

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

LOGPIN INVESTMENTS LIMITED, THE GOLDFARB CORPORATION,
GARY GOLDFARB, JEFFREY GOLDFARB, SUZY S. GREENSPAN and
JULIANNA GREENSPAN

Plaintiffs

and

SANDFORD SUSSMAN, a.k.a. SANDY SUSSMAN, SUSSMAN MORTGAGE
FUNDING INC., 2486976 ONTARIO INC., 1981361 ONTARIO INC.,
2114568 ONTARIO INC., ALLIANCE HOMES LTD., ALEX TROOP,
BALLYMORE BUILDING (INNISFIL) CORP., WATERWAYS OF MUSKOKA LTD.,
MARY CHMIEL, LORI RAHAM and LIISA BIER

Defendants

NOTICE OF MOTION

(Motion for a *Mareva* Injunction, an Accounting Order, the appointment of a
Receiver, and Other Relief)

The Plaintiffs will make a Motion to a Judge presiding over the Commercial List on
_____ at 10:00 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

☐ In writing under subrule 37.12.1(1) because it is
[insert on consent, unopposed or made without notice];

☐ In writing as an opposed motion under subrule 37.12.1(4);

☒ In person;

☐ By telephone conference;

[] By video conference.

at the following location

330 University Avenue, 10th Floor, Toronto ON M5G 1R7

THE MOTION IS FOR

- (a) An Order dispensing with or validating service of this Notice of Motion and Motion Record;
- (b) An interim and interlocutory Order in the form of a *Mareva* injunction restraining Sandford Sussman a.k.a. Sandy Sussman ("**Sussman**") and Sussman Mortgage Funding Inc. ("**SMFI**") from directly or indirectly, in any manner, disposing of, selling, removing, dissipating, alienating, transferring, assigning, encumbering or similarly dealing with any of their assets and without limiting the generality of the foregoing, any assets held directly or indirectly by or for the benefit of the Plaintiffs wherever located;
- (c) An Order directing all financial institutions, or other third parties having notice of the Order contemplated in paragraph 1(b), to forthwith freeze and prevent the removal or transfer of any monies or assets held by or for the direct or indirect benefit of the Sussman Defendants wherever located;
- (d) An Order requiring the Defendants or any of them to forthwith provide to the Plaintiffs or as they may direct a full and complete accounting of all mortgages, investments, properties (including but not limited to the Ballymore Project, the Waterways Project, or the Uptergrove Project, as defined below), or assets of any kind into which the Plaintiffs' funds were or may have been invested into or advanced and, without limiting the generality of the foregoing, a full accounting of

all funds received, invested, and disbursed by the Defendants or any of them in respect of mortgages into which the Plaintiffs' funds were invested or were said to have been invested, together with particulars in respect of the properties to which the Plaintiffs' funds were invested or said to be invested together with full particulars of any property or other sales or transfers, and without limiting the generality of the foregoing, any payments made on account of the mortgages, including the source of payments, any redemptions, sales or transfers of the said mortgages or the underlying properties or lots on those properties, and a full accounting of all funds which have been paid out to date to anyone whether as profits, as payments to other investors on account of interests held or said to be held in the subject mortgages or payment or for any other reason whatsoever under any agreement or otherwise, including but not limited to any and all funds or assets received from the Plaintiffs or any funds improperly misappropriated or otherwise diverted from the Plaintiffs, including any funds paid to any other Sussman related investor or into or through any assets held directly or indirectly by the Sussman Defendants, their employees, agents, assigns, officers, directors or anyone else acting on their behalf or in conjunction with them, together with all documents, records, communications and data relating to the Plaintiffs' investments or the mortgages into which the Plaintiffs invested or are said to have been invested with and through SMFI, and in mortgages including, without limitation, the documents, records, and communications identified in the Goldfarb Plaintiffs' demand letter dated March 10, 2025, which has gone unanswered;

