

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

AND IN IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario

MOTION RECORD
(Returnable on March 31, 2023)

March 15, 2023

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario**

AMENDED NOTICE OF MOTION

GRANT THORNTON LIMITED, in its capacity as trustee (in such capacity, the “**Trustee**”) of the estates of each of the bankrupts, Aiden Pleterski (“**Pleterski**”) and AP Private Equity Limited (“**AP**” and collectively with Pleterski, the “**Bankrupts**”), will make a motion before ~~a Judge~~ the Honourable Mr. Justice Osborne of the Ontario Superior Court of Justice (in Bankruptcy and Insolvency) (the “**Court**”) at Toronto, Ontario, on Friday, March 31, 2023 at ~~10:00 a.m.~~ 12:00 p.m. (Eastern Time), or as soon after that time as the motion may be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard by judicial videoconference, the details of which will be made available by the Court in CaseLines. Please advise if you intend to join the hearing of the motion by email to Leanne Williams at lwilliams@tgf.ca.

THE MOTION IS FOR:

1. An Order, substantially in the form included at Tab 3 of the Motion Record:
 - (a) approving the Trustee’s activities as described in the Third Report of the Trustee dated March 14, 2023 (the “**Third Report**”); and
 - (b) approving the settlement agreement between the Trustee, Dragan Pleterski and Kathy Pleterski (the “**Pleterski Parents**”) dated March 14, 2023.
2. Orders directing the following individuals attend at an examination pursuant to section 163

of the *Bankruptcy and Insolvency Act* (the “**BIA**”) as follows:

- (a) Jerome Tulloch on April 18 at 12:00 pm., substantially in the form included at Tab 4 of the Motion Record;
 - (b) Kyrsten Tytla on April 18 at 11:00 am., substantially in the form included at Tab 5 of the Motion Record;
 - (c) Jocelyn Tytla on April 18 at 10:00 am., substantially in the form included at Tab 6 of the Motion Record; and
 - (d) Winston Blenman (“**Blenman**”) on April 18 at 2:00 pm., substantially in the form included at Tab 7 of the Motion Record.
3. An Order granting the Trustee relief from forfeiture and directing that the Westney Deposit (as defined below) be paid to the Trustee at a future hearing on a date to be scheduled by the Court.
4. Capitalized terms used but not defined in this Notice of Motion shall have the meanings given to them in the Third Report.

THE GROUNDS FOR THE MOTION ARE:

5. The Bankrupts operated an investment scheme on behalf of a pool of investors that centered on cryptocurrency and foreign exchange positions. Certain investors successfully obtained an *ex parte* worldwide *Mareva* injunction against the Bankrupts, after demonstrating prima facie fraudulent misrepresentation, civil fraud, misappropriation of funds, conversion, and unjust enrichment.
6. On August 9, 2022, on application by certain other investors, the Court ordered AP and Pleterski be adjudged bankrupt. Grant Thornton Limited was appointed as Trustee. The bankruptcy proceedings were consolidated by Order dated October 28, 2022.
7. Since the commencement of the bankruptcy proceedings, claims totaling approximately \$25 million have been filed in the consolidated estates of the Bankrupts. Since its appointment, the Trustee has expended considerable efforts attempting to trace and recover

property of the Bankrupts that had been transferred to other persons or not otherwise delivered up to the Trustee. The Trustee's efforts focused on reviewing and analyzing bank transactions and supporting information in respect of the Bankrupts (the "**Banking Analysis**") and conducting examinations pursuant to section 163 of the BIA.

8. Among other things, the Trustee's efforts have resulted in collecting sales proceeds from various vehicles registered in Pleterski's name, negotiating settlements with auto dealers with respect to vehicles leased by Pleterski, and monetizing Pleterski's other assets. As detailed in the Third Report, the most significant assets in the estate left to recover are certain litigation assets.

Banking Analysis

9. The Trustee analysed net receipts in the Bankrupts' chequing account totalling \$41.5 million and disbursements totalling \$41.5 million. The Trustee has collected a total of approximately \$431,000 from all of the Bankrupts' bank accounts.
10. Pleterski represented to investors that he would invest their money. However, of the \$41.5 million in disbursements, only 1.6% of the funds received were actually invested, meaning that 98.4% of what Pleterski collected was never invested.
11. Pleterski spent \$15.9 million on his personal lifestyle including the purchase of exotic vehicles, renting private jets, elaborate vacations, etc. which equates to approximately 38% of the money he raised from investors.

Request for Orders Compelling Examination Attendance

12. Based on the Banking Analysis, the Trustee determined that Jerome Tulloch, Kyrsten Tytla and Jocelyn Tytla (collectively, the "**Tulloch Family**") collectively invested \$50,000 with the Bankrupts, but collectively received payments from the Bankrupts' accounts totaling \$1.1 million. The Trustee is not aware of any reason for these payments. The Trustee served a formal notice of examination pursuant to section 163 of the BIA to each member of the Tulloch Family but none of them attended.

13. Based on the Banking Analysis, the Trustee determined that Blenman only invested \$40,000 with the Bankrupts, but received payments from the Bankrupts' accounts totaling \$1.0 million. No explanation for the receipt of funds has been provided. The Trustee served a formal notice of examination pursuant to section 163 of the BIA to Blenman but he did not attend.

Dragan and Kathy Pleterski

14. As noted in the Banking Analysis, the Pleterski Parents received a total of \$3,527,099 from Pleterski's accounts. Certain of those funds were paid to investors, towards Pleterski's lifestyle expenses and to Pleterski directly. The Trustee calculates that the Pleterski Parents benefitted a total of \$1,100,087 from the Bankrupts' scheme.
15. The Trustee has entered into a settlement agreement with the Pleterski Parents whereby they will return two vehicles and pay \$812,000 to the Trustee on or before June 30, 2023. The settlement offers the estate certainty, reduces legal costs and results in quicker recovery for investors.

Mitchell Learning

16. Mitchell Learning ("**Learning**") was referenced in the Trustee's Preliminary Report as an originator who helped bring investors to Pleterski. At the First Meeting of Creditors and since that time, investors have approached the Trustee requesting a better understanding of the role Learning played in Pleterski's investment scheme.
17. The Banking Analysis shows that Learning received a net benefit of \$101,982 from the Bankrupts. Learning claims that he received no benefit other than the return of his investment. The Trustee has been unable to independently verify the total amount that Learning profited from Pleterski's scheme because Learning has failed to satisfy his undertaking to the Trustee.
18. It is the intention of the Trustee to bring the adjourned motion back before Justice Osborne to seek an Order requiring Learning's compliance with his undertakings together with a cost award.

Colin Murphy

19. Colin Murphy (“**Murphy**”) was also referenced in the Trustee’s Preliminary Report as an originator who helped bring potential investors to Pleterski. The Banking Analysis shows that Murphy received \$1.3 million from the Pleterski estate but there is no record of Murphy investing any funds with Pleterski. The Trustee is considering its options in respect of Murphy.

Westney

20. On October 26, 2021, Murphy and Pleterski both entered into an agreement to purchase 725 Westney Road in Ajax, Ontario (the “**Westney Property**”) from 2649360 Ontario Inc. (“**264**”). The purchase price payable for the Westney Property was \$5.5 million and was supported by a \$500,000 deposit which came solely from Pleterski (the “**Westney Deposit**”).
21. The Westney Deposit was also entirely funded by investor funds. The Westney Property was sold on November 24, 2022 for \$300,000 more than originally offered by Murphy and Pleterski (the “**Surplus**”). Although damages have been asserted, 264 does not appear to have any damages due to the failure to close in excess of the Surplus.
22. It is the Trustee’s position that the Westney Deposit should be returned to the Pleterski’s investors for the following reasons:
 - (a) Any costs demonstrated by 264 have been mitigated by the Surplus and thus 264 has no damages;
 - (b) The Westney Deposit was funded by investor funds whose money was used by Pleterski in an unauthorized manner to fund the Westney Deposit;
 - (c) Most of the Bankrupts’ investors will see minimal recovery from their investments while 264 stands to gain a significant profit from its dealings with Pleterski; and
 - (d) If 264 was permitted to retain the Westney Deposit, it would result in an unjust and inequitable unfairness to the Bankrupts’ investors.

The Burlington Property and the Senna

23. Beginning at the First Meeting of Creditors and continuing throughout these proceedings, investors have questioned Pleterski's relationship with the Gupta family and interest in the property known municipally as 5126 Lakeshore Road, Burlington, ON (the "**Burlington Property**"). The Trustee, at the request of the estate inspectors, has investigated this asset and Pleterski's relationship thereto.
24. Pleterski entered into an Agreement of Purchase and Sale (the "**APS**") and Agreement to Lease to Own (the "**Lease**") to buy the Burlington Property and paid a deposit totaling \$500,000 (the "**Burlington Deposit**"). Pursuant to the terms of the Lease, Pleterski paid monthly payments of \$45,824.16 (the "**Rent**").
25. Pleterski owned a very rare, limited-production exotic supercar (the "**Senna**") which the Trustee understands was given to a member of the Sunray Group (as defined in the Third Report) to hold as collateral and eventually transferred for the payment of Rent.
26. In October of 2022, the Trustee agreed to take possession of the Senna and on March 8, 2023, the ownership papers were executed permitting the Trustee to sell the Senna which will be sold for the benefit of the Bankrupts' creditors.
27. The Sunray Group has received \$1,095,764 of investor funds in respect of the Burlington Property by way of Rent payments and the Burlington Deposit.
28. The Burlington Property has been listed for sale and the Trustee reserves its rights and remedies in respect of the investor funds paid to the Sunray Group, including the \$500,000 Burlington Deposit.

Interim Dividend

29. The Trustee intends to proceed with an interim the dividend. Proven creditors should expect to receive their dividend in April.

Pleterski's Discharge

30. The Trustee filed a report pursuant to section 170 of the BIA indicating that it opposes an

automatic discharge for Pleterski on several grounds. The report also explained that the Court may decide to further delay Pleterski's discharge, add conditions or declare that certain debts are not dischargeable from bankruptcy given Pleterski's conduct.

OTHER GROUNDS:

31. Rules 1.04, 1.05, 2.03, 37, and 59.06 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
32. such further and other grounds as counsel may advise and this honourable Court may deem just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. the Third Report; and
2. such further and other evidence as the lawyers may advise and this Honourable Court may permit.

March ~~15~~ 16, 2023

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TO: THE SERVICE LIST
AND TO: THIS HONOURABLE COURT

IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

Proceedings commenced at Toronto, Ontario

AMENDED NOTICE OF MOTION

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TAB 2

ONTARIO
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(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

THIRD REPORT OF THE TRUSTEE

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OF THE TOWN OF WHITBY,
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THIRD REPORT OF THE TRUSTEE

INTRODUCTION

1. On August 9, 2022, the Ontario Superior Court of Justice (the “**Court**”) ordered that Aiden Pleterski (“**Pleterski**”) and AP Private Equity Limited (collectively, the “**Bankrupts**”) be adjudged bankrupt (the “**Bankruptcy Orders**”). The Bankruptcy Orders were made following a petition filed by several creditors of the Bankrupts. Grant Thornton Limited was appointed as the trustee in bankruptcy (the “**Trustee**”) of both Bankrupts.

PURPOSE

2. The purpose of this report (the “**Third Report**”) is to:
 - a) Provide an update to the Court and the creditors on key developments related to the Bankrupts;
 - b) Share the results of the Trustee’s Banking Analysis (defined below);
 - c) Provide support relating to relief to be sought at the motion scheduled on March 31, 2023 for orders:
 - i. Approving the Trustee’s activities as described herein;
 - ii. Directing Jerome Tulloch (“**Tulloch**”), his partner, Kyrsten Tytla, his partner’s mother, Jocelyn Tytla (collectively, the “**Tulloch Family**”) and Winston Blenman (“**Blenman**”) attend at an examination pursuant to section 163 of the *Bankruptcy and Insolvency Act* (the “**BIA**”); and

- iii. approving the settlement agreement between the Trustee, Dragan Pleterski and Kathy Pleterski (collectively, the “**Pleterski Parents**”) dated March 14, 2023,
- d) Provide support for the Trustee’s motion (to be heard on a date to be scheduled by the Court) granting it relief from forfeiture and directing that the Westney Deposit (as defined below) be paid to the Trustee;
- e) Provide an update on remaining realizations and investigations relating to:
 - i. Mitchell Learning (“**Learning**”);
 - ii. Colin Murphy (“**Murphy**”); and
 - iii. The Burlington Property (as defined below);
- f) Advise the creditors of the Trustee’s intention to proceed with an interim dividend; and
- g) Advise the creditors of the Trustee’s position regarding the Bankrupts’ discharge.

SCOPE AND TERMS OF REFERENCE

- 3. Certain information contained in this Third Report has been obtained from the records of the Bankrupts, publicly available information, and/or information from the banks and other parties from whom information has been obtained. The information has not been audited by the Trustee as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally acceptable accounting principles and the reader is, therefore, cautioned that this Report may not disclose all significant matters about the Bankrupts.
- 4. This Third Report has been prepared for the use of this Court as general information relating to the Bankrupts and to assist the Court in making a determination of whether to approve the relief sought. Accordingly, the reader is cautioned that this Third Report may not be appropriate for any other purpose. The Trustee assumes no responsibility or liability for any loss or damage occasioned by any party because of the circulation, publication, reproduction or use of this Third Report. Any use that a party makes of this Third Report, or any reliance on or decisions to be made based on it, is the responsibility of such party.
- 5. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

BACKGROUND

6. On April 21, 2022, Sacha Amar Dario Singh and 9319697 Canada Ltd. (the “**Mareva Plaintiffs**”) commenced an action against the Bankrupts (the “**Mareva Proceedings**”) claiming relief based on breach of contract, fraudulent misrepresentation, civil fraud, misappropriation of funds, conversion, and unjust enrichment. The Mareva Plaintiffs allege that they were induced into making substantial investments with Pleterski between April 2021 and January 2022 and that the inducement was based on fraudulent misrepresentation.
7. The Mareva Plaintiffs successfully obtained an *ex parte* worldwide *Mareva* injunction pursuant to the Order of Justice Sutherland dated July 7, 2022. As set out in the related Endorsement (the “**Mareva Endorsement**”), a copy of which is attached as **Appendix “A”**, the Court was satisfied that there was a strong *prima facie* case that Pleterski committed a breach of contract and civil fraud.
8. As noted earlier, the Trustee was appointed in August of 2022. The Trustee’s first report and the supplement thereto were prepared on September 9, 2022 and September 26, 2022, respectively, and dealt with Pleterski’s poor conduct and failure to attend to his duties as a bankrupt. The Trustee’s second report dated October 21, 2022 (the “**Second Report**”) provided the Trustee’s first substantive update to the Court on the bankruptcy proceedings. Attached as **Appendix “B”** is the Second Report (without exhibits). On October 28, 2022, the Court granted an Order which, among other things, consolidated the estates of the Bankrupts and ordered certain third parties to strictly cooperate and comply with the Trustee’s requests, including with respect to the transfer of certain property to the Trustee; attached as **Appendix “C”** is the Order.
9. Since the commencement of the bankruptcy proceedings, claims totaling approximately \$25 million have been filed in the consolidated estates of the Bankrupts. As outlined in the Second Report, Pleterski has not been cooperative with the Trustee. Since its appointment, the Trustee has expended considerable effort attempting to trace and recover property of the Bankrupts that had been transferred to other persons or not otherwise delivered up to the Trustee.

ACTIVITIES SINCE THE SECOND REPORT

10. As detailed in the Second Report, the Trustee's investigation efforts from its appointment in August through to October 2022, included a review of the Bankrupts' available banking records, searching properties in locations in which Pleterski was known to frequent, running vehicle searches, and imaging and reviewing Pleterski's cell phones. Since the Second Report, the Trustee's investigation has included:

- a) Banking – Reviewing and analyzing bank transactions following the receipt of the bank statements and supporting information, such as bank drafts, from the banks;
- b) Searches – Expanding the property searches previously obtained based on information from the Banking Analysis or tips from investors;
- c) Crypto tracing – The Trustee's forensics practice traced certain crypto wallets referenced in Pleterski's phone and in the Mareva Proceedings and contacted exchanges which received the funds;
- d) Examinations – The Trustee examined Tyson Heyes, Learning and Mason Doucette just prior to the date of the Second Report. Since the date of the Second Report, the Trustee also examined:
 - (i) Aiden Pleterski on November 24, 2022;
 - (ii) Kathy Pleterski on December 22, 2022;
 - (iii) Dragan Pleterski on December 22, 2022; and,
 - (iv) Sandeep Gupta on February 9, 2023.

In addition, as more particularly described below, the Trustee attempted to examine Blenman and each member of the Tulloch Family.

11. Since the Second Report, the Trustee's efforts have resulted in:

- a) Collecting the sale proceeds from the 11 vehicles that were registered in the name of Pleterski as noted in the Second Report;
- b) Collecting the sale proceeds for the BMW M8 registered in the name of Dragan Pleterski;
- c) Negotiating a settlement with Audi in respect of the Trustee's interest in a leased Audi RSQ8;

- d) Negotiating a settlement with Paul Motor Company in respect of a Lamborghini Aventador SVJ and selling the Trustee's interest in that vehicle;
 - e) Collecting the balance of a retainer from Landart, a landscape architecture firm, which had received the retainer in respect of plans it had started working on at the Burlington Property (defined below); and
 - f) Monetizing Pleterski's jewelry, including the diamond encrusted Rolex which was returned by Pleterski in response to an Order sought by the Trustee.
12. The Trustee notes that the most significant assets in the estate left to recover are the litigation assets as summarized later in this Third Report.
13. Since the Second Report, the Trustee has also:
- a) administered the claims process in order to determine the creditors entitled to receive a dividend from the estate;
 - b) liaised with law enforcement (including in respect of Pleterski's kidnapping as is described below);
 - c) reviewed information provided through the litigation commenced against Murphy as set out below; and
 - d) met with the estate inspectors periodically to keep them up to date on the proceedings and seek their instructions.

BANKING ANALYSIS

14. The banking analysis described in this section of the Third Report (the "**Banking Analysis**") was a major focus of the Trustee's investigation and provides critical information for the Trustee's asset recovery efforts.
15. Shortly after it was appointed in August, the Trustee reached out to all of the financial institutions where it understood the Bankrupts maintained accounts. Pursuant to the information it obtained, the Trustee determined that the Bankrupts primarily maintained chequing accounts at Scotiabank, RBC, TD and BMO (collectively, the "**Banks**").
16. There was a reluctance by some of the Banks to provide certain banking records, including supporting documentation such as bank drafts, on privacy grounds. The supporting

documentation was essential to the Trustee as, in many instances, a bank statement shows a withdrawal but not the recipient of the withdrawal. Pursuant to the Information and Property Transfer Order dated October 28, 2022, this Court ordered all financial institutions having banking information relating to the Bankrupts, to provide same to the Trustee. Most of the information was provided by the Banks in November and December of 2022, subject to follow up questions from the Trustee based on the information received. In January 2023, the Trustee received the last of the banking information. The Trustee has reached out to a total of 18 banks and 17 other financial institutions (including investment platforms and cryptocurrency exchanges) in an effort to track any funds on deposit in the name of the Bankrupts.

