

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

**ADRIEL ORTINO CORP.; ADD EQUIPMENT CORP.; ADEN DISPOSAL
CORP.; AE3 EXCAVATING CORP.; AEON LANDSCAPING CORP.;
ALL SEASONS GARDENING & MAINTENANCE LTD.; ANTHONY'S
EXCAVATING AND GRADING LTD; HC & C CONTRACTING INC.;
AND SHILSON EXCAVATION & TRUCKING INC.**

Respondents

**APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency
Act*, R.S.C. 1985, c. B-3, as amended and section 101 of the *Courts of Justice
Act*, R.S.O. 1990, c. c-43, as amended**

**MOTION RECORD
(Returnable August 11, 2026)**

August 4, 2026

AIRD & BERLIS LLP

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*Lawyers for AlixPartners Restructuring, Inc.,
in its capacity as the Receiver of the
Respondents*

TO: SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

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AND SHILSON EXCAVATION & TRUCKING INC.**

Respondents

**APPLICATION UNDER SECTION 243(1) OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED**

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TAB 1

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

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

**ADRIEL ORTINO CORP.; ADD EQUIPMENT CORP.; ADEN DISPOSAL CORP.; AE3
EXCAVATING CORP.; AEON LANDSCAPING CORP.; ALL SEASONS GARDENING
& MAINTENANCE LTD.; ANTHONY’S EXCAVATING AND GRADING LTD.; HC &
C CONTRACTING INC.; AND SHILSON EXCAVATION & TRUCKING INC.**

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED**

**NOTICE OF MOTION
(Returnable August 11, 2026)**

AlixPartners Restructuring, Inc. (“**AlixPartners**”), in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties (the “**Property**”) of Adriel Ortino Corp., ADD Equipment Corp., Aden Disposal Corp., AE3 Excavating Corp., Aeon Landscaping Corp., All Seasons Gardening & Maintenance Ltd., Anthony’s Excavating and Grading Ltd., HC & C Contracting Inc., and Shilson Excavation & Trucking Inc. (collectively, the “**Debtors**”) acquired for, or used in relation to, the Debtors’ business operations, will make a motion to a judge of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on August 11, 2026 at 12:00 p.m., or as soon after that time as the motion can be heard, by judicial videoconference via Zoom at Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard

☐ In writing under subrule 37.12.1 (1) because it is (*insert one of* on consent, unopposed or made without notice);

- ☐ In writing as an opposed motion under subrule 37.12.1 (4);
- ☐ In person;
- ☐ By telephone conference;
- X By video conference.

at the following location:

By Zoom details provided by the Court

THE MOTION IS FOR:

1. An approval and vesting order (the “**AVO**”), substantially in the form contained at Tab 3 of this Motion Record, among other things:

- (a) abridging and validating the time for service and filing of the Notice of Motion and the Motion Record, and dispensing with further service thereof;
- (b) approving the auction (the “**Auction**”) contemplated in the liquidation services agreement (the “**LSA**”) between AlixPartners, in its capacity as Receiver, and Infinity Assets Solutions Inc. (“**Infinity**”) dated July 29, 2026, together with the schedules thereto, and authorizing Infinity to complete the Auction; and
- (c) upon (a) Infinity completing a sale to a purchaser (each, a “**Purchaser**”) of one or more pieces of Equipment (as defined below), (b) receipt by Infinity from such Purchaser of the purchase price determined at the Auction or the time of sale, and (c) delivery by the Auctioneer to such Purchaser of a bill of sale (each, a “**Bill of Sale**”), all the Debtors’ and the Receiver’s right, title, and interest in and to the Equipment purchased by such Purchaser at the Auction or the time of sale and described in such Bill of Sale shall vest absolutely in such Purchaser free and clear

of and from any and all security interests, liens, executions, levies, charges, or other financial or monetary claims;

2. An order (the “**Ancillary Order**”), substantially in the form contained at Tab 5 of this Motion Record, among other things:

- (a) approving the First Report of the Receiver dated August 4, 2026 (the “**First Report**”) and the actions, conduct, and activities of the Receiver, as detailed therein;
- (b) authorizing and directing the Receiver to make certain distributions from the net sale proceeds of the Auction to BMO, subject to any holdbacks which the Receiver believes are required to complete these proceedings or which may be owing to other creditors with a prior-ranking interest in the proceeds;
- (c) ordering and declaring that the Receiver shall not incur any liability under the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), the *Taxation Act*, 2007, S.O. 2007, c. 11, Sch. A, the *Excise Tax Act*, R.S.C. 1985, c. E-15, the *Employment Insurance Act*, S.C. 1996, c. 23, the *Retail Sales Tax Act*, R.S.O. 1990, c. R.31, the *Corporations Tax Act*, R.S.O. 1990, c. C.40 or any other similar applicable federal, provincial or territorial tax legislation (collectively, the “**Statutes**”), for facilitating any of the Distributions (as defined below) as contemplated by and in accordance with the Ancillary Order, and that the Receiver shall not have any liability for any of the Debtors’ tax liabilities under the Statutes in respect of such Distributions, regardless of how or when such liabilities may have arisen; and

(d) sealing the confidential appendices to the First Report until the closing of the Auction or further Order of the Court (the “**Confidential Appendices**”); and

3. Such further and other relief as this Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

4. Capitalized terms not expressly defined herein are as defined in the First Report.

5. On the application of BMO, and pursuant to an Order of the Honourable Justice Cavanagh dated May 21, 2026 (the “**Appointment Order**”), AlixPartners was appointed as Receiver of the Debtors’ Property under subsection 243(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and section 101 of the *Courts of Justice Act* (Ontario) (the “**CJA**”).

6. Prior to the commencement of these proceedings, the Debtors operated landscaping, excavation, and grading businesses, however, the Debtors ceased operating prior to the commencement of these proceedings.

7. The principal purpose of these receivership proceedings is to locate, secure, and realize upon the Property, which is largely comprised of excavating, landscaping equipment, and dump trucks (collectively, the “**Equipment**”).

The Sale Process and the Auction

8. As part of its mandate, the Receiver solicited proposals from eight liquidators advising of the opportunity to sell the Equipment on behalf of the Receiver and asking for auction proposals by no later than 5:00 p.m. (Toronto time) on July 16, 2026 (the “**Sale Process**”). Each liquidator

was provided with a detailed listing of the Equipment and, between July 1 and July 16, 2026, the Receiver facilitated due diligence by the liquidators, including allowing each of them to attend the Debtors' premises to physically inspect the Equipment.

9. The Receiver received five offers, with the best offer submitted by Infinity, which provides for the greatest recovery available in the circumstances. Among other terms, the LSA contains a net minimum guarantee (the "**Guaranteed Amount**"), and the Receiver is entitled to 85% of all sale proceeds realized from the Equipment after Infinity recovers the Guaranteed Amount, plus its costs, as further outlined in the LSA. Further terms of the LSA are contained in the First Report.

10. The Receiver believes that the LSA is fair and reasonable and that it is in the best interests of the Debtors' stakeholders to enter into the Auction. The granting of the AVO is a condition of the Auction, and the Receiver respectfully requests this Court's approval of the same.

Distribution

11. Subject to the completion of the Auction, it is contemplated that there will be funds in the estates of the Debtors to repay certain indebtedness owing to their senior secured creditor, BMO, subject to any holdbacks which the Receiver believes are required to complete these proceedings or which may be owing to other creditors with a prior-ranking interest in the proceeds (the "**Distributions**"). As such, the Receiver proposes to make one or more interim distributions to BMO from the proceeds of the Auction.

12. The Receiver has obtained an opinion on the validity of BMO's security and the Receiver is of the view that the proposed distributions to BMO are appropriate in the circumstances.

Protection From Liabilities Under the Statutes

13. To facilitate the Receiver making the Court-authorized Distributions in accordance with the Ancillary Order, the proposed Ancillary Order shields the Receiver from liabilities that may arise under the Statutes in connection with the Distributions.

14. While affording protection to the Receiver from liabilities arising under the Statutes in connection with the Distributions, the proposed Ancillary Order does not extinguish or vary any obligations of the Debtors under the Statutes, which obligations, if any, may be included in the reserves to the extent that they benefit from any applicable priority.

15. The protections and releases in favour of the Receiver contained in the Ancillary Order are appropriate in the circumstances and consistent with the protections afforded to Court-appointed officers in similar receivership proceedings.

Sealing Order

16. The Receiver is requesting from the Court that the Confidential Appendices be and remain sealed until the Auction is completed or upon further order of the Court, as the Confidential Appendices contain business terms which could impact a future sale of the Equipment should the Auction fail to close. Public disclosure of these Confidential Appendices could adversely impact the Receiver's ability to re-market the Equipment, which would prejudice the Debtors' stakeholders. The salutary effects of the proposed sealing relief outweigh any deleterious effects that may exist.

Approval of the Reports and Activities

17. The Receiver seeks approval of its activities as described in the First Report. The Receiver has acted diligently and has undertaken those activities described in the First Report which actions are lawful, proper and consistent with the Receiver's powers and duties under the Appointment Order. The Receiver requests the Court's approval of its activities on this basis.

Other Grounds

18. The provisions of the BIA.

19. Rules 1.04, 2.03, 3.02, 16.08, and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.

20. The inherent, statutory, and equitable jurisdiction of this Court.

21. The other grounds as set out in the First Report.

22. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

23. The First Report of the Receiver dated August 4, 2026; and

24. Such further and other material as counsel may submit and this Court may permit.

August 4, 2026

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*Lawyers for AlixPartners Restructuring, Inc., in its
capacity as the Receiver of the Respondents*

BANK OF MONTREAL
Applicant

and **ADRIEL ORTINO CORP., et al.**
Respondents

Court File No. CV-25-00745576-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NOTICE OF MOTION
(Returnable August 11, 2026)

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*Lawyers for AlixPartners Restructuring, Inc., in its
capacity as the Receiver of the Respondents*

TAB 2

**First Report of
AlixPartners Restructuring, Inc.
as Receiver and Manager of
Adriel Ortino Corp., ADD Equipment
Corp., Aden Disposal Corp., AE3
Excavating Corp., AEON Landscaping
Corp., All Seasons Gardening &
Maintenance Ltd., Anthony's
Excavating and Grading Ltd., HC & C
Contracting Inc., and Shilson
Excavation & Trucking Inc.**

August 4, 2026

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COURT FILE NO.: CV-25-00745 576-00CL

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

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

**ADRIEL ORTINO CORP.; ADD EQUIPMENT CORP.; ADEN DISPOSAL
CORP.; AE3 EXCAVATING CORP.; AEON LANDSCAPING CORP.; ALL
SEASONS GARDENING & MAINTENANCE LTD.; ANTHONY'S
EXCAVATING AND GRADING LTD.; HC & C CONTRACTING INC.; AND
SHILSON EXCAVATION & TRUCKING INC.**

Respondents

**IN THE MATTER OF SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY
ACT (CANADA)* R.S.C. 1985 CB.3 AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT (ONTARIO) R.S.O. 1990 C. C.43, AS AMENDED**

**FIRST REPORT OF ALIXPARTNERS RESTRUCTURING, INC.
AS RECEIVER**

AUGUST 4, 2026

1.0 Introduction

1. This report (the "**Report**") is filed by AlixPartners Restructuring, Inc.¹ ("**AlixPartners**") (formerly KSV Restructuring Inc. ("**KSV**")) in its capacity as receiver and manager (the "**Receiver**") of the property, assets and undertaking (the "**Property**") of Adriel Ortino Corp. ("**Adriel**"), ADD Equipment Corp. ("**ADD Equipment**"), Aden Disposal Corp. ("**Aden**"), AE3 Excavating Corp. ("**AE3**"), AEON Landscaping Corp. ("**AEON**"), All Seasons Gardening & Maintenance Ltd. ("**All Seasons**"), Anthony's Excavating and Grading Ltd. ("**Anthony's**"), HC & C Contracting Inc. ("**HC & C**") and Shilson Excavation & Trucking Inc. ("**Shilson**", and together with Adriel,

¹ Effective June 1, 2026, KSV became AlixPartners. The professionals involved in this mandate from the outset remain unchanged.

ADD Equipment, Aden, AE3, AEON, All Seasons, Anthony's and HC&C, the "**Companies**") appointed pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on May 21, 2026 (the "**Receivership Order**"). A copy of the Receivership Order is provided in **Appendix "A"**.