- (e) An Order as part of, or in addition to, the Order in paragraph 1(d) above, requiring Alliance Homes Ltd. (“**Alliance**”), Alex Troop (“**Troop**”), Ballymore Building (Innisfil) Corp. (“**BallymoreCo**”), and Waterways of Muskoka Ltd. (“**WaterwaysCo**”) to forthwith account for any and all payments made towards any of the mortgages identified in Schedule “A” to this Notice of Motion;
- (f) An Order tracing all funds received by the Sussman Defendants or any of them from each or any of the Plaintiffs or any and all funds received by the Sussman Defendants or paid by the Sussman Defendants on account of or with respect to any of the mortgages into which money was advanced by the Plaintiffs or any of them;
- (g) A mandatory Order requiring the Sussman Defendants or any person having knowledge of the Orders above to forthwith account for a Charge in the principal amount of \$800,000 given by Mortgage Funding Building Inc., to WFE Investment Corp. and Jeffrey Citron Professional Corporation (Instrument No. SC2116273), and without limiting the generality of the foregoing, an accounting of the distribution of the proceeds of the said Charge.
- (h) an order assigning the mortgages that are the subject matter of this action to a receiver or receiver-manager or to such other person as this Court may direct, and an order that a receiver or receiver manger be appointed in respect of the assets, undertakings and properties of Sussman Mortgage Funding Inc., 2486976 Ontario Inc., 1981361 Ontario Inc. and 2114568 Ontario Inc., including any assets, undertakings and properties held by these parties in trust for any third party, with such powers as may be deemed just and convenient by this Court, including on an

interim an/or interlocutory basis, for the purpose of protecting their estates and their respective stakeholders;

- (i) An Order that Sussman forthwith surrender his passport to Fogler, Rubinoff LLP, in trust;
- (j) Costs of this motion on a full or substantial indemnity basis;
- (k) Such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE

Overview

- (a) The Plaintiffs bring this motion for a *Mareva* injunction, an accounting, and other ancillary relief due to the Sussman Defendants' breaches of trust, fiduciary duty, statutory duties under the [Mortgage Brokers, Lenders, and Administrators Act, 2006 \(Ontario\)](#), oppression, breaches of contract, knowing assistance in breach of trust, negligence, admitted fraud, and misappropriation of the Plaintiffs' investments in several mortgages which the Sussman Defendants syndicated, implemented, administered, and ultimately, used as vehicles to defraud the Plaintiffs;
- (b) Sussman has admitted his fraudulent conduct. On or about February 5, 2025, Sussman, in granting an assignment of a Sussman-owned and Sussman-controlled company, 1981361 Ontario Inc's ("198Co") interest and cash flow in the Uptergrove Joint Venture (described below) made the following admissions in writing:

- (i) *Sussman and 198Co both agree that the Sussman [sic] improperly, fraudulently and illegally, and in breach of Sussman's fiduciary duty, appropriated payments paid under the Syndicated Loans in violation of the laws of the Province of Ontario governing mortgage brokers and syndicated loans;*
- (ii) *Both Sussman and 198Co were participants in and beneficiaries of the improper, illegal and fraudulent appropriation of funds by Sussman from Syndicated Loans;*
- (c) Over \$44 million has been misappropriated or not accounted for by the Sussman Defendants from the Plaintiffs' investments. The Defendants have failed, refused, or neglected to account for the funds received and invested from the Plaintiffs, and failed, refused, or neglected to account for any disbursements, transfers, extensions, renewals, and postponements of the mortgages at issue.
- (d) Without this Court's intervention, the Sussman Defendants' misappropriation will go unpenalized. The Plaintiffs have no insight into the scope of the Sussman Defendants' clear, undeniable, and admitted misappropriation and fraud. The Plaintiffs have already suffered significant, irreparable harm and continue to be at risk of further irreparable harm should the Order sought not be granted.

The Parties

- (e) The Plaintiffs, Jeffrey and Gary Goldfarb are brothers residing in Toronto, Ontario. The Plaintiffs, Logpin Investments Limited ("**Logpin**") and The Goldfarb Corporation ("**TGC**") are Ontario corporations.

- (f) Gary is a lawyer licensed to practice law in Ontario. Jeffrey is a retired Chartered Professional Accountant.
- (g) The Plaintiff, Suzy Greenspan, resides in Toronto, Ontario. She is the mother of the Plaintiff, Julianna Greenspan. Julianna also resides in Toronto, Ontario and is a lawyer licensed to practice law in Ontario.
- (h) Sussman is a mortgage agent residing in Toronto. His license with the Financial Services Regulatory Authority of Ontario (“**FSRA**”) expired on March 31, 2025. He is a shareholder, director, and officer of SMFI, which carries on business as a mortgage broker and deposit brokerage based in Barrie, Ontario. 248Co, 198Co, and 211Co are all Ontario corporations controlled by, and owned solely by, Sussman.
- (i) Sussman and SMFI are subject to the [*Mortgage Brokers, Lenders and Administrators Act, 2006*](#) (Ontario) and are regulated by the Financial Services Regulatory Authority of Ontario (“**FSRA**”).
- (j) At all material times, SMFI was the syndicator for each of the mortgages below, across all developments into which the Plaintiffs’ funds were invested, including the Ballymore Project, the Waterways Project, and the Uptergrove Project. As is described below, Sussman, alone or in conjunction with the co-Defendants, caused the Plaintiffs to make investments over several years through the funding of interests in a series of mortgages or parts of mortgages to be secured against several different properties.

