

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**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**

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**MOTION RECORD  
(RETURNABLE 30 APRIL 2015)**

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Date: 15 April 2015

**GOWLING LAFLEUR HENDERSON LLP**

Barristers & Solicitors  
Suite 1600, 1 First Canadian Place  
100 King Street West  
Toronto, Ontario M5X 1G5

**E. Patrick Shea (LSUC No. 39655K)**

Tel: (416) 369-7399  
Fax: (416) 862-7661  
Email: [patrick.shea@gowlings.com](mailto:patrick.shea@gowlings.com)

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

**TO: BERNIE ROMANO PROFESSIONAL CORPORATION**  
Barrister and Solicitor  
22 Goodmark Place, Suite 11  
Toronto, Ontario M9W 6R2

Tel: (416) 213-1225, ex. 300  
Fax: (416) 213-1251  
Email: [bernie@romanolaw.ca](mailto:bernie@romanolaw.ca)

**AND TO: BOGDAN A. KAMINSKI**  
Barrister & Solicitor  
3105 Dundas Street West, Suite 204  
Mississauga, Ontario L5L 3R8

Tel: (905) 803-0721  
Fax: (905) 820-9836  
Email: [bkaminski@kaminskilaw.ca](mailto:bkaminski@kaminskilaw.ca)

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# TAB 1

ONTARIO  
SUPERIOR COURT OF JUSTICE

BETWEEN:

THE POLISH ALLIANCE OF CANADA

Plaintiff

- and -

POLISH ASSOCIATION OF TORONTO LIMITED,  
MAREK MIASIK aka MAREK ADAM MIASIK, MARIA MIASIK,  
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ROGOZ aka STAN ROGOZ, ALBERT JOSEPH FLIS AND RICHARD RUSEK

Defendants

NOTICE OF MOTION

COLLINS BARROW TORONTO LIMITED, in its capacity as receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Branch 1-7 of The Polish Alliance of Canada and Polish Association of Toronto, Limited ("PATL"), will make a motion to the Court at a date and time to be scheduled at 361 University Avenue, Toronto, Ontario.

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally.

**THE MOTION IS FOR:**

1. An Order substantially in the form of the draft order attached as **Schedule "A"**, *inter alia*:
  - (a) authorizing and directing the Receiver to conduct a process to solicit proposals to develop/purchase the property located at 2282 Lakeshore Blvd. W. in Etobicoke, Ontario as described in the Third Report of the Receiver dated 15 April 2015 (the "Third Report");
  - (b) amending the Appointment Order dated 20 June 2014 as described in the Third Report;

- (c) approving the actions and activities of the Receiver as described in the Third Report; and
  - (d) amending the Order dated 28 November 2014 as described in the Third Report.
2. An Order scheduling the return of the Receiver's Motion seeking to approve the Receiver's activities and actions described in the First Report dated 22 August 2014 and the Receiver's fees and disbursements and those of its counsel.
  3. Advice and directions with respect to the identity of the directors of PATL.
  4. Such further and other relief as this Honourable Court deems just.

**THE GROUNDS FOR THE MOTION ARE:**

1. The grounds set forth in the Third Report.
2. Such further and other grounds as counsel may advise and this Honourable Court may accept.

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

1. The Third Report;
2. Such further and other evidence as this Honourable Court may permit.

15 April 2015

**GOWLING LAFLEUR HENDERSON LLP**  
Barristers & Solicitors  
Suite 1600, 1 First Canadian Place  
100 King Street West  
Toronto, Ontario M5X 1G5

**E. Patrick Shea** (LSUC No. 39655K)  
Tel: (416) 369-7399  
Fax: (416) 862-7661

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

SCHEDULE "A"

Court File No.: CV-08-361644

ONTARIO  
SUPERIOR COURT OF JUSTICE

**D**  
THE HONOURABLE  
JUSTICE F.L. MYERS

) [DAY], THE [DATE] DAY  
)  
) OF APRIL 2015

BETWEEN:

**R**

THE POLISH ALLIANCE OF CANADA

Plaintiff

- and -

POLISH ASSOCIATION OF TORONTO LIMITED,  
MAREK MIASIK aka MAREK ADAM MIASIK, MARIA MIASIK,  
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ROGOZ aka STAN ROGOZ, ALBERT JOSEPH FLIS AND RICHARD RUSEK

**A**

Defendants

ORDER

THIS MOTION, made by Collins Barrow Toronto Limited (the "Receiver"), in its capacity as Court-appointed receiver and manager of Branch 1-7 of The Polish Alliance of Canada (the "Branch") and Polish Association of Toronto, Limited (the "PATL"), was heard this day at 361 University Avenue, Toronto, Ontario.

**F**

ON READING the Third Report of the Receiver dated 15 April 2015 (the "Third Report"), and on hearing the submission of counsel for the Receiver, the Plaintiff, and the Branch and PATL;

- 1. THIS COURT ORDERS that the Receiver's actions and activities as set out in the Third Report be and are hereby approved.

**T**



2. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to undertake the process to solicit offers to purchase/develop the property located at 2282 Lakeshore Blvd W in Etobicoke, Ontario as described in the Third Report.

3. **THIS COURT ORDERS** that the Order dated 20 June 2014 be and is hereby amended as follows:

(a) Paragraph 3(d) is deleted and replaced with:

*(d) to engage consultants, property managers, appraisers, agents, experts, auditors, accountants, managers, 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 and any subsequent Order(s) made in these proceedings;*

(b) The following paragraphs are added between paragraphs 3(h) and 3(l) (sic);

*(i) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part of parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;*

*(j) to sell, convey, transfer, lease or assign the Property 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 \$5,000.00, provided that the aggregate consideration for all such transactions does not exceed \$10,000.00; 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;*

*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, and in each case the Ontario Bulk Sales Act shall not apply.*

*(k) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;*

(c) The following paragraphs are added after paragraph 3(m):

*(n) 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 Branch or Corporate Defendant;*

*(o) to enter into agreements with any trustee in bankruptcy appointed in respect of the Branch or Corporate Defendant, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Branch or Corporate Defendant;*

*(p) to exercise any shareholder, partnership, joint venture or other rights which the Branch or Corporate Defendant may have; and*

(d) Paragraph 19 is deleted and replaced with:

*19. 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 \$500,000 (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*

**D** 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.

(e) The following paragraph is added between paragraph 25 and paragraph 27 (sic):

**R**  
26. *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.*

(f) Schedule "A" is deleted and replaced with the attached **Schedule "A"**.

4. **THIS COURT ORDERS** the Order dated 28 November 2014 be and is hereby amended to add the words "be and are hereby approved" to the end of paragraph 1.

5. **THIS COURT ORDERS AND DECLARES** that the directors of PATL are those individuals listed on the attached **Schedule "B"**.

**F**

**T**

SCHEDULE "A"

RECEIVER CERTIFICATE

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

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

1. THIS IS TO CERTIFY that Collins Barrow Toronto Limited, the receiver and manager (the "Receiver") of the properties of Branch 1-7 of The Polish Alliance of Canada and Polish Association of Toronto, Limited, including 2282 Lakeshore Blvd W in Etobicoke, Ontario (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 20<sup>th</sup> day of June, 2014 (the "Order") made in an action having Court file number CV-08-361644 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 \$500,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. 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.

3. 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 right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

5. 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.

6. 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.

7. 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\_\_.

