

**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

**MOTION RECORD
(RETURNABLE 1 FEBRUARY 2018)**

Date: 29 January 2018

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto, Ontario M5X 1G5

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

TO: BERNIE ROMANO PROFESSIONAL CORPORATION

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AND TO: BOGDAN A. KAMINSKI

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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 February 2018 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. Such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

1. The grounds set forth in the Seventh Report of the Receiver dated 10 October 2017.

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 Seventh Report dated 10 October 2017; and
2. Such further and other evidence as this Honourable Court may permit.

29 January 2018

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

TAB A

SCHEDULE "A"

Court File No.: CV-08-361644

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) _____ **DAY, THE** _____ **DAY**
)
JUSTICE) **OF FEBRUARY 2018**

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
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HELENA JASLAN, EUGENIUSZ SKIBICKI, CZESLAWA ERICKSEN, STANISLAW
ROGOZ aka STAN ROGOZ, ALBERT JOSEPHFLIS AND RICHARD RUSEK**

Defendants

ORDER

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

ON READING the Seventh Report of the Receiver dated 10 October 2017 (the "**Seventh Report**"), and on hearing the submission of counsel for the Receiver, the Plaintiff and the Defendants (other than Richard Rusek);

1. **THIS COURT ORDERS** that the Receiver's final accounts and those of its counsel as described in the Seventh Report be and are hereby approved.
2. **THIS COURT ORDERS** that the Receiver's actions and activities as set out in the Fifth Report dated 28 April 2016, the Sixth Report dated 23 August 2016 and the Seventh Report be and hereby approved.

DRAFT

BETWEEN:

THE POLISH ALLIANCE OF CANADA
-Plaintiff-

v.

POLISH ASSOCIATION OF TORONTO LIMITED, et al
-Defendants-

ONTARIO
SUPERIOR COURT OF JUSTICE

(PROCEEDING COMMENCED AT TORONTO)

ORDER

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Court Appointed Receiver and Manager

BETWEEN:

THE POLISH ALLIANCE OF CANADA
-Plaintiff-

v.

POLISH ASSOCIATION OF TORONTO LIMITED, et al
-Defendants-

ONTARIO
SUPERIOR COURT OF JUSTICE

(PROCEEDING COMMENCED AT TORONTO)

NOTICE OF MOTION

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Solicitors for Collins Barrow Toronto Limited,
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

SEVENTH REPORT OF THE RECEIVER
(dated as of October 10, 2017)

I. INTRODUCTION

1. This is the Seventh Report ("**Seventh 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 Receiver was appointed on June 20, 2014 pursuant to the Appointment Order, a copy of which is attached as **Appendix "A"** to this Seventh Report.
2. As of the date of the Receiver's appointment, the property owned by PATL included (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**"), which has been subsequently sold by the Receiver.

3. The activities of the Receiver are set out in the First Report through Sixth Report of the Receiver previously filed with the Court.
4. Pursuant to a Judgment dated November 21, 2016, the Ontario Superior Court of Justice determined that the members of PATL were entitled to leave PAC and to take the Property. PAC appealed and on July 5, 2017, the Court of Appeal dismissed PAC's appeal.
5. The Receiver has completed its mandate as Receiver and now wishes to obtain its discharge as Receiver.
6. The purpose of this Seventh Report is to:
 - (a) seek the Court's approval of the Fifth Report, the Sixth Report and the Seventh Report and the Receiver's conduct and activities described therein;
 - (b) provide the Court with a summary of the Receiver's cash receipts and cash disbursements for the period June 20, 2014 to September 26, 2017;
 - (c) seek an order to pay to PATL the Cash on Hand, plus any future interest earned thereon;
 - (d) seek an order approving the fees and disbursements of the Receiver and of its legal counsel, Gowling WLG (Canada) LLP ("**Gowlings**") for the period ending September 26, 2017 and September 19, 2017, respectively, and estimated to completion, and authorizing and directing the Receiver to pay those accounts from the Retainer (as defined later herein);
 - (e) seek an order authorizing and directing the Receiver to pay to PATL the Unused Retainer (as defined later herein); and

- (f) seek an order discharging CBTL from the powers, duties and obligations attendant to its appointment as Receiver.

II. TERMS OF REFERENCE

7. In preparing this Seventh 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 Seventh 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 Canadian Auditing 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.
8. Defined terms in this Seventh Report have, unless indicated otherwise herein, the same meanings as set out in the First Report, the Second Report, the Third Report, the Fourth Report, the Fifth Report and the Sixth Report.
9. Unless otherwise stated, all dollar amounts contained in the Seventh Report are expressed in Canadian dollars.

III. FUNDS IN THE POSSESSION OF THE RECEIVER

10. In accordance with the Endorsement of the Court made on May 2, 2016 (the "**May 2016 Endorsement**"), on May 6, 2016, the Receiver distributed \$145,112.85 to Bernie Romano Professional Corp. In Trust for PATL ("**Romano**"). A copy of the May 2016 Endorsement is attached as **Appendix "B"** to this Seventh Report. A copy of the Receiver's correspondence to Romano,

together with a schedule setting out the calculation of the \$145,112.85 but excluding a copy of the cheque, is attached as **Appendix "C"** to this Seventh Report.

11. In addition and in accordance with the May 2016 Endorsement, the Receiver held back \$30,000 from the net proceeds of sale. As set out below, the Receiver is in a position to distribute the remaining funds in its possession to PATL.

IV. DISTRIBUTION OF FUNDS HELD BY THE RECEIVER

12. Attached as Appendix "D" is the Receiver's Interim Statement of Receipts and Disbursements ("**R&D**") for the period June 20, 2014 to September 26, 2017. As set out on the R&D, the excess of receipts over disbursements as at September 26, 2017 is \$33,716 ("**Cash on Hand**").

13. The Receiver proposes to pay the Cash on Hand, plus any future interest earned thereon, to PATL.

V. PROFESSIONAL FEES

14. The Receiver's accounts for the period March 19, 2016 to September 26, 2017 total \$11,985.50 in fees and disbursements plus HST of \$1,558.12 for a total amount of \$13,543.62 (the "**Receiver's Account**"). A copy of the Receiver's Account, together with a summary of the account, the total billable hours charged per the account, and the average hourly rate charged per the account, is set out in the Affidavit of Daniel Weisz sworn October 10, 2017 that is attached as **Appendix "E"** to this Seventh Report. For the period subsequent to September 26, 2017, the Receiver estimates that it will incur \$3,390.00 (inclusive of HST) in order to complete its administration of the receivership.

15. The accounts of the Receiver's counsel, Gowlings, total \$2,080.00 in fees and \$270.40 in HST for a total of \$2,350.40 (the "**Gowlings Accounts**") for the period ending September 19, 2017. 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 Evan Stitt sworn October 5, 2017 is attached as **Appendix "F"** to this Seventh Report. For the period subsequent to September 19, 2017, Gowlings estimates that it will incur \$2,260.00 (inclusive of HST) in order to complete its work in connection with the receivership.

