

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

THE HONOURABLE) FRIDAY, THE 18th
JUSTICE DIETRICH) DAY OF SEPTEMBER, 2026

B E T W E E N:

UBC SOLUTIONS INCORPORATED

Applicant

- and -

**1680 BRIMLEY LIMITED PARTNERSHIP, 2808908 ONTARIO INC. and BRIMLEY
PROGRESS DEVELOPMENTS INC.**

Respondents

CONSTRUCTION LIEN CLAIMS PROCESS ORDER

THIS MOTION, made by TDB Restructuring Limited (“**TDB**”) in its capacity as court-appointed receiver and manager (in such capacity, the “**Receiver**”) of (i) the real property known municipally as 1680 Brimley Road, Scarborough, Ontario and legally described in Schedule “A” hereto (the “**Property**”), and (ii) all the assets, undertakings and properties of the Respondents, 1680 Brimley Limited Partnership, 2808908 Ontario Inc., and Brimley Progress Developments Inc. (the “**Debtors**”), acquired for or used in relation to a business carried on by the Debtors, for an Order establishing a lien claims process, was heard this day at 330 University Avenue, Toronto.

ON READING the First Report of the Receiver dated June 30, 2026 (the “**First Report**”), and on hearing the submissions of counsel for the Receiver, counsel for the Applicant, counsel for

the Respondents, and such other parties as listed on the Participant Information Form, no one else appearing although served as evidenced by the Lawyer's Certificate of Service of dated July 2, 2026, filed:

SERVICE

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

CLAIMS PROCESS

2. **THIS COURT ORDERS AND DECLARES** that the process set out in this Order (the "**Construction Lien Claims Process**") for the submission, review and determination of all claims for lien (each, a "**Claim**", and each party asserting a Claim, a "**Lien Claimant**") pursuant to the *Construction Act*, R.S.O. 1990, c. C.30, as amended (the "**Construction Act**") for the provision of services and materials on or prior to September 10, 2025 with respect to the improvement located on the Property is hereby approved and is the exclusive process by which all Claims shall be determined, and all Claims shall attorn to the Construction Lien Claims Process.
3. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to implement and administer the Construction Lien Claims Process, including the acceptance, revision, disallowance and/or settlement of any Claims by any Lien Claimant, and the Receiver may take any steps which it believes are incidental or necessary for the implementation of the Construction Lien Claims Process.

4. **THIS COURT ORDERS AND DIRECTS** that all Claims shall be determined and administered by the Receiver under the supervision of this Court pursuant to the Construction Lien Claims Process and any such determination or disposition of any Claim shall have the same force and effect as if made by a court of competent jurisdiction pursuant to the *Construction Act*. The Receiver may retain any consultant or assistant as it may require to assist in the review and determination of any Claim.
5. **THIS COURT ORDERS AND DIRECTS** that, in order to maintain a Claim, including any sheltered claim for lien, in the Construction Lien Claims Process, the Claim must have been preserved in accordance with the *Construction Act* (a “**Lien Action**”), and the Lien Claimant must, on or before the earlier of (i) the last day to perfect the Claim within the meaning of the *Construction Act* and (ii) October 31, 2026 (the “**Claims Bar Date**”), provide the Receiver with a Proof of Lien Claim substantially in the form attached as Schedule “B”, including the information and documentation listed therein, as applicable.
6. **THIS COURT ORDERS** that, within ten (10) business days following the Claims Bar Date, Brimley Progress Developments Inc. (the “**Owner**”) and Atriacon Management Inc. (the “**Construction Manager**”) shall deliver to the Receiver any documents in their possession or control on which they rely to dispute any Claim, to the extent they dispute such Claim.
7. **THIS COURT ORDERS** that the Receiver may, at any time throughout the Construction Lien Claims Process, request from any Lien Claimant, the Owner or the Construction Manager any documents or information as the Receiver may reasonably require for the purpose of assessing and determining any Claims in accordance with paragraph 3 of this

Order, and the recipient of any such request shall respond within ten (10) business days of such request.