17. Set out below is a summary of the banking transactions in the chequing accounts of the Bankrupts with the Banks. Total receipts in these accounts were \$44.3 million and total disbursements were \$44.3 million. Receipts exceeded disbursements by less than \$10,000 and all chequing account balances have been collected by the Trustee. The Trustee has collected a total of approximately \$431,000 from all of the Bankrupts' bank accounts – most of the funds collected were from the Bankrupts' savings accounts. The Trustee notes that its Banking Analysis dates back as far as July 11, 2015, but the relevant period relates primarily between January 1, 2020 and August 9, 2022 (the date of bankruptcy) (the “**Review Period**”); pre-2020 receipts and disbursements were not material (receipts were \$63,556 and disbursements were \$61,865).
18. Of the \$44.3 million of disbursements, \$2.8 million were inter-account transfers, leaving \$41.5 million of net receipts (the “**Net Receipts**”) and \$41.5 million of net disbursements (the “**Net Disbursements**”). The table below summarizes the Net Disbursements and the notes below provide the Trustee's observations with respect thereto:

Payment	Total Amount	%
Investor Repayments	\$ 15,920,517	38.4%
Lifestyle Expenses	\$ 13,549,981	32.7%
Pleterski Parents	\$ 3,527,099	8.5%
Colin Murphy	\$ 1,319,267	3.2%
Burlington Property	\$ 1,095,764	2.6%
Jerome Tulloch & Family	\$ 1,060,457	2.6%
Winston Blenman	\$ 1,036,700	2.5%
Mitchell Learning	\$ 1,020,417	2.5%
Unidentifiable	\$ 902,248	2.2%
Small Transfers	\$ 855,185	2.1%
Invested by Pleterski	\$ 670,706	1.6%
Westney Deposit	\$ 500,000	1.2%
Total Net Disbursements	\$ 41,458,341	

- a) Pleterski represented to investors that he would invest their money. Attached as Appendix “D” is an example of a typical investment agreement. However, of the \$41.5 million in Net Disbursements shown in the accounts at the Banks, only \$670,706 appears to have been invested by the Bankrupts. To put this figure into context, of the money collected from investors, Pleterski’s chequing accounts show that only 1.6% of the funds received were actually invested, meaning that 98.4% of what Pleterski collected was never invested.
- b) Pleterski spent \$13.5 million on his personal lifestyle including the purchase of exotic vehicles, renting private jets, elaborate vacations, etc., during the Review Period. In addition to the \$13.5 million paid directly from the Bankrupts’ accounts, the Pleterski Parents paid \$1.2 million of lifestyle expenses on Pleterski’s behalf, as detailed below. Additionally, Pleterski paid \$1.1 million in rent and a deposit on the Burlington Property, bringing the total lifestyle expenses funded by the Bankrupts’ investors to \$15.9 million during the Review Period – in other words, Pleterski spent approximately 38% of the money he raised from investors on his own lifestyle expenses.
- c) The Pleterski Parents received \$3.5 million from the Bankrupts. As described later in this Third Report, \$2.1 million of this amount was paid to other parties at the request of Pleterski leaving the net amount that the Pleterski Parents benefited to be approximately \$1.1 million.

- d) Certain other individuals have received significant funds from the Bankrupts which appear to be in excess of their original investment (if any). These individuals include Murphy (\$1.3 million), the Tulloch Family (\$1.1 million), Blenman (\$1.0 million) and Learning (\$1.0 million), as detailed further below.
- e) A deposit of \$500,000 was paid by Pleterski in respect of a property municipally known as 725 Westney Road in Ajax, Ontario (the “**Westney Property**”), as detailed below. It is the Trustee’s understanding that the Westney Property was intended to be purchased to store exotic cars belonging to Murphy and Pleterski.

REQUEST FOR ORDER COMPELLING EXAMINATION ATTENDANCE

The Tulloch Family

- 19. Based on the Banking Analysis, the Trustee determined that (i) the Tulloch Family collectively only invested \$50,000 with the Bankrupts, but (ii) the Tulloch Family collectively received payments from the Bankrupts’ accounts totaling \$1.1 million. The Trustee is not aware of any reason for these payments. The Trustee has been advised by numerous investors that Tulloch was involved in the raising of capital for Pleterski.
- 20. The Trustee tried numerous times to contact Tulloch and Jocelyn Tytla to discuss the payments received and their role, if any, in the Bankrupts investment scheme. As a result of the Trustee’s inability to contact a member of the Tulloch Family, the Trustee served a formal notice of examination pursuant to section 163 of the BIA to each member of the Tulloch Family for an examination to take place on February 14, 2023.
- 21. None of the Tulloch Family attended at the examinations or contacted the Trustee to reschedule. Attached as **Appendix “E”** are the certificates of non-attendance from the Court reporter. Accordingly, the Trustee seeks an Order that each of Tulloch, Kyrsten Tytla and Jocelyn Tytla attend at an examination to be conducted by the Trustee. The Trustee contemplates seeking a contempt order from this Court if the members of the Tulloch fail to comply with the order sought, if granted.

Winston Blenman

22. Based on the Banking Analysis, the Trustee determined that (i) Blenman only invested \$40,000 with the Bankrupts, but (ii) Blenman received payments from the Bankrupts' accounts totaling \$1.0 million. The Trustee has spoken to Blenman several times but no explanation for the receipt of funds has been provided. Having not received a satisfactory response, the Trustee served a formal notice of examination pursuant to section 163 of the BIA to take place on February 13, 2023.
23. Blenman advised the Trustee on February 13, 2023 that he would not attend the examination but that his lawyer would be in touch with the Trustee. Attached as **Appendix "F"** is the certificate of non-attendance from the Court reporter. Counsel, on behalf of Blenman, contacted counsel to the Trustee on February 15, 2023 but has not been responsive since that time despite the Trustee's repeated requests for Blenman's cooperation. Accordingly, the Trustee seeks an Order that Blenman attend an examination to be conducted by the Trustee. The Trustee contemplates seeking a contempt order from this Court if Blenman fails to comply with the order sought, if granted.

REMAINING ASSETS TO BE PURSUED

Pleterski Parents

24. As noted above, the Trustee's counsel conducted an examination of the Pleterski Parents on December 22, 2022. In accordance with section 163(3) of the BIA, a copy of the transcripts of the examinations of Dragan Pleterski and Kathy Pleterski are attached as **Appendices "G" and "H"** respectively. The following is a summary of certain facts established by the examinations which were not readily apparent from the Banking Analysis:
 - a) The Pleterski Parents set up Pleterski's Scotiabank account many years ago, before he started collecting funds from investors, and have always had access to it as a result, including the ability to initiate wire transfers;¹

¹ Examination of Kathy Pleterski (December 22, 2022) ("**Kathy Examination**"), page 25, lines 3-23.

- b) Dragan Pleterski advised that he purchased bank drafts from Pleterski's Scotiabank account to pay certain investors of the Bankrupts at the instruction of Pleterski;²
 - c) The Pleterski Parents invested \$58,000³ with the Bankrupts which was repaid; and
 - d) Kathy Pleterski did not appear to be actively involved in Pleterski's business, though she did acknowledge receipt of \$50,000 in cash from Pleterski and an Audi e-tron paid for by Pleterski.⁴
25. The Trustee notes that the Pleterski Parents were cooperative in the examinations and have provided their undertakings on a timely basis. The Pleterski Parents assert that they believed their son was operating a successful investment business.
26. As noted in the Banking Analysis, the Pleterski Parents received a total of \$3,527,099 from Pleterski's accounts – \$3,107,298 in cash and \$419,802 paid by Pleterski to car dealerships for the purchase of a Bentley SUV, Audi E-tron and Audi S5 which were bought for and driven by members of the Pleterski family (the "**Pleterski Family Vehicles**"). The Pleterski Parents provided the Trustee with evidence that, from the funds received, they paid \$886,000 to investors and \$1,207,749 towards Pleterski's lifestyle expenses; they also repaid \$312,516 to Pleterski directly. Attached as **Appendix "I"** is a detailed chart prepared by the Trustee showing the calculation for each of these figures. The Trustee notes that \$288,926 (\$226,500 USD) of the funds received from Pleterski were used by the Pleterski Parents to buy a house in Indiana for their other son (this purchase is factored into the cash received).⁵
27. The amount owing from the Pleterski Parents should also reflect \$50,000 of cash received by Kathy Pleterski and repayment of the Pleterski Parents' investments (as was admitted in their examinations); it should deduct a \$128,748 payment they made to Pleterski via BitCoin. As a result of the foregoing, the Trustee calculates that the Pleterski Parents benefitted a total of \$1,100,087 as set out in the table below.

² Examination of Dragan Pleterski (December 22, 2022) ("**Dragan Examination**"), page 18, lines 24-25, page 19, lines 18- 25 and page 20, lines 1-17.

³ *Ibid.*, page 14, lines 13-17.

⁴ Kathy Examination, page 37, lines 12-15 and page 39, lines 7-11.

⁵ Kathy Examination, page 40, lines 2-14.

Pleterski Parents' Benefit	Amount	Comments
Received from Aiden's Account	\$3,107,298	Funds received by Pleterski parents.
Pleterski Family Vehicles	\$419,802	Vehicles paid for by Pleterski ⁶
Payments to Pleterski's investors	(\$886,000)	Amounts paid to Pleterski's investors
Payments for Pleterski's lifestyle expenses	(\$1,207,749)	Amounts paid for Pleterski's lifestyle expenses
Paid to Pleterski	(\$312,516)	Amounts paid to Pleterski
BitCoin Payments	(\$128,748)	Paid to Pleterski
Cash Kathy Received	\$50,000	Acknowledged in Pleterski Parents' examinations
Repaid Investment	\$58,000	Acknowledged in Pleterski Parents' examinations
Total Benefit	\$1, 100,087	

28. After negotiations with the Pleterski Parents, the Trustee entered into the Minutes of Settlement dated March 14, 2023 (the "**Settlement Agreement**"), subject to Court approval, attached as **Appendix "J"**. The fundamental terms of the Settlement Agreement are as follows:

- a) The Pleterski Parents shall cause the return of the Audi S5 and VW Atlas to the Trustee and provide executed ownership papers permitted the Trustee to sell the vehicles on or before March 21, 2023 (the Trustee estimates that the two vehicles have a market value in excess of \$100,000);
- b) The Pleterski Parents will pay \$812,000 (the "**Settlement Funds**") to the Trustee from third party funding or from the sale of their properties in Whitby, Ontario and Fort Wayne, Indiana;
- c) The Settlement Funds are to be paid to the Trustee on or before June 30, 2023 or such other date as the Trustee may agree;

⁶ Dragan Examination, page 26, lines 4-14; Kathy Examination, page 37, lines 12-15 and page 39, lines 12-14.

- d) In the event that the Settlement Funds are not received by the date specified, the Pleterski Parents have consented to an order directing the Settlement Fund be paid to the Trustee forthwith;
 - e) The Pleterski Parents and the Trustee have agreed to the terms of a mutual release which includes a carve out in favour of the Trustee in the event that the Trustee later discovers:
 - i. that the Pleterski Parents did not properly disclose their assets which would give the Trustee rights therein, the Trustee shall be at liberty to pursue those assets; and
 - ii. assets not disclosed by the Bankrupts to the Trustee which can be shown to be within the knowledge of Dragan and/or Kathy Pleterski either at the time of execution of the Settlement Agreement or thereafter, the Trustee shall be at liberty to pursue its rights and remedies against the Pleterski Parents.
29. The Trustee recommends that the Settlement Agreement be approved by the Court as it offers the estate certainty, reduces legal costs and results in quicker recovery for investors. The estate inspectors have been kept apprised of the discussions and are supportive of a settlement with the Pleterski Parents.

Mitchell Learning

30. Learning was referenced in the Trustee's Preliminary Report as an originator who helped bring investors to Pleterski. At the First Meeting of Creditors and since that time, investors have approached the Trustee requesting a better understanding of the role Learning played in Pleterski's investment scheme. On September 6, 2022, Learning agreed to meet with the Trustee and share the information he had related to Pleterski's assets. The Trustee found Learning to be forthright and helpful in this meeting. Learning attended a formal examination on October 11, 2022 pursuant to section 163 of the BIA. In accordance with section 163(3) of the BIA, a copy of the transcript of that examination is attached as **Appendix "K"**.
31. Learning advised the Trustee prior to his examination that he originally believed Pleterski to be a trading prodigy. After investing personally, Learning suggested to friends and

family that they also invest with Pleterski.⁷ Learning testified that he was upset when he discovered the true nature of Pleterski's investment scheme.⁸

32. Learning testified that he had received approximately \$1 million from Pleterski.⁹ This is consistent with the Banking Analysis' findings related to Learning as noted below. Learning advised that, of the \$1 million he received, \$400,000 was a repayment of his initial investment with Pleterski¹⁰ and that much of the money he received was, in turn, used by him to pay investors.¹¹ Learning further advised during his examination that he believed that he had benefitted approximately \$170,000 in addition to the return of his investment from his involvement with Pleterski.¹²
33. The Banking Analysis shows that Learning received \$101,982 more from Pleterski than he paid (\$1,020,417 received from Pleterski less \$918,435 paid to Pleterski). The Trustee has been unable to independently verify the total amount that Learning profited from Pleterski's scheme because, among other things, it does not have adequate evidence of the amount that Learning alleges he paid to investors. As a result, during Learning's examination, the Trustee requested and Learning undertook, among other things, to provide his bank statements and identify any funds paid to or received from Pleterski.¹³
34. The Trustee made numerous requests of Learning, since November, 2022, to satisfy his undertakings to illustrate what amount he benefited from the bankruptcy estate. Since his examination, Learning, through his counsel, has advised that he has not benefited at all due to repayments he made to investors, but adequate support for this assertion has not been provided. His assertion also contradicts the Banking Analysis which shows a net outflow of \$101,982 to Learning.
35. After failing to fully satisfy his undertakings, the Trustee sought a Court Order requiring Learning's compliance. An hour before the hearing in February, Learning's counsel provided a large volume of records to the Trustee and the hearing was adjourned. The Trustee subsequently reviewed the information and determined that Learning has still not

⁷ Examination of Mitchell Learning (October 11, 2022) ("**Learning Examination**"), page 23, lines 6-9 and page 24, lines 21-23.

⁸ *Ibid.*, page 38, line 19.

⁹ *Ibid.*, page 26, lines 20-25.

¹⁰ *Ibid.*, page 87, lines 21-25.

¹¹ *Ibid.*, page 88, lines 4-25.

¹² *Ibid.*, page 92, lines 15-17.

¹³ *Ibid.*, page 16, lines 17-25 and page 17, lines 1-13.

fully complied with his undertakings and has advised Learning's counsel what documentation remains outstanding and/or needs to be clarified. It is the intention of the Trustee to bring the adjourned motion back before Justice Osborne to seek an Order requiring Learning's compliance with his undertakings together with a cost award.

36. Unlike most other investors, Learning has received the entirety of his investment back from the Bankrupts and appears to have benefited in excess of his return on investment. Unless conclusive evidence is provided by Learning to prove that he has not benefited from the Bankrupts' scheme, the Trustee anticipates that it will pursue Learning for the amount that he has benefited in preference over other investors.

Colin Murphy

37. Murphy was also referenced in the Trustee's Preliminary Report as an originator who helped bring potential investors to Pleterski. During Pleterski's examination, he testified that Murphy collected money from investors and provided it to him.¹⁴ A copy of the transcript of the examination of Pleterski conducted on November 24, 2022 is attached as **Appendix "L"**. The Trustee has been advised that some of the money Murphy collected from investors was not actually provided to Pleterski. The Banking Analysis shows that Murphy received \$1.3 million from the Pleterski estate but there is no record of Murphy investing any funds with Pleterski. After its appointment, the Trustee understood that Murphy left the country and could not be located.
38. Pursuant to Orders dated September 12, 2022 and September 15, 2022 in a separate proceeding, a worldwide Mareva Order, attached as **Appendix "M"**, was obtained against Murphy by Anthony Milne ("**Milne**"). Milne alleges that he invested with Murphy who claimed to be a partner of Pleterski. Milne's claim asserts that Murphy blamed Pleterski after Murphy failed to return Milne's investment. A copy of the Statement of Claim of Milne is attached as **Appendix "N"**. The Trustee understands that Milne also could not locate Murphy at the time the Orders were granted.
39. The Trustee has recently learned that an *ex parte* Anton Piller Order dated January 10, 2023, attached as **Appendix "O"**, was obtained by Craig Sutherland ("**Sutherland**") and LOW-RIDE-VAC Inc. against certain parties, including Murphy. In addition to the seizure

¹⁴ Examination of Aiden Pleterski (November 24, 2022) ("**Pleterski Examination**"), page 94, lines 8-24.

of Murphy's assets, the Anton Piller Order provided for the seizure of certain assets of the Bankrupts at the premises noted therein.

40. During the execution of the Anton Piller Order, assets of Pleterski were seized including bank drafts payable to Pleterski as well as physical and electronic files. Counsel to Sutherland, Norman Groot ("**Groot**"), has provided the bank drafts and documentation to the Trustee together with any relevant information obtained from his examinations of Murphy. Unfortunately, as of February 28, 2023, all of the \$1,164,000 of bank drafts provided to the Trustee with the exception of \$10,000, have been dishonoured as such drafts had previously been deposited electronically. The Trustee anticipates that the remaining \$10,000 will also be dishonoured.
41. Groot advised the Trustee that he incurred considerable expenses to locate Murphy and execute the Anton Piller Order. The Trustee has agreed that, to the extent that assets are recovered directly from his efforts with Murphy for the benefit of Pleterski's creditors, the Trustee will share a portion of what is recovered with Groot to offset his costs in procuring such assets. The amount of such recovery is at present unknown, and any amount to be paid to Groot would have to be consensually agreed to among the Trustee, the estate inspectors and Groot. If no such agreement can be reached, the Trustee anticipates that it will apply to the Court for advice and directions.

Westney

42. In July of 2021, Murphy and Pleterski each individually signed 5-year rental agreements to rent commercial space located at the Westney Property from 2649360 Ontario Inc. ("**264**"). Approximately three months later, on October 26, 2021, Murphy and Pleterski both entered into an agreement to purchase the Westney Property, a copy of which is attached as **Appendix "P"**. The Trustee understands that it was the intention of Murphy and Pleterski to use the Westney Property to their store exotic cars. The purchase price payable for the Westney Property was \$5.5 million and was supported by a \$500,000 deposit which came solely from Pleterski (the "**Westney Deposit**"). Attached as **Appendix "Q"** is a copy of the bank draft payable from Pleterski's bank account for the Westney Deposit. The Trustee can find no evidence that Murphy contributed to the payment of the

Westney Deposit. The closing date for the transaction was September 28, 2022, approximately one year after the purchase agreement was entered into.

43. The Banking Analysis illustrates that 99.8% of the Westney Deposit was funded by investor funds. The Westney Deposit was paid from Pleterski's TD chequing account which was opened less than two months prior with a balance of \$5,000. By October 18, 2021, the account balance was less than \$1,000. The bank statement for this account shows that the Westney Deposit was paid nine days later from three investor deposits of \$50,000, \$1.3 million and \$0.7 million, totaling \$2.0 million. As a result, it is clear that at least 99.8% of the Westney Deposit came from funds provided by investors. These funds were provided to Pleterski to invest in cryptocurrency and foreign exchange hedges; the use of these funds by Pleterski to finance the Westney Deposit was not consistent with Pleterski's investment agreements and thus not authorized by the investors. The account statements from August 25, 2021 to October 30, 2021 are attached as **Appendix "R"**.
44. After learning of the Westney Deposit, the Trustee communicated with the real estate broker and counsel to 264 to advise of the Trustee's appointment and the estate's interest in the Westney Deposit. Counsel to 264 delivered an anticipatory breach letter to the Trustee on September 13, 2022 as the Trustee was unable to close the sale of the Westney Property. The Trustee was advised that 264 intended to re-list the Westney Property for sale.
45. 264 sold the Westney Property on November 24, 2022 for \$5.8 million (\$300,000 more than originally offered by Murphy and Pleterski (the "**Surplus**")). The Trustee was advised that the sale proceeds are being held in escrow by the listing agent until a resolution as to the entitlement thereto can be determined. 264 has advised the Trustee that it incurred damages while Murphy and Pleterski rented the premises and has taken the position that it is entitled to retain the Westney Deposit in addition to the Surplus.
46. The Trustee has made numerous attempts since October 2022 to come to a consensual resolution with 264 as to the entitlement to the Westney Deposit. In January of 2023, 264 provided the Trustee with support for \$138,500 in repair costs, which is far less than the \$300,000 Surplus. Other repair costs, legal costs and rent (notwithstanding that Pleterski's lease for part of the Westney Property had a one year rent free period) have been asserted by 264 though not demonstrated; based on the support provided to the Trustee, 264 does

not appear to have any damages due to the failure to close. The Trustee believes that it has exhausted all efforts to settle the entitlement to the Westney Deposit having engaged in dialogue with counsel to 264 for over five months.

47. It is the Trustee's view that it is inequitable for 264 to retain the full amount of the Westney Deposit and the balance of the Surplus. Pleterski's investors were duped. Their funds were used to fund Pleterski's lifestyle, including the proposed purchase of the Westney Property. It is the Trustee's position that the Westney Deposit should be returned to the Pleterski's investors for the following reasons:
- a) Any costs demonstrated by 264 have been mitigated by the Surplus and thus 264 has no damages;
 - b) The Westney Deposit was funded by investor funds (the Banking Analysis shows that at least 99.8% can be traced to investor funds) whose money was used by Pleterski in an unauthorized manner to fund the Westney Deposit;
 - c) Most of the Bankrupts' investors will see minimal recovery from their investments while 264 stands to gain a significant profit from its dealings with Pleterski; and
 - d) If 264 was permitted to retain the Westney Deposit, it would result in an unjust and inequitable unfairness to the Bankrupts' investors.
48. As at the date of this Report, the Trustee has made several attempts to coordinate dates with counsel for 264 for the adjudication of the entitlement to the Westney Deposit and requires a scheduling hearing to set a date.