VI. **RETAINER PAID BY PAC TO THE RECEIVER**

16. Paragraph 18 of the Appointment Order states that by no later than June 24, 2014, the PAC was to provide a retainer of \$25,000 plus HST to the Receiver to be held by the Receiver to be applied against its final account. On June 26, 2014, the Receiver received the sum of \$25,000 from PAC (the "**Retainer**"). The Retainer has not to date been used by the Receiver. The Receiver's Accounts and the Gowlings Accounts, including projected costs to complete of \$5,650.00 (inclusive of HST), total \$21,544.02 (collectively, the "**Accounts**"). The Receiver proposes to pay the Accounts from the Retainer. Following payment of the Accounts, assuming the Accounts are approved by the Court, the unused portion of the Retainer will be \$3,455.98 (the "**Unused Retainer**").
17. The fact that there will remain an unused portion of the Retainer relates to the timing of the rendering of the Receiver's and Gowlings' accounts during the course of this receivership proceeding. Had the Receiver and Gowlings not rendered invoices at earlier dates during the course of this receivership proceeding, their respective final billings would have been higher than the amount of the Retainer, which would have resulted in the full amount of the Retainer being used to pay those accounts.
18. Accordingly, the Receiver is of the view that any unpaid portion of the Retainer should be paid to PATL.

VII. **REQUEST OF THE COURT**

19. The Receiver respectfully requests that the Court grant an Order which:

- i) approves the Fifth Report, the Sixth Report and the Seventh Report and the activities of the Receiver described therein;
- ii) approves the Accounts and authorizes and directs the Receiver to pay the Accounts from the Retainer and to pay the Unused Retainer to PATL;
- iii) approves the R&D and authorizes and directs the Receiver to pay to PATL the Cash on Hand, plus any future interest earned thereon; and
- iv) discharges CBTL from the powers, duties and obligations attendant to its appointment as Receiver.

VIII. CONCLUSION

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

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 10th day of October, 2017

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

Per: _____

Daniel Weiss
SENIOR VICE-PRESIDENT

TAB A

APPENDIX A

Court File No. CV-08-361644

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) FRIDAY, THE 20TH
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 as ^{interim} receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Branch 1-7 of The Polish Alliance of Canada and Polish Association of Toronto, Limited (the "Branch and Corporate Defendant") acquired for, or used in relation to the businesses, services and enterprises carried on by the Branch and Corporate Defendant, was heard this day at 361 University Avenue, Toronto, Ontario.

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 validated² so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

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").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business, services or enterprise of the Branch and Corporate Defendant, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Branch or Corporate Defendant;
- (d) to engage consultants, ^{property managers} appraisers, agents, ~~experts, auditors, accountants,~~ managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such ~~machinery, equipment, inventories, supplies,~~ premises or other assets to continue the business, services or enterprises of the Branch and Corporate Defendant or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing in respect of the Property and to exercise all remedies of the Branch or Corporate Defendant in collecting such monies, including, without limitation, to enforce any security held by the Branch or Corporate Defendant;
- ~~(g) to settle, extend or compromise any indebtedness owing to in respect of the Property;~~
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the

name and on behalf of the Branch or Corporate Defendant, for any purpose pursuant to this Order;

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

~~(k) 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;

~~(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.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO INTERFERENCE WITH THE RECEIVER

8. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Branch or Corporate Defendant in respect of the Property, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

9. THIS COURT ORDERS that all Persons having oral or written agreements with the Branch or Corporate Defendant or statutory or regulatory mandates for the supply of goods and/or services to the Property, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Branch or Corporate Defendant are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Branch or Corporate Defendant's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Branch or Corporate Defendant or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

10. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this

Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

¶1. 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 *and any one affected by the exercise or proposed exercise of the Receiver's powers* may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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.

Remove - (c) to hold what has been made in my name

PLA ADD SCHEDULE (B) M

Order to leave in this form M to O. 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" ✓



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

THIS COURT ORDERS that despite anything in this Order, Mr. Bernie Romano may retain possession of all Property that is currently in his possession on his undertaking to turn such material over to the Receiver or Branch 1-7 of the Polish Alliance of Canada upon the time for appeal from the Order of Justice F. Myers dated May 27, 2014 expiring without an appeal being brought or, if an appeal 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.

ALB
June 20/14

THE POLISH ALLIANCE OF CANADA

and
PLAINTIFF

POLISH ASSOCIATION OF TORONTO LIMITED, ET AL.
DEFENDANTS

(Short title of proceeding)

Court file no. CV 08-361644

**ONTARIO SUPERIOR
COURT OF JUSTICE**

Proceeding commenced at Toronto

ORDER (Appointing receiver)

Name, address and telephone number of solicitor or party

Peter I. Waldmann [LSUC # 23289M]

Barrister and Solicitor

183 Augusta Avenue

Toronto, Ontario M5T 2L4

tel: (416) 921-3185

fax: (416) 921-3183

Lawyer for the Plaintiff.

The Polish Alliance of Canada

TAB B

APPENDIX B

MAY 2/16

- P Shaw for Revenue
- B Norman for PATL
- B Kowitz for PAH

The PATL and PAC agree that the Revenue's fees for the sale of a residential property are disproportionate. But the Revenue was not functioning just as a conveying lawyer. It was a second valuator enforcing its duty. It is entitled to be paid for its time under the appointed order, if reasonable + suited to record the rates. Plus, while title of vesty order is perhaps better title than in a normal house sale, it is also unusual and required added work to explain to agents and counsel on all sides of the deal. In my view the fees a distributed ~~claim~~ of the Revenue and its counsel are fair & reasonable. The success of the sale benefits both the buyer and market & then effort.

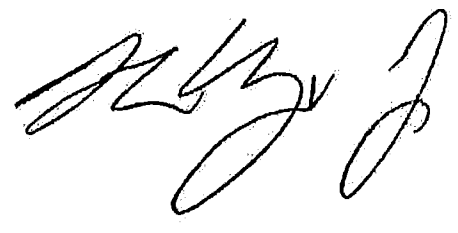
PAC has not opposed the set proceeds being ^{the Revenue's interest on estate of} paid over to PATL. So original ~~offer~~ PAC and PATL object to the Revenue's request to be paid a total in trust of \$30,000 on account of future fees. The Revenue's involvement is likely

limited & but neither PATE nor PPR has
 passed the Review in its efforts to date despite
 the terms of the Appointed Order. Self assets
 to pay a Review is very unusual ~~of~~ and
 reflects these particular parties' ongoing
 intransigence despite opportunities to save
 costs ~~of~~ ^{by} agreeing to pay the Review its due
 fees & disbursements.

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

The Review further supply further reports
 and the instructions described herein are
 approved.

PATL and PATL shall cooperate on a
 schedule for PATL to move separate for
 an order granted by its entitlement to
 indemnity for fees & disbursements of the lawyer
 or other costs as ordered in this proceeding. If
 the council cannot agree on a schedule,
 my Assisted can be contacted to set up
 a case conference with R. 50.13 for
 5 weeks. The Review need not participate
 in this motion.



TAB C

APPENDIX C



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

T. 416.480.0160
F. 416.480.2646

www.collinsbarrow.com

May 6, 2016

Bernie Romano Professional Corporation
Barristers and Solicitors
22 Goodmark Place, Suite 11
Toronto, ON M9W 6R2

Attention: Mr. Bernie Romano

Dear Sirs,

PAC vs. PATL et al

With reference to the endorsement of Justice Myers made on May 2, 2016, enclosed please find a cheque in the amount of \$145,112.85 payable to Bernie Romano Professional Corp. In Trust for PATL representing the amount payable pursuant to the aforementioned endorsement.

