in additional properties of which there is significant realisable value when the form of the order was initially being discussed.

Things are becoming more dire to my client. The Monitor's refusal to provide the requested mortgage funds has caused and continues to cause severe hardship and prejudice to my client and his family. Last month, my client (and his wife) received notices from HSBC advising that the mortgage on his primary residence were overdue. A further month has now elapsed without the mortgage having been paid. It is of utmost importance that my client be provided access to his finances to pay for his daily living expenses and that of his young family and to stave off any foreclosure and/or related proceedings by HSBC for the property.

I can also advise that my client has monthly expenses, excluding legal fees, in the approximate amount of \$58,000, broken down as follows:

Expense Item	Monthly Cost as of May 1, 2020 (inc. fees, charges and taxes)
Food/ Groceries	\$2,600
Hydro	\$2,200
Natural Gas	\$250
Water/Waste removal	\$2,000
Cable/internet/phone	\$500
Cell phones	\$300
Mortgage	\$21,250
Taxes	\$2,920
Nanny	\$2,666

House cleaning	\$2,666
Kids School	\$4,166
Car & Insurance	\$2,000
House Insurance	\$4,000
<b>House Maintenance</b>	
Snow/Grass maintenance	\$1,500
Security Company	\$500
It/Alarm/Monitoring	\$500
HVAC maintenance	\$500
Pool maintenance	\$500
Wildlife problems	\$200
General house repairs	\$1,000
Florida condo	\$4,000
Clothing	\$2,000
<b>TOTAL</b>	<b>\$58,218</b>

Factoring in his monthly employment income of \$10,000, there is a deficiency of approximately \$48,218.00 per month. If you require details on the foregoing, please advise. Otherwise we ask that the Monitor consent to the release of funds in the amount of \$48,218 at this time, plus the amount of \$21,250 on account of the mortgage payment payable in April, 2020. We would also ask that the amount of \$48,218 be released on the 1<sup>st</sup> day of each subsequent month. As previously communicated, there are significant funds being retained following the sale of the Gervais property, and we would ask that the funds be released from that source.

Separate and apart from this, we can advise that our client is indebted to our firm in the amount of \$34,279.86. As previously communicated, we have a retainer balance in the amount of \$15,344, meaning that there would be a deficiency of \$18,935.86 if we applied the retainer. Please confirm that we may apply the retainer towards the indebtedness. Please also confirm that the outstanding fees (after application of the retainer), plus all legal fees going forward that are incurred by my client, will be paid from the funds that are subject to the mareva order. I have copied you on my emails to Torkin Manes, and I expect that once I have a payout statement, those funds can be advanced to your firm.

Should the Monitor maintain its refusal to provide funds to my client for his living expenses and legal fees, we will request a timetable for the return of the mareva motion during tomorrow's case conference.

Thanks,  
Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]

**Sent:** April 7, 2020 3:40 PM

**To:** Citak, S. Michael; Cobb, Evan

**Cc:** Junior, Chris

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Michael,

Thank you for mortgage information. We note that in the usual course, the subject of a mareva injunction is required to make some showing that they have no other sources of income before accessing frozen assets for daily living expenses. Mr Aquino has provided no such information. Mr Aquino has also not sought any other living expenses to date, be they related to his primary residence (which we understand from you this mortgage is not) or even for groceries. Correspondingly, as disclosed by the Monitor in the TUV application materials, the bank accounts of which the Monitor is aware contain at best, very limited funds.

We remind you that notwithstanding your objections, the mareva injunction was not limited to particular assets, but instead applies to all assets. Notwithstanding this prohibition, the Monitor infers from the above circumstances that Mr Aquino has other assets or sources of income that he is accessing in breach of the mareva injunction. The request to draw against the Gervais property funds therefore depletes one of the limited assets that the Monitor has discovered, while avoiding disclosure and seizure of other assets. The request is accordingly refused.

Should you have any additional information for the Monitor to consider in light of the foregoing we would be pleased to do so.

Best regards

**Alan Merskey**

Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.

222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada

T: +1 416.216.4805 | F: +1 416.216.3930

[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>

**Sent:** April 6, 2020 12:32 PM

**To:** Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

May I hear from you on this?

Thanks,

Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Citak, S. Michael

**Sent:** April 1, 2020 5:50 PM

**To:** Merskey, Alan; 'Cobb, Evan'

**Cc:** Junior, Chris

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

I'm attaching three statements received from HSBC that I am advised relates to John Aquino's mortgage and line of credit. The statements show the following regular monthly payments to be made, which are already past due:

1. \$12,740.92;
2. \$8,481.66; and
3. \$1,567.96

The total for these amounts is \$22,790.54.

In addition, I am attaching a fourth document, which is John Aquino's Mastercard statement. We would ask that the minimum payment of \$3,499 be paid on this amount.

We would ask that payment for these amounts be made from the funds Torkin Manes is holding on account of the Gervais sale. If the funds came to my firm in trust, we can then make the payments to HSBC directly. This might be the easiest way to deal with this so that it doesn't become unnecessarily burdensome on Torkin Manes. And considering these amounts (or at least these approximate amounts) are recurring monthly expenses, we may want to discuss making this automatic going forward.

Please let me know if you have any questions.

Thanks,

Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]

**Sent:** March 24, 2020 5:27 PM

**To:** Citak, S. Michael; Cobb, Evan

**Cc:** Junior, Chris; [alex.f.morrison@ca.ey.com](mailto:alex.f.morrison@ca.ey.com); O'Brien, Lynne; Taylor, Stephen

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Michael,

I will get instructions on the below. Can you please provide a copy of the mortgage statement and any other payment details. Also please advise which account the payment is sought to be made from so that, in the even we are so instructed, we can coordinate with the applicable financial institution.

Regarding the HST motion, no it is not proceeding on the 26<sup>th</sup>.

Best regards

**Alan Merskey**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4805 | F: +1 416.216.3930  
[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

## NORTON ROSE FULBRIGHT

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>  
**Sent:** March 24, 2020 11:51 AM  
**To:** Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>  
**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>  
**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

In accordance with the temporary order of Justice Hainey dated February 25, 2020 and in accordance with paragraph 6 thereof, our client hereby requests to withdraw the sum of \$22,822.58 on a monthly basis to remit payment to HSBC on account of the mortgage registered to the matrimonial home, municipally described as 9 Chieftain Crescent, Toronto. Please confirm that the Monitor is agreeable to this as soon as possible. We understand that the mortgage payment is currently in arrears given that Mr. Aquino's accounts have been frozen. Assuming this can be resolved, we do not anticipate that the Mareva motion, originally scheduled for March 26, 2020 but adjourned on account of the Covid-19 epidemic, would need to be spoken to on any urgent basis.

Furthermore, please confirm that we may draw down from the retainer funds held in our trust account to render payment for our current statement of account. We can confirm that there will be a remaining balance of \$15,344.00 of the retainer funds upon payment of same.

Can you also please confirm whether the GST motion originally scheduled for March 26, 2020 will still be proceeding?

As it relates to the Corebuild motion (which you have now advised will be heard on the 27<sup>th</sup>), we hereby request a copy of all confidential appendices referenced in the materials. As you are aware, our client is a significant shareholder of BCCL and ought to be privy to same. In addition, Zurich Insurance Company Ltd. has commenced an action as against our client for a sizeable quantum of damages, and we anticipate that Zurich will be claiming its losses on account of the Corebuild transaction as against Mr. Aquino. Any sale of assets is therefore highly relevant to our client.

We await your response. Do not hesitate to contact me should you wish to discuss the foregoing.

Thanks,  
Michael

**S. Michael Citak** • Partner  
Gardiner Roberts LLP  
Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3  
T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Cobb, Evan [<mailto:evan.cobb@nortonrosefulbright.com>]  
**Sent:** March 24, 2020 11:19 AM  
**To:** Ma, Catherine; [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com); Merskey, Alan; Schmitt, Alexander; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com);



[alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglers.com](mailto:rmacdougall@foglers.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com); [samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com); [bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseauumazzuca.com](mailto:michael@rousseauumazzuca.com); [athan@rousseauumazzuca.com](mailto:athan@rousseauumazzuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca); [gball@mccarthy.ca](mailto:gball@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@cassels.com](mailto:bgoodis@cassels.com); [malter@cassels.com](mailto:malter@cassels.com); [jbirch@cassels.com](mailto:jbirch@cassels.com); Citak, S. 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**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

## TO THE SERVICE LIST:

The Monitor's motion in the above noted proceedings for approval of a Transfer & Completion Agreement and Shared Services Agreement will now be heard by teleconference at 10 a.m. on Friday, March 27<sup>th</sup>.

Please send an email to me if you would like to receive a dial in for this hearing.

Thank you.

**Evan Cobb**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.1929 | F: +1 416.216.3930  
[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)

## NORTON ROSE FULBRIGHT

---

**From:** Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>

**Sent:** March 13, 2020 7:21 PM

**To:** [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcavaruso@osler.com](mailto:mcavaruso@osler.com); Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>; Schmitt, Alexander <[alexander.schmitt@nortonrosefulbright.com](mailto:alexander.schmitt@nortonrosefulbright.com)>; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglers.com](mailto:rmacdougall@foglers.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com);

[samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com); [bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseauumazzuca.com](mailto:michael@rousseauumazzuca.com); [athan@rousseauumazzuca.com](mailto:athan@rousseauumazzuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca); [gball@mccarthy.ca](mailto:gball@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@cassels.com](mailto:bgoodis@cassels.com); [malter@cassels.com](mailto:malter@cassels.com); [jbirch@cassels.com](mailto:jbirch@cassels.com); [mcitak@grllp.com](mailto:mcitak@grllp.com); [KTakagi@blg.com](mailto:KTakagi@blg.com); [JMelia@blg.com](mailto:JMelia@blg.com); [mallen@farris.com](mailto:mallen@farris.com); [kmahar@millertomson.com](mailto:kmahar@millertomson.com); [dbulat@millertomson.com](mailto:dbulat@millertomson.com); [igardner@singleton.com](mailto:igardner@singleton.com); [clabiris@singleton.com](mailto:clabiris@singleton.com); [rpayne@morrisonandpayne.com](mailto:rpayne@morrisonandpayne.com); [fbogach@weirfoulds.com](mailto:fbogach@weirfoulds.com); [iscorgie@weirfoulds.com](mailto:iscorgie@weirfoulds.com); [jlittle@singleton.com](mailto:jlittle@singleton.com); [ebisceglia@lawtoronto.com](mailto:ebisceglia@lawtoronto.com); [fsouza@lawtoronto.com](mailto:fsouza@lawtoronto.com); [mswartz@weirfoulds.com](mailto:mswartz@weirfoulds.com); [bkuchar@weirfoulds.com](mailto:bkuchar@weirfoulds.com); [jciraco@marksandciraco.com](mailto:jciraco@marksandciraco.com); [jeanriea@bennettjones.com](mailto:jeanriea@bennettjones.com); [paynea@bennettjones.com](mailto:paynea@bennettjones.com); [mdrudi@dakllp.com](mailto:mdrudi@dakllp.com); [jnathwani@glaholt.com](mailto:jnathwani@glaholt.com); [bjaeger@ferrarijaeger.com](mailto:bjaeger@ferrarijaeger.com); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [dcrawford@ggfilaw.com](mailto:dcrawford@ggfilaw.com); [enadler@nadlerlaw.ca](mailto:enadler@nadlerlaw.ca); [acamporese@csdlawyers.ca](mailto:acamporese@csdlawyers.ca); [adam.grossi@devrylaw.ca](mailto:adam.grossi@devrylaw.ca); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [avisheau@kmlaw.ca](mailto:avisheau@kmlaw.ca); [f.battiston@battistonlaw.com](mailto:f.battiston@battistonlaw.com); [jsanderson@maclawyers.ca](mailto:jsanderson@maclawyers.ca); [mcassone@harrisonpensa.com](mailto:mcassone@harrisonpensa.com); [stam@gsnh.com](mailto:stam@gsnh.com); [pcho@weirfoulds.com](mailto:pcho@weirfoulds.com); 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**Subject:** In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

## TO THE SERVICE LIST:

Please find enclosed the Motion Record and Eleventh Report of the Monitor dated March 13, 2020. This motion seeks, among other things, approval of a Transfer & Completion Agreement and Shared Services Agreement.