R

**COLLINS BARROW TORONTO LIMITED**  
in its capacity as Court Appointed Receiver and  
Manager of Branch 1-7 of The Polish Alliance of  
Canada and Polish Association of Toronto,  
Limited and not in its personal capacity

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

Name:

Title:

A

F

T

**SCHEDULE "B"**

**D**

Constance Zboch  
121 Ling Road, Apt 904  
Scarborough ON M1E 4Y2

Adam Miasik  
601 Windermere Avenue  
Toronto ON M6S 3L9

Krystyna Kowalska  
812 Burnhamthorpe Road, Apt. 1401  
Etobicoke ON M9L 1W1

**R**

**A**

**F**

**T**

**BETWEEN:**

**THE POLISH ALLIANCE OF CANADA**  
-Plaintiff-

v.

**POLISH ASSOCIATION OF TORONTO LIMITED, et al**  
-Defendants-

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

(PROCEEDING COMMENCED AT TORONTO)

**ORDER**

**GOWLING LAFLEUR HENDERSON LLP**

Barristers and Solicitors

1 First Canadian Place

100 King Street West, Suite 1600

Toronto, ON M5X 1G5

**E. Patrick Shea (LSUC No. 39655K)**

Tel: (416) 369-7399

Fax: (416) 862-7661

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

**DRAFT**

**B E T W E E N:**

**THE POLISH ALLIANCE OF CANADA**  
-Plaintiff-

v.

**POLISH ASSOCIATION OF TORONTO LIMITED, et al**  
-Defendants-

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

(PROCEEDING COMMENCED AT TORONTO)

**NOTICE OF MOTION**

**GOWLING LAFLEUR HENDERSON LLP**

Barristers and Solicitors

1 First Canadian Place

100 King Street West, Suite 1600

Toronto, ON M5X 1G5

**E. Patrick Shea (LSUC No. 39655K)**

Tel: (416) 369-7399

Fax: (416) 862-7661

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



**TAB 2**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**THE POLISH ALLIANCE OF CANADA**

**Plaintiff**

**- and -**

**POLISH ASSOCIATION OF TORONTO LIMITED,  
MAREK MIASIK aka MAREK ADAM MIASIK, MARIA MIASIK,  
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ROGOZ aka STAN ROGOZ, ALBERT JOSEPH FLIS AND RICHARD RUSEK**

**Defendants**

**THIRD REPORT OF THE RECEIVER  
(dated as of 15 April 2015)**

**I. INTRODUCTION**

1. This is the Third Report of Collins Barrow Toronto Limited (the “**Receiver**”) in its capacity as Court-appointed receiver and manager of Branch 1-7 of The Polish Alliance of Canada (the “**Branch**”) and Polish Association of Toronto, Limited (“**PATL**”). The property owned by PATL includes a large piece of land located at 2282 Lakeshore Blvd. West in Etobicoke, Ontario on which the Branch’s facility is located (the “**Lakeshore Property**”).
2. The primary purpose of this Report is to:
  - (a) Provide the Court with an update as to developments that have taken place since the Receiver’s Second Report dated 26 November 2014;

- (b) Request that the Court approve a process to be conducted by the Receiver to solicit proposals to develop the Lakeshore Property, which proposals will involve the sale of the Lakeshore Property and the development of a new facility for the Branch; and
  - (c) Request that the Court make certain amendments (described below) to the Order dated 20 June 2014 (the “**Appointment Order**”) appointing the Receiver to facilitate the Receiver’s ability to solicit proposals to develop and sell the Lakeshore Property.
3. The Receiver also wishes to:
- (a) Schedule the return of a Motion to approve the Receiver’s actions and conduct as described in the First Report dated 22 August 2014 (the “**First Report**”);
  - (b) Schedule a Motion seeking approval for the fees and disbursements of the Receiver and its counsel; and
  - (c) Have a typographical error in the Order dated 28 November 2014 corrected.
4. The Receiver was appointed pursuant to the Appointment Order, a copy of which is attached as **Schedule “A”**. The Defendants brought a Motion seeking leave to appeal the Appointment Order. That Motion has, however, been withdrawn.

## II. TERMS OF REFERENCE

5. In preparing this Third Report and making the comments herein, the Receiver has relied upon information prepared or provided by representatives/former representatives of the Branch, PATL and/or The Polish Alliance of Canada (“**PAC**”), and their respective counsel, and information from other third-party sources (collectively, the “**Information**”). Certain of the information contained in this First Report may refer to, or is based on, the Information. As the Information has been provided by various parties, or obtained from documents filed with the Court in this matter, the Receiver has relied on

the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

### III. BACKGROUND

6. The Receiver is represented by Gowling Lafleur Henderson LLP (“**Gowlings**”). PAC is represented by Mr. Bogdan Kaminski. The Branch and the Defendants, except Richard Rusek, are represented by Bernie Romano Professional Corporation (“**Romano**”).
7. The Appointment Order arose out of Reasons for Decision of Mr. Justice Myers in these proceedings released on 27 May 2014. The Reasons for Decision related to a dispute with respect to the ownership of the property owned by the Branch and PATL (the “**Property**”). The Receiver took possession and control of the Lakeshore Property, pursuant to the Appointment Order. As set forth further below, the Receiver, at the direction of the Court, turned possession and control of the Property over to the Branch and PATL on or about 28 November 2014.
8. The Defendants, with the exception of Mr. Rusek, filed a Notice of Appeal to the Court of Appeal appealing from the Order made in these proceeding on 27 May 2014 (the “**27 May Order**”), a copy of which is attached as **Schedule “B”**. PAC has cross-appealed. The appeals have not yet been scheduled to be heard.
9. The Defendants initially sought an Order staying the 27 May Order. They have, however elected not to proceed with that Motion. PAC has advised that they will not bring a Motion to stay the 27 May Order.
10. Pursuant to an Order made on 28 November 2014 (the “**28 Nov Order**”), the Receiver was authorized and directed to turn over possession and control of the Property to the

Branch and PATL, subject to certain conditions that were intended to preserve the Property. A copy of the 28 Nov Order is attached as **Schedule "C"**. The Receiver turned possession and control of the Property to the Branch and PATL on or about 28 November 2014.

- 11. The Branch has, through counsel, kept the Receiver advised of developments with respect to their dealings with PAC. PAC has also copied the Receiver's counsel on some of its correspondence with Romano.
- 12. It appears to the Receiver that the Branch and PAC are not able to work co-operatively. For example:
  - (a) PAC is being technical in its approach to admitting new members put forward by the Branch and has rejected 6 of the 9 applications submitted by the Branch on the basis that those members no longer live in Toronto;<sup>1</sup>
  - (b) Correspondence in English from Romano to Mr. Kaminski is being responded to by PAC to the Branch in Polish;<sup>2</sup> and
  - (c) A dispute has arisen with respect to whether certain of the individual Defendants ought to be allowed onto the Lakeshore Property<sup>3</sup> and whether PAC has properly notified the Branch of its 2015 Annual General Meeting<sup>4</sup>.
- 13. Mr. Kaminski asserts that PAC wants the Branch to commence "a conduct of ordinary course business with the Head Executive Board based on the provisions of the

<sup>1</sup> PAC asserts this is in accordance with the organization's Constitution. The Receiver has not investigated the matter and does not comment on the merits of the dispute.