The Burlington Property and the Senna

49. Beginning at the First Meeting of Creditors and continuing throughout these proceedings, investors have questioned Pleterski's relationship with the Gupta family and interest in the property known municipally as 5126 Lakeshore Road, Burlington, ON (the "**Burlington Property**"). The Trustee, at the request of the estate inspectors, has investigated this asset and Pleterski's relationship thereto.
50. The Burlington Property is a private waterfront estate with 100 feet of frontage on Lake Ontario and over 10,000 square feet of living space. On March 4, 2021 (at the age of 21), Pleterski entered into an Agreement of Purchase and Sale (the "**APS**") and Agreement to

Lease to Own (the “**Lease**”) with 1223408 Ontario Limited (“**122**”), the then-owner of the Burlington Property. The APS also states that Pleterski was required to provide a leasehold mortgage to secure the payment of the purchase price which was to be executed by both parties on March 10, 2021 subject to Pleterski’s right to extend the agreement. Pleterski was also required to pay property taxes on a monthly basis to 122. The APS and the Lease (collectively, the “**Agreement**”) explicitly state that they must be read in conjunction with each other; a copy of the Agreement is attached as **Appendix “S”**.

51. 122 transferred the Burlington Property to 1000176653 Ontario Inc. (“**100**”) on May 4, 2022. The Trustee understands that 122 and 100 (each individually at the time the “**Registered Owner**”) are both affiliated with Sunray Group of Hotels Inc. (“**Sunray**”). The Registered Owner and Sunray are collectively referred to as the “**Sunray Group**”. Sunray is a hospitality and development company whose Chairman and CEO is Ray Rattan Lal Gupta (“**Ray Gupta**”); Ray Gupta is also the sole officer and director of both 122 and 100. A copy of the PIN for the Burlington Property is attached as **Appendix “T”**. A copy of the Profile Reports of 122 and 100 are attached as and **Appendix “U”** and **Appendix “V”** respectively.
52. Bank statements of Pleterski reflect that, except for the first month’s rent, which was paid to the Registered Owner’s real estate lawyer, in trust, the rent for the Burlington Property was paid directly to Ray Gupta’s son, Sandeep Gupta, rather than the Registered Owner. The Registered Owner (by virtue of the Burlington Deposit (as defined below) and payments to Sandeep Gupta) has received \$1,095,764 of investor funds in respect of the Burlington Property. Sandeep Gupta appears to have been the main contact between Pleterski and the Registered Owner based on a review of Pleterski’s cellphone.

Relationship between Sandeep Gupta and Pleterski

53. At the time of Pleterski’s bankruptcy, or shortly beforehand, Sandeep Gupta was in possession of several of Pleterski’s vehicles including, the Senna (defined below), a Lamborghini Huracan Performante, an Audi R8 Spyder, a Ferrari 488 Pista, a Honda Civic Type R, a Lamborghini Aventador SVJ, and a BMW i8.¹⁵ Prior to Pleterski’s bankruptcy,

¹⁵ Examination of Sandeep Gupta (February 9, 2023) (“**Gupta Examination**”), page 47, lines 1-25, page 48, lines 1-25 and page 49, lines 1-11.

Sandeep Gupta purchased assets from Pleterski including an Audi R8 Coupe and a Rolex Datejust Perpetual.¹⁶ The Trustee determined that the price paid for the Audi R8 Coupe was below market value. As a result, Sunray paid the Trustee additional proceeds in exchange for the Trustee agreeing not to challenge the sale as a transfer at undervalue.

54. The Trustee was contacted by the Toronto Police in early December advising that Pleterski had been kidnapped. The Toronto Police had questions related to Pleterski which it thought might be helpful to its investigation, but was unable to share any information with the Trustee. In his examination, Dragan Pleterski advised the Trustee that Sandeep Gupta was contacted by Pleterski while Pleterski was in captivity.¹⁷
55. The Trustee examined Sandeep Gupta pursuant to Section 163 of the BIA on February 9, 2023. In accordance with section 163(3) of the BIA, a copy of the transcript of that examination is attached as **Appendix “W”**. During his examination, Sandeep Gupta confirmed that he was contacted by Pleterski while in captivity and that Pleterski was asking for \$3 million to pay his kidnappers.¹⁸ Sandeep Gupta further advised that he contacted law enforcement after receiving Pleterski’s call. Pleterski was released by his kidnappers near Sandeep Gupta’s residence.¹⁹
56. The Trustee understands that, since June of 2022, Pleterski has been living rent-free at a property owned by the Sunray Group.²⁰

The Burlington Property

57. Pursuant to the terms of the Agreement, Pleterski agreed to purchase the Burlington Property for \$8,490,000 (the “**Purchase Price**”) and paid a deposit totaling \$500,000 (the “**Burlington Deposit**”). Rent is calculated using an annual interest rate of 4% with a 25-year amortization for a 2-year term. The Agreement specifically states that the principal component of the Rent “will be applied and credited towards the purchase price” upon completion of the transaction.

¹⁶ *Ibid.*, page 49, lines 18-25, page 50, lines 1-18 and page 52, lines 17-22.

¹⁷ Dragan Examination, page 37, lines 5-7.

¹⁸ Gupta Examination, page 11, lines 7-23.

¹⁹ *Ibid.*, page 67, lines 2-7.

²⁰ *Ibid.*, page 20, lines 23-25 and page 22, lines 16-17; Pleterski Examination, page 73, lines 8-25 and page 74, lines 1-7.

58. Pursuant to the terms of the Lease, Pleterski paid base rent totaling \$42,174.16 per month (the “**Rent**”). Pleterski also paid an allocation for expected property taxes making the total monthly payments \$45,824.16. According to House Sigma, the Burlington Property (in an unfurnished state) was previously listed from December 1, 2020 to February 23, 2021 for rent for \$23,000/month. A copy of the House Sigma listing is attached as **Appendix “X”**.
59. The Sunray Group has taken the position that the governing agreement is actually the version of same attached as **Appendix “Y”**, which appears to be an unsigned version of the Agreement with several pages omitted.
60. The Trustee understands that Pleterski began to fall behind on his Rent payments in early 2022. Pleterski’s last Rent payment was May 16, 2022, presumably covering the period up to June 12, 2022; he vacated the Burlington Property in June 2022. When initially contacted by the Trustee, the Sunray Group took the position that the Lease has been terminated by virtue of this non-payment of Rent but has confirmed that no termination notice was issued to Pleterski. Sunray further asserts that Pleterski caused damage to the Burlington Property.

The Senna

61. Pleterski owned a McLaren Senna, a very rare, limited-production exotic supercar bearing VIN# SBM15ACA8KW800343 (the “**Senna**”). The Trustee understands that in the spring of 2022, the Senna was given to Sunray by Pleterski to hold as collateral for the payment of Rent. Notwithstanding that the Lease was purportedly terminated by the Registered Owner for non-payment, ownership of the Senna was transferred to Sunray on June 27, 2022. A copy of the VIN search in respect of the Senna is attached as **Appendix “Z”**.
62. At the First Meeting of Creditors, Pleterski advised the Trustee that he provided the Senna to Ray Gupta based on a value of \$900,000.²¹ Later, when the Trustee spoke with Sandeep Gupta, it was advised that Pleterski transferred the Senna to Sunray based on a value of \$950,000. Whatever the transfer price, no funds were ever paid to Pleterski. Sandeep Gupta advised the Trustee that title to the Senna was held by Sunray for insurance purposes.²² Based on inquiries of six different dealerships, the Trustee believes that the actual value of the Senna is estimated to be approximately \$1.4 million with the

²¹ First Meeting of Creditors, page 7.

²² Gupta Examination, page 62, lines 10-16.

most likely range between \$1.2 to \$1.9 million. Based on Pleterski's bank records, the Senna appears to have been originally purchased in September of 2021 for \$1.6 million.

63. As of June 2022, when Pleterski stopped paying Rent, there were nine payments left owing under the Lease totaling \$379,567.47 (the **"Unpaid Rent"**). Even based on a \$900,000 value for the Senna, the value of the Senna far exceeded the Unpaid Rent.

Next Steps

64. In October of 2022, the Trustee agreed to take possession of the Senna registered in Sunray's name; it has been stored by the Trustee since that time. On March 8, 2023, at the Trustee's request, Ray Gupta of Sunray executed the ownership papers permitting the Trustee to sell the Senna. It is the intention of the Trustee to monetize the Senna for the benefit of the Bankrupts' creditors.
65. The Burlington Property was recently listed for sale for \$8,999,000. The Trustee reserves its rights and remedies in respect of the \$1,095,764 of investor funds paid to Sandeep Gupta in respect of the Burlington Property, including the \$500,000 Burlington Deposit. Similar to the Westney Deposit, this \$500,000 appears to have been paid for using investor money without their consent.

INTERIM DIVIDEND

66. The estate inspectors have asked the Trustee to proceed with an interim dividend to creditors. The Trustee has disallowed those claims which it has not been able to resolve on consent; after expiration of the 30-day disallowance period, the Trustee intends to proceed with the dividend. Proven creditors should expect to receive their dividend in April.

PLETERSKI'S DISCHARGE

67. In the ordinary course, a person who is personally bankrupt and does not generate surplus income is entitled to an automatic discharge after nine months. The purpose of this is to allow an honest but unfortunate debtor a fresh start. The Trustee is of the view that Pleterski is not an honest but unfortunate debtor. In its first report to the Court and the supplement thereto (attached as **Appendices "AA" and "BB"**) the Trustee outlined

multiple breaches of the BIA committed by Pleterski relating to his failure to attend to his duties and provide his assets to the Trustee.

68. In this Third Report, the Trustee has presented the findings of the Banking Analysis which evidences that less than 1.6% of the funds collected from investors in Pleterski's chequing account were actually invested by the Bankrupts. It appears that Pleterski had no intention to invest the investor's money as he agreed to do in the investor agreements. The Banking Analysis also demonstrates that Pleterski used money from new investors to pay out older investors. This is consistent with Pleterski's explanation of the flow of funds through his bank accounts. Pleterski explained that when money was received from an investor, it would go directly into one of his bank accounts. Pleterski would then keep the money in his bank account but allocate a portion of his investment gains towards the investor's account. Once the money was in one of his bank accounts, Pleterski explained that the cash was his to use for personal expenses or to pay out another investor.²³
69. Lastly, the Banking Analysis also outlines the extravagant lifestyle that Pleterski lived which was funded by his investors and ultimately led to his bankruptcy. The total amount spent by Pleterski on lifestyle expenses, such as his Lamborghinis, McLarens, flights on private jets, etc. is approximately \$15.9 million or 38% of the total disbursements paid by Pleterski over a period of approximately 2.5 years.
70. The Trustee notes that Pleterski has not accounted for all of his assets. Pleterski has never provided the Trustee with the Jacob & Co. Astronomia Casino watch he purchased for \$361,158 CAD or evidence of its sale. Pleterski has also not provided evidence of the location of the crypto currency he received from investors or his alleged trading losses.
71. The Trustee filed a report pursuant to section 170 of the BIA indicating that it opposes an automatic discharge for Pleterski for the following reasons (square brackets indicate the relevant BIA section for reference purposes):
- a) Failure to complete his first and second counselling session [157.1 (3)];

²³ Pleterski Examination, page 32, lines 2-25, page 33, lines 1-5, page 48 lines 8-21, page 152, lines 7-12 and page 153, lines 6-13.

- b) Failure to attend to his basic duties [173 (1)(o)], including preparing a complete Statement of Affairs [158 (d)] and attending the first meeting of creditors in person [158 (h)];
- c) Failure to provide books and records to the Trustee [158 (b)] and to submit all of his necessary income and expense statements along with supporting documents;
- d) Failure to provide a copy of his 2021 tax return with related documents [158 (b)];
- e) Failure to respond to his undertakings from the section 163 examination of the BIA completely and on a timely basis [163 (1)];
- f) Failure to cooperate with the Trustee fully including facilitating the transfer of his vehicles to the Trustee [158 (a)]; and,
- g) Pleterski may have surplus income owing to the estate; however, this amount cannot be determined pursuant to s.68 (3) of the BIA until Pleterski has filed all required income and expense statements.

72. The report filed pursuant to section 170 of the BIA also explained that the Court may decide to further delay Pleterski's discharge, add conditions or declare that certain debts are not dischargeable from bankruptcy for the following reasons:

- a) Pleterski has failed to comply with his duties pursuant to section 158 as noted above;
- b) Pleterski's bankruptcy was accelerated by unjustifiable extravagance in living [173 (1)(e)] including driving more than 10 exotic sportscars, spending approximately \$45,000 a month to live in a mansion and flying frequently via private jet;
- c) Pleterski has not answered all questions in his examination pursuant to section 163 truthfully [198 (1) (b)];
- d) Pleterski has not kept proper books of account [200 (1)(a)] or provided evidence of the losses you assert took place [200 (2)];
- e) Pleterski has deleted data on his phone prior to it being imaged by the Trustee [200 (1)(b)];

- f) Pleterski's assets are not equal to 50% of his liabilities [173 (1)(a)];
- g) Pleterski has failed to account satisfactorily for any loss of assets or for any deficiency of assets to meet the Bankrupts' liabilities [173 (1)(d)]; and
- h) Pleterski raised investments from investors under false pretenses [178 (1)(e)] and appears to have invested less than 2% of the money collected from investors.

REQUESTED RELIEF

73. The Trustee seeks orders:

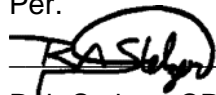
- a) Approving the Trustee's activities as described in this Third Report;
- b) Directing Jerome Tulloch, Kyrsten Tytla, Jocelyn Tytla and Winston Blenman attend examinations at the dates and times set out in the proposed Notices of Examination;
- c) directing Dragan and Kathy Pleterski to repay \$1,100,087 to the estate; and,
- d) Granting the Trustee relief from forfeiture and directing that the Westney Deposit be paid to the Trustee.

DATED at Toronto, Ontario this 14th day of March 2023.

GRANT THORNTON LIMITED

In its capacity as Trustee for the bankrupt estate of
Aiden Pleterski and AP Private Equity Limited
and not in its personal or corporate capacity

Per.



Rob Stelzer, CPA, CA, CIRP, LIT
Senior Vice President

Appendix “A”

ONTARIO

BETWEEN:

Plaintiffs

Aiden Pleterski and AP Private Equity Ltd.

Defendants

Heard: June 28, 2022-in writing and oral submissions on July 7, 2022.

SUTHERLAND J.:

Overview

- [1] The plaintiffs bring an *ex parte* motion seeking a worldwide *Mareva* injunction. The plaintiffs have commenced their action but have not served the Statement of Claim upon the defendants.
- [2] The plaintiffs allege that there were induced into making substantial investments with the defendant Aiden Pleterski (Aiden) between April 2021 and January 2022. The plaintiffs claim that the inducement was based on fraudulent misrepresentation and that their investment has been transferred to the defendant corporation, AP Private Equity Ltd. (AP Equity), which is owned and solely controlled by Aiden.
- [3] On April 21, 2022, the plaintiffs commenced this proceeding claiming relief based on breach of contract, fraudulent misrepresentation, civil fraud, misappropriation of funds, conversion, and unjust enrichment.

[4] The plaintiffs claim that the Defendants have assets in Ontario and that there is a serious risk that the Defendants will dissipate or remove assets from Ontario prior to a judgment being granted in this proceeding and that they would suffer irreparable harm if the injunction requested is not granted.

[5] For the reasons that follow, a *Mareva* injunction is granted.

Background

[6] The Plaintiff, Sacha Amar Dario Singh (Singh), is a businessperson and licensed real estate salesperson, who is also the sole director and officer of the Plaintiff corporation, 9319697 Canada Ltd, (931).

[7] In or around March 2021, Singh was introduced to the defendant Aiden by an Akil Heywood (Heywood) after informing Singh that Aiden had superior trading ability in cryptocurrency and other investments.

[8] Singh conducted some research into Aiden through social media and the numerous posts by Aiden.

[9] Between April 1, 2021, and January 16, 2022, the Plaintiffs invested \$4,565,000 with the Defendants. These funds were provided by a series of wire transfers, bank drafts and cash payments. The wire transfer payments were submitted to the TD Canada Trust (TD) account and a Bank of Nova Scotia (Scotiabank) account registered to Aiden.

[10] Each investment made by the Plaintiffs with the Defendant Aiden was documented in a written contract that was prepared by Aiden. Each contract contained various identical terms, including *inter alia* the following:

- a) that the Plaintiffs were investing funds with Aiden in exchange for a 70%/30% split on capital gains, whereby the Plaintiffs would receive 70% of capital gains and Aiden would receive 30% of capital gains;
- b) that if the investment were lost, the full initial investment plus any subsequent additions to capital would be repaid to the Plaintiffs, in increments of 25% of the total amount, in biweekly instalments;
- c) that the Plaintiffs would be entitled to withdraw any amount they choose from their personal portion of capital gains and that such withdrawals would be provided by Aiden within three business days of being requested; and
- d) that Aiden's target goals for capital gains would be in the range of 10% - 20% growth biweekly.

- [11] The contract provided that the brokerage company used for the investment was FXChoice Ltd. (FXChoice), which is a company headquartered and registered in Belize. The plaintiffs allege that Aiden represented to Mr. Singh that Aiden's brokerage account with FXChoice held funds in excess of \$100,000,000 CAD.
- [12] Between approximately April 1, 2021, and approximately April 4, 2022, Aiden regularly sent weekly updates to Singh to inform him the rate of return the investments the Plaintiffs had yielded. Singh kept records of the return rates Aiden represented he had achieved, which showed that Singh's investment had earned approximately \$23,292,096 CAD in profit, in addition to his principal investments.
- [13] On or around February 6, 2022, Singh requested to Aiden that he withdraw \$1,000,000 CAD from his investments with the Defendants, so that he could meet certain financial obligations. On or around February 20, 2022, Singh requested to Aiden that he be able to withdraw \$300,000 CAD from the investment fund. On or around March 5, 2022, Mr. Singh requested to Aiden that he be able to withdraw \$3,500,000 from the investment fund. Aiden informed Mr. Singh that this withdrawal would be arranged within 2-3 weeks. The Plaintiffs stated that they have only received \$10,000 of these funds.
- [14] On March 28, 2022, Singh deposes that Aiden informed him that Aiden had been having issues withdrawing funds from FXChoice and, as a result, had started an account at a newer brokerage. Aiden and an associate of his, Mitchell Learning (Learning), informed Singh that the new account that belongs to Aiden was held with Friedberg Direct. On or around May 23, 2022, Learning told Mr. Singh that this Friedberg Direct account had been closed and the funds had been moved to Forex.com. The global head office for Forex.com is located in New Jersey, USA.
- [15] On March 12, 2022, Singh indicates that Heywood forwarded to him a document that was purported to be a financial statement from the Defendants' FXChoice account, which he had been provided by Learning. This purported statement provided that the Defendants' FXChoice account contained approximately \$135,000,000 USD and that Aiden had conducted a trade for \$1,279,252.37 USD.
- [16] Singh deposes that FXChoice's Legal Department confirmed in an email dated May 5, 2022, that this account statement was not from FXChoice.
- [17] On May 18, 2022, Heywood informed Singh that he had been sent \$53,000 from AP Equity, which was a company controlled by Aiden. On May 20, 2022, Singh met with Learning, who showed him pictures and a video displaying another account statement from FXChoice, which was in the name of AP Equity. One picture that Learning showed Singh indicated that there was \$311,300,307.15 CAD in the AP Equity FXChoice Account. The video that Learning showed Singh indicated that there was \$1,401,494.45 in Aiden's personal FXChoice account.
- [18] Singh states that AP Equity is an active corporation, of which Aiden is the sole director and officer.

