

**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 1 APRIL 2016)**

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Date: 28 March 2016

**GOWLING WLG (CANADA) LLP**  
Barristers & Solicitors  
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Court Appointed Receiver and Manager

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**TAB 1**

Court File No.: CV-08-361644

**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  
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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 on 1 April 2016 at 10:00 a.m. or as soon after that time as the motion can be heard, 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”**;
2. An Order: (a) approving the action and activities of the Receiver as set forth in the Fourth Report dated 23 March 2016; and (b) authorizing and directing a distribution to pay the fees and expenses of the Receiver;
3. Such further and other relief as this Honourable Court deems just.

**THE GROUNDS FOR THE MOTION ARE:**

1. The grounds set forth in the Fourth Report of the Receiver dated 23 March 2016.
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 grounds set forth in the Fourth Report dated 23 March 2016; and
2. Such further and other evidence as this Honourable Court may permit.

28 March 2016

**GOWLING WLG (CANADA) 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  
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Solicitors for Collins Barrow Toronto Limited,  
Court Appointed Receiver and Manager

# SCHEDULE "A"



Court File No.: CV-08-361644

**D**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE  
JUSTICE**

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)  
)

**FRIDAY, THE 1<sup>st</sup>  
DAY OF APRIL, 2016**

**BETWEEN:**

**R**

**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  
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ROGOZ aka STAN ROGOZ, ALBERT JOSEPH FLIS AND RICHARD RUSEK**

**Defendants**

**APPROVAL AND VESTING 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 [DEBTOR] (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and [NAME OF PURCHASER] (the "**Purchaser**") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "**Report**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at [LOCATION], Toronto, Ontario.

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**ON READING** the Report and on hearing the submissions of counsel for the Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
  
2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule B** hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing; any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE]; hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule C**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
  
3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Registry Division of [LOCATION] of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B

hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule D** hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver’s Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **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.

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**Schedule A – Form of Receiver’s Certificate**

Court File No.: CV-08-361644

**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,  
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ROGOZ aka STAN ROGOZ, ALBERT JOSEPH FLIS AND RICHARD RUSEK**

**Defendants****RECEIVER’S CERTIFICATE****RECITALS**

A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the “Court”) dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the “Receiver”) of the undertaking, property and assets of [DEBTOR] (the “Debtor”).

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the “Sale Agreement”) between the Receiver [Debtor] and [NAME OF PURCHASER] (the “Purchaser”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section ●

of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section • of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**Collins Barrow Toronto Limited, in its capacity as Receiver of the undertaking, property and assets of [DEBTOR], and not in its personal capacity**

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

Name:

Title:

**Schedule B – Purchased Assets**

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property**

**(unaffected by the Vesting Order)**



**Schedule D – Claims to be deleted and expunged from title to Real Property**

**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)**

**APPROVAL AND VESTING ORDER**

**GOWLING WLG (CANADA) LLP**  
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Appointed Receiver and Manager

TOR\_LAW\ 89097471

**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)**

**NOTICE OF MOTION**

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Court Appointed Receiver and Manager

# TAB 2

Court File No.: CV-08-361644

**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**

**FOURTH REPORT OF THE RECEIVER  
(dated as of March 23, 2016)**

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Appendix F – Re/Max Showings Report

Appendix G – Summary of Offers

Appendix H – Summary of Revised Offers

Appendix I – Re/Max Showings Report

Appendix J – Summary of Offers Received

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Appendix L – Affidavit of Daniel Weisz re Receiver’s Accounts

Appendix M – Affidavit of C. Haddon Murray re Gowlings Accounts

## I. INTRODUCTION

1. This is the Fourth Report (“**Fourth 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 (i) 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**”) and (ii) a residential property situated at 32 Twenty Fourth Street, Toronto, Ontario (the “**Residential Property**”).
2. The Receiver was appointed pursuant to the Appointment Order, a copy of which is attached as **Appendix “A”** to this Fourth Report. Since the date of the Appointment Order, the Court has issued a number of Orders and Endorsements in these proceedings, including an Endorsement made on October 19, 2015 (the “**October 2015 Endorsement**”) in which the Court directed the Receiver to “sell No. 32 Twenty-Fourth St., Toronto to create a fund from which its fees can be paid. The Receiver will propose a sale process in writing to the parties within 30 days and seek approval of the process on consent, or, if opposed, on due notice.” A copy of the October 2015 Endorsement is attached as **Appendix “B”** to this Fourth Report.
3. The purpose of this Fourth Report is to:
  - (a) provide to the Court details of the activities leading to receipt of an offer for the Residential Property;
  - (b) seek an order authorizing and directing the Receiver to enter into and carry out the terms of the agreement of purchase and sale between the Receiver and Carla Dovigo, Jessie Ward and Patrick Ryan Ward (collectively, the “**Purchaser**”) dated March 15, 2016 together with amendments thereto (the “**APS**”) in connection with the sale of the Residential Property, together with any further amendments thereto deemed necessary by the Receiver in its sole opinion, and vesting title to the Residential Property in the Purchaser, or as it may further

direct in writing, upon closing of the purchase agreement and the delivery of the Receiver's Certificate to the Purchaser;

- (c) seek an order sealing Appendices "F", "G", "H", "I" "J" and "K" to the Fourth Report;
- (d) seek the Court's approval of the Receiver's conduct and activities to March 18, 2016;
- (e) seek an order approving the fees and disbursements of the Receiver and of the Receiver's legal counsel, Gowling WLG, formerly Gowlings LLP, ("**Gowlings**") to March 18, 2016 and March 17, 2016, respectively;
- (f) seek an Order from the Court authorizing and directing the Receiver to pay the commission owing to Re/Max Professionals Inc. ("**Re/Max**") of 4% of the sale price of the Residential property;
- (g) seek an Order authorizing and directing the Receiver to make an interim distribution to the Receiver on account of the Receiver's fees and disbursements for the period ending March 18, 2016; and
- (h) seek an Order authorizing and directing the Receiver to make an interim distribution Gowlings on account of Gowlings' fees and disbursements for the period ending March 17, 2016.

## **II. TERMS OF REFERENCE**

4. In preparing this Fourth 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 Fourth 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 Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

### **III. LISTING AGREEMENT**

5. Following the issuance of the October 2015 Endorsement, the Receiver contacted three local realtors in order to obtain proposals to list the Residential Property for sale. During the Receiver's discussions with those real estate agents, it became apparent to the Receiver that in order for those parties to present listing proposals to the Receiver, they required access to the Residential Property to view not only the exterior of the property, but to assess the condition and marketability of the interior of the house thereon.
6. As the Receiver was not in possession of the Residential Property, Gowlings contacted Mr. Bernie Romano with a view to arranging a time when realtors could attend at the Residential Property. On November 22, 2015, Gowlings was advised that access would be provided at 2:00 pm on November 23, 2015.
7. The Receiver contacted the three realtors. The Receiver was only able to confirm with one of the real estate agents, Mr. Jody Thompson of Re/Max, that he was available to attend at that time. Mr. Patrick Shea of Gowlings, on behalf of the Receiver, and Mr. Thompson attended at the Residential Property on November 23, 2015 together with a representative of PATL.
8. On or about November 26, 2015, Mr. Thompson provided a form of listing agreement to the Receiver which provided for a commission of 4% of the sale price of the Residential Property to be paid to Re/Max. After reviewing the listing agreement, which appeared to the Receiver to be the standard form agreement used by realtors in the Province of Ontario, the Receiver and Gowlings were of the view that amendments were required to the listing agreement to give effect to the circumstances relating to this sale.

9. The Receiver proposed to Mr. Thompson the amendments required to the listing agreement. A representative of Re/Max signed the proposed listing agreement on or about January 13, 2016. The proposed listing agreement's term extended from January 15, 2016 to April 14, 2016 and proposed a listing price of \$399,900 for the Residential Property.
10. Prior to the Receiver executing the listing agreement and in accordance with the October 2015 Endorsement, Gowlings exchanged correspondence with respective counsel for the Plaintiffs and the Defendants, to seek their consent to the Receiver entering into the listing agreement.
11. On January 22, 2016, counsel to the Defendants informed Gowlings that PATL would consent to a listing of the Residential Property, subject to the listing price being increased to \$549,000. On January 25, 2016, counsel to PAC informed Gowlings that its client supported the position of Mr. Romano's client that the listing price should be increased to \$549,000.
12. After the Receiver considered both PATL's and PAC's positions with respect to the proposed listing price, Gowlings informed counsel to PAC and PATL that the Receiver would be entering into the listing agreement, at a selling price of \$549,000.
13. On January 28, 2016 the listing agreement (the "**Listing Agreement**"), which was updated to reflect a listing price of \$549,000, was executed by the Receiver. On February 17, 2016, the listing agreement was further amended to amend the term of the agreement to be from February 16, 2016 to April 30, 2016 ("**Listing Extension Agreement**"). Copies of the Listing Agreement and the Listing Extension Agreement are attached as **Appendix "C"** to this Fourth Report.
14. As is discussed later herein, the Receiver sought a second round of offers for the Residential Property. In connection therewith, Re/Max informed the Receiver that a new listing agreement was required to be executed. Re/Max provided for execution by the Receiver a Cancellation of Listing Agreement ("**Listing Cancellation Agreement**") to terminate the original listing, and a new form of listing agreement ("**New Listing**

**Agreement**”), which set out that the term of the New Listing Agreement was to be from March 9, 2016 to June 9, 2016.

15. After numerous discussions between the Receiver, Gowlings and Re/Max, the Listing Cancellation Agreement and the New Listing Agreement were executed. Copies of these documents are attached as **Appendix “D”** to this Fourth Report.

#### **IV. LISTING OF PROPERTY FOR SALE**

16. The Receiver coordinated a meeting to be held at the Residential Property on February 12, 2016 between Re/Max and PATL with a view to (i) obtaining Re/Max’s input as to whether a cleaning of the Residential Property was required prior to its being listed for sale, (ii) arranging for the keys to the Residential Property to be made available to Re/Max to enable showings of the Residential Property, and (iii) allow Re/Max to conduct measurements to assist with the listing.
17. Based on the feedback from the meeting with Re/Max, no further action with respect to the Residential Property was suggested.
18. On February 17, 2016, the Residential Property was listed for sale on an “as is, where is” basis. A copy of the MLS listing is attached as **Appendix “E”** to this Fourth Report. Pursuant to the MLS listing, the presentation for offers was scheduled for 5:00 pm on February 25, 2016.