**Catherine Ma**  
Law Clerk

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4838 | F: +1 416.216.3930  
[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)

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# **APPENDIX K**

**From:** Merskey, Alan <alan.merskey@nortonrosefulbright.com>  
**Sent:** May 19, 2020 5:31 PM  
**To:** Citak, S. Michael <mcitak@grllp.com>; Junior, Chris <cjunior@grllp.com>  
**Cc:** Cobb, Evan <evan.cobb@nortonrosefulbright.com>  
**Subject:** RE: Bondfield - TUV Application re Aquino et al court file # CV-19-630908-00CL

Michael,

I am following up and/or responding on a few related issues.

1. Cost award against Bridging in favour of John - could you let us know what the motion/action was about? In any event, you may have the costs directed to your firm to be applied against any outstanding fees or applied against future ones.
2. McEwen cost order. Given our prior agreement in the context of settling the form of the order, we will have those funds applied from the Gervais amounts, and take your email as John's consent to do so.
3. Motion to convert cost order – the Monitor does not agree that this should be paid from the Gervais property funds, for the more general reasons set out below dealing with John's access to funds.
4. Living expenses request – you wrote us with a list of expenses on May 7, the evening before the last case conference. We responded on May 8. We requested back-up for the expenses given the amount of nearly \$60,000. We also requested a sworn statement of assets and liabilities and reserved our rights to an examination. You confirmed on May 8 that some of the requested amounts had been mis-described as monthly. Otherwise we have not received any further information. Please provide this information at your earliest convenience. The Monitor cannot provide an appropriately informed response to John's request in the absence of this information.
5. Mareva scheduling - we note that despite your request at the case conference of May 8 to schedule the return of the broader Mareva motion, you have not provided us with your preferred schedule. We assume John has postponed scheduling any such relief pending delivery of his expense and asset information. If John is disputing that obligation and wishes to arrange a hearing on that narrower issue, kindly advise. In the meantime we can take no steps to schedule any hearing absent knowing your schedule proposal for delivery of your evidence and return date range.
6. Nexus Real Estate Investment Trust - The Monitor has been informed that Mr. Aquino is the holder of units of Nexus Real Estate Investment Trust, which is a publicly listed company. We understand that these units pay monthly distributions in the amount of \$1,666.25. We have been advised by Nexus Real Estate Investment Trust that distributions on these units are now being held by the transfer agent pursuant to the terms of the Mareva Order. Keeping these distributions with Nexus Real Estate Investment Trust is not beneficial to either Mr. Aquino or the Bondfield estate. We believe the funds should be transferred to the account that currently holds the

Gervais property funds or to an account at an institution has acknowledged the Mareva Order. Please let us know if there is a preference as to how we deal with these funds.

We look forward to hearing from you on the above.

Best regards

**Alan Merskey**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4805 | F: +1 416.216.3930  
[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

## **NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael  
**Sent:** May 11, 2020 5:57 PM  
**To:** Merskey, Alan ; Junior, Chris  
**Cc:** Cobb, Evan  
**Subject:** RE: Bondfield - TUV Application re Aquino et al court file # CV-19-630908-00CL

Thanks Alan.

Do you need anything from John in order to get the costs payment from this endorsement, as well as McEwen's costs order, paid from the funds you now have?

Also, there was a prior costs award that John obtained wherein Bridging was ordered to pay just shy of \$10K to John. This is a separate proceeding that Bridging commenced against him, and Trevor Whiffen at Dickinson Wright represents Bridging. Did you want those costs paid to your firm, or shall I have them paid to my firm and we can apply towards future fees?

**S. Michael Citak** • Partner  
Gardiner Roberts LLP  
Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3  
T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]  
**Sent:** May 11, 2020 5:24 PM  
**To:** Citak, S. Michael; tcorsianos; George Corsianos; Junior, Chris; Opolsky, Jeremy  
**Cc:** Cobb, Evan; Ma, Catherine  
**Subject:** RE: Bondfield - TUV Application re Aquino et al court file # CV-19-630908-00CL

Counsel, attached is Justice Hainey's endorsement from Friday's case conference. The commercial list office has requested that we circulate to all parties.

Best regards

**Alan Merskey**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4805 | F: +1 416.216.3930

[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

## NORTON ROSE FULBRIGHT

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# **APPENDIX L**



**From:** Citak, S. Michael <mcitak@grllp.com>

**Sent:** June 4, 2020 8:24 AM

**To:** Merskey, Alan <alan.merskey@nortonrosefulbright.com>; Cobb, Evan <evan.cobb@nortonrosefulbright.com>

**Cc:** Junior, Chris <cjunior@grllp.com>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

I'm forwarding to you information in accordance with your request. As you can see, John has considerable ordinary living expenses that require payment. The mareva, as currently in place, does not provide him with funds in order to make payment of these expenses. He therefore requires that the Monitor provide access to his funds so that payments can be made for these expenses. The monthly amount that John requires is \$46,010.85. If there is opposition to this, I will need your cooperation to immediately schedule a case conference to speak to a return date for a motion. I hope that is not required. You will also see in the materials a reference to the fact that the last two monthly mortgage payments for his home were paid for by John's father in law. I am clarifying whether he is required to repay his father in law. You will see further reference that, prior to that, his monthly mortgage payments were drawn from John's line of credit. That line has been maxed out now.

Also, I haven't yet received confirmation from you that all of John's legal fees incurred by my firm will be paid from the frozen funds. I required this confirmation as I need assurance that my firm's fees will be paid. I appreciate that the Monitor has been receptive to date, but I can't have any uncertainty. If I cannot get this certainty, I will have to immediately stop working on all legal matters to John's benefit.

John also has other ongoing legal matters. He is represented by Alan Gold for various criminal matters. While I am content with receiving confirmation that our ongoing monthly fees will be paid from the frozen funds, Mr. Gold isn't comfortable with a similar approach and requires from John a further retainer in the amount of \$500,000 at this time, and will ask for additional funds as required. Similarly, he wishes to engage Stephen Brunswick of Teplitzsky Colson on

other litigation, including the two claims commenced against him by Zurich. For the more recent claim relating to St. Michaels Hospital, there is a court ordered timetable from Conway J. that requires that pleadings close by June 16<sup>th</sup>. So he needs Mr. Brunswick engaged ASAP. I am told that Mr. Brunswick requires a retainer of \$200,000 at this time, and will ask for additional funds as required. Finally, David Ullmann from Blaneys acts for John on the proceedings between John and his father. I am told that Mr. Ullmann requires a retainer of \$100,000 at this time, and will ask for additional funds as required.

I appreciate that there has been some delay in me getting back to you. That said, John's access to his funds is urgent at this time. Please do get back to me on this at your earliest opportunity.

Thanks,  
Michael

**S. Michael Citak • Partner**

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]

**Sent:** May 8, 2020 6:09 PM

**To:** Citak, S. Michael; Cobb, Evan

**Cc:** Junior, Chris

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

We will follow up with them TM. I don't think we can provide that confirmation in advance because it depends somewhat on the response to our questions. As you can see, we have been receptive though.

When you provide the particulars please re-review to clarify what is monthly and what is catch up/lump sum. Your \$58,000 a month request is based on a \$22,000 a month mortgage amount right now, which seems to be incorrect.

Best regards

**Alan Merskey**

Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.

222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada

T: +1 416.216.4805 | F: +1 416.216.3930

[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

---

**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>

**Sent:** May 8, 2020 5:18 PM

**To:** Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Thanks Alan. Will get as much info to you as possible.

Perhaps the confusion around double the mortgage amount is derived from the fact that we are asking for both April and May payments. The monthly amount is approximately the same as what I previously advised.

Can you also provide the confirmation that our future accounts will be paid from the frozen funds? And do you know why we haven't yet received any response from Torkin Manes? That is really holding up the transfer of funds to your firm.

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]

**Sent:** May 8, 2020 4:54 PM

**To:** Citak, S. Michael; Cobb, Evan

**Cc:** Junior, Chris

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

WITH PREJUDICE

Michael,

We cannot respond to your request on a without prejudice basis while at the same time having you suggest to the court that the Monitor is not considering Mr Aquino's requests. Accordingly, we will rely upon both this and any further response, unless Mr Aquino at some point has an actual settlement proposal to tender (which this is not).

With respect to the existing legal fees owed to you, the Monitor confirms that you may apply the existing trust funds. The Monitor is not yet in receipt of the Gervais property funds. When in hand it will remit the remaining portion of the legal fees cited in your email.

With respect to Mr Aquino's request for living expenses, please provide back up for the following items:

Expense Item	
Food/ Groceries	
Hydro	
Water/Waste removal	
Mortgage	Please provide support for the proposition that until recently the mortgage was "prepaid".
Taxes	
House cleaning	

Kids School	
Car & Insurance	
House Insurance	
<b>House Maintenance</b>	
Snow/Grass maintenance	
Security Company	
It/Alarm/Monitoring	
HVAC maintenance	
Pool maintenance	
Wildlife problems	
General house repairs	
Florida condo	
Clothing	

With respect to the mortgage, the amount below is nearly double the amount stated in the back-up previously provided. Could you please clarify the discrepancy.

Finally, while as noted the Monitor will give due consideration to each item with the back up, it is standard practice for this sort of request to provide a sworn statement of assets and liabilities and if requested submit to an examination on same. Accordingly please provide that statement and the requested backup as soon possible to facilitate providing you with a final position.

Best regards

**Alan Merskey**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4805 | F: +1 416.216.3930  
[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>

**Sent:** May 7, 2020 5:58 PM

**To:** Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

WITHOUT PREJUDICE

Hi Alan:

I want to address a matter that we emailed about last month. Couple initial things. First, I did not suggest that the mortgage funds were not related to John's primary residence. The request was specifically for the home. I am unsure how you formed that understanding. Second, given the fact that the interim mareva order is worldwide and relates to all assets, I do not believe there is a need for John to show that he has no other source of funds. Regardless, I can advise that the only source of additional funds that John has is derived from his employment income, which he has been using towards some of his living expenses. There is a significant deficiency though. Candidly, I only recently became aware of this source of funds after making an inquiry. I believe that this information was not initially disclosed because the source of funds are new funds, rather than funds that existed as at the date of the initial mareva order. It is not clear to me (or my client) whether the order in place freezes assets as at the date they were frozen, or any new funds. I hope the Monitor is not of the view that it relates to new funds too, but regardless, the Monitor is now aware. As you may recall, my client was extremely forthcoming in disclosing his interest in additional properties of which there is significant realisable value when the form of the order was initially being discussed.