- [19] On or around May 21, 2022, Singh had a meeting with a representative of FXChoice, Paul Tagger (Tagger). Singh indicates that he showed Tagger the pictures and video that Learning had provided displaying what were purported to be account statements for Aiden's and AP Equity's FXChoice accounts. Tagger confirmed that \$311,000,000 was not in any FXChoice accounts held by Aiden or AP Equity.
- [20] Singh deposes that on June 23, 2022, Heywood learned from Aiden that Aiden had taken pictures of all his vehicles and was listing them for sale. Aiden also informed Heywood that Aiden removed a bank safe from a rental storage facility that he had been storing his vehicles in.
- [21] Singh deposes that Aiden is taking steps to dissipate, sell or hide his assets to prevent any creditor from acquiring said assets. This includes expensive vehicles such as Lamborghinis, Audis, Ferrari, Land Rover along with liquid assets in bank and cryptocurrency accounts in other countries, such as Belize.
- [22] Singh deposes that on or around June 16, 2022, Singh had a phone call with Aiden to discuss the repayment of his investment funds. Prior to having this call, Singh had requested that Aiden pay him a good-faith payment of up to \$50,000, in order to reassure him that Aiden intended to repay the funds that he owed to him. During the call, Aiden represented that he would make such a good faith payment and that he would meet with Singh for lunch at 1:00 p.m. on June 18, 2022, to further discuss the status of repaying Singh's full investment.
- [23] Aiden cancelled the lunch meeting and stated that he would submit a good-faith payment later that day. The payment that Aiden transferred to Singh was only in the amount of \$10,000 CAD. Singh states that Aiden represented that he would reschedule the lunch meeting. Mr. Singh deposes that he has been unable to contact Aiden, despite making numerous attempts to do so via WhatsApp and telephone. Aiden has not responded to Singh's attempts to reach him.
- [24] The evidence provided also indicates that there are other individuals who were introduced to Aiden and have provided millions of dollars and Bitcoin to Aiden for investment. These investors have requested repayment of substantial amounts of their investment money, being millions of dollars and Bitcoin, and have not received any funds from Aiden repaying their principal investments.
- [25] One of the investors, Mr. Rumble, retained Kroll, Inc. (Kroll), a corporate investigation and risk consulting firm, to investigate the crypto wallet that he had deposited funds into, at Aiden's direction. This Investigative Analysis revealed that Aiden had transferred, at most, 2.867 of the Bitcoin Mr. Rumble had sent him on FXChoice and that some of the Bitcoin Mr. Rumble had sent him was being held in a Bitcoin wallet associated with Aiden. The Investigative Analysis further showed that some of the Bitcoin Mr. Rumble transferred to Aiden had been transferred to various cryptocurrency exchanges, as well as a cryptographic-asset-based gambling service.
- [26] Singh alleges that Aiden is taking steps to dissipate and sell his assets.

Legal Framework

- [27] Section 101 of the *Courts of Justice Act*¹ and Rule 40.01 of the *Rules of Civil Procedure*² authorize the Court to grant an interlocutory injunction: “where it appears to a judge of the court to be just or convenient to do so.”
- [28] Rule 40.01 mandates that an interlocutory injunction may be granted for a period not exceeding 10 days and that the moving party shall undertake to abide by any order concerning damages that the Court may make. The Plaintiff has provided such an undertaking.
- [29] A *Mareva* injunction is an extraordinary remedy. If granted, it, in effect, freezes assets of the recipient. Thus, it becomes a form of execution before judgment.
- [30] The leading cases on temporary or final injunctions are *RJR MacDonald Inc. v. Canada (Attorney General) (RJR MacDonald)*³ and *R. v. Canadian Broadcasting Corp.*⁴ (*R. v. CBC*).
- [31] The test to grant an injunction as set out in *RJR MacDonald* is well known. The criteria that the party requesting an injunction must demonstrate are:
- (a) From a preliminary assessment of the merits of the case, there is a serious question to be tried;
 - (b) Irreparable harm will result if the relief is not granted; and
 - (c) Which of the parties would suffer greater harm from the granting or refusing of the injunction pending a decision on the merits.⁵
- [32] The test in *RJR MacDonald* was slightly modified by the Supreme Court of Canada in *R. v. CBC*. In *R. v. CBC*, the Court indicated:

The applicant must demonstrate a strong *prima facie* case that it will succeed at trial. This entails a strong likelihood on the law and the evidence presented that, at trial, the applicant will be ultimately successful in proving the allegations set out in the originating notice.⁶

The party seeking the injunction would, unless the injunction is granted, suffer irreparable harm that is not susceptible or would be difficult to be compensated in damages.

¹ RSO 1990 c. C.43

² RRO 1990, Reg.194

³ [1994] 1 S.C.R. 311.

⁴ 2018 SCC 5 (CanLII).

⁵ *Supra*, note 3, at para 43.

⁶ *Supra*, note 4, at para 18.

The party seeking the injunction “must show that the balance of convenience favours granting the injunction.”⁷

- [33] The Court, in *R. v. CBC*, emphasized that the burden upon the party seeking the injunction is to show a case of “such merit that it is very likely to succeed at trial.” The Court defined the meaning of “very likely to succeed at trial” in stating: “Meaning, that upon a preliminary review of the case, the application judge must be satisfied that there is a strong likelihood on the law and the evidence presented that, at trial, the applicant will be ultimately successful in proving the allegations set out in the originating notice.”⁸
- [34] In the *Mareva* injunction context, when the moving party is seeking a freezing of the assets of the recipient, the moving party must establish:
- i. A strong *prima facie* case against the defendants;
 - ii. The defendants have assets in the jurisdiction;
 - iii. There is a risk of the assets being removed from the jurisdiction, or disposed of within the jurisdiction or otherwise put beyond the reach of the Court such that the plaintiff will be unable to realize on a judgment in its favour;
 - iv. The moving party would suffer irreparable harm if the order is not made; and
 - v. The balance of convenience favours the granting of the order.⁹
- [35] The overriding consideration of the Court “is that the defendant threatens to so arrange his assets as to defeat his adversary, should that adversary ultimately prevail and obtain judgment, in any attempt to recover from the defendant on that judgment.”¹⁰
- [36] In cases concerning fraud or the removal or dissipation of assets, the moving party need not show direct evidence of dissipation or removal of assets. It is sufficient to show “that all the circumstances, including the circumstances of the fraud itself, demonstrate a serious risk that defendant will attempt to dissipate assets or put them beyond the reach of the plaintiff.”¹¹

⁷ *Ibid* at para 18.

⁸ *Supra*, note 4 at para 17.

⁹ *HZC Capital Inc. v. Lee*, 2019 ONSC 4622, at para. 45.

¹⁰ *Aetna Financial Services Ltd. v. Feigelman*, [1985] 1 S.C.R. 2, at para. 25 quoted from *HZC Capital Inc.*, *supra*, note 9 at para. 46; *Chitel v. Rothbart*, 1982 CarswellOnt 508 (CA) at paras. 30-32.

¹¹ *Sibley & Associates LP v. Ross*, 2011 ONSC 2951, at para. 63.

Position of the Plaintiffs

- [37] The Plaintiffs argues that they have a strong *prima facie* case of civil fraud/fraudulent misrepresentation, breach of contract, conversion, and misappropriation of funds.
- [38] The Plaintiffs submit that the Aiden made numerous false representations to Singh which include:
- i. That in the event of any loss, Aiden would fully indemnify the initial investments plus additions to capital.
 - ii. The target goals on the investments in the range of 10% to 20% per week and would pay to the Plaintiffs 70% of the return on investments.
 - iii. The investments would have consistent profit from week to week.
 - iv. Aiden would personally be liable for any loss of the investments.
- [39] The Plaintiffs contend that they have a strong *prima facie* case on unjust enrichment. Aiden has received an enrichment of million of dollars. The Plaintiffs have been deprived of these monies and there is no juristic reason why the Defendants should retain these funds. Accordingly, the plaintiff submits, they have a strong *prima facie* case based on unjust enrichment.
- [40] In addition, the Plaintiffs contend that they have a strong *prima facie* case on conversion and misappropriation of funds. The Plaintiffs contend that Aiden has wrongfully interfered with their money, that is inconsistent with the Plaintiffs' right to possession. Aiden has not provided the investment monies though having been requested to do so. This is conversion and misappropriation of funds.
- [41] The Plaintiffs would suffer irreparable harm if the injunction is not granted. Aiden has and is taking steps to dissipate his assets. If the Plaintiffs would obtain judgment with no injunction in place, there will be no assets that would be recoverable to satisfy any judgment. Aiden is selling or removing his assets, his luxury vehicles, safe and accounts, money, and cryptocurrency out of the reach of any creditor.
- [42] Aiden does have substantial assets in Ontario which include the luxury vehicles of a Ferrari, four Audis, three Lamborghinis, three McLarens, a Land Rover, and a BMW. He has also has \$300 million dollars in cryptocurrency, and bank accounts in Ontario.
- [43] Considering all the circumstances and the pattern of conduct of Aiden of not responding, not transferring the principal investments, not paying monies promised, the social media posts of assets purchased along with cancelling of meetings and his conduct with other investors, there is a demonstrable pattern of behaviour that the balance of convenience favours the Plaintiffs, and an injunction should be granted.

Issues

[44] The issues for this Court to determine on this *ex parte* motion are:

- i. Have the Plaintiffs satisfied the criteria for a *Mareva* injunction, and should an injunction be granted?
- ii. If so, what are the terms of the injunction order that should be made?

Analysis

Should a *Mareva* injunction be granted?

Strong Prima Facie case

[45] I am satisfied that at this stage that the Plaintiffs have provided a strong *prima facie* case based on breach of contract and civil fraud/fraudulent misrepresentation.

[46] For civil fraud/fraudulent misrepresentation, the Plaintiffs must establish that:

- i. A false representation of the Aiden.
- ii. A level of knowledge of the falsehood of the representation by Aiden, whether through knowledge or recklessness.
- iii. The false representation caused the Plaintiffs to act; and
- iv. The Plaintiffs' actions resulted in a loss to them.¹²

[47] Based on the evidence presented on this motion, the Court is satisfied that there is strong *prima facie* case because:

- i. Aiden has not complied with the term of the contracts to indemnify the Plaintiffs on their monies or losses and has not repaid the investments to the Plaintiffs after numerous requests to do so.
- ii. The representations of the Aiden to indemnify which appears to have been fraudulent, through either knowledge or recklessness.
- iii. The representation of the percentage of return on a weekly basis.
- iv. The representation of repayment in 25% increments.
- v. The entitlement to withdraw any amount chosen from the Plaintiffs' investments on three days notice.

¹² *Bruni Appliance and Furniture, Inc. v. Hryniak*, 2014 SCC 8 (CanLII), [2014] 1 SCR 126 at para. 21.

- [48] I find that the Plaintiffs have satisfied the first stage of a strong *prima facie* case and, on the evidence, provided that they are likely to be successful at trial. Given my conclusion on breach of contract and civil fraud, I need not consider conversion, misappropriation of funds or unjust enrichment.

Defendants have assets in the jurisdiction

- [49] There is no issue from the evidence presented that the Defendants have assets in the Ontario. This stage of the test has been satisfied.

There is a risk of the assets being removed from the jurisdiction or disposed of

- [50] The Plaintiffs have provided evidence that Aiden is attempting to liquidate assets and move assets. The evidence indicates that Aiden has transferred cryptocurrency, vehicles, and entities in his name. He has listed vehicles for sale. He removed a safe from his residence. He has misrepresented his assets and global investment fund assets.
- [51] Also, in the world of technology in which we presently live, transferring liquid assets, money, and cryptocurrency, can occur at the click of a mouse.
- [52] The overall conduct presented, relating not only to the Plaintiffs but other investors as well, demonstrate a strong likelihood that Aiden will not only remove assets from the jurisdiction but also move his assets to areas that may very well prevent the Plaintiffs, the investors, and any creditor from realizing on any judgment for damages that may be obtained.
- [53] I am therefore satisfied that the Plaintiffs have met this stage of the test.

Will the Plaintiffs suffer irreparable harm?

- [54] I am also satisfied that the Plaintiffs will suffer irreparable harm if the injunction is not granted. The evidence indicates that the Plaintiffs have provided significant funds, over 4 million dollars, to Aiden. These are monies the Plaintiffs require for their businesses and personal use.
- [55] If the injunction is not granted, in all likelihood, there will be no assets available for the Plaintiffs to realize on any judgment if they are successful in this action.
- [56] I am satisfied that this meets the test of irreparable harm.

Balance of Convenience

- [57] The balance of convenience is in favour of the Plaintiffs in granting the *Mareva* injunction.
- [58] The conduct of Aiden and the ramifications to the Plaintiffs tilt in favour of the Plaintiffs. The precariousness of the type of assets involved – money and cryptocurrency – along with

the actions of Aiden to dissipate and liquidate his assets tilts the balance in favour of the Plaintiffs.

- [59] Furthermore, the overriding consideration of the Court is if the conduct of the Defendants threatens to arrange their assets in such a way to defeat the Plaintiffs if they should ultimately prevail and obtain a judgment. I find that this applies in the factual situation presented to the Court through the evidence provided.

Conclusion


- [60] Consequently, I conclude that the Plaintiffs have satisfied the criteria for a *Mareva* injunction and hereby grant a temporary *Mareva* injunction in their favour.

Terms of the Order

- [61] The Plaintiffs have provided the Court with a draft order. Having reviewed the order, I am not agreeable to all the terms set out in the order with changes. The Court is not persuaded that evidence has been provided to show that the defendants have an interest in or have the accounts requested at RBC. The Court is persuaded from the material provided that the defendants have accounts or interest in accounts listed in the Order, namely with TD Bank and Bank of Nova Scotia, along with 5.12 BTC from unspent Cluster A Assets as described in the Kroll Report, as summarized at page 22.
- [62] The Court has amended the terms requested by the Plaintiffs in the draft order. The Court is agreeable to provide the Plaintiffs with an order in the form and content as in the Order attached hereto as Schedule "A".

Disposition

- [63] A temporary *Mareva* injunction is granted to the Plaintiffs.
- [64] The terms of the temporary *Mareva* injunction and order are as set out in Schedule "A" attached hereto.
- [65] This motion is returnable on July 18, 2022, at 9:30 am.
- [66] Costs reserved.


Justice P.W. Sutherland

Released: July 7, 2022

Court File No. CV-22-00000915-0000

THE HONOURABLE JUSTICE) _____, THE _____
) DAY OF JUNE 2022
)

(Court Seal)

SACHA AMAR DARIO SINGH and 9319697 CANADA LTD.

Plaintiffs/
Moving Parties

- and -

AIDEN PLETESKI and AP PRIVATE EQUITY LTD.

Defendants

ORDER PROHIBITING DISSIPATION OF ASSETS

THIS MOTION, is made without notice by the Plaintiffs, Sacha Amar Dario Singh and 9319697 Canada Ltd. for an Order in the form of a worldwide *Mareva* injunction restraining the Defendant Aiden Pleterski (“**Mr. Pleterski**”) and AP Private Equity Ltd. (“**AP Private**”) from removing from Ontario or in any way disposing of or diminishing the value of its assets wherever located anywhere in the world, was heard this day in writing at the Oshawa Courthouse at 150 Bond Street.

ON READING the Motion Record and Factum of the Plaintiffs, dated June 28, 2022, and upon reading the submissions of counsel for the Plaintiff, and on noting the undertaking of the Plaintiff to abide by any Order this Court may make concerning damages which the Court may make if it is subsequently determined that the granting of this Order has caused damage to the Defendants or any other person for which the Plaintiffs ought to compensate the Defendants or such other person and to pay the reasonable costs of any person other than the Defendants which have been incurred as a result of this Order including the costs of ascertaining whether that person holds any of the Defendants' assets,

Mareva Injunction

1. **THIS COURT ORDERS** that the Defendants (including as known by any aliases, whether listed in the style of cause or otherwise), and their servants, employees, agents, assigns and anyone else acting on their behalf or in conjunction with them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- a. from selling, removing, dissipating, alienating, transferring, disposing, assigning, encumbering, or similarly dealing with any assets of the Defendants, other than as provided for in this Order, wherever situated in the world, including but not limited to the following bank accounts:

Bank: TD Canada Trust

Institution Number: 004

Transit Number: 01622

Account Number: 6558549 DEPOSIT SLIP VOL 2 156

Bank: Bank of Nova Scotia

Institution Number: 002

Swift Code: NOSCCATT

Account Number: 576120034622 VOL 2 80

- b. from selling, withdrawing, removing, transferring, dissipating, or encumbering the funds or financial instruments held in the cryptocurrency wallet identified by the digital address 1PqVKRJL26PX8RZzrh6sijSqmPKYbC1QSD... as detailed in Exhibit "A" in the Affidavit of David Sigmundson, which was affirmed on June 24, 2022; VOL 4 27 and 45
- c. instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
- d. facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

2. **THIS COURT ORDERS** that paragraph 1 applies to all of the Defendants' assets, wherever situated in the world, whether or not they are in their own names and whether they are solely or jointly owned. For the purpose of this order, the Defendants' assets include any asset which they have the power, directly or indirectly, to dispose of or deal with as if it were their own. The Defendants are to be regarded as having such power if a third party holds or controls the assets in accordance with their direct or indirect instructions.

3. **THIS COURT ORDERS** that the Plaintiffs shall pay to any person served with this order pursuant this Order, the reasonable expenses associated with conducting the therein required searches of records, which expenses shall not exceed \$100.00 or any other amount the parties may agree or a Court may Order.

4. **THIS COURT ORDERS** that if the total value free of charges or other securities of the Defendants' assets exceeds \$33,000,000 CAD, or the equivalent in any other currency, the Defendants may sell, remove, dissipate, alienate, transfer, assign, encumber, or similarly deal with them so long as the total

unencumbered value of the Defendants' assets remains above \$33,000,000 CAD, or the equivalent in any other currency.

Ordinary Living Expenses

5. **THIS COURT ORDERS** that the Defendants, or any of them, may apply for an order, on at least one (1) business day notice to the Plaintiffs, for an order granting them sufficient funds for ordinary living or business expenses or legal advice and representation.

Disclosure of Information

6. **THIS COURT ORDERS** that the Defendants prepare and provide to the Plaintiffs within 10 days of the date of service of this Order, a sworn affidavit listing and describing the nature, value and location of their assets worldwide, whether in their own name or not and whether solely or jointly owned. Wrongful refusal to provide this information referred to in this paragraph may result in a finding of contempt of court and may render the Defendants liable to be imprisoned, fined or have their assets seized.

7. **THIS COURT ORDERS** that the Defendant, Mr. Pieterski submit to an examination under oath, in his personal capacity and on behalf of the Defendant AP Equity Ltd., within 14 days of the delivery by the Defendants of the aforementioned sworn statement. Wrongful refusal to provide this information referred to in this paragraph herein maybe result in a finding of contempt of court and may render the Defendants liable to be imprisoned, fined or have their assets seized.

Third Parties

8. **THIS COURT ORDERS** that TD Canada Trust, FXChoice, Friedberg Direct, and the Bank of Nova Scotia ("**the Banks**") forthwith freeze and prevent any removal or transfer of monies or assets of the Defendants held in any account or on credit on behalf of the Defendants with the Banks, until further order of this Court.

9. **THIS COURT ORDERS** that the Banks forthwith disclose and deliver up to the Plaintiffs all records held by the Banks concerning the Defendants assets and accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held on behalf of the Defendants by the Banks, which will include the identity of the owner or owners of the said accounts.

10. **THIS COURT ORDERS** that the Banks, forthwith disclose and deliver up to the Plaintiffs any and all records held by the Banks concerning the Defendants assets and accounts, including the existence, nature, value and location of any monies or assets or credit wherever situate, held on behalf of the Defendants by the Banks.

11. **THIS COURT ORDERS** that any individual or corporation is, upon being served with this order, is prohibited from transferring any asset that they are in possession of which belong to any of the Defendants.

12. **THIS COURT ORDERS** that any individual or corporation shall, upon being served with this order, conduct a diligent search of its records to ascertain if it is in the possession of any of the Defendants' assets and to confirm to the lawyer for the Plaintiffs, in writing within 14 business days of being served with this order, whether or not that individual or corporation is in possession of the Defendants assets.

Further Orders

13. **THIS COURT ORDERS** that the Plaintiffs are entitled to an accounting of all funds, assets, effects and property of the Defendants, including any accounts and any improper dissipation thereof, and all funds and assets had or received by the Defendants, or any person or entity on their behalf, and all the dealings and transactions between the Defendants and between the Defendants and Plaintiffs, related to all amounts paid by the Plaintiffs to the Defendants, and any profits thereof.

14. **THIS COURT ORDERS** that the Plaintiffs are entitled to a worldwide equitable tracing of all funds, which were obtained by the Defendants from the

Plaintiffs, into and through any financial accounts or deposit facilities in the name of, or held on behalf of or for the benefit of, the Defendants and into and through any assets purchased by the Defendants using funds that were fraudulently obtained from the Plaintiffs.

Variation, Discharge or Extension of the Order

15. **THIS COURT ORDERS** that anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this order in accordance with Rule 37.14 of the *Rules of Civil Procedure* on ten (10) days notice to the Plaintiffs.

Service of Order

12. **THIS COURT ORDERS** that this Order and the associated motion materials may be served on the Defendants by email service to [REDACTED] and by WhatsApp messaging to the phone number [REDACTED].

13. **THIAS COURT ORDERS THAT** motion be returnable on July 18, 2022 at 9:30 am by zoom. Staff to send out the call-in details.

14. **THIS COURT ORDERS** that this notwithstanding Rule 59.05, this Order is effective immediately and is enforceable without any need for formal entry.

