



Court File No. CV-25-00741044-00CL

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

THE HONOURABLE

)

FRIDAY, THE 25<sup>th</sup>

JUSTICE J. DIETRICH

)

DAY OF JULY, 2025

)

**CHIEF EXECUTIVE OFFICER OF THE FINANCIAL SERVICES  
REGULATORY AUTHORITY OF ONTARIO**

Applicant

- and -

**SUSSMAN MORTGAGE FUNDING INC., 2486976 ONTARIO INC.,  
and 1981361 ONTARIO INC.**

Respondents

**AMENDED AND RESTATED  
RECEIVERSHIP ORDER**

**THIS APPLICATION** made initially by the Applicant on April 11, 2025, for an Order pursuant to section 37 of the *Mortgage Brokerages, Lenders and Administrators Act, 2006*, S.O. 2006, c. 29, as amended (the "**MBLAA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**"), appointing B. Riley Farber Inc. as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of the Respondents acquired for, forming part of, or used in relation to a business carried on by the Respondents, any assets or property held by the Respondents in trust for any third party, and all property, rights, interests and proceeds arising from all joint venture or co-tenancy agreements entered into by the Respondents was heard on May 2, 2025, at 330 University Avenue, Toronto, Ontario (the "**Initial Application**"),

**ON READING** the receivership order granted by the Court on May 2, 2025, appointing the Receiver of the Property (as defined herein) (the “**Receivership Order**”) pursuant to the Initial Application,

**AND ON READING** the Preliminary Report (as defined in the Receivership Order) dated June 2, 2025, filed in accordance with paragraph 3 of the Receivership Order,

**AND ON READING** the Receiver’s supplement to the Preliminary Report dated June 24, 2025,

**AND ON READING** the Receiver’s second supplement to the Preliminary Report dated July 23, 2025,

**AND ON HEARING** the submissions of counsel for the Receiver, the Applicant, Representative Counsel (as defined in the Representative Counsel Order dated May 20, 2025 (the “**Representative Counsel Order**”), and Logpin Investments Ltd., The Goldfarb Corporation, Gary Goldfarb and Jeffrey Goldfarb (collectively, the “**Goldfarb Group**”), and such other parties in attendance at the hearing of this application, and on being advised that those investors represented today do not object to the form of Order presented to the Court today, subject to the terms of this Order,

## **SERVICE**

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

## **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 37 of the MBLAA (in respect of SMFI) and pursuant to section 101 of the CJA (in respect of all of the Respondents), B. Riley Farber Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Respondents acquired for, forming part of, or used in relation to a business carried on by the Respondents, any assets or property held by the Respondents in trust for any third party (subject to any further Order of this Court), and the Respondents’ property, rights, interests and proceeds arising from all joint venture or co-tenancy agreements entered into by the Respondents, including

but not limited to those described in **Schedule "B"** attached hereto, including all proceeds thereof and including all property vested in any trustee in bankruptcy of the said Respondents (collectively, the "**Property**").

### **RECEIVER'S POWERS**

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable: to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (a) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (b) to manage and operate the business of the Respondents, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the Respondents' business, and cease to carry on the Respondents' GIC business;
- (c) to enter the Respondents' business premises during regular business hours and examine and make copies of any document or record, in paper or electronic format;
- (d) to have access to all electronic storage and record databases, including, but not limited to, iCloud, email inboxes, Dropbox, and to examine and make copies of any document or record contained therein;
- (e) to review and investigate the books, records and financial affairs in electronic form or otherwise, including, without limitation, banking and investment records, of the Respondents;

- (f) to review and investigate:
  - (i) transactions related to the syndicated mortgage loans brokered by SMFI and the disposition of any proceeds;
  - (ii) the status and realizable value of the underlying mortgages; and
  - (iii) the status and realizable value of the Respondents' interests in the joint venture agreements included in the Property;
- (g) to deliver notices of examination to and examine any person (including, without limitation, any of the Respondents, and any other officer, director, or employee of the Respondents) under oath who has knowledge of the business and affairs of the Respondents;
- (h) to engage consultants, appraisers, agents, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (i) to receive and collect all monies and accounts now owed or hereafter owing to the Respondents and to exercise all remedies of the Respondents in collecting such monies, including, without limitation, to enforce any security held by the Respondents;
- (j) to settle, extend or compromise any indebtedness owing to the Respondents for less than \$50,000 and for any greater amount only with the consent of the Goldfarb Group and Representative Counsel;
- (k) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Respondents, for any purpose pursuant to this Order;
- (l) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter

instituted with respect to the Respondents, the Property or the Receiver, and to settle or compromise any such proceedings but only with the consent of the Goldfarb Group and Representative Counsel, provided that in the event a proceeding is brought against (i) an investor represented by Representative Counsel, or (ii) an investor within the Goldfarb Group, no such consent is required from the party in respect of which such proceeding has been brought, and any fees, costs and expenses incurred by the Receiver in respect of such actions are subject to paragraph 23 herein. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (m) to market any or all of the Property set out in **Schedule “C”**, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (n) to sell, convey, transfer, lease or assign the Property set out in **Schedule “C”**, or any part or parts thereof, out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$600,000 with the support of any party holding security over such Property; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause, or where the support of any party holding security over such Property has not been provided;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the *Ontario Mortgages Act*, as the case may be, shall not be required;

- (o) to apply for any vesting order or other orders necessary to convey the Property set out in **Schedule “C”**, or any part or parts thereof, to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (p) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (r) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Respondents;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Respondents, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Respondents;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Respondents may have; and
- (u) to exercise the functions of an administrator in accordance with the MBLAA and regulations;
- (v) to execute an assignment in bankruptcy, assigning the Respondents 2486976 Ontario Inc., and 1981361 Ontario Inc. (or either one of them) into bankruptcy, or to consent to an application for the making of a bankruptcy order against the Respondent Sussman Mortgage Funding Inc.; and

- (w) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,
- (x) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Respondents, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the Respondents, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Respondents, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give

unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY**

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Respondents or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Respondents or the Property are hereby stayed and suspended pending further Order of this Court, provided however that nothing in this Order shall affect the relief ordered by the Court on this day in the action bearing Court File No. CV-25-00740475-00CL.



## **NO EXERCISE OF RIGHTS OR REMEDIES**

10. **THIS COURT ORDERS** that all rights and remedies against the Respondents, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and further provided that nothing in this paragraph shall (i) empower the Receiver or the Respondents to carry on any business which the Respondents are not lawfully entitled to carry on, (ii) exempt the Receiver or the Respondents from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, (iv) prevent the registration of a claim for lien, or (v) prevent any creditor from commencing a bankruptcy application against any of the Respondents.

## **NO INTERFERENCE WITH THE RECEIVER**

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Respondents, without written consent of the Receiver or leave of this Court.

## **CONTINUATION OF SERVICES**

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Respondents or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Respondents are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Respondents' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Respondents or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

## RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court. Notwithstanding anything else contained in this Order, nothing in this Order shall affect or be deemed to affect or alter in any manner the holding of any property in trust by the Respondents for investors, which shall continue and remain in effect at all times.

## EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Respondents shall remain the employees of the Respondents until such time as the Receiver, on the Respondents' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects

identical to the prior use of such information by the Respondents, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

### **LIMITATION ON THE RECEIVER'S LIABILITY**

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

### **RECEIVER'S ACCOUNTS**

18. **THIS COURT ORDERS** that 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, up to the aggregate maximum principal amount of \$850,000 or such further amounts as may be approved in writing by both the Representative Counsel and the Goldfarb Group, or by further order of the Court, and that the Receiver and

counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA. Prior to incurring any incremental amount above \$850,000, the Receiver must first obtain consent of both the Representative Counsel and the Goldfarb Group.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its 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.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order (shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the appointment of the Receiver over all Property and the Receiver's Charge and Receiver's Borrowing Charge granted over all Property, shall not be deemed in any way to reflect or predetermine the basis upon which borrowings and the costs and expenses of the Receiver, or any proceeds that may arise from or be realized from the Property, may ultimately be allocated or distributed as the case may be, pursuant to a further Order of the Court. For greater certainty, steps taken by the Receiver and the costs incurred by the Receiver pursuant to this or any further Order shall, to the extent possible, be allocated by the Receiver based on the separate properties, mortgages, projects and/or investments, including, but not limited to, those identified in Exhibit "J" to the Leung Affidavit (as defined in the May 2, 2025 Order originally appointing the Receiver in this proceeding) for the purposes of any future allocation or distribution.

