

Parisi, Josie

Subject: FW: [EXT] RE: The Toronto-Dominion Bank v. Globeways Canada Inc. et al. (Court File No. CV-20-00650857-00CL)

Attachments: Counsel Slip (Receivership Application)(42422816.pdf; Signed Receivership Order (Globeways)(42176631.pdf)

From: Conway, Madam Justice Barbara (SCJ) <Barbara.Conway@scj-csj.ca>
Sent: Thursday, November 19, 2020 1:48 PM
To: Damian Lu; kplunkett@airdberlis.com; Robb English; Jay Rampersad; Carmela Morrone; Van Beselaere, Rick; Pathik Baxi; Caroline J. Smith; Switzer, William; Roger Jaipargas (rjaipargas@blg.com); Parisi, Josie; JJ Burnell; clifton.prophet@gowlingwlg.com
Cc: JUS-G-MAG-CSD-Toronto-SCJ Commercial List
Subject: [EXT] RE: The Toronto-Dominion Bank v. Globeways Canada Inc. et al. (Court File No. CV-20-00650857-00CL)

This Application by The Toronto-Dominion Bank (“**TD**”) for the appointment for a receiver in respect of the assets, undertakings and properties of the respondents Globeways Canada Inc., Canpulse Foods Ltd. and Global Grain Canada Ltd. (the “**Debtors**”) was heard before me today by Zoom. Counsel slip is attached.

The Application is unopposed, subject to the terms of this endorsement (that counsel have agreed on).

I am satisfied that the appointment of a Receiver in respect of the Debtors is just and convenient and appropriate pursuant to the provisions of Section 243(1) of the *Bankruptcy and Insolvency Act* (Canada). The Order is therefore granted in the form signed today. The Order is effective from today’s date and is enforceable without the need for entry and filing

On the hearing of the Application, counsel for GATX Rail Canada Corporation (“**GATX**”) expressed concern as to the impact of receivership expenses upon assets to which GATX asserts a claim. The charges in favour of the Receiver are granted without prejudice to the entitlement of affected parties to make submissions on the applicability and possible allocation of such charges among affected assets or affected creditors, subject to the provisions of paragraphs 18 and 21 of the Order. GATX has reserved all its rights with respect to its claimed interest under its railcar leases, which rights have not been determined by this Court.

Paragraphs 18 and 21 of the Order relate to the allocation of receivership charges over various assets. These provisions are the result of cooperative negotiations among Farm Credit Canada, TD and the proposed Receiver, undertaken with consideration to the provisions of the Intercreditor Agreement affecting those assets, and reflect a reasonable accommodation among those parties in the circumstances.

TD sought to include a right of the Receiver to assign the Debtors into bankruptcy. That request is not being granted in the initial Order, although the Receiver may return to the Court on two days’ notice to seek that right should the Receiver deem such to be advisable following its initial review of the Debtors’ affairs.

The Receiver has filed a pre-filing report. Some of the appendices to that report include some emails in which the direct email addresses and telephone numbers of various individuals are shown. Counsel requested that the Receiver be permitted to redact email addresses and telephone numbers from the version of the pre-filing report to be posted on the Receiver’s website. I am satisfied that such redaction is appropriate and in accordance with the principles set out in *Sierra Club of Canada v. Canada (Minister of Finance)*, 2002 SCC 41.

A handwritten signature in blue ink that reads "Conway J." with a stylized flourish at the end.

Superior Court of Justice (Toronto)

ive this email in error, the information in this email may be confidential and must not be disclosed to anyone.