15. **THIS COURT ORDERS** that the costs of the Plaintiff's motion for injunctive relief will be reserved to the trial judge.

Justice P. Sutherland

SACHA AMAR DARIO SINGH et *al.*
Plaintiffs

- and -

AIDEN PLETERSKI et *al.*
Defendants

Court File No.: CV-22-00000915-0000	
\\twdc1\data\S\Singh, Sacha\Orders & Endorsements\2022-06-28 Order re injunction. final.docx	ONTARIO SUPERIOR COURT OF JUSTICE PROCEEDING COMMENCED AT OSHAWA
	ORDER
	WALKER LAW PROFESSIONAL CORPORATION 1 Adelaide Street E, Suite 2501 Toronto, Ontario M5C 2V4 Tanya C. Walker (52997A) tanya@tcwalkerlawyers.com Tel: 647-342-2234 ext. 302 Fax: 416-362-2334 Jordan Koenig (75094L) jkoenig@tcwalkerlawyers.com Tel: 647-342-2334 ext. 300 Lawyers for the Plaintiffs/ Moving Parties

Appendix “B”

District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208581-OT-31 31-2856381 (AP Private Equity Limited)

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY, IN THE PROVINCE OF ONTARIO

District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208582-O-T31 31-2856382 (Aiden Pleterski)

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

SECOND REPORT OF THE TRUSTEE

INTRODUCTION

1. On August 9, 2022, the Ontario Superior Court of Justice (the “**Court**”) ordered that Aiden Pleterski (“**Pleterski**”) and AP Private Equity Limited (“**AP**” and together with Pleterski, the “**Bankrupts**” or individually each a “**Bankrupt**”) be adjudged bankrupt (the “**Bankruptcy Orders**”). The Bankruptcy Orders were made following a petition filed by several creditors who are owed money by the Bankrupts (the “**Petitioning Creditors**”). Grant Thornton Limited was appointed as the trustee in bankruptcy (the “**Trustee**”) of both Bankrupts. Copies of the Bankruptcy Orders are attached as **Appendix “A”**.
2. Pleterski, the self-described “Crypto King”, claims to have operated AP as an investment business in which, among other things, monies were allegedly invested on behalf of investors in cryptocurrency and foreign exchange positions. AP was incorporated on December 13, 2021. Pleterski is the sole officer and director of AP. Investments appear

to have been made both through Pleterski personally and through AP without regard to the parties to the documents executed by investors.

PURPOSE

3. The purpose of this report (the “**Second Report**”) is to:

- a) Provide an update to the Court and the creditors on key developments related to the Bankrupts and seek Court approval of the Trustee’s activities;
- b) Provide support for the Trustee’s request for an order:
 - (1) directing the financial institutions utilized by the Bankrupts (the “**Banks**”), including but not limited to Toronto-Dominion Bank (“**TD**”), Royal Bank of Canada (“**RBC**”) and Scotiabank (“**BNS**”), to pay any and all funds of the Bankrupts to the Trustee; and
 - (2) directing the Banks to provide information requested by the Trustee relating to certain banking transactions;
- c) Provide support for the Trustee’s request for an order:
 - (1) substantively and procedurally consolidating the estates of the Bankrupts;
 - (2) directing counsel to the Mareva Plaintiffs, Walker Law Professional Corporation (“**Mareva Counsel**”), to forthwith deliver up a copy of the transcript of the examination of Pleterski conducted in the Mareva Proceedings (as defined below), together with any exhibits referred to therein and any undertakings provided in respect thereto, (collectively, the “**Mareva Examination Documents**”) to the Trustee;
 - (3) directing the Trustee to pay legal costs totaling \$97,132.37 to the Mareva Plaintiffs (as defined below) upon receipt of the Mareva Examination Documents;
 - (4) directing the Trustee to pay legal costs totaling \$63,534.98 to the Petitioning Creditors;
 - (5) directing the Car Dealers (as defined below) to forthwith deliver any and all documents in their possession and control relating to the Pleterski Vehicles, the Lamborghini or the Bentley (each as defined

- below), including but not limited to any credit application or documentation evidencing the method of payment; and
- (6) authorizing and directing the Trustee to sell the Dragan BMW (as defined below) for the benefit of the estates of the Bankrupts.

BACKGROUND

4. On April 21, 2022, Sacha Amar Dario Singh and 9319697 Canada Ltd. (the “**Mareva Plaintiffs**”) commenced an action against the Bankrupts (the “**Mareva Proceeding**”) claiming relief based on breach of contract, fraudulent misrepresentation, civil fraud, misappropriation of funds, conversion, and unjust enrichment. The Mareva Plaintiffs allege that they were induced into making substantial investments with Pleterski between April 2021 and January 2022 and that the inducement was based on fraudulent misrepresentation.
5. The Mareva Plaintiffs successfully obtained an *ex parte* worldwide *Mareva* injunction pursuant to the Order of Justice Sutherland dated July 7, 2022 (the “**Mareva Order**”), a copy of which, together with the Endorsement, is attached as **Appendix “B”**. As set out in the Endorsement, the Court was satisfied that there was a strong *prima facie* case that Pleterski committed a breach of contract and civil fraud.
6. The Trustee has been advised that, throughout 2022, investors became increasingly concerned about recovering the funds they invested with the Bankrupts. Several investors in the same position as the Mareva Plaintiffs sought and obtained the Bankruptcy Orders against the Bankrupts on August 9, 2022 which resulted in all of the investors becoming creditors in these proceedings.
7. The First Meeting of Creditors of the Bankrupts (the “**First Meeting**”) was held on August 29, 2022. As at the First Meeting, claims totaling approximately \$13 million were filed in the estates of the Bankrupts (as of the date of the Second Report, claims filed exceed \$25 million).
8. The minutes of the First Meeting, attached as **Appendix “C”**, outline the votes cast by the creditors of the Bankrupts present at the First Meeting to affirm the appointment of the Trustee. Although there were insufficient votes to technically affirm, no motion was made

to substitute the Trustee as there would not have been the requisite majority to make such a motion. As a result, pursuant to the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), the Trustee’s appointment has continued in accordance with the Bankruptcy Orders.

9. At the First Meeting, the Trustee tabled a copy of the Trustee’s Report on its Preliminary Administration dated August 29, 2022 (the “**Preliminary Report**”), a copy of which is attached as **Appendix “D”**. Among other things, the Preliminary Report noted Pleterski’s lack of cooperation in attending to his duties as a bankrupt and providing his assets to the Trustee.
10. On September 9, 2022, the Trustee issued its First Report (the “**First Report**”), a copy of which (without exhibits) is attached as **Appendix “E”**. Among other things, the First Report noted Pleterski’s:
 - a) Lack of cooperation which drastically increased the costs of the administration thereby impacting potential recoveries to creditors;
 - b) Failure to attend to basic duties, including preparing a Statement of Affairs, which hampered the Trustee’s ability to contact all creditors and notify them of the First Meeting and of the bankruptcies;
 - c) Refusal to answer basic questions about his affairs;
 - d) Failure to attend the First Meeting in person;
 - e) Failure to provide books and records to the Trustee; and
 - f) Failure to provide his cell phone after a series of requests from the Trustee. Pleterski’s cell phone was important to the Trustee as it understands that any trading done by Pleterski was done through applications on his cell phone.
11. The Trustee brought a motion for an Order requiring that all books, papers and property in the possession of Pleterski, including any cell phones, computers and any other electronic devices used by the Bankrupts be immediately delivered up to the Trustee. The Trustee was of the opinion that Pleterski, personally and on behalf of AP, continually and repeatedly violated his duties pursuant to section 158 of the BIA thereby committing several bankruptcy offences. As a result, the Trustee sought the extraordinary remedy of having Pleterski arrested due to his conduct and failure to comply with his duties.

12. At the hearing on September 13, 2022, Pleterski agreed to deliver up the requested cell phone, assets and sworn Statement of Affairs to the Trustee. As a result, the Court delayed the Trustee's request for an arrest warrant but issued an endorsement (the "**September Endorsement**") requiring Pleterski's compliance and adjourning the Trustee's motion to be brought on again "if there are further instances of non-compliance." The September Endorsement is attached as **Appendix "F"**.
13. Following the issuance of the September Endorsement, Pleterski delivered his cell phone for imaging and sworn Statement of Affairs. However, as a result of Pleterski's continued non-compliance with his duties and responsibilities after the September Endorsement, the Trustee issued a Supplement to the First Report, a copy of which is attached as **Appendix "G"**, outlining Pleterski's continued bankruptcy offences and requesting that the original relief, including Pleterski's arrest, be granted. In particular, Pleterski:
 - a) refused to provide the Trustee with his second cell phone;
 - b) was in possession of an Audi RSQ8 (the "**RSQ8**") which was believed to have \$15,000 in equity value, after deduction of amounts owing to Volkswagen Leasing, which he refused to deliver to the Trustee;
 - c) failed to provide his diamond-studded Rolex (the "**Rolex**") watch to the Trustee which he acknowledged was in his possession; and
 - d) did not respond to messages from the Trustee.
14. On the eve of the subsequent return of the motion, Pleterski delivered up the RSQ8 and the Rolex and agreed to make arrangements for the delivery of his second cell phone. As a result of Pleterski's last minute compliance, the Court again adjourned the Trustee's motion for the arrest of Pleterski pursuant to the Endorsement dated October 6, 2022 (the "**October Endorsement**"), a copy of which is attached as **Appendix "H"**. The October Endorsement specifically noted that the Court was not foreclosed from finding that the arrest of Pleterski was a possible future remedy if the pattern of conduct continued.
15. The Trustee continues to be contacted regularly by creditors who were not identified by Pleterski in his sworn Statement of Affairs. Some of the stories of the impact that the losses caused by Pleterski's alleged actions have on creditors are heartbreaking. Recently, Pleterski's conduct and lifestyle has been the subject of news stories conducted by CBC,

CTV and other media publications. These stories have led to other creditors unknown to the Trustee coming forward after becoming aware of the Bankruptcy Orders.

ACTIVITIES AND CONDUCT OF THE TRUSTEE

16. A number of creditors have requested an update on the proceedings. Although the Trustee wants to keep creditors updated on the steps it has taken to date, the Trustee thinks it unwise to publicly provide the details of its strategy for the recovery of assets given the nature of the allegations against the Bankrupts. As a result, the Trustee will only disclose those steps taken which it considers publicly advisable to disclose.
17. At the First Meeting, the creditors of the Bankrupts voted to elect five inspectors, namely Braden Martyniuk, Sacha Singh, Akil Heywood, Alice Chornenka and Stewart Wilson (collectively, the “**Inspectors**”). The Inspectors are responsible for representing the interests of the creditors at large. The Trustee is somewhat analogous to the management of a company and the Inspectors to a board of directors. Major decisions made by the Trustee must be approved by the Inspectors similar to the manner in which major decisions of management are approved by a board of directors. Since the First Meeting on August 29, 2022, the Trustee has met with the inspectors eight (8) times and has provided the details of all aspects of the Trustee’s strategy and activities. The Trustee’s strategy and activities have been approved by the Inspectors.

Investigative Steps

18. As noted in the Trustee’s Preliminary Report, the initial investigative steps taken by the Trustee prior to the First Meeting included the following:
 - a) Making attempts to obtain the materials relating to the Mareva Proceeding, including the Mareva Examination Documents;
 - b) Online research into Pleterski, the Originators (as defined in the Preliminary Report) and others who may have information related to the assets and business dealings of the Bankrupts;
 - c) Speaking with creditors, reviewing the 119 proofs of claim received and the documents provided by creditors regarding the whereabouts of Pleterski’s assets and the details of the allegations against the Bankrupts;

- d) Conducting a preliminary examination of Pleterski, personally and on behalf of AP, on August 24, 2022 and asking detailed questions about his assets including:
 - (1) The whereabouts of vehicles which we understood he had previously owned;
 - (2) Questions related to offshore assets;
 - (3) Questions related to gold and silver bars Pleterski allegedly owned;
 - (4) An explanation for the drastic decrease in Pleterski's assets in comparison to his liabilities and the exact nature of current and prior investments; and
 - (5) The role and identity of the Originators.
 - e) Searching for undisclosed vehicles by obtaining a list of vehicles from Pleterski's insurance broker and performing Registration Identification Number searches to determine vehicles registered directly or indirectly to Pleterski;
 - f) Speaking with Pleterski's father, Dragan Pleterski, in respect of vehicles registered in his name which were paid for by Pleterski;
 - g) Requesting that Thornton Grout Finnigan LLP ("**TGF**"), the Trustee's legal counsel, conduct a land title search in respect of 5126 Lakeshore Road, Burlington (the "**Burlington Property**"), being the residence where Pleterski was previously living, as a result of allegations that Pleterski has an ownership interest in the Burlington Property;
 - h) Contacting legal counsel acting for Pleterski requesting details relating to a \$500,000 deposit (the "**Ajax Deposit**") made by Pleterski in respect of the acquisition of real property located at 725 Westney Road South, Ajax (the "**Ajax Property**") to determine the status of the transaction and whether the deposit could be recovered;
 - i) Reaching out to the Originators to determine whether certain payments were and should be recoverable for the benefit of creditors and other information relating to the Bankrupts; and
 - j) Requesting statements from the financial institutions and investment exchanges with which Pleterski had dealings.
19. Since the issuance of the Preliminary Report, the Trustee's investigation has expanded to include:
- a) Completion of background checks on key people thought to be involved in the business dealings of the Bankrupts;
 - b) Imaging and reviewing the two cell phones used by Pleterski;

- c) Speaking with representatives of Sunray Group of Hotels ("**Sunray**") in respect of the Burlington Property which the Trustee determined was subject to an Agreement of Purchase and Sale and Lease to Own between Pleterski and a number company that the Trustee was advised is owned by Sunray;
- d) Speaking with representatives of Sunray relating to a McLaren Senna automobile which may have a market value of over \$1.5 million and was transferred by Pleterski to Sunray (which Sunray advised was held as collateral for the lease to own of the Burlington Property); and
- e) Gathering information and preparing for examinations conducted and to be conducted by TGF pursuant to section 163 of the BIA.

Recovery of Assets

20. In addition to the investigative steps noted above, the Trustee has taken the following steps in respect of the recovery of assets for the benefit of the estates since its appointment, including:
 - a) Locating and taking possession of 13 automobiles with very little cooperation from Pleterski and entering into an agreement to sell these vehicles;
 - b) Recovering jewelry including the Rolex from Pleterski;
 - c) Recovering the Audi A4 previously in the possession of Pleterski's former girlfriend, Mya Patricia Trentadue. The Trustee understands that Ms. Trentadue may also be in possession of luxury handbags, designer clothing and jewelry that was purchased for her by Pleterski, but Ms. Trentadue has not responded to the Trustee's request that these items be delivered to the Trustee – the Trustee continues to consider its options in respect of these assets;
 - d) Collecting and depositing \$543,000 in bank drafts payable to the Bankrupts at the time of the bankruptcies; and
 - e) Contacting 21 financial institutions to put them on notice of the bankruptcies and requesting them to freeze the Bankrupts' assets and provide the funds to the Trustee – to date, the Trustee has seized funds totaling \$307,905.04 from such financial institutions, with another estimated \$125,000 which has been frozen, but not yet seized.
21. As a result of information obtained through its investigation, the Trustee will be focusing on repatriating assets paid for by Pleterski using investor funds, but currently in the

possession and control of other individuals, including but not limited to, Pleterski's family members.

Other Activities

22. Since the First Meeting, the Trustee has been liaising with the Office of the Superintendent of Bankruptcy (the "**OSB**") (which regulates bankruptcies) and answering their inquiries in respect of the proceedings. Representatives of the OSB attended the First Meeting and the hearing which resulted in the October Endorsement.
23. A number of creditors have asked the Trustee to comment on whether the Bankrupts were operating a Ponzi scheme and if the Trustee will be pursuing criminal action. The Trustee has not completed its investigation and it would be inappropriate to draw any conclusions or determine next steps until the investigation is complete. As detailed below, the Trustee is still awaiting key banking transaction details from a number of financial institutions and other information and the investigation cannot be completed until the Trustee has all of this information.

DIRECTION TO FINANCIAL INSTITUTIONS

24. The Bankrupts' main bank accounts appear to have been at RBC, BNS and TD Bank (collectively the "**Banks**"). RBC and BNS have provided all of the funds in the name of the Bankrupts to the Trustee. However, given the direction under the Mareva Order, counsel for TD Bank was concerned that there is a conflict between the Mareva Order and the Bankruptcy Orders in respect of the delivery of those funds and have requested that the Trustee seek an order directing that the funds be paid over to the Trustee, notwithstanding the Mareva Order.
25. The Trustee also requested that the Banks provide the banking statements of the Bankrupts to the Trustee covering the period January 1, 2020 to August 9, 2022 (the "**Relevant Period**"). The Banks have provided the banking statements to the Trustee but the statements lack details regarding the payees and the payors of the funds. Counsel to TD Bank has expressed privacy concerns in respect of the provision of this additional information and requested that the Trustee seek an order directing that the information be provided to the Trustee notwithstanding the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5. ("**PIPEDA**"). Although RBC and BNS have not

indicated a reluctance to provide the additional information due to PIPEDA concerns, the information has not yet been provided. The information relating to any funds paid by the Bankrupts during the Relevant Period is imperative to the Trustee's investigation and the Trustee believes it appropriate that the Banks, or any other financial institution having dealings with the Bankrupts, should be protected in respect of the provision of this information.

CONSOLIDATION OF ESTATES

26. In its Preliminary Report delivered to the creditors of the Bankrupts, the Trustee stated that it was the Trustee's preliminary view that the bankruptcies of Pleterski and AP should be consolidated into one estate. In order to have some basis for valuing claims for the purpose of voting at the First Meeting, the Trustee took the approach that, where there was a conflict between the contracting party in the investment agreement and the party who received the funds, the party who received the funds was determined to be the debtor. For example, if an investor entered into an agreement with AP but paid Pleterski, then that investor was considered to be a creditor of Pleterski. While this approach was a practical way to value claims at the First Meeting, there is no legal basis for this approach and it results in an arbitrary outcome whereby creditors who paid Pleterski would receive a much larger recovery than creditors who paid AP since most of the assets recovered are in the name of Pleterski for the reasons outlined below.
27. Since the First Meeting, the Trustee has had an opportunity to review the additional proofs of claim received, including any documents provided in support of the claims filed. The Trustee notes that all of the investment agreements originally appear to be entered into personally by Pleterski (the oldest agreement provided to the Trustee is dated January, 2021). However, based on the information obtained by the Trustee, starting in August, 2021 (before AP had even been incorporated), AP became the primary signatory to the investment agreements (although investment agreements were entered into by Pleterski personally as recently as March, 2022). The Trustee has been made aware that payments made directly to AP did not commence until January, 2022 but direct payments to Pleterski continued after that date.
28. The Trustee remains uncertain as to which Bankrupt each claimant's claim should be against. The Trustee believes that there are three approaches that could be used:

- (i) Determine the Bankrupt based on the name of the party paid – This was the approach used at the First Meeting. Under this approach, if the creditor’s proof of claim showed that they paid Pleterski, then they would have a claim against Pleterski even if the investment agreement was entered into in the name of AP;
- (ii) Determine the Bankrupt based on the name in the investment agreement – Under this approach, if the creditor’s claim was supported by an agreement with AP, then the creditor would be considered to be a creditor of AP even if the proof of claim documentation showed that they had paid Pleterski directly; and
- (iii) Consolidate the claims and assets of Pleterski and AP – Under this approach, all assets would be pooled and all claims would be consolidated.

