



No. S-254287  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
RSC 1985, c C-36, as amended**

**and**

**IN THE MATTER OF OAK AND FORT CORP., 1282339 B.C. LTD.,  
OAK AND FORT US GROUP, INC., OAK AND FORT ENTERPRISE (U.S.), INC.,  
NYM MERGER HOLDINGS LLC and OAK AND FORT CALIFORNIA, LLC**

**PETITIONERS**

**NOTICE OF APPLICATION**

**Name of applicants:** The Petitioners, Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC and Oak and Fort California, LLC

**To:** The Service List, attached as **Schedule "A"**

TAKE NOTICE that an application will be made by the applicants to Madam Justice Fitzpatrick at the courthouse at 800 Smithe Street, Vancouver, British Columbia, on Friday, July 4, 2025 at 10:00 a.m. for the orders set out in Part 1 below.

The applicants estimate that the application will take 1 hour.

This matter is not within the jurisdiction of an associate judge.

**Part 1 ORDERS SOUGHT**

1. The Petitioners (also referred to herein as the "**O&F Group**"), Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC and Oak and Fort California, LLC, seek an order in substantially the form attached as **Schedule "B"** approving a claims process (the "**Claims Process**") with respect to

claims that may be made against the O&F Group or their respective directors or officers (the “**Directors and Officers**”) under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) (such order being the “**Claims Process Order**”).

2. The Petitioners may also seek such further relief as counsel may advise and this Honourable Court may permit.

3. Unless otherwise defined herein, all capitalized terms have the meanings ascribed thereto in the Affidavit No. 3 of Min Gyoung Kang made June 27, 2025 (the “**Third Kang Affidavit**”), the Affidavit No. 4 of Min Gyoung Kang made July 2, 2025, or the proposed form of Claims Process Order, as applicable.

## **Part 2 FACTUAL BASIS**

4. Since June 16, 2025, the O&F Group, with the assistance of its legal counsel, the Monitor, the Monitor's counsel, and the CRO, has taken steps to advance its restructuring. The activities undertaken by the O&F Group since this Court granted the ARIO are detailed in the Third Kang Affidavit and summarized in the Petitioners' Notice of Application for a Second Amended and Restated Initial Order, filed on June 27, 2025.

### ***Rationale for Claims Process***

5. The Petitioners require identification and determination of Claims to develop and advance their restructuring, including an anticipated plan of arrangement. Accordingly, in consultation with the Monitor and the CRO, the Petitioners have developed the Claims Process to efficiently and effectively assess and adjudicate asserted Claims. The Petitioners submit that doing so will lend certainty to these proceedings by identifying and quantifying claims which will need to be addressed as part of the restructuring of the O&F Group.

### ***The Proposed Claims Process***

6. Claims that will be subject to the proposed Claims Process include Pre-Filing Claims, D&O Claims, Termination Claims, and Restructuring Claims.

7. Excluded from the Claims Process are: (a) post-filing claims, (b) claims secured by any CCAA Charges, (c) claims which cannot be compromised under sections 5.1(2) and 19(2) of the CCAA, (d) any Claims in respect of payments referred to in sections 6(3), 6(5) and 6(6) of the CCAA, and (e) any claim for wrongful or oppressive conduct by the Petitioners or any of the Directors and Officers.

8. The Petitioners will issue a Termination Claim Statement to Terminated Employees and may, with the consent of the Monitor, issue a Claims Notice to Claimants where the Petitioners' records allow them to make a reasonable assessment of the Claim. Where applicable, a Claims Notice will be included in the Claims Package delivered to the Claimant.

9. For Terminated Employees and Claimants receiving a Claims Notice, further steps are only required if they disagree with the Claim as set out in the Termination Claim Statement or Claims Notice. The process for those parties to dispute the Claim or assert a different Claim is summarized below. If they do not do so, they will be deemed to have accepted the Claim as set out in the Termination Claim Statement or the Claims Notice.

10. For all other Claims, including Claimants who did not receive a Claims Notice, the Claimant must submit a completed Proof of Claim Form or D&O Claim Form by the applicable deadline.

11. The proposed timeline for the Claims Process is:

Event	Date
Monitor to post the forms and documents for the Claims Process, including the Claims Process Order, to the Case Website	2 Business Days from the Order Date (July 8, 2025)
Monitor to publish the Notice to Claimants in The Globe and Mail and the Wall Street Journal	As soon as practicable following the Order Date, and no later than 5 Business Days from the Order Date (July 11, 2025)
Petitioners or the Monitor to deliver Claims Packages to all known Claimants (including, if applicable, and subject to the Monitor's consent, Claims Notices)	5 Business Days from the Order Date (July 11, 2025)

Claims Bar Date for Pre-Filing Claims	August 15, 2025 (approx. 35 days from sending of Claims Packages)
Restructuring Claims Bar Date for Restructuring Claims	The later of: (a) 30 days after the Petitioners or the Monitor sends a Claims Package in respect of a Restructuring Claim to the Claimant; and (b) August 15, 2025
Terminated Employees Claims Bar Date for Terminated Employees	The later of: (a) 35 days after the date the Monitor sends an Employee Claims Package to a Terminated Employee; and (b) August 15, 2025
Monitor to deliver Notices of Revision or Disallowance	
For Claimants disputing a Notice of Revision or Disallowance (“NORD”), deliver to the Monitor:  (a) a Notice of Dispute; and  (b) a Notice of Application and supporting affidavits (such application to be heard on a <i>de novo</i> basis)	  10 days after NORD  15 days after Notice of Dispute

12. The proposed Claims Process operates as follows:

- (a) Following their termination, Terminated Employees will receive an Employee Claims Package that will include a Termination Claims Statement setting out the calculation of such Terminated Employee's Termination Claim based on the Petitioners' books and records. Terminated Employees that accept the Termination Claim as set out in that statement are not required to take any further steps and are deemed to have accepted the Termination Claim as set out in the Termination Claims Statement.
- (b) Any Terminated Employee that wishes to dispute the Termination Claim set out in the Termination Claims Statement, or assert an additional Claim against the Petitioners or the Directors and/or Officers, must submit a Terminated Employee Notice of Dispute by the later of: (i) August 15, 2025; or (ii) 30 days after the

Monitor or the Petitioners sent the Terminated Employee the Employee Claims Package (the “**Terminated Employees Claims Bar Date**”).

- (c) Other than Terminated Employees, Claims Packages will be sent by the Petitioners or the Monitor to all Claimants known to the Petitioners based on the Petitioners' books and records by July 11, 2025. Where the Petitioners' records allow for the assessment and determination of a Claim, the Petitioners may, with the consent of the Monitor, include a Claims Notice in the Claims Package, setting out the Petitioner's assessment of such Claimant's Claim. Parties receiving a Claims Notice that accept the Claim as set out in the Claims Notice are not required to take any further steps and will be deemed to have accepted the Claim as set out in the Claims Notice.
- (d) Any Claimant that wishes to assert a Claim against the Petitioners or the Directors and Officers (including those that receive a Claims Notice, but that disagree with the Claim summarized in that notice) must submit a Proof of Claim Form or a D&O Claim Form by 4:00 p.m. (Vancouver time) on August 15, 2025 (the “**Claims Bar Date**”).
- (e) Claimants with Restructuring Claims will receive a Claims Package and must submit a Proof of Claim Form by the later of: (i) 30 days after the Petitioners or the Monitor sends them a Claims Package; or (ii) the Claims Bar Date.
- (f) After a Proof of Claim has been timely submitted, the Monitor may revise or disallow Claims by issuing a NORD. Any Person who receives a NORD, and wishes to dispute it, must:
  - (i) within 10 days of receipt of the NORD, or such later date as the Monitor may agree in writing, deliver a Notice of Dispute to the Monitor; and
  - (ii) within 15 days of receipt of the Notice of Dispute, or such later date as the Monitor may agree in writing, deliver a Notice of Application (and all supporting affidavits) in respect of the Claim.

If they do not do so, the revision or disallowance of the Claim set out in the NORD will be deemed to be accepted.

13. The proposed Claims Process Order provides the Monitor with flexibility and discretion in implementing the Claims Process, including extending time periods, provided that the extension does not impact a Claimants obligation to submit a Proof of Claim Form or a D&O Claim Form within the required timelines.

### **Part 3 LEGAL BASIS**

14. The Petitioners rely on the following:

- (a) the *CCAA*;
- (b) *Supreme Court Civil Rules* of British Columbia;
- (c) the inherent jurisdiction of this Honourable Court; and
- (d) such further and other legal basis as counsel may advise and this Honourable Court may permit.

#### ***The Claims Process Order***

15. Section 11 of the *CCAA* provides this Court broad discretion to make the orders necessary to achieve the remedial objectives of the statute, including claims process orders.

*CCAA*, s 11.

*Bul River Mineral Corp (Re)*, 2014 BCSC 1732 [*Bul River*] at paras 29-30.

*Soccer Express Trading Corp (Re)*, 2020 BCSC 749, 319 ACWS (3d) 17 [*Soccer Express*] at para 106.

16. Courts routinely accept claims processes as a commonly recognized element of *CCAA* proceedings, and an important step in a restructuring. Consistent with the overall purpose of *CCAA* proceedings, the primary objective of a claims process is to provide certainty for both debtor and creditor by determining both the “universe of claims” which may be made, and the validity of such claims. The proposed Claims Process is designed to achieve both of these objectives.

*Bul River* at paras 31-32, citing *Timminco Limited (Re)*, 2014 ONSC 3393 at paras 41-43.

*Soccer Express* at para 106, 108-109.

*Quest University Canada (Re)*, 2020 BCSC 1845 at para 21.

17. While there are “no set rules” as to how a claims process is structured, courts have recognized that a claims process may be implemented early in a restructuring process in anticipation of a plan and distributions to creditors, and have considered the following factors in determining whether to approve a proposed order:

- (a) whether the monitor supports the proposed process;
- (b) whether the process is fair and reasonable to all stakeholders; and
- (c) whether the process allows for the usual steps and procedures, consistent with what has been ordered in other proceedings.

*Soccer Express* at para 108.

*Bul River* at paras 32 and 41, citing *Steels Industrial Products Ltd (Re)*, 2012 BCSC 1501 at paras 38-39.

18. Each of these factors supports the approval of the proposed Claims Process Order. The Claims Process was designed in consultation with the Monitor and the CRO, the Petitioners understand the Monitor supports the approval of the proposed Claims Process Order, and the procedures contemplated in the proposed Claims Process Order are consistent with those approved in other CCAA proceedings.

19. Further, the process is fair and reasonable to all stakeholders. Commencement of the Claims Process at this time will, among other benefits, allow the Petitioners and the Monitor to efficiently and effectively assess any potential claims, which will permit the determination of the nature, quantum and priority of potential claims and inform the timing and framework of the overall restructuring strategy. The use of a "negative notice" claims process for Terminated Employee Termination Claims and Pre-Filing Claims of Claimants whose Claims are possible to be determined by the Petitioners' books and records will result in an efficient and timely process, while providing Claimants, including Terminated Employees, with a reasonable process to dispute the assessment of their Claims, as assessed. The Claims Process gives Claimants that do not receive a Claims Notice approximately 35 days to assert their Claim.

20. The Petitioners submit that the determination of Claims at this time is necessary to allow them to advance their restructuring, including the consideration of a potential plan of arrangement, efficiently and in a timely manner.

21. The Petitioners have developed the process to include steps and procedures that are commonly found in processes approved by this Court, including that the proposed Claims Process:

- (a) addresses Pre-Filing Claims, Termination Claims, Restructuring Claims and D&O Claims, and excludes claims that cannot be compromised under the *CCAA*;
- (b) establishes broad notice and publication procedures to communicate the commencement of the proposed claims process to potential Claimants;
- (c) requires Claimants to prove their claims by the applicable claims bar date (i.e. the Claims Bar Date, the Restructuring Claim Bar Date or the Terminated Employee Claims Bar Date, as applicable), and correspondingly barring late submissions from consideration;
- (d) provides an opportunity for the Monitor to review and, if appropriate, contest any claims made; and
- (e) establishes an adjudication procedure for claims which cannot be agreed upon or settled by negotiation or adjudication.

*1057863 B.C. Ltd (Re)*, 2024 BCSC 1111 [*105 BC*] at para 30.

*Toys “R” Us (Canada) Ltd (Re)*, 2018 ONSC 609 [*Toys R Us*] at para 8.

22. In approving a claims process that included a “negative notice” option, the Ontario Superior Court of Justice [Commercial List] commented that “in all cases it is appropriate to make efforts to increase efficiency, affordability and certainty”. Similarly, this Court has noted that fairness to stakeholders includes minimizing unnecessary costs.

*Toys R Us* at paras 11-14.

*105 BC* at para 37.