<sup>2</sup> Mr. Kaminski takes the position that Romano took issue with the Polish document too late for it to be translated for him into English and notes that the Branch Executive speaks Polish. The Receiver has not investigated the matter and does not comment on the merits of the dispute.

<sup>3</sup> This issue was previously addressed on 2 September 2014, but PAC has indicated that it objects to Mr. and Mrs. Miasik being permitted to be on the PATL Property. PAC takes the position that at an award ceremony that took place at the Lakeshore Property, Mr. Miasik was identified by a person presenting him with an award as a member of Branch 1 of PAC. PAC has indicated that it may seek an injunction to prevent Mr. and Mrs. Miasik from being on the Lakeshore Property, but has not scheduled a Motion seeking such an Order. The Receiver has not investigated the matter and does not comment on the dispute.

<sup>4</sup> Mr. Kaminski takes the position that the Branch was notified of the AGM and raised the issues on the eve of the AGM. The Receiver has not reviewed all of the documentation and does not comment on the merits of the dispute.

Constitution of the [PAC]”. According to PAC, the Branch has not been co-operative and is taking an adversarial approach to dealing with PAC.

- 14. The issues between PAC and the Branch are causing continued tensions between the parties, which makes it, as a practical matter, impossible for them to work together.
- 15. Since the Second Report dated 26 November 2014, the Receiver has:
  - (a) Communicated, through counsel, with the Branch and PAC with respect to various matters including the development/sale of the Lakeshore Property; and
  - (b) Engaged with counsel with respect to the development of a process to solicit proposals to develop/sell the Lakeshore Property.

**IV. DEVELOPMENT OF LAKESHORE PROPERTY**

- 16. The Lakeshore Property is a large plot of land on the north side of Lakeshore Blvd W near the mouth of the Humber River and close to the Humber Bay Marina. There is access from the Lakeshore Property to the waterfront via the Humber Bay Park Trail. The Lakeshore Property appears to be in an extremely desirable location from a development perspective and there are a number of condominium developments in the area.
- 17. Possession and control of the Lakeshore Property is in the hands of the Branch, but the 28 November 2014 Order requires that the Branch obtain permission from the Receiver or the Court to sell or encumber the Lakeshore Property.
- 18. The Branch has, through Romano, requested that the Receiver engage in a process to develop/sell the Lakeshore Property while the Appeals of the 27 May Order proceed.
- 19. Both the Branch and PAC appear to be interested in developing the Lakeshore Property and both appear to agree that it is the commercially reasonable thing to do in the circumstances. It is, however, apparent that, even if they had the expertise to do so, the

Branch and PAC are unable to work co-operatively to develop the Lakeshore Property and that both sides are deeply suspicious of the motives of the other. It is also apparent that the Branch and PAC will be engaged in litigation for the foreseeable future and the issue of whom, as between the Branch and PAC, ought to control the development of the Lakeshore Property will not be determined for some time. In the meantime the Branch's facilities appear to be in need of repair and upgrades, and it is not clear that substantial investment in the existing facility is warranted.

20. It is the Receiver's opinion that the process to develop/sell the Lakeshore Property ought to proceed, and that the Branch's request that the Receiver control the process to solicit proposals to develop the Lakeshore Property, which proposals will involve the sale of the Lakeshore Property and the development of a new facility for the Branch, under the supervision of the Court is reasonable and balances the various interests pending the hearing of the Appeals of the 27 May Order.
21. The development/sale of the Lakeshore Property would have to include a new facility for the Branch, either as part of the development of the Lakeshore Property or as a separate facility on land purchased for that purpose. In either event, proceeds from the sale of the Lakeshore Property would fund the building of the new facility for the Branch.
22. The Branch has provided a "wish list" as to what it would like to be included in the Branch's new facility. The Receiver will review this "wish list" with the Branch and discuss the feasibility of certain items. The Receiver also welcomes PAC to provide its own "wish list" of what it would like to see in a new facility for the Branch. The Receiver will review any "wish list" provided by PAC and is willing to meet with PAC to discuss the items on its "wish list".
23. Once finalized by the Receiver, the "wish list" will be provided to potential developers, who will be asked to include in their proposals how they will accommodate a new facility for the Branch. The Receiver notes that not all of the items on the Branch's or PAC's final "wish list" (once submitted) may be possible, or practical, depending on how a particular developer wishes to develop the Lakeshore Property.

24. The Receiver proposes to adopt the following process for the development/sale of the Lakeshore Property:
- (a) Prepare a Confidential Information Memorandum (the “CIM”) with respect to the Lakeshore Property requesting development proposals, including for the purchase of the Lakeshore Property;
  - (b) Obtain an appraisal of the Lakeshore Property to permit the Receiver to evaluate any proposals presented;
  - (c) Identify a list of potential developers/purchasers and provide each with a copy of the CIM and a request for a development proposal. The request for the development proposal will include a request that any proposal provide for new facilities for the Branch;
  - (d) Receive and evaluate proposals received and finalize the terms of an offer to purchase with the developer presenting the highest and best offer, and prepare a Report to the Court making a recommendation with respect to the development/sale of the Lakeshore Property and a new facility for the Branch; and
  - (e) Apply to the Court, on notice to PAC and the Branch, seeking approval to accept and proceed with a proposal to develop/purchase the Lakeshore Property and the provisions of a new facility for the Branch.
25. The Receiver will provide PAC and the Branch with the opportunity to: (a) identify developers who should be provided with the CIM and request for proposals; (b) review and comment on the CIM; and, subject to entering into a confidentiality agreement, (c) review and comment on the proposals received.
26. The Receiver understands that the Branch supports the process proposed by the Receiver.
27. On 28 March 2015, Gowlings advised Mr. Kaminski that the Receiver would be seeking authority to move forward to seek authority from the Court to solicit proposals for the



development/sale of the Lakeshore Property. Gowlings also provided PAC with an outline of the process proposed to solicit development/purchase proposals.

28. Mr. Kaminski indicated that the development of the Lakeshore Property by the Receiver might make commercial sense, but that PAC might not support the Receiver doing so. The reason given was that the PAC would “be forced to work with somebody of not their choice.” Gowlings explained to Mr. Kaminski that the proposal would not involve PAC being forced to work with a developer in the sense that the Receiver would be responsible, as an officer of the Court and subject to the direction of the Court, for selecting a developer to develop/purchase the Lakeshore Property.
29. Mr. Kaminski advised that he would seek instructions from PAC as to their position on the process outlined by the Receiver.
30. Gowlings followed-up with Mr. Kaminski on 3 April 2015. Mr. Kaminski responded on 7 April 2015 and, *inter alia*, suggested a meeting between PAC and the Receiver. The Receiver agreed to a meeting provided that PAC provided an agenda for the meeting.
31. On 7 April 2015, Gowlings provided Messrs. Kaminski and Romano with a draft version of this report and, in addition to welcoming any comments their respective clients might have, offered to meet with PAC and the Branch to discuss any issues they might have with the Receiver’s proposed process to solicit proposals to develop/purchase the Lakeshore Property.
32. The Branch advised the Receiver, through counsel, that it is supportive of the process being proposed by the Receiver.
33. On 8 April 2015, Mr. Kaminski requested a meeting with the Receiver for early in the week of 13 April 2015<sup>55</sup>. Gowlings offered a meeting with the Receiver for either 13 or 14 April 2015. Mr. Kaminski requested a meeting with the Receiver at 10:00 on 14 April 2015. Mr. Kaminski also provided written comments on matters raised in the draft

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<sup>55</sup> The possibility of a meeting was first raised when Gowlings provided Mr. Kaminski with the outline of the process the Receiver intended to adopt to solicit proposals to develop/sell the Lakeshore Property on or about 28 March 2015.

report with respect to the ability of PAC and the Branch to work co-operatively. The Receiver, through Gowlings, considered those comments and they are reflected in the Third Report.