29. Unlike other consolidation cases which the Trustee is aware of, there is no clear alternative to consolidation. For the reasons set out below, the two alternatives suggested above are each arbitrary approaches to a determination of the appropriate debtor. The chart below provides a breakdown of the creditors under each approach:

	Approach		
Debtor	i) Based on Bankrupt Paid	ii) Based on which Bankrupt the agreement was with	iii) Consolidation
AP	32	66	N/A
Pleterski	58	18	N/A
Consolidated	N/A	N/A	119
Another party	10	1	N/A
Unclear	19	34	N/A
Total	119	119	119

30. The Trustee notes that approach i) and ii) as illustrated above, each seem equally reasonable, yet yield very different outcomes. It is the opinion of the Trustee that a pooling of the assets and claims of the creditors of the Bankrupts is fair and reasonable in the circumstances. The Trustee will provide all of the creditors with notice of this proceeding

and specifically of its intent to seek a consolidation order. The following set out the reasons for the Trustee's request for consolidation:

- a) Pleterski claimed at the First Meeting that he had no accounting system and did not keep specific records of monies received or payments made; there are no records of the Bankrupts to allow the Trustee to determine whether a creditor is a creditor of AP or Pleterski;
 - b) In many cases, creditors signed a contract with AP but paid funds to Pleterski personally. As outlined above, different approaches to avoid consolidation result in very different outcomes for creditors which are arbitrary and are not fair or equitable;
 - c) Pleterski did not treat AP as a separate legal entity – at the First Meeting, Pleterski described the investment funds as being treated as one pool which he used to invest and fund his lifestyle expenses;
 - d) Pleterski is the sole officer and director of AP and AP has no employees;
 - e) Pleterski swore an affidavit in the Mareva Proceedings wherein he claims to have guaranteed the debts of AP (a copy of the affidavit is attached as **Appendix "I"**);
 - f) There is a commonality of interests between the creditors regardless of which entity received the funds or which Bankrupt entered into the investment agreement; and
 - g) The estate inspectors support consolidation (a redacted copy of the 6th inspector meeting minutes is attached as **Appendix "J"**).
31. Almost all of the assets recovered to date by the Trustee are in the name of Pleterski rather than AP. As Pleterski purchased assets personally using funds received from creditors of AP, it would be unfair for the creditors of Pleterski to benefit from the recovery of those assets. The pooling of the assets of the Bankrupts for the benefit of all creditors outweighs any prejudice to the creditors of Pleterski.
32. Consolidation would greatly simplify the administration of the estates and result in an equitable outcome for all creditors who invested with Pleterski.

PREPETITION COSTS

33. The Trustee has received a proof of claim from Braden Martyniuk requesting a payment to counsel for the Petitioning Creditors in the amount of \$63,534.98. Pursuant to the Bankruptcy Orders, the Petitioning Creditors are entitled to payment of the costs of the

Application. The Trustee is satisfied having reviewed the accounts that the amounts claimed should be paid in accordance with the Bankruptcy Orders.

34. The Mareva Plaintiffs incurred significant legal costs in initiating the Mareva Proceeding resulting in the Mareva Order. The bankruptcy estates benefited from the Mareva Proceedings in the following ways:
- a) Investments of approximately \$343,000 were frozen by the Mareva Order and remained available to the Trustee at the date of its appointment;
 - b) Pleterski provided an affidavit in the Mareva Proceedings dated July 15, 2022. The affidavit listed the assets he had at that time (including his vehicles) and certain other transactions that he had recently entered into including the purchase of the Ajax Property. The Trustee was able to use the information in that affidavit to seize and monetize the vehicles totaling approximately \$1.4 million and investigate the return of the Ajax Deposit which remains ongoing; and
 - c) Information obtained from the Mareva Proceedings has assisted the Trustee in its ongoing investigation which has avoided duplication of activities and decreased costs.
35. It is impossible to determine the exact financial benefit of the Mareva Proceedings to the estates of the Bankrupts and their creditors at this time, but the Trustee is confident that the benefits have been significant. At the request of Sacha Singh, one of the Mareva Plaintiffs who is also an Inspector, the other Inspectors approved a payment of 50% of the legal fees of the Mareva Plaintiffs totaling \$97,132.37. Attached as **Appendix "K"** is a redacted copy of the minutes of the 4th Inspector's meeting evidencing such approval. Given the benefits to the estates of the Bankrupts, the Trustee requests that the Court approve payment to the Mareva Plaintiffs in the amount prescribed above.
36. The Trustee requested copies of the Mareva Examination Documents from Mareva Counsel who has refused to provide same on the grounds that doing so would be a breach of the deemed undertaking rule unless the Court ordered they be provided. The Trustee believes that the Mareva Examination Documents would be helpful in its investigation and could save costs and time thereby increasing recoveries to creditors. The Trustee seeks an order directing Mareva Counsel to forthwith deliver the Mareva Examination Documents to the Trustee.

PRODUCTION OF DOCUMENTS

Transaction Documents

37. During the course of the Trustee's investigation, it has made requests for documentation from counsel to the Bankrupts in respect of certain transactions but no such documentation has been forthcoming. By letter dated September 1, 2022, counsel to the Trustee sent a preservation notice to Shapiro Real Estate and Business Lawyers requesting that all documents be preserved relating to the Bankrupts, a copy of which is attached as **Appendix "L"**.
38. The Trustee subsequently learned that Mr. Shapiro acted on the transaction on behalf of the owners of the Burlington Property and sought to obtain documents relating to that transaction pursuant to section 164(1) of the BIA. A copy of the letter to Mr. Shapiro dated October 12, 2022 is attached as **Appendix "M"**. Mr. Shapiro responded to counsel to the Trustee on October 20, 2022. It has been difficult for the Trustee to obtain all of the documents relevant to the Burlington Property and the Trustee is hopeful that an agreement can be reached to provide same.

Car Sale and Lease Documents

39. During the course of its investigation, the Trustee has been provided with information that certain vehicles (the "**Pleterski Vehicles**") registered in the names of Pleterski's family members were, in fact, paid for by Pleterski with creditor funds. These include:
- a) A Porsche 718 Boxter (VIN# WP0CB2A8XJS229265) purchased from Porsche Centre North Toronto ("**Porsche Centre**") and driven by Pleterski's mother, Kathy Pleterski;
 - b) An Audi e-tron (VIN# WA13AAGE4MB034139) purchased from Audi Durham and driven by Kathy Pleterski; and
 - c) An Audi S5 (VIN# WAUB4CF54NA011048) purchased from Audi Durham and driven by Pleterski's brother, Lucas Pleterski.
40. The Trustee contacted Porsche Centre and Audi Durham requesting the payment details and the credit application in respect of each of the Pleterski Vehicles. The Trustee has been advised by Porsche Centre that they will not release this information without a court

order on the grounds that it contains private information. Audi Durham also refused to release this information on the grounds that the Bankrupts are not the registered owners of the Pleterski Vehicles. Therefore, the Trustee seeks an Order that Porsche Centre and Audi Durham provide the Trustee with the details relating to the source of payment of the Pleterski Vehicles as it is the Trustee's opinion that there are reasonable grounds to believe that they were paid for with funds obtained from the creditors.

41. The Trustee has been requesting information from Paul Motor Company ("**Paul Motor**") in respect of a Lamborghini Aventador SVJ (VIN# ZHWCM6ZD1KLA08758) (the "**Lamborghini**") which was leased by Pleterski. Paul Motor has not provided the Trustee with the credit application, buyout value and mileage for the Lamborghini. The Trustee requires this information to determine if there is any equity in the lease which could be monetized and what assets were disclosed by Pleterski as part of the credit application.
42. The Trustee has also contacted NewRoads National Leasing ("**NewRoads**") and together with, Porsche Centre, Audi Durham, Paul Motor, the "**Car Dealers**") which, to date, has been cooperative and reasonable in its dealings with the Trustee. The Trustee understands that a Bentley Bentayga (VIN# SJAAC2ZV4HC016039) (the "**Bentley**") driven by Pleterski's father, Dragan Pleterski, was purchased from an individual who originally purchased the vehicle from NewRoads (the "**Bentley Vendor**"). The Trustee has requested the contact particulars for the Bentley Vendor from NewRoads which they are reluctant to provide without a Court Order due to privacy concerns. The Trustee, therefore, seeks an Order directing NewRoads to provide such contact information so that it may determine the source of funds for the purchase of the Bentley.

SALE OF DRAGAN BMW

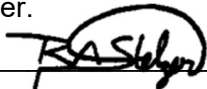
43. The Trustee is in possession of a BMW M8 which is registered in the name of Dragan Pleterski (the "**Dragan BMW**") for the purposes of obtaining insurance but was purchased by Pleterski. By email on August 22, 2022, a copy of which is attached as **Appendix "N"**, Dragan Pleterski consented to the Trustee taking possession of the Dragan BMW for the benefit of Pleterski's creditors. As a result of the title ownership being registered in the name of Dragan Pleterski, the Trustee requires an order permitting its sale for the benefit of the Bankrupts' creditors.

DATED at Toronto, Ontario this 21st day of October 2022.

GRANT THORNTON LIMITED

In its capacity as Trustee for the bankrupt estate of
Aiden Pleterski and AP Private Equity Limited
and not in its personal or corporate capacity

Per.

A handwritten signature in black ink, appearing to read "R Stelzer", is written over a horizontal line.

Rob Stelzer, CPA, CA, CIRP, LIT

Senior Vice President

Appendix “C”



Court File No./Estate No.: BK-22-00208581-OT-31
Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE
JUSTICE CONWAY

)
)
)

FRIDAY, THE 28TH
DAY OF OCTOBER, 2022

IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED, of the Town of Whitby,
in the Province of Ontario

AND IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI, of the Town of Whitby,
in the Province of Ontario

OMNIBUS ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the trustee (in such capacity, the “**Trustee**”) of the estates of each of the bankrupts, AP Private Equity Limited (“**AP**”) and Aiden Pleterski (“**Pleterski**” and collectively, the “**Bankrupts**”), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Notice of Motion dated October 21, 2022 and the Second Report of the Trustee dated October 21, 2022 (the “**Second Report**”) and on hearing the submissions of counsel for the Trustee and such other counsel as were present, having been served as appears from the affidavit of service of Puya Fesharaki sworn October 26, 2022:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record of the Trustee is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used in this Order shall have the meanings ascribed to them in the Second Report.

APPROVAL AND AUTHORIZATION

3. **THIS COURT ORDERS** that the Second Report and the Trustee's activities set out therein be and are hereby approved, provided, however, that only the Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

CONSOLIDATION OF THE ESTATES

4. **THIS COURT ORDERS** that the bankruptcy proceedings of AP (Court File No./Estate No.: BK-22-00208581-OT-31) and Pleterski (Court File No./Estate No.: BK-22-00208582-OT-31) (the "**Proceedings**") are hereby procedurally and substantively consolidated.

5. **THIS COURT AUTHORIZES AND DIRECTS** the Trustee to administer the Proceedings hereafter on a consolidated basis for the purpose of carrying out its duties and other responsibilities pursuant to the *Bankruptcy and Insolvency Act*.

6. **THIS COURT ORDERS** that a single court file number (Court File No./Estate No.: BK-22-00208582-OT-31) shall apply to the Proceedings and the following title of proceeding shall apply hereafter to the Proceedings:

**"IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario"**

7. **THIS COURT ORDERS** that a copy of this Order shall forthwith be filed by the Trustee in the separate court files for each of the Proceedings. Thereafter, any documents filed in the Proceedings shall only be required to be filed in Court File No./Estate No.: BK-22-00208582-OT-31.

RELIEF RELATING TO MAREVA PROCEEDINGS

8. **THIS COURT ORDERS AND DIRECTS** Walker Law Professional Corporation to forthwith deliver to the Trustee copies of any and all transcripts relating to any examinations conducted in the Mareva Proceedings, together with any exhibits referred to therein and any undertakings provided in respect thereof (collectively, the “**Mareva Examination Documents**”).

9. **THIS COURT ORDERS** that, upon receipt of the Mareva Examination Documents, the Trustee is directed to pay legal costs totaling \$97,132.37 to the Mareva Plaintiffs, with \$35,606.16 of this amount to be payable directly to Walker Law Professional Corporation and the remaining \$61,526.21 to be payable directly to Sacha Amar Dario Singh.

PAYMENT TO PETITIONING CREDITORS

10. **THIS COURT ORDERS AND DIRECTS** the Trustee to pay \$63,534.98 to the Petitioning Creditors in respect of their legal costs incurred in these Proceedings.

ORDERS TO DELIVER UP INFORMATION

11. **THIS COURT ORDERS AND DIRECTS** the following parties to deliver to the Trustee any and all documents in their possession and control relating to the vehicles listed below, including but not limited to, any credit application or documentation evidencing the source and method of payment in respect of same:

- (a) Porsche Centre North Toronto in respect of the Porsche 718 Boxter bearing VIN# WP0CB2A8XJS229265;
- (b) Audi Durham in respect of the Audi e-tron bearing VIN# WA13AAGE4MB034139; and
- (c) Audi Durham in respect of the Audi S5 bearing VIN# WAUB4CF54NA011048; and
- (d) each of Porsche Centre North Toronto and Audi Durham in respect of any other vehicle that Pleterski purchased, leased or made any payments towards.

12. **THIS COURT ORDERS AND DIRECTS** Paul Motor Company to deliver to the Trustee any and all documents in Paul Motor Company's possession and control relating to the Lamborghini Aventador SVJ bearing VIN# ZHWCM6ZD1KLA08758, including but not limited to, any credit application, buyout value and mileage relating to the vehicle.

13. **THIS COURT ORDERS AND DIRECTS** NewRoads National Leasing to provide to the Trustee the contact particulars for the buyer of the Bentley Bentayga bearing VIN# SJAAC2ZV4HC016039. The Trustee shall keep such information disclosed by NewRoads National Leasing confidential and shall not publicly disclose such information.

SALE OF DRAGAN BMW

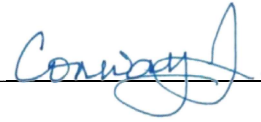
14. **THIS COURT AUTHORIZES AND DIRECTS** the Trustee to sell the BMW M8 bearing VIN# WBSDZ0C02LCD42132 and directs that the sale proceeds in respect thereof shall be for the benefit of the creditors of the Bankrupts.

EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS

15. **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, or abroad, including the Ministry of Transportation Ontario, to give effect to this Order and to assist the Trustee 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 Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Trustee and its agents in carrying out the terms of this Order.

16. **THIS COURT ORDERS** that the Trustee 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.

17. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry or filing.



IN THE MATTER OF THE BANKRUPTCY OF AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario
AND IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208581-OT-31
Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

Proceedings commenced at Toronto, Ontario

OMNIBUS ORDER

Thornton Grout Finnigan LLP
100 Wellington Street West – Suite 3200
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7

Leanne M. Williams (LSO# 41877E)
Email: lwilliams@tgf.ca

Puya Fesharaki (LSO# 70588L)
Email: pfesharaki@tgf.ca

Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for Grant Thornton Limited, in its capacity
as trustee in bankruptcy of the estates of AP Private
Equity Limited and Aiden Pleterski

Appendix “D”

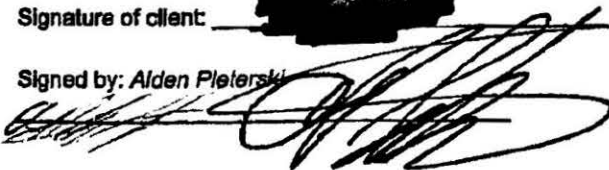
1. I [REDACTED] am investing \$ [REDACTED] towards Aiden Pieterski in exchange for a 70/30 split on capital gains; where Aiden Pieterski will take the 30% of the capital gains.
2. If said investment is lost, the full initial investment plus any subsequent additions to capital excluding capital gains will be paid back to the client in increments of 25% every 2 weeks of the initial investment plus any subsequent additions to capital.
3. The client is able to withdraw any amount they so choose at any time from their personal capital gains. At this time, the 70/30 calculation will be made on the capital gains and money will be distributed to the client. Withdrawals could take the broker up to 3 business days to process.
4. Aiden Pieterski will choose what accounts to add the clients capital to. For example, if an account is sitting at \$8,000 and the client invests \$2,000 and Aiden Pieterski chooses to add the clients funds to the existing account, the client then owns 20% of said account and therefore 20% of capital gains belong to the client on top of the \$10,000. Anytime a new client invests capital into said account, prior clients will be notified of ONLY the amount invested by a new client so it does not count as capital gains towards existing clients with investments existing in said account.
5. The broker used is MyFXChoice. The average capital gains target goal is going to be in the range of 10-20% growth bi-weekly. Daily stops are either -2% or +5%. Once one of these values are achieved, the trading day will come to an end. These percentages are merely goals and are NOT GUARANTEED.
6. Anytime subsequent additions to capital are made by the client, it will require a new contract to be signed by both parties.
7. Anytime the client wants an update on the account, it shall be granted to them. However, the client can either opt for weekly, monthly, bi-annually, or annual official email updates on the account.
8. Deposits can be paid via cash, e-transfer, bank draft, or bitcoin. Cheques are no longer accepted if the amount is over \$1,000.
9. Once a deposit is given by the client, the money will be deposited with the broker within 72 hours and the trading days will begin on the following Tuesday.
10. Minimum deposit is \$1,000 & maximum deposit is \$500,000 per day.
11. By signing this contract, the client agrees to all the terms listed above.

Print client name: [REDACTED]

Date: [REDACTED], 2021

Signature of client: [REDACTED]

Signed by: Aiden Pieterski



Appendix “E”

CERTIFICATE OF NON-ATTENDANCE

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario

I, CHARLOTTE ST. CROIX, make oath and say as follows:

THAT on Tuesday, February 14, 2023 at 1:00 p.m., I attended the appointment with respect to the examination pursuant to Section 163 of the *Bankruptcy and Insolvency Act* of Jocelyn Tytla, a person reasonably thought to have knowledge of the affairs of Aiden Pleterski and AP Private Equity Limited, bankrupts via video conference conducted by Neesons, a Veritext Company, Toronto, ON, herein;

AND THAT at the above-noted time and place, I was attended upon Rob Stelzer, in his capacity as the bankruptcy trustee, of Grant Thornton Limited, 200 King Street West, 11th Floor, Toronto, Ontario, M5H 3T4. Mr. Stelzer waited until 1:20 p.m., but Jocelyn Tytla, did not attend.

Dated, this 14th day of February, 2023,

Charlotte St Croix

Charlotte St. Croix

CERTIFICATE OF NON-ATTENDANCE

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario

I, CHARLOTTE ST. CROIX, make oath and say as follows:

THAT on Tuesday, February 14, 2023 at 2:00 p.m., I attended the appointment with respect to the examination pursuant to Section 163 of the *Bankruptcy and Insolvency Act* of Krysten Tytla, a person reasonably thought to have knowledge of the affairs of Aiden Pleterski and AP Private Equity Limited, bankrupts via video conference conducted by Neesons, a Veritext Company, Toronto, ON, herein;

AND THAT at the above-noted time and place, I was attended upon Rob Stelzer, in his capacity as the bankruptcy trustee, of Grant Thornton Limited, 200 King Street West, 11th Floor, Toronto, Ontario, M5H 3T4. Mr. Stelzer waited until 2:20 p.m., but Krysten Tytla, did not attend.

Dated, this 14th day of February, 2023,

Charlotte St Croix

Charlotte St. Croix

CERTIFICATE OF NON-ATTENDANCE

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario

I, CHARLOTTE ST. CROIX, make oath and say as follows:

THAT on Tuesday, February 14, 2023 at 3:00 p.m., I attended the appointment with respect to the examination pursuant to Section 163 of the *Bankruptcy and Insolvency Act* of Jerome Tulloch, a person reasonably thought to have knowledge of the affairs of Aiden Pleterski and AP Private Equity Limited, bankrupts via video conference conducted by Neesons, a Veritext Company, Toronto, ON, herein;

AND THAT at the above-noted time and place, I was attended upon Rob Stelzer, in his capacity as the bankruptcy trustee, of Grant Thornton Limited, 200 King Street West, 11th Floor, Toronto, Ontario, M5H 3T4. Mr. Stelzer waited until 3:20 p.m., but Jerome Tulloch, did not attend.

Dated, this 14th day of February, 2023,

Charlotte St Croix

Charlotte St. Croix

Appendix “F”

CERTIFICATE OF NON-ATTENDANCE

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario

I, ELIZABETH PILBROW, make oath and say as follows:

THAT on Monday, February 13, 2023 at 2:00 p.m., I attended the appointment with respect to the examination pursuant to Section 163 of the *Bankruptcy and Insolvency Act* of Winston Blenman, a person reasonably thought to have knowledge of the affairs of Aiden Pleterski and AP Private Equity Limited, bankrupts via video conference conducted by Neesons, a Veritext Company, Toronto, ON, herein;

AND THAT at the above-noted time and place, I was attended upon Rob Stelzer, in his capacity as the bankruptcy trustee, of Grant Thornton Limited, 200 King Street West, 11th Floor, Toronto, Ontario, M5H 3T4. Mr. Stelzer waited until 2:20 p.m., but Winston Blenman, did not attend.