DETERMINATION OF CLAIMS AND APPEALS

8. **THIS COURT ORDERS** that the Receiver shall accept, partially accept, revise, disallow and/or partially disallow a Claim as set out in a Lien Claimant's Proof of Lien Claim by delivering to such Lien Claimant, on or before November 30, 2026 (or such later date as this Court may order), a notice of determination setting out the Receiver's determination and the reasons therefor (a "**Notice of Determination**"), together with any documentation referred to therein. The Receiver shall post each Notice of Determination, without supporting documentation, on its website immediately after delivery to the applicable Lien Claimant and, in any event, on or before December 1, 2026. The validity, lienability, quantum, and timeliness of each Claim, and any other issue arising in respect of the Claim, shall be determined in accordance with the version of the *Construction Act* applicable to that Claim. No claim shall be accepted or deemed to be accepted unless and until a Notice of Determination is delivered by the Receiver in accordance with this paragraph.
9. **THIS COURT ORDERS** that a Lien Claimant may appeal the acceptance, revision and/or disallowance of any Claim as set out in a Notice of Determination by delivering to the Receiver, within 30 days of delivery of the Notice of Determination, a Notice of Dispute substantially in the form attached to this Order as Schedule "C" (a "**Notice of Dispute**"). Any Lien Claimant who delivers a Notice of Dispute in respect of the Claim of another Lien Claimant may request, and the Receiver shall provide, any documentation referred to in the applicable Notice of Determination.

10. **THIS COURT ORDERS AND DIRECTS** that any appeal set out in a Notice of Dispute shall be referred to a claims officer with construction lien expertise, as appointed by further Order of this Court, or, by further Order of this Court, to an associate judge. Any such appeal shall be conducted as a hearing *de novo*. Any appeal of a determination of a claims officer, or motion opposing confirmation of the report of an associate judge, shall be heard by this Court on a timetable agreed to by the parties to that proceeding and approved by this Court, and the determination of this Court shall be final and binding on all parties, with no further right of appeal.

PRIORITY AND HOLDBACK

11. **THIS COURT ORDERS** that the Receiver shall not accept or settle a Claim on the basis of it having any priority over any mortgage registered on title to the Property, and the determination of the priority of the Claims shall be left to a future date pursuant to further Order of this Court.

12. **THIS COURT ORDERS** that, following the Claims Bar Date, the Receiver may engage with the Applicant and the Lien Claimants to discuss any issues identified in the course of the Receiver's review (in particular, as relates to priority matters and the account of holdback funds) and the possibility of resolving such issues on a consensual basis, and the Receiver may make a motion to the Court for a determination of the validity, status and/or amount of any Claim, the applicable statutory holdback and the account of holdback funds, or any other issue or matter with respect to any Claims at any time.

CLAIMS BAR PROVISIONS

13. **THIS COURT ORDERS AND DECLARES** that, for the purposes of the *Construction Act*, a contract or subcontract for the provision of services and materials with respect to the Property on or prior to September 10, 2025 is deemed to have been substantially performed, completed or abandoned (as the case may be) on the earlier of: (i) the date so determined pursuant to the provisions of the *Construction Act* and; (ii) the Claims Bar Date.

14. **THIS COURT ORDERS** that any Claim:

- a. which is not preserved and perfected pursuant to the provisions of the *Construction Act*, or for which a Proof of Lien Claim is not delivered in accordance with paragraph 5 of this Order; or
- b. to the extent disallowed in a Notice of Determination, including where the Claim is disallowed in its entirety, for which a Notice of Dispute is not delivered to the Receiver in accordance with paragraph 9;

shall, as applicable, be forever barred and extinguished, and such Lien Claimant shall be forever estopped and enjoined from asserting or enforcing such Claim or the applicable portion thereof against the Property, the Debtors or the Receiver.

15. **THIS COURT ORDERS** that nothing in this Order shall bar or extinguish:

- a. trust claims under the *Construction Act*, against any party other than the Receiver, or against the Property or proceeds of sale of the Property subsequent in priority to the Receiver, as permitted by further Order of this Court;

- b. any claims in contract against any party, other than the Receiver, and subject to further Order of this Court; and
- c. any Claim in its entirety or part thereof which has been accepted by the Receiver.

