

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**1000760489 ONTARIO INC. o/a MARACLE PRESS**

Respondent

**APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, AND UNDER SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C. 43, AS AMENDED**

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**FACTUM OF THE RECEIVER  
(Returnable June 15, 2026)**

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June 10, 2026

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Ontario Inc. o/a Maracle Press

TO: **SERVICE LIST**

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## PART I - INTRODUCTION

1. On the application of The Toronto-Dominion Bank (“**TD Bank**”) pursuant to section 243 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 (the “**CJA**”), the Honourable Mr. Justice Black of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made an Order on August 12, 2025 (the “**Appointment Order**”) appointing Albert Gelman Inc. (“**AGI**”) as receiver (in such capacity, the “**Receiver**”), without security, of all property, assets, and undertakings of 1000760489 Ontario Inc., formerly operating as Maracle Press (the “**Debtor**”), acquired for, or used in relation to a business carried on by the Debtor (collectively, the “**Property**”).<sup>1</sup>

2. Since the granting of the Appointment Order, the Receiver has, among other things, realized upon substantially all of the Debtor’s assets (as further described below).<sup>2</sup>

3. Accordingly, the Receiver brings this motion for an order (the “**Distribution and Discharge Order**”) which, among other things:

- (a) approves the First Report and the actions, conduct, and activities of the Receiver described therein;
- (b) approves the professional fees and disbursements of AGI, as set out in the Fee Affidavit of Tom McElroy sworn June 5, 2026 (the “**AGI Fee Affidavit**”);

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<sup>1</sup> First Report of AGI dated June 5, 2026 [“**First Report**”] at [para 1](#), Motion Record of AGI, Tab 2.

<sup>2</sup> First Report at [para 41](#).

- (c) approves the fees and disbursements of AGI's independent legal counsel, Aird & Berlis LLP ("**A&B**"), as set out in the Fee Affidavit of Matilda Lici sworn June 3, 2026 (the "**A&B Fee Affidavit**");
- (d) approves the Receiver's Estimated Fee Accruals (as defined below);
- (e) approves the Receiver's final statement of receipts and disbursements to April 27, 2026 (the "**Final SRD**");
- (f) authorizes the Receiver to destroy the Debtor's physical and electronic books and records (the "**Books and Records**") not otherwise required by the Receiver for the administration of the Debtor's estate;
- (g) authorizes and directs the Receiver to distribute all funds held by the Receiver in connection with this receivership, in the following order of priority (collectively, the "**Proposed Distributions**"):
  - (i) firstly, to AGI in respect of the unpaid amounts secured by the Receiver's Charge (as defined in the Appointment Order), including the fees and disbursements of the Receiver and the Receiver's independent legal counsel, and the Estimated Fee Accruals;
  - (ii) secondly, the amount of \$4,959.12 to Service Canada in accordance with section 81.4 of the BIA; and
  - (iii) finally, to TD Bank, up to the full amount owing by the Debtor to TD Bank; and

- (h) upon completion of the Remaining Activities (as defined below) and the Receiver's filing of a certificate with the Court certifying that all matters required to be completed in connection with the receivership have been completed to the satisfaction of the Receiver (the "**Discharge Certificate**"), discharging AGI as Receiver and releasing it from any and all liability that it now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of AGI while acting in its capacity as Receiver, save and except for any gross negligence or wilful misconduct on the part of AGI.

## **PART II - SUMMARY OF FACTS**

4. Capitalized terms not defined herein have the meanings ascribed to them in the First Report of the Receiver dated June 5, 2026 (the "**First Report**").

5. The Debtor carried on business as a commercial printing company engaged in the manufacture and supply of custom printed books, manuals, envelopes, and related products.<sup>3</sup> The Debtor conducted its operations from the leased premises located at 85 Kingsway College Drive, Oshawa, Ontario (the "**Premises**").<sup>4</sup>

6. The Debtor made an assignment in bankruptcy on July 16, 2025, and AGI was appointed as trustee (in such capacity, the "**Trustee**").<sup>5</sup> Two related entities, Trico Packaging & Print Solutions Inc. ("**Trico**") and Canadian Printing Resources Inc. ("**CPR**" and, together with "**Trico**", the "**Related Companies**"), also made assignments in bankruptcy on May 14, 2025 and

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<sup>3</sup> First Report at [para 10](#).