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

25. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

## **SERVICE AND NOTICE**

26. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website

shall be established in accordance with the Guide with the following URL  
[‘https://brileyfarber.com/engagements/sussman-mortgage-funding-inc/’](https://brileyfarber.com/engagements/sussman-mortgage-funding-inc/).

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

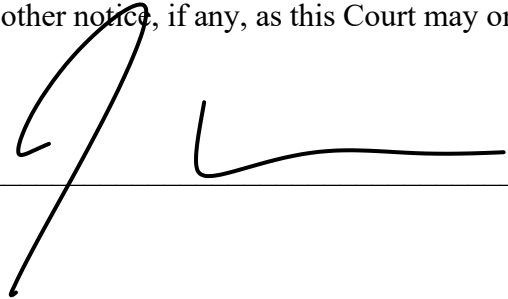
29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents.

30. **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.

31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. **THIS COURT ORDERS** the Applicant's request for its costs of the Initial Application are to be determined by this Court on motion by the Applicant on not less than seven (7) days notice to the Service List.

33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



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## SCHEDULE "A"

### RECEIVER'S CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. **THIS IS TO CERTIFY** that B. Riley Farber Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of Sussman Mortgage Funding Inc., 2486976 Ontario Inc., and 1981361 Ontario Inc. (collectively, the "**Respondents**") acquired for, or used in relation to a business carried on by the Respondents, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Order**") made in an action having Court file number CV-25-00741044-00CL has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any



person other than the holder of this certificate without the prior written consent of the holder of this certificate.

The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**B. RILEY FARBER INC.**, solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

## **SCHEDULE "B"**

### **PROPERTY, ASSETS, UNDERTAKINGS**

A joint venture agreement dated as of January 19, 2016 and amended March 2016 between 2486976 Ontario Inc. and Ballymore Building (Innisfil) Corp. governing the construction of a residential housing development on the real property described as follows:

PIN No. 58056-0089; Part Lt 22, Concession 3 Innisfil being Parts 1 & 2, Plan 51R-5794

PIN No. 58056-0092; Part Lot 22, Concession 3 Innisfil as in RO1093769

PIN No. 58056-0019; Part Lots 21&22, Concession 3 Innisfil being Part 2, Plan 51R36429, Part Lot 22, Concession 3 Innisfil Part 3, 51R36429, Innisfil

PIN No. 58056-0124; Part Lot 22, Con 3 Innisfil being Part 1, 51R37693, Town of Innisfil

PIN No. 58056-0127; Blocks A, B & C, Plan 973 and Part Lot 22 Concession 3 Innisfil being Part 1, 51R36429 except Part 3, 51R37693; Town of Innisfil

PIN No. 58065-0457; Part Lot 21 Con 4 Innisfil being Part 1, Plan 51R38206; Innisfil

PIN No. 58066-0222; Part of Lots 23 & 24, Concession 4 Innisfil being Part 1 on Plan 51R35702; Innisfil

A co-tenancy agreement dated as of April 5, 2019 between 1981361 Ontario Inc., Alliance Compro Inc., Alliance Homes Inc. and 2114568 Ontario Inc. governing the construction of a residential housing development on the real property described as follows:

PIN No. 58707-0038, Part of Lot 51/2 of Lot 24 and Part Lot 25 Concession 10 Mara being PTs 1, 2 & 3 51R36608 Except PT 1 51R36628

A co-tenancy agreement dated January 30, 2020 between 1981361 Ontario Inc. and Waterways of Muskoka Ltd. governing the construction of a residential housing development on the real property described as follows:

