

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR

)

FRIDAY, THE 1st

JUSTICE MYERS

)

DAY OF APRIL, 2016

)



BETWEEN:

THE POLISH ALLIANCE OF CANADA

Plaintiff

- and -

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

Defendants

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 **Polish Association of Toronto Limited and Branch 1-7** (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 Carla Dovigo, Franca Dovigo, Jessie Ward and Patrick Ryan Ward (the "**Purchasers**") dated 15 March 2016 (as amended by the Amendment dated 28 March 2016) and appended to the Report of the Receiver dated 23 March

2016 and the Supplemental Report of the Receiver dated 30 March 2016 (together, the “**Report**”), and vesting in the Purchasers 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 Toronto, Ontario.

ON READING the Report, and on hearing the submissions of counsel for the Receiver, the Applicant and the Debtor:

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 Purchasers.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver’s certificate to the Purchasers 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 Purchasers, as set out in **Schedule C**, 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 Myers dated 20 June 2014; 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 D**) 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 Toronto of a Transfer/Deed of Land or Document General in the form

prescribed by the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchasers as the owners of the subject real property identified in **Schedule B** hereto (the “**Real Property**”) in fee simple, as set out in **Schedule C**, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule E** 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 Purchasers 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.



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

APR - 6 2016

PER / PAR: 

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,
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

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr Justice Myers of the Ontario Superior Court of Justice (the “**Court**”) dated 20 June 2014, Collins Barrow Toronto Limited was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of Polish Association of Toronto Limited and Branch 1-7 (the “**Debtor**”).

B. Pursuant to an Order of the Court dated 1 April 2016, the Court approved the agreement of purchase and sale dated 15 March 2016 (as amended by the Amendment dated 28 March 2016) (the “**Sale Agreement**”) between the Receiver, and Carla Dovigo, Franca Dovigo, Jessie Ward and Patrick Ryan Ward (the “**Purchasers**”) and provided for the vesting in the Purchasers 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 Purchasers of a certificate confirming (i) the payment by the Purchasers of the Purchase Price for

the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; 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 Purchasers have 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 the Sale Agreement have been satisfied or waived by the Receiver and the Purchasers; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at ____ [TIME] on ____ April 2016.

**COLLINS BARROW TORONTO LIMITED,
in its capacity as Receiver of the undertaking,
property and assets of Polish Association of
Toronto Limited and Branch 1-7, and not in
its personal capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Assets

PT LT 98, PL 1571, as in EB462486, Etobicoke, City of Toronto

PIN 07597-0012 (LT)

Schedule C – Ownership

DOVIGO, Carla d.o.b. June 16, 1964

DOVIGO, Franco d.o.b. November 29, 1964

As joint tenants - as to an undivided 50% interest

-and-

WARD, Jessie d.o.b. May 18, 1981

WARD, Patrick Ryan d.o.b. July 25, 1980

As joint tenants - as to the remaining undivided 50% interest

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

(unaffected by the Vesting Order)

Registration Number	Date	Instrument Type
E317117	2000/03/27	Notice re Pearson Airport Zoning Regulation

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

Registration Number	Date	Instrument Type
AT1888548	2008/09/05	Certificate of Pending Litigation

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
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