

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

THE HONOURABLE MADAM

)

THURSDAY, THE 29TH

JUSTICE KIMMEL

)

DAY OF JANUARY, 2026

)

**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 1001387025 ONTARIO INC.**

Applicant

LIEN CLAIMS RESOLUTION ORDER

THIS MOTION, made by Alvarez & Marsal Canada Inc. in its capacity as Monitor (in such capacity, the “**Monitor**”) of 1001387025 Ontario Inc. (the “**Applicant**”), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), for an order, *inter alia*, approving a procedure for the resolution of the Lien Claims, was heard this day by videoconference.

ON READING the Notice of Motion of the Monitor dated January 23, 2026, the Third Report of the Monitor dated January 23, 2026, and on hearing the submissions of counsel for the Applicant, the Monitor, and the other parties that were present, no one appearing for any other party although duly served,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. **THIS COURT ORDERS** that, unless otherwise defined herein, capitalized terms used herein shall have the meaning given to them in the Lien Regularization Order of this Court dated July 29, 2025 (the “**LRO**”) or the Amended and Restated Initial Order of this Court dated August 7, 2025 (the “**ARIO**”).

3. **THIS COURT ORDERS** that, for the purposes of this Order, the following terms shall have the following meanings:

- (a) “**Business Day**” means, except as otherwise specified herein, a day, other than a Saturday, Sunday or statutory holiday, on which banks are generally open for business in Toronto, Ontario:
- (b) “**Claims Bar Date**” means 5:00 p.m. (Toronto time) on February 27, 2026.
- (c) “**Monitor’s Website**” means the case website established by the Monitor in these proceedings at <https://www.alvarezandmarsal.com/QME/>.
- (d) “**Notice of Dispute**” means a notice delivered to the Monitor by an Asserting Lien Claimant disputing a Notice of Revision or Disallowance, which notice shall be substantially in the form attached hereto as Schedule “A” and shall set out the reasons for the dispute.

- (e) **“Person”** means any individual, firm, corporation, governmental body or agency, or other entity having notice of this Order.
- (f) **“Proven Lien Claim”** means the validity, amount and status of any Asserting Lien Claimant’s Lien Claim as finally determined in accordance with this Order.

LIEN CLAIM BAR DATE

4. **THIS COURT ORDERS** that any Person who has not delivered (or been deemed to have delivered) a Lien Notice to the Monitor in accordance with the LRO by the Claims Bar Date:

- (a) shall be and is hereby forever barred from asserting or enforcing a Lien Claim ; and
- (b) shall not be entitled to receive any distributions in respect of a Lien Claim.

REVIEW OF LIEN NOTICES

5. **THIS COURT ORDERS** that the Monitor shall review all Lien Notices filed on or before the Claims Bar Date and may accept, settle, revise or disallow (in whole or in part) the validity, amount and/or status of a Lien Claim set out in any Lien Notice at such time as the Monitor considers appropriate in its sole and absolute discretion. At any time, the Monitor may request additional information or documentation with respect to any Lien Claim, and may request that the Asserting Lien Claimant file a revised Lien Notice. The Monitor shall be at liberty to engage and consult with such Persons, including, without limitation, counsel, advisors, experts or consultants as it shall consider necessary or appropriate in connection with its review and determination of the Lien Notices and supporting documentation.

6. **THIS COURT ORDERS** that if the Monitor determines to revise or disallow a Lien Notice, then the Monitor shall notify the applicable Asserting Lien Claimant of such revision or

disallowance and the basis for same in writing, which notice shall be substantially in the form attached hereto as Schedule “B” (a “**Notice of Revision or Disallowance**”).

7. **THIS COURT ORDERS** that the Monitor may attempt to resolve the validity, amount and/or status of any Lien Claim with the Asserting Lien Claimant on a consensual basis prior to or after accepting, revising or disallowing such Lien Claim.

8. **THIS COURT ORDERS** that where a Lien Notice has been revised or disallowed (in whole or in part) by a Notice of Revision or Disallowance, the revised or disallowed portion of that Lien Claim shall not establish a Proven Lien Claim unless the Asserting Lien Claimant has disputed the revision or disallowance in accordance with paragraph 9 of this Order, and proven the revised or disallowed Lien Claim (or portion thereof) in accordance with this Order.