- (k) Alliance Homes Ltd. ("**Alliance**") is an Ontario corporation, and a home builder licensed with the Ontario Home Construction Regulatory Authority. Alex Troop ("**Troop**") is a director and officer of Alliance.
- (l) Waterways of Muskoka Ltd. ("**WaterwaysCo**") is an Ontario corporation directly or indirectly related to Alliance, and is also a home builder licensed with the Ontario Home Construction Regulatory Authority. Troop is also a director and officer of WaterwaysCo.
- (m) At all material times, Alliance and WaterwaysCo were the home builders responsible for the development projects known as the Uptergrove Project and the Waterways Project, respectively.
- (n) Ballymore Building (Innisfil) Corp. ("**BallymoreCo**") is an Ontario corporation, and a home builder licensed with the Ontario Home Construction Regulatory Authority. Sussman is a director and officer of BallymoreCo. At all material times, BallymoreCo was the home builder responsible for the development project known as the Ballymore Project.

Background to the Scheme of Mortgages and Investments with the Sussman Defendants

- (o) As part of its business, SMFI and Sussman arrange for syndicated mortgages funded through and held by SMFI. In a syndicated SMFI mortgage, funds from multiple investors are pooled by SMFI and advanced to the borrower. Funds from investors are secured by a mortgage which is held in trust by SMFI for the benefit of the investors. SMFI, administers the mortgages, and remits interest payments to

the investors (lenders) in accordance with their proportionate share of the loan or investment in the syndicated mortgage.

- (p) In each of the mortgages at issue in this action, the Plaintiffs individually or otherwise, invested in mortgages pursuant to "Investor Agreements" which contained specific, material terms.
- (q) In each of the mortgages at issue in this action, the mortgages were held in trust by SMFI for the benefit of the Plaintiffs.
- (r) Each of the mortgage investments were in respect of mortgages that had specific maturity dates. None of the principal funds invested in the respective mortgages were repaid to the Plaintiffs on the maturity date of any of the mortgages. Sussman either renewed the mortgages without authority or received payments and discharged or otherwise dealt with the mortgages, without notice to, or the knowledge or consent of, any of the Plaintiffs.
- (s) The Goldfarb Plaintiffs' investment of \$42,740,044.17, and the Greenspan Plaintiffs' investment of \$1,350,000, are deemed trust funds under the terms of the Investor Agreements, s. 49(1) of O. Reg. 188/08, Mortgage Brokerages: Standards of Practice, under the [Mortgage Brokers, Lenders, and Administrators Act, 2006 \(Ontario\)](#) and at common law.
- (t) In each of the mortgages at issue in this action, the Sussman Defendants were obliged to account to the Plaintiffs for the funds invested by the Plaintiffs, to pay the Plaintiffs with their proportionate share of the monthly interest payments, and on maturity of the mortgages on the date or dates set out in the Investor Agreements, to repay the principal balance owing to the respective Plaintiffs. In breach of their

fiduciary, trust, statutory, and contractual duties and their duties of care, they failed to do so.

- (u) At no time did any of the Sussman Defendants advise the Plaintiffs that any of the mortgages described below had been redeemed, transferred, postponed, extended, or otherwise discharged from title to the underlying properties which form part of the Ballymore, Uptergrove, and Waterways Projects. To the contrary, until at least August 2024, the Sussman Defendants continued to make payments that purported to be monthly interest payments corresponding to the mortgages described below, which created the appearance that the Sussman Defendants were engaged in the legitimate provision of mortgages, and were adhering to the terms of the Investor Agreements.
- (v) In breach of a fiduciary, trust, or statutory duty or a duty of care, Sussman failed to inform the Plaintiffs or any of them that he had a direct or indirect ownership interest in any of the Ballymore, Uptergrove or Waterways Projects. This misconduct was oppressive to, unfairly prejudicial to, or unfairly disregarded, the Plaintiffs' reasonable expectations as investors with the corporate Sussman Defendants.

