

Maria Magni

From: Koehnen, Mr. Justice Markus (SCJ) <Markus.Koehnen@scj-csj.ca>
Sent: April 20, 2021 2:31 PM
To: Rachel Bengino; JUS-G-MAG-CSD-Toronto-SCJ Commercial List; Grant Moffat; Paul Casey; Stacey Greenbaum ; Chu, Jonathan; Asim Iqbal; Harvey G. Chaiton; Jeffrey Carhart
Cc: van Alphen, Wendy
Subject: Re: The Toronto-Dominion Bank v. Toolplas Systems Inc. and Tool Processing Solutions Inc. - Court File No. CV-21-00658065-00CL
Attachments: Toolplas order 20210420.pdf

Email Endorsement

1. I attach an unopposed order arising of today's hearing. The order allows the receiver to enter into an option agreement to permit the assets of the debtor to be sold at auction.
2. The order also seals Confidential Appendices 1, 2 and 3 to the Receiver's First Report. Those appendices contain information concerning the value of the assets that. It would be prejudicial to the estate if that information became publicly known. I am satisfied that a ceiling order is appropriate.
3. The order also approves the Receiver's statement of Receipts and Disbursements. I am satisfied that the fees of both the Receiver and its counsel are reasonable given the size of the estate.
4. The Fuller Landau Group, in its capacity as court-appointed receiver of Mamatas Holdings, disputes the Receiver's entitlement to include 4 cranes installed at the building located at 3920 North Talbot Road, Tecumseh, Ontario (the "Premises") owned by Mamatas Holdings on the basis that (i) Mamatas Holdings asserts ownership of two of the cranes and (ii) the mortgagee of the Premises asserts a priority interest in respect of the two remaining cranes. The approval of the Auction Agreement shall not constitute a determination of this dispute or the Receiver's ability to convey title to such cranes to the

Auctioneer or the Auctioneer's authority to include such cranes in the auction. Unless the parties are able to resolve the dispute consensually on or before April 26, 2021, a motion may be scheduled to determine the ownership and priority issues. The approval of the Auction Agreement is also not a determination of the Receiver's obligations with respect to the removal of any remaining property of Toolplas or hazardous materials left at the Premises following the auction or the condition the Premises must be left in by the Receiver once its occupation of the Premises ends.

Justice Markus Koehnen

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