NOTICES AND COMMUNICATION

16. **THIS COURT ORDERS** that all documents and any notice or other communication to be given under this Order by a Lien Claimant, the Owner or the Construction Manager to the Receiver shall be submitted to the Receiver in accordance with the following:

- (a) all documents shall be submitted electronically;
- (b) the documents shall be sent by way of secure file transfer; and
- (c) the documents shall be emailed to counsel for the Receiver at the following email addresses:

- Philip Cho: pcho@weirfoulds.com;
- Wojtek Jaskiewicz: wjaskiewicz@weirfoulds.com
- Fabiola Bassong: fbassong@weirfoulds.com

AID AND ASSISTANCE OF OTHER COURTS

17. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial,

regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that, notwithstanding the terms of this Order, any party may apply to this Court from time to time for direction with respect to the Construction Lien Claims Process and/or such further order or orders as this Court may consider necessary or desirable to amend, supplement or replace this Order, including, but not limited to, any order for the delivery of information pursuant to section 39 of the *Construction Act* and the process for determination of holdback and priorities in distribution of any proceeds of sale.



Schedule “A” Legal Description of the Lands and Premises

Parcel Number: PIN 06000-0540 (LT)

Description: PART OF LOT 25 CONCESSION 2 SCARBOROUGH PARTS 1 AND 2,
66R33558; SUBJECT TO AN EASEMENT OVER PART 2, 66R33558 AS IN TB398371;
SUBJECT TO AN EASEMENT AS IN AT6668619; CITY OF TORONTO

ADDRESS: 1680 BRIMLEY ROAD, SCARBOROUGH, ONTARIO, M1P 2B9

SCHEDULE "B"
PROOF OF CLAIM

A. PARTICULARS OF THE CLAIMANT:

1. Full Legal Name of the Claimant (include trade name, if different):

2. Full Mailing Address of the Claimant (the mailing address should be the mailing address of the Claimant and not an assignee:

3. Telephone number of the Claimant:

4. E-mail address of the Claimant:

5. Attention (Contact Person):

6. Has the Claim set out herein been sold, transferred or assigned by the Claimant to another party?

Yes: _____ No: _____

B. PARTICULARS OF ASSIGNEE(S) (IF ANSWER TO QUESTION 6 IS YES):

1. Full Legal Name of Assignee(s):

2. Full Mailing Address of the Assignee(s):

3. Telephone Number of Assignee(s):

4. E-mail Address of Assignee(s):

5. Attention (Contact Person):

C. PROOF OF CLAIM:

THE UNDERSIGNED HEREBY MAKES OATH AND SAYS AS FOLLOWS

1. I am a Claimant with respect to the property municipally located at 1680 Brimley Road, Scarborough, Ontario, M1P 2B9 (the “**Property**”) or (if applicable) am the:

(state or position)

of

(Name of Claimant)

2. I have knowledge of all of the circumstances connected with the Claim described and set out below:

3. The Claimant seeks payment of \$ [Insert \$ value of claim] CAD on account of services and materials supplied to an improvement on the Property between _____ and _____ [Insert dates]

Has the Claimant registered a lien against the Property on or before the date of the Lien Claims Process Order

Yes: _____ No: _____

4. The Claimant seeks payment in respect of a lien of \$..... [Insert \$ value of claim] CAD registered against the Property on account of services and materials supplied to an improvement on the Property between _____ and _____ [Insert dates]

D. FILING AND PARTICULARS OF CLAIM:

This Proof of Claim form and supporting documentation must be received by the Receiver, TDB Restructuring Limited, in its capacity as Receiver, **by October 31, 2026 (“Claims Bar Date”)** at then following physical address or email address:

TDB Restructuring Limited, in its capacity as Receiver
65 Queen St. West, Suite 605
Toronto, ON M5H 2M5

Attention: Arif Dhanani
E-mail: adhanani@tdbadvisory.ca

With an e-mail copy to the Receiver's counsel at pcho@weirfoulds.com,
wjaskiewicz@weirfoulds.com and fbassong@weirfoulds.com.

Failure to file your Proof of Claim and any required documentation as directed in relation to any Claim by the Claims Bar Date will result in your Claim being forever barred and extinguished, and you will be prohibited from making or enforcing that Claim against the Property, the Receiver or the Debtors and shall not be entitled to further notice or distribution, if any, in respect of that Claim, and shall not be entitled to participate as a Claimant in these proceedings in respect of that Claim.