23. In this case, the Petitioners propose a negative process for Terminated Employees and for Claimants where the Petitioners' records allow them to, with the consent of the Monitor, complete a Claims Notice. Where a Claims Notice will be issued, it will be included in the Claims Package. Parties receiving a Termination Claim Statement or a Claims Notice will only need to take further steps to contest their Claim if they disagree with the Termination Claim Statement or the Claims Notice that they receive.

24. All other Claimants will be required to submit a Proof of Claim Form to the Monitor by the applicable Claims Bar Date in accordance with the Claims Process Order.

25. The Petitioners believe that the proposed process allows flexibility and ensures that all Claims are addressed fairly, while minimizing, to the extent possible, the costs and time associated with the Claims Process.

26. The Petitioners believe that the proposed Claims Process is fair and reasonable and that implementing the Claims Process is appropriate and prudent at this time.

#### **Part 4 MATERIAL TO BE RELIED ON**

27. Affidavit No. 3 of Min Gyoung Kang made on June 27, 2025.

28. Affidavit No. 4 of Min Gyoung Kang made on July 2, 2025.

29. The First Report of the Monitor, filed June 13, 2025.

30. The Second Report of the Monitor, filed June 30, 2025.

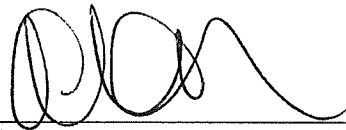
31. The Supplement to the Second Report, to be filed.

32. Such further and other materials as counsel may advise and this Honourable Court may permit.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days after service of this Notice of Application,

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
  - (i) you intend to refer to at the hearing of this application, and
  - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
  - (i) a copy of the filed Application Response;
  - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
  - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated: July 2, 2025



Signature of Lawyer for Petitioners,  
Kibben Jackson/Lisa Hiebert

***To be completed by the court only:***

Order made

☐ in the terms requested in paragraphs ..... of Part 1 of  
this Notice of Application

☐ with the following variations and additional terms:

.....  
.....  
.....

Date:

.....  
Signature of ☐ Judge ☐ Associate  
Judge

The Solicitors for the Petitioners are Fasken Martineau DuMoulin LLP, whose office address and address for delivery is 550 Burrard Street, Suite 2900, Vancouver, BC V6C 0A3 Telephone: +1 604 631 3131 E-mail: [kjackson@fasken.com](mailto:kjackson@fasken.com) (Reference: Kibben Jackson/329904.00020)

## APPENDIX

### THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

**SCHEDULE "A"**  
**SERVICE LIST**

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NYM MERGER HOLDINGS LLC and OAK AND FORT CALIFORNIA, LLC**

**PETITIONERS**

**SERVICE LIST**

(As at June 29, 2025)

Monitor's Website: <https://www.ksvadvisory.com/experience/case/oakandfort>

<p><b>Fasken Martineau DuMoulin LLP</b> 2900 – 550 Burrard Street Vancouver, BC V6C 0A3</p> <p>Attention: Kibben Jackson Lisa Hiebert Tiffany Bennett</p> <p>Email: <a href="mailto:kjackson@fasken.com">kjackson@fasken.com</a> <a href="mailto:lhiebert@fasken.com">lhiebert@fasken.com</a> <a href="mailto:tbennett@fasken.com">tbennett@fasken.com</a> <a href="mailto:svolkow@fasken.com">svolkow@fasken.com</a> <a href="mailto:jbeaulieu@fasken.com">jbeaulieu@fasken.com</a></p> <p><i>Counsel for the Petitioners</i></p>	<p><b>KSV Restructuring Inc.</b> 220 Bay Street, Suite 1300 Toronto, ON M5J 2W4</p> <p>Attention: Noah Goldstein Murtaza Tallat Dean Perlman</p> <p>Email: <a href="mailto:ngoldstein@ksvadvisory.com">ngoldstein@ksvadvisory.com</a> <a href="mailto:mtallat@ksvadvisory.com">mtallat@ksvadvisory.com</a> <a href="mailto:dperlman@ksvadvisory.com">dperlman@ksvadvisory.com</a></p> <p><i>The Monitor</i></p>
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<p><b>Bennett Jones LLP</b> 2500 Park Place, 666 Burrard Street Vancouver, BC V6C 2X8</p> <p>Attention: Sean Zweig Jesse Mighton Andrew Froh</p> <p>Email: <a href="mailto:zweigs@bennettjones.com">zweigs@bennettjones.com</a> <a href="mailto:mightonj@bennettjones.com">mightonj@bennettjones.com</a> <a href="mailto:froha@bennettjones.com">froha@bennettjones.com</a> <a href="mailto:morenoe@bennettjones.com">morenoe@bennettjones.com</a></p> <p><i>Counsel for the Monitor</i></p>	<p><b>Reflect Advisors, LLC</b> 4705 Benton Smith Road Nashville, TN 37215</p> <p>Attention: Adam Zalev Yaara Avitzur Darcy Eveleigh</p> <p>Email: <a href="mailto:azalev@reflectadvisors.com">azalev@reflectadvisors.com</a> <a href="mailto:yavitzur@reflectadvisors.com">yavitzur@reflectadvisors.com</a> <a href="mailto:develeigh@reflectadvisors.com">develeigh@reflectadvisors.com</a></p> <p><i>Chief Restructuring Officer</i></p>
<p><b>McCarthy Tétrault LLP</b> Suite 2400, 745 Thurlow Street Vancouver, BC V6E 0C5</p> <p>Attention: Lance Williams Jenna Clark Ashley Bowron</p> <p>Email: <a href="mailto:lwilliams@mccarthy.ca">lwilliams@mccarthy.ca</a> <a href="mailto:jkrclark@mccarthy.ca">jkrclark@mccarthy.ca</a> <a href="mailto:abowron@mccarthy.ca">abowron@mccarthy.ca</a> <a href="mailto:sdanielisz@mccarthy.ca">sdanielisz@mccarthy.ca</a></p> <p><i>Counsel for the DIP Lender</i></p>	
<p><b>Secured Creditors</b></p>	
<p><b>Business Development Bank of Canada</b> 1133 Melville Street, Suite 1500 Vancouver, BC V6E 4E5</p> <p>Attention: Sundeep Sihota</p> <p>Email: <a href="mailto:sundeep.sihota@bdc.ca">sundeep.sihota@bdc.ca</a></p>	<p><b>WebBank (Shopify)</b> 100 Shockoe Slip, 2nd Floor Richmond, VA 23219</p> <p>Email: <a href="mailto:capital-support@shopify.com">capital-support@shopify.com</a></p>

<b>Royal Bank of Canada</b> 36 York Mills Road, 4th Floor Toronto, ON M2P 0A4	<b>Shopify Inc.</b> 151 O'Connor Street, Ground Floor Ottawa, ON K2P 2L8  Email: <a href="mailto:contract_notices@shopify.com">contract_notices@shopify.com</a>
<b>De Lage Landen Financial Services Canada Inc.</b> 5046 Mainway, Unit 1 Burlington, ON L7L 5Z1	<b>Ford Credit Canada Leasing</b> PO Box 2400 Edmonton, AB T5J 5C7
<b>Kornfeld LLP</b> 1100 One Bentall Centre 505 Burrard Street, Box 11 Vancouver, BC V7X 1M5  Attention: Douglas Hyndman  Email: <a href="mailto:dhyndman@kornfeldllp.com">dhyndman@kornfeldllp.com</a>  <i>Counsel for Business Development Bank of Canada</i>	<b>MCM Law LLP</b> The Hive 401 - 121 5th Avenue Kamloops, BC V2C 0M1 Attention: Jennifer Cockbill  Email: <a href="mailto:jennifer@mcmlaw.ca">jennifer@mcmlaw.ca</a>  <i>Counsel for Royal Bank of Canada</i>
<b>Landlords</b>	
<b>Torys LLP</b> 79 Wellington St. W. 30th Floor (deliveries) / 33rd Floor (reception) Box 270, TD South Tower Toronto, ON M5K 1N2  Attention: David Bish  Email: <a href="mailto:dbish@torys.com">dbish@torys.com</a>  <i>Counsel for Cadillac Fairview</i>	<b>Camelino Galessiere LLP</b> 65 Queen Street West Suite 440 Toronto, ON M5H 2M5  Attention: Linda Galessiere  Email: <a href="mailto:lgalesiere@cglegal.ca">lgalesiere@cglegal.ca</a>  <i>Counsel for Ivanhoé Cambridge (JLL) and Morguard</i>

<p><b>Whitelaw Twining</b> 2400 - 200 Granville Street Vancouver, BC V6C 1S4</p> <p>Attention: John Fiddick</p> <p>Email: <a href="mailto:jfiddick@wt.ca">jfiddick@wt.ca</a></p> <p><i>Counsel for Low Tide Properties Ltd.</i></p>	<p><b>Miller Thomson LLP</b> Scotia Plaza 40 King Street West, Suite 6600 Toronto, ON M5H 3S1</p> <p>Attention: Gregory Azeff Gina Rhodes Jaclyn Tarola</p> <p>Email: <a href="mailto:gazeff@millerthomson.com">gazeff@millerthomson.com</a> <a href="mailto:grhodes@millerthomson.com">grhodes@millerthomson.com</a> <a href="mailto:itarola@millerthomson.com">itarola@millerthomson.com</a></p> <p><i>Counsel for Unibail Rodamco Westfield Group, Westfield LLC, Westfield Management LLC, Century City Mall, LLC, and V F Mall, LLC</i></p>
<p><b>Unsecured Creditors</b></p>	
<p><b>Gowling WLG (Canada) LLP</b> One Main Street West Hamilton, ON L8P 4Z5</p> <p>Attention: Chris Heinemann</p> <p>Email: <a href="mailto:christoph.heinemann@gowlingwlg.com">christoph.heinemann@gowlingwlg.com</a></p> <p><i>Counsel for China Export and Credit Insurance Corporation and Suzhou Hengrun Import &amp; Export Corp., Ltd.</i></p>	<p><b>Langlois Lawyers LLP</b> 2820, boul. Laurier, 13e étage Québec QC G1V 0C1</p> <p>Attention: Amélie Breton</p> <p>Email: <a href="mailto:amelie.breton@langlois.ca">amelie.breton@langlois.ca</a></p> <p><i>Counsel for GardaWorld</i></p>
<p><b>High Fashion Garments International Company Ltd</b> 11/F, High Fashion Centre 1-11 Kwai Hei Street, Kwai Chung New Territories, Hong Kong</p> <p>Attention: Diane Ma</p> <p>Email: <a href="mailto:DianeMa@highfashion.com.hk">DianeMa@highfashion.com.hk</a></p>	<p><b>Amex Bank of Canada</b> PO Box 3204 STN F Toronto, ON M1W 3W7</p> <p>Attention: Waseem Nanji</p> <p>Email: <a href="mailto:Waseem.Nanji@aexp.com">Waseem.Nanji@aexp.com</a></p>



Government Entities	
<p><b>Canada Revenue Agency</b> <b>Surrey National Verification and Collection Centre</b> 9755 King George Boulevard Surrey, BC V3T 5E1</p> <p>Tel: 1-866-891-7403 Fax: 1-833-697-2389</p>	<p><b>Department of Justice Canada</b> <b>British Columbia Regional Office</b> 900 - 840 Howe Street Vancouver, BC V6Z 2S9</p> <p>Attention: Aminollah Sabzevari Jessica Ko</p> <p>Email: <a href="mailto:aminollah.sabzevari@justice.gc.ca">aminollah.sabzevari@justice.gc.ca</a> <a href="mailto:jessica.ko@justice.gc.ca">jessica.ko@justice.gc.ca</a> <a href="mailto:mariam.assadi@justice.gc.ca">mariam.assadi@justice.gc.ca</a></p>
<p><b>Ministry of Attorney General</b> PO Box 9280 Stn Prov Govnt Victoria, BC V8W 9J7</p> <p>Email: <a href="mailto:AGLSBRevTaxInsolvency@gov.bc.ca">AGLSBRevTaxInsolvency@gov.bc.ca</a></p>	