The Plaintiffs' Investments with the Sussman Defendants and their Misconduct

- (w) As set out above, the Goldfarb Plaintiffs have invested \$42,740,044.17 through Sussman, SMFI, and Mary: Logpin (\$30,650,902.48); TGC (\$9,856,654.67); Jeffrey (\$842,487.01); and Gary (\$1,390,000). The Greenspan Plaintiffs have invested \$1,350,000. Particulars of the Plaintiffs' investments into specific mortgages set up by the Sussman Defendants are set out in **Schedule "A"**.

- (x) In accordance with the terms of the Investor Agreements and the mortgages described in Schedule "A", monthly interest payments were made to Logpin and to TGC until August 2024, and to Jeffrey and to Gary until December 2024. Suzy and Julianna continued to receive monthly interest payments until August 2024.
- (y) When the interest payments ceased, the Plaintiffs began to investigate the mortgages and make demands of the Sussman Defendants. The Goldfarb Plaintiffs learned that several of the mortgages described in Schedule "A" (including but not limited to Mortgages B-90, H-20, H-26, H-27, I-24, M-35, M-37, R-66, S-18, T-18, W-21, W-30) had been discharged or transferred by the Sussman Defendants without notice to the Goldfarb Plaintiffs, and that funds from those discharges or transfers had not been paid by the Sussman Defendants to the Goldfarb Plaintiffs in accordance with the terms of the Investor Agreements and the mortgages in Schedule "A".
- (z) Instead, the Sussman Defendants received repayment of the principal amounts pursuant to those mortgages, discharged certain of the corresponding mortgages, but concealed these facts from the Plaintiffs, continued to make monthly interest payments purportedly in accordance with the terms of the Investor Agreements and the mortgages above, falsely led the Goldfarb Plaintiffs to believe that the original or renewed terms of those mortgages were ongoing, and ultimately misappropriated or misdirected the funds in breach of the [Mortgage Brokers, Lenders and Administrators Act](#), and in breach of their fiduciary and trust duties to the Plaintiffs.
- (aa) From the inception of the investments made by or on behalf of the Plaintiffs or any of them, Sussman and SMFI have failed, and continue in their failure to disclose

the following material facts in respect of the mortgages and properties into which their investments are said to have been invested:

- (i) Sussman was a director and officer of BallymoreCo (the Borrower on Mortgages B-86, B-83, L-16 and C-64), and a 49.98% co-owner in the Ballymore Project through 248Co, which is also a party to a joint venture agreement in respect of the Ballymore Project;
 - (ii) Sussman was directly or indirectly through 198Co a 50% co-owner in the Uptergrove Project, the ultimate borrower on Mortgages A-14, A-18, and T-14), through 198Co, and that he is a director in 211Co, which is one of the original borrowers on the mortgages pertaining to the Uptergrove Project, one of the developers of the Uptergrove Project along with Alliance, and a party to a joint venture agreement in respect of the Uptergrove Project; and
 - (iii) Sussman was a 50% co-owner in the Waterways Project through 198Co, which is a party to a joint venture agreement in respect of the Waterways Project.
- (bb) The Plaintiffs have also learned that the amounts of the mortgages registered on title to the properties which form part of the Uptergrove and Waterways Projects were less than the amounts of investment funds requested and received by Sussman and SMFI from the Goldfarb Parties, in further breach of his fiduciary and trust duties to the Plaintiffs. Moreover, Mortgages W-30 and M-27 were discharged without notice to the Goldfarb Plaintiffs. The Goldfarb Plaintiffs are still owed over \$1,414,000 in respect of these two mortgages.