We enclose for your reference a schedule setting out the calculation of the \$145,112.85.

Should you have any questions or require any additional information, please do not hesitate to contact the undersigned.

Yours truly,

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



Per: **Daniel R. Weisz, CPA, CA, CIRP, LIT**
Senior Vice President

cc: Patrick Shea, Gowlings WLG

**Sale of 32 Twenty Fourth Street, Toronto
Disposition of Sale Proceeds**

Purchase price		\$ 586,500.00
Less: Deposit		(20,000.00)
Adjustments:		
Realty taxes		147.78
Water account		386.80
Balance paid on closing		<u>\$ 567,034.58</u>
Balance paid to Receiver		\$ 567,034.58
Less: Professional fees (including HST)		
Receiver's fees	\$ 155,311.77	
Legal fees	190,460.88	
Commission payable to Re/Max	26,509.81	
Less: commission paid from Deposit	<u>(20,000.00)</u>	
Total professional fees		<u>(352,282.46)</u>
Balance invested in short term investment		\$ 214,752.12
Less: Receiver's fees to March 18, 2016 (Invoices # 13 & 14)	19,107.17	
Legal fees to March 17, 2016	20,532.10	
Holdback	30,000.00	<u>(69,639.27)</u>
Balance to be paid to PATL		<u>\$ 145,112.85</u>

TAB D

APPENDIX D

Collins Barrow Toronto Limited
Court Appointed Receiver and Manager of
Branch 1-7 of the Polish Alliance of Canada and
Polish Association of Toronto, Limited
Receiver's Interim Statement of Receipts and Disbursements
For the period June 20, 2014 to September 26, 2017

Receipts

Rental income - tenants	\$	12,700
Rental income - parking		6,005
Rental income - facilities		22,635
Cost award from Polish Alliance of Canada		3,500
Sale of property - 32 Twenty Fourth St.		587,035
Interest earned		238

Total receipts	\$	<u>632,113</u>
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Disbursements

Transfer to PATL account	\$	41,355
Surplus sale proceeds paid to PATL		145,113
Commission payable on sale of property		23,460
Legal fees		186,749
Receiver's fees (to March 18, 2016)		154,353
HST paid		47,360
Bank charges		7

Total disbursements	\$	<u>598,396</u>
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Excess of Receipts over Disbursements	\$	<u><u>33,716</u></u>
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This Appendix forms part of the Receiver's report to the Court dated October 10, 2017 and should only be read in conjunction therewith.

TAB E

APPENDIX E

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 October 10, 2017)**

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

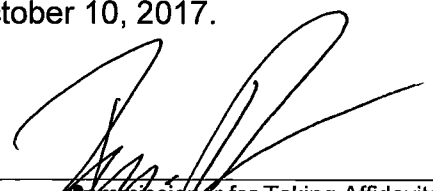
1. I am a Senior Vice-President of Collins Barrow Toronto Limited ("CBTL"), in its capacity as Court-appointed receiver and manager of Branch 1-7 of The Polish Alliance of Canada and Polish Association of Toronto, Limited (the "Receiver") and, as such, I have knowledge of the matters to which I hereinafter 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"** is a detailed invoice (the "**Invoice**") issued by CBTL for fees and disbursements incurred by CBTL in the course of these proceedings between March 19, 2016 and September 26, 2017 (the "**Appointment Period**"). The total fees charged by CBTL during the Appointment Period were \$11,985.50 plus HST of \$1,558.12 for a total of \$13,543.62. The average hourly rate charged per the Invoice is \$436.63.

3. The Invoice is a fair and accurate description of the services provided and the amounts charged by CBTL.

4. 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 October 10, 2017.



Commissioner for Taking Affidavits
Province of Ontario, for Collins Barrow
Toronto LLP and Collins Barrow Toronto
Limited. Expires June 8, 2019.

}



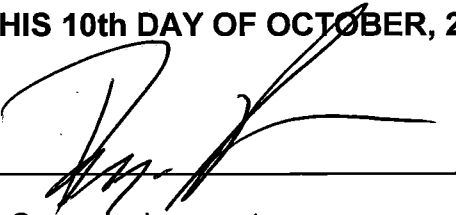
DANIEL WEISZ

EXHIBIT "A"

Detailed Invoice

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF DANIEL WEISZ SWORN BEFORE ME**

THIS 10th DAY OF OCTOBER, 2017



A Commissioner, etc.
Bryan Allen Tannenbaum, a Commissioner, etc.,
Province of Ontario, for Collins Barrow
Toronto LLP and Collins Barrow Toronto
Limited. Expires June 8, 2019.



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

toronto.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 September 27, 2017

Client File 111867

Invoice 15

No. C000536

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 19, 2016 to September 26, 2017.

Date	Professional	Description
3/21/2016	Daniel Weisz	Exchange emails with P. Shea of Gowling WLG (Canada) LLP (" Gowlings ") regarding court hearing date with respect to request for approval re sale of house; review amended page 1 received, send back final completed agreement; discussion with J. Thompson (Realtor) regarding confirmation of acceptance required, sign same and re-send complete agreement of purchase and sale; discussion with J. Ward; review P. Shea comments on draft report to court, update report to court; review summary of activities; prepare affidavit of fees.
3/22/2016	Daniel Weisz	Filing of emails; exchange emails with P. Shea regarding finalization of report.
3/23/2016	Daniel Weisz	Work on report to Court.
3/28/2016	Daniel Weisz	Discussion with P. Shea regarding finalization of motion record regarding April 1 application to court; review requested amendment to the agreement of purchase and sale, email to P. Shea re same, J. Thompson re same; sign amendment to agreement of purchase and sale and email same to purchaser.
3/29/2016	Daniel Weisz	Draft supplemental report to Fourth Report.
3/30/2016	Daniel Weisz	Review Fintrac information request from J. Thompson and reply to same; exchange emails with J. Thompson; finalize supplementary report and forward report to P. Shea.
4/5/2016	Daniel Weisz	Discussion with P. Shea on court order made on Friday, review court orders and endorsements and email to P. Shea re same, discussion with P. Shea