#### **V. RESULTS OF SALES PROCESS**

19. The Receiver received a report from Re/Max which indicated that there were 53 showings of the Residential Property between February 17 and February 25, 2016. A copy of the report is attached as **Appendix “F”** to this Fourth Report.
20. On February 26, 2016, the Receiver received from Re/Max a summary of the offers for the Residential Property. A summary prepared by Re/Max of the offers received is attached as **Appendix “G”** to this Fourth Report.

21. As set out in Appendix “G”, seven offers were received. After reviewing the offers with the Receiver, Re/Max communicated to the three parties which had provided the highest offers that they should submit their highest unconditional offer by 5:59 pm on February 29, 2016.
22. Revised offers were received from the three parties. The offers were presented on the Ontario Real Estate Association/Toronto Real Estate Board “standard form” agreement of purchase and sale. A summary prepared by Re/Max of the revised offers received is attached as **Appendix “H”** to this Fourth Report.
23. The Receiver signed back the highest offer in which the Receiver included clauses confirming the “as is, where is” nature of the sale and that the Residential Property was being sold by CBTL as secured creditor of the Residential Property (the “**Receivership Clauses**”). In response, Re/Max was advised that because of the clauses set out in the schedule that the Receiver appended to the offer and other changes that were made to the offer, the purchaser was not going forward with the offer.
24. Re/Max advised the Receiver that the second highest offer client was willing to close, get a deposit and sign the Receivership Clauses. The Receiver signed back that offer accordingly. Re/Max subsequently advised the Receiver that this buyer’s lawyer did not like the Receivership Clauses and wanted permission to exclude it. While the Receiver informed Re/Max that Gowlings was willing to speak to that purchaser’s lawyer to explain the nature of the sale and the Receivership Clauses, Re/Max was informed by the purchaser’s sales representative that his client did not want to proceed with the transaction “due to many unavoidable circumstances”.
25. As a result of the above, and after discussing the status of the sales process with Re/Max, the Receiver instructed Re/Max to re-start the sales process and to request that offers be received by March 15, 2016.
26. The Receiver received a report from Re/Max which indicated that there were 31 showings of the Residential Property between March 12 and March 15, 2016. A copy of the report is attached as **Appendix “I”** to this Fourth Report.

27. On March 16, 2016, the Receiver received from Re/Max a summary of the offers for the Residential Property from the restarted sales process. A summary prepared by Re/Max of the offers received is attached as **Appendix “J”** to this Fourth Report.
28. As set out in Appendix “J”, three offers were received. After reviewing the offers with the Receiver, the Receiver informed Re/Max that before considering the highest offer, certain changes to that offer were required and provided those changes to Re/Max. On March 18, 2016, the offer was accepted by the Receiver.
29. A copy of the offer the Receiver proposes to accept is attached as **Appendix “K”** to this Fourth Report.
30. The Receiver is requesting that the Court seal, until the Closing, Appendices “F”, “G”, “H”, “I”, “J” and “K” to the Fourth Report containing the showings/parties which attended at the Residential Property (Appendices “F” and “I”), the summaries of offers (Appendices “G”, “H” and “J”) and the APS (Appendix “K”) since the public disclosure of the information contained therein could have a detrimental effect on the ability of the Receiver to complete a sale of the Property to the Purchaser, or to another party in the event the sale to the Purchaser does not close.
31. The Receiver notes that as set out on the Registrant’s Disclosure of Interest attached to the APS, one of the purchasers, Jessie Ward, is a real estate sales person representing Re/Max and is purchasing the Residential Property “for my personal use”, and will be receiving a portion of any commission payable in connection with the transaction.

## **VI. PROFESSIONAL FEES**

32. The Receiver’s accounts for the period October 20, 2015 to March 18, 2016 total \$16,909.00 in fees plus HST of \$2,198.18 for a total amount of \$19,107.18 (the “**Receiver’s Accounts**”). A copy of the Receiver’s Accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, are set out in the Affidavit of Daniel Weisz sworn March 23, 2016 that is attached as **Appendix “L”** to this Fourth Report.

33. The accounts of the Receiver's counsel, Gowlings, total \$18,170.00 in fees and \$2,362.10 in HST for a total of 20,532.10 (the "**Gowlings Accounts**") for the period ending March 17, 2016. A copy of the Gowlings Accounts, together with a summary of the personnel, hours and hourly rates described in the Gowlings Accounts, supported by the Affidavit of C. Haddon Murray sworn March 23, 2016 is attached as **Appendix "M"** to this Fourth Report.

## **VII. INTERIM DISTRIBUTION**

34. On the closing of the sale of the Residential Property, the Receiver will receive the net proceeds from the sale of the Residential Property.
35. From the sales proceeds, the Receiver proposes to make the following payments:
- i) the sales commission payable to Re/Max pursuant to the Listing Agreement;
  - ii) the fees and disbursements of the Receiver and Gowlings to October 19, 2015;
  - iii) the Receiver's Accounts if so approved by the Court; and
  - iv) the Gowlings Accounts if so approved by the Court.
36. Subject to further Order of the Court, the Receiver plans to invest the balance of the net sales proceeds, after making the payments referred to in Paragraph 35, in a term deposit.

## **VIII. REQUEST OF THE COURT**

37. The Receiver respectfully requests that the Court grant an Order which provides for the following:
- i) authorizing and directing the Receiver to enter into and carry out the terms of the APS between the Receiver and the Purchaser together with amendments thereto, together with any further amendments thereto deemed necessary by the Receiver in its sole opinion, and vesting title in

the Residential Property in the Purchaser, or as it may further direct in writing, upon closing of the purchase agreement and the delivery of the Receiver's Certificate to the Purchaser;

- ii) approving the execution of the Listing Agreement, the Listing Extension Agreement, the Listing Cancellation Agreement and the New Listing Agreement by the Receiver in connection with the sale of the Residential Property;
- iii) sealing Confidential Appendices "F", "G", "H", "I", "J" and "K" to the Fourth Report;
- iv) approving payment of the commission to Re/Max of 4% of the selling price of the Residential Property;
- v) approving the Receiver's Accounts and the Gowlings Accounts;
- vi) authorizing and directing the Receiver to pay the fees and disbursements of the Receiver and Gowlings to October 19, 2015, and the Receiver's Accounts and the Gowlings Accounts; and
- vii) approving the Receiver's conduct and activities from April 16, 2015 to March 18, 2016.

## **IX. CONCLUSION**

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

39. ALL OF WHICH IS RESPECTFULLY SUBMITTED this 23rd day of March, 2016

**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:



DANIL WEISZ  
SENIOR VICE PRESIDENT



# TAB A

## APPENDIX A

---

Court File No. CV-08-361644

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

THE HONOURABLE )

FRIDAY, THE 20<sup>TH</sup>

JUSTICE F. MYERS )

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, EUGENIUSZ 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 <sup>as interim</sup> 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.

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;

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- (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

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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;

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~~(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~~

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

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.

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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.



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#### **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 or proposed exercise of the Receiver's powers*

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.

*Some - (c) to hold what has in words M*

*PLA ADD SCHEDULE (B) M*

*Order to issue in this form M. J. June 20/14*

DOCSTOR: 17717428

**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

✓ Skibicki "B" ✓

*[Handwritten signature]*

THIS COURT ORDERS THAT Wladyslaw Rabczak, Marianne Rabczak, Marlene Matyszczyk, 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 I 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.

*[Handwritten signature]*  
 June 20/14



THE POLISH ALLIANCE OF CANADA

PLAINTIFF and

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 # 23289M]**

Barrister and Solicitor

183 Augusta Avenue

Toronto, Ontario M5T 2J4

tel: (416) 921-3185

fax: (416) 921-3183

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

# TAB B

## **APPENDIX B**

---

CITATION: The Polish Alliance of Canada v. Polish Association of Toronto Limited, 2015  
ONSC 6458

COURT FILE NO.: CV-08-361644

DATE: 20151019

**SUPERIOR COURT OF JUSTICE - ONTARIO**

**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 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

**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

Plaintiffs by Counterclaim

**AND:**

THE POLISH ALLIANCE OF CANADA, ROBERT ZAWIERUCHA, TADEUSZ MAZIARZ, ELIZABETH BETOWSKI, DANUTA ZAWIERUCHA, TERESA SZRAMEK, ANDRZEJ SZUBA, ADAM SIKORA, ELZBIETA GAZDA, STANISLAW GIDZINSKI, STANISLAW IWANICKI and TADEUSZ SMIETANA

Defendants by Counterclaim

**BEFORE:** F.L. Myers J.

**COUNSEL:** E. Patrick Shea, for Collins Barrow Toronto Limited, Receiver and Manager  
B.A. Kaminsky, for the Plaintiff  
Bernie Romano, for the Defendants/Respondents, except for Richard Rusek

**HEARD:** October 19, 2015

**F.L. Myers J.**

**ENDORSEMENT**

[1] The Receiver seeks:

- 1) approval of its first and third reports and the activities recited therein (including supplemental reports);
- 2) approval of its fees and disbursements including those of its counsel;
- 3) an order for the sale of No. 32 Twenty-Fourth St., Toronto, to fund the payment of its fees; and
- 4) directions concerning the validity of the appointment of the members of the board of directors of PATL.

Issue (1)

[2] There are no specific issues raised concerning the Receiver's activities as outlined in its reports except as dealt with below. Subject to what follows herein, the court approves the Receiver's activities as outlined in its first and third reports (including supplemental reports).

Issue (2)

[3] All agree that the Receiver and counsel performed the work listed in its dockets and that the work itself was performed well and with diligence. I agree. The parties however, seek an unspecified reduction in the Receiver's fees because senior members of the Receiver's firm performed the bulk of the work and all lawyer time was performed by Mr. Shea.