34. On 9 April 2015, Gowlings advised Mr. Kaminski that the purpose of the meeting on 14 April 2015 was to discuss any issues that PAC had with the process outlined in the draft report. Gowlings also sought to confirm with Mr. Kaminski that PAC would provide a written outline of any issues with the process proposed in the draft report in advance of the meeting. Mr. Kaminski confirmed that a written document would be provided before the meeting.
35. Gowlings followed up with Mr. Kaminski in the morning of 13 April 2015 to inquire as to the delivery by PAC of its written comments on the process described in the draft report. Mr. Kaminski responded that he was not able to meet with PAC until 14:00 that day and would not be able to provide written comments before 16:30. Gowlings advised Mr. Kaminski that the proposed timing for the delivery of PAC's comments would not provide sufficient time for the Receiver to consider those comments before the scheduled meeting with PAC the following morning. Mr. Kaminski suggested in response that PAC would deliver its written comments as planned, but would re-schedule the meeting with the Receiver for another, "slightly delayed" date. Gowlings advised that the Receiver was not prepared to delay the delivery of its Motion Record beyond 15 April 2015 and suggested to Mr. Kaminski that: (a) PAC deliver its written comments on 13 April 2015 as planned to permit the Receiver an opportunity to consider those comments, finalize the Third Report and serve its Motion Record on 15 April 2015; and (b) PAC and the Receiver meet after the Motion Record was served to consider any issues PAC might have with the process proposed by the Receiver as set out in the Third Report.
36. At 16:15 on 13 April 2015, Mr. Kaminski sent the letter attached as **Schedule "D"**. Aside from suggesting that: (a) the process to solicit proposals to develop/purchase the Lakeshore Property should have been discussed by the members of PAC at its Annual General Meeting at the end of March of 2015; and (b) the Receiver should re-consider whether it was appropriate to initiate the process now given that the transcripts required

to permit PAC and the Branch to move forward with their appeals of the 27 May Order are about to be delivered, PAC provided no substantive comments with respect to the process proposed by the Receiver to solicit proposals to develop/purchase the Lakeshore Property.

37. On 14 April 2015, Gowlings provided a response to the matters raised by Mr. Kaminski.
38. The Receiver does not believe that a discussion by the broader PAC membership of the process to be engaged to solicit proposals to develop/purchase the Lakeshore Property is necessary. Aside from the fact that the Court has ordered that the Lakeshore Property is beneficially owned by the members of the Branch and not the broader membership of the PAC, the Receiver understands that it has, through its correspondence with Mr. Kaminski, been dealing with the Executive of PAC, which represents all PAC members.
39. The Receiver does not believe that the fact that the transcripts that are necessary for PAC and the Branch to move forward with the Appeal of the 27 May Order will be delivered shortly is a good reason to delay soliciting proposals to develop/purchase the Lakeshore Property. It is not clear when PAC and the Branch will perfect their Appeals or when those Appeals will be heard.
40. In his letter of 13 April 2015, Mr. Kaminski suggests that the Branch is unlikely to accept a "wish list" from PAC with respect to a new facility for the Branch and questions how, in light of this fact, the process will be consultative. The Receiver notes that it is not the Branch that will accept a "wish list" from PAC, but the Receiver. The Receiver, as a neutral officer of the Court, will conduct the process to solicit proposals to develop/purchase the Lakeshore Property, will evaluate the offers received and will report to the Court with respect to its recommendation as to which proposal should be accepted. The Receiver will consult with both PAC and the Branch as appropriate and each side will be able to express its concerns to the Court.
41. The Receiver will engage the services of a consultant to assist with the preparation of the CIM. The Receiver will also engage an appraiser to provide a market value appraisal for the Lakeshore Property. The expectation is that the consultant and the appraiser will be

unrelated to the Branch or PAC. The Receiver will provide the Branch and the PAC with the name of the appraiser and consultant it proposes to retain and provide them with an opportunity to comment. If they object to either, the Receiver will return to the Court to seek advice and directions. In the Receiver's view, the dispute between PAC and the Branch with respect to the Lakeshore Property is not whether the Lakeshore Property should be developed/sold, but which of the two parties is to control the process of developing/selling the Lakeshore Property.

42. The Receiver would retain any money paid by a developer/purchaser of the Lakeshore Property in trust and would utilize, or distribute, that money only as directed by the Court. Following the Receiver's review of the results of the sales process carried out by the Receiver, the Receiver will summarize for the Court the results of the process, and will provide the Court with the Receiver's view as to whether the Receiver should have a role in the development of the Branch's new facility once the Lakeshore property is sold.
43. To fund the process described above, and pay its accounts and those of its advisors rendered to date and going forward, the Receiver will issue Receiver Certificates as contemplated by the Appointment Order. The amount the Receiver is required to borrow will need to be increased from \$15,000 to \$500,000.
44. There is no need for the Receiver to take possession of the Lakeshore Property to solicit development/purchase proposals. As the matter progresses, however, the Receiver may require further assistance from the Court with respect to the development/sale of the Lakeshore Property.
45. The Receiver is concerned that the process for soliciting proposals to develop/purchase the Lakeshore Property not be delayed. Mr. Kaminski will be out of the country for much of May 2015. In order to provide adequate time for parties to respond to the Receiver's Motion *vis-a-vis* the Lakeshore Property so that the Motion can be heard before the end of April 2015, the Receiver undertook to file its Motion Record during the week of 13 April 2015.

**V. AMENDMENTS TO THE APPOINTMENT ORDER**

46. In addition to the Order authorizing the Receiver to proceed with the development/sale of the Lakeshore Property as set forth above, the following amendments will be required to the Appointment Order:
- (a) paragraph 1(d) will need to be amended to permit the Receiver to engage an appraiser and expert(s) to assist with the preparation of the CIM;
  - (b) paragraph 1 will need to be amended to add certain paragraphs that were deleted; and
  - (c) the Certificate attached as Schedule "A" will need to be amended.

**VI. AMENDMENT TO ORDER**

47. The words "be and are hereby approved" were omitted from paragraph 1 of the 28 November 2014 Order.

**VII. APPROVAL OF ACTIONS AND CONDUCT IN FIRST REPORT**

48. In September of 2014, the PAC brought a Motion seeking: (a) leave to sue the Receiver; and (b) the discharge of the Receiver. PAC's Motion was adjourned and PAC was to advise the Receiver as to whether it intended to proceed with its Motion.
49. The Receiver made a number of requests, through counsel, that PAC advise as to whether it wished to proceed with its Motion. On 20 March 2015, PAC's counsel advised that it would not proceed with its Motion seeking leave to sue the Receiver, but wished to proceed with its Motion to have the Receiver discharged.
50. On 6 November 2014, the Divisional Court indicated that the Receiver will remain in place until the Appeal is determined to ensure that the Branch did not take steps to "change circumstances irrevocably". PAC requested this to ensure that the Branch didn't

encumber or sell the Property pending the hearing of the Appeal. This condition is embodied in the Order dated 28 November 2014 pursuant to which control of the property was returned to the Branch. PAC consented to the 28 November 2014 order.

