



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-22-00688427-00CL

DATE: October 21, 2022

NO. ON LIST: 1

TITLE OF PROCEEDING: TD BANK v. CUTTING EDGE PRECISION SERVICES ULC ET AL

BEFORE JUSTICE: JUSTICE KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
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For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Tom Serafimovski	Respondents	tserafimovski@mctaguelaw.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Kyle B. Plunkett	Lawyers for the proposed Receiver	kplunkett@airdberlis.com
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Joe Albert	The proposed Receiver	jalbert@albertgelman.com
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ENDORSEMENT OF JUSTICE KIMMEL:

1. TD Bank's application for the appointment of a receiver over all of the assets of the respondent debtors ("Debtors") initially came before me on October 12, 2022.
2. The Business Development Bank ("BDC"), another secured lender with a first priority charge over certain of the property of the Debtors, sought and was granted an adjournment of the application to afford it additional time for its review of this matter and to consider its position.
3. Pending today's return of this application, a consent without prejudice interim order was made on October 12, 2022 for the appointment of Albert Gelman Inc. as the receiver (the "Receiver") with limited powers and that excluded the assets and property in respect of which BDC is in the first secured position (the "Interim Order").
4. During the intervening period, counsel for TD Bank, BDC and the Receiver have come to an agreement respecting the terms of a Receivership Order. The Debtors previously indicated their consent to the appointment of a receiver and raised no objections to the proposed form of order presented to the court today. No other parties on the service list have delivered Notices of Appearance and none appeared today nor have any objections been raised.
5. The authority for the appointment of the receiver comes from s. 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, and TD Bank's security agreements. The agreed upon receivership order limits the Receiver's ability to deal with any of the property and assets of the Debtors over which BDC has a prior security interest or charge ranking ahead of TD Bank (the "BDC Prior Charge"), unless TD Bank either pays out or redeems the prior ranking security of BDC, or BDC consents. The agreed upon receivership order also subordinates the Receiver's charge to the BDC Prior Charge. Counsel have advised the court that there is no disagreement about which of the Debtors' property and assets are subject to the BDC Prior Charge.
6. The Receiver has requested an increased borrowing limit to afford it the flexibility of continuing to operate the Debtor companies, if that is determined to be appropriate while potential transactions continue to be explored. This too is unopposed.
7. On consent of the parties appearing, and no other party objecting, Amended and Restated Receivership Order to go in the form signed by me today.

A handwritten signature in black ink that reads "Kimmel J." in a cursive, slightly slanted script.

KIMMEL J.