

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR. ) THURSDAY, THE 12<sup>TH</sup> DAY  
)  
JUSTICE SMITH ) OF FEBRUARY, 2026



**BANK OF MONTREAL**

**Applicant**

**- and -**

**ADVANTAGE MACHINE & TOOL INC.**

**Respondent**

**ORDER  
(Real Property Approval and Vesting Order)**

**THIS MOTION**, made by msi Spergel Inc. in its capacity as the court-appointed receiver (in that capacity, "**Receiver**") of the assets, undertakings, and properties of Advantage Machine & Tool Inc. (the "**Company**"), appointed pursuant to the Order of Justice Smith dated July 24, 2025 (the "**Receivership Order**"), was heard this day via Zoom videoconference at Kitchener, Ontario.

**ON READING** the motion record of the Receiver dated February 3, 2026, including the first report of the Receiver dated February 3, 2026 (the "**First Report**") and on hearing the submissions of counsel for the Receiver, and such other counsel

as were present and listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavits of service of Julie Frachini, sworn February 3, 2026 and Laurie Marshall, sworn February 4, 2026, filed:

1. **THIS COURT ORDERS** that all capitalized terms used and not defined herein shall have the meanings given to them in the Agreement of Purchase and Sale (the “**APS**”) dated November 27, 2025 between Receiver in its capacity as Receiver, and not in its personal or corporate capacities, as vendor (the “**Vendor**”), and JB Fabrication Corp. & GHM Inc., for a company to be assigned, as purchaser (now assigned to 1001498694 Ontario Inc. (the “**Purchaser**”), with such APS being appended in redacted form as Appendix 7 to the First Report and provided unredacted to the Court as Confidential Appendix 7 to the First Report.

2. **THIS COURT ORDERS AND DECLARES** that the transaction contemplated by the APS (the “**Transaction**”) is hereby approved, and the execution of the APS by the Receiver is hereby authorized and approved, with such amendments as may be agreed between the Receiver and the Purchaser. 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 real property identified in Schedule “B” hereto (the “**Real Property**”) to the Purchaser.

3. **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 right, title and interest of the Vendor in and to the Real Property described in the APS and listed on Schedule “B” hereto shall vest absolutely in the 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 the Receivership Order; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security 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 listed on **Schedule “D”**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Real Property are hereby expunged and discharged as against the Real Property.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Perth (No. 44) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* (Ontario) the Land Registrar is hereby directed to enter the Purchaser as the owner of 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.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and

priority of Claims, the net proceeds from the sale of the Real Property shall stand in the place and stead of the Real Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Real Property with the same priority as they had with respect to the Real Property immediately prior to the sale, as if the Real Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

7. **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 *Bankruptcy and Insolvency Act* (Canada) in respect of the Company and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Company;

the vesting of the Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company and shall not be void or voidable by creditors of the Company, 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) 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.

8. **THIS COURT ORDERS** that, following the closing of the Transaction, the Purchaser shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Real Property and to register the Real Property in the name of the Purchaser.

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other foreign jurisdiction 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.

10. **THIS COURT ORDERS** that the Receiver and the Purchaser be at liberty and are 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.

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

February 12, 2026

A handwritten signature in black ink, appearing to read "M. Smith". The signature is written in a cursive style with a large initial "M".

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Signature of Judge

**SCHEDULE "A"**

Court File No. CV-25-00001158-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE****BANK OF MONTREAL****Applicant****- and -****ADVANTAGE MACHINE & TOOL INC.****Respondent****RECEIVER'S CERTIFICATE****RECITALS**

A. Pursuant to an Order of the Honourable Justice Smith of the Ontario Superior Court of Justice (the "**Court**") dated July 24, 2025, msi Spergel Inc. was appointed as receiver of the assets, undertakings, and properties of Advantage Machine & Tool Inc. (the "**Company**").