Dated, this 13th day of February, 2023,



Elizabeth Pilbrow

Appendix “G”

1 Court File No./Estate No.: BK-22-00208581-OT-31

2 Court File No./Estate No.: BK-22-00208582-OT-31

3 ONTARIO

4 SUPERIOR COURT OF JUSTICE

5 (IN BANKRUPTCY AND INSOLVENCY)

6 IN THE MATTER OF THE BANKRUPTCY OF AP PRIVATE
7 EQUITY LIMITED, of the Town of Whitby, in the
8 Province of Ontario AND IN THE MATTER OF THE
9 BANKRUPTCY OF AIDEN PLETERSKI, of the Town of
10 Whitby, in the Province of Ontario

11
12 -----

13 --- This is the Examination for Discovery of
14 DRAGAN PLETERSKI, taken via Neesons, a Veritext
15 Company, on the 22nd day of December, 2022

16 -----
17
18
19
20
21
22
23
24

25 Job No. ON5604433

A P P E A R A N C E S:

Alexander Soutter, Esq., for Grant Thornton
Limited, in its
capacity as
trustee in
bankruptcy of the
estates of AP
Private Equity
Limited and Aiden
Pleterski.

Gary Caplan, Esq., for D. Pleterski.

Also present:

Robert Stelzer,
Trustees in bankruptcy,
Grant Thornton

Rebekah O'Hare,
Articling Student

Reported by: Leila Heckert, CVR, RCP-M
(appearing remotely)

I N D E X

PAGE

WITNESS: DRAGAN PLETERSKI

Examination by: Mr. Soutter.....5

The following list of undertakings, advisements
and refusals is meant as a guide only for the
assistance of counsel and no other purpose.

INDEX OF UNDERTAKINGS

The questions/requests undertaken are noted by
U/T and appear on the following page/line:
50/16.

INDEX OF ADVISEMENTS

The questions/requests taken under advisement
are noted by a U/A and appear on the following
page/line: None.

INDEX OF REFUSALS

The questions/requests refused are noted by R/F
and appear on the following page/line: None.

INDEX OF EXHIBITS

NO./DESCRIPTION	PAGE
A Purchase agreement for Fort Wayne property dated, July 6, 2021.	7

1 -- Upon commencing at 11:34 A.M.

2 DRAGAN PLETERSKI: AFFIRMED.

3 EXAMINATION BY MR. SOUTTER:

4 1 Q. Your name is Dragan Pleterski?

5 A. Yes.

6 2 Q. And this is an examination
7 pursuant to section 163 of the Bankruptcy and
8 Insolvency Act. You've affirmed to tell the
9 truth today?

10 A. Yes.

11 3 Q. What did you do to prepare for
12 this examination?

13 A. Seek legal counsel and forwarded
14 to him the documents that were requested that we
15 had in our possession.

16 4 Q. So I don't want to know about
17 your conversations with Mr. Caplan or anything
18 like that.

19 But did you review any documents to
20 prepare for today?

21 A. Yes.

22 5 Q. Which ones?

23 A. The documents that we had in our
24 possession were sale of our purchase agreement
25 for residence in Fort Wayne, and the bill of

1 sale for my wife's current car which reflected
2 the proceeds from the e-tron. At my lawyer's
3 request --

4 MR. CAPLAN: Don't talk about
5 requests. It's okay.

6 THE WITNESS: Can I check my phone?
7 Because in my phone will have the documents that
8 I sent him. I don't just want to say I forgot
9 something.

10 BY MR. SOUTTER:

11 6 Q. Sure.

12 A. Those were the only two that were
13 in our possession that we could locate. And I
14 believe I also sent in the bill of sale for the
15 Porsche that's in question. That's it.

16 7 Q. Thank you. So this Fort Wayne
17 property, we've been calling it the "Indiana
18 property," but just for the record, that's the
19 property at 5915 Heywood Cove in Fort Wayne,
20 Indiana?

21 A. Yes.

22 8 Q. And we have the Agreement of
23 Purchase and Sale with addendums to that.
24 That's the document you are referring to that
25 you sent us -- or that you sent your counsel who

1 has given it to us?

2 A. If it's the same document that I
3 sent that's in your hand, yes.

4 9 Q. Right. We're okay if I mark this
5 as the first exhibit in Mr. Pleterski's
6 examination as well.

7 EXHIBIT NO. A: Purchase agreement for
8 Fort Wayne property dated, July 6,
9 2021.

10 BY MR. SOUTTER:

11 10 Q. Did you speak with anyone other
12 than Mr. Caplan to prepare for today's
13 examination?

14 A. For today's examination?

15 11 Q. (Non-verbal response.)

16 A. No.

17 12 Q. Did you speak with Aiden
18 Pleterski?

19 A. Yes.

20 13 Q. To prepare for today?

21 A. No.

22 14 Q. And just because there's a few
23 Pleterskis here, I'm going to refer to everyone
24 by their first names, if that's okay?

25 A. Okay.

1 15 Q. So when did you speak with Aiden
2 Pleterski?

3 A. I had a conversation with him
4 yesterday.

5 16 Q. And that was over the phone?

6 A. Yes.

7 17 Q. And I understand that you usually
8 either speak with him over the phone or by text
9 message?

10 A. Correct. And every now and
11 again, we will see him.

12 18 Q. Of course.

13 A. He's my son. There is still
14 lines of communication.

15 19 Q. Yes. And we were examining Kathy
16 a moment ago.

17 And did you speak to her in between
18 her examination and your examination?

19 A. Yes.

20 20 Q. And what did you say?

21 A. How are you? We get through this
22 one hurdle at a time sort of idea.

23 21 Q. Did you talk about what she was
24 asked during the --

25 A. No.

1 22 Q. -- examination? Okay. And just
2 for the record, again, we'll just try and
3 separate our questions and answers just so that
4 it's clean but...

5 A. Okay.

6 23 Q. I asked did you talk about the
7 substance of the examination and you said no.
8 Is that right?

9 A. Sorry. She did mention about a
10 couple of the questions that you asked.

11 24 Q. So what did he tell you?

12 A. Houses that we had at -- the
13 house -- the property that we had put a deposit
14 on with a company called 14 Estates.

15 25 Q. What did she tell you about that?

16 A. That you knew about it.

17 26 Q. What else did you talk about?

18 A. I don't recall word for word. It
19 was more like, Are you okay? Everything went
20 okay? One hurdle at the time; we got over this
21 hurdle. Many more hurdles to come. Concerned
22 husband-and-wife talk.

23 27 Q. Sure. But other than the 14
24 Estates discussion, did you speak about the
25 subject matter for her examination at all?

1 A. Not really, no.

2 28 Q. During her examination, she let
3 us know about two phone numbers she is aware of
4 for Aiden. There's a [REDACTED] number. Is
5 that familiar to you?

6 A. I don't know the number. I know
7 by name. Can I check my phone --

8 29 Q. Sure.

9 A. -- and check that number?

10 30 Q. Yes.

11 A. What did you say the number was?

12 31 Q. So it was [REDACTED]

13 A. Yes.

14 32 Q. She told us that was an inactive
15 phone number. Is that your understanding?

16 A. Yes.

17 33 Q. And the second number was [REDACTED]

18 A. Hold on. Go ahead. Sorry.

19 34 Q. [REDACTED]

20 A. Yes.

21 35 Q. That's Aiden's phone number?

22 A. Yes.

23 36 Q. Do you know if he has any other
24 phone numbers?

25 A. No.

1 37 Q. So Aiden has told us that he
2 started investing in crypto currency, or I
3 should say, purchasing crypto currency, when he
4 was in high school. Is that your understanding?

5 A. I believe so.

6 38 Q. So when he was around 16?

7 A. I don't know exact dates and
8 times and timeless. I knew when he was in high
9 school, he was playing games upstairs on his
10 computer just like any other teenager.

11 39 Q. And he bought crypto currency so
12 that he could purchase in-game items, I think,
13 right?

14 A. I don't know.

15 40 Q. But you know he was buying crypto
16 currency at that age?

17 A. No. I did not know that.

18 41 Q. I thought that's what you just
19 told me?

20 A. No, I never said that. If you
21 would like to repeat the question again.

22 42 Q. Sure.

23 A. I knew he was gaming. I don't
24 know if he was involved in crypto currency at
25 the age of 16.

1 43 Q. So my original question was Aiden
2 has told us that he started buying crypto
3 currency when he was in high school. And I
4 asked if that was your understanding?

5 A. That was my understanding based
6 on what I've heard and read recently.

7 MR. CAPLAN: Respectfully, are you
8 asking if he knew it then or if he knows it now
9 or both? Because I think, you should,
10 respectfully, make it clear.

11 MR. SOUTTER: Okay.

12 BY MR. SOUTTER:

13 44 Q. At the time, was that your
14 understanding?

15 A. When he was 16 years old, no.

16 45 Q. Or in high school generally?

17 A. No.

18 MR. CAPLAN: But today --

19 THE WITNESS: Yes.

20 MR. CAPLAN: -- you know or you think
21 you know that he was doing this during high
22 school.

23 THE WITNESS: Based on reports and
24 everything that are out through the general
25 public, yes.

1 BY MR. SOUTTER:

2 46 Q. But at some point, you became
3 aware that he was trading in crypto currency?

4 A. At some point, yes.

5 47 Q. That was when he returned from
6 Fanshawe College?

7 A. I don't recall exactly.

8 48 Q. Is this in 2020?

9 A. I don't recall exact dates. I
10 don't know. If you're asking me to tell you
11 when the exact dates, I don't know.

12 49 Q. I'm not asking for an exact date.
13 I'm just asking for a general time.

14 A. Sometime in 2020 probably.

15 50 Q. Okay. And you and your wife gave
16 him money to invest?

17 A. Yes.

18 51 Q. How much was that?

19 A. We initially gave him \$10,000.

20 52 Q. And what about after that initial
21 amount?

22 A. Then we gave him an additional
23 40,000 sometime down the road. I believe I gave
24 him another 8000.

25 53 Q. Anything further?

1 A. Not that I can recall.

2 54 Q. Where did that additional 8000
3 come from?

4 A. I gave him cash.

5 55 Q. Cash. Okay. And where did that
6 cash come from?

7 A. I used to have a small business.

8 56 Q. Was that Steinbock Kitchens?

9 A. Yes.

10 57 Q. Would you mind spelling that for
11 the record, please?

12 A. S-T-E-I-N-B-O-C-K.

13 58 Q. Thank you. And so you and Kathy
14 gave him this \$50,000; and then you, yourself,
15 gave him the 8000. Is that right?

16 A. 50,000 combined, yes. And that
17 8000 was -- yes.

18 59 Q. And when you gave that to him,
19 you understand that he was going to invest that
20 in crypto currency or the foreign exchange
21 markets?

22 A. I knew he was going to invest it
23 and I understood it was either crypto currency
24 or Forex.

25 60 Q. Because that's what he told you

1 he was doing?

2 A. Yes.

3 61 Q. And he told you he was making
4 money doing that?

5 A. Yes.

6 62 Q. Have you been repaid that
7 \$58,000?

8 A. Probably.

9 63 Q. Probably. Kathy's evidence
10 earlier was that from time to time, transfers
11 would be made from a Scotiabank account that was
12 under Aiden's name, but that you and Kathy both
13 had access to?

14 A. Yes.

15 64 Q. So we've been referring to that
16 as the student account. So I'll continue to
17 refer to it that way. So transfers would be
18 made from that account to accounts that you had
19 with Kathy?

20 A. Yes.

21 65 Q. And sometimes those transfers
22 were on account of returns on your investment
23 and sometimes as gifts. Is that right?

24 A. Yes, and no, because there's more
25 to it than just that.

1 66 Q. Can you explain for me?

2 A. There was also money that was
3 sent to our account that would be sent out on
4 his behalf at his request. So at times, it was
5 return on investment, at times it was gifts.

6 67 Q. So sometimes --

7 A. Actually, I wouldn't call it a
8 gift. I would call it a return on investment.

9 68 Q. And did you keep any records of
10 these returns on investment?

11 A. No. It was verbal.

12 69 Q. So you said that there were some
13 transfers that were from the student account to
14 one of your accounts for the purpose of
15 directing the funds elsewhere?

16 A. Yes.

17 70 Q. And was that for the purpose of
18 sending that money to investors?

19 A. I don't know.

20 71 Q. What's your understanding of what
21 that purpose was?

22 A. There was times when he would be,
23 for whatever reason, said he could not get to
24 the bank, and needed to send money somewhere,
25 and asked if I could do it for him, "him" being

1 my son, and believe understanding or thinking I
2 know exactly that the business he was in, I
3 agreed to it.

4 72 Q. So you didn't know who the money
5 was for, you just were following Aiden's
6 instructions?

7 A. Yes. There were times when the
8 money was to an individual name, which I have no
9 idea who they were; there were times when the
10 money was sent to a company. So it would vary.

11 73 Q. And Aiden would tell you
12 essentially what to do?

13 A. Yes.

14 74 Q. Did he do that by text message?

15 A. Sometimes text, sometimes verbal.

16 75 Q. So I have a printout here, a copy
17 for you and your counsel --

18 A. I didn't bring my glasses.

19 76 Q. -- from the student account. And
20 this says it was a ping session for Mr. Dragan
21 D. Pleterski. That's you?

22 A. I'm sorry. What does it say?

23 MR. CAPLAN: Can you say that again?

24 BY MR. SOUTTER:

25 77 Q. So it says in the second body of

1 rows, so near the middle of the page, it's a
2 "pinned session" for Mr. Dragan D. Pleterski?

3 A. I'm Dragan D. Pleterski. I don't
4 know what "pinned session" means.

5 MR. CAPLAN: Where do you see "pinned
6 session"?

7 THE WITNESS: Right here.

8 MR. CAPLAN: Madam Reporter, that's
9 spelled P-I-N-N-E-D.

10 BY MR. SOUTTER:

11 78 Q. And one of the items here is an
12 \$80,000 draft, and then there's a reference to
13 Winn Family Enterprise under it. Do you see
14 that?

15 A. Yes.

16 79 Q. So you bought a bank draft for
17 \$80,000 to Winn Family Enterprises?

18 A. That's what it says, yes.

19 MR. CAPLAN: What's the date of the
20 transaction, please?

21 MR. SOUTTER: It's in the top right,
22 February 25, 2022.

23 BY MR. SOUTTER:

24 80 Q. I'll show you a copy of the bank
25 draft. Do you see that?

1 A. Yes.

2 81 Q. So this is an \$80,000 bank draft
3 to Winn Family Enterprises?

4 A. That's what it says.

5 82 Q. That's the one that you bought on
6 the February 25th, 2022?

7 A. That's what the document states.

8 83 Q. Do you recall during that?

9 A. No. Assuming it did happen,
10 though.

11 84 Q. So it might have happened?

12 A. Yes. Well, unless the Bank of
13 Nova Scotia is lying to you, it did happen.

14 85 Q. And so there was another bank
15 draft that day for \$165,000, and the notation is
16 Jason Affleck?

17 A. Okay.

18 86 Q. So that one, the same question
19 and I assume the same answer, you assume that
20 was a bank draft that you purchased on that same
21 day?

22 A. Yes.

23 87 Q. And you did that because Aiden
24 told you to do that?

25 A. Yes. Or requested that I do it

1 for him. I don't know what I told him -- what
2 the implication is there, but...

3 88 Q. Sure. He asked you to do that
4 and you did him a favour, you were helping him
5 out?

6 A. Correct.

7 89 Q. And that happened every now and
8 again?

9 A. Yes.

10 90 Q. Like, when he was out of town,
11 needed to buy a bank draft.

12 A. Or if he was unavailable or
13 couldn't get to a bank, he would tell me he was
14 in a meeting, the bank closed at 4:00, I had to
15 have it completed today.

16 91 Q. Got it.

17 A. Sort of idea.

18 92 Q. And sometimes you would deposit
19 amounts to that account on the same basis. You
20 were doing him a favour?

21 A. Deposit into which account?

22 93 Q. The student account.

23 A. I would deposit money into the
24 student account?

25 94 Q. Right.

1 A. I don't recall doing that.

2 95 Q. Did you deposit money into other
3 accounts?

4 A. I don't recall doing any of that
5 either. I remember, from what I recall, money
6 came for his account to my account, and then a
7 wire or a draft was made for the amount that he
8 requested. I don't recall it going the other
9 way.

10 96 Q. So you are aware that we examined
11 Aiden recently?

12 A. I know he's been examined on more
13 than one occasion.

14 97 Q. When we examined him, he said
15 that sometimes you would deposit money into his
16 Scotiabank account with reference to the student
17 account. Do you accept that as true?

18 A. I gave him deposits for
19 investments, so exact amounts and dates, I'd
20 have to see documentation and I can either
21 confirm or deny.

22 98 Q. Sure. So from time to time, you
23 would make deposits from investors?

24 A. I don't recall that.

25 99 Q. Some I'm just trying to clarify

1 what you just told me. You said from time to
2 time you'd make deposits into the student --

3 A. I would transfer money from my
4 account to his account --

5 100 Q. I see.

6 A. -- as a deposit or regarding
7 those transfers.

8 101 Q. I'm just trying to clarify what
9 your answer was.

10 A. I don't recall ever doing
11 deposits for investors into his account.

12 102 Q. Did you ever deposit any cash
13 into the student account?

14 A. I don't recall ever doing that.

15 103 Q. Or bank drafts?

16 A. I don't recall.

17 104 Q. Other than the student account,
18 did you have access to any other accounts that
19 Aiden controlled?

20 A. No.

21 105 Q. Did you help him open any
22 accounts?

23 A. No.

24 106 Q. In Canada or elsewhere?

25 A. No.

1 107 Q. I'll ask you about this Indiana
2 property.

3 You bought that with Kathy in July
4 of 2021?

5 A. Yes.

6 108 Q. And transferred money, I think
7 she said, in three installments to pay for that.
8 Is that right? Sorry. You transferred money
9 from the student account to your account in
10 order to pay for that?

11 A. Yes.

12 109 Q. In three installments?

13 A. Yes.

14 110 Q. Her evidence was that you had an
15 agreement with Aiden that, ultimately, you'll
16 sell that property and he'll get the proceeds.
17 Is that right?

18 A. No.

19 111 Q. No? So you'll give him back the
20 purchase price?

21 A. That was our agreement.

22 112 Q. That was the agreement.

23 A. The agreement was, borrow money
24 from him to buy the house so his brother could
25 stay there while he's at college. Once he

1 finishes college, pay him back the amount of
2 money.

3 113 Q. Got it. And the interest?

4 A. We never discussed it.

5 114 Q. Do you have any records of that
6 agreement?

7 A. No. Verbal.

8 115 Q. There's no text message?

9 A. Not that I recall. It was a
10 verbal conversation.

11 116 Q. And there's no email?

12 A. No. We hardly ever emailed. The
13 only time I would email with him is if I had to
14 forward him something. That somehow made it
15 (inaudible) to me instead of to him.

16 (Reporter seeks clarification.)

17 THE WITNESS: The only timed I emailed
18 with Aiden is if I had to forward him something,
19 otherwise it was verbal, in person, on the phone
20 or text messages.

21 BY MR. SOUTTER:

22 117 Q. And those emails that you
23 forwarded to him, were those in respect of his
24 business?

25 A. No.

1 118 Q. What were those in respect of?

2 A. He would -- a car that he had put
3 in my name, would need either insurance or
4 something, and I would forward him a copy of --
5 for example.

6 119 Q. What car was that?

7 A. 600 LT, I believe, was one of
8 them.

9 120 Q. Sorry. I'm not a car person.
10 What's a 600 LT?

11 A. A sports car, McLaren.

12 121 Q. So a McLaren 600 LT. And what
13 year is that?

14 A. I don't know. It's either a 2021
15 or a -- Rob would know. 2021 or 2020.
16 Something like that.

17 122 Q. And that was a car that Aiden had
18 bought or put in your name?

19 A. Yes.

20 123 Q. Were there any other cars like
21 that?

22 A. BMW M8.

23 124 Q. Do know the year on that one?

24 A. I want to say 2018, '19, or '20.
25 Exact dates, I don't know.

1 125 Q. Any other cars?

2 A. I think that was it. The M8 and
3 the 600 LT, if I remember correctly.

4 126 Q. And he gave you the money to buy
5 a 2017 Bentley Bentayga, right?

6 A. No.

7 127 Q. That is what he told us.

8 A. It was a gift.

9 128 Q. Oh, I see?

10 A. He presented to us on our
11 anniversary. But you already know that.

12 129 Q. So Aiden gave you this Bentley as
13 a wedding anniversary gift?

14 A. Yes.

15 130 Q. And did he give Kathy a gift as
16 well?

17 A. What I remember, it was a joint
18 gift for the two of us.

19 131 Q. Did he give her a 2018 Porsche
20 Boxster as a gift?

21 A. No.

22 132 Q. No?

23 A. No.

24 133 Q. How did she come to get that car?

25 A. I gave it to her as our

1 anniversary present.

2 134 Q. And where did you get the money
3 for that?

4 A. Our bank account.

5 135 Q. Did Aiden give you any other
6 gifts?

7 A. Bottle of Louis the 13th cognac,
8 eight bottles of Oban scotch, a Piaget watch.
9 I'm trying to think.

10 136 Q. Take your time.