2. The principal purpose of these receivership proceedings is to locate, secure and realize upon the Property, which is largely comprised of excavating, landscaping equipment and dump trucks (collectively, the "**Equipment**"). Based on the books and records of the Companies, there were approximately 600 pieces of Equipment listed to be owned by the Companies.

1.1 Purposes of this Report

1. The purposes of this Report are to:
 - a) provide background information about the Companies;
 - b) summarize a sale process (the "**Sale Process**") carried out by the Receiver for the sale of the Equipment;
 - c) summarize a liquidation services agreement (the "**LSA**") between Infinity Assets Solutions Inc. ("**Infinity**") and the Receiver;
 - d) summarize the Receiver's proposed distribution to Bank of Montreal ("**BMO**"), the Company's most significant secured creditor;
 - e) summarize the Receiver's activities since its appointment; and
 - f) recommend that this Court issue:
 - i. an order (the "**Approval Order**"),
 - a) approving the Sale Process;
 - b) approving the LSA and the transaction contemplated thereby, and authorizing the Receiver to: (i) retain and engage Infinity on the terms set out in the LSA; (ii) execute, deliver and perform its obligations under the LSA, including having Infinity conduct an auction of the Equipment in accordance with the LSA (the "**Auction**"); and (iii) pay Infinity the fees, commissions and other compensation payable to it under the LSA; and
 - c) authorizing the Receiver to convey the Equipment sold at the Auction, or otherwise, to the applicable purchasers free and clear of all liens, encumbrances and other claims; and

- ii. an order (the “**Ancillary Order**”),
 - a) authorizing the Receiver to distribute the net proceeds from realizations in these proceedings, including from the Equipment on which it is the senior secured lender, to BMO up to the amount of BMO’s secured claim against the Companies, subject to any holdbacks which the Receiver believes are required to complete these proceedings, or which may be owing to other creditors with a prior ranking interest in the Equipment;
 - b) sealing Confidential Appendix “1” and “2” (the “**Confidential Appendices**”) to this Report; and
 - c) approving this Report and the Receiver’s activities as described in this Report.

1.2 Restrictions

1. In conducting its review and preparing this report, the Receiver has relied upon the Companies’ unaudited financial statements, books and records and discussions with certain of the Companies’ representatives.
2. The Receiver has not performed an audit or otherwise attempted to verify the accuracy or completeness of the financial information relied on in a manner that complies with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Other than the Court, any party wishing to place reliance on the Companies’ financial information should perform its own diligence.

2.0 Background

1. Prior to the commencement of these proceedings, the Companies operated landscaping, excavation and grading businesses. The Companies ceased operating prior to the commencement of these proceedings. A brief description of each of the Companies is set out below:
 - a) Adriel is a holding company which directly or indirectly holds 100% of the shares of each of the other Companies;
 - b) ADD Equipment is the corporate entity used to purchase, lease or finance the majority of the Equipment;
 - c) Aden operated a dump truck and trucking business and provided these services to the landscaping and excavation business(es) operated by the other Companies;

- d) HC & C, AE3, and Shilson provided excavation, backfill and grading services across the Greater Toronto Area ("**GTA**");
 - e) AEON and All Seasons provided landscaping services across the GTA; and
 - f) Anthony's provided excavation and landscaping services across the GTA.
2. Through discussions with KPMG LLP ("**KPMG**"), which was engaged by the Companies' prior to these proceedings to provide it with forensic accounting services, and BMO, the Receiver understands that the Companies claim that in 2023 they were the victim of fraud alleged to have been committed by their former bookkeepers (the "**Bookkeepers**"). The Receiver understands that, between 2019 and 2023, the Bookkeepers are alleged to have overpaid themselves by approximately \$1,200,000 and to have deleted approximately 500 gigabytes of data from the Companies' servers (the "**Fraud**"). The Receiver understands that the Financial Crimes Unit of the York Regional Police is investigating the Fraud.
 3. In addition, Adriel Ortino, the Companies' principal, maintains that additional fraud occurred involving the Bookkeepers resulting in several millions of dollars of missing revenue (the "**Alleged Missing Revenue**"). The Receiver has only undertaken preliminary investigative efforts with respect to the Fraud and the Alleged Missing Revenue. The Receiver is currently in consultation with BMO and is considering next steps, if any, regarding these matters.
 4. The application to appoint the Receiver was made by BMO in respect of its loans to the Companies (collectively, the "**BMO Loans**"). BMO was owed approximately \$18.5 million as at May 12, 2026, plus fees, interest and costs that continue to accrue (collectively, the "**BMO Indebtedness**").
 5. The Companies' head office is listed as 3219 Yonge Street, 313, Toronto, Ontario but the Receiver understands that 11904 Woodbine Ave, Whitchurch-Stouffville, Ontario served as the Companies' functioning head office (the "**Head Office**").
 6. The Companies currently lease yards located at the addresses municipally known as: (i) 90 Shamrock Rd., London, Ontario, (ii) 984 Farewell St, Oshawa, Ontario and (iii) 11904 Woodbine Ave, Whitchurch-Stouffville, Ontario (collectively, the "**Equipment Yards**"). The Equipment for which the Receiver was able to secure is located at the Equipment Yards. Total monthly occupancy costs are approximately \$25,000.

7. At the time the Receivership Order was granted, numerous pieces of the Equipment were missing (the "**Missing Equipment**"). The Receiver took steps to locate the Missing Equipment. To the extent such equipment was located, it appears to have been left by the Companies at various job sites across southern Ontario. The Receiver has taken possession of the Missing Equipment that was located and returned it to the various Equipment Yards.
8. Under the terms of the Receivership Order, the Receiver has the authority to sell individual pieces of Equipment without further Order of the Court provided (i) any secured party with a valid PMSI consents to such sale, and (ii) the sale price for any such transaction falls within the permitted thresholds set forth in Paragraph 3(k) of the Receivership Order. The Receiver has not completed any sales of the Equipment to date.
9. Additional information about the Companies' background and the materials filed in these proceedings, can be found on the Receiver's website at: <https://www.ksvadvisory.com/experience/case/ortinogroup>.

3.0 Secured Creditors

1. BMO is the Companies' principal secured creditor. The Receiver understands that, as security for the BMO Indebtedness, the Companies granted BMO broad security, including, without limitation, general security agreements over substantially all of the Companies' personal property (collectively, the "**GSAs**"), and BMO registered financing statements under the *Personal Property Security Act* (Ontario) (the "**PPSA**") against each of the Companies and certain of the Equipment.
2. Following the Companies' defaults under the BMO Loans, BMO demanded repayment, and after two forbearance periods, the latter of which terminated in May 2026, proceeded with the receivership application.
3. The other material secured creditors of the Companies are National Bank of Canada ("**NBC**") and The Toronto-Dominion Bank ("**TD Bank**"), each of which maintains a first ranking security interest in certain of the Companies' Equipment.
4. As provided in the Receivership Order, the Equipment subject to TD Bank's security was excluded from these proceedings and TD Bank was permitted to repossess their collateral. TD Bank is required to provide the Receiver with an accounting from TD Bank's realization efforts and pay over to the Receiver any equity recovered.
5. Pursuant to the terms of the Receivership Order, NBC was permitted to repossess its Equipment provided it delivered written notice to the Receiver within 10 days of the Receivership Order that it desired to do so, and provided it made certain payments to the Receiver in accordance with Paragraph 36 of the Receivership Order.

6. Per the terms of the Receivership Order, NBC elected to repossess its Equipment and agreed to make the required payment. NBC has made the required payments to the Receiver, but as of the date of this Report, has not taken any steps to repossess its equipment. Similarly to TD Bank, NBC is required to deliver an accounting to the Receiver of its realization efforts and remit any equity to the Receiver.
7. Wells Fargo has security on one piece of equipment. The Receiver is dealing with Wells Fargo to either have its equipment sold by Infinity, or to have Wells Fargo take possession of its equipment.

4.0 Sale Liquidation Process

1. On June 29, 2026, the Receiver sent an email to eight liquidators requesting proposals by no later than 5:00 pm (Toronto time) on July 16, 2026. A copy of the email is provided in **Appendix "B"**. In particular, the email requested the following:
 - a) a net minimum guarantee or an outright purchase price with a schedule providing an allocation of this amount to each piece of Equipment;
 - b) a summary of the proposed realization process and the timeline to conduct an auction (including preparation and cleanup);
 - c) an expense summary;
 - d) the duration of the rent-free period required;
 - e) the proposed sharing split above the net minimum guarantee; and
 - f) any other material terms and conditions.
2. Each liquidator was provided a detailed listing of the Equipment and, between July 1 and July 16, 2026, the Receiver facilitated due diligence by the liquidators, including allowing each of them to attend the Equipment Yards to physically inspect the Equipment.
3. On July 16, 2026 the Receiver received five offers, with the best offer submitted by Infinity.
4. A summary of the offers is provided in **Confidential Appendix "1"** (the **"Offer Summary"**). The Receiver's rationale for seeking an order sealing the information is provided in Section 4.2 below.

4.1 Liquidation Services Agreement²

1. A summary of the key terms and conditions of the LSA is as follows:

- a) Auctioneer: Infinity, a liquidator based in Concord, Ontario.
- b) Auction Date: On or before September 30, 2026.
- c) Guaranteed Amount:
 - Infinity is to pay the Receiver the Guaranteed Amount, subject to a reduction for any Assets withdrawn from the Auction, on the basis of the allocation set out in Schedule "A" of the LSA; and
 - Infinity is to pay the Guaranteed Amount in two stages: (i) an amount paid to the Receiver within four business days of the execution of the LSA; and (ii) the balance of the Guaranteed Amount paid to the Receiver no later than five days prior to the first Auction Date.
- d) Sharing Provision: The Receiver is entitled to 85% of all sale proceeds realized from the Equipment, after Infinity recovers the Guaranteed Amount plus its costs as further outlined in the LSA.
- e) Augmented Assets: The Receiver is entitled to 20% of the net proceeds realized from the sale of assets other than the Equipment.
- f) Buyer's Premium: Infinity is entitled to a 19% Buyer's Premium from each purchaser at the Auction and retains the right to waive the Buyer's Premium on any individual sale at the Auction at its sole discretion.
- g) Assets: the equipment listed on Schedule "A" of the LSA.
- h) Expenses:
 - the Receiver is responsible for providing Infinity with unrestricted access to the Premises until October 31, 2026, after which all occupancy costs are for its account;
 - Infinity is responsible for the advertising and Auction set up costs, as well as certain other costs;

² Terms not defined in this section have the meaning provided to them in the LSA, unless otherwise defined herein.

- Infinity is liable for any costs, expenses, or losses suffered by the Receiver, or the Companies, resulting from any action taken by Infinity or its agents and employees upon the premises, including but not limited to failure to remove Assets which are sold from the Premises, or the failure to leave the Premises in an orderly and broom-swept condition; and
- Infinity is responsible to clean any spills or oil, lubricant, grease or any other liquid remaining after removal of any of the Assets. Additionally, Infinity is required to remove or cap all electrical wires, air, water, or other lines to the nearest point close to the Assets, and all bolts “blown off”, and to place safety barriers around any pits.

i) Termination: the LSA may be terminated:

- by mutual written consent of the Receiver and Infinity;
- if the Approval Order is not granted by August 31, 2026;
- by the Receiver if Infinity fails to comply with the provisions of the LSA in any material respect, subject to the Receiver providing Infinity with three business days to remedy such failure; or
- by Infinity if the Receiver fails to comply with the provisions of the LSA in any material respect, subject to Infinity providing the Receiver with three business days to remedy such failure.

j) Other: the LSA is consistent with standard insolvency transactions, i.e. to be completed on an “as is, where is” basis, without any material representations or warranties.

2. A copy of the redacted LSA is provided in **Appendix “C”**. The only redactions are for the Guaranteed Amount and a schedule which allocates the net minimum guarantee across each asset, which is provided in **Confidential Appendix “2”**. An unredacted copy of the LSA is provided in **Confidential Appendix “3”**.

4.2 Sealing

1. In the event the LSA is breached or terminated for any reason, another sale process may be required. If the purchase price and allocation of value by Asset in the LSA is not sealed, future bidders would have access to the amount that was accepted by the Receiver. Similarly, if the Offer Summary is not sealed, future bidders would have access to offer details.
2. No party will be prejudiced if the information is sealed at this time.