Date	Professional	Description
		on same.
4/6/2016	Daniel Weisz	Review emails regarding closing of the sale of the 24 th Street property; email to P. Shea regarding court order.
4/8/2016	Daniel Weisz	Review email from S. Willard, review file and reply to email.
4/8/2016	Cindy Baeta	Prepare bank reconciliation.
4/12/2016	Donna Nishimura	Deposit cheque at the bank.
4/12/2016	Daniel Weisz	Meet with S. Willard at Gowlings to discuss closing of sale of 24th Street property and sign required documents; exchange emails with J. Thompson regarding closing completed.
4/13/2016	Daniel Weisz	Review file regarding closing of the sale; email to J. Thompson requesting statement of account.
4/14/2016	Daniel Weisz	Review files regarding disbursements of funds.
4/15/2016	Cindy Baeta	Prepare disbursement cheques; posting receipts to Ascend.
4/15/2016	Daniel Weisz	Update letter to P. Shea and discussion with P. Shea regarding retainer on hand.
4/19/2016	Daniel Weisz	Review email from B. Romano and email to P. Shea on same.
4/21/2016	Cindy Baeta	Ascend posting.
4/28/2016	Daniel Weisz	Exchange emails with P. Shea regarding court attendance scheduled for May 2; review and update the Receiver's Fifth Report to the Court, finalize report and sign and forward to P. Shea.
5/2/2016	Daniel Weisz	Prepare for and attend in court regarding motion to approve fees, PATL motion for interim distribution.
5/3/2016	Daniel Weisz	Filing of emails.
5/4/2016	Daniel Weisz	Exchange emails with P. Shea regarding status of endorsement; discussion with P. Shea on endorsement received and payments to be made.
5/5/2016	Brenda Wong	Email to BMO regarding redemption of short-term investment and prepare letter to BMO regarding same; review professional fees paid to date.
5/5/2016	Daniel Weisz	Email with P. Shea and discussion with office of B. Romano regarding status of payments, discussion with B. Wong on same; read Endorsement of Justice Myers and email to P. Shea regarding same.
5/6/2016	Cindy Baeta	Prepare disbursement cheques; posting receipts to Ascend.
5/6/2016	Daniel Weisz	Discussion with B. Wong on payment reconciliation; sign cheques and letter to B. Romano.
5/9/2016	Daniel Weisz	Review closing book regarding closing of sale; discussion with Shawna of B. Romano's office regarding status of cheque that was to be delivered; filing of emails; arrange for posting to website.
5/13/2016	Cindy Baeta	Prepare bank reconciliation.
5/31/2016	Daniel Weisz	Discussion with P. Shea on the hearing before the court of appeal.
6/10/2016	Cindy Baeta	Prepare bank reconciliation.
6/17/2016	Cindy Baeta	Filing.
7/8/2016	Cindy Baeta	Prepare bank reconciliation.
8/19/2016	Cindy Baeta	Prepare bank reconciliation.

September 27, 2017
 The Polish Alliance of Canada
 Invoice 15
 Page 3

Date	Professional	Description
8/23/2016	Daniel Weisz	Discussion with P. Shea on report required for court; review information to be provided to P. Shea; review draft report and update, discussion with P. Shea on same; finalize and sign report and forward to P. Shea.
9/16/2016	Cindy Baeta	Prepare bank reconciliation.
10/14/2016	Cindy Baeta	Prepare bank reconciliation.
11/9/2016	Daniel Weisz	Review Gowlings statement of account received, discussion with P. Shea regarding same and proceeding for discharge.
11/11/2016	Cindy Baeta	Prepare bank reconciliation.
11/21/2016	Daniel Weisz	Review decision of Mr. Justice Myers.
12/9/2016	Daniel Weisz	Email to P. Shea regarding status of Receiver report and application for discharge.
12/15/2016	Cindy Baeta	Prepare bank reconciliation.
12/29/2016	Daniel Weisz	Exchange emails with P. Shea regarding status of final report of the Receiver.
1/20/2017	Cindy Baeta	Prepare bank reconciliation.
2/17/2017	Cindy Baeta	Prepare bank reconciliation.
2/28/2017	Daniel Weisz	Review enquiry from Avison Young regarding Lakeshore property and email to B. Romano regarding same.
3/3/2017	Daniel Weisz	Email to B. Romano enclosing T5 received.
3/6/2017	Daniel Weisz	Begin drafting Seventh Report to Court.
3/6/2017	Brenda Wong	Update statement of receipts and disbursements.
3/7/2017	Daniel Weisz	Work on report to court; review of summary of activities.
3/8/2017	Daniel Weisz	Discussion with P. Shea regarding finalization of report; work on report to court.
3/9/2017	Daniel Weisz	Finalize draft of report and forward to P. Shea for comments.
3/10/2017	Daniel Weisz	Update report and forward revised version to P. Shea.
3/10/2017	Cindy Baeta	Prepare bank reconciliation.
3/13/2017	Daniel Weisz	Review of emails.
3/15/2017	Daniel Weisz	Exchange emails with P. Shea regarding status of the report.
4/21/2017	Cindy Baeta	Prepare bank reconciliation.
5/12/2017	Cindy Baeta	Prepare bank reconciliation.
5/12/2017	Cindy Baeta	Prepare bank reconciliation.
6/9/2017	Cindy Baeta	Prepare bank reconciliation.
7/14/2017	Cindy Baeta	Prepare bank reconciliation.
8/15/2017	Daniel Weisz	Review files and respond to insurer regarding the status of PAC's prior consideration to file a claim against the Receiver.
8/18/2017	Cindy Baeta	Prepare bank reconciliation.
9/8/2017	Cindy Baeta	Prepare bank reconciliation.
9/12/2017	Daniel Weisz	Review and update report and discussion with P Shea re same; update statement of receipts and disbursements; update summary of activities; e-mail to P Shea re information required.

September 27, 2017
 The Polish Alliance of Canada
 Invoice 15
 Page 4

Date	Professional	Description
9/13/2017	Daniel Weisz	Review status of retainer funds.
		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.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	22.60	\$ 495	11,187.00
Brenda Wong, CIRP, LIT	Senior Manager	1.00	\$ 375	375.00
Cindy Baeta/Donna Nishimura	Estate Administrator	3.85	\$ 110	423.50
Total hours and professional fees		27.45		\$ 11,985.50
HST @ 13%				1,558.12
Total payable				\$ 13,543.62

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

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.

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 October 10, 2017)**

GOWLING WLG (CANADA) 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 F

APPENDIX F

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

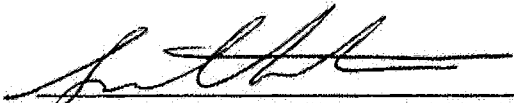
AFFIDAVIT OF EVAN STITT
(sworn October 5, 2017)

I, EVAN STITT, 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. Gowlings 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 as set forth in this affidavit 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 rendered a single account to the Receiver dated 19 September 2017. A copy of that account is attached as **Exhibit "A"**.
4. Gowling WLG's professional fees for this engagement totalled \$2,080.00 plus HST for a total of \$2,350.40.
5. Gowlings' professional fees were calculated based on the standard hourly rates of the professionals that incurred time in connection with the receivership.
6. 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 Gowlings.

SWORN before me at the City of Toronto,
 in the Province of Ontario,
 this 5 day of October, 2017.



 A Commissioner for Taking Affidavits, etc.

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)
)
)



EVAN STITT

Samuel Starkman

**THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF
EVAN STITT, SWORN BEFORE ME ON
OCTOBER 5, 2017**



A COMMISSIONER FOR TAKING OATHS

Samuel Starkman



Invoice

Collins Barrow
 ATTN: Daniel Weisz
 Senior Vice-President
 11 King Street West #700
 Toronto ON M5H 4C7

September 19, 2017
 INVOICE: 18756231

Our Matter: T998294 / 117760
 RE: PAC Branch 1-7

		HST (13.0%)
Fees for Professional Services	\$2,080.00	\$270.40
Total Fees	2,080.00	
Total Taxes	270.40	270.40
Total Invoice	2,350.40	
Please remit balance due:	In Canadian Dollars	\$2,350.40

P. Shea Signed for & on behalf of Gowling WLG (Canada) LLP

Our services are provided in accordance with our Terms of Business (www.gowlingwlg.com/TermsOfBusiness), subject to any other written engagement agreement entered into between the parties.