- 51. The Branch has advised that it opposes the discharge of the Receiver at this stage in the proceeding.
- 52. The Receiver notes that it was appointed at the request of PAC and, as set forth above, it was PAC that requested that the Receiver remain in place pending the hearing of the Appeals.
- 53. On the basis that PAC was seeking to sue the Receiver, on 3 September 2014, the Receiver adjourned its Motion seeking approval for its actions and activities, and fees, as set out in the First Report to a date to be set. In light of the withdrawal by PAC of its Motion seeking leave to sue the Receiver, the Receiver would like to proceed with its Motion to have its conduct and actions as set forth in the First Report approved<sup>6</sup>.

**VIII. OUTSTANDING COST AWARDS**

- 54. On 6 November 2014, the Divisional Court awarded \$3,500 in costs to each of the Branch and the Receiver to be payable by PAC within 30 days. PAC consented to those cost awards. To date, PAC has not paid costs of \$3,500 to the Receiver, and understands from Mr. Romano, that costs of \$3,500 have not been paid to the Branch. Both the Branch and the Receiver have, through counsel, made numerous requests that PAC pay the costs as agreed. Mr. Kaminski has advised that he has spoken to his client about the cost award and that it will be addressed, but has not provided any specifics as to when the costs will be paid by PAC.

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<sup>6</sup> The Receiver's actions and activities as set forth in the Second Report dated 26 November 2014 were approved pursuant to the Order dated 28 November 2014.

**IX. DIRECTORS OF PATL**

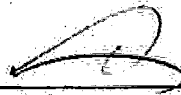
55. The shares of PATL are in the names of individuals and PAC Branches. According to the Order made on 27 May 2014, upon reconstitution of the Branch Executive the new Executive was to “administer” the shares of PATL “on behalf of PAC” for the benefit of the members of the Branch.
56. After being elected, the Directors of PATL appear to have resigned and the Executive of the Branch appears to have convened a meeting of the members of the Branch on 17 December 2014 to, *inter alia*, elect new Directors for PATL. The Branch has not, however, filed formal notice of the appointment of the new Directors. The meeting on 17 December 2014 was of the members of the Branch and there was no meeting of the registered members of PATL. In order that the Receiver can, in the event the Court authorizes the Receiver to conduct the process to solicit offers for the Lakeshore Property as set out in this Report, ensure that it is dealing with the appropriate representatives of the Branch, the Receiver seeks clarification that the Directors of PATL appointed by the Branch are directors of PATL and that the Receiver can, if necessary or desirable, deal with those individuals as the Directors of PATL.
57. The Directors appointed by the Branch are listed on **Schedule “E”**.

**X. CONCLUSION**

58. The Receiver respectfully requests the relief set forth above.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED** this 15<sup>th</sup> day of April 2015

**COLLINS BARROW TORONTO LIMITED** in its capacity as Court-Appointed Receiver and Manager of Branch 1-7 of The Polish Alliance of Canada and Polish Association of Toronto, Limited and not in its personal capacity

Per:   
\_\_\_\_\_  
DANIEL WEISS  
SENIOR VICE PRESIDENT



# TAB A

Court File No. CV-08-361644

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE  
JUSTICE F. MYERS

)  
)  
)

FRIDAY, THE 20<sup>TH</sup>  
DAY OF JUNE, 2014

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, EUGENTUSZ SKIBICKI, CZESLAWA ERICKSEN,  
STANISLAW ROGOZ aka STAN ROGOZ, ALBERT JOSEPH FLIS  
and RICHARD RUSEK

Defendant

**ORDER**  
**(appointing Receiver)**

THIS MOTION made by the Plaintiff for an Order pursuant to the Reasons for Decision of the Honourable Mr Justice F. Myers released May 27, 2014, appointing Collins Barrow Toronto Limited as <sup>was</sup> interim receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Branch 1-7 of The Polish Alliance of Canada and Polish Association of Toronto, Limited (the "Branch and Corporate Defendant") acquired for, or used in relation to the businesses, services and enterprises carried on by the Branch and Corporate Defendant, was heard this day at 361 University Avenue, Toronto, Ontario.

*[Handwritten mark]*

*[Handwritten mark]*

ON READING the affidavit of Janusz Szajna sworn June 18, 2014 and the Exhibits thereto, and on reading the affidavit of Marianne Rabczak sworn June 19, 2014 and on hearing the submissions of counsel for the Plaintiff and for the Defendants, and on reading the consent of Collins Barrow Toronto Limited to act as the Receiver,

**SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated<sup>2</sup> so that this motion is properly returnable today and hereby dispenses with further service thereof.

**APPOINTMENT**

*SM* ✓ *re. 60,02(1)(d)* ✓ *SM*

2. THIS COURT ORDERS that pursuant to section 101 of the *Courts of Justice Act* and the Order of the Honourable Justice F. Myers made May 27, 2014, Collins Barrow Toronto Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Branch and Corporate Defendant acquired for, or used in relation to any businesses, services or enterprises carried on by the Branch and Corporate Defendants, including all proceeds thereof (the "Property").

*SM*

*SM*

**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:

- (a) 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;

\_\_\_\_\_

- (b) 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;
- (c) to manage, operate, and carry on the business, services or enterprise of the Branch and Corporate Defendant, 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 business, or cease to perform any contracts of the Branch or Corporate Defendant;
- (d) to engage consultants, <sup>property managers</sup> appraisers, agents, ~~experts, auditors, accountants,~~ managers, 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;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business, services or enterprises of the Branch and Corporate Defendant or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing in respect of the Property and to exercise all remedies of the Branch or Corporate Defendant in collecting such monies, including, without limitation, to enforce any security held by the Branch or Corporate Defendant;
- ~~(g) to settle, extend or compromise any indebtedness owing to in respect of the Property;~~
- (h) 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 Branch or Corporate Defendant, for any purpose pursuant to this Order;

~~(j) to market any or all of the Property, 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;~~

~~(i) to sell, convey, transfer, lease or assign the Property 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 \$5,000.00, provided that the aggregate consideration for all such transactions does not exceed \$10,000.00; 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;

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, and in each case the Ontario *Bulk Sales Act* shall not apply.

~~(k) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;~~

(l) 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;

(m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

*M*

~~(n) 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 Branch or Corporate Defendant;~~

~~(o) to enter into agreements with any trustee in bankruptcy appointed in respect of the Branch or Corporate Defendant, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Branch or Corporate Defendant;~~

~~(p) to exercise any shareholder, partnership, joint venture or other rights which the Branch or Corporate Defendant may have; and~~

*M*

*M*

(q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

*M*

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 (as defined below), including the Branch or Corporate Defendant, and without interference from any other Person.

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

4. THIS COURT ORDERS that (i) the Branch and Corporate Defendant, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its 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 matters relating to the 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 matters relating to the 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 Property, 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.

**NO PROCEEDINGS AGAINST THE RECEIVER**

7. 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 INTERFERENCE WITH THE RECEIVER**

8. 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 Branch or Corporate Defendant in respect of the Property, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

9. THIS COURT ORDERS that all Persons having oral or written agreements with the Branch or Corporate Defendant or statutory or regulatory mandates for the supply of goods and/or services to the Property, 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 Branch or Corporate Defendant 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 Branch or Corporate Defendant's 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 Branch or Corporate Defendant 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**

10. 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.

