

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ANTAMEX INDUSTRIES ULC,¹

Debtor in a Foreign Proceeding.

Chapter 15

Case No.: 24-10934 (JKS)

(Jointly Administered)

Related Docket No. 40

**ORDER GRANTING MOTION PURSUANT TO SECTIONS 105(A), 1507, 1521, AND
1525 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9006, FOR ENTRY
OF AN ORDER (I) RECOGNIZING AND ENFORCING TRUST CLAIMS PROCESS
ORDER AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of Deloitte in its capacity as both the Receiver and the Foreign Representative of the above-captioned Debtor, for entry of an order pursuant to sections 105(a), 1507, 1521, and 1525 of the Bankruptcy Code; and the Court finding that the relief granted herein is necessary and appropriate, is in the interest of the public, promotes international comity, is consistent with the public policies of the United States, is warranted pursuant to sections 105(a), 1507, 1521, and 1525 of the Bankruptcy Code, and will not cause any hardship to any parties in interest that is not outweighed by the benefits of the relief granted; and the Court having found that the interests of the Debtor’s creditors in the United States are sufficiently protected; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

¹ The chapter 15 debtor, along with the last four digits of the Debtor’s British Columbia Corporation Number is: Antamex Industries ULC (“Antamex” or “Debtor”) (6401). The Debtor’s executive headquarters are located at: 210 Great Gulf Drive, Concord, Ontario, Canada, L4K 5W1.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

2. The Court recognizes the Trust Claims Process Order, attached hereto as **Exhibit 1**, which is hereby given full force and effect in the United States in its entirety.

3. Pursuant to sections 105(a), 1507, 1521, and 1525 of the Bankruptcy Code, the Debtor, the Foreign Representative, and the Receiver (as well as each of their respective officers, employees and agents) are authorized to take any and all actions necessary or appropriate to implement the Trust Claims Process Order and this Order.

4. All objections to the entry of this Order that have not been withdrawn, waived, settled, or otherwise resolved, are denied and overruled on the merits, with prejudice.

5. This Order shall be effective and enforceable immediately upon entry.

6. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

7. This Order shall constitute a final order within the meaning of 28 U.S.C. § 158(a).

Dated: April 29th, 2025
Wilmington, Delaware


J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1



Court File No.: CV-24-00715153-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)

THE HONOURABLE

)

TUESDAY, THE 26th

)

JUSTICE J. DIETRICH

)

DAY OF MARCH, 2025

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

TRUST CLAIMS PROCESS ORDER

THIS MOTION, made by Deloitte Restructuring Inc. in its capacity as Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of Antamex Industries ULC (the “**Debtor**”) for an order directing a claims process with respect to certain potential trust claims was heard this day by judicial videoconference via Zoom in Toronto, Ontario

ON READING the Fifth Report of the Receiver dated March 19, 2025 and the Appendices thereto, and on hearing the submissions of counsel for the Receiver and such other parties listed

on the counsel slip, no one appearing for any other person on the service list, although properly served as it appears from the Lawyer's Certificate of Service of Caitlin McIntyre dated March 20, 2025, filed:

SERVICE

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

2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the Fifth Report.

RECEIVER'S ROLE

3. **THIS COURT ORDERS** that the Claims Process is hereby approved and the Receiver shall be authorized and directed to take all steps necessary to implement the Claims Process.

4. **THIS COURT ORDERS** that the Receiver, in addition to its prescribed rights and obligations under the Receivership Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order.

CLAIMS PROCESS

5. The following terms shall have the following meanings ascribed thereto:

- (a) **"Business Day"** means a day, other than a Saturday or Sunday, on which banks are normally open for business in Toronto, Ontario;
- (b) **"CA"** means the *Construction Act*, R.S.O. 1990, c. C.30;
- (c) **"BIA"** means *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3), as amended;

- (d) “**Claims Bar Date**” means 5:00 p.m. (EST) on April 25, 2025, or such later date as the Receiver may determine on written notice to the Service List or as ordered by the Court;
- (e) “**Claims Process**” means the claims process set out in this Order and as described in the Fifth Report;
- (f) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (g) “**Notice of Disallowance**” means a notice in substantially the form attached as **Schedule “B”** hereto advising a Subcontractor that the Receiver has revised or rejected all or part of such Subcontractor’s Claim set out in its Proof of Claim;
- (h) “**Notice of Dispute**” means a written notice to the Receiver in substantially the form attached as **Schedule “C”** hereto, delivered to the Receiver by a Subcontractor who has received a Notice of Disallowance indicating such Subcontractor’s intention to dispute such Notice of Disallowance and provide further evidence to support its Claim;
- (i) “**Person**” includes any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other juridical entity however designated or constituted;
- (j) “**Project**” means any project on which Antamex was retained prior to the appointment of the Receiver for the purposes of constructing, renovating, refurbishing, retrofitting, adopting, upgrading or improving a building or other asset;