GOWLING WLG (CANADA) LLP
 1 First Canadian Place, 100 King Street West,
 Suite 1600, Toronto, Ontario, M5X 1G5, Canada

T +1 (416) 862 7525
[gowlingwlg.com](http://www.gowlingwlg.com)

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at www.gowlingwlg.com/legal



September 19, 2017
INVOICE: 18756231

Collins Barrow
Our Matter: T998294
PAC Branch 1-7

PROFESSIONAL SERVICES

23/08/2016	Communications with Court; receive and review materials from PAC			
	Patrick Shea	0.70	650.00/hr	455.00
24/08/2016	Prepare for and attend motion			
	Patrick Shea	2.50	650.00/hr	1,625.00

Total Fees for Professional Services

\$2,080.00

Terms: due upon receipt
Interest at the rate of 0.8% per annum will be charged on all amounts not paid within one month from the date of this invoice
Errors and omissions excluded

BETWEEN:

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

v.

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

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

**SEVENTH REPORT OF THE RECEIVER
(dated October 10, 2017)**

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

TAB 3

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

**FIFTH REPORT OF THE RECEIVER
(Dated as of April 28, 2016)**

1. The Report is being prepared by 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 (together, "**PATL**"), in respect of: (a) the opposition by PATL to the Receiver's fees and disbursements, including the fees and disbursements of its counsel Gowling WLG (Canada) LLP ("**Gowling**") for the period from October 20, 2015 to March 18, 2016 (the "**Receiver Costs**"); and (b) the request by PATL that the net proceeds realized from the sale of the Property be paid to PATL.

I. Background

2. The Receiver was appointed over the property and assets of PATL pursuant to an Order dated June 20, 2014 (the "**Appointment Order**"). The Appointment Order, *inter alia*:

- (a) provides that the Receiver and its counsel are to be paid their reasonable fees and disbursements at standard rates and charges unless otherwise ordered by the Court;
 - (b) grants to the Receiver a charge over the assets and property of PATL to secure its fees and disbursements; and
 - (c) provides that the Receiver will render accounts to The Polish Alliance of Canada ("PAC") and PATL and that the accounts will be paid on receipt.
3. The Receiver has rendered accounts to PAC and PATL, but neither PAC nor PATL has paid any of the accounts rendered by the Receiver.
 4. Over the objection of PAC, the Receiver's fees and disbursements for the period to June 18, 2015 were ultimately approved on October 19, 2015 and January 8, 2016 and, on October 19, 2015, the Receiver was authorized to sell the property located at 32 Twenty Fourth Street, Toronto, Ontario (the "**Property**") to recover its fees and disbursements.
 5. Immediately prior to the return of the Motion by the Receiver seeking an Order with respect to the sale of the Property and the approval of the Receiver Costs, PATL indicated that: (a) it opposed the approval of the Receiver Costs; and (b) wished to schedule a Motion seeking to have the net proceeds from the sale of the Property paid over to PATL.
 6. On April 1, 2016, the Court: (a) approved the sale of the Property; (b) approved the payment of the Receiver's fees and disbursements, including the fees and disbursements of Gowling, to March 2016 as set forth in the Fourth Report of the Receiver dated March 23, 2016 (the "**Fourth Report**"); and (c) scheduled time on May 2, 2016 for the Court to hear: (i) PATL's opposition to the Receiver Costs; and (ii) a Motion by PATL to have the remaining net proceeds from the sale of the Property turned over to PATL.
 7. On April 15, 2016, PATL served *via* e-mail a Motion Record in respect of a Motion seeking to have the remaining net proceeds from the sale of the Property paid over to PATL. No materials were delivered in respect of the approval of the Receiver Costs. On

April 15, 2016, Gowling sought confirmation from PATL's counsel as to whether PATL would be opposing the Receiver Costs.

8. On April 18, 2016, counsel to PATL advised Gowling via e-mail:

I have been instructed to oppose your fees and the Receiver's fees. The argument will not be that the work was not done, but that the amounts claimed are excessive having regard to the circumstances of the sale of a residential property to collect payment of your accounts.

The costs of approximately \$40,000 are disproportionate to the amounts in issue and ought not to be borne by the PATL. That is a succinct summary of the argument.

9. On April 18, 2016, Gowling sought confirmation as to whether PATL would be filing any materials in respect of its opposition to the Receiver Costs. Counsel to PATL confirmed:

I am not filing any further materials, just our motion record. I thought you already delivered your materials. I am trying to keep the costs down.

10. Gowling advised counsel to PATL that the Receiver would file a Report, and perhaps a Factum, addressing the issues raised in his e-mail of April 18, 2016.
11. The Property was sold by the Receiver for \$586,500 and the sale transaction closed on April 12, 2016. A copy of the Statement of Adjustments in respect of the sale of the property is attached as **Schedule 1**. The Receiver has paid its previously-approved fees and disbursements, including the commission payable to the real estate engaged to market the Property, and the previously-approved fees and disbursements of Gowling, and is holding \$214,752.12 from the sale of the Property. A statement re the disposition of the proceeds realized from the Property is attached at **Schedule 2**.
12. The Receiver filed a Confidential Brief in connection with the April 1, 2016 Motion seeking, *inter alia*, approval to sell the Property. That Confidential Brief included a copy of the Agreement of Purchase and Sale in respect of the transaction that was approved on April 1, 2016 and closed on April 12, 2016. A copy of that Agreement of Purchase and Sale is attached as **Schedule 3**.

II. Receiver Costs

13. As detailed in the Fourth Report, from October 16, 2015 to March 17, 2016, Gowling incurred a total of \$18,170 in professional fees. Gowling is not seeking to recover any disbursement for this period and all disbursements incurred were written-off by Gowling.
14. The breakdown of Gowling's account is as follows¹:
- | | | |
|-----|---------------------------------------|----------|
| (a) | Opposed fee approval in Fall of 2015: | \$5,885 |
| (b) | Appeal: | \$1,035 |
| (c) | Sale of Property: | \$11,250 |
15. The Receiver or a representative of the Receiver was required to be in attendance when a real estate agent toured the Property on November 23, 2015. The Receiver was not available and E. Patrick Shea of Gowling attended at the Property to represent the Receiver. Mr. Shea's hourly rate was reduced from \$650 per hour to \$400 per hour to reflect the nature of the work being performed.
16. As detailed in the Fourth Report, from October 20, 2015 to March 18, 2016, the Receiver incurred \$16,909 in fees. The Receiver did not incur any disbursements during that period.
17. The entire amount of the Receiver's fees are attributable to the sale of the Property.
18. The actions of the Receiver and Gowling in connection with the marketing and sale of the Property, up until the acceptance of the offer that was approved on April 1, 2016, are described in the Fourth Report.
19. The marketing and sale of the Property was complicated by:
- (a) the fact that the Property is a residential as opposed to a commercial property;
 - (b) title to the Property was registered in the name of individuals in trust; and

¹ In the case of entries where multiple tasks are reflected the time was allocated between the tasks.

- (c) the Receiver was selling the property as secured creditor "as is, where is" and was relying on an Approval and Vesting Order to convey title.

- 20. The real estate agents and potential purchasers involved in the process involving the sale of the Property were, by reason of the fact that the Property was a residential property, not necessarily familiar with sales by a receiver enforcing its security. This resulted in the Receiver and Gowling spending time with the broker retained by the Receiver and with the real estate lawyer retained by the ultimate purchaser addressing issues relating to the structure of the transaction.

- 21. As noted in the Fourth Report, the necessary structure of the transaction also resulted in there being two rounds of marketing since the first offer the Receiver accepted for the Property was aborted by the offeror. PATL was informed in general by the Receiver, through counsel, of the issues being encountered in selling the Property.