<sup>4</sup> First Report at [para 11](#).

<sup>5</sup> First Report at [para 12](#).

August 1, 2025, respectively. Raymond Chabot Inc. (“**RC**”) was appointed as trustee of Trico’s estate, and AGI was appointed as trustee of CPR’s estate.<sup>6</sup>

7. The Related Companies operated in the commercial printing industry and their operations were integrated, in part, with those of the Debtor. Certain machinery and equipment owned by the Related Companies was stored at the Premises.<sup>7</sup>

8. The Debtor’s material assets consisted primarily of accounts receivable and equipment (comprising printing presses and related attachments) (the “**Equipment**”).<sup>8</sup>

9. The Receiver entered into a net minimum guarantee arrangement with Can-Am Appraiz Inc. (“**Can-Am**”) to auction all of the Equipment.<sup>9</sup> In November 2025, Can-Am sold the Debtor’s Equipment at a public auction, generating gross sale proceeds of \$771,573.40. The Receiver realized net proceeds of \$566,012.65, inclusive of proceeds attributable to equipment owned by: (i) CPR, in the amount of approximately \$176,768; and (ii) Trico, in the amount of approximately \$47,536.<sup>10</sup> As a result of the auction, substantially all of the Debtor’s assets have been sold or otherwise realized upon.<sup>11</sup>

10. The Final SRD indicates that the Receiver is currently holding funds in the amount of \$422,669.49 (the “**Remaining Funds**”).<sup>12</sup> The Remaining Funds, which are being held in the Receiver’s trust account, comprise the only remaining asset of the Debtor. Accordingly, the Receiver is seeking authorization to distribute the Remaining Funds, net of the fees and costs of

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<sup>6</sup> First Report at [para 13](#).

<sup>7</sup> First Report at [para 13](#).

<sup>8</sup> First Report at [paras 17, 22](#).

<sup>9</sup> First Report at [para 23](#).

<sup>10</sup> First Report at [paras 24](#).

<sup>11</sup> First Report at [para 41](#).

<sup>12</sup> First Report at [para 40](#).

the Receiver and its legal counsel, to creditors of the Debtor in accordance with their legal priority.<sup>13</sup>

11. TD Bank is the Debtor's senior secured creditor pursuant to an operating loan and a term loan provided by TD Bank to the Debtor. As of May 29, 2026, the Debtor is indebted to TD Bank in the amount of \$1,526,515 (the "**TD Bank Debt**"), plus accruing interest and costs. Among other things, the Debtor granted a general security agreement in favour of TD Bank as security for the TD Bank Debt.<sup>14</sup>

12. The Receiver understands that the Debtor has liabilities that rank in priority to the indebtedness owing to TD Bank, including approximately \$4,959.12 payable to Service Canada. Pursuant to section 81.4 of the BIA, Service Canada has a priority claim ranking ahead of all other creditors, attaching to the Debtor's current assets.<sup>15</sup>

### **PART III - ISSUES**

13. The issues to be determined on this motion are whether this Court should:

- (a) approve the First Report and the actions, conduct, and activities of the Receiver described therein;
- (b) approve the professional fees and disbursements of AGI and its independent legal counsel, including the Receiver's Estimated Fee Accrual and the Final SRD;

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<sup>13</sup> First Report at [para 41](#).

<sup>14</sup> First Report at [para 28](#).

<sup>15</sup> First Report at [para 34](#).

- (c) authorize the Receiver to destroy the Books and Records not otherwise required by the Receiver for the administration of the Debtor's estate;
- (d) approve and authorize the Receiver to make the Proposed Distributions; and
- (e) approve the discharge and release of the Receiver.

#### **PART IV - STATEMENT OF ISSUES, LAW & AUTHORITIES**

##### **The First Report and the Activities of the Receiver Should Be Approved:**

14. The Court has previously observed that periodic requests to approve reports of a receiver appointed pursuant to the BIA or the CJA are appropriate as there are good policy and practical reasons to grant such approvals.<sup>16</sup> Such reasons include permitting the Court officer to bring its activities before the Court, address concerns of stakeholders, and move forward with the next steps in the proceeding.<sup>17</sup>

15. The Receiver seeks this Court's approval of its activities and conduct, as set out in the First Report.

16. The activities of the Receiver described in the First Report were all necessary and undertaken in good faith pursuant to the Receiver's duties and powers, as set out in the Appointment Order, and were, in each case, carried out in the best interests of the Debtor's stakeholders. The Receiver has acted reasonably, prudently and not arbitrarily.