Things are becoming more dire to my client. The Monitor's refusal to provide the requested mortgage funds has caused and continues to cause severe hardship and prejudice to my client and his family. Last month, my client (and his wife) received notices from HSBC advising that the mortgage on his primary residence were overdue. A further month has now elapsed without the mortgage having been paid. It is of utmost importance that my client be provided access to his finances to pay for his daily living expenses and that of his young family and to stave off any foreclosure and/or related proceedings by HSBC for the property.

I can also advise that my client has monthly expenses, excluding legal fees, in the approximate amount of \$58,000, broken down as follows:

<b>Expense Item</b>	<b>Monthly Cost as of May 1, 2020 (inc. fees, charges and taxes)</b>
Food/ Groceries	\$2,600
Hydro	\$2,200
Natural Gas	\$250
Water/Waste removal	\$2,000
Cable/internet/phone	\$500
Cell phones	\$300
Mortgage	\$21,250
Taxes	\$2,920
Nanny	\$2,666
House cleaning	\$2,666
Kids School	\$4,166
Car & Insurance	\$2,000

House Insurance	\$4,000
<b>House Maintenance</b>	
Snow/Grass maintenance	\$1,500
Security Company	\$500
It/Alarm/Monitoring	\$500
HVAC maintenance	\$500
Pool maintenance	\$500
Wildlife problems	\$200
General house repairs	\$1,000
Florida condo	\$4,000
Clothing	\$2,000
<b>TOTAL</b>	<b>\$58,218</b>

Factoring in his monthly employment income of \$10,000, there is a deficiency of approximately \$48,218.00 per month. If you require details on the foregoing, please advise. Otherwise we ask that the Monitor consent to the release of funds in the amount of \$48,218 at this time, plus the amount of \$21,250 on account of the mortgage payment payable in April, 2020. We would also ask that the amount of \$48,218 be released on the 1<sup>st</sup> day of each subsequent month. As previously communicated, there are significant funds being retained following the sale of the Gervais property, and we would ask that the funds be released from that source.

Separate and apart from this, we can advise that our client is indebted to our firm in the amount of \$34,279.86. As previously communicated, we have a retainer balance in the amount of \$15,344, meaning that there would be a deficiency of \$18,935.86 if we applied the retainer. Please confirm that we may apply the retainer towards the indebtedness. Please also confirm that the outstanding fees (after application of the retainer), plus all legal fees going forward that are incurred by my client, will be paid from the funds that are subject to the mareva order. I have copied you on my emails to Torkin Manes, and I expect that once I have a payout statement, those funds can be advanced to your firm.

Should the Monitor maintain its refusal to provide funds to my client for his living expenses and legal fees, we will request a timetable for the return of the mareva motion during tomorrow's case conference.

Thanks,  
Michael

**S. Michael Citak • Partner**

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]  
**Sent:** April 7, 2020 3:40 PM  
**To:** Citak, S. Michael; Cobb, Evan  
**Cc:** Junior, Chris  
**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Michael,

Thank you for mortgage information. We note that in the usual course, the subject of a mareva injunction is required to make some showing that they have no other sources of income before accessing frozen assets for daily living expenses. Mr Aquino has provided no such information. Mr Aquino has also not sought any other living expenses to date, be they related to his primary residence (which we understand from you this mortgage is not) or even for groceries. Correspondingly, as disclosed by the Monitor in the TUV application materials, the bank accounts of which the Monitor is aware contain at best, very limited funds.

We remind you that notwithstanding your objections, the mareva injunction was not limited to particular assets, but instead applies to all assets. Notwithstanding this prohibition, the Monitor infers from the above circumstances that Mr Aquino has other assets or sources of income that he is accessing in breach of the mareva injunction. The request to draw against the Gervais property funds therefore depletes one of the limited assets that the Monitor has discovered, while avoiding disclosure and seizure of other assets. The request is accordingly refused.

Should you have any additional information for the Monitor to consider in light of the foregoing we would be pleased to do so.

Best regards

**Alan Merskey**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4805 | F: +1 416.216.3930  
[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

---

**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>  
**Sent:** April 6, 2020 12:32 PM  
**To:** Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>  
**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>  
**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

May I hear from you on this?

Thanks,  
Michael

**S. Michael Citak** • Partner  
Gardiner Roberts LLP  
Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3  
T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Citak, S. Michael  
**Sent:** April 1, 2020 5:50 PM  
**To:** Merskey, Alan; 'Cobb, Evan'  
**Cc:** Junior, Chris  
**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

I'm attaching three statements received from HSBC that I am advised relates to John Aquino's mortgage and line of credit. The statements show the following regular monthly payments to be made, which are already past due:

1. \$12,740.92;
2. \$8,481.66; and
3. \$1,567.96

The total for these amounts is \$22,790.54.

In addition, I am attaching a fourth document, which is John Aquino's Mastercard statement. We would ask that the minimum payment of \$3,499 be paid on this amount.

We would ask that payment for these amounts be made from the funds Torkin Manes is holding on account of the Gervais sale. If the funds came to my firm in trust, we can then make the payments to HSBC directly. This might be the easiest way to deal with this so that it doesn't become unnecessarily burdensome on Torkin Manes. And considering these amounts (or at least these approximate amounts) are recurring monthly expenses, we may want to discuss making this automatic going forward.

Please let me know if you have any questions.

Thanks,  
Michael

**S. Michael Citak** • Partner  
Gardiner Roberts LLP  
Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3  
T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]  
**Sent:** March 24, 2020 5:27 PM  
**To:** Citak, S. Michael; Cobb, Evan  
**Cc:** Junior, Chris; [alex.f.morrison@ca.ey.com](mailto:alex.f.morrison@ca.ey.com); O'Brien, Lynne; Taylor, Stephen  
**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Michael,

I will get instructions on the below. Can you please provide a copy of the mortgage statement and any other payment details. Also please advise which account the payment is sought to be made from so that, in the even we are so instructed, we can coordinate with the applicable financial institution.

Regarding the HST motion, no it is not proceeding on the 26<sup>th</sup>.

Best regards

**Alan Merskey**  
Partner



Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4805 | F: +1 416.216.3930  
[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

## NORTON ROSE FULBRIGHT

---

**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>

**Sent:** March 24, 2020 11:51 AM

**To:** Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

In accordance with the temporary order of Justice Hailey dated February 25, 2020 and in accordance with paragraph 6 thereof, our client hereby requests to withdraw the sum of \$22,822.58 on a monthly basis to remit payment to HSBC on account of the mortgage registered to the matrimonial home, municipally described as 9 Chieftain Crescent, Toronto. Please confirm that the Monitor is agreeable to this as soon as possible. We understand that the mortgage payment is currently in arrears given that Mr. Aquino's accounts have been frozen. Assuming this can be resolved, we do not anticipate that the Mareva motion, originally scheduled for March 26, 2020 but adjourned on account of the Covid-19 epidemic, would need to be spoken to on any urgent basis.

Furthermore, please confirm that we may draw down from the retainer funds held in our trust account to render payment for our current statement of account. We can confirm that there will be a remaining balance of \$15,344.00 of the retainer funds upon payment of same.

Can you also please confirm whether the GST motion originally scheduled for March 26, 2020 will still be proceeding?

As it relates to the Corebuild motion (which you have now advised will be heard on the 27<sup>th</sup>), we hereby request a copy of all confidential appendices referenced in the materials. As you are aware, our client is a significant shareholder of BCCL and ought to be privy to same. In addition, Zurich Insurance Company Ltd. has commenced an action against our client for a sizeable quantum of damages, and we anticipate that Zurich will be claiming its losses on account of the Corebuild transaction as against Mr. Aquino. Any sale of assets is therefore highly relevant to our client.

We await your response. Do not hesitate to contact me should you wish to discuss the foregoing.

Thanks,  
Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Cobb, Evan [<mailto:evan.cobb@nortonrosefulbright.com>]

**Sent:** March 24, 2020 11:19 AM

**To:** Ma, Catherine; [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com); Merskey, Alan; Schmitt, Alexander; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carstrong@goodmans.ca](mailto:carstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglers.com](mailto:rmacdougall@foglers.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com); [samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com);

[bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseauumazzuca.com](mailto:michael@rousseauumazzuca.com); [athan@rousseauumazzuca.com](mailto:athan@rousseauumazzuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca); [gball@mccarthy.ca](mailto:gball@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@cassels.com](mailto:bgoodis@cassels.com); [malter@cassels.com](mailto:malter@cassels.com); [jbirch@cassels.com](mailto:jbirch@cassels.com); Citak, S. 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**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

## TO THE SERVICE LIST:

The Monitor's motion in the above noted proceedings for approval of a Transfer & Completion Agreement and Shared Services Agreement will now be heard by teleconference at 10 a.m. on Friday, March 27<sup>th</sup>.

Please send an email to me if you would like to receive a dial in for this hearing.

Thank you.

**Evan Cobb**

Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.1929 | F: +1 416.216.3930  
[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)

## NORTON ROSE FULBRIGHT

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**From:** Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>

**Sent:** March 13, 2020 7:21 PM

**To:** [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcavaruso@osler.com](mailto:mcavaruso@osler.com); Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>; Schmitt, Alexander <[alexander.schmitt@nortonrosefulbright.com](mailto:alexander.schmitt@nortonrosefulbright.com)>; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carstrong@goodmans.ca](mailto:carstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglars.com](mailto:rmacdougall@foglars.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com); [samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com); [bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseauumazzuca.com](mailto:michael@rousseauumazzuca.com); [athan@rousseauumazzuca.com](mailto:athan@rousseauumazzuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca);