- 22. Notwithstanding being advised of the necessary structure of the transaction, all of the potential purchasers who submitted offers in the first round of marketing submitted their offers in the "standard form" used for residential real estate transactions. When the Receiver made amendments to the highest offer and introduced provisions to reflect the necessary structure of the transaction to the highest offer submitted in the first round, the purchaser refused to proceed with the transaction. The Receiver attempted to complete a transaction with the other party which had submitted a viable offer, but was unable to do so for the same reason. The Receiver made reasonable attempts to save the transaction by attempting to explain to the purchaser, through the real estate agent retained by the Receiver, why the changes to the standard form offer were necessary but the purchaser refused to proceed with the transaction. Ultimately, the Receiver determined that a second round of marketing was required.

- 23. To ensure that similar issues would not be encountered in the second round of marketing, the Receiver and Gowling took reasonable steps to ensure that the process for marketing the Property would result only in offers that included the provisions that were required given the necessary structure of the transaction. The Receiver insisted, for example, that all offers be submitted using a form prepared by Gowling and include a \$20,000 deposit.

24. The second round of marketing resulted, as noted above, in a successful transaction for the Property. While that transaction realized a price that was \$8,600 less than the highest offer submitted in the first round of marketing, the Receiver notes that with the concurrence of both PAC and PATL, the listing price for the Property was set at \$549,000. The selling price attained of \$586,500 is \$37,500 higher than the listing price.
25. The total professional fees incurred in connection with the sale of the Property up to March 17 and 18, 2016 were \$28,159. This represents less than 5% of the purchase price realized by the Receiver. The Receiver believes its and Gowling's fees are reasonable given the issues encountered in selling the Property. The Receiver notes that none of these fees would have been incurred had PATL or PAC paid the Receiver's fees and disbursements as required by the Appointment Order.
26. Further Receiver and legal fees and disbursements have been incurred since March 17, 2016. Those fees and disbursements relate to the Motion returnable on April 1, 2016 and closing the sale of the Property. Gowling's fees and disbursements associated with the sale of the Property may be higher than would be the case for a vendor in an ordinary residential sale transaction. This is, however, largely as a result of the nature of the transaction, being an "as is, where is" sale with title being transferred by way of a vesting order. More time than normal was required to be spent dealing with the lawyer retained by the purchaser, who was not, for example, particularly familiar with the use of vesting orders to convey title².

III. Distribution of Net Proceeds

27. The Receiver takes no position with respect to whether the net proceeds realized from the sale of the Property by the Receiver ought to be paid over to PATL. The Receiver notes that pursuant to an Order made on November 28, 2015, the receiver was authorized and directed to turn over possession and control of the property over which it was originally appointed to PATL.

² This is not intended as a critique of counsel, who is a well-respected real estate lawyer with a great deal of familiarity with residential real estate transactions. The sale by a receiver enforcing its security and transferring property by way of a vesting order is not something that is regularly encountered in day-to-day practice and it would have been unreasonable to expect the purchaser to have retained a lawyer with insolvency expertise.

28. The Receiver will, however, continue to incur fees and disbursements, primarily fees and disbursements of Gowling, over the coming months and requests that \$30,000 be held back by the Receiver in respect of these fees and disbursements³ from any amount that may be ordered to be paid to PATL from the sale of the Property.
29. On November 6, 2015, the Divisional Court indicated that it expected that the Receiver would remain in place pending the appeal of the Order from May of 2014 that underlies the Receiver's appointment in June of 2014. The Receiver has been, to a very limited extent, participating in the appeal and will incur fees and disbursements in connection with the appeal. The Receiver has, for example, been participating in case conference telephone calls, has been asked to prepare a chronology of orders and endorsements since the making of the Appointment Order and will be represented by counsel at the appeal.
30. In addition, both PAC and PATL have appealed the Order made on October 19, 2015 with respect to the allocation of the Receiver's fees and disbursements as between PAC and PATL. While the issue is primarily between PAC and PATL, the Receiver is a party.
31. The Receiver will retain its charge over the other property of PATL to secure any fees and disbursements incurred through to discharge, but would like to avoid the need to sell any further property to recover its going-forward fees and disbursements.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 28th day of April 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: 

Daniel Weisz, CPA, CA, CIRP, LIT
Senior Vice-President

TOR_LAW\8933672\1

³ The Receiver is also holding a \$25,000 retainer provided by PAC and has in its trust account relating to this matter approximately \$3,500.

SCHEDULE 1

STATEMENT OF ADJUSTMENTS

VENDOR: Collins Barrow Toronto Limited
PURCHASER: Carla Dovigo, Jessie Ward & Patrick Ryan Ward
PROPERTY: 32 Twenty Fourth Street, Toronto, Ontario
ADJUSTED AS OF: April 12, 2016

Purchase Price:		\$586,500.00
Deposit:	\$20,000.00	
Realty Taxes		
2016 taxes = \$2930.58 (Est.)		
Vendor's share = \$816.71		
Vendor has paid = \$964.49		
Credit Vendor		\$147.78
Water Account Overpayment		\$386.80
Balance due on closing	\$567,034.58	

TOTAL	\$587,034.58	\$587,034.58
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E&O E.

Prepared on April 8, 2016.

TOR_LAW\ 8920999\1

SCHEDULE 2

**Sale of 32 Twenty Fourth Street, Toronto
Disposition of Sale Proceeds**

Purchase price		\$ 586,500.00
Less: Deposit		(20,000.00)
Adjustments:		
Realty taxes		147.78
Water account		386.80
Balance paid on closing		<u>\$ 567,034.58</u>
Balance paid to Receiver		\$ 567,034.58
Less: Professional fees (including HST)		
Receiver's fees	\$ 155,311.77	
Legal fees	190,460.88	
Commission payable to Re/Max	26,509.81	
Less: commission paid from Deposit	<u>(20,000.00)</u>	
Total professional fees		<u>352,282.46</u>
Balance invested in short term investment		<u>\$ 214,752.12</u>

SCHEDULE 3



Agreement of Purchase and Sale



Form 100
As set in the Practice of Ontario

This Agreement of Purchase and Sale dated this 15 day of March 2016

BUYER: Carla Davigo, Jessie Ward and Patrick Ryan Ward agree to purchase from
(Full legal names of all buyers)

SELLER: Colins Barrow Toronto Limited the following
(Full legal names of all sellers)

REAL PROPERTY:

Address 32 Twenty Fourth St

fronting on the West side of 32 Twenty Fourth St

in the Toronto

and having a frontage of 25 more or less by a depth of 123 more or less

and legally described as PT LT 98, PL 1571, AS IN EB462486

(Legal description of land including easements not disclosed elsewhere) (the "property")

PURCHASE PRICE: Dollars (CAD): 586,500.00

Five Hundred Eighty-Six Thousand Five Hundred Dollars

DEPOSIT: Buyer submits Herewith

Twenty Thousand Dollars (CAD): 20,000.00

by negotiable cheque payable to **RE/MAX PROFESSIONALS INC. BROKERAGE** "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance or more particularly set out in Schedule A attached.