## EMAIL SERVICE LIST

[kjackson@fasken.com](mailto:kjackson@fasken.com); [lhiebert@fasken.com](mailto:lhiebert@fasken.com); [tbennett@fasken.com](mailto:tbennett@fasken.com); [svolkow@fasken.com](mailto:svolkow@fasken.com);  
[jbeaulieu@fasken.com](mailto:jbeaulieu@fasken.com); [ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com); [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com);  
[dperلمان@ksvadvisory.com](mailto:dperلمان@ksvadvisory.com); [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com); [mightonj@bennettjones.com](mailto:mightonj@bennettjones.com);  
[froha@bennettjones.com](mailto:froha@bennettjones.com); [morenoe@bennettjones.com](mailto:morenoe@bennettjones.com); [azalev@reflectadvisors.com](mailto:azalev@reflectadvisors.com);  
[yavitzur@reflectadvisors.com](mailto:yavitzur@reflectadvisors.com); [develeigh@reflectadvisors.com](mailto:develeigh@reflectadvisors.com); [dhyndman@kornfeldllp.com](mailto:dhyndman@kornfeldllp.com);  
[jennifer@mcmlaw.ca](mailto:jennifer@mcmlaw.ca); [dbish@torys.com](mailto:dbish@torys.com); [lgalessiere@cglegal.ca](mailto:lgalessiere@cglegal.ca); [jfiddick@wt.ca](mailto:jfiddick@wt.ca);  
[gazeff@millerthomson.com](mailto:gazeff@millerthomson.com); [grhodes@millerthomson.com](mailto:grhodes@millerthomson.com); [jtarola@millerthomson.com](mailto:jtarola@millerthomson.com);  
[christoph.heinemann@gowlingwlg.com](mailto:christoph.heinemann@gowlingwlg.com); [sundeeep.sihota@bdc.ca](mailto:sundeeep.sihota@bdc.ca); [capital-support@shopify.com](mailto:capital-support@shopify.com);  
[contract\\_notices@shopify.com](mailto:contract_notices@shopify.com); [aminollah.sabzevari@justice.gc.ca](mailto:aminollah.sabzevari@justice.gc.ca); [jessica.ko@justice.gc.ca](mailto:jessica.ko@justice.gc.ca);  
[mariam.assadi@justice.gc.ca](mailto:mariam.assadi@justice.gc.ca); [AGLSBRevTaxInsolvency@gov.bc.ca](mailto:AGLSBRevTaxInsolvency@gov.bc.ca);  
[amelie.breton@langlois.ca](mailto:amelie.breton@langlois.ca); [DianeMa@highfashion.com.hk](mailto:DianeMa@highfashion.com.hk); [Waseem.Nanji@aexp.com](mailto:Waseem.Nanji@aexp.com);  
[lwilliams@mccarthy.ca](mailto:lwilliams@mccarthy.ca); [jkrclark@mccarthy.ca](mailto:jkrclark@mccarthy.ca); [abowron@mccarthy.ca](mailto:abowron@mccarthy.ca);  
[sdanielisz@mccarthy.ca](mailto:sdanielisz@mccarthy.ca);

**SCHEDULE “B”**

**DRAFT ORDER**

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
RSC 1985, c C-36, as amended

and

IN THE MATTER OF OAK AND FORT CORP., 1282339 B.C. LTD.,  
OAK AND FORT US GROUP, INC., OAK AND FORT ENTERPRISE (U.S.), INC., NYM  
MERGER HOLDINGS LLC AND OAK AND FORT CALIFORNIA, LLC

PETITIONERS

**ORDER MADE AFTER APPLICATION**  
**(Claims Process Order)**

BEFORE THE HONOURABLE MADAM )  
JUSTICE FITZPATRICK ) JULY 4, 2025  
)

**ON THE APPLICATION** of the Petitioners coming on for hearing at Vancouver, British Columbia, on this 4<sup>th</sup> day of July, 2025 (the “**Order Date**”); **AND ON HEARING** Lisa Hiebert and Tiffany Bennett, counsel for the Petitioners, and those other counsel listed on **Schedule “A”** hereto; **AND UPON READING** the application material filed, including the First Affidavit of Min Gyoung Kang made affirmed June 6, 2025, the Second Affidavit of Min Gyoung Kang affirmed June 12, 2025, the Third Affidavit of Min Gyoung Kang affirmed July 2, 2025, the First Report of the Monitor dated June 13, 2025, and the Second Report of the Monitor dated June 30, 2025 and the Supplement to the Second Report of the Monitor dated July [●], 2025; **AND PURSUANT TO** the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), the *Supreme Court Civil Rules* and the inherent jurisdiction of this Honourable Court;

**THIS COURT ORDERS AND DECLARES THAT:**

**DEFINITIONS, TIME AND CURRENCY DENOMINATION**

1. All capitalized terms not otherwise defined in this order shall have the definitions set out in **Schedule “B”**. All references to the singular in this Order include the plural and the plural include the singular.

2. All references as to time shall mean local time in Vancouver, British Columbia, Canada, any reference to an event occurring on a Business Day shall mean prior to 4:00 p.m. on such Business Day unless otherwise indicated in this Order and any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.

3. Any Claims denominated in a currency other than Canadian Dollars shall be converted to Canadian Dollars at the Bank of Canada noon spot rate in effect on the Filing Date.

**CLAIMS PROCESS APPROVED**

4. The Claims Process, including the Claims Bar Date, the Terminated Employees Claims Bar Date and the Restructuring Claims Bar Date, is hereby approved.

5. The Petitioners and the Monitor are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed and the time by which they are submitted, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms, and may request any further documentation from a Claimant that the Petitioners or the Monitor may require in order to enable them to determine the validity of a Claim.

6. Copies of all forms delivered by or to a Claimant and determinations of Claims by the Monitor, or the Court, as the case may be, shall be maintained by the Monitor and, subject to further order of the Court, such Claimant will be entitled to have access by appointment during normal business hours on reasonable written request to the Monitor and the Petitioners.

## MONITOR'S ROLE IN CLAIMS PROCESS

7. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the *CCAA* and under the SARIO, shall have the rights, duties and responsibility set out in this Order in connection with the administration of the Claims Process and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order.

8. The Monitor (i) shall have all of the protections given to it by the *CCAA*, the SARIO, any other orders of the Court in the *CCAA* Proceedings, and this Order, or as an officer of the Court, including the stay of proceedings in its favour, (ii) shall incur no liability or obligation as a result of carrying out the provisions of this Order, other than in respect of its gross negligence or wilful misconduct; (iii) shall be entitled to rely on the books and records of the Petitioners and any information provided by the Petitioners, all without independent investigation, (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information; and (v) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Order from the Petitioners, including, without limitation, making such inquiries and obtaining such records and information as it deems appropriate in connection with the Claims Process, but for grater certainty shall not take direction from the Petitioners.

9. The Petitioners and their current and former shareholders, Officers, Directors, employees, agents and representatives shall fully cooperate with the Monitor in the exercise of its powers and discharge of its duties and obligations under this Order.

## CLAIMS PROCESS FORMS

10. Each of the:

- (a) Claims Process Instruction Letter attached as **Schedule "C"**;
- (b) Proof of Claim Form attached as **Schedule "D"**;

- (c) D&O Claim Form attached as **Schedule “E”**
- (d) Notice of Revision or Disallowance attached as **Schedule “F”**;
- (e) Notice of Dispute attached as **Schedule “G”**;
- (f) Claims Notice attached as **Schedule “H”**;
- (g) Notice to Claimants attached as **Schedule “I”**;
- (h) Termination Claim Statement attached as **Schedule “J”**; and
- (i) Terminated Employee Notice of Dispute attached as **Schedule “K”**,

are hereby approved in substantially the forms attached to this Order. Despite the foregoing, the Petitioners and the Monitor may, from time to time, make minor changes to such forms as the Petitioners and Monitor consider necessary or desirable.

#### **NOTICE OF CLAIMS PROCESS**

11. Forthwith after the Order Date, and in any event within 2 Business Days following the Order Date, the Monitor shall post on the Case Website copies of this Claims Process Order, the Claims Process Instruction Letter, a blank Proof of Claim Form, a blank D&O Claim Form and a blank Notice of Dispute.

12. As soon as practicable after the Order Date, and in any event within 5 Business Days following the Order Date, the Monitor shall clause the Notice to Claimants, in substantially the form attached as Schedule I to be published in The Globe and Mail (National Edition) and the Wall Street Journal, with such notice being published for at least two (2) Business Days.

13. The posting of the documents enumerated in paragraph 11, the sending to the Claimants of the Claims Package in accordance with this Order, and the completion of the other requirements of this Order shall constitute good and sufficient service and delivery of notices of this Order, the Claims Process, and the Claims Bar Date on all Persons who may be entitled to

receive notice thereof or of these proceedings and who may wish to assert a Claim, or who may wish to appear in these proceedings. No other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order or the Claims Process.

14. The accidental failure to transmit or deliver the Claims Package by the Petitioners or the Monitor in accordance with this Order or the non-receipt of such materials by any Person entitled to delivery of such materials shall not invalidate the Claims Process or the Claims Bar Date.

#### **NOTICE TO CLAIMANTS**

15. With respect to any Claimants that are known to the Petitioners or the Monitor, the Petitioners and the Monitor are authorized and directed to implement the Claims Process with respect to those Claimants by, as soon as practicable following the Order Date and in any event no later than 5 Business Days following the Order Date, sending to them a copy of the following:

- (a) a Claims Process Instruction Letter;
- (b) with the consent of the Monitor, with respect to any Claimants of which the Petitioners are aware and have sufficient information to make a reasonable assessment, a Claims Notice, which shall set forth the Claim which such Claimant has against any or all of the Petitioners, according to the Petitioners' books and records;
- (c) a blank Proof of Claim Form;
- (d) a blank D&O Claim Form;
- (e) this Claims Process Order (with Schedule B, but without other schedules); and
- (f) in the case of any Terminated Employees, an Employee Claims Package.



16. Upon the termination of any Employee following the date on which Employee Claims Packages are distributed pursuant to paragraph 15(f) of this Order (such employee, on their termination, becoming a Terminated Employee), the Petitioners or the Monitor, upon becoming aware of such termination, shall, either concurrent with such termination or as soon as possible, and in any event within five (5) Business Days thereafter, deliver an Employee Claims Package to the Terminated Employee.

17. To the extent that any Person that does not receive a Claims Package seeks documents relating to the Claims Process, they shall, prior to the Claims Bar Date, make such request to the Monitor and the Monitor shall cause a Claims Package to be sent to such Claimant or direct the Claimant to the documents posted on the Case Website, and otherwise respond to any reasonable request relating to the Claims Process as may be appropriate in the circumstances.

## **SERVICE**

18. The Petitioners and the Monitor may, unless otherwise specified by this Order, serve and deliver any letters, notices or other documents to Claimants or any other Person by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to such Persons at their respective addresses or contact information as last shown on the records of the Petitioners or set out in a Proof of Claim Form or a D&O Claim Form. Any such service and delivery shall be deemed to have been received: (a) if sent by registered mail, on the third Business Day following dispatch; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by electronic transmission, by 4:00 p.m. on a Business Day, on such Business Day and if delivered after 4:00 p.m. on a Business Day or other than on a Business Day, on the following Business Day.

19. Any Proof of Claim Form, D&O Claim Form, Notice of Dispute or other notice or communication required to be provided or delivered by a 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 prepaid registered mail, courier, personal delivery or email addressed to:

**KSV Restructuring Inc.**, in its capacity as the Court-Appointed CCAA Monitor of Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC

220 Bay Street, Suite 1300  
Toronto ON M5J 2W4

Attention: Roni Levit  
Phone: 416-932-6021  
Email: oakandfort@ksvadvisory.com

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof by the Monitor if received before 4:00 p.m. on a Business Day or, if delivered after 4:00 p.m. on a Business Day or other than on a Business Day, on the next Business Day.

20. If, during any period in which notice or other communications are being given or sent pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notice or other communications sent by ordinary or prepaid registered mail and then not received shall not, absent further order of this Court, be effective and notices and other communications given during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Claims Process Order.

21. In the event this Claims Process Order is later amended by further order, the Monitor shall post such further Order on the Case Website and the Monitor may serve such further order on the Service List and such posting and service (if any) shall constitute adequate notice of the amendments made.

#### **CLAIM PROCESS FOR EMPLOYEE CLAIMS**

22. If a Terminated Employee wishes to dispute the amount and/or nature of the Termination Claim set forth in the Termination Claim Statement delivered to such Terminated Employee or to assert an additional Claim in relation to the Petitioners other than the Termination Claim set forth in the Termination Claim Statement, the Terminated Employee shall deliver a Terminated

Employee Notice of Dispute to the Monitor so that it is actually received by the Monitor by no later than the Terminated Employee Claims Bar Date. Such Terminated Employee shall specify in the Terminated Employee Notice of Dispute the details of the dispute with respect to the Termination Claim set forth in the Termination Claim Statement or the additional Claim, as applicable.

23. If a Terminated Employee does not deliver to the Monitor a completed Terminated Employee Notice of Dispute such that it is received by the Monitor by the Terminated Employee Claims Bar Date, then such Terminated Employee shall be deemed to have accepted the valuation and/or nature of the Termination Claim as set forth in the Termination Claim Statement.