[4] This was an unusual receivership. The Receiver was appointed to protect a very valuable real estate property, the control and ownership of which is hotly disputed. It was also specifically tasked with overseeing the reconstitution of Branch 1-7 of the PAC in circumstances in which the PAC fundamentally altered the position that it took at trial and the defendants purported to act unilaterally in a manner that did not recognize the upshot of the trial decision. That is, this receivership is not the normal case of overseeing going concern operations of a failing business or conducting a liquidation of assets. This Receiver was plunked between warring parties and was asked to do specific things to enable the proper legal order to resume operations of the Branch. I specifically asked the Receiver to do as little as possible to interfere with the Branch's ability to perform its community services.

[5] The Receiver performed its unusual role exceptionally well. Mr. Weisz is to be commended for maintaining the integrity of his role as an officer of the court in difficult circumstances. Although the PAC sought the appointment of the Receiver (to prevent the defendants from improperly reconstituting the Branch) the PAC became adverse to the Receiver when Mr. Weisz properly asserted his independence from both parties.

[6] Mr. Shea is senior counsel, but he billed this file at a very low rate for the downtown Toronto market.

[7] In my view, a receiver is entitled to utilize senior counsel where a mandate calls for mature, nuanced judgment as this one did. Juniors are fine for mundane tasks. The onslaught directed at the Receiver was far from mundane or appropriate.

[8] The fees paid to Mrs. Miasik, and the security firm did save money and protect the operations of the Branch as I had ordered. The fees of the Receiver to May 31, 2015 of \$147,111.52 all-in are both fair and reasonable. The fees and disbursements of Gowlings a set out in the affidavit of Murray Haddon sworn June 4, 2015, to May 26, 2015, paras. 3 and 4, are also fair and reasonable. Both are approved. I note that no party suggested an alternative measure of either set of fees on any specific basis. No expert evidence was submitted. I see no basis for a general reduction of X% or Y% in this case.

Issue (3)

[9] In my endorsement dated September 3, 2014, 2014 ONSC 5095, at para. 21, I ruled that the Receiver would be paid from the properties under its control in accordance with its charge as established in its appointment order unless one of the parties steps up to pay. Neither has. The Receiver has been in place for about 16 months. It is completed all active aspects of its role. But it is not been paid one dollar. The Receiver is directed to sell No. 32 Twenty-Fourth St., Toronto to create a fund from which its fees can be paid. The Receiver will propose a sale process in writing to the parties within 30 days and seek approval of the process on consent, or, if opposed, on due notice.

[10] The property to be sold will be conveyed by vesting order so that no formal involvement of the trustees, in whose name the property is held for the Branch, is required.

[11] The Branch seeks indemnity from PAC for a share of the Receiver's costs. Allocation of a receiver's fees among interested parties on an equitable basis is appropriate. *DBDC Spadina Ltd et al. v. Norma Walton et al.* 2015 ONSC 2550.

[12] The Branch benefited greatly from the receivership as it was protected from predation by the PAC while it got its legal house in order. Its operations and community programs were maintained and its clubhouse remained available and open while the Branch was reconstituted.

[13] The PAC too benefited by keeping the defendants from proceeding as they planned in face of the trial judgment. The PAC has received over 50 applications for new members from the reconstituted Branch. It is also clear that the bulk of the fees of the Receiver and its counsel were incurred because of the unsuccessful and aggressive legal posturing against the Receiver by the PAC. There is some irony in the PAC complaining today that the Receiver should have used more junior counsel to protect itself from them or, even better, that they should have used more of the services of Mrs. Miasik to keep costs down, when they referred to her at the time as a "squatter" or a "trespasser".

[14] I will return to this issue after I address the last point.

Issue (4)

[15] The reconstituted Branch is the beneficial owner of the shares of PATL. It purported to elect a board of directors for the corporation. But it did not provide notice of the election

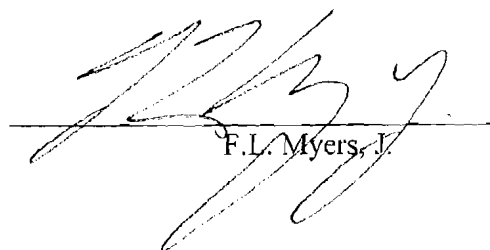
meeting to the PAC that holds legal title to the bulk of the shares of the company. PATL asks me to recognize its board. It was elected by the beneficial holders and, as a trustee, the PAC could only vote the shares as the beneficial owners required. The PAC agrees with a caveat. It will vote as required within its constitution. It says that the Branch as reconstituted is once again running amok ignoring the PAC Constitution.

[16] I cannot save the parties from themselves. Nor do I care to try. My trial judgment was very specific on the possibility of enforcement of the orders I made in that decision, with the help of a receiver if required. The Branch was reconstituted and once again made a viable operating body with the Receiver's help. What it does or did after that is beyond the contemplation of this proceeding. If the PAC wants to sue again and have its *bona fides* tested again is up to it. If the Branch gives the PAC grounds to enforce its constitution internally or in litigation, is up to them. The court is not operating the branch on some general trusteeship. The Receiver's mandate is done. It continues to exist solely to keep its name on title to preserve the clubhouse property pending the hearing of the appeal from the trial judgment. If someone sues for something new and seeks an interlocutory receiver in that case, then that is for another case. I decline to grant the directions sought by PATL and the Receiver. The approval of the Receiver's third report does not imply any determination at all concerning the propriety of the election of the board of PATL. That is beyond the scope of this proceeding.

[17] Finally, as is apparent from the foregoing, the war continues despite the court's efforts to bring the parties to cooperate in the best interests of members. Both sides are pulling out the stops to obtain tactical advantages and have been throughout. I cannot therefore assign greater benefit or blame to one party over the other. Every parry has been caused by a thrust and every thrust has been met by a parry. The PAC is therefore ordered to pay to the Branch 50% of all amounts that are paid to the Receiver and its counsel by the Branch or the proceeds of sale of its property. This order is effective and needs no further hearing for enforcement by the Branch as soon as monies are paid to the Receiver or its counsel from the Branch's property. This order (50/50, sharing), also covers all fees and disbursements of the Receiver and counsel from May 26, 2015 to today, if any, ordered after costs are argued.

[18] Cost submissions of no more than five pages may be filed by the Receiver and the defendants by December 1, 2015. The Receiver's submissions shall be supported by affidavits in the usual form. The defendants shall deliver a Costs Outline with their submissions. The PAC may respond by no more than 10 pages of submissions by year-end. The plaintiff shall deliver its own Costs Outline for comparison.

[19] All filings are to be by PDF attachment to an email to my assistant.

  
F.L. Myers, J.

Date: October 19, 2015

# TAB C



## APPENDIX C

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# Listing Agreement Authority to Offer for Sale



Form 200a for use in the Province of Ontario



This is a Multiple Listing Service® Agreement

OR Exclusive Listing Agreement

BETWEEN:

**BROKERAGE: RE/MAX PROFESSIONALS INC.**

**4242 DUNDAS ST W UNIT 9 TORONTO** (the "Listing Brokerage") Tel.No. **(416) 236-1241**

**SELLER(S): COLIUS BARLOW TORONTO LIMITED & SONS** (the "Seller")  
*Sec SCHAUCE*

In consideration of the Listing Brokerage listing the real property for sale known as **32 Twenty Fourth Street**

**Toronto, Ontario M8V 3N6** (the "Property")

the Seller hereby gives the Listing Brokerage the exclusive and irrevocable right to act as the Seller's agent commencing at 12:01 a.m. on the **15th** day of **November** 20**15** until 11:59 p.m. on the **14th** day of **February** 20**16** (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if a MLSB listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act (2002). If the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's Initials. }

to offer the property for sale at a price of:

Dollars (CAD\$): **549,000**

**Five Hundred Forty-nine Thousand** Dollars

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.

**1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Listing Agreement ("Authority" or "Agreement"), "Seller" includes vendor, a "buyer" includes a purchaser, or a prospective purchaser and a "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

**2. COMMISSION:** In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of **4** % of the sale price of the Property or for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Seller may accept. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or

anyone on the Seller's behalf within **90** days after the expiration of the Listing Period (Holdover Period), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property. Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission. All amounts set out as commission are to be paid plus applicable taxes on such commission.

**3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of **2.5** % of the sale price of the Property or [indicate any incentive or +/- adjustment]

out of the commission the Seller pays the Listing Brokerage.

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):



The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the property. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

**MULTIPLE REPRESENTATION:** The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction of the earliest practicable opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

**Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.**

**MULTIPLE REPRESENTATION AND CUSTOMER SERVICE:** The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

- ~~4. **FINDER'S FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.~~
- REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or willful act.
- WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or willful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. ~~The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.~~
- ~~9. **FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the Seller's spouse has executed the consent hereinafter provided.~~
- VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information affecting the Property from any regulatory authorities, governments, mortgagees or others and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):



databases) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may, during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

Does

Does Not

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

- 12. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Seller and the Listing Brokerage. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.
- 14. **ELECTRONIC COMMUNICATION:** This Listing Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. **SCHEDULE(S):** ..... and data form attached hereto form(s) part of this Agreement.

**THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.**

*J. Thompson* DATE..... **Jody Thompson**  
(Authorized to list the Listing Brokerage) (Name of Person Signing)

**THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL.** Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:  
*Collins Barron Toronto Limited*

*[Signature]* DATE **JANUARY 28, 2016** 416-646-8778  
(Signature of Seller) (Seal) (Tel. No.)  
*OFFICE USE SENIOR VICE PRESIDENT*

DATE.....  
(Signature of Seller) (Seal)

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees that he/she will execute all necessary or incidental documents to further any transaction provided for herein.

DATE.....  
(Spouse) (Seal)

**DECLARATION OF INSURANCE**

The broker/salesperson **JODY THOMPSON**  
(Name of Broker/Salesperson)

hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.

