

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

Repossessed 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	1FFDCC70CCE930185
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 AUVP16061
66. 2020 BOBCAT T450 T4 LOADER AUVP17219
67. 2020 BOBCAT T450 T4 LOADER AUVP17178
68. 2019 BOBCAT T450 T4 LOADER AUVP16728
69. 2019 BOBCAT T450 T4 LOADER AUVP16689
70. 2019 BOBCAT T450 T4 LOADER AUVP16960
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 1T0550KXC GF292839
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 JOHN DEERE 250G 1FF250GX PFD609681
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 DODGE RAM 2500 SLT 3C6UR5JL1DG605800
92. 2008 FORD F-250 SD XL 1FTSX21R08EE25777
93. 2015 DODGE 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)**

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