24. If, after the date on which a Termination Claim Statement is delivered to a Terminated Employee, the Monitor, in consultation with the Petitioners, determines that it is appropriate to change the amount or nature of the Termination Claim set forth in the Termination Claim Statement, the Monitor shall cause an amended Termination Claim Statement (an "**Amended Termination Claim Statement**") to be delivered to such Terminated Employee, which Amended Termination Claim Statement and the revised Termination Claim specified therein shall supersede any previous Termination Claim Statement delivered to such Terminated Employee. If the Terminated Employee wishes to dispute the amount an/or nature of the Termination Claim set forth in the Amended Termination Claim Statement, such Terminated Employee shall be required to deliver a Terminated Employee Notice of Dispute so that it is actually received by the Monitor on or before the later of (i) the Terminated Employee Claims Bar Date, and (i) thirty (30) days after the date on which the Amended Termination Claim Statement is deemed to be delivered to the Terminated Employee.

25. Any Terminated Employee that does not deliver a Terminated Employee Notice of Dispute in respect of a Termination Claim Statement or an Amended Termination Claim Statement, if applicable, pursuant to paragraphs 22 and 24, as applicable, shall be forever barred from disputing the amount or nature of the Termination Claim set forth in the Termination Claim Statement or Amended Termination Claim Statement, as applicable, and any Claim of a different classification or nature or in excess of the amount specified in the Termination Claim Statement

or Amended Termination Claim Statement, as applicable, shall be forever barred and extinguished.

**FILING PROOFS OF CLAIM FOR PRE-FILING CLAIMS (OTHER THAN  
EMPLOYEE CLAIMS) OR D&O CLAIMS**

26. Any Person that (a) receives a Claims Notice and (b) agrees with the Claim set forth in the Claims Notice, shall, subject only to further order of this Court, be deemed to have accepted the Claim set forth in the Claims Notice and such Claim will be a Proven Claim. For greater certainty, those Persons that agree with the Claim set forth in the Claims Notice shall not be required to file any Claims Process Forms with the Monitor to prove such Claim.

27. Any Person that (a) receives a Claims Notice and (b) wishes to dispute any Claim as set forth in that Claims Notice must submit a Proof of Claim Form or a D&O Claim Form, as applicable, to the Monitor in the manner set out in paragraph 19 so that the Proof of Claim Form is received by the Monitor no later than the Claims Bar Date. Failure to submit a Proof of Claim Form or a D&O Claim Form to the Monitor by the Claims Bar Date will result in such Person's Claim being allowed for the amount set forth in the Claims Notice.

28. Any Person (other than a Terminated Employee in respect of a Termination Claim as set out in a Termination Claim Statement) that (a) receives a Claims Package, but does not receive a Claims Notice and (b) wishes to assert a Claim, including a D&O Claim, must submit a Proof of Claim Form or a D&O Claim Form, as applicable, to the Monitor in the manner set out in paragraph 19 so that the Proof of Claim Form or D&O Claim Form is received by the Monitor no later than the Claims Bar Date. Failure to submit a Proof of Claim Form or a D&O Claim Form by the Claims Bar Date will result in a Person's Claim, if any, being forever barred and extinguished and, for greater certainty, such Person will be forever prohibited from making or enforcing a Claim against the Petitioners or, in the case of a D&O Claim, against Directors or Officers, and such Person will not be entitled to receive any further notice in respect of the Claims Process.

29. If a Person does not receive a Claims Package but wishes to assert a Claim against the Petitioners, their Directors or Officers, or any of them, such Person must submit a Proof of Claim

Form or a D&O Claim Form, as applicable to the Monitor in the manner set out in paragraph 19 hereof so that the Proof of Claim Form or D&O Claim Form is received by the Monitor no later than the Claims Bar Date. The failure by a Person who did not receive a Claims Package to submit a Proof of Claim Form or D&O Claim Form to the Monitor by the Claims Bar Date will result in such Person's Claim, if any, being forever barred and extinguished and, for greater certainty, such Person will be forever prohibited from making or enforcing a Claim against the Petitioners or, in the case of a D&O Claim, against Directors or Officers.

### **FILING PROOFS OF CLAIM FOR RESTRUCTURING CLAIMS**

30. Notwithstanding paragraphs 26 to 29, any Claimant who wishes to assert a Restructuring Claim against any of the Petitioners or any Director or Officer shall submit a Proof of Claim with the Monitor in the manner set out in paragraph 19 so that the Proof of Claim is received by the Monitor by no later than the Restructuring Claims Bar Date. All other dates in this Order (other than the Claims Bar Date) shall apply equally to Restructuring Claims.

31. Any Person that does not file a Proof of Claim in respect of a Restructuring Claim as provided in paragraph 30 so that such Proof of Claim is received by the Monitor on or before the Restructuring Claims Bar Date, or such later date as the Monitor, or the Petitioners with the consent of the Monitor, may agree in writing, or the Court otherwise directs, shall:

- (a) be and is forever barred, estopped, and enjoined from asserting or enforcing any Claim against any of the Petitioners or any Director or Officer and all such Claims shall be forever extinguished; and
- (b) not be entitled to receive further notice in respect of the Claims Process.

### **ADJUDICATION OF CLAIMS**

32. The Monitor shall review all Proof of Claim Forms and D&O Claim Forms received and the Monitor, in consultation with the Petitioners, shall:

- (a) accept the Claim set out in such Proof of Claim Form or D&O Claim Form, as applicable, in its entirety;
- (b) revise the amount, secured status, or priority of the Claim set out in the Proof of Claim Form or D&O Claim Form, as applicable, for voting and/or distribution purposes; or
- (c) disallow the Claim set out in the Proof of Claim Form or D&O Claim Form, as applicable, in its entirety for voting and/or distribution purposes.

33. If the Monitor, after consultation with the Petitioners (and, as the Monitor may deem appropriate, any Director or Officer against whom a D&O Claim is asserted or their counsel), wishes to disallow a Claim or revise the amount, secured status, or priority of the Claim set out in a Proof of Claim Form or D&O Claim Form, as applicable, the Monitor send such Person a Notice of Revision or Disallowance advising that the Person's Claim as set out in its Proof of Claim Form or D&O Claim Form, as applicable, has been revised or disallowed and the reasons therefor. If the Monitor does not send a Notice of Revision or Disallowance to a Person, the Claim as set out in the applicable Proof of Claim Form or D&O Claim Form shall be a Proven Claim. Unless otherwise agreed to by the Monitor, or ordered by the Court, all Claims set out in Proof of Claim Forms and D&O Claim Forms that are filed after the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, are deemed to be disallowed, and the Monitor need not deliver a Notice of Revision or Disallowance in respect of such Claim.

34. Any Person who is sent a Notice of Revision or Disallowance pursuant to paragraph 32 of this Order and who wishes to dispute such Notice of Revision or Disallowance must:

- (a) within ten (10) days after the date of the applicable Notice of Revision or Disallowance or such other date as may be agreed in writing to by the Monitor, deliver a completed Notice of Dispute to the Monitor; and
- (b) within fifteen (15) days after the date of the Notice of Dispute or such other date as may be agreed in writing by the Monitor, file with the Court, and deliver to the Monitor and the Petitioners, a Notice of Application and all affidavits in support,

to resolve the Disputed Claim (an “**Adjudication Application**”), which application shall be made in these proceedings and heard as a hearing *de novo*. If the Adjudication Application is in respect of a D&O Claim, the materials must also be delivered to the applicable Director or Officer.

35. If a Claimant who is sent a Notice of Revision or Disallowance pursuant to paragraph 32 fails to deliver a Notice of Dispute and Adjudication Application within the time limits in paragraph 34, then, subject only to further order of this Court, the Claim shall be deemed accepted at the amount, secured status, and priority set forth in the Notice of Revision or Disallowance, if any, and the Claimant will:

- (a) if the entire Claim is disallowed:
  - (i) not be entitled to attend any Creditors’ meeting or vote on any Plan if one is filed on account of such Claim;
  - (ii) not be permitted to participate in any distribution or receive any other consideration under any Plan if one is filed on account of any such Claim;
  - (iii) not be entitled to receive any further notice in respect of the Claims Process; and
  - (iv) be forever barred and enjoined from asserting or enforcing any Claim against the applicable Petitioner or any D&O Claim against any of the Directors or Officers, and all such Claims shall be forever barred and extinguished; and
- (b) where the Claim has been revised:
  - (i) possess a Proven Claim in the amount, secured status and priority of such revised Claim;

- (ii) only be entitled to vote on any Plan if one is filed to the extent of the amount, secured status, or priority of such revised Claim;
- (iii) only be entitled to receive any distribution or any other consideration under any Plan if one is filed in an amount proportionate to the revised amount and in accordance with any revised security status or priority of such Claim; and
- (iv) be forever barred and enjoined from asserting or enforcing any Claim (A) greater than the revised amount, or (B) with a different security status or priority against the applicable Petitioner, or the Directors and/or Officers thereof (if applicable).

36. The Claims Bar Date and Restructuring Claims Bar Date, and the amount and status of every Proven Claim as determined under the Claims Process, including any determination as to the nature, amount, value, priority or validity of any Claim, shall be final for all purposes including in respect of any Plan and voting thereon (unless otherwise provided for in any subsequent order of this Court), and for any distribution made or consideration provided to Creditors, whether in these proceedings or in any of the proceedings authorized by this Court or permitted by statute, including a receivership proceeding or a bankruptcy affecting the Petitioners.

37. Notwithstanding anything contained in this Claims Process Order, Unaffected Claims shall not be extinguished or otherwise affected by this Claims Process Order.

38. Notwithstanding anything to the contrary in this Order, the Monitor may at any time:

- (a) refer a Claim for resolution to this Court for any purpose where in the Monitor's discretion, in consultation with the Petitioners (and, as the Monitor may deem appropriate, any Director or Officer against whom a D&O Claim is asserted or their counsel), such a referral is preferable or necessary for the resolution or the valuation of the Claim;



- (b) in writing, accept the amount of a Claim for voting purposes without prejudice to the right of a Petitioner or any affected Director or Officer to later contest the validity or amount of such Claim;
- (c) in consultation with the Petitioners, settle and resolve any Disputed Claims other than a D&O Claim;
- (d) extend the time period within which the Monitor, a Claimant or any other party is required to take any steps related to the adjudication of Claims pursuant to this Claims Process Order, provided that no extension of time by the Monitor with respect to the adjudication of Claims pursuant to this paragraph or otherwise shall impact a Claimant's obligations to deliver a Proof of Claim Form or a D&O Claim Form, as the case may be, to the Monitor pursuant to the terms of this Order, or the application of the Claims Bar Date to any Claimant.

#### **SET-OFF**

39. Any Petitioner may set off (whether by legal, equitable, or contractual set-off) against payments or other distributions to be made to any Creditor, any claims of any nature whatsoever that such Petitioner may have against such Creditor; however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by such Petitioner of any such claim against such Creditor.

#### **NOTICE OF TRANSFEREES**

40. If the holder of a Claim has transferred or assigned the whole of such Claim to another Person, neither the Monitor or the Petitioners shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received and acknowledged in writing by the Monitor on or before 4:00 p.m. on the date that is seven (7) days prior to the Claims Bar Date or the Restructuring Claims Bar Date, as applicable. Subject to further order of the Court, any transferee or assignee of a Claim: (a) shall for the purposes of the Claims Process be bound by any notices given or steps

taken in respect of such Claim in accordance with the Claims Process prior to receipt and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment; (b) takes the Claim subject to any defences or rights which the Petitioners may have in respect thereof including any right of setoff to which the Petitioners may be entitled. For greater certainty: (a) a transferee or assignee of a Claim is not entitled to set off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Petitioners; and (ii) Claims acquired by a transferee or assignee will not merge, consolidate or combine with any of the transferee's or assignee's other Claims.

41. Reference to a transfer or assignment in this Order includes a transfer or assignment whether absolute or intended as security.

#### **GENERAL PROVISIONS**

42. Notwithstanding any other provisions of this Order, the delivery by the Petitioners or the Monitor of a Claims Package, and the filing by any Person of any Claims Process Forms shall not, for that reason alone, grant any Person standing in these proceedings or rights under any Plan if one is filed.

43. In the event of any discrepancy between this Order and the Claims Process Instruction Letter, this Order shall govern.

44. **THIS COURT REQUESTS** the aid and recognition of other Canadian and foreign Courts, tribunals, and regulatory or administrative bodies, including any court or administrative tribunal of any federal or State Court or administrative body in the United States of America (each a "**Foreign Court**"), to act in aid of and to be complementary to this Court in carrying out the terms of this Claims Process Order where required. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and 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 Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

45. Each of the Petitioners and the Monitor is at liberty and is hereby authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

46. The Monitor, the Petitioners and any other Person affected may apply to this Court from time to time for directions from the Court with respect to this Claims Process Order and the Claims Process, or for such further order or orders as any of them may consider necessary or desirable to amend, supplement or replace this Claims Process Order, including the schedules to this Claims Process Order, on not less than seven (7) days' notice to all parties on the Service List and to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

47. The Monitor and the Petitioners may, from time to time, apply to this Court to extend the time for any action which the Monitor or the Petitioners are required to take, if reasonably required to carry out their duties and obligations pursuant to this Order, and the Monitor may apply for advice and directions concerning the discharge of its powers and duties under this Order or the interpretation or application of this Order.

48. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

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Signature of Kibben Jackson/Lisa Hiebert,  
Lawyer for the Petitioners


BY THE COURT

---

REGISTRAR

**Schedule "A"**

**Appearance List**

<b>Counsel Name</b>	<b>Party Represented</b>
	KSV Restructuring Inc.

## **Schedule “B”**

### **Definitions**

1. **“Assessments”** means Claims of His Majesty the King in Right of Canada or any Province or Territory or Municipality, state, county or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may have arisen under any notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
2. **“Business Day”** means any day other than a Saturday, Sunday, or a day on which banks in Vancouver, British Columbia are authorized or obligated by applicable law to close or otherwise are generally closed;
3. **“Case Website”** means the Monitor’s website located at <https://www.ksvadvisory.com/experience/case/oakandfort>;
4. **“CCAA”** means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
5. **“CCAA Charges”** means, collectively, the Administration Charge, the Directors’ Charge, the Interim Lender’s Charge, the Intercompany Charge (each as defined in the SARIO), and any other charge over the Petitioners’ assets created by any other order of this Court in the CCAA Proceedings;
6. **“CCAA Proceedings”** means the proceedings commenced by the Petitioners under the CCAA on June 6, 2025 in the Supreme Court of British Columbia Action No. S-254287, Vancouver Registry;
7. **“Claim”** means any right or claim of any Person that may be asserted or made in whole or in part against any or all of the Petitioners or their Directors and Officers, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind

whatsoever, and any interest accrued thereon or costs payable in respect thereof, in existence on, or which is based on an event, fact, act or omission which occurred at law or in equity, including by reason of the commission of a tort (intentional or unintentional), any breach of contract or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any reason whatsoever against the any or all of the Petitioners or their property or assets, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any Assessments and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, including, without limitation: (a) any Pre-Filing Claim; (ii) any D&O Claim; (ii) any Restructuring Claim and shall, for greater certainty, include any Claim arising through subrogation against any Petitioner or any Director or Officer, but does not include an Unaffected Claim;

8. **“Claimant”** means a Person asserting a Pre-Filing Claim or a Restructuring Claim against the Petitioners, or any of them, or a Person asserting a D&O Claim against any of the Directors or Officers of any of the Petitioners;

9. **“Claims Bar Date”** means 4:00 p.m. (Vancouver time) on August 15, 2025, or such other date as may be ordered by the Court;

10. **“Claims Notice”** means the notice sent to potential Claimants of a Petitioner substantially in the form attached as Schedule H to the Claims Process Order setting out the amount, secured status, and priority of a Claim where the applicable Petitioners have sufficient information to, in consultation with the Monitor, make a reasonable assessment of such Claim according to the books and records of such Petitioners;

11. **“Claims Package”** means the document package which shall be disseminated to any potential Claimant in accordance with the terms of the Claims Process Order, including a copy of

the Order (with Schedule B but without other schedules), the Claims Process Forms and such other materials as the Monitor, in consultation with the Petitioners, may consider appropriate;

12. “**Claims Process**” means the determination and adjudication of Claims to be undertaken and administered by the Monitor pursuant to the terms of this Claims Process Order;

13. “**Claims Process Forms**” means the Claims Process Instruction Letter, Claims Notice (if applicable), Proof of Claim Form, D&O Claim Form, Notice of Revision or Disallowance, and Notice of Dispute of Revision or Disallowance;

14. “**Claims Process Instruction Letter**” means the letter substantially in the form attached as Schedule C to the Claims Process Order explaining the Claims Process;

15. “**Claims Process Order**” means the order of this Court made in these proceedings on July 4, 2025 establishing the Claims Process;

16. “**Court**” means the Supreme Court of British Columbia;

17. “**Creditor**” means any Person having a proven Claim, and includes, without limitation, the transferee or assignee of a transferred Claim that is recognized as a Creditor in accordance with paragraph 40 of this Claims Process Order, or a trustee, liquidator, receiver, manager, or other Person acting on behalf of such Person;

18. “**D&O Claim**” means any Claim of any Person against one or more of the Directors or Officers, howsoever arising, for which any of the Directors or Officers are by statute or otherwise by law liable to pay in their capacity as Directors or Officers or in any other capacity;

19. “**D&O Claim Form**” means the form on which a Person may set out its D&O Claim, substantially in form attached as Schedule E to the Claims Process Order;

20. “**Director**” means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director of a Petitioner;

21. **“Disputed Claim”** means, with respect to a Claim, the amount of the Claim or such portion thereof which has not been determined to be a Proven Claim in accordance with the process set forth in the Claims Process Order, which is disputed and which is subject to adjudication in accordance with the Claims Process Order, and is not barred pursuant to the Claims Process Order;

22. **“Employee”** means anyone who is or was or may be deemed to be or have been whether by statute, operation of law or otherwise, a current or former employee of any Petitioner, whether on a full-time, part-time or temporary basis, other than a Director or Officer, including any individuals on disability leave, parental leave or other absence;

23. **“Employee Claims Package”** means the document package which shall be disseminated by the Monitor or the Petitioners to any Terminated Employee in accordance with the Claims Process Order, including a Termination Claim Statement, a Notice of Dispute form, and such other materials as the Monitor, in consultation with the Petitioners, may consider appropriate;

24. **“Equity Claim”** has the meaning set forth in section 2(1) of the CCAA;

25. **“Filing Date”** means, in respect of Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc. and Oak and Fort Enterprise (U.S.), Inc., June 2, 2025, and, in respect of NYM Merger Holdings LLC and Oak and Fort California, LLC, June 3, 2025, in each case, as applicable;

26. **“includes”** means includes, without limitation, and **“including”** means including, without limitation;

27. **“Initial Order Date”** means June 6, 2025;

28. **“Monitor”** means KSV Restructuring Inc. in its capacity as Court-appointed Monitor of the Petitioners;

29. **“Notice of Disclaimer or Resiliation”** means a written notice, in any form, issued on or after the Filing Date, advising a Person of the disclaimer, resiliation or termination of any



contract, including any employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, and whether such disclaimer, resiliation or termination took place, or takes place, before or after the Order Date;

30. **“Notice of Dispute”** means the notice substantially in the form attached as Schedule G to the Claims Process Order that may be delivered by a Person who has received a Notice of Revision or Disallowance to dispute such Notice of Revision or Disallowance;

31. **“Notice of Revision or Disallowance”** means the notice substantially in the form attached as Schedule F to the Claims Process Order that may be delivered by the Monitor to a Person advising that the Person’s Claim has been revised or disallowed in whole or in part as set out in its Proof of Claim Form or D&O Claim Form;

32. **“Notice to Claimants”** means the notice for publication in substantially the form attached as Schedule I to the Claims Process Order;

33. **“Officer”** means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer of a Petitioner;

34. **“Person”** means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status;

35. **“Plan”** means any plan of arrangement or compromise or distribution presented by or in respect of the Petitioners pursuant to the CCAA;

36. **“Pre-Filing Claim”** means any right or Claim of any Person that may be asserted or made in whole or in part against a Petitioner whether or not asserted or made, in connection with any indebtedness, liability, agreement, or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, in existence on, or which is based on an event, fact, act or omission which occurred, in whole or in part prior to the Filing Date, at law or

in equity, including by reason of the commission of a tort (intentional or unintentional), any breach of contract or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), any equity interest or for any reason whatsoever against such Petitioner or its property or assets, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any Assessments and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims not referred to above that are or would be claims provable in bankruptcy had such Petitioner become bankrupt on the Filing Date, and for greater certainty, includes a Secured Claim, or any Equity Claim;

37. **“Proof of Claim Form”** means the form to be completed and filed by a Person who wishes to assert a Claim that is not a D&O Claim, substantially in the form attached as Schedule D to the Claims Process Order;

38. **“Proven Claim”** means, any Claim that has been deemed to be a Proven Claim or otherwise admitted in whole or in part pursuant to the provisions of the Claims Process Order;

39. **“Restructuring Claim”** means any right or claim of any Person against the Petitioners in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Petitioners to such Person arising out of the disclaimer, resiliation or termination on or after the Initial Order Date of any contract including any employment agreement, lease or other agreement or arrangement, whether written or oral, and whether such disclaimer, resiliation or termination took place or takes place before or after the date of this Claims Process Order, and includes for greater certainty any right or claim of an employee of the Petitioners arising from a termination of its employment after the Initial Order Date; provided, however, that “Restructuring Claim” shall not include an Unaffected Claim;

40. **“Restructuring Claims Bar Date”** means, in respect of a Restructuring Claim, the later of: (a) 30 days after the Petitioners or the Monitor send a Claims Package with respect to a Restructuring Claim; and (b) the Claims Bar Date;
41. **“Secured Claim”** means a Claim of a Claimant who asserts that it is a “secured creditor” within the meaning of the CCAA;
42. **“Service List”** means the service list maintained by the Monitor in these proceedings and posted on the Case Website;
43. **“Termination Claim”** means the Claim of any Terminated Employee in respect of the termination of such Terminated Employee's employment, whether under contract, common law, statute or otherwise, including for termination and severance pay, which for the purposes of the Claims Procedure order will be calculated by the Petitioners in consultation with the Monitor and set out in a Termination Claim Statement;
44. **“Termination Claim Statement”** means the claim statement prepared by the Petitioners, in consultation with the Monitor, to be disseminated by the Petitioners or the Monitor to all Terminated Employees, which notice shall state the amount of such Terminated Employee's Termination Claim for voting and distribution purposes, and which notice shall be substantially in the form attached as Schedule J to the Claims Procedure Order;
45. **“Terminated Employee”** means any Employee of any one of the Petitioners on or after the Filing Date who received notice of termination of employment on or after the Filing Date or whose employment with any of the Petitioners was otherwise terminated on or after the Filing Date;
46. **“Terminated Employee Claims Bar Date”** means 4:00 p.m. (Vancouver time) on the day that is the later of (i) the Claims Bar Date, and (ii) thirty-five (35) days after the date on which the Monitor sends an Employee Claims Package;
47. **“Terminated Employee Notice of Dispute”** means the notice, substantially in the form attached as Schedule K to the Claims Procedure Order, which may be delivered to the Monitor

by a Terminated Employee disputing a Termination Claim Statement, with reasons for its dispute;

48. **“this Order”** means the Claims Process Order to which this Schedule B is appended;

49. **“Unaffected Claim”** means, collectively, and subject to further order of this Court:

- (a) any right or claim of any Person that may be asserted against any of the Petitioners in connection with any indebtedness, liability or obligation which arose after the Filing Date (other than Restructuring Claims and D&O Claims), and any interest thereon;
- (b) any Claim secured by any of the CCAA Charges;
- (c) any Claim that cannot be compromised due to the provisions of sections 5.1(2) and 19(2) of the CCAA;
- (d) any Claim in respect of any payments referred to in sections 6(3), 6(5) and 6(6) of the CCAA; and
- (e) any claim for wrongful or oppressive conduct by any of the Petitioners or any of their Directors or Officers.

**Schedule "C"**

**Claims Process Instruction Letter**

*(See attached.)*

**CLAIMS PROCESS INSTRUCTION LETTER**

**IN THE MATTER OF OAK AND FORT CORP., 1282339 B.C. LTD, OAK AND FORT  
US GROUP, INC., OAK AND FORT ENTERPRISE (U.S.), INC., NYM MERGER  
HOLDINGS LLC, AND OAK AND FORT CALIFORNIA, LLC**

This Instruction Letter must be read together with the Claims Process Order of the Supreme Court of British Columbia granted on July 4, 2025 (the “**Claims Process Order**”). The Claims Process Order establishes a Claims Process by which Claims against Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC (together, the “**O&F Entities**”) and its Directors and Officers may be proved.

A copy of the Claims Process Order is enclosed in the Claims Package you received and is also available at <https://www.ksvadvisory.com/experience/case/oakandfort>. All capitalized terms not otherwise defined in this document have the same meanings as are found in Schedule “B” of the Claims Process Order.

As part of the Claims Process, you have been identified as potentially having a Claim against one or more of the O&F Entities. This Instruction Letter provides important details regarding the documents sent to you in the Claims Package and how to respond to them.

**Please note that certain steps you may wish to take with respect to your Claim must be done prior to the Claims Bar Date, which is 4:00 p.m. (Vancouver time) on August 15, 2025. Failure to take certain actions prior to the Claims Bar Date may impact any Claim you may have and can result in a Claim becoming forever barred or extinguished.**

**A. Scope of Claims**

The definition of “Claim” is found in the Claims Process Order.

A “Claim” includes (without limitation) a claim of any right of ownership or of title to property or assets or right to a trust or deemed trust for any reason whatsoever against the O&F Entities or their property or assets.