3. The salutary effects of sealing such information from the public record greatly outweigh the deleterious effects of doing so under the circumstances. The Receiver is of the view that the sealing of the Confidential Appendices is consistent with the decision in *Sherman Estate v. Donovan*, 2021 SCC 25. Accordingly, the Receiver believes the proposed sealing of the Confidential Appendices is appropriate in the circumstances.

4.3 Liquidation Process Recommendation

1. The Receiver respectfully recommends that the Court approve the LSA for the following reasons:
 - a) the Receiver believes that the Sale Process was commercially reasonable and appropriate in the circumstances;
 - b) the LSA provides for the greatest recovery available in the circumstances;
 - c) the Receiver is of the view that additional time marketing the Equipment will not result in a superior transaction and would impair value given the occupancy and costs at the Equipment Yard, insurance costs and other expenses;
 - d) the Receiver believes that the terms of the LSA are commercially reasonable;
 - e) BMO has advised the Receiver that it supports the Receiver entering the LSA and the Transaction;
 - f) there are no going-concern options for the businesses; and
 - g) the Receiver is not aware of any party opposed to the relief requested in this Report.

5.0 Recommended Distribution

1. As set out in the affidavit sworn May 15, 2026 supporting BMO's receivership application, BMO was owed approximately \$18,498,786.30 at the time these proceedings commenced. BMO has also funded, on a net basis, \$157,450 under the Receiver's Borrowing Charge, as defined in the Receivership Order. The net proceeds from the sale of the Equipment are a small fraction of the amount owed to BMO.
2. Subject to the Court's approval, the Receiver intends to pay to BMO the net proceeds from the sale of any Equipment over which BMO has the senior-ranking security interest. The Receiver also intends to distribute to BMO the proceeds of any non-Equipment realizations in these proceedings, including from the construction-related and other litigation in which certain of the Companies are the plaintiff.

3. The Receiver instructed its legal counsel, Aird & Berlis LLP ("**A&B**"), to provide an opinion on the validity and enforceability of BMO's security granted by the Companies. A&B's opinion provides that, subject to the customary assumptions and qualifications contained therein, the security granted by the Companies to BMO is valid and enforceable. Upon request, a copy of the opinion can be provided to the Court for its review.
4. The Receiver intends to retain any proceeds where (i) there is uncertainty as to BMO's priority, including in respect of certain Equipment; and (ii) another secured creditor has priority. The Receiver also intends to retain sufficient funds to pay the fees and costs of these proceedings.
5. The Receiver also intends to review Wells Fargo's security in advance of the return of this motion. The Receiver will advise the Court of its review at the motion. If the Receiver's counsel confirms the validity and enforceability of Wells Fargo's security, the Receiver will either permit Wells Fargo to repossess its equipment or have it sold by Infinity, with the proceeds distributed to Wells Fargo.

6.0 Receiver's Activities

1. The Receiver's activities since its appointment have included, among other things, the following:
 - a) arranging insurance and dealing with Arthur J. Gallagher Limited, the Companies' insurance broker;
 - b) taking control of the Companies' bank accounts and opening receivership accounts;
 - c) dealing with utility providers;
 - d) preparing, filing and sending the Notice and Statement of the Receiver pursuant to sections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*;
 - e) corresponding extensively with McCague Borlack LLP, the Companies' legal counsel, regarding various litigation matters involving the Companies;
 - f) corresponding with KPMG regarding the Fraud and with Chubb Insurance Company of Canada and Intact Insurance Company regarding same;
 - g) realizing on certain insurance claims;
 - h) corresponding with KPMG regarding the Analysis and reviewing correspondence and documentation regarding same;

- i) corresponding with the former managers of the Equipment Yards (the "**Yard Managers**") and Tert & Ross Ltd. ("**T&R**"), a company retained by the Receiver to assist in locating the Missing Equipment, and securing same;
- j) preparing and maintaining listings of the Equipment and the Missing Equipment and updating same as Missing Equipment was located (the "**Found Equipment**");
- k) coordinating with the Yard Managers and T&R to consolidate the Found Equipment at the Equipment Yards;
- l) corresponding with the Companies' creditors, including landlords;
- m) corresponding with Lerner's LLP, counsel to NBC, regarding its Equipment and discussing the return of NBC's equipment to NBC;
- n) preparing a listing of the NBC Equipment and calculating the Receiver's cost incurred in locating and securing same, for reimbursement by NBC, as provided for in the Receivership Order;
- o) reviewing the Companies' insurance policies to determine if the existing coverage is appropriate;
- p) attending at the Head Office to retrieve the Companies' books and records (to the extent available);
- q) corresponding with KPMG and Leadenhall Limited, the insurance adjuster retained by AIG Insurance Company of Canada, with respect to outstanding receivable balances from various former customers of the Companies;
- r) dealing with BMO regarding funding for these proceedings;
- s) carrying out the Sale Process and dealing with each liquidator regarding same, as detailed in this Report;
- t) corresponding with Canada Revenue Agency regarding the Companies' payroll and HST accounts; and
- u) preparing this Report.

7.0 Conclusion

1. Based on the foregoing, the Receiver respectfully recommends that the Court grant the relief requested in this Report.

* * *

All of which is respectfully submitted,

AlixPartners Restructuring, Inc.

**ALIXPARTNERS RESTRUCTURING, INC.
SOLELY IN ITS CAPACITY AS RECEIVER AND MANAGER OF
ADRIEL ORTINO CORP.; ADD EQUIPMENT CORP.; ADEN DISPOSAL
CORP.; AE3 EXCAVATING CORP.; AEON LANDSCAPING CORP.; ALL
SEASONS GARDENING & MAINTENANCE LTD.; ANTHONY'S
EXCAVATING AND GRADING LTD.; HC & C CONTRACTING INC.; AND
SHILSON EXCAVATION & TRUCKING INC.
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY**

Appendix “A”

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	THURSDAY, THE 21ST
	)	
JUSTICE CAVANAGH	)	DAY OF MAY, 2026

BANK OF MONTREAL

Applicant

- and -

**ADRIEL ORTINO CORP.; ADD EQUIPMENT CORP.; ADEN DISPOSAL
CORP.; AE3 EXCAVATING CORP.; AEON LANDSCAPING CORP.; ALL
SEASONS GARDENING & MAINTENANCE LTD.; ANTHONY’S
EXCAVATING AND GRADING LTD.; HC & C CONTRACTING INC.; AND
SHILSON EXCAVATION & TRUCKING INC.**

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY
ACT, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE COURTS OF JUSTICE
ACT, R.S.O. 1990, c. C-43, AS AMENDED**

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing KSV Restructuring Inc. (“**KSV**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of each of Adriel Ortino Corp., ADD Equipment Corp., Aden Disposal Corp., AE3 Excavating Corp., Aeon Landscaping Corp., All Seasons Gardening & Maintenance Ltd., Anthony’s Excavating and Grading Ltd., HC & C Contracting Inc., and Shilson Excavation & Trucking Inc. (collectively, the “**Debtors**”, and each a “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtors, was heard this day by way of judicial videoconference via Zoom at Toronto, Ontario.

ON READING the affidavit of Michaela Wolf sworn May 15, 2026 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, and such other parties listed on the Counsel Slip, no one else appearing although duly served as appears from the affidavit of service of Katherine Yurkovich sworn May 19, 2026 and on reading the consent of KSV to act as the Receiver,

APPOINTMENT

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the “**Property**”).

RECEIVER’S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors including the powers to enter into any agreements, incur any obligations in the ordinary course

of business, cease to carry on all or any part of the business, or cease to perform or disclaim any contracts of the Debtors;

- (d) to engage consultants, servicers, brokers, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors, and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by any of the Debtor entities;
- (g) to settle, extend or compromise any indebtedness owing to any of the Debtor entities;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of any of the Debtor entities, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to any of the Debtor entities, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business including by way of Eligible Transactions (as defined below),

(i) without the approval of this Court in respect of any transaction not exceeding \$250,000.00, provided that the aggregate consideration for all such transactions does not exceed \$2,000,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* (the “PPSA”), shall not be required;

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of any of the Debtor entities;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of any of the Debtor entities, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by any of the Debtor entities;

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor entities may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including each of the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) each of the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver, or permit the Receiver to take immediate possession of all such Property, upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of any of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein

whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors, or any one of them, or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of any of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against any of the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph

shall (i) empower the Receiver or any of the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or any of the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with any of the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of any of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of any of the Debtors shall remain the employees of the applicable Debtor until such time as the Receiver, on the applicable Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and

powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver's Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$750,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it

deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver's Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SALE OF EQUIPMENT

25. THIS COURT ORDERS AND DECLARES that the Receiver is hereby authorized to enter into individual transactions for the sale of the Debtors’ landscaping equipment, excavating equipment, and ancillary construction equipment (“**Equipment**”) without further Order of this Court, provided (a) such transactions comply with the requirements of paragraph 3(k) of this Order; and (b) any party the Receiver believes is asserting a valid purchase-money security interest over Equipment subject to a specific transaction consents to the transaction (each an “**Eligible Transaction**”).

26. THIS COURT ORDERS AND DECLARES that upon the delivery of a sale certificate to a purchaser (the “**Purchaser**”) in respect of an Eligible Transaction substantially in the form attached as Schedule “B” hereto (a “**Sale Certificate**”) that all of the applicable Debtor’s and/or the Receiver’s right, title and interest in and to the Equipment listed on Schedule “B” to the sale certificate (each “**Purchased Assets**”) for such Eligible Transaction shall vest absolutely in the respective Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies,

charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by this Order; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Repair and Storage Liens Act*, RSO 1990, c R.25 (“**RSLA**”), including those evidenced by registration pursuant to the RSLA, or the PPSA or similar legislation in any province and as registered in any other personal property registry system in any province, and, for greater certainty, this Court orders that all the Claims affecting or relating to such Purchased Assets are hereby expunged and discharged as against such Purchased Assets.

27. THIS COURT ORDERS that in respect of each Eligible Transaction, the Receiver and its counsel are hereby authorized to insert into the Sale Certificate for that Eligible Transaction the name of the Purchaser and a description of the Equipment sold.

28. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of any Purchased Assets shall stand in the place and stead of the Purchased Assets, and all Claims and encumbrances shall attach to the net proceeds from the sale of such Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

29. THIS COURT ORDERS AND DIRECTS that the Receiver to file with the Court a copy of all Sale Certificates, forthwith after delivery thereof.

30. THIS COURT ORDERS that the Receiver is hereby authorized and empowered to discharge, delete and expunge all registrations or liens in respect of Claims against any Purchased Assets pursuant to the RSLA, PPSA or any other personal property registry system, without further order of this Court.

31. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Applicants and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of any Purchased Assets in a Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

TD EQUIPMENT

32. THIS COURT ORDERS that notwithstanding anything else in this Order, the term “Property” as used herein shall not include the Equipment listed in Schedule “C” (the “**TD Repossessed Equipment**”).

33. THIS COURT ORDERS that TD Equipment Finance Canada, a division of the Toronto-Dominion Bank (“**TD**”) shall provide an accounting from the sale by TD of any TD Repossessed Equipment to the Receiver, and shall pay to the Receiver any excess proceeds held by TD from such sale after the repayment in full of amounts owed to TD, and such excess proceeds shall form “Property” for the purposes of this Order.

NBC EQUIPMENT

34. THIS COURT ORDERS that notwithstanding anything else in this Order, the Receiver is authorized to take possession of any and all Equipment listed in Schedule “D” hereto (the “**NBC Equipment**”), and shall advise counsel to National Bank of Canada (“**NBC**”), in writing, of both the NBC Equipment in the Receiver’s possession and the location of same (each a “**NBC Notice**”).

35. THIS COURT ORDERS that NBC shall have ten (10) days from receipt of the NBC Notice to elect to take possession of the NBC Equipment.

36. THIS COURT ORDERS that should NBC elect to take possession of specific NBC Equipment listed in the NBC Notice it shall remit the sum of (a) \$1,500 per unit NBC elects to take possession of inclusive of HST (“**NBC Repossessed Equipment**”) to the Receiver as payment for the Receiver’s professional fees in securing and storing the NBC Repossessed Equipment in question and completing any security review required in connection with the NBC Repossessed Equipment; and (b) any costs incurred by the Receiver attributable to the NBC

Reposessed Equipment from the date of its appointment to the date NBC takes possession of such NBC Repossessed Equipment.