- (k) **“Proof of Claim”** means the form of Proof of Claim in substantially the form attached as **Schedule “A”** hereto;
- (l) **“Proof of Claim Document Package”** means a document package that includes a copy of the Proof of Claim and such other materials as the Receiver may consider appropriate or desirable;
- (m) **“Proven Claim”** has the meaning ascribed to that term in paragraph 14 of this Order;
- (n) **“Subcontractor”** means any Person entitled to assert a Trust Claim; and
- (o) **“Trust Claim”** means:
 - i. Any potential trust claim arising under section 8 of the CA; and
 - ii. Any potential trust claim arising under any statute or otherwise at law providing for substantially the same rights as section 8 of the CA.

NOTICE TO SUBCONTRACTORS

6. **THIS COURT ORDERS** that the Receiver shall give notice of this Order no later than March 28, 2025, including a Proof of Claim Document Package, to (i) all Persons on the Service List in this proceeding, (ii) all Subcontractors who have, as of the date hereof, provided the Receiver with notice of an asserted Trust Claim, and (iii) any other Person that the Receiver, in its sole discretion, determines may hold a Trust Claim against the Debtor.

7. **THIS COURT ORDERS** that, other than the Persons set out in paragraph 6 hereof, the Receiver shall not be under any obligation to give notice to any Person of the Claims Process and no other Person shall be entitled to make a Trust Claim within the Claims Process unless authorized

by the Receiver or by further order of this Court, including, for greater certainty, any Person purporting to hold a security interest in a Trust Claim.

CLAIMS BAR DATE

8. **THIS COURT ORDERS** that Proofs of Claim shall be filed with the Receiver in the manner provided for herein and that any Subcontractor that does not file a Proof of Claim with the Receiver before the Claims Bar Date shall be and is hereby forever barred from making or enforcing any Trust Claim against Antamex's estate or the Property (as defined in the Appointment Order).

PROOFS OF CLAIM

9. **THIS COURT ORDERS** that the Receiver may, where it is satisfied that a Trust Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of Proofs of Claim.

10. **THIS COURT ORDERS** that the only Subcontractors entitled to file Proofs of Claim shall be Subcontractors in respect of the Projects and that any Proof of Claim received by the Receiver in relation to any project that is not a Project shall not form part of this Claims Process and shall be disallowed.

REVIEW OF PROOFS OF CLAIM

11. **THIS COURT ORDERS** that the Receiver shall review all Proofs of Claim filed on or before the Claims Bar Date and shall accept or disallow (in whole or in part) the amount and/or status of such Trust Claims. At any time, the Receiver may request additional information with respect to a Trust Claim, and may request that a Subcontractor file a revised Proof of Claim.

12. **THIS COURT ORDERS** that the Receiver shall be entitled to disallow a Trust Claim, in whole or in part, on the basis that:

- (a) the Receiver determines that it is not holding any identifiable funds related to a particular Project on which a Trust Claim is asserted;
- (b) the jurisdiction in which a particular Project is located does not have legislation equivalent to the CA or any other law (including common law) providing a legal basis for a Trust Claim in respect of amounts unpaid to Subcontractors;
- (c) that such Subcontractor has failed to provide adequate proof of its purported Trust Claim; or
- (d) the Receiver otherwise determines such Trust Claim to be invalid or unenforceable.

13. **THIS COURT ORDERS** that, where a Trust Claim is disallowed (in whole or in part) the Receiver shall provide notice of disallowance (in whole or in part) to the Subcontractor by serving it or its counsel with a Notice of Disallowance and include the reasons for disallowance and any related documentation in support.

14. **THIS COURT ORDERS** that, where the Receiver disallows part of the Trust Claim, only the part of the Trust Claim that the Receiver allowed shall be a Proven Claim subject to increase only if the Subcontractor successfully challenges or settles the disallowed portion with the Receiver.

15. **THIS COURT ORDERS** that the amount and status of every Trust Claim as finally determined in accordance with the forms and procedures hereby authorized (a “**Proven Claim**”), including any determination as to the nature, amount, value, priority or validity of any Trust Claim,

shall be final for all purposes and including without limitation for any distribution made to creditors of the Debtor.

NOTICE OF DISPUTE

16. **THIS COURT ORDERS** that any Subcontractor who intends to dispute a Notice of Disallowance shall file a Notice of Dispute with the Receiver as soon as reasonably possible, but in any event, such Notice of Dispute shall be received by the Receiver on or before 5:00 p.m. (EST) on the day that is fourteen (14) calendar days after the Receiver sends the Notice of Disallowance. The filing of a Notice of Dispute with the Receiver within the foregoing timeframe shall constitute an application to have the amount or status of such Trust Claim determined as set out in paragraphs 18-19 hereof.