### **EMPLOYEES**

¶11. THIS COURT ORDERS that all employees of the Branch or Corporate Defendant shall remain the employees of the Branch or Corporate Defendant until such time as the Receiver, on the Branch or Corporate Defendant's 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*.

### **PIPEDA**

12. 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 Branch or Corporate Defendant, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

13. 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**

14. 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**

15. 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, 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.

16. 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.

17. 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.

18. THIS COURT ORDER that prior to the commencement of the Receiver's appointment, ~~and by no later than June 24, 2014, the Plaintiff and Defendant~~ shall provide a retainer of \$25,000 plus HST to the Receiver to be held by the Receiver to be applied against its final account. The Receiver shall render accounts to Plaintiff and Defendant on a regular basis and shall forthwith pay such accounts upon receipt. In the event that the Receiver is of the view that its unpaid invoices and Work-in-Progress will exceed \$25,000, the Receiver shall be at liberty to apply to the Court for its discharge.

**FUNDING OF THE RECEIVERSHIP**

19. 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 \$15,000.00 (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.

20. 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.

21. 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.

22. 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.

23. THIS COURT ORDERS that 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 email, ordinary mail, courier, personal delivery or facsimile transmission to the Branch and Corporate Defendant's creditors or other interested parties at their respective addresses as last shown on the records of the Branch and Corporate Defendant 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**

24. 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.

*and any one affected by the exercise of powers of the Receiver*

25. 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.

~~26. 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.~~

~~27. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Branch or Corporate Defendant's estate with such priority and at such time as this Court may determine.~~

28. 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.

*Handwritten notes:* ~~to hold what has been~~

*Handwritten notes:* ADD SCHEDULE "B"

*Handwritten notes:* Order to leave in this form

*Handwritten notes:* M. J. June 20/14

**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

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

1. THIS IS TO CERTIFY that Collins Barrow Toronto Limited, the receiver (the "Receiver") of the assets, undertakings and properties of the Branch or Corporate Defendant acquired for, or used in relation to any business, services or enterprises carried on by the Branch or Corporate Defendant, appointed by Order of the Ontario Superior Court of Justice Superior Court dated the 20 day of June, 2014 (the "Order") made in an action having Court file number CV-08-361644.

2. 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.

3. 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.

4. 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\_\_.

Collins Barrow Toronto Limited], solely in its capacity as Receiver of the Property, and not in its personal capacity

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

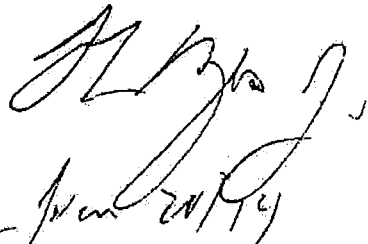
Name: Daniel Weisz

Title: Vice Preseident

Schickel "B" ✓ 

THIS COURT ORDERS THAT Wladyslaw Rabczak, Marianne Rabczak, Marlene Matyszczuk, Teresa Skibicki and anyone with knowledge of this order are prohibited from holding any meeting or a purported meeting of the members of Branch 1-7 of the Polish Alliance of Canada and from conducting or purporting to conduct any election of the executive of Branch 1-7 of the Polish Alliance of Canada.

THIS COURT ORDERS that despite anything in this Order, Mr. Bernie Romano may retain possession of all Property that is currently in his possession on his undertaking to turn such material over to the Receiver or Branch 1-7 of the Polish Alliance of Canada upon the time for appeal from the Order of Justice F. Myers dated May 27, 2014 expiring without an appeal being brought or, if an appeal is brought, to deal with such Property as may be finally directed by the appellate court(s). In the event that the Receiver wishes access to any Property in Mr. Romano's possession, the Receiver and Mr. Romano shall find a cooperative resolution or either may move for directions.

  
June 20/14

THE POLISH ALLIANCE OF CANADA

and  
PLAINTIFF

POLISH ASSOCIATION OF TORONTO LIMITED, ET AL.  
DEFENDANTS

(Short title of proceeding)

Court file no. CV 08-361644

**ONTARIO SUPERIOR  
COURT OF JUSTICE**

Proceeding commenced at Toronto

**ORDER (Appointing receiver)**

*Name, address and telephone number of solicitor or party*

**Peter I. Waldmann [LSUC # 23289MJ]**

Barrister and Solicitor

183 Augusta Avenue

Toronto, Ontario M5T 2L4

tel: (416) 921-3185

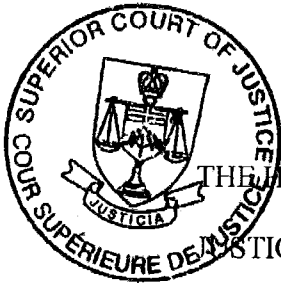
fax: (416) 921-3183

*Lawyer for the Plaintiff.*

*The Polish Alliance of Canada*



# TAB B



**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

THE HONOURABLE  
JUSTICE F. MYERS

)  
)  
)

TUESDAY, THE 27<sup>th</sup> DAY  
OF MAY, 2014

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 and ALBERT JOSEPH FLIS  
and RICHARD RUSEK

Defendants

**ORDER**

**THIS TRIAL OF AN ISSUE**, directed by the consent Order of the Honourable Mr Justice C. Campbell made February 21, 2012, for various relief as set out in the said Order, a copy of which is attached as Schedule "A", was heard the 10, 11, 12, 13, 14, 23, 24, 25, 26, 27<sup>th</sup> days of March, 2014 and the 16<sup>th</sup> and 17<sup>th</sup> days of April, 2014 at Toronto.

**ON HEARING** the evidence presented by the Plaintiff The Polish Alliance of Canada ("PAC") and by the Defendants 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 and Albert John Flis, (collectively referred to as the "Defendants Other Than Rusek"), and upon hearing counsel for the Plaintiff and counsel for the Defendants Other Than Rusek,

1. **THIS COURT ORDERS** that the PAC will recognize as continuing members of Branch 1-7 of the PAC all those who were members as at August 26, 2006 without any requirement to re-apply or to pay arrears from August 26, 2006 provided that the members did not know that their dues were not being paid to the PAC.
2. **THIS COURT ORDERS** that the PAC will accept membership applications for Branch 1-7 of PAC in the ordinary course from anyone who qualifies other than the defendants.
3. **THIS COURT ORDERS** that the shares of Polish Association of Toronto Limited ("PATL") shown in the names of Branch 1 and Branch 1 members in the minute book of PATL as amended by Exhibit 33 should be held by the PAC, pending reconstitution by the PAC of the executive of Branch 1-7 of the PAC who will then hold and administer the shares on behalf of the PAC and in both cases the shares are held in trust for the members of Branch 1-7 of the PAC.
4. **THIS COURT ORDERS** that the PAC will take steps to reconstitute the executive of Branch 1-7 of PAC in accordance with the constitution of the PAC provided that a meeting of members of the branch for that purpose shall be held as soon as is practicable and need not wait for the next annual general meeting.
5. **THIS COURT ORDERS** that the parties shall agree on a neutral third party who will take control of the assets and undertaking of Branch 1-7 of the PAC pending the election of a new executive. If the parties cannot agree either may

apply, to this Court to the Honourable Justice Myers by way of a motion if brought, for the appointment of an interim receiver and manager for that purpose.