37. THIS COURT ORDERS that NBC shall provide an accounting from the sale of any NBC Repossessed Equipment to the Receiver, and shall pay to the Receiver any excess proceeds held by NBC from such sale after the repayment in full of amounts owed to NBC and such excess proceeds shall form “Property” for the purposes of this Order.

38. THIS COURT ORDERS that NBC may elect to leave some, or all, of the NBC Equipment in the Receiver’s possession such that it may be liquidated by the Receiver. If the Receiver liquidates any, or all, of the NBC Equipment it shall: (a) segregate proceeds received from the sale of the NBC Equipment in question; (b) provide NBC with an accounting of proceeds from the sale of the NBC Equipment; and (c) as part of any distribution, provide a summary of costs being attributed to the NBC Equipment which shall either be agreed to by NBC, or addressed at a future court appearance.

SERVICE AND NOTICE

39. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf> shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.ksvadvisory.com/experience/case/ortinogroup>

40. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors’ creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to

be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

42. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of any of the Debtors.

43. THIS COURT ORDERS that the Receiver is authorized but not obligated to file an assignment in bankruptcy for any of the Debtor entities pursuant to the BIA in the city of Toronto, Ontario naming KSV as the trustee in bankruptcy and that regard to sign such documents in the name of the applicable Debtor entity and take all such steps as are necessary to make the assignment in bankruptcy and commence proceedings under the BIA.

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

45. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

46. THIS COURT ORDERS that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

47. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver and manager (the "**Receiver**") of the assets, undertakings and properties Adriel Ortino Corp., ADD Equipment Corp., Aden Disposal Corp., AE3 Excavating Corp., Aeon Landscaping Corp., All Seasons Gardening & Maintenance Ltd., Anthony's Excavating and Grading Ltd, HC & C Contracting Inc., and Shilson Excavation & Trucking Inc. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 21st day of May, 2026 (the "**Order**") made in an application having Court file number CV-25-00745576-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

**KSV RESTRUCTURING INC., solely in its
capacity as Receiver of the Property, and not in its
personal capacity**

Per: _____

Name: Bobby Kofman

Title: Managing Director & President

**SCHEDULE B –
FORM OF SALE CERTIFICATE**

Court File No. CV-25-00745576-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

**ADRIEL ORTINO CORP.; ADD EQUIPMENT CORP.; ADEN DISPOSAL
CORP.; AE3 EXCAVATING CORP.; AEON LANDSCAPING CORP.; ALL
SEASONS GARDENING & MAINTENANCE LTD.; ANTHONY’S
EXCAVATING AND GRADING LTD.; HC & C CONTRACTING INC.; AND
SHILSON EXCAVATION & TRUCKING INC.**

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY
ACT, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE COURTS OF JUSTICE
ACT, R.S.O. 1990, c. C-43, AS AMENDED**

SALE CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (the “**Court**”) dated May 21, 2026 (the “**Appointment Order**”), KSV Restructuring Inc. was appointed as the receiver and manager (the “**Receiver**”), without security, of the undertaking, property and assets of each of the Respondents (the “**Debtors**”).

B. Pursuant to the Appointment Order, the Receiver was authorized to enter into individual transactions for the sale of the Debtors’ landscaping equipment, excavating equipment, and ancillary construction equipment (“**Equipment**”) without further Order of this Court provided (a) such transactions comply with the requirements of paragraph 3(k) of the Appointment Order; and (b) any party the Receiver believes is asserting a valid purchase-money security interest over Equipment subject to a specific transaction consents to the transaction.

C. The Receiver has entered into a sale transaction (the “**Sale Transaction**”) for the equipment listed in Schedule A (the “**Purchased Assets**”) with **[name of purchaser to be inserted by the Receiver]** (the “**Purchaser**”). The Sale Transaction constitutes an Eligible Transaction.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the purchase price for the Purchased Assets net of any holdbacks and adjustments the Receiver deems acceptable; and
2. The transaction has been completed to the satisfaction of the Receiver.
3. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**KSV RESTRUCTURING INC., in its capacity as
Receiver of the undertaking, property and assets
of the Debtors, and not in its personal capacity**

Per: _____

Name: Bobby Kofman

Title: Managing Director & President

Schedule B – Purchased Assets

[DESCRIPTION TO BE INSERTED BY RECEIVER]

SCHEDULE C

TD EQUIPMENT

Model	Year	Nature	Serial Number
John Deere 350D LC Excavator	2007	Construction Equip (ex backhoe	FF350DX805614
John Deere 350G LC Excavator	2015	Construction Equip (ex backhoe	1FF350GXEFF810677
John Deere 350D LC Excavator	2007	Construction Equip (ex backhoe	FF350DX805694
Hitachi ZX350LC-5N Hydraulic Excavator	2012	Construction Equip (ex backhoe	1FFDDC70CCE930185
2009 Ford F250 SD Truck	2009	Trucks/passenger vehicle	1FTSW21R99EA30646
2012 Ford F550 4x4 Truck	2012	Trucks/passenger vehicle	1FDUF5HT2CEC20013
2014 Dodge RAM 3500 Truck	2014	Trucks/passenger vehicle	3C63R3GL3EG108093
Beka Max Auto Lube System	2019	Construction Equip (ex backhoe	SI1001D22667
Beka Max Auto Lube System	2019	Construction Equip (ex backhoe	SI0911D22635
Bobcat T450 T4	2019	Construction Equip (ex backhoe	AUVP16296
Case TR320	2015	Construction Equip (ex backhoe	JAFTR320TEM482837
Case TR320	2017	Construction Equip (ex backhoe	JAFTR320EHM428763
Bobcat T450 T4	2019	Construction Equip (ex backhoe	AUVP16110
Bobcat T450 T4	2019	Construction Equip (ex backhoe	AUVP16098
Beka Max Auto Lube System	2019	Construction Equip (ex backhoe	SI0912D32660
Bobcat T450 T4	2019	Construction Equip (ex backhoe	AUVP16300
John Deere 27D	2010	Trucks/passenger vehicle	1FF027DXEA0255315
Dodge Ram 1500	2019	Trucks/passenger vehicle	1C6RR7GM8KS688553
Dodge Ram 1500	2019	Trucks/passenger vehicle	1C6RR7GM2KS688550
John Deere 290G	2016	Trucks/passenger vehicle	1FF290GXCGD706521
Bobcat T450 T4	2019	Construction Equip (ex backhoe	AUVP16098
Bobcat T450 T4	2019	Construction Equip (ex backhoe	AUVP16110
Bobcat T450 T4	2019	Construction Equip (ex backhoe	AUVP16300
CASE TR320	2015	Construction Equip (ex backhoe	JAFTR320TEM482837
CASE TR320	2017	Construction Equip (ex backhoe	JAFTR320EHM428763
Bobcat T450 T4	2019	Construction Equip (ex backhoe	AUVP16296
BOBCAT T450 T4	2018	Construction Equip (ex backhoe	AUVP15341
BOBCAT T450 T4	2018	Construction Equip (ex backhoe	AUVP15076
BOBCAT T450 T4	2018	Construction Equip (ex backhoe	AUVP15170
BOBCAT T450 T4	2016	Construction Equip (ex backhoe	AUVP13210
BOBCAT T450 T4	2018	Construction Equip (ex backhoe	AUVP15156

SCHEDULE D
NBC EQUIPMENT

1. 2021 BOBCAT T770 LOADER AT6328282
2. 2021 BOBCAT T770 LOADER AT6328276
3. 2021 BOBCAT T770 LOADER AT6328271
4. 2021 BOBCAT T770 LOADER AT6328278
5. 2021 BOBCAT T770 LOADER AT6328280
6. 2021 BOBCAT T770 LOADER AT6328277
7. 2021 BOBCAT T770 LOADER AT6328273
8. 2021 BOBCAT T770 LOADER AT6328275
9. 2021 BOBCAT T770 LOADER AT6328284
10. 2021 BOBCAT T770 LOADER AT6328281
11. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328282 C/W
12. 2021 BOBCAT 80" HD BUCKET S/N
13. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328276 C/W
14. 2021 BOBCAT 80" HD BUCKET S/N
15. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328271 C/W
16. 2021 BOBCAT 80" HD BUCKET S/N
17. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328278 C/W
18. 2021 BOBCAT 80" HD BUCKET S/N
19. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328280 C/W
20. 2021 BOBCAT 80" HD BUCKET S/N
21. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328277 C/W
22. 2021 BOBCAT T770 LOADER AT6328273
23. 2021 BOBCAT T770 LOADER AT6328275

24. 2021 BOBCAT T770 LOADER AT6328284
25. 2021 BOBCAT T770 LOADER AT6328281
26. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328282 C/W
27. 2021 BOBCAT 80" HD BUCKET S/N
28. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328276 C/W
29. 2021 BOBCAT 80" HD BUCKET S/N
30. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328271 C/W
31. 2021 BOBCAT 80" HD BUCKET S/N
32. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328278 C/W
33. 2021 BOBCAT 80" HD BUCKET S/N
34. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328280 C/W
35. 2021 BOBCAT 80" HD BUCKET S/N
36. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328277 C/W
37. 2021 BOBCAT 80" HD BUCKET S/N
38. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328273 C/W
39. 2021 BOBCAT 80" HD BUCKET S/N
40. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328275 C/W
41. 2021 BOBCAT 80" HD BUCKET S/N
42. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328284 C/W
43. 2021 BOBCAT 80" HD BUCKET S/N
44. 2021 BOBCAT T770 COMPACT TRACK LOADER S/N AT6328281 C/W
45. 2021 BOBCAT 80" HD BUCKET S/N
46. 2012 JOHN DEERE 250G LC EXCAVATOR 1FF250GXCCD608457
47. 2012 ATTACHMENT BEKA-MAX EP-1 AUTOMATIC LUBRICATI C94969
48. 2008 FORD F-250 SD XL 1FTSX21R28ED10369
49. 2019 RAM CREW CAB 4X4 1C6RR7LM1KS673043

50. 2019 DODGE RAM 500 QUAD CAB 1C6RR7GM6KS688552
51. 2019 DODGE RAM 500 QUAD CAB 1C6RR7GM4KS688551
52. 2016 CASE 580SN BACKHOE JJGN58SRJFC722413
53. 2018 ASV RT40 TRACK LOADER ASVRT40KJDS00109
54. 2018 ASV RT75 ASVRT075VJD501448
55. 2011 CASE TR270 LOADER JAFTR270ABN438800
56. 2014 CASE TR270 LOADER JAFTR270JEM482490
57. 2015 CASE TR270 LOADER JAFTR270LEM482575
58. 2015 CASE TR270 LOADER JAFTR270VEM482573
59. 2015 CASE TR270 LOADER JAFTR270AEM482574
60. 2017 KOBELCO MINI EXCAVATOR PH09-20511
61. 2015 XJB-16 POWERDIGGER 3D BOX 20193040
62. 2017 SMARTNET MCRTK GPS SYSTEM 10203686
63. 2017 SMARTNET MCRTK GPS SYSTEM 10203687
64. 2017 ROTOTILT RT208 TILTROTATOR 280791-RC
65. 2019 BOBCAT T450 T4 LOADER AUPV16061
66. 2020 BOBCAT T450 T4 LOADER AUPV17219
67. 2020 BOBCAT T450 T4 LOADER AUPV17178
68. 2019 BOBCAT T450 T4 LOADER AUPV16728
69. 2019 BOBCAT T450 T4 LOADER AUPV16689
70. 2019 BOBCAT T450 T4 LOADER AUPV16960
71. 2019 BOBCAT E63 T4 EXCAVATOR B34R12015
72. 2019 BOBCAT E63 T4 EXCAVATOR B34R12036
73. 2015 JOHN DEERE 4501 CRAWLER DOZER 1T0450JXKFD285751
74. 2013 JOHN DEERE 290G EXCAVATOR 1FF290GXTCD705681
75. 2014 CATERPILLAR D3K2XL KFF00339