NOTICES OF DISPUTE

9. **THIS COURT ORDERS** that if an Asserting Lien Claimant disputes a Notice of Revision or Disallowance received by it (in whole or in part) and intends to contest the Notice of Revision or Disallowance, then such Asserting Lien Claimant shall deliver a Notice of Dispute by email so that such Notice of Dispute is received by the Monitor by no later than 5:00 p.m. (Toronto Time) on the day which is fourteen (14) calendar days after delivery of the Notice of Revision or Disallowance or such later date as the Monitor may agree in writing.

10. **THIS COURT ORDERS** that if an Asserting Lien Claimant who receives a Notice of Revision or Disallowance fails to file a Notice of Dispute with the Monitor within the time limit required by paragraph 9 of this Order, then the validity, amount and status of such Asserting Lien Claimant’s Lien Claim shall be deemed to be as set out in the Notice of Revision or Disallowance

and such amount and status, if any, shall constitute such Asserting Lien Claimant's Proven Lien Claim.

RESOLUTION OF DISPUTED LIEN CLAIMS

11. **THIS COURT ORDERS** that as soon as practicable after the delivery of the Notice of Dispute to the Monitor, the Monitor may:

- (a) attempt to resolve the validity, status and amount of the Lien Claim (the "**Disputed Lien Claim**") with the Asserting Lien Claimant on a consensual basis; and/or
- (b) refer such Disputed Lien Claim to the Court for determination, or in the alternative, refer such Disputed Lien Claim to a Claims Officer (as defined below) for determination.

12. **THIS COURT ORDERS** that, where a Disputed Lien Claim has been referred to a Claims Officer by the Monitor, the Claims Officer shall:

- (a) establish a process for the fair, efficient and expeditious resolution of any Disputed Lien Claim, having regard to the quantum of the Disputed Lien Claim, the complexity of the issues and any other matter that the Claims Officer considers relevant;
- (b) determine all substantive and procedural matters which may arise in respect of their determination of the Disputed Lien Claim, the manner in which any evidence may be adduced, and the manner of submissions (which, for greater certainty, may be limited to written submissions);

- (c) determine the amount, validity, priority, timeliness and any other dispute in respect of such Disputed Lien Claim in accordance with this Order and shall provide written reasons;
- (d) have the discretion to mediate any dispute that is referred to such Claims Officer at its election and with the consent of the parties; and
- (e) have the discretion to make a cost award relating to the determination of a Disputed Lien Claim (including in respect of the fees and expenses of the Claims Officer).

13. **THIS COURT ORDERS** that the Monitor and/or the Asserting Lien Claimant, may, within ten (10) days of such party receiving notice of the Claims Officer's determination of the Disputed Lien Claim, appeal such determination to the Court by serving and filing a notice of motion, and the appeal shall be initially returnable for scheduling purposes within ten (10) days of filing such notice of motion.

14. **THIS COURT ORDERS** that, if no party appeals the determination of the Claims Officer of the Disputed Lien Claim within the time set out in paragraph 13, the determination of the Claims Officer shall be final and binding upon the Monitor and the Asserting Lien Claimant, and there shall be no further right of appeal, review or recourse to the Court from the final determination of the Claims Officer.

CLAIMS OFFICERS

15. **THIS COURT ORDERS** that the Applicant or the Monitor may, from time to time, bring a motion (which motion may be made in writing if unopposed) for the appointment of a claims officer for determining Disputed Lien Claims pursuant to this Order (a "**Claims Officer**").

16. **THIS COURT ORDERS** that the Claims Officers shall incur no liability or obligation as a result of their appointment or in acting as the Claims Officers pursuant to the provisions of this Order. No proceeding or enforcement process in any court or tribunal shall be commenced against or in respect of the Claims Officers, except with prior leave of this Court granted in the within proceedings.

NOTICE OF TRANSFEREES

17. **THIS COURT ORDERS** that the Monitor shall not be obligated to give notice to or otherwise deal with a transferee or assignee of a Lien Claim as the Asserting Lien Claimant in respect thereof unless:

(a) actual written notice of the transfer or assignment, together with satisfactory evidence of a valid transfer or assignment of the Lien Claim, has been received by the Monitor; and

(b) the Monitor has acknowledged in writing such transfer or assignment,

and thereafter such transferee or assignee shall for the purposes hereof constitute the Asserting Lien Claimant in respect of such Lien Claim. Any such transferee or assignee of a Lien Claim, and such Lien Claim, shall be bound by any notices given or steps taken in respect of such Lien Claim in accordance with this Order prior to the written acknowledgement by the Monitor of such transfer or assignment.