Submitted by

Name: _____

Title: _____

Date: _____

Schedule “1” – Documentation

The Claimant is required to provide all of the documents in its possession, including but not limited to:

- a) copy of the Claimant’s registered construction lien and any written notice of lien;
- b) copies of the Claimant’s Statement of Claim and Certificate of Action;
- c) documentation evidencing the last date on which the Claimant provided service, materials or labour to the applicable improvement in the case of a subcontractor or the date of completion, abandonment or termination of the contract in the case of a contractor;
- d) a copy or particulars of any contract, subcontract, purchase order or agreement upon which the Claimant assert its materials, services and labour were provided under (the “**Contract**”), including the names of the parties to the Contract and the date it was entered into;
- e) a statement of account under the Contract and particulars and documents substantiating the quantum of the Claim, including:
 - (i) the price of the Contract;
 - (ii) the total amount invoiced by the Claimant, including a copy of the invoices and dates the invoices were sent;
 - (iii) the total amount paid to the Claimant under the Contract, including the date and amount of payments received;
 - (iv) proof of the amount paid towards the Claimant;
 - (v) the amount of the Claim that comprises of holdback and amounts invoiced within the scope of the Contract; and
 - (vi) the amount of the Claim that comprises of extra to the Contract, along with any relevant documentation substantiating the extra amount sought, including but not limited to notice of extras, request for extras, request for change orders, executed/approved change orders, executed change directives, amendments or purchase orders and time and material sheets;
- f) statutory declaration(s) that attest to the work is complete and performed is in accordance or in compliance with the Contract;
- g) for Claimants who operated on a time and materials (T&M) basis, evidence of authorization to perform work;
- h) for Claimants who provided materials, statutory declaration(s) that attest the materials were ordered/requested and delivered;

- i) a copy of any labour and material payment bond posted by a subcontractor with a contractor or by a subcontractor with a subcontractor;
- j) documentation evidencing service, materials and labour provided to the applicable improvement including, but not limited to, the following:
 - (i) completed and approved timesheets of employees and subcontractors;
 - (ii) subcontractor invoices;
 - (iii) payroll registers and records;
 - (iv) bank statements, electronic fund transfer receipts and cancelled cheques evidencing remittances by the Claimant to employees and subcontractors;
- k) all documents related to the fulfillment of work agreements including, but not limited to, the following:
 - (i) WSIB clearance certificates for the dates the work was performed;
 - (ii) proof of insurance showing coverage for the dates the work was performed;
 - (iii) shop drawings;
 - (iv) as built(s);
 - (v) schematics;
 - (vi) warranties and guarantees; and,
 - (vii) third party verifications / certifications;
- l) A breakdown of the claim for lien indicating: amount claimed for base scope work; amount claimed for extras performed under an issued Change Order; amount claimed for alleged or unapproved extras; and amount claimed for delay, including, as applicable, overtime, loss of productivity, extended duration, late mobilization, stacking of trades, inflation and related labour or material price increases;
- m) any other documents or information as the Receiver may reasonably request for the purpose of assessing and determining any Claims in accordance with the Lien Claim Process Order.

Schedule “C”
NOTICE OF DISPUTE

Defined terms not defined in this Dispute Notice have the meanings ascribed to them in the Construction Lien Claims Process Order dated September 18, 2026 (the “Order”). Pursuant to the Order, the undersigned hereby disputes the Notice of Determination issued by the Receiver in respect of the following Lien Claimant.

Lien Claimant Information

Name of Lien Claimant:	
Address:	
Contact Person:	
Telephone:	
Email:	

Reasons for Dispute

Please set out the reasons for disputing the Notice of Determination and attach any additional pages and supporting documentation, as necessary:

Submitted by

Name: _____

Title: _____

Date: _____

THIS FORM AND SUPPORTING DOCUMENTATION TO BE RETURNED BY REGISTERED MAIL, PERSONAL SERVICE, E-MAIL, FACSIMILE OR COURIER TO THE ADDRESS INDICATED HEREIN AND TO BE RECEIVED NO LATER THAN 30 DAYS AFTER RECEIPT OF THE NOTICE OF DETERMINATION TO:

- Philip Cho: pcho@weirfoulds.com;
- Wojtek Jaskiewicz: wjaskiewicz@weirfoulds.com
- Fabiola Bassong: fbassong@weirfoulds.com

UBC SOLUTIONS INCORPORATED
Applicant

- and -

Court File No. CV-25-00740765-00CL
1680 BRIMLEY LIMITED PARTNERSHIP et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at **TORONTO**

CONSTRUCTION LIEN CLAIMS PROCESS ORDER

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