

BETWEEN:

THE POLISH ALLIANCE OF CANADA
-Plaintiff-

v.

POLISH ASSOCIATION OF TORONTO LIMITED, et al
-Defendants-

P. Shea
B. KAMINSKI
B. ROMANO

AR 1/16

Notice re: fees adjourned to May 2, 2016 before me. PATL Long move for payment of the proceeds on the same date. PATL's material to be defined by Apr 15/16.

Under RBC v. Sankair Corp. (1991) 4 O.R. (3d) 1 I am satisfied that the Review purport exposed the proposed to the material base that run a fair & efficient process. Order to go on actual. Exhibits re: "K" of 7th Avenue Report next the text on Terrace Club and use to a sealed punch

ONTARIO
 SUPERIOR COURT OF JUSTICE

(PROCEEDING COMMENCED AT TORONTO)

MOTION RECORD
 (RETURNABLE 1 APRIL, 2016)


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Solicitors for Collins Barrow Toronto Limited,
 Court Appointed Receiver and Manager

TOR_LAW 89091161

The J. by of the Plaintiff's Certificate



ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR)
JUSTICE MYERS)
) FRIDAY, THE 1ST DAY
) OF APRIL 2016

BETWEEN:

THE POLISH ALLIANCE OF CANADA

Plaintiff

- and -

POLISH ASSOCIATION OF TORONTO LIMITED,
MAREK MIASIK aka MAREK ADAM MIASIK, MARIA MIASIK,
JAN ARGYRIS aka LOUIS JOHN ELIE ARGYRIS aka LOUIS JOHN ARGYRIS aka
JOHN ARGYRIS, WLADYSLAW JASLAN aka WLADYSLAW JULIAN JASLAN,
HELENA JASLAN, EUGENIUSZ SKIBICKI, CZESLAWA ERICKSEN, STANISLAW
ROGOZ aka STAN ROGOZ, ALBERT JOSEPH FLIS AND RICHARD RUSEK

Defendants

ORDER

THIS MOTION, made by COLLINS BARROW TORONTO LIMITED, in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Polish Association of Toronto Limited and Branch 1-7 (the "Debtor") for an order, inter alia: (a) approving a sale transaction in respect of a residential property located at 32 Twenty Fourth Street in Toronto, Ontario (the "Transaction"); (b) sealing certain confidential appendices to the Receiver's Report dated 23 March 2016 (the "Report") (b) approving the fees and disbursements of the Receiver, including the fees and disbursements of its counsel Gowling WLG (Canada) LLP ("Gowling"); and (c) authorizing the Receiver to make in interim distribution to pay the fees and disbursements of the Receiver and Gowling, was heard this day at Toronto, Ontario.

- P Shaw for Receiver
- B Remond for PATL
- B Kowitz for PAH

MAY 2/16

~~The~~ PATL and PAC agree that the Receiver's fees for the sale of a residential property are disproportionate. But the Receiver was not functioning just as a conveying lawyer. It was a secured creditor enforcing its security. It is entitled to be paid for its time under the appointed order, if reasonable + billed at reasonable rates. Plus, whole title of vesting order is perhaps better title than in a normal house sale, it is also unusual and required added work to explain to agents and counsel on all sides of the deal. In my view the fees & disbursements ~~cannot~~ claimed by the Receiver are its earned one for a reasonable. The success of the sale depends both the buyout market & their effort.

PAC does not oppose the net proceeds being ^{MR. REMOND IN TRUST ON BEHALF OF} paid over to PATL. So ordered. ~~PAH~~
 PAC and PATL object to the Receiver's request to be paid a hold in trust \$30,000 on account of future fees. The Receiver's involvement is likely

limited & but ~~at~~ neither. PATE nor PPR has
passed the Review in its efforts to state despite

the terms of the Appointed Order. Self assets
to pay a Review is very unusual ~~of~~ and
reflects these particular parties' ongoing
involvement despite opportunities to save
costs ~~of~~ agency to pay the Review its due
fees & disbursements.

If funds are released and the parties
on the level of Appeal impose work on the
Review, the only way it will be paid is through
the sale of yet further property. It is much
more sensible for the Review to hold funds as
set off & retained ~~of~~ that remain after the final
fee approval to PATE. Therefore, upon the
release of funds to PATE as noted
above the Review will withdraw \$30,000 to
remain in trust for future fees and disbursements
as an asset of the Court.

The Review should supply further reports
and the instructions described above and
approved.

DATL and PDL shall cooperate on a
schedule for DATL to move before us for
an order granting its entitlement to
indemnity for fees & disbursements of the lawyer
or other costs as actual in this process. If
the council cannot agree on a schedule,
my Assisted can be authorized to set up
a case conference with R, 50.13 for
5 weeks. The lawyer need not participate
in this motion.

ALG J