

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

THE HONOURABLE	)	WEDNESDAY, THE 8TH
	)	
JUSTICE MYERS	)	DAY OF OCTOBER, 2025

THE TORONTO-DOMINION BANK

Applicant

- and -

SIGMA MOLDERS 2020 INC.

Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED, AND SUBSECTION 101 OF
THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

APPROVAL AND VESTING ORDER

THIS MOTION, made by Albert Gelman Inc., in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertaking, property and assets of Sigma Molders 2020 Inc. (the “**Debtor**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by a bill of sale between the Receiver, as vendor, and 2186274 Ontario Ltd. o/a Easy Trading Enterprises, as purchaser (the “**Purchaser**”) dated September 17, 2025 (the “**Bill of Sale**”) and appended to the First Report of the Receiver dated September 29, 2025 (the “**First Report**”), and vesting in the Purchaser all of the right, title and interest of the Receiver and the Debtor in and to the purchased equipment described in Schedule B hereto (the “**Purchased Equipment**”) was heard this day by judicial videoconference.

ON READING the Motion Record of the Receiver, including the First Report and appendices thereto, and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Alex Bernicchia-Freeman sworn September 29, 2025, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record be and is hereby abridged and validated, such that this Motion is properly returnable today and hereby dispenses with further service thereof.

TRANSACTION APPROVAL

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Bill of Sale by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. 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 Purchased Equipment 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 Debtor and the Receiver in and to the Purchased Equipment described in the Bill of Sale 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 Order of the Honourable Justice W. D. Black dated August 15, 2025; and (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, for greater certainty, this Court orders that all of the

encumbrances affecting or relating to the Purchased Equipment are hereby expunged and discharged as against the Purchased Equipment.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Equipment shall stand in the place and stead of the Purchased Equipment, 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 Purchased Equipment with the same priority as they had with respect to the Purchased Equipment immediately prior to the sale, as if the Purchased Equipment had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery to the Purchaser in accordance with paragraph 3 of this Order.

6. **THIS COURT ORDERS** that, notwithstanding:

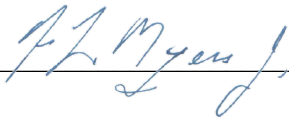
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

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

GENERAL

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

8. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order.



Schedule A – Form of Receiver’s Certificate

Court File No.: CV-25-00749022-00CL

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Applicant

- and -

SIGMA MOLDERS 2020 INC.

Respondent

RECITALS

A. Pursuant to an Order of the Honourable Justice W. D. Black of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated August 15, 2025, Albert Gelman Inc. was appointed as the receiver and manager (the “**Receiver**”) of the undertaking, property and assets of Sigma Molders 2020 Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated October 8, 2025, the Court approved the bill of sale made as of September 17, 2025 (the “**Bill of Sale**”) between the Receiver, as vendor, and 2186274 Ontario Ltd. o/a Easy Trading Enterprises, as purchaser (the “**Purchaser**”) and provided for the vesting in the Purchaser of the right, title and interest of the Receiver and the Debtor in and to the Purchased Equipment, which vesting is to be effective with respect to the Purchased Equipment upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Equipment; (ii) that the conditions to closing as set out in the Bill of Sale have been satisfied or waived by the Receiver and the Purchaser; and (iii) the transaction pursuant to the Bill of Sale (the “**Transaction**”) has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Bill of Sale.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Equipment payable on the Closing Date pursuant to the Bill of Sale;
2. The conditions to closing as set out in the Bill of Sale have been satisfied or waived by the Receiver and the Purchaser; 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].

Albert Gelman Inc., solely in its capacity as Receiver of the undertaking, property and assets of Sigma Molders 2020 Inc., and not in its personal, corporate or any other capacity

Per: _____

Name:

Title:

Schedule B – Purchased Equipment

Description: TOSHIBA MACHINE 2020 EC610SXII V50-26AT S/N B1R423

Product No.: B1R423

Model: EC610SXII V50-26

Diagram No.: MV24160

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Court File No. CV-25-00749022-00CL

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PROCEEDING COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

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