SCHEDULES A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 8:00 p.m. on the 29

day of March 2016, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 12 day of April

2016. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER: [Handwritten initials]

INITIALS OF SELLER: [Handwritten initials]

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (for delivery of Documents to Seller) FAX No.: (for delivery of Documents to Buyer)
Email Address: dwiersz@collinsbarrow.com (for delivery of Documents to Seller) Email Address: jesseward@rogers.com (for delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS (including Lease, Lease to Own):** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

Hot water tank, if rented.

JW
CSW

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.
(included in/in addition to)

INITIALS OF BUYER(S): *JW CSW*

INITIALS OF SELLER(S): *[Signature]*

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8. **TITLE GUARANTEE:** Buyer shall be allowed until 6:00 p.m. on the 29 day of March, 2016, (Registration Date) to examine the title to the Property of Buyer's own separate and until the earlier of (a) the date of the Registration Date or the date on which the contract in this Agreement sets forth or otherwise sets forth the date on which the Buyer is to complete the sale of the Property. Buyer shall have the right to

7
April 2016
E.O.W. J

work orders or satisfactory repairs, ~~including the repair or replacement of any electrical, plumbing, heating, air conditioning, or other mechanical, electrical, or plumbing equipment, and the repair or replacement of any building component unless the principal building has been inspected and approved by the municipality or other governmental agency having jurisdiction to regulate such work orders and satisfactory repairs affecting the property, and Seller agrees to execute and deliver such written commitments in the event that Seller may reasonably require.~~

WHA
E.O.W. J
AW

9. **PURCHASING UNDER SELLER:** Seller and Buyer agree that there is no representation or warranty of any kind that the forms intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered mortgages, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered mortgages or charges that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with; or security has been posted to ensure completion and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any other encumbrances for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any encumbrances for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property, if within the specified time referred to in paragraph 8, any valid objection to file or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against fire or theft, is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance there and except special risk of the Title Insurance in favour of the Buyer and any mortgagee, both of which cases at the expense of the Seller, and which Buyer will not waive, this Agreement notwithstanding any indemnification clause or negotiation in respect of such objections, shall be set out and of which valid shall be set out to any valid objection so made by such day and except for any objection going to the use of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **REGISTERED AGREEMENTS:** Where each of the Seller and Buyer wish to complete the Agreement of Purchase and Sale of the property and where the intention will be completed by electronic registration pursuant to Part II of the Land Registration Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-negotiable documents and other items (the "Exchange Documents") and the release thereof to the Seller and Buyer will fall and occur at the same time as the registration of the transfer/sale and any other documents (provided to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the transfer/sale and any other documents will be registered to hold same in trust until such release same except in accordance with the terms of a document registered agreement between the said buyers. The Seller and Buyer irrevocably instruct the said lawyer to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the buyers, such exchange of the Exchange Documents will occur in the registrable land Title Office or such other location agreeable to both buyers.

12. **DOCUMENTS AND DELIVERABLES:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any deeds or survey of the property within Seller's control to Buyer as soon as possible and after to the Registrar of the Land. If a discharge of any Charge/Mortgage held by a registered mortgagee pursuant to the First and Last Companies Act (Canada), Ontario Law, First Company, Cash Union, Cash Payments or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's Buyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on file within a reasonable period of time after completion, provided that an or better completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to effect the discharge, and, where a mortgage electronic closed funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **RESPONSIBILITIES:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of the offer there shall be a binding agreement of purchase and sale between Buyer and Seller. The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the Property.

14. **DEFECTS:** All buildings on the property and all other things being purchased shall be and remain until completion of the sale of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties on their behalf. Buyer agrees and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or the title the proceeds of any insurance and complete the purchase. No insurance shall be held in trust on completion. If Seller is taking out a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER: E.O.W. J

INITIALS OF SELLER: E.O.W. J


15. **ENTIRE AGREEMENT:** This Agreement and the attached forms constitute the entire agreement between the parties to this Agreement. No oral agreement, understanding, or promise, or any other oral or written agreement, understanding, or promise, or any other oral or written agreement, understanding, or promise, shall be binding on the parties to this Agreement or any part thereof. Form 100 Revised 2016 Page 5 of 6

- 15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. **PROPERTY ASSESSMENTS:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
- 23. **UPPS:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not covered any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple-unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. **AGREEMENT IN WRITING:** If there is 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 Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

[Handwritten initials]
initial

INITIALS OF BUYER(S) *[Handwritten initials]*

INITIALS OF SELLER(S) *[Handwritten initials]*

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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)
(Witness)

(Seal)
(Seal)

DATE March 15, 2016
DATE March 15, 2016

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)
(Witness)

(Seal)
(Seal)

DATE March 15, 2016
DATE

IN ITS CAPACITY AS SELLER
CREATOR OF THE PROPERTY
WITH NO PERSONAL OR
CORPORATE
LIABILITY

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 11:40 AM on this 15th day of March, 2016.

COLLINS BROWN REALTY LIMITED, IN ITS CAPACITY AS SELLER CREATOR OF THE PROPERTY
DANIEL WELLS, PRESIDENT (Signature of Seller or Buyer)

NO
PERSONAL
OR
CORPORATE
LIABILITY

INFORMATION ON BROKERAGE(S)
Listing Brokerage: RE/MAX PROFESSIONALS INC. Tel. No. (416) 236-1241
Jody Thompson (Salesperson / Broker Name)
Coop/Buyer Brokerage: RE/MAX PROFESSIONALS INC. Tel. No. (416) 236-1241
JESSIE WARD (Salesperson / Broker Name)

ACKNOWLEDGEMENT
I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

CEILING BROWN REALTY LIMITED
DANIEL WELLS
DATE March 15, 2016
Address for Service
Tel. No.
Seller's Lawyer: G. WELLS
Address
Email: daniel.wells@ceilingrealty.com
416-369-7399
Tel. No. FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

Carla Dougo
J. Ward
DATE March 15, 2016
DATE March 15, 2016
Address for Service
Tel. No.
Buyer's Lawyer: Gary Steinberg
Address
Email: gary@mgmsteinberg.com
416-531-4105
Tel. No. FAX No.

FOR OFFICE USE ONLY COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLSP Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLSP Rules and shall be subject to and governed by the MLSP Rules relating to Commission Trust.
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.
(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

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IN ITS CAPACITY AS SELLER CREATOR OF THE PROPERTY WITH NO PERSONAL OR CORPORATE LIABILITY



Schedule A Agreement of Purchase and Sale



Form 100
for use in the Province of Ontario

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

BUYER, Carla Dovigo, Jessie Ward and Patrick Ryan Ward, and

SELLER, Colins Barrow Toronto Limited

for the purchase and sale of **32 Twenty Fourth St**, **Toronto**

MBV3N6, dated the **15** day of **March**, 20**16**

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

~~The Seller agrees to allow 2 accesses for viewing on this property before closing, subject to providing 24 hours notice.~~

~~The Seller warrants that the Property will be delivered to the Buyer in broom swept condition, and that all debris and garbage will be removed from the Property at the time of closing.~~

JW C.D. P.R. @

JW C.D. P.R. @

The Seller will make reasonable commercial efforts to allow 2 accesses for viewing on this property before closing, subject to the purchaser providing 24 hours notice.

JW C.D. P.R. @

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S)

JW C.D. P.R. @

INITIALS OF SELLER(S)

@



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Schedule
Agreement of Purchase and Sale

This ScheduleR..... is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Carla Dougo, Jessie Ward, Patrick Ryan Ward and
SELLER, Colins Barrows Toronto Ltd
for the property known as 39 Twenty-Four St.
Agreement of Purchase and Sale dated March 15, 2016

The Buyer agrees to provide the Listing Brokerage with the deposit money by way of a certified cheque or bank draft, payable to RE/MAX Professionals Inc.