- 6. **THIS COURT ORDERS** that the defendants, PATL, and all those managing the Lakeshore Property as defined in Schedule "A" herein ("Lakeshore Property") and 32 Twenty-Fourth St are enjoined and prohibited from making any payments out of the ordinary course of business and from transferring in any manner any of any assets of PATL, any shares of PATL, the assets of Branch 1-7 of the PAC and any and all assets held in trust by any of them for the members of Branch 1-7 of the PAC pending delivery of same to the reconstituted executive of the branch, an interim neutral third party, or an interim receiver and manager as the case may be.
  
- 7. **THIS COURT ORDERS** that, other than the shares referred to in the next sentence, the legal owners of the shares of PATL are the people listed in the minute book of the corporation as updated in the shareholders' list that is Exhibit 33 subject to any amendments that any shareholder may prove by succession or proper transfer. Legal title to the shares shown in Exhibit 33 as being owned by PAC Branch 1, or PAC – Br.1, or PAC - Br 1 – members and any other branch of the PAC is held by the PAC but that management of that title is delegated to the executive of that branch. All of the shares of PATL are held in trust for the members from time to time of Branch 1-7 of the PAC as properly constituted under the constitution of the PAC and in accordance with this Order.
  
- 8. **THIS COURT ORDERS** that the legal owners of the Lakeshore Property and 32 Twenty-Fourth Street are, respectively, PATL for the Lakeshore Property and the defendants Agyris, Flis, Miasik, Rusek, and Mr. Stan Rogoz for 32 Twenty-Fourth Street as trustees. The beneficial owners of all of these properties are the members from time to time of Branch 1-7 of the PAC as

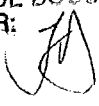
properly constituted under the constitution of the PAC and in accordance with this Order.

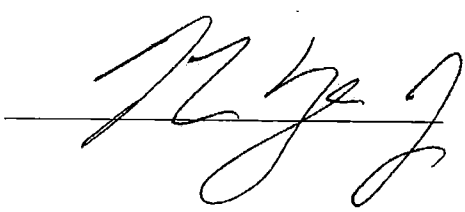
- 9. **THIS COURT ORDERS** that PATL is the legal owner of all of its assets and holds them all in trust for the members from time to time of Branch 1-7 of the PAC as properly constituted under the constitution of the PAC and in accordance with this Order.
- 10. **THIS COURT DECLARES** that Branch 1-7 of the PAC is an independent organization within the constitution structure of the PAC. While not a legal entity, as between the parties it is recognized as distinct, can lend and borrow, manage property interests delegated to it, and exercise the rights of a branch under the PAC constitution.
- 11. **THIS COURT ORDERS** that none of the defendants, the group under their executive leadership, or Branch 1-7 of the PAC is the Polish Alliance Friendly Society of Canada ("PAFS") or the PAFS Branch 1.
- 12. **THIS COURT ORDERS** that, if they are not already in the possession of the Head Executive Board of the PAC, the assets, records, documents, reports, correspondence, corporate seal and other material of PAFS shall be returned to the Head Executive Board.
- 13. **THIS COURT ORDERS** that there be no order as to costs.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

JUN 20 2014

AS DOCUMENT NO.:  
A TITRE DE DOCUMENT NO.:

PER / PAR: 



THE POLISH ALLIANCE OF CANADA

(Short title of proceeding)

and  
PLAINTIFF

POLISH ASSOCIATION OF TORONTO LIMITED, ET AL.  
DEFENDANTS

Court file no. CV 08-361644

**ONTARIO SUPERIOR  
COURT OF JUSTICE**

Proceeding commenced at Toronto

**ORDER – TRIAL OF AN ISSUE**

*Name, address and telephone number of solicitor or party*  
**Peter I. Waldmann [LSUC # 23289M]**  
Barrister and Solicitor  
183 Augusta Avenue  
Toronto, Ontario M5T 2L4

tel: (416) 921-3185  
fax: (416) 921-3183

*Lawyer for the Plaintiff.  
The Polish Alliance of Canada*

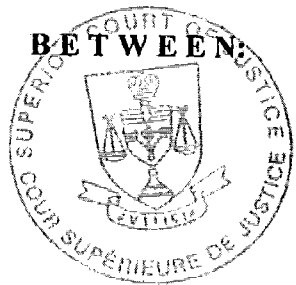
# TAB C

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE  
JUSTICE F.L. MYERS**

)  
)  
)

**FRIDAY, THE 28<sup>th</sup> DAY  
OF NOVEMBER 2014**



**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 JOSEPHFLIS AND RICHARD RUSEK**

**Defendants**

**ORDER**

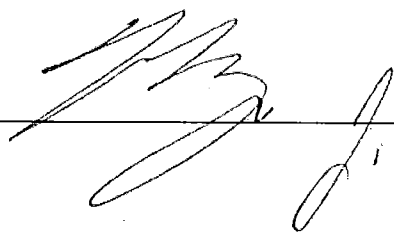
**THIS MOTION**, made by Collins Barrow Toronto Limited (the “Receiver”), in its capacity as Court-appointed receiver and manager of the assets, undertakings and properties of Branch 1-7 of The Polish Alliance of Canada (the “Branch”) and Polish Association of Toronto, Limited (the “PATL”) (the “Property”), was heard this day at 361 University Avenue, Toronto, Ontario.

**ON READING** the Second Report of the Receiver dated 26 November 2014 (the “Second Report”), and on hearing the submission of counsel for the Receiver, the Plaintiff and the Defendants (other than Richard Rusek);

1. **THIS COURT ORDERS** that the Receiver’s actions and activities as set out in the Second Report.




- 2. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to turn over possession and control of the Property to the Branch and PATL.
- 3. **THIS COURT ORDERS** that:
  - (a) the Branch and PATL shall take no steps to sell or encumber the Property; and
  - (b) the Branch and PATL shall not incur any costs or expenses out-of-the-ordinary-course which would result in any lien or other interest being created in the Propertywithout leave of this Court or the consent of the Receiver.
- 4. **THIS COURT ORDERS** that the Branch and PATL shall pay all taxes, utilities or other charges relating to the Property as and when such amounts become due and payable.
- 5. **THIS COURT ORDERS** that the Branch and PATL shall report to the Receiver with respect to any out-of-the-ordinary-course transaction with respect the Property.



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ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

DEC 0 1 2014

PER / PAR: 

Court File No.: CV-08-361644

**B E T W E E N:**

**THE POLISH ALLIANCE OF CANADA**  
-Plaintiff-

v.