[gHall@mccarthy.ca](mailto:gHall@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@cassels.com](mailto:bgoodis@cassels.com); [malter@cassels.com](mailto:malter@cassels.com); [jbirch@cassels.com](mailto:jbirch@cassels.com); [mcitak@grillp.com](mailto:mcitak@grillp.com); [KTakagi@blg.com](mailto:KTakagi@blg.com); [JMelia@blg.com](mailto:JMelia@blg.com); [mallen@farris.com](mailto:mallen@farris.com); [kmahar@millertthomson.com](mailto:kmahar@millertthomson.com); [dbulat@millertthomson.com](mailto:dbulat@millertthomson.com); [jgardner@singleton.com](mailto:jgardner@singleton.com); [clabiris@singleton.com](mailto:clabiris@singleton.com); [rpayne@morrisonandpayne.com](mailto:rpayne@morrisonandpayne.com); [fbogach@weirfoulds.com](mailto:fbogach@weirfoulds.com); [jscorgie@weirfoulds.com](mailto:jscorgie@weirfoulds.com); [jlittle@singleton.com](mailto:jlittle@singleton.com); [ebisceglia@lawtoronto.com](mailto:ebisceglia@lawtoronto.com); [fsouza@lawtoronto.com](mailto:fsouza@lawtoronto.com); [mswartz@weirfoulds.com](mailto:mswartz@weirfoulds.com); [bkuchar@weirfoulds.com](mailto:bkuchar@weirfoulds.com); [jciraco@marksandciraco.com](mailto:jciraco@marksandciraco.com); [jeanriea@bennettjones.com](mailto:jeanriea@bennettjones.com); [paynea@bennettjones.com](mailto:paynea@bennettjones.com); [mdrudi@dakllp.com](mailto:mdrudi@dakllp.com); [jnathwani@glaholt.com](mailto:jnathwani@glaholt.com); [bjaeager@ferrarijaeger.com](mailto:bjaeager@ferrarijaeger.com); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [dcrawford@ggfilaw.com](mailto:dcrawford@ggfilaw.com); [enadler@nadlerlaw.ca](mailto:enadler@nadlerlaw.ca); [acamporese@csdlawyers.ca](mailto:acamporese@csdlawyers.ca); [adam.grossi@devrylaw.ca](mailto:adam.grossi@devrylaw.ca); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [avisheau@kmlaw.ca](mailto:avisheau@kmlaw.ca); [f.battiston@battistonlaw.com](mailto:f.battiston@battistonlaw.com); [jsanderson@maclawyers.ca](mailto:jsanderson@maclawyers.ca); [mcassone@harrisonpensa.com](mailto:mcassone@harrisonpensa.com); [stam@gsnh.com](mailto:stam@gsnh.com); [pcho@weirfoulds.com](mailto:pcho@weirfoulds.com); [mike@gayedlaw.com](mailto:mike@gayedlaw.com); [BHalfin@goodmans.ca](mailto:BHalfin@goodmans.ca); [TJacobson@goodmans.ca](mailto:TJacobson@goodmans.ca); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [mallen@weirfoulds.com](mailto:mallen@weirfoulds.com); [mbinetti@agmlawyers.com](mailto:mbinetti@agmlawyers.com); [jeff@spark.law](mailto:jeff@spark.law); [mbinetti@agmlawyers.com](mailto:mbinetti@agmlawyers.com); [edreyer@kw-law.com](mailto:edreyer@kw-law.com); [cd@giffenlawyers.com](mailto:cd@giffenlawyers.com); [PDipede@bondfield.com](mailto:PDipede@bondfield.com); [cyamashita@shlaw.ca](mailto:cyamashita@shlaw.ca); [charles.simco@shibleyrighton.com](mailto:charles.simco@shibleyrighton.com); [megan.marrie@shibleyrighton.com](mailto:megan.marrie@shibleyrighton.com); [mstcyr@cassels.com](mailto:mstcyr@cassels.com); [jradnoff@radnofflaw.com](mailto:jradnoff@radnofflaw.com); [ben.sakamoto@bakermckenzie.com](mailto:ben.sakamoto@bakermckenzie.com); [schmuckd@simpsonwigle.com](mailto:schmuckd@simpsonwigle.com); [pguaragna@millertthomson.com](mailto:pguaragna@millertthomson.com); [jkranc@regencylawgroup.ca](mailto:jkranc@regencylawgroup.ca); [akosha@mccarthy.ca](mailto:akosha@mccarthy.ca); [jmgottli@sullivan-mahoney.com](mailto:jmgottli@sullivan-mahoney.com); [jteal@lloydburns.ca](mailto:jteal@lloydburns.ca); [mtamblyn@torkinmanes.com](mailto:mtamblyn@torkinmanes.com); [rhauk@torkinmanes.com](mailto:rhauk@torkinmanes.com); [sthom@torkinmanes.com](mailto:sthom@torkinmanes.com); [IPeck@sblegal.ca](mailto:IPeck@sblegal.ca); [cbreukelman@sblegal.ca](mailto:cbreukelman@sblegal.ca); [exega@sblegal.ca](mailto:exega@sblegal.ca); [rjk@kennaley.ca](mailto:rjk@kennaley.ca); [mradulescu@ggfilaw.com](mailto:mradulescu@ggfilaw.com); [im@glaholt.com](mailto:im@glaholt.com); [schmuckd@simpsonwigle.com](mailto:schmuckd@simpsonwigle.com); [cpittam@bbo.on.ca](mailto:cpittam@bbo.on.ca); [pkiriakakis@mccarthy.ca](mailto:pkiriakakis@mccarthy.ca); [sastolfo@weirfoulds.com](mailto:sastolfo@weirfoulds.com); [jopolsky@torys.com](mailto:jopolsky@torys.com); [jsacks@millertthomson.com](mailto:jsacks@millertthomson.com); [awainstock@dakllp.com](mailto:awainstock@dakllp.com); [jfinnigan@tgf.ca](mailto:jfinnigan@tgf.ca); [smcgrath@tgf.ca](mailto:smcgrath@tgf.ca); [jhardy@tgf.ca](mailto:jhardy@tgf.ca); [hbborlack@mccagueborlack.com](mailto:hbborlack@mccagueborlack.com); [eturkienicz@mccagueborlack.com](mailto:eturkienicz@mccagueborlack.com)

**Subject:** In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

## TO THE SERVICE LIST:

Please find enclosed the Motion Record and Eleventh Report of the Monitor dated March 13, 2020. This motion seeks, among other things, approval of a Transfer & Completion Agreement and Shared Services Agreement.

**Catherine Ma**

Law Clerk

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4838 | F: +1 416.216.3930  
[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)

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**ATTACHMENTS TO EMAIL  
INTENTIONALLY REMOVED**

# **APPENDIX M**

**From:** Merskey, Alan  
**Sent:** June 8, 2020 4:27 PM  
**To:** 'Citak, S. Michael' <mcitak@grllp.com>  
**Cc:** Cobb, Evan <evan.cobb@nortonrosefulbright.com>; alex.f.morrison@ca.ey.com  
**Subject:** FW: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Michael,

The Monitor has reviewed Mr Aquino's request.

As a preliminary matter, the Monitor has recalculated the expenses based upon the information provided. The actual monthly amount is in fact \$45,657.32, a difference of \$353.53 from the amount claimed. See the attached spreadsheet. The Monitor does not agree that the expenses are necessarily proper, or that Mr Aquino has provided the asset information required of a person in his position. This is information we have requested on several occasions now.

While the Monitor reserves all of its rights to contest future payments, the Monitor will authorize a one time release of \$45,657.32 from the Gervais Property funds. The payment will be made to your office by wire within 2 business days of this email.

With respect to the request for \$800,000 in retainer funds, this is on its face unreasonable and unnecessary to protect Mr Aquino's interests whether for the next month, or to the hearing of the TUV application in September, whereupon such funds would become, depending on the result, unavailable at all to Mr Aquino. Furthermore, there are no criminal charges laid and Mr Ullman has been compensated from the assets under dispute in the litigation in which he acts, and may be so compensated again. In the circumstances, the Monitor will consent to a one time payment of \$100,000 for all retainers. Mr Aquino may distribute the funds as he sees fit among his various lawyers subject to providing an accounting for same.

It is apparent from our request for the information below over a month ago, and the deliberate choice to ignore the requests for asset disclosure that Mr Aquino will simply continue in this piecemeal fashion of last minute belated and under supported demands, without more. Please be advised that to bring this issue to resolution the Monitor intends to bring a motion on for hearing within the next several weeks to obtain an order:

1. Directing Mr Aquino to deliver a sworn statement of assets, liabilities and all sources of income;
2. Directing Mr Aquino to attend for examination under oath on that statement and to provide all related documents in advance of the examination;
3. Providing advice and direction on the retainer requests; and
4. Providing advice and direction on various of the expense requests.

We expect to serve the motion within approximately one week. We will coordinate scheduling with the Commercial List office and you. If there are particular dates you are aware to be unavailable to you from June 15 on, please advise.

Best regards

**Alan Merskey**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4805 | F: +1 416.216.3930  
[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

## **NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>

**Sent:** June 4, 2020 8:24 AM

**To:** Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

I'm forwarding to you information in accordance with your request. As you can see, John has considerable ordinary living expenses that require payment. The mareva, as currently in place, does not provide him with funds in order to make payment of these expenses. He therefore requires that the Monitor provide access to his funds so that payments can be made for these expenses. The monthly amount that John requires is \$46,010.85. If there is opposition to this, I will need your cooperation to immediately schedule a case conference to speak to a return date for a motion. I hope that is not required. You will also see in the materials a reference to the fact that the last two monthly mortgage payments for his home were paid for by John's father in law. I am clarifying whether he is required to repay his father in law. You will see further reference that, prior to that, his monthly mortgage payments were drawn from John's line of credit. That line has been maxed out now.

Also, I haven't yet received confirmation from you that all of John's legal fees incurred by my firm will be paid from the frozen funds. I required this confirmation as I need assurance that my firm's fees will be paid. I appreciate that the Monitor has been receptive to date, but I can't have any uncertainty. If I cannot get this certainty, I will have to immediately stop working on all legal matters to John's benefit.

John also has other ongoing legal matters. He is represented by Alan Gold for various criminal matters. While I am content with receiving confirmation that our ongoing monthly fees will be paid from the frozen funds, Mr. Gold isn't comfortable with a similar approach and requires from John a further retainer in the amount of \$500,000 at this time, and will ask for additional funds as required. Similarly, he wishes to engage Stephen Brunswick of Teplitzky Colson on other litigation, including the two claims commenced against him by Zurich. For the more recent claim relating to St. Michaels Hospital, there is a court ordered timetable from Conway J. that requires that pleadings close by June 16<sup>th</sup>. So he needs Mr. Brunswick engaged ASAP. I am told that Mr. Brunswick requires a retainer of \$200,000 at this time, and will ask for additional funds as required. Finally, David Ullmann from Blaneys acts for John on the proceedings between John and his father. I am told that Mr. Ullmann requires a retainer of \$100,000 at this time, and will ask for additional funds as required.



I appreciate that there has been some delay in me getting back to you. That said, John's access to his funds is urgent at this time. Please do get back to me on this at your earliest opportunity.

Thanks,  
Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

---

**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]

**Sent:** May 8, 2020 6:09 PM

**To:** Citak, S. Michael; Cobb, Evan

**Cc:** Junior, Chris

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

We will follow up with them TM. I don't think we can provide that confirmation in advance because it depends somewhat on the response to our questions. As you can see, we have been receptive though.

When you provide the particulars please re-review to clarify what is monthly and what is catch up/lump sum. Your \$58,000 a month request is based on a \$22,000 a month mortgage amount right now, which seems to be incorrect.

Best regards

**Alan Merskey**

Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.

222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada

T: +1 416.216.4805 | F: +1 416.216.3930

[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>

**Sent:** May 8, 2020 5:18 PM

**To:** Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Thanks Alan. Will get as much info to you as possible.

Perhaps the confusion around double the mortgage amount is derived from the fact that we are asking for both April and May payments. The monthly amount is approximately the same as what I previously advised.

Can you also provide the confirmation that our future accounts will be paid from the frozen funds? And do you know why we haven't yet received any response from Torkin Manes? That is really holding up the transfer of funds to your firm.