18. **THIS COURT ORDERS** that the Monitor is under no obligation to give notice of a valid transfer or assignment made pursuant to this Order to any Person other than the Asserting Lien Claimant holding the Lien Claim and shall, without limitation, have no obligation to give notice to

any Person holding a security interest, lien, or charge in, or a pledge or assignment by way of security in, a Lien Claim.

19. **THIS COURT ORDERS** that the transferee or assignee of any Lien Claim:

- (a) shall take the Lien Claim subject to the rights and obligations of the transferor/assignor of the Lien Claim, and subject to the rights of the Applicant against any such transferor or assignor, including any rights of set-off which the Applicant had against such transferor or assignor; and
- (b) cannot use any transferred or assigned Lien Claim to reduce any amount owing by the transferee or assignee to the Applicant, whether by way of set-off, application, merger, consolidation or otherwise.

PROTECTIONS FOR THE MONITOR

20. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under: (i) the CCAA, (ii) the ARIO, (iii) the LRO, and/or (iii) any other Order of the Court, is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order or incidental thereto.

21. **THIS COURT ORDERS** that in carrying out the terms of this Order:

- (a) the Monitor shall have all the protections given to it by the CCAA, the ARIO, the LRO and any other Order of this Court, and as an officer of this Court;
- (b) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Order save and except for any gross negligence or willful

misconduct on its part as determined by a final Order of this Court that is not subject appeal or other review;

- (c) the Monitor shall be entitled to rely on the books and records and any information provided by the Applicant as well as documentation and information provided by others, including information and documentation provided by Asserting Lien Claimants pursuant to the LRO or this Order, which the Monitor believes to be accurate and true, without independent investigation or verification; and
- (d) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books and records or information.

SERVICE AND NOTICE

22. **THIS COURT ORDERS** that the Monitor shall deliver, or cause to be delivered, a notice of the Claims Bar Date via email to all known suppliers on Continuing QM Projects as last shown on the books and records of the Applicant.

23. **THIS COURT ORDERS** that the Monitor shall cause notice of the Claims Bar Date, the Lien Claims Resolution Order, and the forms of Notice of Revision or Disallowance and Notice of Dispute to be posted to the Monitor's Website as soon as reasonably possible after the date of this Order.

24. **THIS COURT ORDERS** that the Monitor may serve and deliver or cause to be served and delivered a Notice of Revision or Disallowance, and any letters, notices or other documents, to the appropriate Asserting Lien Claimant or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or email to such Person or their

counsel at the physical or electronic address, as applicable, last shown on the books and records of the Applicant or set out in such Asserting Lien Claimant's Lien Notice. Any such service and delivery shall be deemed to have been received: (a) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally, (b) if sent by courier or personal delivery, on the next Business Day following dispatch, and (c) if delivered by email by 5:00 p.m. (Toronto Time) on a Business Day, on such Business Day, and if delivered after 5:00 p.m. (Toronto Time) or other than on a Business Day, on the following Business Day.

25. **THIS COURT ORDERS** that any notice or communication required or contemplated to be provided or delivered by an Asserting Lien Claimant to the Monitor under this Order shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by email, or if an Asserting Lien Claimant is unable to do so, and after notifying the Monitor of the method of delivery via the telephone hotline available on the Monitor's Website, by prepaid registered mail, courier, or personal delivery, addressed to:

Alvarez & Marsal Canada Inc., in its capacity as Monitor
Royal Bank Plaza, South Tower
200 Bay St., Suite 3501
Toronto, ON M5J 2J1

Attention: Joshua Nevsky
E-mail: QME@alvarezandmarsal.com

With copies to:

Goodmans LLP
Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

Attention: Christopher Armstrong and Erik Axell
Email: carmstrong@goodmans.ca and eaxell@goodmans.ca

Any such notice or communication delivered by an Asserting Lien Claimant shall be deemed received upon actual receipt by the Monitor thereof during normal business hours on a Business Day, or if delivered outside of normal business hours, the next Business Day.

26. **THIS COURT ORDERS** that the posting of materials on the Monitor's Website pursuant to paragraph 23 herein shall constitute good and sufficient notice to Persons of the Lien Claims Bar Date.

27. **THIS COURT ORDERS** that if during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices, notifications or other communications sent by ordinary or registered mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or email in accordance with this Lien Claims Resolution Order.

DIRECTIONS

28. **THIS COURT ORDERS** that the Monitor or the Applicant may, at any time, and with such notice as this Court may require, seek directions from this Court with respect to this Order.