*J. Thompson*  
(Signature(s) of Broker/Salesperson)

**ACKNOWLEDGEMENT**

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a true copy of this Agreement on the **28<sup>th</sup>** day of **JANUARY**, 20 **16**

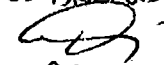

*Collins Barron Toronto Limited* Date: **JANUARY 28, 2016**  
(Signature of Seller) (Seal)

*OFFICE USE SENIOR VICE PRESIDENT* Date:.....  
(Signature of Seller)

### Schedule

1. The Seller is Collins Barrow Toronto Limited, solely in its capacity as Secured Creditor of the property located at 32 Twenty Fourth Street, Toronto, Ontario with no personal or corporate liability.
2. This Schedule forms part of the Listing Agreement between the Listing Brokerage and the Seller and defined terms in this Schedule not herein defined shall have the same meaning as in the Agreement.
3. The Seller is a secured creditor holding a court-ordered charge over the Property and is not the legal or beneficial owner of the Property. The Seller is entering into the Agreement in its capacity as a secured creditor holding a court-ordered charge over the Property.
4. The Listing Brokerage acknowledges and agrees that:
  - (a) Any transaction to sell the Property is subject to approval by the Ontario Superior Court of Justice (the "Court") and no commission is payable pursuant to the Agreement unless a transaction is approved by the Court and is completed.
  - (b) The Seller's sole authority to sell the Property is based on the authority provided by the Court. The Seller's authority may be terminated at any time by the Court. If the Seller's authority to sell the Property is terminated, the Listing Period shall terminate effective on the date the Receiver's authority to sell the Property is terminated.
  - (c) The Seller's ability to provide access to the Property is dependent on the co-operation of the owner of the Property and any occupant(s) of the Property.
  - (d) The Seller has no direct personal knowledge with respect to the Property. Any information with respect to the Property provided by the Seller to the Listing Brokerage is for information purposes only and has not been verified by the Seller.
  - (e) The Listing Brokerage will ensure that the Property is advertised for sale and sold only on an "as is, where is" basis.
  - (f) The Listing Brokerage will, unless otherwise agreed with the Seller, request that offers be received by a date to be agreed on between the Seller and the Listing Brokerage.
5. There may be charge/mortgage, liens, claims or other interests that attach to or impact the Property.

TOR\_LAW 8862330\1

Collins Barrow Toronto Limited (see #1 above)  
 per.   
 DANIEL WELLS  
 SENIOR VICE-PRESIDENT  
 JANUARY 28, 2016  
 January 13, 2016



Listing Agreement Authority to Offer for Sale



Form 2006 for use in the Province of Ontario



EXCLUSIVE

This is a Multiple Listing Service Agreement

OR Exclusive Listing Agreement

BETWEEN:

BROKERAGE: REMAX PROFESSIONALS INC.

4242 DUNDAS ST W UNIT 9 TORONTO (the "Listing Brokerage") Tel.No. (416) 236-1241

SELLER(S): COLINUS BELLER TRADING LIMITED & SONS INC. (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as 32 Twenty Fourth Street

Toronto, Ontario M5V 3N6 (the "Property")

the Seller hereby gives the Listing Brokerage the exclusive and irrevocable right to act as the Seller's agent

commencing at 12:01 p.m. on the 25th day of November 2015

until 11:59 p.m. on the 30th day of February 2016 (the "Listing Period")

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and is a time limit. If the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.

to offer the property for sale at a price of:

Dollar (CAD): 549,000

Five Hundred, Forty-nine Thousand Dollars

and upon the terms particularly set out herein, or of such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the Property.

- 1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Listing Agreement ("Authority" or "Agreement"), "Seller" includes vendor, a "buyer" includes a purchaser, or a prospective purchaser and a "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

- 2. COMMISSIONS: In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of 4% of the sale price of the Property or for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Seller may accept. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller's behalf within 90 days after the expiration of the Listing Period (Makeover Period), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement. The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property. Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and fees owing on such commission. All amounts set out as commission are to be paid plus applicable taxes on such commission.

- 3. REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller authorizes the Listing Brokerage to cooperate with any other registered real estate brokerage (cooperating brokerage), and to offer to pay

the co-operating brokerage a commission of 2.5% of the sale price of the Property or (Indicate any incentive or +/- adjustment)

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):



The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the property. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

**MULTIPLE REPRESENTATION:** The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage still has a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual, market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

**Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.**

**MULTIPLE REPRESENTATION AND CUSTOMER SERVICE:** The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

- 4. FINDERS FEE:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 5. REFERRAL OF INQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 6. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" signs upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 7. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 8. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. ~~The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.~~
- 9. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the Seller's spouse has executed the consent hereinafter provided.
- 10. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information affecting the Property from any regulatory authorities, governments, mortgagees or others and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to affect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 11. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is on MLS® listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the

INITIALS OF LISTING BROKERAGE:

*[Handwritten initials]*

INITIALS OF SELLER(S):

*[Handwritten initials]*



databases of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, tenants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

Does

Does Not

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

12. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

13. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Seller and the Listing Brokerage. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.

14. **ELECTRONIC COMMUNICATION:** This Listing Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

15. **SCHEDULE(S):** .....and data form attached hereto form(s) part of this Agreement.

**THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALED OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.**

*J. Thompson*  
.....  
(Authorized to bind the Listing Brokerage)

DATE.....

Jody Thompson  
(Name of Person Signing)

**THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL.** Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

COLLINS BARROW TORONTO LIMITED #

*J. Thompson*  
.....  
(Signature of Seller)

PRIVILEGED & CONFIDENTIAL  
\* SEE SCHEDULE

● (Seal)

DATE: JANUARY 28, 2016

416-646-8778  
(Tel. No)

.....  
(Signature of Seller)

● (Seal)

DATE.....

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees that he/she will execute all necessary or incidental documents to further any transaction provided for herein.

.....  
(Spouse)

● (Seal)

DATE.....

**DECLARATION OF INSURANCE**

The broker/salesperson **JODY THOMPSON**  
(Name of Broker/Salesperson)

hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act [REBBA] and Regulations.

*J. Thompson*  
.....  
(Signature(s) of Broker/Salesperson)

**ACKNOWLEDGMENT**

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a true copy of this Agreement on the 28<sup>th</sup> day of JANUARY, 2016

Collins Barrow Toronto Limited #  
(Signature of Seller) \* SEE SCHEDULE Date: JANUARY 28, 2016

PRIVILEGED & CONFIDENTIAL  
(Signature of Seller) Date:.....





### Schedule

1. The Seller is Collins Barrow Toronto Limited, solely in its capacity as Secured Creditor of the property located at 32 Twenty Fourth Street, Toronto, Ontario with no personal or corporate liability.
2. This Schedule forms part of the Listing Agreement between the Listing Brokerage and the Seller and defined terms in this Schedule not herein defined shall have the same meaning as in the Agreement.
3. The Seller is a secured creditor holding a court-ordered charge over the Property and is not the legal or beneficial owner of the Property. The Seller is entering into the Agreement in its capacity as a secured creditor holding a court-ordered charge over the Property.
4. The Listing Brokerage acknowledges and agrees that:
  - (a) Any transaction to sell the Property is subject to approval by the Ontario Superior Court of Justice (the "Court") and no commission is payable pursuant to the Agreement unless a transaction is approved by the Court and is completed.
  - (b) The Seller's sole authority to sell the Property is based on the authority provided by the Court. The Seller's authority may be terminated at any time by the Court. If the Seller's authority to sell the Property is terminated, the Listing Period shall terminate effective on the date the Receiver's authority to sell the Property is terminated.
  - (c) The Seller's ability to provide access to the Property is dependent on the co-operation of the owner of the Property and any occupant(s) of the Property.
  - (d) The Seller has no direct personal knowledge with respect to the Property. Any information with respect to the Property provided by the Seller to the Listing Brokerage is for information purposes only and has not been verified by the Seller.
  - (e) The Listing Brokerage will ensure that the Property is advertised for sale and sold only on an "as is, where is" basis.
  - (f) The Listing Brokerage will, unless otherwise agreed with the Seller, request that offers be received by a date to be agreed on between the Seller and the Listing Brokerage.
5. There may be charge/mortgage, liens, claims or other interests that attach to or impact the Property.

TOR LAW 88623301

Collins Barrow Toronto Limited (see #1 above)  
 per [Signature]  
 DANIEL WILSON  
 SENIOR VICE-PRESIDENT  
 JANUARY 28, 2016  
 [Signature]  
 January 13, 2016

# TAB D

## APPENDIX D

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# Cancellation of Listing Agreement



## Form 242

for use in the Province of Ontario

**RE: LISTING AGREEMENT FOR:**

**PROPERTY ADDRESS:** 32 Twenty Fourth Street, Toronto, ON M8V 3N6

**BETWEEN**

**SELLER:** Collins and Barrow Toronto Limited, IN ITS CAPACITY AS SECURED CREDITOR OF THE PROPERTY LOCATED AT 32 TWENTY FOURTH STREET, TORONTO, ONTARIO WITH NO PERSONAL OR CORPORATE LIABILITY

**AND:**

**LISTING BROKERAGE:** RE/MAX Professionals Inc.

**MLS® NUMBER(S):** W3417598

**L/BR ID. #**

**INTERBOARD MLS® NUMBER:**

**BOARD:**

**LISTING EXPIRY DATE:** APRIL 30, 2016

The Seller and the Listing Brokerage, by mutual consent, hereby release each other from the above described Listing Agreement on the following terms:

The Seller releases the Listing Brokerage from any and all liabilities, covenants, obligations and claims arising out of the Listing Agreement.

The Listing Brokerage releases the Seller from any claims of remuneration or compensation with respect to this Listing Agreement, **save and except that:**

If an offer to purchase or lease, obtained from anyone who was introduced to the property from any source whatsoever while the Listing Agreement was in effect or was shown the property while the Listing Agreement was in effect, is agreed to or accepted by the Seller or anyone on behalf of the Seller within the Listing Period or the Holdover Period provided for in the above described Listing Agreement, the Seller agrees to immediately notify the Listing Brokerage of the sale/lease and to pay the Listing Brokerage the commission agreed to in the Listing Agreement.

If, however, the offer for the purchase or lease of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Listing Brokerage agrees to immediately notify the Real Estate Board(s) of the cancellation in accordance with the MLS® Rules and Regulations, provided that this is an MLS® listing.

**This Cancellation of Listing Agreement shall not take effect unless signed by all parties set out below.**

For the purposes of this Cancellation of Listing Agreement, "Seller" includes vendor, landlord and lessor, and Real Estate Board(s) includes Real Estate Association(s).