B. Pursuant to an Order of the Court dated February 12, 2026 (the "**AVO**"), the Court approved the Agreement of Purchase and Sale (the "**APS**") dated November 27, 2025 between Receiver in its capacity as Receiver, as vendor (the "**Vendor**"), and JB Fabrication Corp. & GHM Inc., for a company to be assigned (as assigned to 1001498694 Ontario Inc., the "**Purchaser**"), as purchaser.

C. The AVO provided for the vesting in the Purchaser of the right, title and interest of the Vendor in and to the Real Property (as defined under the APS and listed at **Schedule "B"** to the AVO), which vesting is to be effective with respect to such Real Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) payment by

the Purchaser of the Purchase Price for the Real Property; (ii) that the conditions to Closing as set out in Article 4 and of the APS have been satisfied or waived by the receiver and the Purchaser; and (iii) the transaction described in the APS has been completed to the satisfaction of the Receiver.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the APS.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Real Property payable on the Closing Date pursuant to the APS;
2. The conditions to Closing as set out in Article 4 of the APS have been satisfied or waived by the Purchaser and the Receiver, as the case may be; 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].

**msi Spergel Inc., in its capacity as court-appointed receiver of the assets, undertakings, and properties of Advantage Machine & Tool Inc., and not in its personal or corporate capacities**

Per:

\_\_\_\_\_

Name:

Title:

**SCHEDULE "B"**  
**REAL PROPERTY**

**155 Huron Road, Mitchell, Ontario**

**PIN: 53188-0090 (LT)**

PT LOT 19 CONCESSION 1 LOGAN PT 1 44R685; W PERTH

including all buildings, fixtures, erections, and improvements thereon.

**SCHEDULE "C"  
ENCUMBRANCES****155 Huron Road, Mitchell, Ontario****PIN: 53188-0090 (LT)**

<b>Registration No.</b>	<b>Registration Date (Y/M/D)</b>	<b>Document Type</b>	<b>Party To</b>
PC198948	2022/01/07	Charge	Bank of Montreal
PC198949	2022/01/07	No assign rent gen	Bank of Montreal
PC212656	2023/04/05	Notice	Bank of Montreal
PC233092	2025/07/29	APL Court Order	msi Spergel inc.

**SCHEDULE "D"**  
**PERMITTED ENCUMBRANCES**

**155 Huron Road, Mitchell, Ontario**

**PIN: 53188-0090 (LT)**

1. The reservations, limitations, provisos, conditions, restrictions and exceptions expressed in the letters patent or grant from the Crown and all statutory exceptions to title;
2. The provisions of governing municipal by-laws;
3. Municipal taxes, liens, charges, including hydro and water charges, rates and assessments accruing from day to day and not yet due and payable;
4. Any minor encroachments which might be revealed by an up to date survey of the Real Property but which do not materially adversely affect the use and marketability of the Real Property;
5. Any right of expropriation conferred upon, reserved to or vesting in Her Majesty the Queen in Right of Canada and Ontario;
6. Any agreements, restrictions or covenants that run with the Real Property and any agreements with the municipal, utilities or public authorities provided that same have been complied with in all material respects and do not materially adversely affect the use and marketability of the Real Property;
7. Any easements, rights of way or right of re-entry which do not impair the intended use of the Real Property by the Purchaser, provided that same have been complied within all material respects and do not materially adversely affect the use and marketability of the Real Property; and
8. The following instruments registered on title to the Real Property:

<b>Registration No.</b>	<b>Registration Date (Y/M/D)</b>	<b>Document Type</b>	<b>Party To</b>
R89361	1959/08/03	By-law	N/A
44R685	1977/07/29	Plan reference	N/A
PC197672	2021/11/26	Notice	N/A

BANK OF MONTREAL

and

ADVANTAGE MACHINE & TOOL INC.

Court File No: CV-25-00001158-0000

Applicant

Respondent

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at KITCHENER

**ORDER  
(Real Property Approval and  
Vesting Order)**

**MILLER THOMSON LLP**

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**Lawyers for msi Spergel Inc., in its  
capacity as court-appointed Receiver of  
Advantage Machine & Tool Inc.**