- (cc) The Sussman Defendants failed to provide the Goldfarb Plaintiffs or the Greenspan Plaintiffs with any explanation for the misconduct above, or any information on the current status of their investments and those mortgages. They did so in breach of the Investor Agreements, in breach of their trust duties, in knowing assistance of breach of trust, and in breach of their fiduciary duties or duty of care. Sussman deceived the Plaintiffs and misappropriated or with the assistance of the co-Defendants, misdirected the Plaintiffs' funds .
- (dd) Pursuant to the terms of the Investor Agreements, the [Mortgage Brokers, Lenders, and Administrators Act, 2006 \(Ontario\)](#), and given the trustee-beneficiary relationship recognized within the Investor Agreements, SMFI or Sussman held the Plaintiffs' interests in the mortgages, investments, and properties (including but not limited to the Ballymore Project, Waterways Project, and Uptergrove Project), in trust for the Plaintiffs and owed the Plaintiffs specific duties of trust and fiduciary duties in respect of the Plaintiffs' investments in the mortgages described in Schedule "A".
- (ee) The Sussman Defendants breached their fiduciary duties and their duties of trust, are liable both directly and by reason of having rendered knowing assistance (as the case may be)

Grounds for a Mareva Injunction

- (ff) The Plaintiffs have a strong *prima facie* case against the Sussman Defendants for breaches of trust, breaches of fiduciary duty, knowing assistance in breach of trust, fraud, misappropriation, oppression, breaches of contract, negligence, and unjust enrichment.

- (gg) There is a real risk that the Plaintiffs' investments and monies with the Sussman Defendants, have been dissipated and will be dissipated.
- (hh) Moreover, where there is fraud (as is the case here), the risk of removal or dissipation of assets can be established by inference arising from the circumstances of the fraud itself: *Sibley & Associates LP v. Ross*, [2011 ONSC 2951 at paras. 62 – 63.](#)
- (ii) The Plaintiffs are at risk of irreparable harm should the Orders sought not be granted. This includes the injunction and disclosure orders to preserve, freeze, trace and account for funds or assets in the Sussman Defendants' possession, power, or control, as described above, and for funds or assets improperly defrauded, misappropriated or otherwise diverted from the Plaintiffs.
- (jj) Moreover, Sussman is the mastermind of this scheme. There is a real risk that Sussman will flee the jurisdiction to avoid litigation. Accordingly, Sussman should be ordered to surrender his passport.
- (kk) The balance of convenience favours the Plaintiffs.

Grounds for an Accounting

- (ll) As trustees and fiduciaries, the Sussman Defendants are obligated to provide an accounting to the Plaintiffs of their investments and monies. They have failed to do so.
- (mm) Moreover, full particulars of the investments and mortgages described in Schedule "A", as well as on the Ballymore, Uptergrove, and Waterways Projects, are in the possession of the Defendants, including those Defendants to whom the mortgages were given (i.e., Alliance, WaterwaysCo, and BallymoreCo).

- (nn) Given the blatant breaches of trust and fiduciary duties described above, an interim and final accounting of all mortgages, investments, properties (including but not limited to the Ballymore Project, the Waterways Project, or the Uptergrove Project), or assets of any kind into which the Plaintiffs' funds were invested into or advanced is necessary, as is a tracing order to allow the Plaintiffs to trace funds received by the Sussman Defendants.

Other Grounds and Relief

- (oo) The [Mortgage Brokers, Lenders, and Administrators Act, 2006 \(Ontario\)](#), including but not limited to ss. 49(1) and 52 of O. Reg. 188/08, Mortgage Brokerages: Standards of Practice.
- (pp) Rules 1, 2, 4, 37, 38, 40 of the *Rules of Civil Procedure* (Ontario).
- (qq) Such further and other grounds as the lawyers may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

- (a) The Affidavit of Gary Goldfarb, to be sworn;
- (b) The Affidavit of Jeffrey Goldfarb, to be sworn;
- (c) The Affidavit of Julianna Greenspan, to be sworn;
- (d) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

April 2, 2025

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Lawyers for the Plaintiffs

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Defendant

AND TO: SUSSMAN MORTGAGE FUNDING INC.
129 Dunlop Street East
Barrie, ON L4M 1A6

Defendant

AND TO: 2486976 ONTARIO INC.
129 Dunlop Street East
Barrie, ON L4M 1A6

Defendant

AND TO: 1981361 ONTARIO INC.
129 Dunlop Street East
Barrie, ON L4M 1A6

Defendant

AND TO: 2114568 ONTARIO INC.
129 Dunlop Street East
Barrie, ON L4M 1A6

Defendant

AND TO: ALLIANCE HOMES LTD.
6048 Highway #9, Unit 7
Schomberg, ON L0G 1T0

Defendant

AND TO: BALLYMORE BUILDING (INNISFIL) CORP.
12840 Yonge Street
Richmond Hill, ON L4E 4H1