76. 2018 CATERPILLAR 289D SKID STEER CAT0289DJTAW09278
77. 2016 ASV TRACK LOADER ASVRT030C6YS00440
78. 2008 ASV TRACK LOADER PTA03799
79. 2016 JOHN DEERE 550K DOZER 1T0550KXCGF292839
80. 2012 JOHN DEERE 250G 1FF250GXECD608487
81. 2018 CATERPILLAR D3K2XL CAT00D3KJKF202424
82. 2016 JOHN DEERE 450J 1T0450JXJED269050
83. 2010 CASE 580SM JJGN580SCAC531526
84. 2010 CASE 580SM JJGN580SVAC531494
85. 2015 JONH DEERE 250G 1FF250GXPF609681
86. 1994 MACK 600 DP 1M2AM09C6RM002682
87. 2005 FORD F-450 SD CREW CAB 1FDXW47P45EB12832
88. 2008 CHEVROLET SILVERADO 2500HD 1GCHK29628E175008
89. 2008 CHEVROLET SILVERADO 2500HD 1GCHK29678E175568
90. 2006 FORD F-450 SD 1FDXF47P46EC51893
91. 2013 DOGDE RAM 2500 SLT 3C6UR5JL1DG605800
92. 2008 FORD F-250 SD XL 1FTSX21R08EE25777
93. 2015 DOGDE RAM 1500 1C6RR6FM2FS607354
94. 2014 FORD F-250 SD XL 1FT7W2BT0EEA63156
95. 2016 KENWORTH T880 DUMP TRUCK 1NKZXP0X7GJ981892
96. 2017 CATERPILLAR 330FL EXCAVATOR CAT0330FLMBX10109
97. 2017 CATERPILLAR 330FL EXCAVATOR CAT0330FCMBX10051
98. 2008 FORD F-250 1FTSW21R28ED43326
99. 2008 FORD F-250 1FTSF21R68EC96270
100. 2014 CATERPILLAR D4K2XL DOZER CAT0D4K2EKMM200415
101. 2013 CASE TR270 SKID STEER JAFTR270HCM460350

102. 2018 CATERPILLAR D3K2XL DOZER CAT00D3KAKF202346
103. 2017 CATERPILLAR 239D CAT0239DJBL901728
104. 2007 CATERPILLAR 320DL CAT0320DAPHX00169
105. 2004 CASE 550 H LT DOZER 090010406002
106. 2020 BOBCAT T450 T4 AUV16390
107. 2020 BOBCAT T450 T4 AUV16393
108. 2020 BOBCAT T450 T4 AUV17390
109. 2020 BOBCAT T450 T4 AUV17393
110. 2018 ASV RT40 TRACK LOADER ASVRT40KJDS00109
111. 2018 ASV RT75 ASVRT075VJD501448
112. 2008 Ford F-250 SD X 1FTSW21R28ED43326
113. 2008 Ford F-250 SD XL 4WD 1FTSF21R68EC96270
114. 2004 Ford F-450 SD Crew Cab 1FDXW47P34EA55764
115. 2008 Ford F-250 XL 1FTSW21R78ED10371
116. 2016 Ram 1500 Tradesman Quad Cab 4WD 1C6RR7FM0GS146808
117. 2014 Ram 5500HD 3C7WRNFL9EG261521
118. 2021 RAM 2500 Truck c/w all parts and accessories 3C6UR5FL6MG703424
119. 2018 Lee-Boy 1000 Crawler Asphalt Paver 180378
120. 2018 MVM7 Mobilizer Trailer 7GYBE1825JM001751
121. 2008 Milano 30 Ft Quad/A Equipment Trailer 2M9THG8X68E062170
122. 2010 Float King 30 Ft Tri/A Equipment Trailer 2T9PSG3V4A0660203
123. 2018 RAM 1500 SLT; 1C6RR7LM8JS226742
124. 2018 RAM 1500 CREW CAB; 1C6RR7LM8JS287721
125. 2012 FORD F-350 SUPER DUTY XL; 1FT8W3BT2CED01841
126. 2018 RAM 1500 DIESEL; 1C6RR7LM0JS310103
127. 2018 RAM 1500 SLT 4X4 CREW CAB; 1C6RR7LM8JS290621

- 128. 2018 RAM 1500 RAM 155 BIG HORN; 1C6RR7TM9JS287520
- 129. 2019 RAM 1500 CLASSIC TRADESMAN; 1C6RR7KM3KS705234
- 130. 2019 RAM 1500 TRADESMAN 4X4 CREW CAB; 1C6RR7KM1KS719472
- 131. 2019 BOBCAT T450 TRACK SKID STEER; AUV16112

BANK OF MONTREAL

-AND- ADRIEL ORTINO CORP., ET AL.

Applicant

Respondents

APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C-43, AS AMENDED

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER
(Appointing Receiver)

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

Thomas Gertner (67756S)
Thomas.gertner@gowlingwlg.com

Katherine Yurkovich (80396R)
kate.yurkovich@gowlingwlg.com

Tel: (416) 862-7525

Lawyers for Bank of Montreal, the Applicant

Appendix “B”

From: Laraia, Nathan
Sent: June 29, 2026 7:06 PM
To: [REDACTED]
Cc: Kofman, Bobby <robert.kofman@alixpartners.com>
Subject: Liquidation Opportunity - Ortino Group

Hi [REDACTED],

We are prepared to begin the liquidation/sales process for the Ortino Group. Please see the details below.

The Ontario Superior Court of Justice (Commercial List) made an order on May 21, 2026 appointing AlixPartners Restructuring Inc. (formerly KSV Restructuring Inc.) as Receiver and Manager (the “**Receiver**”) of Adriel Ortino Corp., ADD Equipment Corp., Aden Disposal Corp., AE3 Excavating Corp., AEON Landscaping Corp., All Seasons Gardening & Maintenance Ltd., Anthony’s Excavating and Grading Ltd., HC & C Contracting Inc., and Shilson Excavation & Trucking Inc. (collectively, the “**Debtors**”).

The Debtors previously provided dump truck, trucking, excavation, backfill, grading, and landscaping services across the GTA and southern Ontario.

The Debtors’ equipment is currently located in yards in Stouffville, Oshawa, and London, Ontario. The equipment is comprised of landscaping, excavating and ancillary construction equipment.

We are seeking offers for the Debtors’ equipment. If you are interested, we invite you to make a proposal that includes the following:

1. a net minimum guarantee or an outright purchase price with a schedule providing an allocation of this amount to each piece of equipment;
2. a summary of the proposed realization process and the timeline to conduct an auction (including preparation and cleanup);
3. an expense summary;
4. the duration of the rent-free period that you will require;
5. the proposed sharing above the net minimum guarantee; and
6. any other material terms and conditions relevant to your offer.

The deadline for the submission is July 16, 2026 at 5pm (Eastern).

Please also note the following:

1. the assets are being sold on an as-is, where-is basis with no representations or warranties;
2. the assets will be sold free and clear of all liabilities;
3. the Receiver reserves the right to amend or terminate this offering at any time. The Receiver is under no obligation to accept the highest or any offer; and
4. any transaction is subject to Court approval.

If you are interested in submitting an offer, we will provide a listing of the equipment and will coordinate site visits. Please contact the undersigned to advise of your interest. We will also provide you with a form of Liquidation Services Agreement that we anticipate will be the basis for the agreement between the selected liquidator and the Receiver.

Thank you,

Nathan Laraia

Vice President

AlixPartners

Toronto

nathan.laraia@alixpartners.com

AlixPartners.com

Appendix “C”

AUCTION SERVICES AGREEMENT

THIS AGREEMENT is made as of July 29, 2026,

BETWEEN:

INFINITY ASSET SOLUTIONS, a corporation incorporated under the laws of Ontario

(the “**Auctioneer**”),

- and -

ALIXPARTNERS RESTRUCTURING INC. (formerly KSV Restructuring Inc.) solely in its capacity as the Court-appointed receiver of Adriel Ortino Corp., ADD Equipment Corp., Aden Disposal Corp., AE3 Excavating Corp., AEON Landscaping Corp., All Seasons Gardening & Maintenance Ltd., Anthony’s Excavating and Grading Ltd., HC & C Contracting Inc., and Shilson Excavation & Trucking Inc., and not in its personal capacity or in any other capacity (in such capacity, the “**Receiver**”)

(the Receiver, together with the Auctioneer, the “**Parties**” and each, a “**Party**”)

WHEREAS pursuant to an order of the Ontario Superior Court of Justice (Commercial List) made on May 21, 2026 (the “**Receivership Order**”), AlixPartners Restructuring Inc. (“**AlixPartners**”) was appointed the Receiver, without security, of all of the assets, undertakings and properties (the “**Property**”) of Adriel Ortino Corp., ADD Equipment Corp., Aden Disposal Corp., AE3 Excavating Corp., AEON Landscaping Corp., All Seasons Gardening & Maintenance Ltd., Anthony’s Excavating and Grading Ltd., HC & C Contracting Inc. and Shilson Excavation & Trucking Inc. (collectively, the “**Debtors**”);

AND WHEREAS pursuant to the Receivership Order, the Receiver is authorized to market and sell the Debtors' landscaping equipment, excavating equipment and ancillary construction equipment (the “**Equipment**”) by way of individual transactions without further Order of the Court, provided such transactions constitute Eligible Transactions (as defined in the Receivership Order);

AND WHEREAS the Receiver has determined that it is in the best interests of the Debtors' estates to engage the Auctioneer to market and sell certain of the Equipment by public auction on behalf of the Receiver;

AND WHEREAS the Receiver and the Auctioneer have agreed to enter into this Agreement respecting the marketing and sale of the Equipment by public auction upon the terms and conditions set forth herein and, because the aggregate value of the Equipment proposed to be sold exceeds the aggregate sale limit contained in paragraph 3(k) of the Receivership Order, the Receiver intends to seek the Approval Order (defined below) approving this Agreement and the Auction;

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions

“Agreement” means this auction services agreement.

“Approval Order” shall mean one or more orders of the Court in form acceptable to Auctioneer and the Receiver, acting reasonably, authorizing the Receiver to (a) retain Auctioneer on the terms set forth herein, (b) pay Auctioneer its compensation on the terms set forth herein without further order of the Court, (c) enter into and consummate the transactions set forth herein, notwithstanding the aggregate sale limitation contained in paragraph 3(k) of the Receivership Order, and (d) transfer title to the Assets to any purchasers free and clear of liens, claims and encumbrances.

“Assets” means, collectively, all of the Debtors’, and the Receiver’s right, title and interest, if any, including any keys and title documents, if available in and to the assets, described on Schedule “A” hereto which are located at the Premises.

“Auction” means the online auction described in section 2.3 hereof.

“Auction Period” means the period commencing on the date the Auctioneer receives access to the Premises and continuing for ninety (90) days. Unless otherwise agreed by the Receiver and the Auctioneer, the Auction Period shall commence upon Court approval of this Agreement.

“Business Day” means any day which is not a Saturday, a Sunday or a day observed as a statutory or civic holiday under the laws of the Province of Ontario or the federal laws of Canada applicable in the Province of Ontario, on which the principal Canadian chartered banks in the City of Toronto, Ontario are open for business.

Buyer’s Premium” means the industry standard buyer’s premium of nineteen percent (19%) which all sales will be conducted with and will be solely collected by the Auctioneer. The Auctioneer retains the right to waive or discount the Buyer’s Premium on any individual sale at its sole discretion.

“Premises” means 90 Shamrock Rd., London Ontario; 11904 Woodbine Ave., Whitchurch-Stouffville Ontario; and 984 Farewell St., Oshawa Ontario.

1.2 Entire Agreement

The Receiver and the Auctioneer agree that this Agreement shall govern the sale or re-sale of the Assets. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements or documents (including the offer letter from the Auctioneer to the Receiver dated July 16, 2026), and there are no other

representations, warranties, covenants or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.

ARTICLE 2

APPOINTMENT OF AUCTIONEER AND CONDUCT OF AUCTION

2.1 Appointment of Auctioneer

- (1) The Receiver hereby appoints the Auctioneer, and the Auctioneer hereby agrees to serve as the Receiver's exclusive agent for the limited purpose of conducting the Auction in accordance with the terms and conditions of this Agreement.
- (2) The Auctioneer hereby acknowledges that it will not hold itself out as agent of the Receiver except as specifically provided for in this Agreement and that the Auctioneer's authority as agent for the Receiver is limited to the powers specifically provided for in this Agreement.