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<sup>16</sup> *Triple-I Capital Partners Limited v. 12411300 Canada Inc.*, [2023 ONSC 3400](#) at [paras 65–66](#).

<sup>17</sup> *Target Canada Co. (Re)*, [2015 ONSC 7574](#) at [paras 2](#) and [23](#); *Kingsett Mortgage Corporation v Churchill Lands United Inc.*, [2024 ONSC 7127](#) at [para 45](#).

17. The approval language in the proposed draft Order makes clear that the approval is only for the Receiver personally and is not intended to create rights or impose obligations for any other party.<sup>18</sup>

18. The Receiver respectfully submits that the First Report and the activities described therein should be approved.

**The Fees and Disbursements of the Receiver and its Counsel Should Be Approved:**

19. The Receiver is seeking approval of its own fees and disbursements, as well as the fees and disbursements of its independent legal counsel, A&B, as set out in the First Report and the fee affidavits appended thereto. Additionally, the Receiver is seeking approval of the fees that AGI and A&B are estimated to incur through to the completion of these receivership proceedings (the “**Estimated Fee Accruals**”), as detailed in the Receiver’s Final SRD.

20. The jurisdiction to pass the accounts of the Receiver and its counsel is confirmed in the Appointment Order, which directs that: (i) “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”,<sup>19</sup> and (ii) “the Receiver and its legal counsel shall pass their 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.”<sup>20</sup>

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<sup>18</sup> Draft Distribution and Discharge Order at [para 8](#), Motion Record at Tab 3.

<sup>19</sup> Appointment Order at [para 19](#), Appendix “A” to the First Report.

<sup>20</sup> Appointment Order at [para 20](#), Appendix “A” to the First Report.

21. On a motion to pass accounts, the Court must consider the “overriding principle of reasonableness”, focusing on the overall value contributed by the court officer and its counsel. The Court does not engage in a docket-by-docket or line-by-line assessment of the accounts, as the minute details of each element of professional services may not be instructive when looked at in isolation.<sup>21</sup> In *Bank of Nova Scotia v. Diemer*, the Court of Appeal for Ontario stated that “the focus of the fair and reasonable assessment should be on what was accomplished, and not how much time it took”.<sup>22</sup>

22. The AGI Fee Affidavit and the A&B Fee Affidavit are appended to the First Report.<sup>23</sup> AGI and its counsel have charged standard hourly rates that are consistent with the market rates for insolvency services of this nature rendered by other firms in the City of Toronto. Those rates have been approved by this Court in various other matters.<sup>24</sup>

23. The professional fees and disbursements of the Receiver and its counsel, A&B, are supported by the Fee Affidavit appended to the First Report, which confirms, among other things, that the fees and disbursements of the Receiver and its counsel are substantially comparable to the fees charged by other Licensed Insolvency Trustees and law firms for similar services in the City of Toronto; those rates have been approved by this Court in various other matters. Furthermore, the fees and disbursements sought accurately reflect the work done by AGI and its counsel in connection with these receivership proceedings.

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<sup>21</sup> *Nortel Networks Inc.*, [2022 ONSC 6680](#) at [para 10](#).

<sup>22</sup> *Bank of Nova Scotia v Diemer*, [2014 ONCA 851](#) at [para 45](#).

<sup>23</sup> Appendices “E” and “F” to the First Report.

<sup>24</sup> [Order of Justice W. D. Black dated May 4, 2026](#) in re *Melvyn Eisen, Trustee v. Woodington Estates Inc. et al.*, Court File No. CV-24-00725570-00CL; [Order of Justice J. Dietrich dated June 16, 2025](#) in re *2046245 Ontario Inc. et al. v. 2244039 Ontario Inc. et al.*, CV-22-00690513-00CL; [Order of Justice Steele dated July 29, 2024](#) in re *The Toronto-Dominion Bank v. Cutting Edge Precision Services ULC et al.*, CV-22-00688427-00CL.