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]

**Sent:** May 8, 2020 4:54 PM

**To:** Citak, S. Michael; Cobb, Evan

**Cc:** Junior, Chris

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

WITH PREJUDICE

Michael,

We cannot respond to your request on a without prejudice basis while at the same time having you suggest to the court that the Monitor is not considering Mr Aquino's requests. Accordingly, we will rely upon both this and any further response, unless Mr Aquino at some point has an actual settlement proposal to tender (which this is not).

With respect to the existing legal fees owed to you, the Monitor confirms that you may apply the existing trust funds. The Monitor is not yet in receipt of the Gervais property funds. When in hand it will remit the remaining portion of the legal fees cited in your email.

With respect to Mr Aquino's request for living expenses, please provide back up for the following items:

Expense Item	
Food/ Groceries	
Hydro	
Water/Waste removal	
Mortgage	Please provide support for the proposition that until recently the mortgage was "prepaid".
Taxes	
House cleaning	
Kids School	
Car & Insurance	
House Insurance	
House Maintenance	

Snow/Grass maintenance	
Security Company	
It/Alarm/Monitoring	
HVAC maintenance	
Pool maintenance	
Wildlife problems	
General house repairs	
Florida condo	
Clothing	

With respect to the mortgage, the amount below is nearly double the amount stated in the back-up previously provided. Could you please clarify the discrepancy.

Finally, while as noted the Monitor will give due consideration to each item with the back up, it is standard practice for this sort of request to provide a sworn statement of assets and liabilities and if requested submit to an examination on same. Accordingly please provide that statement and the requested backup as soon possible to facilitate providing you with a final position.

Best regards

**Alan Merskey**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4805 | F: +1 416.216.3930  
[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>

**Sent:** May 7, 2020 5:58 PM

**To:** Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

WITHOUT PREJUDICE

Hi Alan:

I want to address a matter that we emailed about last month. Couple initial things. First, I did not suggest that the mortgage funds were not related to John's primary residence. The request was specifically for the home. I am unsure how you formed that understanding. Second, given the fact that the interim mareva order is worldwide and relates to all assets, I do not believe there is a need for John to show that he has no other source of funds. Regardless, I can advise that the only source of additional funds that John has is derived from his employment income, which he has been using towards some of his living expenses. There is a significant deficiency though. Candidly, I only recently became

aware of this source of funds after making an inquiry. I believe that this information was not initially disclosed because the source of funds are new funds, rather than funds that existed as at the date of the initial mareva order. It is not clear to me (or my client) whether the order in place freezes assets as at the date they were frozen, or any new funds. I hope the Monitor is not of the view that it relates to new funds too, but regardless, the Monitor is now aware. As you may recall, my client was extremely forthcoming in disclosing his interest in additional properties of which there is significant realisable value when the form of the order was initially being discussed.

Things are becoming more dire to my client. The Monitor's refusal to provide the requested mortgage funds has caused and continues to cause severe hardship and prejudice to my client and his family. Last month, my client (and his wife) received notices from HSBC advising that the mortgage on his primary residence were overdue. A further month has now elapsed without the mortgage having been paid. It is of utmost importance that my client be provided access to his finances to pay for his daily living expenses and that of his young family and to stave off any foreclosure and/or related proceedings by HSBC for the property.

I can also advise that my client has monthly expenses, excluding legal fees, in the approximate amount of \$58,000, broken down as follows:

<b>Expense Item</b>	<b>Monthly Cost as of May 1, 2020 (inc. fees, charges and taxes)</b>
Food/ Groceries	\$2,600
Hydro	\$2,200
Natural Gas	\$250
Water/Waste removal	\$2,000
Cable/internet/phone	\$500
Cell phones	\$300
Mortgage	\$21,250
Taxes	\$2,920
Nanny	\$2,666
House cleaning	\$2,666
Kids School	\$4,166
Car & Insurance	\$2,000
House Insurance	\$4,000
<b>House Maintenance</b>	
Snow/Grass maintenance	\$1,500
Security Company	\$500

It/Alarm/Monitoring	\$500
HVAC maintenance	\$500
Pool maintenance	\$500
Wildlife problems	\$200
General house repairs	\$1,000
Florida condo	\$4,000
Clothing	\$2,000
<b>TOTAL</b>	<b>\$58,218</b>

Factoring in his monthly employment income of \$10,000, there is a deficiency of approximately \$48,218.00 per month. If you require details on the foregoing, please advise. Otherwise we ask that the Monitor consent to the release of funds in the amount of \$48,218 at this time, plus the amount of \$21,250 on account of the mortgage payment payable in April, 2020. We would also ask that the amount of \$48,218 be released on the 1<sup>st</sup> day of each subsequent month. As previously communicated, there are significant funds being retained following the sale of the Gervais property, and we would ask that the funds be released from that source.

Separate and apart from this, we can advise that our client is indebted to our firm in the amount of \$34,279.86. As previously communicated, we have a retainer balance in the amount of \$15,344, meaning that there would be a deficiency of \$18,935.86 if we applied the retainer. Please confirm that we may apply the retainer towards the indebtedness. Please also confirm that the outstanding fees (after application of the retainer), plus all legal fees going forward that are incurred by my client, will be paid from the funds that are subject to the mareva order. I have copied you on my emails to Torkin Manes, and I expect that once I have a payout statement, those funds can be advanced to your firm.

Should the Monitor maintain its refusal to provide funds to my client for his living expenses and legal fees, we will request a timetable for the return of the mareva motion during tomorrow's case conference.

Thanks,  
Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]

**Sent:** April 7, 2020 3:40 PM

**To:** Citak, S. Michael; Cobb, Evan

**Cc:** Junior, Chris

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Michael,

Thank you for mortgage information. We note that in the usual course, the subject of a mareva injunction is required to make some showing that they have no other sources of income before accessing frozen assets for daily living

expenses. Mr Aquino has provided no such information. Mr Aquino has also not sought any other living expenses to date, be they related to his primary residence (which we understand from you this mortgage is not) or even for groceries. Correspondingly, as disclosed by the Monitor in the TUV application materials, the bank accounts of which the Monitor is aware contain at best, very limited funds.

We remind you that notwithstanding your objections, the mareva injunction was not limited to particular assets, but instead applies to all assets. Notwithstanding this prohibition, the Monitor infers from the above circumstances that Mr Aquino has other assets or sources of income that he is accessing in breach of the mareva injunction. The request to draw against the Gervais property funds therefore depletes one of the limited assets that the Monitor has discovered, while avoiding disclosure and seizure of other assets. The request is accordingly refused.

Should you have any additional information for the Monitor to consider in light of the foregoing we would be pleased to do so.

Best regards

**Alan Merskey**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4805 | F: +1 416.216.3930  
[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

## **NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>  
**Sent:** April 6, 2020 12:32 PM  
**To:** Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>  
**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>  
**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

May I hear from you on this?

Thanks,  
Michael

**S. Michael Citak** • Partner  
Gardiner Roberts LLP  
Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3  
T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Citak, S. Michael  
**Sent:** April 1, 2020 5:50 PM  
**To:** Merskey, Alan; 'Cobb, Evan'  
**Cc:** Junior, Chris  
**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

I'm attaching three statements received from HSBC that I am advised relates to John Aquino's mortgage and line of credit. The statements show the following regular monthly payments to be made, which are already past due:

1. \$12,740.92;
2. \$8,481.66; and
3. \$1,567.96

The total for these amounts is \$22,790.54.

In addition, I am attaching a fourth document, which is John Aquino's Mastercard statement. We would ask that the minimum payment of \$3,499 be paid on this amount.

We would ask that payment for these amounts be made from the funds Torkin Manes is holding on account of the Gervais sale. If the funds came to my firm in trust, we can then make the payments to HSBC directly. This might be the easiest way to deal with this so that it doesn't become unnecessarily burdensome on Torkin Manes. And considering these amounts (or at least these approximate amounts) are recurring monthly expenses, we may want to discuss making this automatic going forward.

Please let me know if you have any questions.

Thanks,  
Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Merskey, Alan [<mailto:alan.merskey@nortonrosefulbright.com>]

**Sent:** March 24, 2020 5:27 PM

**To:** Citak, S. Michael; Cobb, Evan

**Cc:** Junior, Chris; [alex.f.morrison@ca.ey.com](mailto:alex.f.morrison@ca.ey.com); O'Brien, Lynne; Taylor, Stephen

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Michael,

I will get instructions on the below. Can you please provide a copy of the mortgage statement and any other payment details. Also please advise which account the payment is sought to be made from so that, in the even we are so instructed, we can coordinate with the applicable financial institution.

Regarding the HST motion, no it is not proceeding on the 26<sup>th</sup>.

Best regards

**Alan Merskey**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.

222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada

T: +1 416.216.4805 | F: +1 416.216.3930

[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

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**From:** Citak, S. Michael <[mcitak@grllp.com](mailto:mcitak@grllp.com)>

**Sent:** March 24, 2020 11:51 AM

**To:** Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>

**Cc:** Junior, Chris <[cjunior@grllp.com](mailto:cjunior@grllp.com)>

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

Hi Alan:

In accordance with the temporary order of Justice Hainey dated February 25, 2020 and in accordance with paragraph 6 thereof, our client hereby requests to withdraw the sum of \$22,822.58 on a monthly basis to remit payment to HSBC on account of the mortgage registered to the matrimonial home, municipally described as 9 Chieftain Crescent, Toronto. Please confirm that the Monitor is agreeable to this as soon as possible. We understand that the mortgage payment is currently in arrears given that Mr. Aquino's accounts have been frozen. Assuming this can be resolved, we do not anticipate that the Mareva motion, originally scheduled for March 26, 2020 but adjourned on account of the Covid-19 epidemic, would need to be spoken to on any urgent basis.

Furthermore, please confirm that we may draw down from the retainer funds held in our trust account to render payment for our current statement of account. We can confirm that there will be a remaining balance of \$15,344.00 of the retainer funds upon payment of same.

Can you also please confirm whether the GST motion originally scheduled for March 26, 2020 will still be proceeding?

As it relates to the Corebuild motion (which you have now advised will be heard on the 27<sup>th</sup>), we hereby request a copy of all confidential appendices referenced in the materials. As you are aware, our client is a significant shareholder of BCCL and ought to be privy to same. In addition, Zurich Insurance Company Ltd. has commenced an action as against our client for a sizeable quantum of damages, and we anticipate that Zurich will be claiming its losses on account of the Corebuild transaction as against Mr. Aquino. Any sale of assets is therefore highly relevant to our client.

We await your response. Do not hesitate to contact me should you wish to discuss the foregoing.