2.2 Subcontracting

The Auctioneer may not subcontract the performance of any of its duties or obligations under this Agreement to any person.

2.3 Conduct of the Auction

- (1) Subject to section 2.5, all matters relating to the conduct of the sale or re-sale, including advertising, marketing, the preparation of Assets for sale, cleaning, detailing, setup, cataloguing, preview, inspection arrangements, collection, invoicing, supervision of the release period following the Auction and the timing and duration of the Auction, shall be the responsibility of and in the discretion of the Auctioneer, in consultation with the Receiver, completed in the manner and at the times directed by the Auctioneer in a manner consistent with the auctioning of assets of a similar nature and value to the Assets; provided, however, that the Auction shall be completed, and the Assets (including any unsold Assets) will be removed by the Auctioneer or the relevant purchaser from the Premises, by no later than October 31, 2026 or such other date as the Receiver and the Auctioneer may agree in writing (the "**Outside Date**"), failing which all occupancy costs from and after the Outside Date will be to the account of the Auctioneer.
- (2) The Auction shall be conducted by the Auctioneer by way of webcast and/or online auction at the Auctioneer's sole expense, and the Receiver hereby acknowledges and consents to such online auction being conducted on or before September 30, 2026, or such other date as the Receiver and the Auctioneer may agree in writing (the "**Auction Date**"). The Auctioneer reserves the right to deviate from the sale approach or the marketing approach (subject to section 2.5) prior to the Auction Date if the Auctioneer determines that the alternative approach will result in an offer equivalent to fair market value and the Receiver provides its written consent to such approach, which consent will not be unreasonably withheld. For the avoidance of doubt, no such modifications shall amend the Auction Period, except with the written consent of the Receiver. The Auctioneer also reserves the right to enhance the Auction with additional assets for sale (the "**Augmented Assets**"),

provided that the Auctioneer will continue to be responsible for all occupancy costs from and after the Outside Date and the Receiver receives 20% of the net proceeds from any Augmented Assets.

2.4 No Warranty

The Assets shall be sold by the Auctioneer at the Auction, on an “as is, where is” basis with no representation, condition or warranty of any kind being made by the Auctioneer, the Receiver, or the Debtors to potential or final buyers. Further, except for the Receiver’s representations and warranties expressly set forth in section 4.1 of this Agreement, no representation, condition or warranty of any kind is being made by the Receiver to the Auctioneer and the Auctioneer acknowledges that it has made such inspections of the Assets as it deems appropriate and that none of the Debtors, or the Receiver nor any other person has made any representation, warranty or condition, whether statutory, express or implied, oral or written, legal, equitable, collateral or otherwise, as to title, encumbrances, fitness for purpose, marketability, condition, quantity or quality thereof or in respect of any other matter or thing whatsoever. Any sale of Assets at the Auction shall be governed by the terms of a bill of sale in form and substance acceptable to the Auctioneer and the Receiver.

2.5 Use of Name

The Receiver agrees that the Auctioneer shall be entitled during the term of this Agreement to the use of any of the Debtors’ names where necessary or desirable in order for the Auctioneer to complete the sale of the Assets, in each case solely for the marketing and merchandising of the Assets. At the request of the Receiver, the Auctioneer shall supply the Receiver with samples of any materials distributed by the Auctioneer which utilize or include the Debtors’ names, and the Receiver may, acting reasonably, approve or disprove of any such use. If the Receiver disapproves any such use, the Auctioneer must immediately cease such use.

2.6 Access to the Premises

- (1) The Receiver agrees to arrange for the Auctioneer to have rent free, unrestricted and full access to the Premises during the Auction Period, unless this Agreement is otherwise terminated pursuant to Article 5 for preparing the Assets for the Auction, provided, however, that access to the Premises shall terminate on the Outside Date, unless the Auctioneer agrees to pay any and all occupancy costs for the Premises and provided the Receiver is still able to provide access to the Premises to the Auctioneer and agrees in writing to do so. The Receiver shall also have unfettered and full access to the Premises and the Assets during the Auction Period. The Receiver agrees to allow access to the Premises to members of the public, by appointment and under the supervision of the Auctioneer, for pre-sale inspections of the Assets. The Receiver has made arrangements for the Auctioneer to access the Premises and shall ensure that forthwith after court approval of this Agreement that the Auctioneer is provided with such full access to the Premises in accordance with the terms of this Agreement at no cost to the Auctioneer.
- (2) The Auctioneer agrees to vacate the Premises by no later than the Outside Date. After the completion of the sale or re-sale, the Auctioneer shall supervise the removal of the sold

and unsold Assets from the Premises assuring removal shall be done in a workmanlike manner. The removal of all such Assets from the Premises shall be completed prior to the expiry of the Outside Date, and the Auctioneer shall ensure that all purchasers of Assets through the Auction agree that their purchase is conditional upon the removal of their purchased Assets from the Premises prior to the expiry of the Outside Date. The Auctioneer shall be required to remedy or repair any condition of the Premises resulting from preparation for the Auction, the conduct of the Auction, or the removal of Assets. For greater certainty, the Auctioneer shall not be responsible to remedy any pre-existing condition on the Premises prior to the preparation for the Auction. The Auctioneer shall leave the Premises in a tidy manner upon the expiration of the Auction Period. The obligations of the Auctioneer under this Agreement extend only to the portions of the Premises utilized by it during the Auction process.

- (3) The Auctioneer shall be liable for any costs, expenses, or losses suffered by the Receiver, or the Debtors resulting from any action taken by the Auctioneer or its agents and employees upon the Premises, including but not limited to the Auctioneer's abandonment or failure to remove Assets which are sold from the Premises, or the failure to leave the Premises in an orderly and broom-swept condition.
- (4) The Auctioneer shall promptly remedy and repair, at the Auctioneer's cost and expense, any damage to the Premises resulting from any action taken by the Auctioneer or its agents and employees upon the Premises, including, without limitation, by:
 - (a) clean any spills or oil, lubricants, grease or any other liquid remaining after removal of any of the Assets; and
 - (b) by removing or capping all electric wires and air, water, or other lines to the nearest wall all bolts "blown off", and by placing safety barriers around any pits.
- (5) The Auctioneer shall not be responsible or liable for any environmental conditions or damage, hazardous, environmentally-regulated or waste substances of any kind including in, on, under or affecting the Premises, except to the extent such conditions or damages are caused by the actions of the Auctioneer or any of its agents or employees, and the Auctioneer shall have no obligation to deal with, store or remove such substances. The Receiver acknowledges and agrees that the Auctioneer is not in care, management, possession or control of the Premises for the purposes of any environmental legislation.

2.7 Indemnity

- (1) The Auctioneer shall and hereby agrees to defend, indemnify, and hold harmless Receiver and its officers, directors, agents, employees and principals from and against any and all known or unknown losses, damages, liabilities, claims, complaints, actions, judgments, penalties, fines, court costs and legal or other expenses which Receiver may incur as a direct or indirect consequence of: (i) negligent or intentional acts or omissions of Auctioneer or its agents, employees, representatives and principals in connection with the Auction or the removal of the Assets from the Premises; and/or (ii) the material breach by Auctioneer of any of its representations, warranties or other obligations under this

Agreement and/or any claims asserted by Auctioneer's employees or agents, including Auctioneer's employees' or agents' payroll claims (wage claims, claims for taxes required to be withheld from wages, social security, etc.), or unemployment compensation claims.

2.8 Insurance

- (1) The Receiver shall maintain customary insurance and shall be responsible for loss or damage to the Assets, other than loss or damage arising as a result of the negligence of Auctioneer, its agents or employees, until the earliest of:
 - (a) the removal of the Assets from the Premises by the purchaser or the Auctioneer (in the case of unsold Assets); or
 - (b) the Outside Date.
- (2) The Auctioneer will be responsible for arranging third-party liability insurance with respect to the Auctioneer's access to and use of the Premises during the Auction Period and after the Outside Date and shall be responsible for the costs of such insurance. The third-party liability insurance shall provide for not less than \$5 million coverage per occurrence and the Receiver and the Debtors shall be named third-party beneficiaries under such insurance and who shall benefit from the proceeds resulting from damage claims in respect of the Assets or the Premises. The Auctioneer shall provide proof of such insurance to the Receiver at the commencement of the Auction Period.

ARTICLE 3 CONSIDERATION PAYABLE

3.1 Net Minimum Guarantee

- (1) The Auctioneer shall pay to the Receiver a guaranteed minimum amount for the Assets in the sum of [REDACTED] plus applicable taxes (the "**Guaranteed Amount**") without adjustment, recoupment or set off of any kind other than as provided for in section 3.2, notwithstanding that the Proceeds may be less than such amount. The Auctioneer shall pay the Guaranteed Amount in two stages, with [REDACTED] of the Guaranteed Amount being paid to the Receiver within four (4) Business Days of the execution of this Agreement (the "**Deposit**"), which Deposit shall be deposited by the Receiver in a non-interest bearing account, and the balance of the Guaranteed Amount being paid by the Auctioneer by no later than five (5) days prior to the first Auction Date. The Guaranteed Amount shall be paid by wire transfer of immediately available funds to the account identified on Schedule "B".
- (2) In the event that this Agreement is terminated in accordance with Section 5.1 or 5.3, the Receiver shall forthwith return the Deposit to the Auctioneer and the Auctioneer shall have no further obligation to pay the Guaranteed Amount (and the return of the Deposit shall be the sole and exclusive remedy of the Auctioneer). If this Agreement is terminated for any other reason whatsoever, then the Deposit shall be forfeited by the Auctioneer to, and become the sole property of, the Receiver, as liquidated damages and not as penalty, in

addition to any other rights and remedies the Receiver may have against the Auctioneer available at law or in equity.

3.2 Application of Proceeds and Taxes

- (1) The Auctioneer shall, at its own expense, prepare a list of all Assets sold in the Auction reflecting the sale price of each of the Assets and containing an accounting of the aggregate proceeds of the sale of the Assets net of any applicable Taxes (the “**Proceeds**”), and shall deliver to the Receiver (a) interim progress reports as soon as reasonably practicable following each Auction Date, and (b) copies of such final lists, invoices and accounting within thirty (30) Business Days of the Auction Date.
- (2) If any of the Assets are withdrawn from the Auction or have changed in condition since the Auctioneer’s inspection, the Auctioneer and the Receiver agree to a reduction in the Guaranteed Amount based on the per-unit breakdown provided to the Receiver on Schedule “A”. In no circumstance will the reduction in the Guaranteed Amount be decreased by an amount more than the corresponding amount per unit on Schedule “A”.
- (3) Subject to payment in full of the Guaranteed Amount by the Auctioneer to the Receiver, the first [REDACTED] of Proceeds above the Guaranteed Amount shall be retained by the Auctioneer to cover its costs, such as commissions, advertising and Auction set up.
- (4) All Proceeds in excess of [REDACTED], excluding any Buyer’s Premium retained by the Auctioneer, shall be allocated eighty-five percent (85%) to the Receiver (the “**Seller’s Portion**”) and fifteen percent (15%) to be retained by the Auctioneer. The Auctioneer shall pay the Seller’s Portion to the Receiver within thirty (30) Business Days following the Auction Date.
- (5) The Auctioneer shall be solely responsible for collecting any applicable federal and provincial taxes exigible in connection with the sale of the Assets (the “**Taxes**”) and shall remit all such Taxes to the proper governmental authorities when due. The Auctioneer shall indemnify and save harmless the Receiver from and against any and all sales tax, penalties, costs and/or interest (including but not limited to legal fees on a solicitor and his own client basis) which may become payable by or assessed against the Receiver under the applicable laws in connection with the purchase and sale of the Assets pursuant to this Agreement.
- (6) The Receiver will supply all motor vehicle registrations and transfer documents including an Approval and Vesting Order required for the clear vehicle transfer of all motor vehicles and trailers. Any costs related to the Ministry of Transportation for the reissuance of lost registrations will be deducted from the Seller’s Portion at a rate of \$175 per vehicle.
- (7) The cost of any replacement parts or labour to enhance net realization will be paid by the Auctioneer as a cost of the Auction, subject to the Auctioneer’s authorization to perform, or arrange for the performance of, such repairs, maintenance, cleaning, staging, transportation, relocation and other preparatory work as the Auctioneer reasonably determines is necessary or desirable to facilitate the Auction and maximize realization from the sale of the Assets. The aggregate cost of all such work will be capped at \$75,000 with the costs incurred being invoiced and reimbursed from the sale proceeds.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 The Receiver's Representations and Warranties