**POLISH ASSOCIATION OF TORONTO LIMITED, et al**  
-Defendants-

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

(PROCEEDING COMMENCED AT TORONTO)

**ORDER**

**GOWLING LAFLEUR HENDERSON LLP**  
Barristers and Solicitors  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto, ON M5X 1G5

**E. Patrick Shea (LSUC No. 39655K)**  
Tel: (416) 369-7399  
Fax: (416) 862-7661

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

**TAB D**

50

**BOGDAN A. KAMINSKI B.Eng., LL.B  
MICHAL ANTONIK B.COM., LL.B, LL.M  
IN ASSOCIATION**

**REPLY TO:**

Bogdan A. Kaminski B. Eng., LL.B  
Barrister and Solicitor  
3105 Dundas Street West, Suite 204  
Mississauga, ON L5L 3R8

Tel: (905) 803 0721  
Fax: (905) 820 9836 or (905) 803 9560  
Email: bkaminski@kaminskilaw.ca

**FAX TRANSMISSION****DESTINATION:**

**GOWLING LAFLEUR HENDERSON LLP**  
Barristers and Solicitors  
1 First Canadian Place  
100 King Street West  
Suite 1600  
Toronto, ON M5X 1G5

**Attention: Patrick Shea, Esq.**  
**Fax: 416 862 7661**

Your client: Receiver, Collins Barrow Toronto Limited

**SUBJECT:**

**The Polish Alliance of Canada v Polish Association of Toronto  
Limited et al.**  
**Superior Court File No.: CV-08-361644**  
**My file number: 14-6538**

**DATE:**

April 13, 2015

**NO. OF PAGES:**

3, including this cover sheet

**MATERIAL SENT:**

Correspondence with attachments

**IN CASE OF INCOMPLETE TRANSMISSION, PLEASE CONTACT OUR OFFICE**

The documentation transmitted in this telecopy may contain confidential or privileged information. It is intended for the exclusive use of the person to whom it is addressed and may not otherwise be read, distributed, copied or disclosed. If you have received this telecopy in error, please notify our office immediately and return the original transmission to us. Thank you for your co-operation.

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**BOGDAN A. KAMINSKI B.ENG., LL.B., MICHAL ANTONIK B. COM., LL.B., LL.M  
IN ASSOCIATION**

**REPLY TO:**

**Bogdan Kaminski B.Eng. LL.B**  
Barrister and Solicitor  
3105 Dundas Street West, Suite 204  
Mississauga, ON L5L 3R8

Tel: (905) 803 0721  
Fax: (905) 803 9560  
Email: [bkaminski@kaminskilaw.ca](mailto:bkaminski@kaminskilaw.ca)

April 13<sup>th</sup>, 2015

**SENT VIA FAX ONLY**

**GOWLING LAFLEUR HENDERSON LLP**

Barristers and Solicitors  
1 First Canadian Place  
100 King Street West  
Suite 1600  
Toronto, ON M5X 1G5

**Attention: Patrick Shea, Esq.**  
Your client: Receiver, Collins Barrow Toronto Limited

Dear Sirs:

RE: The Polish Alliance of Canada v Polish Association of Toronto Limited et al.  
Court File No. CV-08-361644  
My file number: 14-6538

This letter is in response to your request for comments regarding the draft of the Receiver's 3<sup>rd</sup> report (the "Draft")

My client instructed me to provide you with the following responses:

1. The Draft does not present the full picture of the alleged inability of Branch 1 - 7 and the Head Executive Board to work together. The writer of the Draft illustrates this alleged lack of co-operation by casting the Head Executive Board (the "HEB") in the role of the villain of the piece. As a matter of fact it is my client's desire to fully cooperate with Branch 1 -7, but willingness for such cooperation has not been indicated by the Branch. It, as illustrated by correspondence from Mr. Romano, maintains an adversarial stand as if the newly reconstituted branch was a party to the subject matter proceedings. You were copied with all the correspondence I sent to and received from Mr. Romano. The emails and faxes fairly illustrate the developments.

Further, it is my client's fervent wish that the reconstituted branch commences a conduct of ordinary business with the Head Executive Board based on the provisions of the Constitution of the Polish Alliance of Canada.

2. I do not recall any proposal from the Receiver in regards to the meeting to discuss the process of development. In fact such proposal, to the best of my recollection, came from me after I received the Draft in which the writer of the Report indicated that the Branch expressed to the Receiver that commencement of the development proposal had been advisable. Please note that I first received an indication of such course of action on the morning of March 28, 2015 while the Annual General Meeting of the Polish Alliance

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of Canada was already in progress. It appears to me that it was in response to my communication to you that my client would wish me to bring a motion to dismiss the Receiver. My client advised me that no delegates from Branch 1 - 7 attended the Annual General Meeting, that there was no contact by the newly reconstituted branch directly with the HEB, and no indication expressed to the HEB as to commencement of the development process.

My client further notes that the development proposal, if any, of the flagship property held by Branch 1 - 7 should have been at least a subject matter of the discussion by delegates from all branches at the Annual General Meeting.

3. I spoke today to a court reporter who has been preparing the transcripts for the Appeal and Cross-Appeal. She advised that they were ready, at the printers for binding, and that she would be filling the certificate of readiness in couple of days. The Appeal and Cross-Appeal will now proceed in not that very distant future. In view of this my client asks you to reconsider the Motion for relief allowing the Receiver to commence the Development process.

4. My client points out that one of the heads of the relief Mr. Romano is asking on behalf of his clients (in case of the Appeal it is not the branch, the branch was not a party to the proceedings) is reversal of finding of Mr. Justice Myers's that individuals named as defendants were removed from the membership and in addition to still other heads of relief Mr. Romano is asking for finding that members of Branch 1 - 7 did not remove themselves from the membership back in 2006 and that Branch 1 - 7 is to be permitted to exist and thrive completely independently from the Polish Alliance of Canada. In view of this, I do not see how, assuming it is going to be consultative process, the Branch would accept any "wish list" from my client.

5. Since you already decided that the meeting of the Receiver with my client could not take place tomorrow morning because the lack of written comments, at the time of our morning exchanges, or within the day or two from tomorrow, and that you would be filling and serving the Motion on Wednesday, my client asked me to fully address their concerns in the responding materials.

6. I broached the topic of the costs of the Divisional Court Motion with my client. They will advise shortly.

Yours very truly,



Bogdan A. Kaminski

cc. client by email

# TAB E

**PATL Directors**

Constance Zboch  
121 Ling Road, Apt 904  
Scarborough ON M1E 4Y2

Adam Miasik  
601 Windermere Avenue  
Toronto ON M6S 3L9

Krystyna Kowalska  
812 Burnhamthorpe Road, Apt. 1401  
Etobicoke ON M9L 1W1



**Court File No.: CV-08-361644**

**B E T W E E N:**

**THE POLISH ALLIANCE OF CANADA  
-Plaintiff-**

**v.**

**POLISH ASSOCIATION OF TORONTO LIMITED, et al  
-Defendants-**

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**(PROCEEDING COMMENCED AT TORONTO)**

**THIRD REPORT OF THE RECEIVER  
(dated 15 April 2015)**

**GOWLING LAFLEUR HENDERSON LLP**

Barristers and Solicitors

1 First Canadian Place

100 King Street West, Suite 1600

Toronto, ON M5X 1G5

**E. Patrick Shea (LSUC No. 39655K)**

Tel: (416) 369-7399

Fax: (416) 862-7661

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

Court File No.: CV-08-361644

**BETWEEN:**

**THE POLISH ALLIANCE OF CANADA**  
-Plaintiff-

v.

**POLISH ASSOCIATION OF TORONTO LIMITED, et al**  
-Defendants-

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

(PROCEEDING COMMENCED AT TORONTO)

**MOTION RECORD**  
(RETURNABLE 30 APRIL, 2015)

**GOWLING LAFLEUR HENDERSON LLP**  
Barristers and Solicitors  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto, ON M5X 1G5

**E. Patrick Shea (LSUC No. 39655K)**  
Tel: (416) 369-7399  
Fax: (416) 862-7661

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