17. **THIS COURT ORDERS** that, where a Subcontractor receives a Notice of Disallowance and fails to file a Notice of Dispute with the Receiver within the timeframe required at paragraph 16 hereof, the amount and status of such Subcontractor's Trust Claim shall be deemed to be as set out in the Notice of Disallowance and such amount and status, if any, shall constitute such Subcontractor's Proven Claim.

RESOLUTION OF CLAIMS

18. **THIS COURT ORDERS** that as soon as practicable after the delivery of the Notice of Dispute to the Receiver, the Receiver and the Subcontractor shall attempt to resolve and settle the Trust Claim.

19. **THIS COURT ORDERS** that in the event that the dispute between the Subcontractor and the Receiver is not settled within a time period or manner satisfactory to the Receiver, the Receiver

may bring the dispute before the Court for determination, or before an Associate Judge specializing in construction lien matters if the Court so directs.

TRANSFEREES

20. **THIS COURT ORDERS** that the Receiver shall not be obligated to give notice to or to otherwise deal with a transferee, assignee or subrogee in respect of a Trust Claim as the creditor in respect thereof unless and until actual written notice of transfer or assignment together with satisfactory evidence of such transfer or assignment or subrogation and thereafter such transferee or assignee or subrogee shall for the purposes hereof constitute the “Subcontractor” in respect of such Trust Claim. Any such transferee or assignee or subrogee shall be bound by any notices given or steps taken in respect of such Trust Claim in accordance with this Order prior to receipt by the Receiver of satisfactory evidence of such transfer or assignment.

21. **THIS COURT ORDERS** that if the holder of a Trust Claim has transferred or assigned the whole of such Trust Claim to more than one Person (including, for greater certainty, by way of subrogation), or part of such Trust Claim to another Person or Persons, such transfer or assignment shall not create a separate Trust Claim or Trust Claims. Such Trust Claim shall continue to constitute and be dealt with as a single Trust Claim notwithstanding such transfer or assignment, and the Receiver shall in each such case not be bound to recognize any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Trust Claim only as a whole and then only to and with the Person last holding such Trust Claim in whole as the creditor in respect of such Trust Claim. However, such creditor may by notice in writing to the Receiver, direct that subsequent dealings in respect of such Trust Claim, but only as a whole, shall be with a specified Person and in such event, such creditor, such transferee or assignee or subrogee of the Trust Claim and the whole

of such Trust Claim shall be bound by any notices given or steps taken in respect of such Trust Claim by or with respect to such Person in accordance with this Order.

PROTECTIONS FOR THE RECEIVER

22. **THIS COURT ORDERS** that (i) in carrying out the terms of this Order, the Receiver shall have all of the protections and Orders given to it by the BIA and the Receivership Order or as an officer of this Court, including the stay of proceedings in its favour and the Receiver's Charge granted under the Receivership Order; (ii) the Receiver shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, and (iii) the Receiver shall be entitled to rely on the books and records of the Debtor, and such use of the Debtor's records shall not be deemed a breach of the implied undertaking rule by the Receiver, and the Receiver shall not be liable for any claims or damages resulting from any errors or omissions in such books and records.

23. **THIS COURT ORDERS** that the Receiver may, at any time, and with such notice as this Court may require, seek directions from the Court with respect to this Order and the Claims Process set out herein, including the forms attached as Schedules hereto.

SERVICE AND NOTICE

24. **THIS COURT ORDERS** that the Receiver shall be at liberty to deliver the Proof of Claim Document Package, and any letters, notices or other documents to the Subcontractors or counsel to the Subcontractors, by forwarding true copies thereof by electronic or digital transmission and that any such service or notice by electronic or digital transmission shall be deemed to be received on the same Business Day if sent prior to 5:00 PM (EST) and the next Business Day if sent following 5:00 PM (EST).

25. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Proofs of Claim, Notices of Disallowance and Notices of Dispute) to be given under this Order by a Subcontractor to the Receiver shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by courier, personal delivery or electronic or digital transmission addressed to:

Deloitte Restructuring Inc. as receiver of Antamex Industries Inc. and not in its personal or corporate capacity.

Attention: Gianluca Berardi
E-mail antamex@deloitte.ca

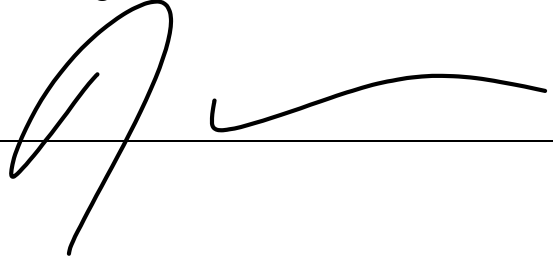
Any such notice or other communication by a Subcontractor or counsel for a Subcontractor shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day.