The Receiver represents and warrants that each of the facts set out below hereto is correct in all material respects as of the date of this Agreement (unless otherwise specified below):

- (a) HST Registration: The registration number of the Debtors for purposes of the *Excise Tax Act* (Canada) are:

All Seasons Gardening & Maintenance Ltd.: 100153899 RT0002

Shilson Excavation & Trucking Inc.: 123511297 RT0002

HC & C Contracting Inc.: 137769022 RT0002

Add Equipment Corp.: 838268274 RT0002

Anthony's Excavating & Grading Ltd.: 108812728 RT0002

4.2 The Auctioneer's Representations and Warranties

The Auctioneer represents and warrants that each of the facts set out below hereto is correct in all material respects as of the date of this Agreement:

- (a) Corporate Existence: The Auctioneer is a corporation incorporated and existing under the laws of the Province of Ontario;
- (b) Capacity and Due Authorization: The Auctioneer has the necessary capacity to enter into this Agreement and perform its obligations under this Agreement and any other agreements or instruments to be delivered or given by it pursuant to this Agreement. The execution, delivery and performance by the Auctioneer of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all necessary corporate action on the part of the Auctioneer;
- (c) Binding Agreement: This Agreement and any other agreements entered into pursuant to this Agreement to which the Auctioneer is a party constitute legal, valid and binding obligations of the Auctioneer, enforceable against the Auctioneer in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;
- (d) Brokers: No agent, broker, person or firm acting on behalf of the Auctioneer is, or will be, entitled to any commission or brokers' or finders' fees from the Auctioneer or from any affiliate of the Auctioneer, in connection with this Agreement or the transaction contemplated hereby.

- (e) Residency: The Auctioneer is not a non-resident person within the meaning of Section 116 of the *Income Tax Act* (Canada); and
- (f) HST Registration: The Auctioneer's registration number for the purposes of the *Excise Tax Act* (Canada) is 86299052RT0001.

ARTICLE 5 TERMINATION

5.1 Termination by Mutual Consent

This Agreement may be terminated at any time by mutual written consent of the Receiver and the Auctioneer.

5.2 Termination by the Receiver

- (1) If the Auctioneer fails to comply with any of the provisions of this Agreement in any material respect, the Receiver shall be entitled at its option to terminate this Agreement, but only if the Receiver provides the Auctioneer with three (3) Business Days to remedy such failure and the Auctioneer has not done so, without prejudice to the Receiver's rights to be paid the full amount of the Guaranteed Amount. In such event, any of the Assets not sold may, at the Receiver's option, be sold or resold by the Receiver in such manner and on such terms and conditions as the Receiver in its sole discretion determines.
- (2) If the Approval Order has not been granted by August 31, 2026, the Receiver may re-inspect the Assets to determine if the condition of the Assets has changed and may elect to terminate this Agreement without penalty if the Auctioneer and the Receiver do not agree on a modification.

5.3 Termination by Auctioneer

- (1) If the Receiver fails to comply with any of its material obligations under this Agreement, the Auctioneer shall be entitled at its option to terminate this Agreement, but only if the Auctioneer provides the Receiver with three Business Days to remedy such failure and the Receiver has not done so.

ARTICLE 6 GENERAL

6.1 Force Majeure

The Receiver shall not be liable or responsible to the Auctioneer for any failure or delay in performance or a breach of the terms under the Agreement due to conditions beyond its control despite using reasonable commercial efforts to ensure completion of the outstanding obligation within the applicable time frames provided for in this Agreement including, but not limited to, Acts of God, wars, riots, insurrections, epidemics or pandemics, natural disasters, fires, acts of terrorism and/or any other cause beyond reasonable control that have the effect of materially disrupting, interfering and/or obstructing any segment of the economy.

6.2 Assignment

The Auctioneer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Receiver.

6.3 Confidentiality

The Receiver and the Auctioneer shall keep confidential all information and documents pertaining to the financial terms contained herein except for such information required to be disclosed by applicable law, court order, or as may be disclosed by the Receiver in the course of the Receivership proceedings, if applicable.

6.4 Applicable Law and Jurisdiction

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

To the fullest permitted by applicable law, each party to this Agreement (i) agrees that any action by such party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transaction contemplated hereby, shall be brought only in the Court and shall not be brought in any other court in Canada or any court in any other country, (ii) agrees to submit to the exclusive jurisdiction of the Court for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby, (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of such action brought in the Court or any claim that any such action brought in the Court has been brought in an inconvenient forum, (iv) agrees that email service of process or other papers in connection with any such action or proceeding shall be valid and sufficient service thereof, and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

6.5 Severability

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6.6 Amendment and Modification

This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each Party.

6.7 Execution by Electronic Transmission

The signature of any of the Parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

6.8 Counterparts

This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

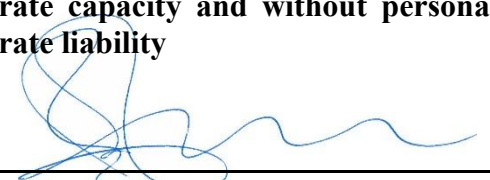
6.9 Receiver

AlixPartners is acting solely in its capacity as the Court-appointed Receiver of the Debtors in the Receivership proceedings pursuant to the Receivership Order and not in its personal or corporate capacity, and the Receiver has no liability in connection with this Agreement or any sale of the Assets whatsoever, in its personal or corporate capacity or otherwise.

[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

AGREED TO AND ACCEPTED as of the date first written above.

**ALIXPARTNERS RESTRUCTURING INC.,
in its capacity as Court-appointed Receiver of
the Debtors, and not in its personal or
corporate capacity and without personal or
corporate liability**

Per: 

Name: Bobby Kofman

Title: Senior Advisor

INFINITY ASSET SOLUTIONS

Per: 

Name: Bruce Lyle

Title: President

TAB 3

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

THE HONOURABLE
JUSTICE J. DIETRICH

)
)
)

TUESDAY, THE 11TH
DAY OF AUGUST, 2026

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

**ADRIEL ORTINO CORP.; ADD EQUIPMENT CORP.; ADEN DISPOSAL CORP.; AE3
EXCAVATING CORP.; AEON LANDSCAPING CORP.; ALL SEASONS GARDENING
& MAINTENANCE LTD.; ANTHONY’S EXCAVATING AND GRADING LTD.; HC &
C CONTRACTING INC.; AND SHILSON EXCAVATION & TRUCKING INC.**

Respondents

**APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY
ACT*, R.S.C. 1985, C. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF
JUSTICE ACT*, R.S.O. 1990, C. C.43, AS AMENDED**

APPROVAL AND VESTING ORDER

THIS MOTION, made by AlixPartners Restructuring, Inc., in its capacity as the Court-appointed receiver (the “**Receiver**”) of all the assets, undertakings and properties of Adriel Ortino Corp., ADD Equipment Corp., Aden Disposal Corp., AE3 Excavating Corp., Aeon Landscaping Corp., All Seasons Gardening & Maintenance Ltd., Anthony’s Excavating and Grading Ltd., HC & C Contracting Inc., and Shilson Excavation & Trucking Inc. (collectively, the “**Debtors**”), for an Order, *inter alia*, (i) authorizing the Receiver to enter into the Liquidation

Services Agreement between Infinity Asset Solutions (the “**Auctioneer**”) and the Receiver dated July 29, 2026 (the “**LSA**”) substantially in the form attached to the First Report of the Receiver dated August 4, 2026 and the appendices thereto (the “**First Report**”); (ii) authorizing the Auctioneer to conduct the Auction (as defined in the LSA) in accordance with the terms of the LSA; and (iii) vesting in each purchaser (each, a “**Purchaser**”), upon the delivery by the Auctioneer of a Bill of Sale (as defined in the LSA) to such Purchaser, the Debtors’ and the Receiver’s right, title and interest in and to the property purchased by such respective Purchaser (in each case, the “**Purchased Assets**”), free and clear of any claims and encumbrances, was heard this day by judicial videoconference via Zoom.

ON READING the Receiver’s Motion Record and the First Report, and on hearing the submissions of counsel for the Receiver and counsel for such other parties in attendance at the hearing, and upon reading the Affidavit of Service of <*> sworn August <*>, 2026, filed:

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

APPROVAL OF RECEIVER’S ENTRY INTO THE LSA

2. **THIS COURT ORDERS AND DECLARES** that the execution of the LSA by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary, and the Auctioneer is authorized to conduct the Auction in accordance with the terms of the LSA. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Auction.

VESTING OF PURCHASED ASSETS

3. **THIS COURT ORDERS AND DECLARES** that upon (a) the Auctioneer completing a sale to a Purchaser of one or more Purchased Assets (which Purchaser, for greater certainty, may include the Auctioneer), (b) receipt by the Auctioneer from such Purchaser of the purchase price determined at the Auction or the time of sale, and (c) delivery by the Auctioneer to such Purchaser of a Bill of Sale, all the Debtors’ and the Receiver’s right, title, and interest in and to the Purchased Assets purchased by such Purchaser at the Auction or the time of sale and

described in such Bill of Sale shall vest absolutely in such Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered, or filed and whether secured, unsecured, or otherwise (collectively, “**Claims**”), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of Justice Cavanagh dated May 21, 2026; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Repair and Storage Liens Act* (Ontario) or any other personal property registry system; and, for greater certainty, this Court orders that upon completion of the transactions with Purchasers, all Claims affecting or relating to such Purchased Assets shall be expunged and discharged as against such Purchased Assets.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets payable to the Receiver shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of a Bill of Sale, all Claims shall attach to such net proceeds from the sale of the Purchased Assets and described in such Bill of Sale with the same priority as they had with respect to such Purchased Assets immediately prior to their sale, as if such Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to their sale.

5. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (“**BIA**”) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that is now or that may be appointed in respect of any of the Debtors

and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

6. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

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

BANK OF MONTREAL

ADRIEL ORTINO CORP. et al

- and -

Applicant

Respondents

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

Proceeding commenced at TORONTO

APPROVAL AND VESTING ORDER

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Barristers and Solicitors
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*Lawyers for AlixPartners Restructuring, Inc., in its capacity as the
Receiver of the Respondents*

TAB 4

Revised: January 21, 2014

Court File No. — CV-25-00745576-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE —) ~~WEEKDAY~~ TUESDAY, THE # 11TH
JUSTICE — J. DIETRICH) DAY OF ~~MONTH~~ AUGUST, ~~20YR~~ 2026
)

B E T W E E N:

BANK OF MONTREAL

~~PLAINTIFF~~ Applicant

~~Plaintiff~~

- and -

~~**DEFENDANT**~~

**ADRIEL ORTINO CORP.; ADD EQUIPMENT CORP.; ADEN DISPOSAL CORP.; AE3
EXCAVATING CORP.; AEON LANDSCAPING CORP.; ALL SEASONS GARDENING
& MAINTENANCE LTD.; ANTHONY'S EXCAVATING AND GRADING LTD.; HC &
C CONTRACTING INC.; AND SHILSON EXCAVATION & TRUCKING INC.**

Respondents

~~Defendant~~

**APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, C. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF*
JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED**

APPROVAL AND VESTING ORDER

~~THIS MOTION, made by [RECEIVER'S NAME] in its capacity as the Court appointed
receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor")
for an order approving the sale transaction (the "Transaction") contemplated by an agreement of
purchase and sale (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER]
(the "Purchaser") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the~~

~~"Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.~~

THIS MOTION, made by AlixPartners Restructuring, Inc., in its capacity as the Court-appointed receiver (the "**Receiver**") of all the assets, undertakings and properties of Adriel Ortino Corp., ADD Equipment Corp., Aden Disposal Corp., AE3 Excavating Corp., Aeon Landscaping Corp., All Seasons Gardening & Maintenance Ltd., Anthony's Excavating and Grading Ltd., HC & C Contracting Inc., and Shilson Excavation & Trucking Inc. (collectively, the "**Debtors**"), for an Order, *inter alia*, (i) authorizing the Receiver to enter into the Liquidation Services Agreement between Infinity Asset Solutions (the "**Auctioneer**") and the Receiver dated July 29, 2026 (the "**LSA**") substantially in the form attached to the First Report of the Receiver dated August 4, 2026 and the appendices thereto (the "**First Report**"); (ii) authorizing the Auctioneer to conduct the Auction (as defined in the LSA) in accordance with the terms of the LSA; and (iii) vesting in each purchaser (each, a "**Purchaser**"), upon the delivery by the Auctioneer of a Bill of Sale (as defined in the LSA) to such Purchaser, the Debtors' and the Receiver's right, title and interest in and to the property purchased by such respective Purchaser (in each case, the "**Purchased Assets**"), free and clear of any claims and encumbrances, was heard this day by judicial videoconference via Zoom.