Thanks,  
Michael

**S. Michael Citak** • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.6706 | F 416.865.6636 | E [mcitak@grllp.com](mailto:mcitak@grllp.com) | <https://www.grllp.com/profile/S-MichaelCitak>

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**From:** Cobb, Evan [<mailto:evan.cobb@nortonrosefulbright.com>]

**Sent:** March 24, 2020 11:19 AM

**To:** Ma, Catherine; [mdellellis@osler.com](mailto:mdellellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com); Merskey, Alan; Schmitt, Alexander; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglers.com](mailto:rmacdougall@foglers.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com); [samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com); [bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseauumazzuca.com](mailto:michael@rousseauumazzuca.com); [athan@rousseauumazzuca.com](mailto:athan@rousseauumazzuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca); [gball@mccarthy.ca](mailto:gball@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@cassels.com](mailto:bgoodis@cassels.com); [malter@cassels.com](mailto:malter@cassels.com); [jbirch@cassels.com](mailto:jbirch@cassels.com); Citak, S. Michael; [KTakagi@blg.com](mailto:KTakagi@blg.com); [JMelia@blg.com](mailto:JMelia@blg.com); [mallen@farris.com](mailto:mallen@farris.com); [kmahar@millerthomson.com](mailto:kmahar@millerthomson.com); [dbulat@millerthomson.com](mailto:dbulat@millerthomson.com); [jgardner@singleton.com](mailto:jgardner@singleton.com); [clabiris@singleton.com](mailto:clabiris@singleton.com); [rpayne@morrisonandpayne.com](mailto:rpayne@morrisonandpayne.com); [fbogach@weirfoulds.com](mailto:fbogach@weirfoulds.com); [jscorgie@weirfoulds.com](mailto:jscorgie@weirfoulds.com); [jlittle@singleton.com](mailto:jlittle@singleton.com); [ebisceglia@lawtoronto.com](mailto:ebisceglia@lawtoronto.com); [fsouza@lawtoronto.com](mailto:fsouza@lawtoronto.com); [mswartz@weirfoulds.com](mailto:mswartz@weirfoulds.com); [bkuchar@weirfoulds.com](mailto:bkuchar@weirfoulds.com); [jciraco@marksandciraco.com](mailto:jciraco@marksandciraco.com); [jeanriea@bennettjones.com](mailto:jeanriea@bennettjones.com); [paynea@bennettjones.com](mailto:paynea@bennettjones.com); [mdrudi@dakilp.com](mailto:mdrudi@dakilp.com); [jnathwani@glaholt.com](mailto:jnathwani@glaholt.com); [bjaeger@ferrarijaeger.com](mailto:bjaeger@ferrarijaeger.com); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [dcrawford@gqfilaw.com](mailto:dcrawford@gqfilaw.com); [enadler@nadlerlaw.ca](mailto:enadler@nadlerlaw.ca); [acamporese@csdlawyers.ca](mailto:acamporese@csdlawyers.ca); [adam.grossi@devrylaw.ca](mailto:adam.grossi@devrylaw.ca); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [avisheau@kmlaw.ca](mailto:avisheau@kmlaw.ca); [f.battiston@battistonlaw.com](mailto:f.battiston@battistonlaw.com); [jsanderson@maclawyers.ca](mailto:jsanderson@maclawyers.ca); [mcassone@harrisonpensa.com](mailto:mcassone@harrisonpensa.com); [stam@gsnh.com](mailto:stam@gsnh.com);



[pcho@weirfoulds.com](mailto:pcho@weirfoulds.com); [mike@gayedlaw.com](mailto:mike@gayedlaw.com); [BHalfin@goodmans.ca](mailto:BHalfin@goodmans.ca); [TJacobson@goodmans.ca](mailto:TJacobson@goodmans.ca); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [mallen@weirfoulds.com](mailto:mallen@weirfoulds.com); [mbinetti@agmlawyers.com](mailto:mbinetti@agmlawyers.com); [jeff@spark.law](mailto:jeff@spark.law); [mbinetti@agmlawyers.com](mailto:mbinetti@agmlawyers.com); [edreyer@kw-law.com](mailto:edreyer@kw-law.com); [cd@giffenlawyers.com](mailto:cd@giffenlawyers.com); [PDipede@bondfield.com](mailto:PDipede@bondfield.com); [cyamashita@shlaw.ca](mailto:cyamashita@shlaw.ca); [charles.simco@shibleyrighton.com](mailto:charles.simco@shibleyrighton.com); [megan.marrie@shibleyrighton.com](mailto:megan.marrie@shibleyrighton.com); [mstcyr@cassels.com](mailto:mstcyr@cassels.com); [jradnoff@radnofflaw.com](mailto:jradnoff@radnofflaw.com); [ben.sakamoto@bakermckenzie.com](mailto:ben.sakamoto@bakermckenzie.com); [schmuckd@simpsonwigle.com](mailto:schmuckd@simpsonwigle.com); [pguaragna@millerthomson.com](mailto:pguaragna@millerthomson.com); [jkranjc@regencylawgroup.ca](mailto:jkranjc@regencylawgroup.ca); [akoshal@mccarthy.ca](mailto:akoshal@mccarthy.ca); [jmgottli@sullivan-mahoney.com](mailto:jmgottli@sullivan-mahoney.com); [jteal@lloydburns.ca](mailto:jteal@lloydburns.ca); [mtamblyn@torkinmanes.com](mailto:mtamblyn@torkinmanes.com); [rhauk@torkinmanes.com](mailto:rhauk@torkinmanes.com); [sthom@torkinmanes.com](mailto:sthom@torkinmanes.com); [IPeck@sblegal.ca](mailto:IPeck@sblegal.ca); [cbreukelman@sblegal.ca](mailto:cbreukelman@sblegal.ca); [exega@sblegal.ca](mailto:exega@sblegal.ca); [rjk@kennaley.ca](mailto:rjk@kennaley.ca); [mradulescu@ggfilaw.com](mailto:mradulescu@ggfilaw.com); [im@glaholt.com](mailto:im@glaholt.com); [schmuckd@simpsonwigle.com](mailto:schmuckd@simpsonwigle.com); [cpittam@bbo.on.ca](mailto:cpittam@bbo.on.ca); [pkryiakakis@mccarthy.ca](mailto:pkryiakakis@mccarthy.ca); [sastolfo@weirfoulds.com](mailto:sastolfo@weirfoulds.com); [jopolsky@torys.com](mailto:jopolsky@torys.com); [jsacks@millerthomson.com](mailto:jsacks@millerthomson.com); [awainstock@dakllp.com](mailto:awainstock@dakllp.com); [jfinnigan@tgf.ca](mailto:jfinnigan@tgf.ca); [smcgrath@tgf.ca](mailto:smcgrath@tgf.ca); [jhardy@tgf.ca](mailto:jhardy@tgf.ca); [hbborlack@mccagueborlack.com](mailto:hbborlack@mccagueborlack.com); [eturkienicz@mccagueborlack.com](mailto:eturkienicz@mccagueborlack.com); [granking@fasken.com](mailto:granking@fasken.com); Stuart Brotman

**Subject:** RE: In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

## TO THE SERVICE LIST:

The Monitor's motion in the above noted proceedings for approval of a Transfer & Completion Agreement and Shared Services Agreement will now be heard by teleconference at 10 a.m. on Friday, March 27<sup>th</sup>.

Please send an email to me if you would like to receive a dial in for this hearing.

Thank you.

**Evan Cobb**  
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.1929 | F: +1 416.216.3930  
[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)

## NORTON ROSE FULBRIGHT

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**From:** Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>

**Sent:** March 13, 2020 7:21 PM

**To:** [mdelellis@osler.com](mailto:mdelellis@osler.com); [jdacks@osler.com](mailto:jdacks@osler.com); [sirving@osler.com](mailto:sirving@osler.com); [ebarz@osler.com](mailto:ebarz@osler.com); [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com); Merskey, Alan <[alan.merskey@nortonrosefulbright.com](mailto:alan.merskey@nortonrosefulbright.com)>; Cobb, Evan <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Ma, Catherine <[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)>; Schmitt, Alexander <[alexander.schmitt@nortonrosefulbright.com](mailto:alexander.schmitt@nortonrosefulbright.com)>; [alex.morrison@ca.ey.com](mailto:alex.morrison@ca.ey.com); [allen.yao@ca.ey.com](mailto:allen.yao@ca.ey.com); [alison.ho@ca.ey.com](mailto:alison.ho@ca.ey.com); [sweisz@btlegal.ca](mailto:sweisz@btlegal.ca); [cfell@btlegal.ca](mailto:cfell@btlegal.ca); [hwise@goodmans.ca](mailto:hwise@goodmans.ca); [carstrong@goodmans.ca](mailto:carstrong@goodmans.ca); [gsmith@goodmans.ca](mailto:gsmith@goodmans.ca); [aharmes@goodmans.ca](mailto:aharmes@goodmans.ca); [mmandel@goodmans.ca](mailto:mmandel@goodmans.ca); [AMacfarlane@blg.com](mailto:AMacfarlane@blg.com); [JMacLellan@blg.com](mailto:JMacLellan@blg.com); [AHo@blg.com](mailto:AHo@blg.com); [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca); [michael.bader@justice.gc.ca](mailto:michael.bader@justice.gc.ca); [rmacdougall@foglers.com](mailto:rmacdougall@foglers.com); [jparla@mccarthy.ca](mailto:jparla@mccarthy.ca); [george@chaitons.com](mailto:george@chaitons.com); [samr@chaitons.com](mailto:samr@chaitons.com); [harvey@chaitons.com](mailto:harvey@chaitons.com); [charlespowell@glaholt.com](mailto:charlespowell@glaholt.com); [bb@glaholt.com](mailto:bb@glaholt.com); [lw@glaholt.com](mailto:lw@glaholt.com); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [lkung@kmlaw.ca](mailto:lkung@kmlaw.ca); [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca); [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca); [aslavens@torys.com](mailto:aslavens@torys.com); [sbomhof@torys.com](mailto:sbomhof@torys.com); [michael@rousseauumazzuca.com](mailto:michael@rousseauumazzuca.com); [athan@rousseauumazzuca.com](mailto:athan@rousseauumazzuca.com); [Michael.Nowina@bakermckenzie.com](mailto:Michael.Nowina@bakermckenzie.com); [gwillcocks@mccarthy.ca](mailto:gwillcocks@mccarthy.ca); [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca); [sfurlan@mccarthy.ca](mailto:sfurlan@mccarthy.ca); [gHall@mccarthy.ca](mailto:gHall@mccarthy.ca); [mtroke@mccarthy.ca](mailto:mtroke@mccarthy.ca); [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca); [bgoodis@cassels.com](mailto:bgoodis@cassels.com); [malter@cassels.com](mailto:malter@cassels.com); [jbirch@cassels.com](mailto:jbirch@cassels.com); [mcitak@grllp.com](mailto:mcitak@grllp.com); [KTakagi@blg.com](mailto:KTakagi@blg.com); [JMelia@blg.com](mailto:JMelia@blg.com); [mallen@farris.com](mailto:mallen@farris.com); [kmahar@millerthomson.com](mailto:kmahar@millerthomson.com); [dbulat@millerthomson.com](mailto:dbulat@millerthomson.com); [igardner@singleton.com](mailto:igardner@singleton.com); [clabiris@singleton.com](mailto:clabiris@singleton.com); [rpayne@morrisonandpayne.com](mailto:rpayne@morrisonandpayne.com); [fbogach@weirfoulds.com](mailto:fbogach@weirfoulds.com); [jscorgie@weirfoulds.com](mailto:jscorgie@weirfoulds.com); [jlittle@singleton.com](mailto:jlittle@singleton.com); [ebisceglia@lawtoronto.com](mailto:ebisceglia@lawtoronto.com); [fsouza@lawtoronto.com](mailto:fsouza@lawtoronto.com); [mswartz@weirfoulds.com](mailto:mswartz@weirfoulds.com); [bkuchar@weirfoulds.com](mailto:bkuchar@weirfoulds.com); [jciraco@marksandciraco.com](mailto:jciraco@marksandciraco.com); [jeanriea@bennettjones.com](mailto:jeanriea@bennettjones.com); [paynea@bennettjones.com](mailto:paynea@bennettjones.com); [mdrudi@dakllp.com](mailto:mdrudi@dakllp.com); [jnathwani@glaholt.com](mailto:jnathwani@glaholt.com); [bjaeger@ferrarijaeger.com](mailto:bjaeger@ferrarijaeger.com); [tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [dcrawford@ggfilaw.com](mailto:dcrawford@ggfilaw.com); [enadler@nadlerlaw.ca](mailto:enadler@nadlerlaw.ca); [acamporese@csdlawyers.ca](mailto:acamporese@csdlawyers.ca); [adam.grossi@devrylaw.ca](mailto:adam.grossi@devrylaw.ca); [jarmel@kmlaw.ca](mailto:jarmel@kmlaw.ca); [avisheau@kmlaw.ca](mailto:avisheau@kmlaw.ca); [f.battiston@battistonlaw.com](mailto:f.battiston@battistonlaw.com); [jsanderson@maclawyers.ca](mailto:jsanderson@maclawyers.ca); [mcassone@harrisonpensa.com](mailto:mcassone@harrisonpensa.com); [stam@gsnh.com](mailto:stam@gsnh.com); [pcho@weirfoulds.com](mailto:pcho@weirfoulds.com); [mike@gayedlaw.com](mailto:mike@gayedlaw.com); [BHalfin@goodmans.ca](mailto:BHalfin@goodmans.ca); [TJacobson@goodmans.ca](mailto:TJacobson@goodmans.ca);