This Agreement shall be binding upon the heirs, executors, administrators and assigns of all of the parties executing the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

*Brenda*  
(Witness)

(Witness)

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

COLLINS BALLOW TORONTO LIMITED  
*[Signature]*  
(Seller)

(Seller)

IN WITNESS whereof I have hereunto set my hand and seal:

RE/MAX Professionals Inc.  
(Name of Listing Brokerage)

(Signature of Listing Brokerage's Broker of Record/Manager)

● DATE MARCH 9, 2016  
(Seal)

● DATE  
(Seal)

● DATE  
(Seal)

IN ITS CAPACITY AS SECURED CREDITOR OF THE PROPERTY LOCATED AT 32 TWENTY FOURTH STREET, TORONTO, ONTARIO WITH NO PERSONAL OR CORPORATE LIABILITY  
Form 242 Revised 2008 Page 1 of 1

# Listing Agreement

## Authority to Offer for Sale

This is a Multiple Listing Service® Agreement

  
(Seller's Initials)

OR Exclusive Listing Agreement

**EXCLUSIVE**  
  
(Seller's Initials)


**BETWEEN:**  
**BROKERAGE:** RE/MAX Professionals Inc. ....

...3232 Dundas St. W. #2, Mississauga, ON M8X 1Y6 ..... (the "Listing Brokerage") Tel. No. (...416...) 236-1241

**SELLER(S):** Collins & Burrows Toronto Limited ..... (the "Seller")  
*\* Sec 5 enticement B*

In consideration of the Listing Brokerage listing the real property for sale known as ...32 Twenty-Fourth Street  
...City of Toronto, Ontario M8V 3N6 ..... (the "Property")

the Seller hereby gives the Listing Brokerage the exclusive and irrevocable right to act as the Seller's agent, commencing at 12:01 a.m. on the 29th day  
of March, 2016, until 11:59 p.m. on the 9th day of June, 2016 (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an  
MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate  
and Business Brokers Act [2002], if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials. }  
  
(Seller's Initials)

to offer the property for sale at a price of: Dollars (CDN\$) ...549,000.00  
...Five Hundred Forty-Nine Thousand ..... Dollars

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set  
out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to  
any other real estate brokerage for the sale of the property.

**1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Listing Agreement ["Authority" or "Agreement"], "Seller" includes vendor, a  
"buyer" includes a purchaser, or a prospective purchaser and a "real estate board" includes a real estate association. A purchase shall be deemed to  
include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised. This Agreement shall  
be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property  
shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related  
corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related  
or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

**2. COMMISSION:** In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of  
...4% of the sale price of the Property or ..... for any valid  
offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement  
OR such other terms and conditions as the Seller may accept.

The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone  
on the Seller's behalf within 90 days after the expiration of the Listing Period (Holdover Period), so long as such agreement is with  
anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period.  
If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate  
brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to  
or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or  
neglect, said commission to be payable on the date set for completion of the purchase of the Property.


Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should  
such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing  
Brokerage on demand, any deficiency in commission and taxes owing on such commission.  
All amounts set out as commission are to be paid plus applicable taxes on such commission.

**3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with information explaining agency relationships,  
including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller authorizes  
the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating  
brokerage a commission of ...2.5% of the sale price of the Property or .....  
(indicate any incentive or +/- adjustment)

..... out of the commission the Seller pays the Listing Brokerage.

**INITIALS OF LISTING BROKERAGE:** 

**INITIALS OF SELLER(S):** 

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The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the property. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

**MULTIPLE REPRESENTATION:** The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

**MULTIPLE REPRESENTATION AND CUSTOMER SERVICE:** The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

~~4. FINDER'S FEES: The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.~~

5. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.

6. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.

7. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.

8. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. ~~The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.~~

9. **FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the Seller's spouse has executed the consent hereinafter provided.

10. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information affecting the Property from any regulatory authorities, governments, mortgagees or others and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

11. **USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of

INITIALS OF LISTING BROKERAGE: 

INITIALS OF SELLER(S): 

the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may, during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:  Does  Does Not consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

- 12. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
13. CONFLICT OR DISCREPANCY: If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Seller and the Listing Brokerage. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.
14. ELECTRONIC COMMUNICATION: This Listing Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

15. SCHEDULE(S) [B] and data form attached hereto form(s) part of this Agreement. THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

Authorized to bind the Listing Brokerage) March 15, 2016 Jody Thompson (Name of Person Signing) Leah Ambler

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal: COLLINS BARON REALTY LIMITED DATE MARCH 9 2016 TEL NO. 416-646-8777 (Signature of Seller) (Seal) (Seal) DATE (Seal)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees that he/she will execute all necessary or incidental documents to further any transaction provided for herein. DATE (Seal) (Spouse)

DECLARATION OF INSURANCE The broker/salesperson, Jody Thompson, Leah Ambler hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations. (Signature(s) of Broker/Salesperson)

ACKNOWLEDGEMENT The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a true copy of this Agreement on the ... day of ... 20 (Signature of Seller) Date: (Signature of Seller) Date:



# Schedule A Listing Agreement

Toronto  
Real Estate  
Board

**Form 203**  
for use in the Province of Ontario

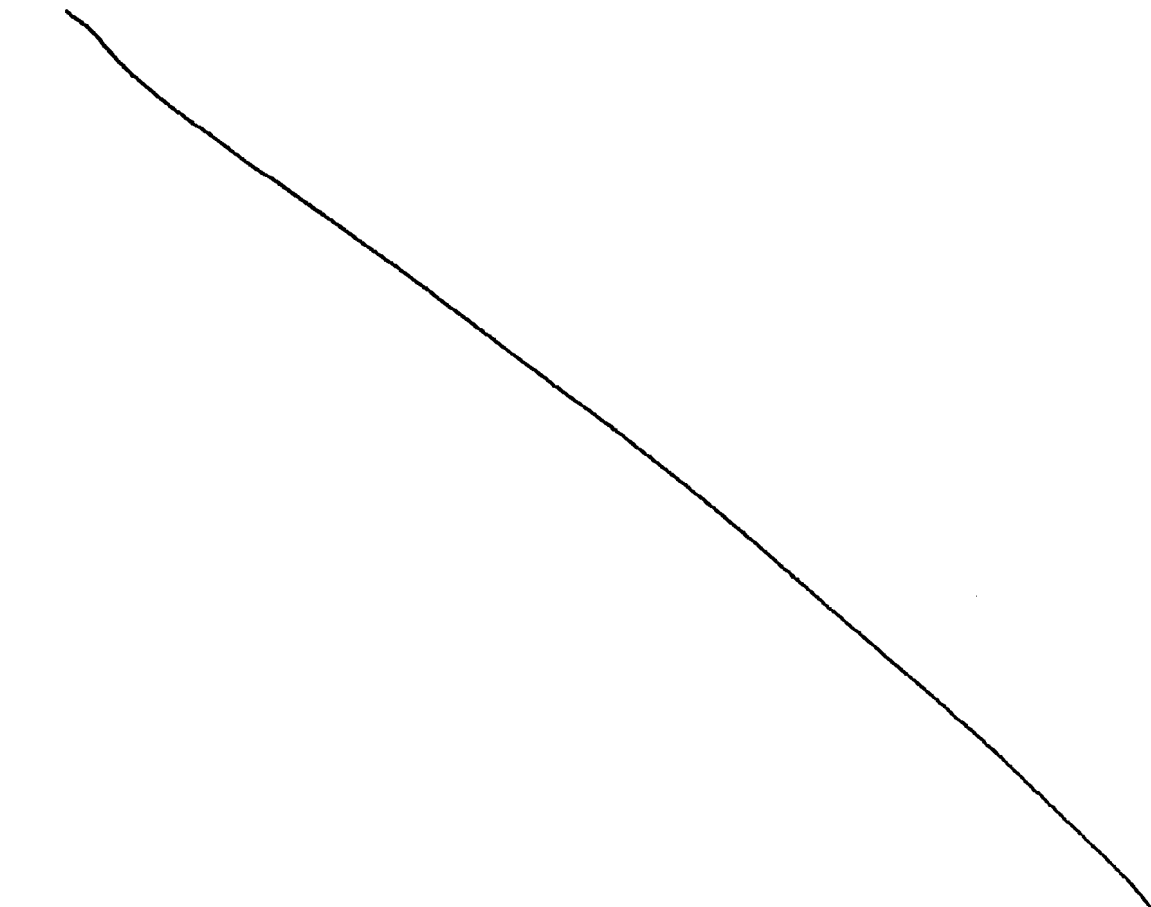
This Schedule is attached to and forms part of the Listing Agreement between:

**BROKERAGE, RE/MAX Professionals Inc.**....., and

**SELLER(S), Collins and Dorothy Toronto Limited**.....  
*see Schedule B*

for the property known as **32 Twenty Fourth Street in the City of Toronto, Ontario M8V 3N6**.....

..... dated the **9th**..... day of **March**....., 20**16**.....



This form must be Initialed by all parties to the Listing Agreement.

**INITIALS OF BROKERAGE(S):**

*[Handwritten initials]*

**INITIALS OF SELLER(S):**

*[Handwritten initials]*

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## Schedule B

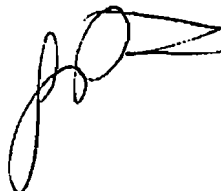
1. The Seller is Collins Barrow Toronto Limited, solely in its capacity as Secured Creditor of the property located at 32 Twenty Fourth Street, Toronto, Ontario with no personal or corporate liability.
2. This Schedule forms part of the Listing Agreement between the Listing Brokerage and the Seller and defined terms in this Schedule not herein defined shall have the same meaning as in the Agreement.
3. The Seller is a secured creditor holding a court-ordered charge over the Property and is not the legal or beneficial owner of the Property. The Seller is entering into the Agreement in its capacity as a secured creditor holding a court-ordered charge over the Property.
4. The Listing Brokerage acknowledges and agrees that:
  - (a) Any transaction to sell the Property is subject to approval by the Ontario Superior Court of Justice (the "Court") and no commission is payable pursuant to the Agreement unless a transaction is approved by the Court and is completed.
  - (b) The Seller's sole authority to sell the Property is based on the authority provided by the Court. The Seller's authority may be terminated at any time by the Court. If the Seller's authority to sell the Property is terminated, the Listing Period shall terminate effective on the date the Receiver's authority to sell the Property is terminated.
  - (c) The Seller's ability to provide access to the Property is dependent on the co-operation of the owner of the Property and any occupant(s) of the Property.
  - (d) The Seller has no direct personal knowledge with respect to the Property. Any information with respect to the Property provided by the Seller to the Listing Brokerage is for information purposes only and has not been verified by the Seller.
  - (e) The Listing Brokerage will ensure that the Property is advertised for sale and sold only on an "as is, where is" basis.
  - (f) The Listing Brokerage will, unless otherwise agreed with the Seller, request that offers be received by a date to be agreed on between the Seller and the Listing Brokerage.
5. There may be charge/mortgage, liens, claims or other interests that attach to or impact the Property.