**B. If You Have Received a Claims Notice**

Where the O&F Entities, with the assistance of the Monitor, have sufficient information to make a reasonable assessment of a Claim, the applicable entity has set out the amount and status of that Claim based on the Petitioners’ books and records in the Claims Notice included in the Claims Package.

If you have received a Claims Notice you have two options:

- (a) **If you do not wish to dispute your Claim as set out in the Claims Notice**

If you agree with the assessment of your Claim as set out in the Claims Notice and do not wish to assert a claim against the applicable O&F Entities or the applicable Directors and Officers, you need not take any further action. Your Claim will be considered a Proven Claim for the purpose of the Claims Process.

(b) **If you wish to dispute your Claim as set out in the Claims Notice:**

If you disagree with the assessment of your Claim as set out in the Claims Notice, you must complete and return to the Monitor a Proof of Claim Form (or, if your Claim is a D&O Claim, a D&O Claim Form) setting forth the amount and status of your alleged Claim. A blank Proof of Claim Form and a blank D&O Claim Form are enclosed.

The Proof of Claim Form or D&O Claim Form must attach all appropriate documentation evidencing the Claim.

The completed Proof of Claim Form or D&O Claim Form must be received by the Monitor by 4:00 p.m. (Vancouver time) on the August 15, 2025 (the “Claims Bar Date”).

If no Proof of Claim Form or D&O Claim Form is received by the Monitor by the Claims Bar Date, as applicable, subject to further Order of the Court, in accordance with the Claims Process Order you will be deemed to have accepted the Claim set forth in the Claims Notice and any such further Claims against the applicable O&F Entities, or the applicable O&F Entities’ Directors or Officers, will be **FOREVER BARRED AND EXTINGUISHED**, and you will be prohibited from making or enforcing any such further Claim against the O&F Entities or the applicable O&F Entities’ Directors and Officers, or participating in any vote or distribution in connection with any Plan of Arrangement filed by the O&F Entities, if any.

Where a Proof of Claim Form or a D&O Claim Form is received by the Monitor, the Monitor, in consultation with the applicable O&F Entities, will review the applicable form and, as soon as reasonably practicable, determine whether the Claim you have set out in the form is accepted, disputed in whole, or disputed in part.

Where the Claim set out in the Proof of Claim Form or D&O Claim Form is disputed in whole or in part, the Monitor will, issue a Notice of Revision or Disallowance to you advising that your Claim as set out in the applicable form has been revised or disallowed and the reasons therefor.

If you object to a Notice of Revision or Disallowance, you must submit to the Monitor a Notice of Dispute of Revision or Disallowance by prepaid registered mail, email, personal delivery or courier to the Monitor within 10 days of the date of delivery of the Notice of Revision or Disallowance. A blank Notice of Dispute of Revision or Disallowance is enclosed.

You must also, within 15 days after the date of delivery of the Notice of Revision or Disallowance, file and serve on the applicable O&F Entities and the Monitor, a Notice of Application seeking to appeal the Notice of Revision or Disallowance, along with all supporting affidavit material. The appeal from the Notice of Revision or Disallowance shall proceed as a

hearing *de novo*, and the parties may adduce evidence in respect of the Claim not previously included in connection with the applicable Proof of Claim Form or in connection with the corresponding Notice of Revision or Disallowance.

### **C. Overview of the Claims Process**

Any Claimant having a Claim against the Petitioners or their Directors or Officers, of any nature whatsoever, including an unsecured, secured, contingent or unliquidated Claim, must send a Proof of Claim Form (or, if the Claim is a D&O Claim, a Proof of Claim Form **and** a D&O Claim Form) in the prescribed form to the Monitor. The completed Proof of Claim Form or D&O Claim Form, as applicable, must be received by the Monitor by 4:00 p.m. (Vancouver time) on the August 15, 2025 (the “Claims Bar Date”).

The Proof of Claim Form or D&O Claim Form must attach all appropriate documentation evidencing your Claim, and provide full particulars of the Claim, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which have guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of invoices, particulars of all credits, discounts, etc., claimed. A blank Proof of Claim Form and a blank of D&O Claim Form are enclosed.

The Claims Bar Date is 4:00 p.m. (Vancouver time) on August 15, 2025 or such other date as may be ordered by the court.

All Proof of Claim Forms and D&O Claim Forms, together with the required supporting documentation, must be sent to the Monitor by registered mail, courier, email (in PDF), or personal delivery addressed to:

**KSV Restructuring Inc.**, in its capacity as the Court-Appointed CCAA  
Monitor of Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US  
Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings  
LLC, and Oak and Fort California, LLC

220 Bay Street, Suite 1300  
Toronto ON M5J 2W4

Attention: Roni Levit  
Phone: 416-932-6021  
Email: oakandfort@ksvadvisory.com

Where a Proof of Claim Form or D&O Claim Form is received by the Monitor, the Monitor, in consultation with the O&F Entities, will review the Proof of Claim Form and, as soon as reasonably practicable, determine whether the Claim set out in the applicable form is accepted, disputed in whole, or disputed in part.



Where the Claim set out in the Proof of Claim Form or D&O Claim Form is disputed in whole or in part, the Monitor will issue a Notice of Revision or Disallowance to you advising that your Claim as set out in the applicable form has been revised or disallowed and the reasons therefor.

If you receive a Notice of Revision or Disallowance, and object to the revision or disallowance, as applicable, you must submit to the Monitor a Notice of Dispute of Revision or Disallowance by prepaid registered mail, email, personal delivery or courier to the Monitor within 10 days of the date of delivery of the Notice of Revision or Disallowance. A blank Notice of Dispute of Revision or Disallowance is enclosed.

You must also, within 15 days after the date of delivery of the Notice of Revision or Disallowance, file and serve on the applicable O&F Entities, and the Monitor, a Notice of Application seeking to appeal the Notice of Revision or Disallowance, along with all supporting affidavit material. The appeal from the Notice of Revision or Disallowance shall proceed as a hearing *de novo*, and the parties may adduce evidence in respect of the Claim not previously included in connection with the applicable Proof of Claim Form or in connection with the corresponding Notice of Revision or Disallowance.

Additional information and forms related to the Claims Process can be found on the Case Website or obtained by contacting the Monitor at the address indicated above and providing your contact information including name, address, and e-mail address.

All forms submitted in connection with the Claims Process, including a Proof of Claim Form, a D&O Claim Form and a Notice of Dispute of Revision or Disallowance, submitted in a currency other than Canadian Dollars will be converted to Canadian Dollars at the applicable Bank of Canada exchange rate published on the Filing Date, as specified in the Claims Process Order.

If you are submitting a Proof of Claim Form, D&O Claim Form, or Notice of Dispute of Revision or Disallowance Form electronically, please submit such form, and any accompanying documentation, at the applicable time in one PDF file.

**IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, IF YOU FAIL TO FILE A PROOF OF CLAIM FORM OR A D&O CLAIM FORM, AS APPLICABLE, BY THE CLAIMS BAR DATE, YOUR CLAIM(S) WILL BE FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST ANY OF OAK AND FORT CORP., 1282339 B.C. LTD., OAK AND FORT US GROUP, INC., OAK AND FORT ENTERPRISE (U.S.), INC., NYM MERGER HOLDINGS LLC, AND OAK AND FORT CALIFORNIA, LLC, OR SUCH ENTITIES' DIRECTORS AND OFFICERS.**

#### **D. FOR TERMINATED EMPLOYEES**

Any Employee who was employed by an O&F Entity as at the applicable Filing Date but whose employment has since been terminated (a "Terminated Employee"), will receive a Termination Claim Statement specifying the amount and nature of their Termination Claim as determined by

the O&F Entities, in consultation with the Monitor. Any Terminated Employee who receives a Termination Claim Statement and does not dispute the amount or nature of the Termination Claim stated therein is not required to take any further action.

Any Terminated Employee who wishes to dispute the amount and/or nature of the Termination Claim as set forth in their Termination Claim Statement or wishes to assert an additional Claim in relation to the O&F Entities other than the Termination Claim set forth in their Termination Claim Statement, is required to deliver a Terminated Employee Notice of Dispute to the Monitor so that it is received by the Monitor before 4:00 p.m. (Vancouver time) on the date that is the later of (i) the Claims Bar Date, and (ii) thirty-five (35) days after the date on which the O&F Entities or the Monitor sends you an Employee Claims Package (the "Terminated Employee Claims Bar Date").

If a completed Terminated Employee Notice of Dispute is not received by the Monitor by the Terminated Employee Claims Bar Date, the Terminated Employee will be forever barred from disputing the amount or nature of the Termination Claim set forth in their Termination Claim Statement and any Claim of a different nature or in excess of the amount specified in the Termination Claim Statement shall be forever barred and extinguished.

**DATED** this [●] day of July, 2025 at [●]

**KSV RESTRUCTURING INC.,**  
in its capacity as Court-appointed Monitor of  
Oak and Fort Corp., 1282339 B.C. Ltd., Oak  
and Fort US Group, Inc., Oak and Fort  
Enterprise (U.S.), Inc., NYM Merger Holdings  
LLC, and Oak and Fort California, LLC

PER: \_\_\_\_\_

**Schedule "D"**

**Proof of Claim Form**

*(See attached.)*

**FORM OF PROOF OF CLAIM**

**IN THE MATTER OF OAK AND FORT CORP., 1282339 B.C. LTD, OAK AND FORT  
US GROUP, INC., OAK AND FORT ENTERPRISE (U.S.), INC., NYM MERGER  
HOLDINGS LLC, AND OAK AND FORT CALIFORNIA, LLC**

All capitalized terms not otherwise defined have the meanings given to them in the enclosed Claims Process Instruction Letter. Please read the enclosed Claims Process Instruction Letter carefully prior to completing this Proof of Claim Form.

Please review the Claims Process Order, which is posted to the Case Website at: <https://www.ksvadvisory.com/experience/case/oakandfort>.

You only need to complete this Proof of Claim Form if:

- (a) you have received a Claims Notice as part of your Claims Package and wish to dispute any Claim against one or more of Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC (together, the “**O&F Entities**”) set forth in the Claims Notice sent to you; or
- (b) you have not received a Claims Notice as part of your Claims Package and wish to assert a Claim against any one or more of the O&F Entities; or
- (c) you have not received a Claims Package and wish to assert a Claim against any one or more of the O&F Entities.

Additionally, if you wish to assert a D&O Claim against the Director(s) or Officer(s) of any one or more of the O&F Entities, you **MUST** complete a D&O Claim Form.

**1. Particulars of Claim**

A) Regarding the claim of \_\_\_\_\_ (the “**Creditor**”), all notices or correspondence regarding this Claim to be forwarded to the Creditor at the following address:

Full Legal Name:	
Full Mailing Address:	
Telephone Number:	
E-mail address:	
Attention (Contact Person):	

**B) Has all or part of the Claim been transferred to the Creditor by another party?**

☐ Yes

☐ No

**C) Particulars of Transferor(s), If Any**

Please complete the following if all or a portion of the Claim has been transferred. Insert full legal name of the transferor(s) of the Claim.

Full Legal Name of Transferor:	
Full Mailing Address of Transferor:	
Telephone Number of Transferor:	
E-mail address of Transferor:	
Attention (Contact Person):	

**2. Proof of Claim**

I, \_\_\_\_\_ (name), of \_\_\_\_\_ [City and Province, State or Territory] (the "Claimant") do hereby certify that:

☐ 1. I am the Creditor

or

☐ I am \_\_\_\_\_ of the Creditor.  
(if an officer or employee of the company, state position or title)

2. I have knowledge of all the circumstances connected with the Claim referred to in this form.

3. I (or the corporate Claimant, as applicable) have a Claim, detailed as follows:

***Pre-Filing Claims***

Debtor Name:	Amount of Claim (specify currency):	Whether Claim is Secured:	Value of Security Held, if any <sup>1</sup> :
	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>	

<sup>1</sup> If the Claim is secured, on a separate schedule provide full particulars of the security, including the date on which the security was given, the value which you ascribe to the assets charged by your security and the basis for such valuation and attach a copy of the security documents evidencing the security.

