



SUPERIOR COURT OF JUSTICE

**COUNSEL SLIP/ ENDORSEMENT FORM**

COURT FILE NO.: CV-24-00730132-00CL

DATE: DECEMBER 2, 2024

NO. ON LIST: 4

TITLE OF PROCEEDING: THE TORONTO-DOMINION BANK v. IDC TECHNOLOGIES (CANADA) INC.

BEFORE: JUSTICE W.D. BLACK

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
Miranda Spence Cristian Delfino	Counsel for the Applicant, The Toronto-Dominion Bank	mspence@airdberlis.com cdelfino@airdberlis.com

**For Defendant, Respondent, Responding Party, Defence:**

Name of Person Appearing	Name of Party	Contact Info
Bob Klotz	Counsel for the Respondent, IDC Technologies (Canada) Inc.	bobklotz@klotzassociates.com

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
Dan Woo	Office of the Proposed Receiver	dwoo@albertgelman.com

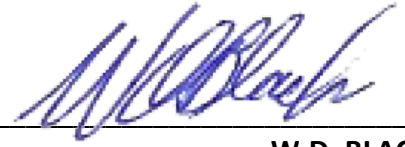
**ENDORSEMENT OF JUSTICE W.D. BLACK:**

- [1] This is an application by the Toronto-Dominion Bank ("TD") for an order appointing Albert Gelman Inc. ("AGI") as receiver (in such capacity, the "Receiver"), without security, of all of the assets, properties and undertakings of IDC Technologies (Canada) Inc. (the "Debtor"), acquired for, or used in relation to a business carried on by the Debtor and all proceeds thereof (collectively, the "Property").
- [2] The respondent Debtor uploaded unsworn materials at the last moment before today's hearing. It also had counsel, Mr. Klotz, attend on its behalf. The upshot of the materials and Mr. Klotz's pitch to the court

was that there should be a further forbearance and an adjournment to accommodate and allow for a transaction that the Debtor says is more or less imminent and that will, once completed, generate or allow access to funds more than ample to retire the debt owing to TD.

- [3] The Debtor is indebted to TD in connection with a credit facility provided by TD pursuant to a demand operating facility agreement between TD and the Debtor dated October 17, 2022 (the “Loan Agreement”).
- [4] In connection with the Loan Agreement, the Debtor granted security in favour of TD under a general security agreement dated April 27, 2018, as well as additional security. TD is the only registered secured creditor of the Debtor.
- [5] There have been numerous defaults under the Loan Agreement, a number of which were enumerated in a non-compliance letter from TD to the Debtor dated July 12, 2024.
- [6] On August 14, 2024, TD wrote to the Debtor demanding repayment of the indebtedness and enclosing a notice of intention to enforce security (the “BIA Notice”), pursuant to s. 244(1) of the BIA. At that time, the outstanding debt owed was \$7,601,255.35 (exclusive of legal fees, disbursements and accruing interest).
- [7] The indebtedness was not repaid within the statutory 10-day notice period, and remains outstanding.
- [8] After discussions between the parties, TD sent a follow-up letter to the Debtor on September 16, 2024, confirming TD’s ability, since the 10-day notice period had expired, to take steps to collect, but offering an agreement to forbear on certain terms requiring the Debtor to provide information regarding the status of the Debtors Accounts Receivable. The Debtor provided the information sought, and the parties ultimately entered into a forbearance agreement dated October 3, 2024.
- [9] However, shortly after entering into the forbearance agreement, various Intervening Events (as defined therein) occurred, as a result of which TD sent to the Debtor and its U.S. counsel, a letter terminating the forbearance agreement and advising that TD would be taking steps to enforce under its security.
- [10] The Debtor has not complied with the terms of the forbearance agreement nor otherwise provided evidence that it will be able to repay the indebtedness.
- [11] As noted, Mr. Klotz, who appeared for the Debtor, did advise of a transaction that he was advised is imminent, and also offered that the Debtor is prepared to negotiate additional security to give comfort to TD during the further period of forbearance and adjournment that the Debtor sought.
- [12] However, in the absence of affirmative evidence – again the Debtor put no evidence before me at all – TD, which has heard similar representations about the imminence of a transaction and funding at various junctures in the past, was not prepared to delay its motion any further.
- [13] In the absence of such evidence, and despite the candid and helpful submissions of Mr. Klotz, I too am not prepared to delay the matter further.
- [14] I find that it is just and convenient in the circumstances to appoint the Receiver as TD requests. I find that TD has been patient and reasonable and that the accounts receivable, which are the main asset of the Debtor, will become less certain as more time passes.

[15] In the circumstances, I am granting the order that TD seeks, a signed copy of which is attached to this endorsement.

A handwritten signature in blue ink, appearing to read 'W.D. Black J.', is written over a horizontal line.

**W.D. BLACK J.**

**RELEASED: DECEMBER 9, 2024**