TOR LAW 886233101

COLLINS BARROW TORONTO LIMITED  
(SEE #1 ABOVE)

PER:   
DANIEL WEISZ  
SENIOR VICE-PRESIDENT.

MARCH 9, 2016.




# TAB E

## APPENDIX E

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Prepared by: CANDACE LOWES, Administrator  
 RE/MAX PROFESSIONALS INC., BROKERAGE  
 4242 Dundas St W Unit 9, Toronto, ON M8X1Y6 416-236-1241

Printed on 02/17/2016 3:44:24 PM

	<b>32 TWENTY FOURTH St</b>		<b>List: \$549,000 For: Sale</b>		
	<b>Toronto Ontario M8V3N6</b>				
Toronto W06 Long Branch Toronto 118-6-U		Taxes: \$3,130.52 / 2015		SPIS: N	
PT LT98 PL1571 As in EB462486 Etobicoke		DOM: 1		Last Status: New	
Detached		Front On: W	Rms: 7 + 2		
Bungalow-Raised		Acre: < .49	Bedrooms: 3		
Lot: 25 x 125 Feet		Irreg:		Washrooms: 2	
Dir/Cross St: /Kipling				1x4xMain, 1x3xMain	
MLS#: W3417598		Sellers: Colins Barrow Toronto Limited		Contact After Exp: N	
Holdover: 90		Possession: Immediate		Occup: Vacant	
PIN#:		ARN#:			
Kitchens: 1	Exterior: Brick	Zoning: Residential			
Fam Rm: N	Drive: Private	Cable TV:			
Basement: Finished	Garage: Built-in / 1	Hydro:			
Fireplace/Stv: N	Park Spcs: 2	Gas:			
Heat: Forced Air / Gas	UFFI:	Phone:			
A/C: None	Pool: None	Water: Municipal			
Central Vac: N	Energy Cert:	Water Supply:			
Apx Age:	Cert Level:	Sewer: Sewers			
Apx Sqft:	GreenPIS:	Spec Desig: Unknown			
Assessment:	Prop Feat: Fenced Yard, School	Farm/Agr:			
Elevator/Lift: N		Waterfront: None			
Laundry Lev:		Retirement: N			
Phys Hdcp-Eqp: N		Oth Struct:			
<b>#</b>	<b>Room</b>	<b>Level</b>	<b>Length (m)</b>	<b>Width (m)</b>	<b>Description</b>
1	Living	Main	4.7	x 3.23	Hardwood Floor
2	Dining	Main	3.12	x 2.46	Combined w/Living
3	Kitchen	Main	2.59	x 3.05	Eat-In Kitchen
4	Breakfast	Main	2.64	x 2.26	
5	Br	Main	2.90	x 2.49	
6	2nd Br	Main	2.90	x 3.99	
7	3rd Br	Main	2.62	x 3.0	
8	Rec	Lower	5.79	x 4.01	
<b>Client Remks:</b> Attention Builders Renovators - Great opportunity to own an affordable detached brick bungalow in Long Branch. Large principle rooms, large front balcony, two separate entrances to lower level (front and side entrances) income potential with location steps to Humber College, spacious fenced backyard with large trees. Conveniently located in close proximity to local shops and restaurants of Long Branch.**					
<b>Extras:</b> **This home requires some TLC and is being sold in "as is" condition. This home has tons of potential.					
<b>Brkage Remks:</b> Sold "as is, where is" condition. Please attach form 801 and Schedule B to offers. Easy showings lockbox. Offer presentation on Thursday Feb 25th At 7pm LA Office pls register by 5pm.					
<b>Mortgage Comments:</b> Treat as Clear					
RE/MAX PROFESSIONALS INC., BROKERAGE Ph: 416-236-1241 Fax: 416-231-0563					
4242 Dundas St W Unit 9 Toronto M8X1Y6					
JODY THOMPSON, ABR, SRES, Salesperson 416-450-5900					
<b>Contract Date:</b> 2/16/2016		<b>Condition:</b>		<b>Ad:</b> Y	
<b>Expiry Date:</b> 5/30/2016		<b>Cond Expiry:</b>		<b>Escape:</b>	
<b>Last Update:</b> 2/17/2016		<b>CB Comm:</b> 2.5% + HST and Thanks		<b>Original:</b> \$549,000	

# TAB F

## APPENDIX F

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**CONFIDENTIAL**

# TAB G



## **APPENDIX G**

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**CONFIDENTIAL**

# TAB H

## APPENDIX H

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**CONFIDENTIAL**

# TAB I

## APPENDIX I

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**CONFIDENTIAL**



# TAB J

## APPENDIX J

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**CONFIDENTIAL**

# TAB K

## **APPENDIX K**

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**CONFIDENTIAL**

# TAB L

## APPENDIX L

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Court File No. CV-08-361644

**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,  
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

**AFFIDAVIT OF DANIEL WEISZ  
(Sworn on March 23, 2016)**

I, DANIEL WEISZ, of the City of Vaughan, in the Province of Ontario,  
**MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Senior Vice-President of Collins Barrow Toronto Limited (“**CBTL**”), 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 (the “**Receiver**”) and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. Attached hereto and marked as **Exhibit "A"** are detailed invoices (the "**Invoices**") issued by CBTL for fees and disbursements incurred by CBTL in the course of these proceedings between October 20, 2015 and March 18, 2016 (the "**Appointment Period**"). The total fees charged by CBTL during the Appointment Period were \$16,909.00 plus HST of \$2,198.18 for a total of \$19,107.18.
3. The Invoices are a fair and accurate description of the services provided and the amounts charged by CBTL.
4. Attached hereto and marked as **Exhibit "B"** is a schedule summarizing each invoice in Exhibit "A", the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.
5. I make this affidavit in support of a motion for an Order approving the Receiver's fees and disbursements and for no other or improper purpose.

SWORN BEFORE ME at the City of  
Toronto, in the Province of Ontario, on  
13<sup>th</sup> March, 2016.

  
\_\_\_\_\_  
Commissioner for Taking Affidavits  
(or as may be)

  
\_\_\_\_\_  
**DANIEL WEISZ**

# EXHIBIT "A"

## Detailed Invoices

This is Exhibit ..... A ..... referred to in the  
affidavit of ..... D. WEISZ .....  
sworn before me, this ..... 23<sup>rd</sup> .....  
day of ..... Mar ..... 20 16 .....

.....  
A COMMISSIONER FOR TAKING AFFIDAVITS



Collins Barrow Toronto Limited  
Collins Barrow Place  
11 King Street West  
Suite 700, PO Box 27  
Toronto, Ontario  
M5H 4C7 Canada

T. 416.480.0160  
F. 416.480.2646

www.collinsbarrow.com

To The Polish Alliance of Canada  
c/o Bogdan A. Kaminski  
204-3105 Dundas St. West  
Mississauga, ON L5L 3R8

To Polish Association of Toronto Limited et al  
c/o Bernie Romano Professional Corporation  
22 Goodmark Place, Suite 11  
Toronto, ON M9W 6R2

GST/HST: 80784 1440 RT 0001

**Attention: Mr. Bernie Romano**

Date March 3, 2016

Client File 111867  
Invoice 13  
No. C000219

For professional services rendered with respect to the appointment of Collins Barrow Toronto Limited as Court-appointed Receiver of Branch 1-7 of The Polish Alliance of Canada and Polish Association of Toronto Limited (the "Receiver") for the period October 20, 2015 to February 29, 2016.

Date	Professional	Description
10/28/2015	Daniel Weisz	Meet with T. Contractor to discuss work to be done.
10/30/2015	Daniel Weisz	Meet with T. Contractor to discuss real estate brokers proposals required.
11/2/2015	Daniel Weisz	Meet with T. Contractor on his discussions with realtors.
11/3/2015	Daniel Weisz	Exchange emails with P. Shea of Gowling Lafleur Henderson LLP ("Gowlings") regarding listing proposals.
11/4/2015	Daniel Weisz	Exchange emails with P. Shea; discussion with P. Shea on status.
11/16/2015	Daniel Weisz	Email to P. Shea regarding status of Branch position regarding listing house for sale.
11/18/2015	Daniel Weisz	Exchange emails with P. Shea.
11/23/2015	Daniel Weisz	Exchange emails with P. Shea regarding attending at the house; discussion with P. Shea regarding his attendance at the house; prepare affidavit of fees.
11/23/2015	Talib Contractor	Correspondence with real estate agent regarding property open house.
11/24/2015	Daniel Weisz	Review and update summary of activities; review proposal received from real estate agent and forward to P. Shea.
11/25/2015	Daniel Weisz	Discussion with P. Shea regarding proposal received with respect to sale of house; meet with T. Contractor on information required.
11/25/2015	Talib Contractor	Preparation of memo summarizing the Receiver's actions for sale of property; correspondence with real estate agent and obtaining listing agreement.
11/26/2015	Daniel Weisz	Review and update memo summarizing the Receiver's actions for sale of property and discussion with T. Contractor on same; attend at Gowlings and meet with P. Shea regarding swearing of affidavit of fees and discussing status.