	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>	
	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>	

***Restructuring Claims***

Debtor Name:	Amount of Claim (specify currency):	Whether Claim is Secured:	Value of Security Held, if any:
	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>	
	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>	
	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>	

Provide full particulars of the Claim, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which have guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of invoices, particulars of all credits, discounts, etc., claimed. Attach all supporting documents as Schedule "A" to this Proof of Claim Form

*Have you acquired this Claim by assignment? If yes, if not already provided, attach documents evidencing assignment.*

Yes: ☐ No: ☐ (if yes, attach documents evidencing assignment)

*If Yes, Full Legal Name of Original Creditor(s):*

**This Proof of Claim Form must be received by the Monitor by no later than 4:00 p.m. (Vancouver time) on August 15, 2025 (the "Claims Bar Date").**

**IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, THE FAILURE TO FILE YOUR PROOF OF CLAIM FORM BY THE CLAIMS BAR DATE WILL RESULT IN YOUR CLAIM BEING FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING SUCH A CLAIM AGAINST THE COMPANY.**

This Proof of Claim Form must be delivered by prepaid registered mail, personal delivery, e-mail, or courier transmission at the following addresses:

**KSV Restructuring Inc.**, in its capacity as the Court-Appointed CCAA Monitor of Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC

220 Bay Street, Suite 1300  
Toronto ON M5J 2W4

Attention: Roni Levit  
Phone: 416-932-6021  
Email: oakandfort@ksvadvisory.com

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Witness:

Per: \_\_\_\_\_

Print name of Creditor:

\_\_\_\_\_

*If the Creditor is other than an individual, print  
name and title of authorized signatory*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule "E"**

**D&O Claim Form**

*(See attached.)*



**D&O CLAIM FORM**

**IN THE MATTER OF OAK AND FORT CORP., 1282339 B.C. LTD, OAK AND FORT  
US GROUP, INC., OAK AND FORT ENTERPRISE (U.S.), INC., NYM MERGER  
HOLDINGS LLC, AND OAK AND FORT CALIFORNIA, LLC**

All capitalized terms not otherwise defined have the meanings given to them in the enclosed Claims Process Instruction Letter. Please read the enclosed Claims Process Instruction Letter carefully prior to completing this D&O Claim Form.

Please review the Claims Process Order, which is posted to the Case Website at: <https://www.ksvadvisory.com/experience/case/oakandfort>.

This form is to be used only by Claimants asserting a D&O Claim against any Director(s) or Officer(s) of one of more of Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC (the "O&F Entities"). If you wish to assert a Claim against any Director(s) or Officer(s) of one or more of the O&F Entities, you have to submit a D&O Claim Form, or, if you have received a Claims Notice, you have to complete a D&O Claim Form in the Claims Package sent to you if you wish to dispute your Claim.

**1. Name(s) and Position(s) and company of Officer(s) and/or Director(s) the Claim is being made against:**

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**2A. Original Claimant (the "Claimant")**

Legal Name of  
Claimant: \_\_\_\_\_

Address  
\_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ Prov/State

Postal/Zip

Code \_\_\_\_\_

Name of  
Contact \_\_\_\_\_

Title \_\_\_\_\_

Phone# \_\_\_\_\_

Email \_\_\_\_\_

**2B. Has all or part of the D&O Claim been transferred by the Claimant to another party?**

Yes: \_\_\_\_\_

No: \_\_\_\_\_

**2C. Particulars of Transferee(s) (If any)**

Please complete the following if all or a portion of the D&O Claim has been transferred. Insert full legal name of the transferee(s) of the D&O Claim. If there is more than one transferee, please attach a separate sheet with the required information and any documents evidencing assignment.

Full Legal Name of Transferee:	
Full Mailing Address of Transferee:	
Telephone Number of Transferee:	
E-mail address of Transferee:	
Attention (Contact Person):	

**3. Amount and Type of D&O Claim**

The Director(s) and/or Officer(s) listed below was/were and still is/are indebted to the Claimant as follows:

NAME(S) OF DIRECTOR(S) AND/OR OFFICER(S)	AMOUNT OF PRE- FILING D&O CLAIM	AMOUNT OF RESTRUCTURING D&O CLAIM
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

**4. Documentation**

Provide all particulars of the D&O Claim and all available supporting documentation, including amount and description of transaction(s) or agreement(s), and the legal basis for the D&O Claim against the specific Directors or Officers at issue.

**This D&O Claim Form must be received by the Monitor by no later than 4:00 p.m. (Vancouver time) on August 15, 2025 (the "Claims Bar Date").**

**IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, THE FAILURE TO FILE YOUR D&O CLAIM FORM BY THE CLAIMS BAR DATE WILL RESULT IN YOUR D&O CLAIM BEING FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING SUCH A CLAIM AGAINST ANY OF THE DIRECTORS OR OFFICERS OF OAK AND FORT CORP., 1282339 B.C. LTD, OAK AND FORT US GROUP, INC., OAK AND FORT ENTERPRISE (U.S.), INC., NYM MERGER HOLDINGS LLC, AND OAK AND FORT CALIFORNIA, LLC**

This D&O Claim Form must be delivered by prepaid registered mail, personal delivery, e-mail, or courier transmission at the following addresses:

**KSV Restructuring Inc.**, in its capacity as the Court-Appointed CCAA Monitor of Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC

220 Bay Street, Suite 1300  
Toronto ON M5J 2W4

Attention: Roni Levit  
Phone: 416-932-6021  
Email: oakandfort@ksvadvisory.com

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Witness:

Per: \_\_\_\_\_

Print name of Creditor:

\_\_\_\_\_

*If the Creditor is other than an individual, print name and title of authorized signatory*

- 41 -

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule "F"**

**Notice of Revision or Disallowance**

*(See attached.)*

**NOTICE OF REVISION OR DISALLOWANCE**

**IN THE MATTER OF OAK AND FORT CORP., 1282339 B.C. LTD, OAK AND FORT  
US GROUP, INC., OAK AND FORT ENTERPRISE (U.S.), INC., NYM MERGER  
HOLDINGS LLC, AND OAK AND FORT CALIFORNIA, LLC**

This Notice of Revision or Disallowance must be read together with the Claims Process Order (the “**Claims Process Order**”) of the Supreme Court of British Columbia granted on July 4, 2025.

A copy of the Claims Process Order is available at <https://www.ksvadvisory.com/experience/case/oakandfort>. All capitalized terms not otherwise defined have the same meanings as are given to them in the Claims Process Order.

Full Legal Name of Claimant: \_\_\_\_\_

Claim Reference Number: \_\_\_\_\_

Pursuant to the Claims Process Order, the Monitor hereby gives you notice that your Proof of Claim Form and/or D&O Claim Form has been reviewed by the Monitor, in consultation with Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC (together, the “**O&F Entities**”) and/or its Directors and Officers, as applicable, and that your Claim has been revised or disallowed your Claim as follows:

Type of Claim	Applicable Debtor	As Submitted (specify currency)	Revised Claim as Accepted (\$CAD)	
			Secured	Unsecured
Pre-Filing Claim (Not D&O Claim)		\$	\$	\$
D&O Claim		\$	\$	\$
Restructuring Claim		\$	\$	\$

*Reason for the Revision or Disallowance:*

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

To dispute a Notice of Revision or Disallowance you **MUST**:

Deliver a Notice of Dispute of Revision or Disallowance, a blank copy of which is enclosed in your Claims Package, by prepaid registered mail, personal delivery, e-mail (in pdf format) or courier to the address indicated so that such Notice of Dispute of Revision or Disallowance is received by the Monitor within 10 days (before 4:00 p.m.) after the date of delivery of this Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor, in consultation with the O&F Entities; and

File with the Court and serve on the O&F and the Monitor (and if the disputed Claim includes a D&O Claim, the applicable Director or Officer), a Notice of Application seeking to appeal the Notice of Revision or Disallowance, along with all supporting affidavit material, within 15 days after the delivery of this Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor in consultation with the O&F Entities, or the Court may order.

Address for service of Notice of Dispute of Revision or Disallowance:

**KSV Restructuring Inc.**, in its capacity as the Court-Appointed CCAA Monitor of Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC

220 Bay Street, Suite 1300  
Toronto ON M5J 2W4

Attention: Roni Levit  
Phone: 416-932-6021  
Email: oakandfort@ksvadvisory.com

<p><b>IF YOU DO NOT DELIVER A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE BY THE TIME SPECIFIED, OR DO NOT FILE AND SERVE A NOTICE OF APPLICATION SEEKING TO APPEAL THE NOTICE OF REVISION OR DISALLOWANCE BY THE DATE SPECIFIED, THE NATURE AND AMOUNT OF YOUR CLAIM, IF ANY, SHALL BE AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.</b></p>
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**DATED** this [●] day of July, 2025 at [●]

**KSV RESTRUCTURING INC.,**  
in its capacity as Court-appointed Monitor of  
Oak and Fort Corp., 1282339 B.C. Ltd., Oak  
and Fort US Group, Inc., Oak and Fort  
Enterprise (U.S.), Inc., NYM Merger Holdings  
LLC, and Oak and Fort California, LLC

PER: \_\_\_\_\_



**Schedule "G"**

**Notice of Dispute of Revision or Disallowance**

*(See attached.)*

**NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE**

**IN THE MATTER OF OAK AND FORT CORP., 1282339 B.C. LTD, OAK AND FORT  
US GROUP, INC., OAK AND FORT ENTERPRISE (U.S.), INC., NYM MERGER  
HOLDINGS LLC, AND OAK AND FORT CALIFORNIA, LLC**

This Notice of Dispute of Revision or Disallowance must be read together with the Claims Process Order (the “**Claims Process Order**”) of the Supreme Court of British Columbia granted on July 4, 2025.

A copy of the Claims Process Order is available at <https://www.ksvadvisory.com/experience/case/oakandfort>. All capitalized terms not otherwise defined have the same meanings as are given to them in the Claims Process Order.

Pursuant to the Claims Process Order, notice is hereby given to you that the undersigned Claimant intends to dispute the Notice of Revision or Disallowance bearing Reference Number \_\_\_\_\_ and dated \_\_\_\_\_ issued by the Monitor in respect of the below-referenced Claim.

**Full Legal Name of Creditor:** \_\_\_\_\_

Type of Claim	Applicable Debtor	As Submitted (specify currency)	Revised Claim as Accepted (\$CAD)	
			Secured	Unsecured
Pre-Filing Claim (Not D&O Claim)		\$	\$	\$
D&O Claim		\$	\$	\$
Restructuring Claim		\$	\$	\$

**Reasons for Dispute:** *[attach additional sheet and copies of all supporting documentation if necessary]:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature of Claimant or Representative of Corporate Claimant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

[Please print name]: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Full Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
Your complete Notice of Dispute of Revision or Disallowance must be delivered to the court-appointed Monitor in PDF format within 10 days (before 4:00 p.m.) after the date of delivery of the Notice of Revision or Disallowance (or such date as agreed to by the Monitor) at the following address:

**KSV Restructuring Inc.**, in its capacity as the Court-Appointed CCAA Monitor of Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC

220 Bay Street, Suite 1300  
Toronto ON M5J 2W4

Attention: Roni Levit  
Phone: 416-932-6021  
Email: oakandfort@ksvadvisory.com

In addition to delivering this Notice of Dispute of Revision or Disallowance to the Monitor you MUST, within 15 days after the date of delivery of the Notice of Revision or Disallowance (or such other date as may be agreed to by the Monitor or ordered by the Court) file and serve on the O&F Entities and the Monitor (and if the disputed Claim includes a D&O Claim, the applicable Director or Officer) a Notice of Application seeking to appeal the Notice of Revision or Disallowance, along with all supporting affidavit material.

**IF YOU DO NOT DELIVER A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE BY THE TIME SPECIFIED, OR DO NOT FILE AND SERVE A NOTICE OF APPLICATION SEEKING TO APPEAL THE NOTICE OF REVISION OR DISALLOWANCE BY THE DATE SPECIFIED, THE NATURE AND AMOUNT OF YOUR CLAIM, IF ANY, SHALL BE AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.**

**Schedule “H”**

**Claims Notice**

*(See attached.)*

## CLAIMS NOTICE

### IN THE MATTER OF OAK AND FORT CORP., 1282339 B.C. LTD, OAK AND FORT US GROUP, INC., OAK AND FORT ENTERPRISE (U.S.), INC., NYM MERGER HOLDINGS LLC, AND OAK AND FORT CALIFORNIA, LLC

This Claims Notice must be read together with the Claims Process Order (the “**Claims Process Order**”) of the Supreme Court of British Columbia granted on July 4, 2025.

A copy of the Claims Process Order is available at <https://www.ksvadvisory.com/experience/case/oakandfort>. All capitalized terms not otherwise defined have the same meanings as are given to them in the Claims Process Order.

Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC (the “**O&F Entities**”) have identified you as a Person with a Claim against one or more of the O&F Entities with respect to which one or more of the O&F Entities has sufficient information to make a reasonable assessment of your Claim. This Claims Notice sets out the amount and status of your Claim according to the Petitioners’ books and records.

Your total claim has been assessed by the O&F Entities, having reviewed its records and consulted with the Monitor, and accepts that you have the following claim(s):

CLAIM REFERENCE NUMBER:

CLAIM AGAINST:

Your Claim has been assessed as a [secured/unsecured] [pre-filing/restructuring period/employee] claim in the amount of \$● against [the applicable O&F Entity/Entities]. Details of your claim, including any security granted in respect thereof, are set out in the attached schedule.