The deposit holder, RE/MAX Professionals Inc., advises that the Real Estate Trust account in which the deposit for this transaction ("the deposit") shall be placed attracts interest at a variable rate, calculated using the Bank of Canada prime rate, minus between 2.25% and 3.25%, dependent upon the combined total of all monies in the real estate accounts for the same period. All interest earned by the monies held in the Real Estate Trust Account shall be retained by RE/MAX Professionals Inc.

For the purposes of this Agreement, the terms "banking days" or "business days" shall mean 11:59 p.m. any day, other than Saturday, Sunday and Statutory Holiday recognized in the Province of Ontario.

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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RE/MAX Professionals Inc.

Form 105 Revised 2008
easyOFFER 2015 by Reaganoy Systems Corp. 331916
www.Reaganoy.ca

Schedule C
Agreement of Purchase and Sale

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

BUYER, Carla Dovigo, Jessica Ward & Patrick Ryan Ward, and
SELLER, Collins Barrow Toronto Limited

for the property known as 32 Twenty Fourth Street, Toronto, Ontario M4Y 3N6
Toronto dated the 15th day of March, 2016

1. The Buyer acknowledges and agrees that the Property will be purchased on an 'as is, where is' and 'without recourse' basis and that it has inspected the Property and is relying entirely on its own investigations and its inspections.

2. The Buyer hereby acknowledges and agrees:

- (a) It is responsible for conducting its own searches and investigations of the current and past uses of the Property;
- (b) It is relying entirely upon its own investigations and inspections in making this Offer;
- (c) It is purchasing the Property on an 'as is, where is' basis including without limitation, outstanding work orders, title, deficiency notices, compliance requests, developments fees, imposts, lot levies, sewer charges, zoning and building code violations and any outstanding requirements which have been or may be issued by any governmental authority having jurisdiction over the Property;
- (d) Save and except as expressly provided otherwise herein, it shall assume, at its cost, complete responsibility for compliance with all municipal, provincial and federal laws in so far as the same apply to the Property;
- (e) Collins Barrow Toronto Limited is acting solely in its capacity as secured creditor of the Property, with no personal or corporate liability (the 'Receiver');
- (f) The Receiver is a secured creditor holding a court-ordered charge over the Property and is not the legal and beneficial owner of the Property. The Receiver is selling the Property in its capacity as a secured creditor holding a court-ordered charge over the Property;
- (g) The Receiver shall have no liability or obligation with respect to the value, state or condition of the Property or of any buildings or structures on the Property, whether or not the matter is within the knowledge or imputed knowledge of the Receiver, or its officers, directors, employees, agents, representatives, and contractors before Closing, at Closing or thereafter;
- (h) The Receiver has made no representations or warranties with respect to or in any way related to the Property, including, without limitation, the following:
 - * The title, quality, quantity, marketability, fitness for any purpose, state, description, cost, size, condition, merchantability, valuation, revenues, expenses, assignability or location of the Property;

Continued on next page...
This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Schedule C
Agreement of Purchase and Sale

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

BUYER, Carla Domingo, Jessica Ward; Patrick Ryan Ward....., and

SELLER, Collins Barrow Toronto Limited.....

for the property known as 32 Twenty-Fourth Street, Toronto, Ontario M5V 3N6.....

Toronto..... dated the 15th day of March, 2016.....

* Any set-off claims, lien claims or any other claims by any third parties against the Property;

* The environmental state of the Property, the existence, nature, kind, state or identity of any hazardous substances on, under, or about the Property, the existence, state, nature, kind, identity, extent and effect of any administrative order, control order, stop order, compliance order or any other orders, proceedings or actions under the Environmental Protection Act (Ontario), or any other statute, regulation, rule or provision of law nor the existence, state, nature, kind, identity, extent and effect of any liability to fulfil any obligation with respect to the environmental state of the Property including, without limitation, any obligation to deal with any discharge of any hazardous substances on, under or about the Property and any obligation to compensate any third party for any costs incurred in connection with or damages suffered as a result of any discharge of any hazardous substances whether on, under or about the Property or elsewhere.

3. The Buyer acknowledges that title to the Property will be conveyed to it by means of a Transfer, which the Buyer will register on delivery by the Receiver, or its solicitors, to the Buyer.

4. The Buyer acknowledges that the sale of the Property is subject to approval by the Court. The Receiver shall be solely responsible for procuring such approval prior to the closing of the transaction.

5. In the event of any inconsistency between the printed text of the Agreement of Purchase and Sale and this Schedule, the terms of this Schedule shall govern.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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TAB 4

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

**SIXTH REPORT OF THE RECEIVER
(Dated as of August 23, 2016)**

1. The Report is being prepared by Collins Barrow Toronto Limited (the "Receiver") in its capacity as receiver and manager of all of the assets, undertakings and properties of Branch 1-7 of The Polish Alliance of Canada and Polish Association of Toronto, Limited for the purpose of providing information with respect to the fees and disbursements incurred by the Receiver in connection with the marketing and sale of 32 Twenty Fourth Street, Toronto, Ontario ("Property").
2. Information with respect to the marketing and sale of the Property are set forth in the Receiver's Fourth Report dated March 23, 2016 and the Receiver's Fifth Report dated April 28, 2016 (the "Fifth Report").
3. As set forth in the Fifth Report:
 - (a) from October 16, 2015 to March 17, 2016, the Receiver's counsel, Gowling WLG (Canada) LLP ("Gowling") incurred \$11,250 in professional fees in connection with the sale of the Property; and

- (b) from October 20, 2015 to March 18, 2016, the Receiver incurred \$16,909 of fees in connection with the sale of the Property.
4. The foregoing professional fees were approved by the Court on May 2, 2016.
 5. Subsequent to March 17, 2016, Gowling incurred \$9,000 in professional fees and \$500 in disbursements in connection with the sale of the Property. Those fees and disbursements were incurred in connection with, *inter alia*, the Motion to have the sale of the Property approved and closing the transaction.
 6. Subsequent to March 18, 2016, the Receiver incurred \$5,072 in professional fees in connection with the sale of the Property. Those fees were incurred in connection with, *inter alia*, reporting to the Court with respect to the sale and closing the transaction.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 23rd day of August 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: 

Daniel Weisz, CPA, CA, CIRP, LIT
Senior Vice-President

BETWEEN:

THE POLISH ALLIANCE OF CANADA
-Plaintiff-

v.

POLISH ASSOCIATION OF TORONTO LIMITED, et al
-Defendants-

ONTARIO
SUPERIOR COURT OF JUSTICE

(PROCEEDING COMMENCED AT TORONTO)

SIXTH REPORT OF THE RECEIVER
(DATED AS OF AUGUST 23, 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

BETWEEN:

THE POLISH ALLIANCE OF CANADA
-Plaintiff-

v.

POLISH ASSOCIATION OF TORONTO LIMITED, et al
-Defendants-

ONTARIO
SUPERIOR COURT OF JUSTICE

(PROCEEDING COMMENCED AT TORONTO)

MOTION RECORD
(RETURNABLE 1 FEBRUARY, 2018)

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