

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

BETWEEN:

CERRUTI INVESTMENTS INC.

Applicant

- and -

2616766 ONTARIO LIMITED

Respondent

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) 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**

**AIDE MEMOIRE OF THE RECEIVER
(Case Conference to be held on October 28, 2025)**

October 24, 2025

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1. This Aide Memoire is filed by KSV Restructuring Inc. in its capacity as receiver and manager (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 2616766 Ontario Limited (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof.¹

2. Pursuant to an Endorsement of the Court dated September 22, 2025 (the “**September 22 Endorsement**”), the Court directed the Receiver to deliver, by October 15, 2025, a report summarizing the amounts advanced by Cerruti Investments Inc. (“**CII**”) and the amounts CII claims are owed to it by the Debtor.² On October 15, 2025, the Receiver served the Second Report, addressing the foregoing.³

3. In respect of the First Advance (principal amount of \$9.175 million), the Receiver submits that no further inquiries are warranted. As set out in the Second Report, there is reasonable supporting documentation that the First Advance was made by CII to the Debtor, and Chauser has not provided any basis to dispute that conclusion.⁴ It would not be an efficient use of receivership resources to undertake a tracing of each dollar advanced to its ultimate use by the Debtor, nor is it apparent why such an exercise would be relevant to the amounts owed by the Debtor to CII. As noted by the Receiver in the Second Report, the parcel registry for the property reflects the discharge of various charges and construction liens in the March – July 2021 timeframe, which is

¹ All capitalized terms used herein and not otherwise defined have the meaning given to them in the [second report of the Receiver dated October 15, 2025](#) (the “**Second Report**”) [E533].

² Cerruti Investments Inc v 2616766 Ontario Limited (22 September 2025), Ont Sup Ct J [Commercial List] CV-25-00738703-00CL ([Endorsement of Justice J. Dietrich](#)) at para 11 [E546].

³ Lawyer’s Certificate of Service dated October 15, 2025 [E635].

⁴ Second Report at 2.2.2 [E538].

consistent with the Receiver's understanding of the use of the First Advance as outlined in the Second Report.

4. The Receiver stated in the Second Report it would make certain further inquiries in respect of the Second Advance, the Promissory Note and the Third Advance (principal amounts totalling \$1.86 million), as well as certain legal costs.⁵ Those inquiries are ongoing. The Receiver submits that the appropriate next step in this regard is for the Receiver to complete its further inquiries and provide a supplemental Report to the Court once those inquiries are complete.

5. In his affidavit, Chauser also raises various matters relating to junior mortgages and construction lien claims registered against the property, none of which were the subject of the September 22 Endorsement or the Second Report (or are properly the subject of this case conference). In any event, the Receiver takes no issue with providing copies of the construction lien proofs of claim to Chauser, subject to being directed to do so by the Court.⁶

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 24th day of October, 2025.



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⁵ Second Report at 2.3.6, 2.4.5, 2.5.6 and 2.7.3 [[E541](#), [E542](#) and [E543](#)].

⁶ The [Construction Lien Claims Procedure Order of the Court dated September 9, 2025](#), currently only contemplates the Receiver having the ability to share proofs of claim and related documents with other construction lien claimants and mortgagees (see paragraph 8).

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CERRUTI INVESTMENTS INC.
Applicant

-and- **2616766 ONTARIO LIMITED**
Respondent

Court File No: CV-25-00738703-00CL

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

Proceeding Commenced at Toronto, Ontario

**AIDE MEMOIRE OF THE
RECEIVER
(returnable October 28, 2025)**

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