If you agree with the above assessment of your Claim(s) you do not need to take further action.

If you wish to dispute the assessment of your Claims(s) you **MUST** complete a Proof of Claim Form Enclosed with the Claims Package sent to you.

Additionally, if you wish to assert a D&O Claim, you **MUST** also complete a D&O Claim Form enclosed with the Claims Package sent to you.

Your completed Proof of Claim Form and/or D&O Claim Form, if any, must be delivered to the Court-Appointed Monitor **must be received by the Monitor by no later than 4:00 p.m. (Vancouver time) on August 15, 2025** (the “**Claims Bar Date**”) at:

**KSV Restructuring Inc.**, in its capacity as the Court-Appointed CCAA Monitor of Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC

220 Bay Street, Suite 1300  
Toronto ON M5J 2W4

Attention: Roni Levit  
Phone: 416-932-6021  
Email: oakandfort@ksvadvisory.com

**IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, THE FAILURE TO FILE YOUR D&O CLAIM FORM BY THE CLAIMS BAR DATE WILL RESULT IN YOUR D&O CLAIM BEING FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING SUCH A CLAIM AGAINST ANY OF THE DIRECTORS OR OFFICERS OF OAK AND FORT CORP., 1282339 B.C. LTD, OAK AND FORT US GROUP, INC., OAK AND FORT ENTERPRISE (U.S.), INC., NYM MERGER HOLDINGS LLC, AND OAK AND FORT CALIFORNIA, LLC**

**DATED** this [●] day of July, 2025 at [●]

**KSV RESTRUCTURING INC.**,  
in its capacity as Court-appointed Monitor of  
Oak and Fort Corp., 1282339 B.C. Ltd., Oak  
and Fort US Group, Inc., Oak and Fort  
Enterprise (U.S.), Inc., NYM Merger Holdings  
LLC, and Oak and Fort California, LLC

PER: \_\_\_\_\_



**Schedule "I"**

**Form of Notice to Claimants**

**RE: NOTICE OF CLAIMS PROCESS FOR OAK AND FORT CORP., 1282339 B.C. LTD., OAK AND FORT US GROUP, INC., OAK AND FORT ENTERPRISE (U.S.), INC., NYM MERGER HOLDINGS LLC, and OAK AND FORT CALIFORNIA, LLC (collectively, the "O&F Entities") PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT (the "CCAA")**

PLEASE TAKE NOTICE that on July 4, 2025, the Supreme Court of British Columbia issued an order (the "**Claims Procedure Order**") in the CCAA Proceedings of the O&F Entities, requiring that all Persons who assert a Claim against the O&F Entities, whether unliquidated, contingent or otherwise, and all Persons who assert a Claim against Directors and Officers of the O&F Entities (as defined in the Claims Procedure Order, a "**D&O Claim**"), must file a Proof of Claim (with respect to Claims against the O&F Entities) or D&O Proof of Claim (with respect to D&O Claims) with KSV Restructuring Inc. (the "**Monitor**") on or before 4:00 p.m. (Vancouver time) on August 15, 2025 (the "**Claims Bar Date**") by sending the Proof of Claim or D&O Proof of Claim to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery or email (PDF) transmission at the following address:

**KSV Restructuring Inc.**, in its capacity as the Court-Appointed CCAA Monitor of Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC

220 Bay Street, Suite 1300  
Toronto ON M5J 2W4

Attention: Roni Levit  
Phone: 416-932-6021  
Email: oakandfort@ksvadvisory.com

Pursuant to the Claims Procedure Order, Claims Packages, including the form of Proof of Claim and D&O Proof of Claim, will be sent to all known Claimants pursuant to the terms of the Claims Procedure Order. Claimants may also obtain the Claims Procedure Order and Claims Package from the Monitor's website at: <https://www.ksvadvisory.com/experience/case/oakandfort>, or by contacting the Monitor at oakandfort@ksvadvisory.com.

Only Proofs of Claim and D&O Proofs of Claim **actually received** by the Monitor on or before 4:00 p.m. (Vancouver time) on August 15, 2025 will be considered filed by the Claims Bar Date. **It is your responsibility to ensure that the Monitor receives your Proof of Claim or D&O Proof of Claim by the Claims Bar Date.**

**CLAIMS AND D&O CLAIMS WHICH ARE NOT RECEIVED BY THE APPLICABLE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.**



**Dated this** • day of •, 2025.

## Schedule “J”

### Form of Termination Claim Statement

#### TERMINATION CLAIM STATEMENT

**TO:** [●] (the “Terminated Employee”)

**FROM:** [O&F Entity]

**CC:** KSV Restructuring Inc.

**RE:** CCAA Proceedings of Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC (collectively, the “O&F Entities”) (Court File No. S-254287)

As you know, the O&F Entities were granted creditor protection under the *Companies’ Creditors Arrangement Act* (Canada) (the “CCAA”), pursuant to an order (the “Initial Order”) of the Supreme Court of British Columbia (the “CCAA Proceedings”). The Initial Order, among other things, (i) converted the O&F Entities’ proceedings commenced under Part III of the *Bankruptcy and Insolvency Act* (Canada) to proceedings under the CCAA, and (ii) appointed KSV Restructuring Inc. as monitor of the O&F Entities to, among other things, oversee the CCAA Proceedings (in such capacity and not in its personal or corporate capacity, the “Monitor”). A copy of the Initial Order and other information relating to the CCAA Proceedings has been posted to <https://www.ksvadvisory.com/experience/case/oakandfort> (the “Monitor’s Website”).

The purpose of this Termination Claim Statement is to inform you about your claim in the claims procedure (the “Claims Procedure”) approved pursuant to the Claims Procedure Order issued on July 4, 2025 (the “Claims Procedure Order”), a copy of which is available on the Monitor’s Website. The Claims Procedure governs the process for the identification and quantification of certain claims against the O&F Entities and their directors and officers, as applicable. All terms used but not defined in this Termination Claim Statement shall have the meanings ascribed thereto in the Claims Procedure Order. In the event of any inconsistency between the terms of this Termination Claim Statement and the terms of the Claims Procedure Order, the terms of the Claims Procedure Order will govern.

#### **Claims Procedure**

Under the Claims Procedure Order, the O&F Entities or the Monitor, as applicable, are required to send a notice to each Terminated Employee outlining the quantum of their Termination Claim which is to be allowed for voting and distribution purposes in the Claims Procedure.

This Termination Claim Statement contains the full amount of your Termination Claim against the O&F Entities which is to be allowed as an accepted Claim for voting and distribution purposes in the Claims Procedure.

Your Termination Claim has been assessed by the O&F Entities, in consultation with the Monitor, as follows:

Termination Pay for Lost Wages:	\$
Other Applicable Remuneration (i.e. annual bonus, car allowance):	\$
Unpaid Vacation Pay:	\$
<b>TOTAL TERMINATION CLAIM:</b>	\$

Your Termination Claim has been calculated based on the sum of your Severance Pay Period (as defined below), multiplied by your average hourly wage rate/salary, and also includes any other applicable remuneration, such as vacation pay.

The “Severance Pay Period” is the longest notice period out of those provided by: (1) applicable employment standards legislation; (2) any contractual agreement you may have with any of the O&F Entities; or (3) common law.<sup>2</sup> For the purposes of determining a Terminated Employee’s applicable Severance Pay Period, the CCAA Entities and the Monitor have used the following information:

Full Legal Name	
Date of Birth	
Employment Status (e.g. part-time or full-time)	
Job Level	
Employment Start Date	
Employment End Date	
Average Hourly Rate/Salary	
Jurisdiction of Employment	
Duration of Working Notice (if applicable)	
Termination Status	[Without cause]/[For cause]/[Resigned]

If you agree with this assessment of your Termination Claim, you need not take any further action.

<sup>2</sup> The common law notice period is determined based on a Terminated Employee’s position, years of service and age, among other factors.

**IF YOU WISH TO DISPUTE THE ASSESSMENT OF YOUR TERMINATION CLAIM,  
YOU MUST TAKE THE STEPS OUTLINED BELOW.**

**Disagreement with Assessment:**

If you disagree with the assessment of the Termination Claim set out in this Termination Claim Statement, you must complete and return to the Monitor a completed Terminated Employee Notice of Dispute asserting a claim in a different amount supported by appropriate documentation and/or reasons. A blank Terminated Employee Notice of Dispute form is enclosed. The Terminated Employee Notice of Dispute with supporting documentation and/or reasons disputing the within assessment of your Termination Claim must be received by the Monitor by 4:00 p.m. (Vancouver Time) on the date that is the later of (i) the Claims Bar Date of August 15, 2025 and (ii) thirty-five (35) days after the date on which the O&F Entities or the Monitor sends to you an Employee Claims Package (the “**Terminated Employee Claims Bar Date**”).

If no such Notice of Dispute is received by the Monitor by 4:00 p.m. on the Terminated Employee Claims Bar Date, the amount of your Termination Claim will be, subject to further order of the Court, conclusively deemed to be as shown in this Termination Claim Statement for voting and distribution purposes.

The Terminated Employee Notice of Dispute should be delivered by registered mail, personal delivery, courier, or email (in PDF format) to:

**KSV Restructuring Inc.**, in its capacity as the Court-Appointed CCAA  
Monitor of Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US  
Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings  
LLC, and Oak and Fort California, LLC

220 Bay Street, Suite 1300  
Toronto ON M5J 2W4

Attention: Roni Levit  
Phone: 416-932-6021  
Email: oakandfort@ksvadvisory.com

If you do not file a Terminated Employee Notice of Dispute by the Terminated Employee Claims Bar Date, you will have no further right to dispute the Termination Claim set out in this Termination Claim Statement, and you will be barred from filing any such dispute in the future.

**More Information:**

If you have questions regarding the foregoing, you may contact the Monitor at (416) 932-6021 or oakandfort@ksvadvisory.com.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**KSV RESTRUCTURING INC.,**  
in its capacity as Court-appointed Monitor of  
Oak and Fort Corp., 1282339 B.C. Ltd., Oak  
and Fort US Group, Inc., Oak and Fort  
Enterprise (U.S.), Inc., NYM Merger Holdings  
LLC, and Oak and Fort California, LLC

PER: \_\_\_\_\_

## Schedule "K"

## Form of Terminated Employee Notice of Dispute

**TERMINATED EMPLOYEE NOTICE OF DISPUTE**

**With respect to Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC**

Capitalized terms not defined herein have the meanings given to them in the Order of the Supreme Court of British Columbia in the CCAA Proceedings of Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC (collectively, the "**O&F Entities**"), dated July 4, 2025 (the "**Claims Procedure Order**") or the Termination Claim Statement.

**I. PARTICULARS OF TERMINATED EMPLOYEE**

Full Legal Name:	
Full Mailing Address	
Telephone Number	
E-mail Address	
Attention (Contact Person)	

Have you acquired this Claim by assignment?

Yes: ☐ No: ☐ (if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of the Terminated Employee(s):

\_\_\_\_\_

**II. DISPUTE OF CLAIM SET OUT IN TERMINATION CLAIM STATEMENT**

The Terminated Employee hereby disputes the amount and/or nature of the Termination Claim set out in the Termination Claim Statement and asserts the following Termination Claim:

**Termination Claim: \$** \_\_\_\_\_





This Terminated Employee Notice of Dispute MUST be delivered to the Monitor at the below address such that it is received by the Monitor by 4:00 p.m. (Vancouver Time) on the date that is the later of (i) the Claims Bar Date of August 15, 2025, and (ii) thirty-five (35) days after the date on which the O&F Entities or the Monitor sends to you an Employee Claims Package (the “**Terminated Employee Claims Bar Date**”).

**KSV Restructuring Inc.**, in its capacity as the Court-Appointed CCAA  
Monitor of Oak and Fort Corp., 1282339 B.C. Ltd., Oak and Fort US  
Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings  
LLC, and Oak and Fort California, LLC

220 Bay Street, Suite 1300  
Toronto ON M5J 2W4

Attention: Roni Levit  
Phone: 416-932-6021  
Email: oakandfort@ksvadvisory.com

If a completed Terminated Employee Notice of Dispute is not received by the Monitor by the Terminated Employee Claims Bar Date, the Terminated Employee shall be forever barred from disputing the amount or nature of the Termination Claim set out in the applicable Termination Claim Statement and any Claim of a different classification or nature or in excess of the amount specified in the Termination Claim Statement shall be forever barred and extinguished. **IF A TERMINATED EMPLOYEE NOTICE OF DISPUTE IS NOT RECEIVED BY THE MONITOR WITHIN THE PRESCRIBED TIME PERIOD, THE TERMINATION CLAIM AS SET OUT IN THE TERMINATION CLAIM STATEMENT WILL BE DEEMED TO BE YOUR CLAIM AND WILL BE FINAL AND BINDING ON YOU FOR ALL PURPOSES**