24. The Receiver respectfully submits that its fees and disbursements, as well as the fees and disbursements of its counsel, including the Estimated Fee Accruals, are fair, reasonable, and commensurate with the size and complexity of these receivership proceedings and should therefore be approved.

**The Receiver Should Be Authorized to Destroy the Books and Records:**

25. The Debtor's physical Books and Records are being stored by the Receiver and include approximately 10 storage boxes consisting of the Debtor's general corporate and accounting records. Storage of the Books and Records is costing the Receiver approximately \$500 per year.<sup>25</sup>

26. The Debtor's electronic Books and Records are being stored in a remotely accessible format, with the cost of continuing storage being approximately \$12,000 per year.<sup>26</sup>

27. This Court has the jurisdiction to authorize the destruction of the Books and Records pursuant to section 243(1)(c) of the BIA, which provides this Court with the jurisdiction to appoint a receiver to "take any other action that the court considers advisable" if it is "just or convenient to do so".<sup>27</sup> Section 243(1)(c) has been interpreted broadly as conferring jurisdiction on Canadian courts to do what "justice dictates" and "practicality demands".<sup>28</sup>

28. Practicality demands that the Court authorize the Receiver to destroy the Books and Records. The cost of storing the Books and Records is excessive and Hothi has declined to take

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<sup>25</sup> First Report at [para 36](#).

<sup>26</sup> First Report at [para 37](#).

<sup>27</sup> [s 243\(1\)\(c\)](#), BIA.

<sup>28</sup> *Third Eye Capital Corporation v. Resources Dianor Inc.*, [2019 ONCA 508](#) at paras [52](#) and [57](#).

possession of the same. Additionally, the Receiver is not aware of any commercial use for the Books and Records.<sup>29</sup>

**The Receiver Should Be Authorized to Make the Proposed Distributions:**

29. The Receiver seeks authorization to make the Proposed Distributions as set out in the First Report.<sup>30</sup> Orders granting distributions are routinely granted by Canadian courts in insolvency proceedings, including receiverships.<sup>31</sup> Distributions are also expressly contemplated by the Commercial List Model Discharge Order.<sup>32</sup>

30. In determining whether it is appropriate to authorize an interim distribution, the Court may consider:

- (a) whether the proposed recipient's security is valid and enforceable;
- (b) whether the amounts that are owed to the proposed recipient exceed the proposed distribution amount; and
- (c) whether the proposed interim distribution would result in interest savings.<sup>33</sup>

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<sup>29</sup> First Report at [para 38](#).

<sup>30</sup> First Report at [para 51](#).

<sup>31</sup> *Re Windsor Machine & Stamping Limited* (2009), [2009 CanLII 39772](#) at paras [8](#), [13](#) (ONSC); *AbitibiBowater inc. (Arrangement relatif à)*, [2009 QCCS 6461](#) at [paras 70-75](#); *Ontario Securities Commission v. Bridging Income Fund L.P.*, [2022 ONSC 4472](#) at [paras 8](#) and [12](#); *First Source Financial Management v. Chacon Strawberry Fields Inc.*, [2024 ONSC 7229](#) at [para 44](#).

<sup>32</sup> [Commercial List Model Receiver Discharge Order](#) at para 3.

<sup>33</sup> *First Source Financial Management v. Chacon Strawberry Fields Inc.*, [2024 ONSC 7229](#) at [para 45](#).

31. Pursuant to the “doctrine of jurisdiction by necessary implication”, in granting this Court the statutory authority to appoint a receiver pursuant to the BIA and the CJA, the legislature necessarily implicitly granted the statutory authority to make orders essential to that receivership.<sup>34</sup>

32. Further, this Court may exercise its inherent jurisdiction whenever it is just and equitable to do so.<sup>35</sup>

33. The Appointment Order provides that all funds received or collected by the Receiver, including, without limitation, from the sale of all or any of the Property, shall be held by the Receiver to be paid in accordance with the terms of the Appointment Order or any further order of the Court.<sup>36</sup>

