

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

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

B E T W E E N :

**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  
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**RECEIVER'S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order (Appointing Receiver) of the Honourable Madam Justice J. Dietrich of the Ontario Superior Court of Justice (the "**Court**") dated April 17, 2025, KSV Restructuring Inc. was appointed as the receiver (the "**Receiver**"), without security, of all the undertaking, property and assets of 2616766 Ontario Limited (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor.

B. Pursuant to an Order of the Court dated March 11, 2026, the Court approved the agreement of purchase and sale made as of March 4, 2026 (the "**Sale Agreement**") between the Receiver, Cerruti Investments Inc. ("**CII**") and 6500 Cantelon Drive Inc. (the "**Designated Buyer**" and, with CII, the "**Purchaser**") dated March 4, 2026 (the "**Sale Agreement**") and provided for the vesting in the Designated Buyer of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by

the Receiver to the Purchaser of a certificate confirming (i) the satisfaction by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 8 of Schedule A to the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser, as applicable; and (iii) 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 Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has satisfied the Purchase Price for the Purchased Assets payable on the Completion Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 8 of Schedule A to the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser, as applicable; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at 2:50 p.m. (Toronto time) on April 15, 2026.

**KSV RESTRUCTURING INC., solely in its capacity as Court-appointed Receiver of the assets, property and undertaking of 2616766 Ontario Limited and not in its personal or corporate capacity**

Per:   
DocuSigned by:  
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Name: Noah Goldstein  
Title: Managing Director

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SUPERIOR COURT OF JUSTICE  
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Proceeding Commenced at Toronto, Ontario

**RECEIVER'S CERTIFICATE**

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