March 3, 2016  
The Polish Alliance of Canada  
Invoice 13  
Page 2

Date	Professional	Description
11/30/2015	Daniel Weisz	Exchange emails with P. Shea regarding listing of Etobicoke house and listing agreement.
12/1/2015	Daniel Weisz	Discussion with P. Shea regarding listing agreement.
12/2/2015	Daniel Weisz	Review draft listing agreement for the property and email to P. Shea regarding same.
12/9/2015	Daniel Weisz	Discussion with P. Shea regarding listing agreement.
12/10/2015	Daniel Weisz	Review listing agreement and email to P. Shea regarding same; review P. Shea comments and meet with T. Contractor on same.
12/14/2015	Daniel Weisz	Discussion with P. Shea regarding status of listing agreement.
12/14/2015	Silvia Paredes	Prepare bank reconciliation.
1/8/2016	Silvia Paredes	Prepare bank reconciliation.
1/11/2016	Daniel Weisz	Review emails; review P. Shea proposed addendum to listing agreement and discussion with P. Shea regarding same; provide comments on addendum and email to P. Shea on same; update proposed agreement of purchase and sale and discussion with T. Contractor on same.
1/11/2016	Talib Contractor	Correspondence with Jody Thompson (Realtor) regarding listing agreement; correspondence with other realtors regarding commission rates.
1/12/2016	Daniel Weisz	Discussion with T. Contractor regarding next steps to be done with respect to listing agreement and email to P. Shea regarding same; meet with T. Contractor on status.
1/14/2016	Daniel Weisz	Review signed listing agreement from J. Thompson and email to P. Shea regarding same.
1/18/2016	Daniel Weisz	Discussion with T. Contractor on call he received from J. Thompson and discussion with P. Shea on same.
1/18/2016	Talib Contractor	Correspondence with realtor regarding listing agreement.
1/22/2016	Silvia Paredes	Prepare bank reconciliation.
1/27/2016	Daniel Weisz	Review correspondence from B. Romano regarding proposed listing price for the property, review email from B. Kaminski regarding same; call in to P. Shea.
1/28/2016	Daniel Weisz	Discussion with P. Shea regarding listing price for the property and discussion with T. Contractor on same and contacting the real estate broker; review and sign revised listing agreement and email to P. Shea regarding same.
1/28/2016	Talib Contractor	Discussion with D. Weisz regarding status and correspondence with realtor.
1/29/2016	Daniel Weisz	Email to P. Shea regarding listing of property.
2/1/2016	Daniel Weisz	Prepare for and attend conference call with J. Thompson and T. Contractor regarding sale of residential property, subsequent discussion with J. Thompson regarding FINTRAC check required to be performed and his discussion with P. Shea; update email to be sent to J. Thompson and email to P. Shea regarding same.
2/2/2016	Daniel Weisz	Finalize and send email to J. Thompson enclosing signed listing agreement; discussion with J. Thompson; review email from J. Thompson and email to P. Shea on same.
2/3/2016	Daniel Weisz	Compile and forward information requested by J. Thompson regarding listing of property by Collins Barrow Toronto Limited; discussion with J. Thompson and email to P. Shea.

March 3, 2016  
The Polish Alliance of Canada  
Invoice 13  
Page 3

Date	Professional	Description
2/8/2016	Daniel Weisz	Exchange emails with J. Thompson and P. Shea regarding J. Thompson request for access to premises and to create lockbox access.
2/9/2016	Daniel Weisz	Emails with J. Thompson and P. Shea regarding providing access to the property and keys to J. Thompson.
2/10/2016	Daniel Weisz	Email to J. Thompson regarding attending at property on Friday; email to J. Thompson and B. Romano regarding meeting scheduled for Friday.
2/12/2016	Daniel Weisz	Discussion with P. Shea; email to J. Thompson regarding meeting today at the property and listing of the property.
2/16/2016	Daniel Weisz	Review J. Thompson emails; discussion with J. Thompson; discussion with P. Shea and subsequent discussion with J. Thompson, review emails from J. Thompson; discussion with J. Thompson.
2/16/2016	Silvia Paredes	Prepare bank reconciliation.
2/17/2016	Daniel Weisz	Review emails; sign amendment to listing agreement regarding period of listing and email to J. Thompson on same; discussion with J. Thompson; exchange emails with J. Thompson; review listing sheet regarding property; discussion with P. Shea on various matters; review email from J. Thompson regarding property tax bill.
2/19/2016	Daniel Weisz	Review email from J. Thompson; discussion with J. Thompson regarding interest in the property and possible offer to be received.
2/22/2016	Daniel Weisz	Work on report to court; exchange emails with P. Shea regarding same.
2/23/2016	Daniel Weisz	Review information sent by J. Thompson and exchange emails with J. Thompson.
2/24/2016	Daniel Weisz	Review exchange of emails regarding sale of property.
2/26/2016	Daniel Weisz	Preliminary review of offers received; exchange emails with J. Thompson and P. Shea; conference call with J. Thompson and P. Shea to discuss the offers received and request for re-submission of certain offers.
2/29/2016	Daniel Weisz	Review emails from J. Thompson; review updated offers received.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

March 3, 2016  
 The Polish Alliance of Canada  
 Invoice 13  
 Page 4

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CIRP, LIT	Senior Vice President	19.00	\$ 495	\$ 9,405.00
Talib Contractor, CPA, CA	Senior Analyst	5.20	\$ 195	1,014.00
Silvia Paredes	Estate Administrator	0.95	\$ 110	104.50
<b>Total hours and professional fees</b>		<b>25.15</b>		\$ 10,523.50
HST @ 13%				1,368.06
<b>Total payable</b>				<b>\$ 11,891.56</b>

#### PAYMENT BY VISA ACCEPTED

VISA NUMBER \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of Collins Barrow Toronto Limited, Account No. 65-04918, Canadian Imperial Bank of Commerce  
 Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

**PLEASE RETURN ONE COPY WITH REMITTANCE**

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
 The Collins Barrow trademarks are used under license.



Collins Barrow Toronto Limited  
Collins Barrow Place  
11 King Street West  
Suite 700, PO Box 27  
Toronto, Ontario  
M5H 4C7 Canada

**To** The Polish Alliance of Canada  
c/o Bogdan A. Kaminski  
204-3105 Dundas St. West  
Mississauga, ON L5L 3R8

T. 416.480.0160  
F. 416.480.2646

www.collinsbarrow.com

**To** Polish Association of Toronto Limited et al  
c/o Bernie Romano Professional Corporation  
22 Goodmark Place, Suite 11  
Toronto, ON M9W 6R2

GST/HST: 80784 1440 RT 0001

**Attention: Mr. Bernie Romano**

**Date** March 21, 2016

**Client File** 111867  
**Invoice** 14  
**No.** C000232

For professional services rendered with respect to the appointment of Collins Barrow Toronto Limited as Court-appointed Receiver of Branch 1-7 of The Polish Alliance of Canada and Polish Association of Toronto Limited (the "Receiver") for the period March 1, 2016 to March 18, 2016.

<b>Date</b>	<b>Professional</b>	<b>Description</b>
3/1/2016	Daniel Weisz	Review emails regarding sale of property.
3/3/2016	Daniel Weisz	Review clauses of offer from Gowling Lafleur Henderson LLP ("Gowlings"); review offer from purchaser, update clauses and finalize counter-offer, sign, and forward same to J. Thompson (Realtor).
3/4/2016	Daniel Weisz	Review exchange of emails regarding offer not proceeding, discussion with P. Shea of Gowlings on same; review second offer, discussion with J. Thompson on same; email to P. Shea.
3/7/2016	Daniel Weisz	Update and sign back second offer, discussions with P. Shea and J. Thompson regarding same; review and execute Confirmation of Co-Operation and Representation and forward to J. Thompson; review emails from J. Thompson and P. Shea and respond to same.
3/8/2016	Daniel Weisz	Discussion with P. Shea and J. Thompson regarding status of sale of property; attend conference call with J. Thompson, L. Ambler, P. Shea regarding re-listing of the property.
3/9/2016	Daniel Weisz	Discussion with J. Thompson regarding execution of new listing agreement; review Cancellation of Listing Agreement; review and sign Cancellation of Listing Agreement and new listing agreement; discussion with P. Shea on status.
3/10/2016	Daniel Weisz	Review email; discussion with P. Shea regarding status of sale of the property and broker position; discussion with L. Ambler and J. Thompson regarding their position on listing agreement; discussion with T. Thompson of HUB regarding insurance enquiry.
3/11/2016	Daniel Weisz	Discussion with J. Thompson and email to P. Shea regarding same, subsequent discussions with J. Thompson regarding listing agreement; review drafts of



Date	Professional	Description
		instructions to buyers and related schedules and provide comments to J. Thompson, discussion with P. Shea on same.
3/12/2016	Daniel Weisz	Exchange emails with J. Thompson regarding listing.
3/14/2016	Daniel Weisz	Email to J. Thompson and subsequent discussion with J Thompson; exchange emails with J. Thompson regarding his request for matter to be addressed at the property.
3/15/2016	Daniel Weisz	Exchange emails with J. Thompson regarding the property and matter to be addressed therein.
3/16/2016	Daniel Weisz	Review summary of offers received, email to P. Shea regarding same; review signed listing agreement received, review offers received and discussion with P. Shea on same; review proposed offer to accept and discussion with, and email to J. Thompson regarding changes to be made to offer for it to be considered; update report to Court; discussion with J. Thompson regarding his discussion with A. Flis regarding status of property within the house; exchange emails with P. Shea.
3/17/2016	Daniel Weisz	Exchange emails with J. Thompson regarding status of the offer from the purchaser; review revised offer submitted; discussion with J. Thompson on same and send email to J. Thompson.
3/18/2016	Daniel Weisz	Review final agreement of purchase and sale and sign, email to J. Thompson and the purchaser enclosing same; update report to court and forward draft to P. Shea; email to P. Shea regarding items at property; discussions with J. Thompson and the purchaser; exchange emails with P. Shea.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

March 21, 2016  
 The Polish Alliance of Canada  
 Invoice 14  
 Page 3

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CIRP, LIT	Senior Vice President	12.90	\$ 495	\$ 6,385.50
<b>Total hours and professional fees</b>		<b>12.90</b>		\$ 6,385.50
HST @ 13%				830.12
<b>Total payable</b>				<b>\$ 7,215.62</b>