MISCELLANEOUS

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any other foreign jurisdiction to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this

Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto Time) on the date of this Order and are enforceable without the need for entry and filing.

SCHEDULE “A”

Court File No. CV-25-00748510-00CL

**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 1001387025 ONTARIO INC.**

Applicant

**NOTICE OF DISPUTE
FOR LIEN CLAIMS**

Name of Asserting Lien Claimant: _____

Continuing QM Project Number: _____

We hereby give you notice of our intention to dispute the Notice of Revision or Disallowance dated _____ issued in respect of our Lien Claim.

Reasons for Dispute (attach extra sheets and copies of all supporting documentation if necessary):

DATED this _____ day of _____, 2026.

(Signature of the Asserting Lien Claimant or authorized
representative of the Asserting Lien Claimant completing
this Notice of Dispute)

(Please print name)

Telephone Number: _____

Email address:

Full Mailing Address:

THIS FORM IS TO BE RETURNED BY EMAIL OR, IF YOU ARE UNABLE TO DELIVER BY EMAIL AND HAVE NOTIFIED THE MONITOR, BY PREPAID ORDINARY MAIL, COURIER OR PERSONAL DELIVERY, AND MUST BE RECEIVED NO LATER THAN 5:00 P.M. (TORONTO TIME) ON THE DAY WHICH IS FOURTEEN (14) CALENDAR DAYS AFTER THE NOTICE OF REVISION OR DISALLOWANCE IS DELIVERED BY THE MONITOR TO:

Alvarez & Marsal Canada Inc., in its capacity as Monitor
Royal Bank Plaza, South Tower
200 Bay St., Suite 3501
Toronto, ON M5J 2J1

Attention: Joshua Nevsky
E-mail: QME@alvarezandmarsal.com

With an e-mail copy to:

Goodmans LLP
Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

Attention: Christopher Armstrong and Erik Axell
Email: carmstrong@goodmans.ca and eaxell@goodmans.ca

SCHEDULE “B”

Court File No. CV-25-00748510-00CL

**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 1001387025 ONTARIO INC.**

Applicant

**NOTICE OF REVISION OR DISALLOWANCE
FOR LIEN CLAIMS**

To: _____

Continuing QM Project Number: _____

Capitalized terms used but not defined in this Notice of Revision or Disallowance shall have the meanings ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) in the CCAA proceedings of the 1001387025 Ontario Inc. (“**ResidualCo**”) dated January 29, 2026 (the “**Lien Claims Resolution Order**”) or the Lien Regularization Order of the Court dated July 29, 2025 (the “**LRO**”). You can obtain copies of the Lien Claims Resolution Order and LRO on the Monitor’s website at <https://www.alvarezandmarsal.com/QME/>.

Pursuant to the Lien Claims Resolution Order, Alvarez & Marsal Canada Inc., in its capacity as Monitor of ResidualCo and not in its personal or corporate capacity, hereby gives you notice that it has reviewed your Lien Notice and has revised or rejected your Lien Claim as follows:

Entity Claimed Against	Time within which services or materials were supplied	Lien Claim Amount as Submitted	Lien Claim Amount as Accepted	Lien Claim Status (Revised/Disallowed)

Reasons for Revision or Disallowance:

If you do not agree with this Notice of Revision or Disallowance, please take notice of the following:

If you dispute this Notice of Revision or Disallowance, you must, no later than 5:00 p.m. (Toronto Time) on the day that is fourteen (14) calendar days after the Notice of Revision or Disallowance is sent by the Monitor, deliver a Notice of Dispute by email to the Monitor c/o Joshua Nevsky (QME@alvarezandmarsal.com) with a copy to the Monitor's counsel c/o Chris Armstrong (carmstrong@goodmans.ca) and Erik Axell (eaxell@goodmans.ca), or, if you are unable to deliver by email and have notified the Monitor, by prepaid ordinary mail, courier or personal delivery. The form of Notice of Dispute is attached to the Lien Claims Resolution Order as Schedule "A".

If you do not deliver a Notice of Dispute by the above noted deadline, your Lien Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this [●] day of [●] , 2026.

ALVAREZ & MARSAL CANADA INC., solely in its capacity as Court-appointed Monitor of ResidualCo, and not in its personal or corporate capacity

Per: _____

**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
1001387025 ONTARIO INC.**

Court File No: CV-25-00748510-00CL

Applicant

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

Proceeding Commenced at Toronto, Ontario

LIEN CLAIMS RESOLUTION ORDER

GOODMANS LLP

Barristers & Solicitors
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