[tobrien@lzwlaw.com](mailto:tobrien@lzwlaw.com); [mallen@weirfoulds.com](mailto:mallen@weirfoulds.com); [mbinetti@agmlawyers.com](mailto:mbinetti@agmlawyers.com); [jeff@spark.law](mailto:jeff@spark.law);  
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[pguaragna@millerthomson.com](mailto:pguaragna@millerthomson.com); [jkranc@regencylawgroup.ca](mailto:jkranc@regencylawgroup.ca); [akosha@mccarthy.ca](mailto:akosha@mccarthy.ca); [jmgottli@sullivan-mahoney.com](mailto:jmgottli@sullivan-mahoney.com);  
[jteal@lloydburns.ca](mailto:jteal@lloydburns.ca); [mtamblyn@torkinmanes.com](mailto:mtamblyn@torkinmanes.com); [rhauk@torkinmanes.com](mailto:rhauk@torkinmanes.com); [sthom@torkinmanes.com](mailto:sthom@torkinmanes.com);  
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[im@glaholt.com](mailto:im@glaholt.com); [schmuckd@simpsonwagle.com](mailto:schmuckd@simpsonwagle.com); [cpittam@bbo.on.ca](mailto:cpittam@bbo.on.ca); [pkiriakakis@mccarthy.ca](mailto:pkiriakakis@mccarthy.ca);  
[sastolfo@weirfoulds.com](mailto:sastolfo@weirfoulds.com); [jopolsky@torys.com](mailto:jopolsky@torys.com); [jsacks@millerthomson.com](mailto:jsacks@millerthomson.com); [awainstock@dakllp.com](mailto:awainstock@dakllp.com); [jfinnigan@tgf.ca](mailto:jfinnigan@tgf.ca);  
[smcgrath@tgf.ca](mailto:smcgrath@tgf.ca); [jhardy@tgf.ca](mailto:jhardy@tgf.ca); [hbborlack@mccagueborlack.com](mailto:hbborlack@mccagueborlack.com); [eturkienicz@mccagueborlack.com](mailto:eturkienicz@mccagueborlack.com)

**Subject:** In the matter of Bondfield Construction Company Limited, et al., Court File No. CV-19-615560-00CL

## TO THE SERVICE LIST:

Please find enclosed the Motion Record and Eleventh Report of the Monitor dated March 13, 2020. This motion seeks, among other things, approval of a Transfer & Completion Agreement and Shared Services Agreement.

**Catherine Ma**

Law Clerk

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada  
T: +1 416.216.4838 | F: +1 416.216.3930  
[catherine.ma@nortonrosefulbright.com](mailto:catherine.ma@nortonrosefulbright.com)

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# **APPENDIX N**

**To:** 'John Aquino'[JAquino@bondfield.com]  
**Cc:** Joegem67@gmail.com[Joegem67@gmail.com]  
**From:** r.ahuja@dmscorp.ca  
**Sent:** Thur 10/12/2017 3:31:23 PM  
**Subject:** FW: Hangar back charge  
[image9d0504.JPG](#)  
[SKM\\_754e17101212290.pdf](#)

It is my understanding that this back charge has been sent in error and is negated

Regards

Rajesh Ahuja, CPE, GSC  
President  
Dependable Mechanical Systems Inc.  
50 Four Valley Drive, Concord ON L4K 4T9

Office: 905-660-9144 Ext 222 Fax: 905-660-9145  
Email: r.ahuja@dmscorp.ca Web: www.dmscorp.ca

☐ Please consider the environment before printing. SVP imprimez seulement si nécessaire

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

From: Cathy Barnett [mailto:CBarnett@bondfield.com]  
Sent: October 12, 2017 11:20 AM  
To: 'r.ahuja@dmscorp.ca'  
Subject: Hangar back charge

---

Cathy Barnett  
Project Manager Assistant

CBarnett@bondfield.com<mailto:CBarnett@bondfield.com>

[cid:image9d0504.JPG@21ac4dea.4684eb37]

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**Bondfield**  
CONSTRUCTION COMPANY LIMITED  
[www.bondfield.com](http://www.bondfield.com)

October 10, 2017

**BC 17614**

Dependable Mechanical Systems Inc.  
50 Four Valley Drive  
Concord, On L4K 4T9

Attention: Accounts Receivable

Re: Hangar 6 - Trenton

Please issue a Credit Note in the amount of \$ 282,500.00 ( includes HST ) regarding the attached worksheet.

Please be advised that the amount indicated on this back-charge will not be deducted from your account until it is discussed with the undersigned at the next scheduled site meeting, or by phone within 5 days of receipt of this back-charge. If the party responsible does not wish to discuss the contents of this back-charge, without further notice, the amount will be deducted from your next progress billing.

Thank you.

Yours truly,

**BONDFIELD CONSTRUCTION COMPANY LIMITED**

George Millis  
Project Manager

Encl.

### BACK-CHARGE NOTE

**DATE OF BACK-CHARGE:** September 28, 2017

**PARTY TO BE BACK-CHARGED:** Dependable Mechanical Systems Inc.

**PROJECT NAME & NUMBER:** Trenton Hangar 6 - 12421

## REASON FOR BACK-CHARGE

Invoice #00101 - RCO General Contracting Ltd.

## BREAKDOWN

Work Involved:	Unit	Quantity	Unit Rate(\$)	Price
				\$250,000.00
	<b>Subtotal:</b>			\$250,000.00
				<b>Plus HST \$32,500.00</b>
<b>Amount to be held back:</b>				\$282,500.00







**To:** 'Rajesh Ahuja'[r.ahuja@dmscorp.ca]  
**Cc:** Joegem67@gmail.com[Joegem67@gmail.com]  
**From:** John Aquino  
**Sent:** Thur 10/12/2017 3:35:31 PM  
**Subject:** Re: Hangar back charge

You will be paid as per your signed release.

Sent from my BlackBerry - the most secure mobile device - via the Rogers Network

---

**From:** r.ahuja@dmscorp.ca  
**Sent:** October 12, 2017 3:32 PM  
**To:** JAquino@bondfield.com  
**Cc:** Joegem67@gmail.com  
**Subject:** FW: Hangar back charge

It is my understanding that this back charge has been sent in error and is negated

Regards

Rajesh Ahuja, CPE, GSC  
President  
Dependable Mechanical Systems Inc.  
50 Four Valley Drive, Concord ON L4K 4T9

Office: 905-660-9144 Ext 222 Fax: 905-660-9145  
Email: r.ahuja@dmscorp.ca Web: [www.dmscorp.ca](http://www.dmscorp.ca)

☐ Please consider the environment before printing. SVP imprimez seulement si nécessaire

---

John Aquino, P.Eng.  
President

[JAquino@bondfield.com](mailto:JAquino@bondfield.com)



407 Basaltic Rd., Concord, ON, L4K 4W8  
T: 416.667.8422 F: 416.667.8462

106 Schneider Rd., Unit A, Kanata, ON, K2K 1Y2  
T: 613.271.0440 F: 613.271.0967

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

**From:** Cathy Barnett [<mailto:CBarnett@bondfield.com>]  
**Sent:** October 12, 2017 11:20 AM  
**To:** 'r.ahuja@dmscorp.ca'  
**Subject:** Hangar back charge

BON-00603213

---

Cathy Barnett  
Project Manager Assistant

[CBarnett@bondfield.com](mailto:CBarnett@bondfield.com)<mailto:CBarnett@bondfield.com>

[cid:image9d0504.JPG@21ac4dea.4684eb37]

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# **APPENDIX O**



August 01, 2019

Cheque	276880	Date	Dec 19, 2014
Trace #	22132841	Amount	678000.00
Account	193320	Transit	05931006
Currency	CAD	TranCode	0000

The image shown below represents an official copy of the original document as processed by our institution.

 <b>Bondfield</b> CONSTRUCTION COMPANY LIMITED www.bondfield.com 407 Baseline Road Concord, Ontario, L4K 4W8 Canada	<b>NATIONAL BANK OF CANADA</b> 130 KING STREET WEST, SUITE 620 TORONTO, ONTARIO M5X 1E3	CHEQUE NUMBER <b>276880</b>
	DATE <b>1 9 1 2 2 0 1 4</b> D M M Y Y Y	
PAY SIX HUNDRED SEVENTY EIGHT THOUSAND DOLLARS & 00 CENTS		<b>678,000.00</b>
2304288 ONTARIO INC.		BONDFIELD CONSTRUCTION COMPANY LIMITED
PER		

⑈276880⑈ ⑆05931⑆0006⑆ 01⑈933⑈20⑈

DEPOSIT ONLY TO CREDIT OF PAYEE Endorsement - Signature or Stamp Endossement - Signature ou timbre	PRINTER ID # 1005-B	
	<table border="1"> <tr> <td>           PAPER CHARACTERISTICS            - CHEMICAL RESISTIVITY            PRINT CHARACTERISTICS            CHARACTERISTICS OF THE PAPER            - REFLECTIVE CHARACTER            - COLOUR TYPE LOCK            CARACTÉRISTIQUES DE L'IMPRESSION            - FONDS COLORE         </td> <td>           - CHANGE IN WATERMARK            - VARIATION FLUORESCENCE PAPER            - PRINT LOCK COINTEGRATION            - COLOURED BACKGROUND            - FLUORESCENCE BACKGROUND            - FIBRES FLUORESCENTES            - INVISIBLES         </td> </tr> </table>	PAPER CHARACTERISTICS - CHEMICAL RESISTIVITY PRINT CHARACTERISTICS CHARACTERISTICS OF THE PAPER - REFLECTIVE CHARACTER - COLOUR TYPE LOCK CARACTÉRISTIQUES DE L'IMPRESSION - FONDS COLORE
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68032-828 801 ITALIAN CANADIAN SAVINGS A Credit Union DEC 19 2014 7766 MARTIN GROVE ROAD WOODBRIDGE, ON L4L 2C7 801 68032-828	BACKVERSO 16101	





August 01, 2019

Cheque	292039	Date	Dec 17, 2015
Trace #	20214112	Amount	734500.00
Account	193320	Transit	05931006
Currency	CAD	TranCode	0000

The image shown below represents an official copy of the original document as processed by our institution.