34. The Receiver obtained a legal opinion from its counsel, A&B, confirming that, subject to the qualifications, assumptions, limitations, and discussions therein, the security granted to TD Bank constitutes valid and enforceable security, creates a valid security interest in the applicable collateral, and has been properly perfected or otherwise evidenced by the required registrations.<sup>37</sup>

35. The Final SRD confirms that the Receiver is currently holding the Remaining Funds in trust.<sup>38</sup> The Remaining Funds comprise the Debtor’s only remaining assets.<sup>39</sup>

36. The Receiver proposes to distribute the Remaining Funds as follows:<sup>40</sup>

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<sup>34</sup> *ATCO Gas And Pipelines Ltd v. Alberta (Energy and Utilities Board)*, [2006 SCC 4](#) at [para 51](#); *Business Development Bank of Canada v. Astoria Organic Matters Ltd*, [2019 ONCA 269](#) at [para 50](#).

<sup>35</sup> *Urbancorp Cumberland I GP Inc. (Re)*, [2020 ONSC 7920](#) at [para 33](#) (citing *Stephen Francis Podgurski (Re)*, [2020 ONSC 2552](#)).

<sup>36</sup> Appointment Order at [para 13](#), First Report at Appendix “A”.

<sup>37</sup> First Report at [para 29](#).

<sup>38</sup> First Report at [para 40](#), [Appendix “D”](#) to the First Report.

<sup>39</sup> First Report at [para 41](#).

<sup>40</sup> First Report at [para 51](#).

- (a) to Service Canada in the amount of \$4,959.12 in accordance with section 84.1 of the BIA; and
- (b) the balance to TD Bank in respect of its secured claim against the Debtor's Property.

37. The Receiver respectfully submits that the Proposed Distributions are appropriate and should be authorized in accordance with the Order.

**The Receiver's Discharge and Release Should Be Approved:**

38. A court-appointed receiver is an officer and instrument of the Court. Typically, a court-appointed receiver is discharged by the court once it has completed the substance of its mandate. Creditors typically support the requested discharge at that time as they do not wish additional receivership expenses to be incurred which would reduce their recoveries.<sup>41</sup>

39. A receiver will typically seek a full release upon discharge because of the receiver's concern that, if it is discharged without a full release, it may be required to spend time and money defending unmeritorious actions commenced after it is discharged. Once discharged, a receiver is unable to recover costs in defending such actions from the estate.<sup>42</sup> The purpose of the release provisions in the Order is to remove the necessity for the holding back of post-receivership funds and/or conducting of a "claims bar" process, both of which add time and cost to the receivership.<sup>43</sup>

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<sup>41</sup> *Ed Mirvish Enterprises Limited v. Stinson Hospitality Inc.* (2009), [2009 CanLII 55113](#) at para 8 (ONSC).

<sup>42</sup> *Ed Mirvish Enterprises Limited v. Stinson Hospitality Inc.* (2009), [2009 CanLII 55113](#) at para 8 (ONSC).

<sup>43</sup> *Ed Mirvish Enterprises Limited v. Stinson Hospitality Inc.* (2009), [2009 CanLII 55113](#) at para 13 (ONSC).

40. The Receiver has realized on substantially all of the Debtor's assets and has only the following remaining administrative activities (collectively, the "**Remaining Activities**") to complete:<sup>44</sup>

- (a) payment of the Estimated Fee Accruals as set out in the Final SRD;
- (b) completion of the Proposed Distributions;
- (c) destruction of the Debtor's Books and Records deemed by the Receiver to no longer be necessary in its administration of the receivership; and
- (d) the filing of the Discharge Certificate.

41. Once the Receiver has completed the Remaining Activities, the Receiver will have completed its mandate. The Receiver therefore respectfully submits that it should be discharged and released following the filing of the Discharge Certificate with the Court, certifying that the Remaining Activities have been completed to the satisfaction of the Receiver.

42. The proposed Distribution and Discharge Order also contemplates certain customary releases in favour of the Receiver.

43. The Order contains standard provisions providing for the Receiver's release from liability upon its discharge (subject to the usual exceptions for gross negligence and wilful misconduct) and permitting the Receiver to continue to perform any incidental and necessary duties. The Receiver respectfully submits that such releases are appropriate in the circumstances.<sup>45</sup>

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<sup>44</sup> First Report at [para 52](#).