Defendant

AND TO: WATERWAYS OF MUSKOKA LTD.
6048 Highway #9, Unit 7
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Defendant

AND TO: MARY CHMIEL
129 Dunlop Street East
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Defendant

AND TO: LORI RAHAM
129 Dunlop Street East
Barrie, ON L4M 1A6

Defendant

AND TO: LIISA BIER
129 Dunlop Street East
Barrie, ON L4M 1A6

Defendant

SCHEDULE "A"

Mortgage, Borrower, and Property	Logpin	TGC	Jeffrey	Gary	Interest Rate	Maturity Date
A-14 Alliance Uptergrove Project	\$1,555,000				7.50%	June 2020
A-18 Alliance Uptergrove Project	\$3,450,000	\$2,000,000	\$150,000		7.50%	March 2017
B-73 Alliance Uptergrove Project	\$380,000					
B-83 BallymoreCo Ballymore Project	\$4,708,334	\$2,366,666	\$200,000	\$500,000	8.00%	
B-86 BallymoreCo Ballymore Project	\$2,516,667.33	\$1,433,332.67		\$450,000	9.00%	
B-90 Alliance Uptergrove Project	\$600,000					December 2023
C-64 BallymoreCo Ballymore Project	\$540,000					
H-20 Alliance Uptergrove Project	\$600,000					December 2023
H-26 Alliance	\$420,000					August 2024

Mortgage, Borrower, and Property	Logpin	TGC	Jeffrey	Gary	Interest Rate	Maturity Date
Uptergrove Project						
H-27 Alliance Uptergrove Project	\$1,150,000		\$200,000	\$120,000		
I-24 Alliance Uptergrove Project	\$717,114.17					2015
J-17 Alliance Uptergrove Project	\$283,333	\$566,667				
K-19 Alliance Uptergrove Project	\$800,000					
L-16 BallymoreCo Ballymore Project	\$2,488,333	\$416,667			9.00%	2016- 2019
M-27 WaterwaysCo Waterways Project	\$353,334	\$706,666				
M-35 Alliance Uptergrove Project	\$500,000					June 2021
M-37 WaterwaysCo Waterways Project	\$1,225,452.98		\$92,487.02		9.00%	2022- 2023
R-61 Alliance	\$350,000					

Mortgage, Borrower, and Property	Logpin	TGC	Jeffrey	Gary	Interest Rate	Maturity Date
Uptergrove Project						
R-66 Alliance Uptergrove Project	\$1,338,334	\$966,666.00	\$100,000	\$70,000	10.00%	2017- 2024
S-18 Alliance Uptergrove Project	\$985,000.00					March 2017
T-14 Alliance Uptergrove Project	\$1,945,000	\$1,000,000		\$250,000	9.00%	
T-18 Alliance Uptergrove Project	\$2,000,000					
W-21 Alliance Uptergrove Project	\$200,000					
W-27 Alliance Uptergrove Project		\$400,000				
W-29 Alliance Uptergrove Project	\$500,000					
W-30 WaterwaysCo Waterways Project	\$1,050,000		\$100,000			2021- 2022

Mortgage	Lender	Principal	Interest Rate	Maturity Date	Borrower
A-18 Alliance Uptergrove Project	Suzy	\$200,000	7.50%	May 2019	211Co, Alliance, Troop, and Bob Carey (now Alliance)
A-18 Alliance Uptergrove Project	Suzy	\$300,000	8.50%	March 2025	211Co, Alliance, Troop (now Alliance)
A-18 Alliance Uptergrove Project	Julianna	\$200,000	7.50%	May 2019	211Co, Alliance, Alex Troop, and Bob Carey (now Alliance)
B-83 BallymoreCo Ballymore Project	Suzy	\$450,000	8.00%	June 2020	248Co (now BallymoreCo)
B-83 BallymoreCo Ballymore Project	Julianna	\$50,000	8.00%	June 2020	248Co (now BallymoreCo)
B-86 BallymoreCo Ballymore Project	Suzy	\$100,000	9.00%	March 2018	BallymoreCo
L-16 BallymoreCo Ballymore Project	Julianna	\$50,000	9.00%	October 2017	248Co (now BallymoreCo)

LOGPIN INVESTMENTS LIMITED et al.
Plaintiffs

-and- SANDFORD SUSSMAN, a.k.a. SANDY SUSSMAN et al.
Defendants

Court File No.

**ONTARIO
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COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

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