ON READING the Receiver's Motion Record and the First Report, and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE]~~ and counsel for such other parties in attendance at the hearing, and upon reading the Affidavit of Service of <*> sworn August <*>, 2026, filed¹:

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

¹ This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.

APPROVAL OF RECEIVER'S ENTRY INTO THE LSA

2. ~~1.~~ **THIS COURT ORDERS AND DECLARES** that the ~~Transaction is hereby approved,² and the~~ execution of the ~~Sale Agreement~~LSA by the Receiver³ is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary, and the Auctioneer is authorized to conduct the Auction in accordance with the terms of the LSA. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the ~~Transaction and for the conveyance of the Purchased Assets to the Purchaser~~Auction.

VESTING OF PURCHASED ASSETS

3. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon ~~the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's~~ (a) the Auctioneer completing a sale to a Purchaser of one or more Purchased Assets (which Purchaser, for greater certainty, may include the Auctioneer), (b) receipt by the Auctioneer from such Purchaser of the purchase price determined at the Auction or the time of sale, and (c) delivery by the Auctioneer to such Purchaser of a Bill of Sale, all the Debtors' and the Receiver's right, title, and interest in and to the Purchased Assets purchased by such Purchaser at the Auction or the time of sale and described in ~~the Sale Agreement [and listed on Schedule B hereto]~~⁴such Bill of Sale shall vest absolutely in ~~the~~such Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered, or filed and whether secured,

²~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

⁴~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

unsecured, or otherwise (collectively, ~~the~~ "Claims"⁵), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of ~~the Honourable~~ Justice [NAME]Cavanagh dated [DATE]May 21, 2026; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Repair and Storage Liens Act* (Ontario) or any other personal property registry system; ~~and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and~~, for greater certainty, this Court orders that ~~all of the Encumbrances~~ upon completion of the transactions with Purchasers, all Claims affecting or relating to ~~the~~ such Purchased Assets ~~are hereby~~ shall be expunged and discharged as against ~~the~~ such Purchased Assets.

~~3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act]⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets payable to the Receiver shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of ~~the~~

~~⁵ The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

~~⁶ Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

~~⁷ The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

~~Receiver's Certificate~~ a Bill of Sale, all Claims ~~and Encumbrances~~ shall attach to ~~the~~such net proceeds from the sale of the Purchased Assets and described in such Bill of Sale with the same priority as they had with respect to ~~the~~such Purchased Assets immediately prior to ~~the~~their sale⁸, as if ~~the~~such Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to ~~the~~their sale.

~~5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.~~

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

5. ~~7.~~ **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any ~~applications~~application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (~~Canada~~"BIA") in respect of any of the ~~Debtor~~Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the ~~Debtor;~~Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that is now or that may be appointed in respect of any of the

⁸ ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

~~Debtor~~Debtors and shall not be void or voidable by creditors of the ~~Debtor~~Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the ~~Bankruptcy and Insolvency Act (Canada)~~BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

6. ~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the Bulk Sales Act (Ontario).~~that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

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



ONTREAL

ADRIEL ORTINO

- and -

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

APPROVAL AND VESTING OF

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Lawyers for AlixPartners Restructuring, Inc., in
the Receiver of the Respondents

69428674.3

Court File No. _____

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

~~BETWEEN:-~~

~~PLAINTIFF~~

Plaintiff

~~-and-~~

~~DEFENDANT~~

Defendant

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's ~~right, title and interest in and to the~~ Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section • of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section • of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

[NAME OF RECEIVER], in its capacity as Receiver of the undertaking, property and assets of [DEBTOR], and not in its personal capacity



Per: _____

Name: _____

Title: _____

Schedule B—Purchased Assets

[Different first page link-to-previous setting changed from on in original to off in modified.].

~~Revised: January 21, 2014~~

~~**Schedule C—Claims to be deleted and expunged from title to Real Property**~~

[Different first page link-to-previous setting changed from on in original to off in modified.].

~~DOCSTOR: 1201927\14~~

[Link-to-previous setting changed from on in original to off in modified.].

**~~Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property
(unaffected by the Vesting Order)~~**

[Link-to-previous setting changed from on in original to off in modified.].
DOCSTOR: 1201927\14

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<u>Table Insert</u>	1
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
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TAB 5

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

THE HONOURABLE
JUSTICE J. DIETRICH

)
)
)

TUESDAY, THE 11TH
DAY OF AUGUST, 2026

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

**ADRIEL ORTINO CORP.; ADD EQUIPMENT CORP.; ADEN DISPOSAL CORP.; AE3
EXCAVATING CORP.; AEON LANDSCAPING CORP.; ALL SEASONS GARDENING
& MAINTENANCE LTD.; ANTHONY’S EXCAVATING AND GRADING LTD.; HC &
C CONTRACTING INC.; AND SHILSON EXCAVATION & TRUCKING INC.**

Respondents

**APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY
ACT*, R.S.C. 1985, C. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF
JUSTICE ACT*, R.S.O. 1990, C. C.43, AS AMENDED**

ANCILLARY ORDER

THIS MOTION, made by AlixPartners Restructuring, Inc., in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”) of the assets, undertakings and properties of Adriel Ortino Corp., ADD Equipment Corp., Aden Disposal Corp., AE3 Excavating Corp., Aeon Landscaping Corp., All Seasons Gardening & Maintenance Ltd., Anthony’s Excavating and

Grading Ltd., HC & C Contracting Inc., and Shilson Excavation & Trucking Inc. (collectively, the “**Debtors**”) for an order (this “**Order**”), *inter alia*: (i) approving the First Report of the Receiver dated August 4, 2026 and the appendices thereto (the “**First Report**”), (ii) approving the Receiver’s activities as detailed in the First Report, (iii) authorizing the Receiver to make one or more distributions to Bank of Montreal (“**BMO**”) in partial satisfaction of BMO’s secured claim, subject to the Receiver maintaining appropriate reserves; (iv) providing certain protections and releases in favour of the Receiver in connection with the Distributions (as defined below), and (v) sealing the Confidential Appendices to the First Report (the “**Confidential Appendices**”), was heard by this Honourable Court (the “**Court**”) on this day by Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Receiver dated August 4, 2026, including the First Report and the appendices thereto, and on hearing the submissions of counsel for the Receiver, and such other counsel as were present, no one else appearing although properly served as appears from the affidavit of service of <*> sworn August <*>, 2026, as filed:

DEFINITIONS

1. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the First Report.

SERVICE

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

APPROVAL OF FIRST REPORT AND ACTIVITIES

3. **THIS COURT ORDERS** that the First Report and the actions, conduct and activities of the Receiver as set out therein be and are hereby approved, provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize, in any way, such approvals.

DISTRIBUTIONS TO BMO

4. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed, at such time or times and in such amount or amounts as the Receiver determines appropriate, to make one or more distributions to BMO up to the amount of BMO's secured claim against the Debtors (collectively, the "**Distributions**"), without further Order of this Court, subject to any holdbacks which the Receiver believes are required to complete these proceedings or which may be owing to other creditors with a prior-ranking interest in the proceeds.

5. **THIS COURT ORDERS** that the Receiver, A&B and their respective directors, officers, employees, representatives, lawyers and agents (collectively, the "**Receiver Parties**") are hereby authorized to take all reasonably necessary steps and actions to effect the Distributions from time to time, in accordance with and subject to the terms of this Order, and the Receiver Parties shall not incur any liability as a result of making or facilitating the Distributions in accordance with the terms of this Order.

6. **THIS COURT ORDERS** that each of the Distributions shall be made free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of Justice Cavanagh dated May 21, 2026 (the "**Appointment Order**") or any other Order of this Court in these proceedings; and (ii) all charges, security interests, liens, trusts or claims evidenced by registrations pursuant to the *Land Titles Act* (Ontario), the *Personal Property Security Act* (Ontario), or any other personal property or real property registry system.

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application or motion for a bankruptcy order now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), in

respect of the Debtors and any bankruptcy order issued pursuant to any such application or motion; and

(c) any provisions of any federal or provincial legislation,

the Distributions shall be final and irreversible and shall be binding on any trustee in bankruptcy, receiver or monitor that may be appointed in respect of any of the Debtors, and shall not be void or voidable by creditors of the Debtors, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, breach of trust, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT ORDERS** that the Receiver or any other Person facilitating any Distribution pursuant to this Order shall be entitled to deduct and withhold from such Distribution such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other Person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other Person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.

RECEIVER'S PROTECTIONS

9. **THIS COURT ORDERS** that in performing its duties and obligations under this Order, and taking such other actions and fulfilling such other duties or obligations incidental thereto, the Receiver shall: (i) have all of the protections afforded to it by the BIA, the Appointment Order and any other Orders of the Court in these proceedings, or as an officer of the Court, including the stay of proceedings in its favour pursuant to the Appointment Order; (ii) incur no liability or obligation other than in respect of gross negligence or wilful misconduct; (iii) be entitled to rely on the books and records of the Debtors and any information provided by the Debtors or any other Person, all without independent investigation; and (iv) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, except to the extent that the Receiver has acted with gross negligence or wilful misconduct.

10. **THIS COURT ORDERS AND DECLARES** that the Receiver shall not incur any liability under the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.); the *Taxation Act*, 2007, S.O. 2007, c. 11, Sch. A; the *Excise Tax Act*, R.S.C. 1985, c. E-15; the *Employment Insurance Act*, S.C. 1996, c. 23; the *Retail Sales Tax Act*, R.S.O. 1990, c. R.31; the *Corporations Tax Act*, R.S.O. 1990, c. C.40; or any other similar applicable federal, provincial or territorial tax legislation (collectively, the “**Statutes**”) for facilitating any of the Distributions as contemplated by and in accordance with this Order, and the Receiver shall not have any liability for any of the Debtors’ tax liabilities under the Statutes in respect of such Distributions, regardless of how or when such liabilities may have arisen.

11. **THIS COURT ORDERS** that the Receiver is hereby forever released, remised and discharged from any claims against it under or pursuant to the Statutes or otherwise at law arising as a result of any Distributions made pursuant to this Order.

SEALING CONFIDENTIAL DOCUMENTS

12. **THIS COURT ORDERS** that the Confidential Appendices shall be sealed, kept confidential, and shall not form part of the public record, but shall rather be placed separate and apart from all the other contents of the Court File in a separately sealed envelope on which is affixed a notice setting out the title of these proceedings and a statement that the contents are subject to a sealing order.

13. **THIS COURT ORDERS** that the Confidential Appendices shall remain under seal until the conclusion of the Auction or upon further order of this Court.

GENERAL

14. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any other Canadian and foreign court, tribunal, regulatory or administrative body (“**Judicial Bodies**”) to give effect to this Order and to assist the Receiver and its respective agents in carrying out the terms of this Order. All Judicial Bodies are hereby respectfully requested to make such orders and to provide

such assistance to the Receiver as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its respective agents in carrying out the terms of this Order.

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

BANK OF MONTREAL

and

ADRIEL ORTINO CORP. et al

Applicant

Respondents

Court File No. CV-25-00745576-00CL

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

Proceedings commenced at TORONTO

ANCILLARY ORDER

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*Lawyers for AlixPartners Restructuring, Inc.,
in its capacity as the Receiver of the
Respondents*

69430460.3

BANK OF MONTREAL
Applicant

- and -

ADRIEL ORTINO CORP. et al
Respondents

Court File No. CV-25-00745576-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Toronto

MOTION RECORD
(Returnable August 11, 2026)

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Barristers and Solicitors
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its capacity as the Receiver of the Respondents*