

**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

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

Date: 31 March 2016

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

E. Patrick Shea (LSUC No. 39655K)
Tel: (416) 369-7399
Fax: (416) 862-7661
Email: patrick.shea@gowlings.com

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

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

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

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

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

INDEX

INDEX

TAB

Supplemental Report to the Fourth Report of the Receiver dated 30 March 2016.....1

Appendix "A": Amendment to Agreement of Purchase and SaleA

TAB 1

Court File No.: CV-08-361644

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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Plaintiff

- and -

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Defendants

**SUPPLEMENTAL REPORT TO THE FOURTH REPORT OF THE RECEIVER
(dated as of March 30, 2016)**

TABLE OF CONTENTS

I. INTRODUCTION3

II. TERMS OF REFERENCE.....3

III. AMENDMENT TO AGREEMENT OF PURCHASE AND SALE.....4

IV. REQUEST OF THE COURT.....4

V. CONCLUSION4

Appendices

Appendix A – Amendment to Agreement of Purchase and Sale

I. INTRODUCTION

1. This is the Supplemental Report to the Fourth Report (“**Supplemental Fourth Report**”) of Collins Barrow Toronto Limited (the “**Receiver**”) in its capacity as Court-appointed receiver and manager (“**Receiver**”) of Branch 1-7 of The Polish Alliance of Canada (the “**Branch**”) and Polish Association of Toronto, Limited (“**PATL**”). The Fourth Report of the Receiver (the “**Fourth Report**”) was filed in support of the Receiver’s application to the Court scheduled for April 1, 2016 to, among other things, seek approval of an agreement of purchase and sale for the property situated at 32 Twenty Fourth Street, Toronto, Ontario (“**APS**”).
2. The purpose of this Supplemental Fourth Report is to:
 - i) provide the Court with the details of an amendment to the APS (“**Amendment**”) that was executed by the Receiver on March 28, 2016; and
 - ii) seek the Court’s approval of this Supplemental Fourth Report and the Receiver’s activities set out herein.

II. TERMS OF REFERENCE

3. In preparing this Supplemental Fourth Report and making the comments herein, the Receiver has relied upon information prepared or provided by representatives/former representatives of the Branch, PATL and/or The Polish Alliance of Canada (“**PAC**”), and their respective counsel, and information from other third-party sources (collectively, the “**Information**”). Certain of the information contained in this Supplemental Fourth Report may refer to, or is based on, the Information. As the Information has been provided by various parties, or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant

to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

III. AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

4. On March 28, 2016, the Receiver was provided with the Amendment, the purpose of which was to add Franco Dovigo as one of the purchasers of the Residential Property. As a result of the Amendment, which was executed by the Receiver on March 28, 2016, the purchasers named in the APS are now Carla Dovigo, Franco Dovigo, Jessie Ward and Patrick Ryan Ward. A copy of the Amendment is attached as **Appendix "A"** to this Supplemental Fourth Report.

IV. REQUEST OF THE COURT

5. The Receiver respectfully requests that the Court grant an Order approving of this Fourth Supplemental Report and the Receiver's activities set out herein.

V. CONCLUSION

6. The Receiver respectfully requests the relief set out in the Fourth Report and in this Supplemental Fourth Report.
7. ALL OF WHICH IS RESPECTFULLY SUBMITTED this 30th day of March, 2016

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

Per:



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

TAB A

APPENDIX A

Amendment to Agreement of Purchase and Sale

Form 120
for use in the Province of Ontario

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

AND SELLER, ...Collins Barrow Toronto Limited.....

REt Agreement of Purchase and Sale between the Seller and Buyer, dated the ...15th... day of ...March....., 20..16.....

concerning the property known as...32 Twenty Fourth Street in the City of Toronto M8V3N6.....

..... as more particularly described in the aforementioned Agreement.

The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:

Deletes:


Buyers: Carla Dovigo, Jessie Ward, and Patrick Ryan Ward

Insert:

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Seller until 6:00 a.m. p.m.

on the 29 day of March, 2016, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. 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 solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

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

[Signatures]
(Buyer/Seller) (Seal) (Seal)

DATE March 24, 2016

DATE March 24, 2016

I, the Undersigned, agree to the above Offer to Amend the Agreement:

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

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

[Signatures]
(Buyer/Seller) (Seal) (Seal)

DATE MARCH 28, 2016

DATE

IN ITS CAPACITY AS SECURED CREDITOR OF THE PROPERTY WITH NO PERSONAL OR CORPORATE LIABILITY

The Undersigned Spouse of the Seller hereby consents to the Amendments hereinbefore set out.

(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 4:05 a.m. p.m. this 29th day of MARCH, 2016

[Signature]
COLLINS BARROW TORONTO LIMITED
IN ITS CAPACITY AS SECURED CREDITOR OF THE PROPERTY WITH NO PERSONAL OR CORPORATE LIABILITY

[Signature]
COLLINS BARROW TORONTO LIMITED
(Signature of Seller to Buyer)

[Signature]
DANIEL WEISS
SENIOR VICE-PRESIDENT
IN ITS CAPACITY AS SECURED CREDITOR OF THE PROPERTY WITH NO PERSONAL OR CORPORATE LIABILITY

ACKNOWLEDGEMENT

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

[Signature] DATE MAR 28 16

(Seller) DATE

Address for Service 32 Twenty-Fourth Street in the City of Toronto

Tel.No. (.....)

Seller's Lawyer CROWINGS WLN

Address PATRICK SELWA

Email

Tel.No. 416-369-7399

FAX No. PREVIOUSLY PROVIDED

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

[Signature] DATE March 24, 2016

(Buyer) DATE March 24, 2016

Address for Service 416-531-4105

Tel.No. 416-531-4105

Buyer's Lawyer Aary Steimberg

Address

Email

Tel.No. (.....)

FAX No. (.....)

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-Plaintiff-

v.

POLISH ASSOCIATION OF TORONTO LIMITED, et al
-Defendants-

ONTARIO
SUPERIOR COURT OF JUSTICE
(PROCEEDING COMMENCED AT TORONTO)

SUPPLEMENTAL REPORT TO FOURTH
REPORT OF THE RECEIVER
(dated 30 March 2016)

GOWLING LAFLEUR HENDERSON LLP
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E. Patrick Shea (LSUC No. 39655K)
Tel: (416) 369-7399
Fax: (416) 862-7661

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1 First Canadian Place
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