#### PAYMENT BY VISA ACCEPTED

VISA NUMBER \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of Collins Barrow Toronto Limited, Account No. 65-84918, Canadian Imperial Bank of Commerce  
 Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

**PLEASE RETURN ONE COPY WITH REMITTANCE**

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### EXHIBIT "B"

#### Calculation of Average Hourly Billing Rates of Collins Barrow Toronto Limited for the Appointment Period

Invoice No.	Billing Period	Fees	Disb.	Subtotal	HST	Hours	Ave. Hourly Rate	Total
1	October 20, 2015 to February 29, 2016	\$10,523.50	\$0.00	\$10,523.50	\$1,368.06	25.15	\$418.43	\$11,891.56
2	March 1 to 31, 2016	6,385.50	0.00	6,385.50	830.12	12.90	495.00	7,215.62
<b>Total</b>		<b>\$16,909.00</b>	<b>\$0.00</b>	<b>\$16,909.00</b>	<b>\$2,198.18</b>	<b>38.05</b>	<b>\$444.39</b>	<b>\$19,107.18</b>

This is Exhibit B referred to in the  
 affidavit of D. WEISZ  
 sworn before me, this 23<sup>rd</sup>  
 day of MARCH, 20 16

.....  
 A COMMISSIONER FOR TAKING AFFIDAVITS

THE POLISH ALLIANCE OF CANADA

-and- POLISH ASSOCIATION OF TORONTO LIMITED, et al

Plaintiff

Defendants

Court File No. CV-08-361644

**ONTARIO  
SUPERIOR COURT OF JUSTICE**  
  
**PROCEEDING COMMENCED AT  
TORONTO**

**AFFIDAVIT OF DANIEL WEISZ  
(SWORN March 23, 2016)**

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

# TAB M

## APPENDIX M

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Court File No.: CV-08-361644

**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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**AFFIDAVIT OF C. HADDON MURRAY  
(sworn March 23, 2016)**

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**I, C. HADDON MURRAY**, of the City of Toronto, in the Province of Ontario, **MAKE**

**OATH AND SAY:**

1. I am an Associate at the law firm of Gowling WLG (Canada) LLP (“**Gowling WLG**”), formerly Gowling Lafleur Henderson LLP. Gowling WLG is counsel to 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 and as such have personal knowledge of the matters herein deposed.

2. My knowledge of the amount of Gowling WLG’s WIP comes from my review of our accounts and from information provided to me by E. Patrick Shea, the partner at Gowling WLG responsible for the representation of the Receiver.
3. Gowling WLG has WIP of \$18,170.00. A Bill of Costs detailing Gowling WLG’s WIP is attached as **Exhibit “A”**.
4. Gowling WLG professional fees were calculated based on the standard hourly rates of the professionals that incurred time in connection with the receivership.
5. I am swearing this Affidavit in support of a Motion seeking, *inter alia*, approval for the Receiver’s professional fees and disbursements, which disbursements include the professional fees and disbursements of Gowling WLG.

**SWORN** before me at the City of Toronto,  
 in the Province of Ontario,  
 this 23 day of March, 2016.

\_\_\_\_\_  
 A Commissioner for Taking Affidavits, etc.

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**C. HADDON MURRAY**



**THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF  
HADDON MURRAY, SWORN BEFORE ME ON  
MARCH 23, 2016**



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**A COMMISSIONER FOR TAKING OATHS**

### Bill of Costs

16 Oct 15	P Shea	Prepare Supplemental Brief and review law for (opposed) fee approval motion	2.8	\$650	\$1820.00
19 Oct 15	P Shea	Prepare for and attend before Court re approval of fees	4.6	\$650	\$2,990.00
21 Oct 15	P Shea	Communications with client, B Romano and B Kaminski re procedure for listing property; engaged re development of sales process	1.4	\$650	\$910.00
22 Oct 15	P Shea	Communications with B Kaminski re listing	0.1	\$650	\$65.00
26 Oct 15	P Shea	Communications with B Romano and B Kaminski re listing of property	0.1	\$650	\$65.00
3 Nov 15	P Shea	Exchange with D Weisz re listing proposal for property	0.2	\$650	\$130.00
4 Nov 15	P Shea	Communications with D Weisz re listing	0.3	\$650	\$195.00
16 Nov 15		Communications with D Weisz re PATL position re listing	0.2	\$650	\$130.00
18 Nov 15	P Shea	Communications with D Weisz re listing; receive and review Notice of Appeal from B Kaminski; communications with B Romano re appeal	0.6	\$650	\$390.00
19 Nov 15	P Shea	Communications with D Weisz and B Romano re listing	0.2	\$650	\$130.00
20 Nov 15	P Shea	Communications re access to property	0.1	\$650	\$65.00
22 Nov 15	P Shea	Communications with B Romano re access to property; communications with D Weisz	0.1	\$650	\$65.00
23 Nov 15	P Shea	Communications with D Weisz	0.3	\$650	\$195.00
23 Nov 15	P Shea	Attendance at house with real estate agent;	3.5	\$400*	\$1,400.00
25 Nov 15	P Shea	Communications with D Weisz re listing proposal;	0.5	\$650	\$325.00
26 Nov 15	P Shea	Engaged re Receiver's fee affidavit; office meeting with D Weisz; communications re listing	0.4	\$650	\$260.00
27 Nov 15	P Shea	Communications with B Romano and communications with D Weisz; review terms of order re request for charge' prepare affidavit re fees	0.9	\$650	\$585.00
30 Nov 15	P Shea	Communications with D Weisz re listing of property; prepare costs submission	1.5	\$650	\$975.00
30 Nov 15	M McHughan	Discussion re listing agreement	0.2	\$875	\$175.00
1 Dec 15	P Shea	Communications with S Willard re listing of	0.2	\$650	\$130.00

		property			
1 Dec 15	S Willard	Communications with P Shea re listing proposal; review and comment on listing	0.4	\$700	\$280.00
2 Dec 15	P Shea	Communications with D Weisz re listing agreement;	0.3	\$650	\$195.00
9 Dec 15	P Shea	Engaged re listing; communications from B Romano re appeal	0.2	\$650	\$130.00
10 Dec 15	P Shea	Communications with D Weisz re listing proposal; receive and review listing agreement, and provide comments; receive and review cost submission from B Romano	0.5	\$650	\$325.00
14 Dec 15	P Shea	Communications with D Weisz re listing	0.2	\$650	\$130.00
17 Dec 15	P Shea	Communications re appeal	0.1	\$650	\$65.00
8 Jan 15	P Shea	Receive and review costs decision	0.2	\$650	\$130.00
11 Jan 16	P Shea	Engaged re Schedule to listing agreement to reflect nature of sale	0.5	\$650	\$325.00
12 Jan 16	P Shea	Communications with D Weisz re listing	0.1	\$650	\$65.00
18 Jan 16	P Shea	Communications with D Weisz re listing	0.1	\$650	\$65.00
21 Jan 16	P Shea	Communications re appeal	0.2	\$650	\$130.00
22 Jan 16	P Shea	Receive communications from B Romano with comparable	0.2	\$650	\$130.00
28 Jan 15	P Shea	Communications with D Weisz re listing	0.1	\$650	\$65.00
1 Feb 16	P Shea	Communications with D Weisz and broker re legal requirements re sale by receiver and nature of transaction; communications re appeal	0.8	\$650	\$520.00
2 Feb 16	P Shea	Communications with D Weisz; communications re appeal; communications re listing	0.3	\$650	\$195.00
3 Feb 16	P Shea	Communications with D Weisz	0.1	\$650	\$65.00
8 Feb 16	P Shea	Communications with D Weisz	0.2	\$650	\$130.00
9 Feb 16	P Shea	Communications re access to property	0.1	\$650	\$65.00
12 Feb 16	P Shea	Communications with D Weisz	0.1	\$650	\$65.00
16 Feb 16	P Shea	Communications re appeal; communications re listing; telephone call with CA office re potential conflict based on student; letter to CA office	0.6	\$650	\$390.00
17 Feb 16	P Shea	Communications re appeal; communications re	0.3	\$650	\$195.00

		listing; Communications with D Weisz			
22 Feb 16	P Shea	Communications with D Weisz re sale transaction and structure; communications with listing broker	0.2	\$650	\$130.00
24 Feb 16	P Shea	Communications re scheduling; communications re closing of transactions; communications with broker re sale; Communications with CA	0.3	\$650	\$195.00
25 Feb 16	P Shea	Communications with client re logistics of closing and timing	0.2	\$650	\$130.00
26 Feb 15	P Shea	Receive and review offers; communications with B Romano re offers; Communications with D Weisz	0.5	\$650	\$325.00
29 Feb 16	P Shea	Telephone conference with CA; communications with B Romano re offers; communications with broker re offers	0.5	\$650	\$325.00
2 Mar 16	P Shea	Communications re appeal	0.1	\$650	\$65.00
3 Mar 16	P Shea	Engaged re revised clauses for offer to reflect sale by Receiver	0.6	\$650	\$390.00
4 Mar 16	P Shea	Communications re failure of offer; consideration of potential remedies against purchaser	1.3	\$650	\$845.00
7 Mar 15	P Shea	Communications with client re re-listing	0.3	\$650	\$195.00
10 Mar 15	P Shea	Communications with client	0.1	\$650	\$65.00
11 Mar 15	P Shea	Communications with D Weisz and listing agent	0.4	\$650	\$260.00
15 Mar 16	P Shea	Communications re offers	0.2	\$650	\$130.00
16 Mar 16	P Shea	Receive and review offers; telephone exchange with lawyer for purchaser re amendments and closing; communications with client re amendments	0.5	\$650	\$325.00
17 Mar 16	P Shea	Engaged re revised offer for property	0.2	\$650	\$130.00
<b>TOTAL</b>					<b>\$18,170.00</b>

\* Hourly rate reduced to reflect nature of task.

TOR\_LAW\8910440\1

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)

**FOURTH REPORT OF THE RECEIVER**  
**(dated 23 March 2016)**

**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**

**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)**

**MOTION RECORD  
(RETURNABLE 1 APRIL, 2016)**

**GOWLING WLG (CANADA) 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