 <b>Bondfield</b> CONSTRUCTION COMPANY LIMITED www.bondfield.com 407 Basaltic Road Concord, Ontario, L4K 4W8 Canada	NATIONAL BANK OF CANADA 130 KING STREET WEST, SUITE 520 TORONTO, ONTARIO M5X 1E3	CHECK NUMBER <b>292039</b>
	DATE 17 12 20 15 D D M Y Y Y Y	\$ 734,500.00
PAY ***734,500 DOLLARS & 00 CENTS 2304288 ONTARIO INC.		
ORDER OF BONDFIELD CONSTRUCTION COMPANY LIMITED	PER	
292039 05931006 01933 2015		

21452-828 Italian Canadian Savings & Credit Union DEC 17 2015 6-53 Woodbridge Ave. Woodbridge, Ontario L4L 2S6 1 21452-828	Endorsement - Signature or Stamp Endossement - Signature ou timbre 16101	/PRINTER ID # 1005-B <table border="1"> <tr> <td>           PAPER CHARACTERISTICS            - CHEMICAL SENSITIVITY            - PERMANENT            - SENSITIVE CHEMICAL            - COLOURS PRINT LOOK            CARACTÉRISTIQUES DE L'IMPRIMERIE            - FOND COLORE         </td> <td>           - CHAINLINK WATERMARK            - REVEALABLE FIBRE            - PRINT LOCK COM WIG            - COLOURED BACKGROUND            - PERMANENT            - PRINTS REVEALABLE            - PRINTS REVEALABLE            - PRINTS REVEALABLE         </td> </tr> </table>	PAPER CHARACTERISTICS - CHEMICAL SENSITIVITY - PERMANENT - SENSITIVE CHEMICAL - COLOURS PRINT LOOK CARACTÉRISTIQUES DE L'IMPRIMERIE - FOND COLORE	- CHAINLINK WATERMARK - REVEALABLE FIBRE - PRINT LOCK COM WIG - COLOURED BACKGROUND - PERMANENT - PRINTS REVEALABLE - PRINTS REVEALABLE - PRINTS REVEALABLE
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CAPTURING BRANCH  
 12/17/15 12:42 PM Pacific TZ  
 Italian Canadian Savings and Credit Union  
 21452-828  
 Woodbridge Avenue Branch, - Woodbridge

BACK/VERSO





Cheque	306324	Date	Dec 21, 2016
Trace #	20218934	Amount	565000.00
Account	193320	Transit	05931006
Currency	CAD	TranCode	0000

 <b>Bondfield</b> CONSTRUCTION COMPANY LIMITED www.bondfield.com 407 Basaltic Road Concord, Ontario, L4K 4W8 Canada	NATIONAL BANK OF CANADA 130 KING STREET WEST, SUITE 820 TORONTO, ONTARIO M5X 1E3		CHEQUE NUMBER <b>306324</b>
	DATE <b>20122016</b> D D M M Y Y Y Y		\$ <b>565,000.00</b>
PAY <b>FIVE HUNDRED SIXTY FIVE THOUSAND DOLLARS &amp; 00 CENTS</b>			
OF TR DE TR HO F	2304288 ONTARIO INC.		
BONDFIELD CONSTRUCTION COMPANY LIMITED		PER _____	
⑈306324⑈ ⑆05931⑈006⑆ 01⑈933⑈20⑈			

21452-828  
Italian Canadian Savings  
& Credit Union  
- DEC 21 2016  
6-53 Woodbridge Ave. L4L 2S6  
Woodbridge, Ontario 21452-828

CAPTURING BRANCH  
12/21/16 12:23 PM Pacific TZ  
Italian Canadian Savings and Credit Union  
21452-828  
Woodbridge Avenue Branch - Woodbridge

BACK/VERSO

16181

PRINTER  
ID # 1005-B

PAPER CHARACTERISTICS  
- CHEMICAL SENSITIVITY  
- PRINT CHARACTERISTIC

CARACTERISTIQUES DU PAPIER  
- SENSIBILITE CHIMIQUE  
- QUALITE D'IMPRESSION

- CHROMATIC WATERMARK  
- INVISIBLE FLUORESCENT FIBERS  
- PRINT LOCK CONTROLS  
- DECOURED BACKGROUND

- PLUVIANIC MARKINGS  
- PAPER FLUORESCENT  
- INVISIBLES  
- FOND COLORE

# **APPENDIX P**

02 - BONDFIELD CONSTRUCTION COMPANY LTD.

Zoom in on Journal Entry

Dated : Dec 19, 2014

To Allocation	Jr Refer.	Description	Amount	
j/c 13432-C0125.11 2	CD 2014-01	2304288 2304288 ONTARIO	100000.00	Highlighted items = \$600K which is the pre-tax amount paid to 2304288
j/c 14450-C0125.11 2	CD 2014-01	2304288 2304288 ONTARIO	100000.00	
j/c 14451-C0125.11 2	CD 2014-01	2304288 2304288 ONTARIO	200000.00	
j/c 14454-C0125.11 2	CD 2014-01	2304288 2304288 ONTARIO	100000.00	
j/c 14459-C0125.11 2	CD 2014-01	2304288 2304288 ONTARIO	30000.00	
j/c 14460-C0125.11 2	CD 2014-01	2304288 2304288 ONTARIO	30000.00	
j/c 14461-C0125.11 2	CD 2014-01	2304288 2304288 ONTARIO	40000.00	
g/l 0100-00	CD CD7277	A/P Manual Cheques	-1028000.00	
g/l 0240-00 RALPH	CD Inv#002014	STEVEN AQUINO	350000.00	
g/l 1500-00	CD CD7277	A/P Manual Cheques	78000.00	
g/l 3100-00	CD CD7277	Job Cost Control	600000.00	



## 02 - BONDFIELD CONSTRUCTION COMPANY LTD.

## Zoom in on Journal Entry

Dated : Dec 17, 2015

To Allocation	Jr Refer.	Description	Amount
j/c 14450-C0125.11 2	PJ DEC 2015	2304288 2304288 ONTARIO	81250.00
j/c 14451-C0125.11 2	PJ DEC 2015	2304288 2304288 ONTARIO	81250.00
j/c 14454-C0125.11 2	PJ DEC 2015	2304288 2304288 ONTARIO	81250.00
j/c 14459-C0125.11 2	PJ DEC 2015	2304288 2304288 ONTARIO	81250.00
j/c 14460-C0125.11 2	PJ DEC 2015	2304288 2304288 ONTARIO	81250.00
j/c 14461-C0125.11 2	PJ DEC 2015	2304288 2304288 ONTARIO	81250.00
j/c 14464-C0125.11 2	PJ DEC 2015	2304288 2304288 ONTARIO	81250.00
j/c 15473-C0125.11 2	PJ DEC 2015	2304288 2304288 ONTARIO	81250.00
g/l 0240-00 STEVEN	PJ DEC 2015	STEVE01 STEVEN AQUINO	350000.00
g/l 1210-00	PJ PJ8543	A/P Inv.& Cr.Notes	-1087906.45
g/l 1500-00	PJ PJ8543	A/P Inv.& Cr.Notes	84500.00
g/l 3100-00	PJ PJ8543	Job Cost Control	650000.00
g/l 5240-00	PJ 9/25/15SS	RYER02 RYERSON UNIVERSIT	3406.45

Highlighted items =  
\$650K which is the  
pre-tax amount paid  
to 2304288



## 02 - BONDFIELD CONSTRUCTION COMPANY LTD.

## Zoom in on Journal Entry

Dated : Dec 20, 2016

To Allocation	Jr Refer.	Description	Amount
j/c 13423-C0125.11 2	CD 12/16	OJAM01 O.J.A.M. CONSULTA	2500.00
j/c 14450-C0125.11 2	CD 12/16	STUD03 STUDIO 853 DESIGN	2400.00
j/c 14454-C0125.11 2	CD 12/16	RENO02 RENOVATION PLUS	2500.00
j/c 14456-C0125.11 2	CD 12/16	TOMS03 TOM STEVENS CONTR	2000.00
j/c 15470-C0125.11 2	CD 12/16	2304288 2304288 ONTARIO	50000.00
j/c 15473-C0125.11 2	CD 12/16	2304288 2304288 ONTARIO	150000.00
j/c 15475-C0125.11 2	CD 12/16	2304288 2304288 ONTARIO	250000.00
j/c 15476-C0125.11 2	CD 12/16	COSI03 COSIMO POLIDORO	3500.00
j/c 16484-C0125.11 2	CD 12/16	2304288 2304288 ONTARIO	50000.00
j/c 16486-C0125.11 2	CD 12/16	PROS02 PRO SITE CONTRACT	2500.00
g/l 0100-00	CD CD5539	A/P Manual Cheques	-847854.75
g/l 0240-00 RALPH	CD 12/16	STEVE01 STEVEN AQUINO	250000.00
g/l 1500-00	CD CD5539	A/P Manual Cheques	68779.75
g/l 3100-00	CD CD5539	Job Cost Control	515400.00
g/l 5240-00	CD 12/16	1782048 1782048 ONTAR	2675.00
g/l 5240-00	CD 12/16	1831811 1831811 ONTAR	3000.00
g/l 5240-00	CD 12/16	MICH34 MICHAEL A. DIODAT	3000.00
g/l 5240-00	CD 12/16	TREV03 TREVOR BRACEY CON	5000.00

Highlighted items =  
\$500K which is the  
pre-tax amount paid  
to 2304288



AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
BONDFIELD CONSTRUCTION COMPANY LIMITED, 950504 ONTARIO INC., 352021  
ONTARIO LIMITED, 2433485 ONTARIO INC. AND 2433486 ONTARIO INC.

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

Proceeding commenced at TORONTO

**SIXTH SUPPLEMENT TO THE PHASE II**  
**INVESTIGATION REPORT OF THE MONITOR**  
**DATED JUNE 19, 2020**

**VOLUME 1 OF 2**

**NORTON ROSE FULBRIGHT CANADA LLP**  
222 Bay Street, P.O. Box 53  
Toronto, Ontario M5K 1E7 CANADA

**Evan Cobb, LSO#: 55787N**  
Tel: +1 416.216.1929

**Alan Merskey, LSO# 413771**

Tel: +1 416.216.4805

Fax: +1 416.216.3930

evan.cobb@nortonrosefulbright.com  
alan.merskey@nortonrosefulbright.com

Lawyers for the Monitor, Ernst & Young Inc.