<sup>45</sup> Draft Distribution and Discharge Order, Motion Record at Tab 3, at [paras 14-15](#).

**PART V - RELIEF REQUESTED**

44. The Receiver requests that this Court grant the proposed form of the Order.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED** this 10<sup>th</sup> day of June, 2026.



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Matilda Lici

June 10, 2026

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1000760489 Ontario Inc. o/a Maracle Press

## SCHEDULE “A”

### LIST OF AUTHORITIES

1. *AbitibiBowater inc. (Arrangement relatif à)*, [2009 QCCS 6461](#);
2. *ATCO Gas And Pipelines Ltd v. Alberta (Energy and Utilities Board)*, [2006 SCC 4](#);
3. *Bank of Nova Scotia v. Diemer*, [2014 ONCA 851](#);
4. *Business Development Bank of Canada v. Astoria Organic Matters Ltd*, [2019 ONCA 269](#);
5. *Ed Mirvish Enterprises Limited v. Stinson Hospitality Inc.* (2009), [2009 CanLII 55113](#) (ONSC);
6. *First Source Financial Management v. Chacon Strawberry Fields Inc.*, [2024 ONSC 7229](#);
7. *Kingsett Mortgage Corporation v. Churchill Lands United Inc.*, [2024 ONSC 7127](#);
8. *Nortel Networks Inc.*, [2022 ONSC 6680](#);
9. *Ontario Securities Commission v. Bridging Income Fund L.P.*, [2022 ONSC 4472](#);
10. *Re Windsor Machine & Stamping Limited* (2009), [2009 CanLII 39772](#) (ONSC);
11. *Stephen Francis Podgurski (Re)*, [2020 ONSC 2552](#);
12. *Target Canada Co. (Re)*, [2015 ONSC 7574](#);
13. *Third Eye Capital Corporation v. Resources Dianor Inc.*, [2019 ONCA 508](#).
14. *Triple-I Capital Partners Limited v. 12411300 Canada Inc*, [2023 ONSC 3400](#);
15. *Urbancorp Cumberland I GP Inc. (Re)*, [2020 ONSC 7920](#);
16. [Order of Justice W. D. Black dated May 4, 2026](#) in re *Melvyn Eisen, Trustee v. Woodington Estates Inc. et al.*, Court File No. CV-24-00725570-00CL;
17. [Order of Justice J. Dietrich dated June 16, 2025](#) in re *2046245 Ontario Inc. et al. v. 2244039 Ontario Inc. et al.*, CV-22-00690513-00CL;
18. [Order of Justice Steele dated July 29, 2024](#) in re *The Toronto-Dominion Bank v. Cutting Edge Precision Services ULC et al.*, CV-22-00688427-00CL.

**CERTIFICATE OF AUTHENTICITY**

I certify that I am satisfied as to the authenticity of every authority cited in the factum, in accordance with Rule 4.06.1(2.1) of the *Rules of Civil Procedure*, R.R.O, 1990, Reg. 194.

June 10, 2026

Date



Matilda Lici

**SCHEDULE “B”**

**TEXT OF STATUTES, REGULATIONS & BY-LAWS**

***Bankruptcy and Insolvency Act, [R.S.C. 1985, c. B-3](#)***

**Court may appoint receiver**

**[243 \(1\)](#)** Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

- (a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
- (b) exercise any control that the court considers advisable over that property and over the insolvent person’s or bankrupt’s business; or
- (c) take any other action that the court considers advisable.

***Courts of Justice Act, [R.S.O. 1990, c. C.43](#)***

**Injunctions and receivers**

**[101 \(1\)](#)** In the Superior Court of Justice, an interlocutory injunction or mandatory order may be granted or a receiver or receiver and manager may be appointed by an interlocutory order, where it appears to a judge of the court to be just or convenient to do so.

**Terms**

**[\(2\)](#)** An order under subsection (1) may include such terms as are considered just.

**THE TORONTO-DOMINION BANK**  
Applicant

and

**1000760489 ONTARIO INC. o/a MARACLE PRESS**  
Respondent

Court File No. CV-25-00740567-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

**FACTUM OF THE MOVING PARTY, THE RECEIVER**  
**(RETURNABLE JUNE 15, 2026)**

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