GENERAL

26. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

28. **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 this Order shall be immediately enforceable at such time and thereafter without the need for entry and filing.

A handwritten signature in black ink, consisting of a large, stylized 'P' followed by a horizontal line and a small flourish.

SCHEDULE “A”

**PROOF OF CLAIM RELATING TO ALL
TRUST CLAIMS AS AGAINST ANTAMEX INDUSTRIES ULC**

(Unless otherwise defined herein, capitalized terms shall have the meaning as ascribed in the Order of Justice Dietrich dated March 26, 2025 under the Ontario Superior Court of Justice (Commercial List) CV-24-00715153-00CL

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim.

A. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant (the “**Claimant**”): _____
2. Full Mailing Address of the Claimant:

3. Telephone Number: _____
4. E-Mail Address: _____
5. Attention (Contact Person): _____
6. Has the Trust Claim been sold or assigned by the Subcontractor to another party, [check one]?
Yes: ☐ No: ☐

B. PARTICULARS OF ASSIGNEE(S) (IF ANY):

7. Full Legal Name: _____
8. Full Mailing Address:

9. Telephone Number: _____
10. E-Mail Address: _____

11. Attention (Contact Person): _____

C. PROOF OF CLAIM:

I, _____

(name of Claimant or Representative of the Claimant), of

_____ do hereby certify: (city
and province)

(a) that I [check one]

☐

am an unpaid former Subcontractor of Antamex.; OR

☐

purport to hold a subrogated Trust Claim(s) to that of an unpaid former Subcontractor of Antamex

(b) I have knowledge of all the circumstances connected with the Trust Claim referred to below;

(c) the Claimant asserts its Trust Claim against Antamex Industries ULC with respect to the Project(s):

(d) Antamex was/were and still is/are indebted to the Subcontractor as follows (if Trust Claim relates to multiple Projects, please provide the amount of the Trust Claim in respect of each Project separately):

\$ _____ [insert \$ value of claim] CAD.

D. PARTICULARS OF CLAIM:

Other than as already set out herein, the particulars of the undersigned's total Trust Claim are attached.

(Provide all particulars of the Trust Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Trust Claim, and amount of invoices, particulars of all credits, discounts, etc. claimed.)

This Proof of Claim must be received by the Receiver by no later than 5:00 p.m. (EST Time) on April 25, 2025, by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission at the following address:

Deloitte Restructuring Inc. as receiver of Antamex Industries Inc. and not in its personal or corporate capacity.

Attention: Gianluca Berardi
E-mail antamex@deloitte.ca

E. FILING OF CLAIM

Failure to file your proof of claim as directed by 5:00 p.m., on April 25, 2025 (EST time) will result in your claim being barred and in you being prevented from making or enforcing a Claim against the estate of Antamex. In addition, you shall not be entitled to further notice in, and shall not be entitled to participate as, a creditor in these proceedings.

Dated at _____ this _____ day of _____, 20____.

Signature of Claimant:

SCHEDULE “B”

NOTICE OF DISALLOWANCE

TO:

Deloitte Restructuring Inc. as receiver Antamex Industries Inc. and not in its personal or corporate capacity hereby gives you notice that it has reviewed your Claim and has revised or rejected your Claim as follows:

	The Proof of Claim as Submitted	The Claim as Accepted
Claim relating to facts existing on or prior to March 13, 2024		

Reasons for Disallowance or Revision (which, for greater certainty, may include because the Receiver is not holding any identifiable funds related to the Project on which the Trust Claim is asserted):

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

1. If you dispute this Notice of Disallowance, you must, no later than 05:00 p.m. (EST time) on fourteen (14) days after the Notice of Disallowance is sent by the Receiver, notify the Receiver by delivery of a Dispute Notice. The form of Dispute Notice is enclosed.
2. If you do not deliver a Dispute Notice, your Claim shall be deemed to be as set out in this Notice of Disallowance.

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

DATED at Toronto this _____ day of _____, 20____.

**Deloitte Restructuring Inc. as receiver of Antamex Industries ULC
and not in its personal or corporate capacity**

SCHEDULE “C”

DISPUTE NOTICE

We hereby give you notice of our intention to dispute the Notice of Disallowance bearing Reference Number _____ and dated _____ issued in respect of our Trust Claim.

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

Name of Claimant _____

(Signature of individual completing this Dispute)

Date

(Please print name)

Telephone Number: _____

E-mail Address:

Full Mailing Address _____

Court File No.: CV-24-00715153-00CL

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

EXPORT DEVELOPMENT CANADA
Applicant

- and -

ANTAMEX INDUSTRIES ULC
Respondent

Case 24-10934-JKS

Doc 43-1

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ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

TRUST CLAIMS PROCESS ORDER

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