

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

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;

- 3 -

- (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 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

*and any one affected by the exercise
or proposed exercise
of the Receiver's
powers*

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.

AM

AM

~~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.~~

m

✓ m

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.

m

Remove - (c) to hold what has been done

AM

PLA ADD SCHEDULE (B) "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

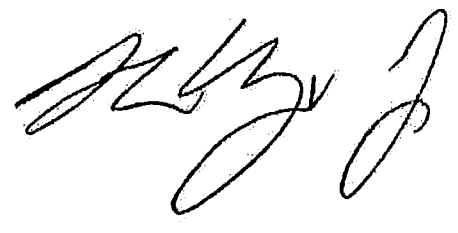
MAY 2/16

- 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 circumstances. 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 disbursement ~~claim~~ of the Revenue and its counsel are fair & reasonable. The success of the sale benefits both the buyer and seller.

PAC does not oppose the set proceeds being ^{the Revenue's interest on account of} paid over to PATL. So ordered. ~~etc~~
 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

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>
-----------------------	-----------	-----------------------

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>
----------------------------	-----------	-----------------------

Excess of Receipts over Disbursements	\$	<u><u>33,716</u></u>
--	-----------	-----------------------------

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:

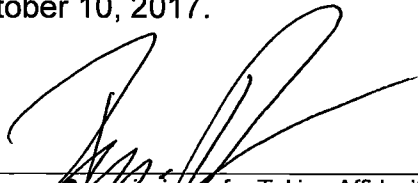
1. I am a Senior Vice-President of Collins Barrow Toronto Limited ("CBTL"), in its capacity as Court-appointed receiver and manager of Branch 1-7 of The Polish Alliance of Canada and Polish Association of Toronto, Limited (the "**Receiver**") and, as such, I have knowledge of the matters to which I hereinafter 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.

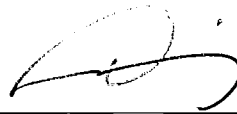
4. I make this affidavit in support of a motion for an Order approving the Receiver's fees and disbursements and for no other or improper purpose.

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.

}



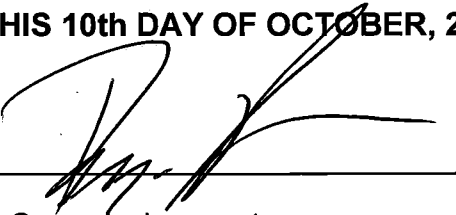
DANIEL WEISZ

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		<u>27.45</u>		\$ 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.

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



A COMMISSIONER FOR TAKING OATHS

Samuel Starkman

TOR_LAW\927690511



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

B E T W E E N:

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

v.

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

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

**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