PIN No. 481700493, PT LT3 PL 1 MONCK PT7 ON 35R23664

PIN No. 481700494, PT LT3 PL 1 MONCK PT8 ON 35R23664

PIN No. 481700495, PT LT3 PL 1 MONCK PT9 ON 35R23664

PIN No. 481700496, PT LT3 PL 1 MONCK PT10 ON 35R23664

PIN No. 481700497, PT LT4 & 5 PL 1 MONCK PT11 ON 35R23664

PIN No. 481700498, PT LT4 & 5 PL 1 MONCK PT12 ON 35R23664

PIN No. 481700499, PT LT4 & 5 PL 1 MONCK PT13 ON 35R23664

PIN No. 481700500, PT LT4 & 5 PL 1 MONCK PT14 ON 35R23664

PIN No. 481700501, PT LT4 & 5 PL 1 MONCK PT15 ON 35R23664

PIN No. 481700502, PT LT4 & 5 PL 1 MONCK PT LANE 1 MONCK CLOSE BY MT91902  
PT16 ON 35R23664

PIN No. 481700503, PT LT 5 PL 1 MONCK PT 17 ON 35R23644

PIN No. 481700504, PT LT 5 PL 1 MONCK PT 18 ON 35R23644

PIN No. 481700505, PT LT 5 PL 1 MONCK PT 19 ON 35R23644

PIN No. 481700506, PT LT 5 PL 1 MONCK PT 20 ON 35R23644

PIN No. 481700507, PT LT 5 PL 1 MONCK PT 21 ON 35R23644

PIN No. 481700508, PT LT 5 PL 1 MONCK PT 22 ON 35R23644

PIN No. 481700509, PT LT 5 PL 1 MONCK PT 23 ON 35R23644

PIN No. 481700510, PT LT 5 PL 1 MONCK PT LANE PL 1 MONCK CLOSED BY MT91902  
OT 24 ON 35R23664

PIN No. 481700553, PT LT 1 & 8 PL 1 MONCK PT 67 ON 35R23644

PIN No. 481700554, PT LT 1 & 8 PL 1 MONCK PT 68 ON 35R23644

PIN No. 481700555, PT LT 1 PL 1 MONCK PT 69 ON 35R23644

PIN No. 481700526, PT LT 1 PL 1 MONCK PT 40 ON 35R23644

PIN No. 481700527, PT LT 1 PL 1 MONCK PT 41 ON 35R23644

PIN No. 481700528, PT LT 1 PL 1 MONCK PT 42 ON 35R23644

PIN No. 481700529, PT LT 1 PL 1 MONCK PT 43 ON 35R23644

PIN No. 481700525, PT LT 1 PL 1 MONCK PT 39 ON 35R23644

PIN No. 481700524, PT LT 1 PL 1 MONCK PT 38 ON 35R23644

PIN No. 481700523, PT LT 1 PL 1 MONCK PT 37 ON 35R23644

PIN No. 481700563, PT LT2 PL 1 MONCK PT 77 ON 35R23644

PIN No. 481700564, PT LT2 PL 1 MONCK PT 78 ON 35R23644

PIN No. 481700565, PT LT 1 & 2 PL 1 MONCK PT 79 ON 35R23644

PIN No. 481700566, PT LT1 PL 1 MONCK PT 80 ON 35R23644

PIN No. 481700567, PT LT1 PL 1 MONCK PT 81 ON 35R23644

PIN No. 481700568, PT LT1 PL 1 MONCK PT 82 ON 35R23644

**SCHEDULE “C”**

**LIST OF PROPERTY TO BE MARKETING**

Mortgage	Property PIN	Legal Description	Municipal Address
H-27	58220-0602	BLOCK 16, PLAN 51M1163; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1600119; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1600122; SUBJECT TO AN EASEMENT AS IN SC1669650; TOWNSHIP OF CLEARVIEW	199 Mary Street, Creemore, ON
H-27	58220-0603	BLOCK 17, PLAN 51M1163; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1600119; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1600122; SUBJECT TO AN EASEMENT AS IN SC1669650; TOWNSHIP OF CLEARVIEW	187 Mary Street, Creemore, ON
S-26*	58065-0609	Lot 146, Plan 51M1014; TOGETHER WITH AN EASEMENT OVER PTS 6 & 7 51R38128 AS IN SC996675; SUBJECT TO AN EASEMENT IN GROSS OVER LOT 146, PLAN 51M1014 AS IN SC1333490; TOWN OF INNISFIL	1345 Bardeau St., Lefroy/Innisfil, ON
S- <sup>1</sup> 27*	58065-0847	Plan 51M1099, Lot 29, Town of Innisfil	1026 Green Street, Innisfil, ON

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<sup>1</sup> \* Inclusion of S-26 and/or S-27 depends on results of motion that Michael Stein has brought regarding these two mortgages.

Court File No: CV-25-00741044-00C

<b>CHIEF EXECUTIVE OFFICER OF THE FINANCIAL SERVICES REGULATORY AUTHORITY OF ONTARIO</b> Applicant	- and -	<b>SUSSMAN MORTGAGE FUNDING INC., et :</b> Respondent
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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

**AMENDED AND RESTATED  
RECEIVERSHIP ORDER**

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*Lawyers for the Receiver*