11 A. This past birthday, nothing.
12 Previous birthday was bottles of scotch.
13 Christmas was the Piaget watch. I don't
14 remember if there was anything else that comes
15 to mind.

16 137 Q. Is there a model for the watch?

17 A. I don't know it offhand. I
18 believe it's a Polo S or a Solo S.

19 138 Q. Do you know how much Aiden paid
20 for that?

21 A. No.

22 139 Q. Do you still have it?

23 A. Yes.

24 140 Q. The scotch, do you know how much
25 Aiden paid for that?

1 A. I'm assuming whatever the LCBO
2 price is. I think they're about 95 or \$100 a
3 bottle.

4 141 Q. I don't know anything about
5 scotch.

6 A. LCBO, Google it.

7 142 Q. And the cognac, do you know how
8 much he paid for that?

9 A. Same answer. No, I don't how
10 much it is. I know it's north of \$3000, though,
11 if I'm not mistaken.

12 143 Q. Do you still have that?

13 A. Yes.

14 144 Q. And sorry. How many bottles of
15 scotch?

16 A. I believe it was eight. I asked
17 for one.

18 145 Q. Do you know if Aiden owns any
19 real estate?

20 A. I don't know. My knowledge, no.

21 146 Q. So you are aware that Aiden began
22 investing money for people outside his family
23 circle, right, you are aware of that now?

24 A. I'm aware of that now.

25 147 Q. When did you learn that?

1 A. I want to say sometime in 2020.
2 Exact time or times, season, I don't recall. Or
3 at least that's what we were told.

4 148 Q. By Aiden?

5 A. By Aiden and by some other
6 individuals.

7 149 Q. Who were they?

8 A. I don't remember their names. He
9 had a small group of friends that would come by
10 and they would talk about stuff. They'd be my
11 backyard in the summertime, and doors and
12 windows were open.

13 150 Q. Are you aware that Aiden has a
14 company called AP Private Equity Limited?

15 A. Yes.

16 151 Q. Also, Tersk, which is T-E-R-S-K,
17 Business Solutions Limited?

18 A. That one, I don't know about.

19 152 Q. Tersk Garage Limited?

20 A. I've heard that name.

21 153 Q. What have you heard about that?

22 A. Just that he incorporated a
23 company called Tersk Garage, and he was going to
24 use that for potentially doing -- selling
25 vehicles, like a car dealership sort of idea.

1 154 Q. Do you know if he actually used
2 it for anything?

3 A. I don't know.

4 155 Q. And Tersk Developments Limited,
5 are you aware of that company?

6 A. No.

7 156 Q. Have you ever spoken with any of
8 Aiden's investors?

9 A. Yes.

10 157 Q. Who have you spoken with?

11 A. Do I have to give names?

12 158 Q. Yes.

13 A. Luciano Valerio.

14 MR. CAPLAN: You better spell that to
15 the best of your ability.

16 THE WITNESS: L-U-C-I-A-N-O,
17 V-A-L-E-R-I-O.

18 BY MR. SOUTTER:

19 159 Q. Okay.

20 A. Paul Santi.

21 160 Q. Spell that.

22 A. P-A-U-L, S-A-N-T-I.

23 161 Q. Okay.

24 MR. CAPLAN: Anyone else?

25 THE WITNESS: I'm thinking. Not that

1 I can recall at the moment that I personally
2 know.

3 BY MR. SOUTTER:

4 162 Q. But did you speak with people
5 that you don't know personally?

6 A. Why would I speak to someone I
7 don't know?

8 MR. CAPLAN: Just answer --

9 THE WITNESS: I don't remember, no.

10 BY MR. SOUTTER:

11 163 Q. Did you speak with a Ricki
12 Ricardo?

13 A. No.

14 MR. CAPLAN: Can you spell that for
15 me, please?

16 MR. SOUTTER: Sure. R-I-C-K-I,
17 R-I-C-A-R-D-O.

18 BY MR. SOUTTER:

19 164 Q. What did you discuss with
20 Luciana, I think, was the last name?

21 A. Valerio.

22 165 Q. Oh, yes. Thank you.

23 A. Just that when the civil case was
24 coming down, he was trying to figure out what
25 was happening, and basically, said, I don't

1 know. It's all over the news. It's the
2 lawyers. Wondering was he going to get his
3 money back, and they say -- I don't know. My
4 answer was I don't know. I didn't have anything
5 to do with the business. I don't know what the
6 ongoings are or how the procedures work, et
7 cetera.

8 He was saying, Aiden is not getting
9 back to me. He's ghosting me. I said, from
10 what I understand, a lot of people are having
11 that reaction, and it's to my knowledge at that
12 time, it was based on the advice of his counsel
13 not to speak to anybody regarding any matters
14 during the on-goings of the legal matters.
15 That's pretty much it.

16 166 Q. Do you know how much he had
17 invested?

18 A. No.

19 MR. CAPLAN: You mean Mr. Ricardo --
20 you mean Mr. Valerio?

21 MR. SOUTTER: Yes.

22 BY MR. SOUTTER:

23 167 Q. And what did you discuss with
24 Paul Santi?

25 A. Paul Santi was my insurance

1 agent. Majority of the conversations with him
2 were with respect to vehicles and whatever, but
3 I know he did invest with Aiden.

4 168 Q. Do you know how much?

5 A. No.

6 169 Q. And with respect to those
7 investments, what did you discuss?

8 A. Nothing. It wasn't my business.
9 Like I said, Paul Santi is my insurance agent.
10 So a lot of times, it was most of our
11 conversations with respects to Aiden was about
12 insurance and his fleet of cars, or whatever you
13 want to call it.

14 MR. STELZER: Sorry. Alex, just a
15 point of clarification.

16 MR. SOUTTER: Maybe we should go off
17 the record for this, Madam Reporter.

18 -- RECESS TAKEN AT 12:12 P.M.

19 -- RESUME AT 12:36 P.M.

20 BY MR. SOUTTER:

21 170 Q. We had some discussions over the
22 break. I'm just going to put all this on the
23 record. I'd like to have a copy of your
24 communications with Aiden from March 2020 to
25 present.

1 A. Okay.

2 171 Q. And that includes communications
3 via text message and email.

4 A. Okay.

5 172 Q. And as you know, the lawyers have
6 discussed agreeing to a protocol by which we are
7 going to do that, and at some point, you will
8 give over your phone to the trustee's office to
9 be imaged, and lawyer Mr. Caplan will have an
10 opportunity to review what is being imaged and
11 given over to us, and we'll do that after this
12 examination.

13 A. Okay.

14 173 Q. Great. Are you holding any money
15 for Aiden?

16 A. No.

17 174 Q. Do you have any of his assets?

18 A. We have an electronic piano in
19 our basement.

20 175 Q. What kind of piano is that?

21 A. I don't know. I want to say
22 maybe it's a Yamaha, but I don't know.

23 176 Q. And that belongs to Aiden?

24 A. Yes.

25 177 Q. Any other property?

1 A. No. Not that I'm aware of.

2 178 Q. In your communications with
3 Aiden, just so I have it, via email, what are
4 the relevant emails there?

5 A. I don't recall offhand.

6 179 Q. I mean the email addresses?
7 Like, what's his email address?

8 A. Can I check my phone?

9 180 Q. Sure.

10 A. [REDACTED]

11 181 Q. Any other email addresses for
12 Aiden?

13 A. I thought he had a recent one
14 that I'm not sure if I've ever communicated with
15 him on it.

16 182 Q. So I think that will be part of
17 the protocols, identifying the relevant email
18 addresses.

19 And your email address?

20 A. Sorry. Another one is
21 [REDACTED] Those are two that I'm
22 aware of. Mine is [REDACTED]

23 183 Q. The telephone number that we
24 spoke about earlier with area code 289, you're
25 following the phone number I'm referring to?

1 A. Yes, Aiden's -- one of Aiden's
2 phone numbers.

3 184 Q. Is that active?

4 A. I don't think so.

5 185 Q. When did it become inactive to
6 your knowledge?

7 A. Two weeks ago.

8 186 Q. Do you mean roughly or exactly
9 two weeks?

10 A. Approximately, maybe three, two.
11 Two to three weeks ago.

12 187 Q. So in December of 2022?

13 A. I'm going to say, yes.

14 188 Q. Do you know who Sandeep Gupta is?

15 A. Yes.

16 MR. CAPLAN: Can you spell that please
17 just before you ask him the next question.

18 MR. SOUTTER: Sure. The last name is
19 G-U-P-T-A, first name is S-A-N-D-E-E-P.

20 BY MR. SOUTTER:

21 189 Q. Do you have any contact with
22 Sandeep Gupta these days?

23 A. The last time I spoke with him
24 was approximately two weeks ago, give or take.

25 190 Q. What did you speak about?

1 A. My son.

2 191 Q. What specifically?

3 A. He was kidnapped, and then he was
4 found.

5 192 Q. And why were you speaking with
6 Mr. Gupta about that?

7 A. Because Aiden phoned him and the
8 police came to my house and he was the first
9 person to contact.

10 193 Q. So Aiden --

11 A. And I'm Aiden's father so
12 (inaudible.)

13 (Reporter seeks clarification.)

14 THE WITNESS: I'm Aiden's father and I
15 was concerned.

16 BY MR. SOUTTER:

17 194 Q. So just so I understand the order
18 of events here, Aiden was kidnapped and then he
19 called Sandeep Gupta who then called you?

20 A. No.

21 195 Q. Can you clarify for me, please?

22 A. Sandeep Gupta called 911 to my
23 understanding.

24 196 Q. And when did you speak with
25 Sandeep?

1 A. Right around that day.

2 197 Q. After he called the police?

3 A. Yes.

4 198 Q. And what did you discuss
5 specifically?

6 A. I asked him if he heard from
7 Aiden. He told me yes. He thought he had been
8 kidnapped and that he had called 911.

9 199 Q. Did he explain why he thought
10 that Aiden had been kidnapped?

11 A. He said he sounded distressed in
12 the voice and he, Aiden was asking for a
13 significant amount of money.

14 200 Q. How much money?

15 A. I don't know.

16 201 Q. Did you call Sandeep or did he
17 call you?

18 A. I called him.

19 202 Q. And why did you think to call
20 him?

21 A. Because the police that came to
22 my house looking for him had a report that one
23 of his former landlords had called 911, and to
24 my knowledge, he only had two landlords.

25 203 Q. Right. That was Sandeep Gupta

1 and Terry Chang?

2 A. I don't know Terry's last name.
3 But Terry was the owner of [REDACTED].

4 204 Q. Right. And just for the record,
5 that's T-E-R-R-Y, and then last name C-H-A-N-G?

6 A. I don't know.

7 205 Q. That's how I was spelling it.
8 Have ever spoken with Sandeep Gupta about
9 Aiden's investment business?

10 A. No.

11 206 Q. What's your knowledge to the
12 relationship between Mr. Gupta and Aiden?

13 A. Sandeep was Aiden's former
14 landlord.

15 207 Q. Any other relationship?

16 A. To my knowledge, no.

17 208 Q. Do you know a Ray Gupta? That's
18 R-A-Y.

19 A. No, but I understand that to be
20 Sandeep's father.

21 209 Q. So you've never spoken to him?

22 A. No.

23 210 Q. Have you spoken with Aiden about
24 the kidnapping?

25 A. Yes.

1 211 Q. What did he tell you?

2 A. He got kidnapped.

3 212 Q. Did he tell you anything else?

4 A. Do you want me to get into a
5 three and a half hour story?

6 MR. CAPLAN: Well, can you summarize?

7 THE WITNESS: He was taken. He was
8 taken, to my understanding, on a Monday or a
9 Tuesday morning at approximately 1:00,
10 1:30 a.m., or 11:00 p.m. prior to -- I can't
11 remember if it was a Monday or Tuesday, but it
12 was right around the midnight hour, or shortly
13 thereafter.

14 He was taken. They basically held him
15 for approximately three days, drove him around
16 different various parts of Southern Ontario beat
17 him, tortured him, allowed him to make specific
18 phone calls to specific people only. I was not
19 one of those people that he was allowed to
20 contact.

21 Approximately two to three days later,
22 he was released with the threat that he needed
23 to come up with some money fast, and if he had
24 went to the police, that there would be a lot
25 more trouble.

1 BY MR. SOUTTER:

2 213 Q. Do you know where he was taken
3 from?

4 A. Somewhere downtown Toronto.

5 214 Q. Do you know what he was doing
6 when he was taken?

7 A. No.

8 MR. CAPLAN: When you say "do you
9 know" you mean was he told by Aiden, because he
10 has no personal knowledge. His evidence is
11 based on a phone call with Aiden. We all
12 understand that, right?

13 MR. SOUTTER: Sure.

14 MR. CAPLAN: Your question suggested
15 otherwise.

16 MR. SOUTTER: Well, I asked the
17 question and I got an answer.

18 BY MR. SOUTTER:

19 215 Q. Do you know who kidnapped Aiden?

20 A. No.

21 216 Q. Does Aiden know, to your
22 knowledge?

23 A. I don't know.

24 217 Q. Have you asked him?

25 A. Yes.

1 218 Q. What did he tell you?

2 A. He avoided the question.

3 219 Q. Do you know any of the people
4 that -- I'll rephrase that.

5 Did Aiden tell you who he spoke to
6 while he was kidnapped?

7 A. The only person that I know that
8 he spoke to was Sandeep. If you really want to
9 know anything about the kidnapping thing, call
10 the police. I'm sorry. But that's a little bit
11 of a touchy subject for me, and that has nothing
12 to do with this as far as I'm concerned, so
13 please move on.

14 220 Q. When you did leave Steinbock
15 Kitchens?

16 A. Effectively summer of 2020.

17 221 Q. And why did you leave?

18 A. I was in the industry for close
19 to 40 years, I had enough of it. The industry
20 is not what it used to be. COVID came, slowed
21 down our residential industry. Basically, it
22 was time to move on.

23 222 Q. And what have you been doing
24 since then?

25 A. A lot of not much. Puttering

1 around the house. And I just recently started
2 doing some contract work with another company.
3 Because at my age and my skill, there's not many
4 people out there hiring, unless I want to go and
5 work at Home Depot for \$17 an hour.

6 223 Q. And that was recently you said?

7 A. What was recently?

8 224 Q. Your new contract work?

9 A. Yes. But that's sort of been put
10 on hold due to delays in construction. It's
11 installing cabinetry for another company.

12 225 Q. Since summer of 2020 when you
13 left Steinbock, has Aiden been contributing to
14 the family expenses?

15 A. No.

16 226 Q. So that's all paid for by --

17 A. Me and my wife.

18 227 Q. I suppose to the returns on your
19 investment helps?

20 A. 'Till they stop turning because
21 the whole market went upside down and sideways.
22 And I wasn't only invested with Aiden, I was
23 also invested in the stock market.

24 228 Q. And what time period are you
25 referring to there?

1 MR. CAPLAN: Sorry. Time period for
2 what?

3 BY MR. SOUTTER:

4 229 Q. When the returns on investment
5 stopped.

6 A. Which investments are we talking
7 about?

8 MR. CAPLAN: Are you talking about the
9 crypto investments through Aiden, or are you
10 talking about his other portfolio, whatever it
11 happens to be. I'm not sure what you're
12 speaking of.

13 BY MR. SOUTTER:

14 230 Q. When did you stop receiving money
15 from your investments with Aiden?

16 A. I don't remember exact dates.
17 It's been some time though.

18 231 Q. You are aware that Aiden says
19 he's lost all the money he invested?

20 A. That is what I've heard, yes.

21 232 Q. When did you first learn that?

22 A. Sometime in the summer of 2022.
23 But exact date, I don't know.

24 233 Q. Aiden told you about this?

25 A. Yes.

1 234 Q. What did he tell you?

2 A. That he lost all the money.

3 235 Q. When did he lose it?

4 A. I don't know.

5 236 Q. Did he tell you it was late 2021,
6 maybe November?

7 A. I don't know.

8 237 Q. Did he tell you --

9 MR. CAPLAN: Respectfully, I think the
10 question is, Do remember whether or not Aiden
11 identified when he had lost the money? Did he
12 tell you that? And if the answer is yes, what
13 did he say. And if the answer is, I don't
14 remember if he said, then that's the answer. So
15 which is it?

16 THE WITNESS: Is that a question to
17 me?

18 MR. CAPLAN: Yes.

19 THE WITNESS: I believe he said he had
20 lost all the money. I don't remember exact
21 dates when he said it, nor do I remember that he
22 actually said a date.

23 BY MR. SOUTTER:

24 238 Q. Do you have any records of your
25 investments with Aiden?

1 A. The cash, no. There was a
2 \$40,000 transfer from mine and my wife's account
3 to his account.

4 239 Q. That was after the initial
5 \$10,000 investment?

6 A. Yes.

7 240 Q. Do you have any record of that
8 \$10,000 --

9 A. No, it was cash.

10 241 Q. So do I understand then that
11 there was an initial investment of \$10,000 in
12 cash, then a \$40,000 transfer from one of your
13 accounts to Aiden's account, the student
14 account, and then there was a subsequent \$8000
15 cash investment?

16 A. Yes.

17 242 Q. And did you keep any records of
18 those payments or transfers?

19 A. No.

20 243 Q. Did you keep any records of money
21 that you transferred out of the student account?

22 A. They're all out my bank accounts.

23 244 Q. You didn't keep any independent
24 record?

25 A. No.

1 245 Q. Did you keep a record of what
2 your understanding of your account balance with
3 Aiden was?

4 A. I don't remember. I know he'd
5 tell me. I can't remember if I jotted it down
6 somewhere or not. I'll be honest with you, I
7 didn't really pay much attention to it because
8 our intent was whatever he built this account to
9 was going to go to the four children anyways. I
10 wasn't concerned with that account. That wasn't
11 mine and my wife's retirement fund, nothing
12 along those lines.

13 246 Q. And which four children are we
14 talking about here?

15 A. Aiden and his three siblings.

16 247 Q. So that's Lucas, Jacob and who?

17 A. Kayla.

18 248 Q. Did Aiden take the family on
19 vacation to Barbados?

20 A. I paid for that trip.

21 249 Q. From money --

22 A. With my credit card. He arranged
23 a private jet to get us there.

24 250 Q. How much was that?

25 A. I don't know. How much was the

1 trip or how much was the private jet?

2 251 Q. The private jet.

3 A. I don't know.

4 252 Q. He paid for that?

5 A. Yes.

6 253 Q. Did you pay for anything else on
7 the trip?

8 A. No. It was all-inclusive.

9 254 Q. And you paid for it?

10 A. Yes.

11 255 Q. Did he take the family to
12 Florida?

13 A. No.

14 256 Q. Anywhere else?

15 A. Define "family."

16 257 Q. You and Kathy and --

17 A. No. The only trip Aiden took
18 with the entire family, including myself and
19 Kathy, was to Barbados.

20 258 Q. Did he send you and Kathy to
21 Vegas?

22 A. No.

23 259 Q. Didn't hire a private jet to fly
24 you to Vegas?

25 A. He hired a private jet, but then

1 it got cancelled the last minute. That's the
2 story we were told.

3 260 Q. Who told you that?

4 A. Aiden. We never actually got on
5 a private plane to Las Vegas.

6 261 Q. Got it.

7 A. The only time we've been on the
8 private plane was the trip down to Barbados
9 one-way only.

10 262 Q. Got it. How did you get back?

11 A. Air Canada.

12 263 Q. Who paid for that?

13 A. I did.

14 264 Q. Have you given assurances to any
15 of Aiden's investors about being repaid?

16 A. No.

17 265 Q. No?

18 A. No.

19 266 Q. Have you spoken to any of them
20 about how much they invested or --

21 A. No.

22 MR. CAPLAN: Let him finish the
23 question.

24 THE WITNESS: Sorry.

25 MR. CAPLAN: Slow down a bit. Listen

1 to his question before you answer it, please.

2 THE WITNESS: Okay.

3 BY MR. SOUTTER:

4 267 Q. So have you spoken with any of
5 Aiden's investors about their investment, how
6 much, or when they might be repaid?

7 A. How much, no. The only thing I
8 mentioned to Luciano was Aiden had promised to
9 make everybody whole again. The timeline and
10 how, I have no idea.

11 268 Q. Did you tell anyone else that?

12 A. Not that I recall.

13 269 Q. Some of the documents that I
14 requested in the previous examination are joint
15 accounts. Can we take it that --

16 U/T MR. CAPLAN: It's an undertaking.

17 MR. SOUTTER: Thank you. Let's take a
18 five-minute break, Madam Reporter.

19 -- RECESS TAKEN AT 12:55 P.M.

20 -- RESUME AT 1:03 P.M.

21 MR. SOUTTER: Subject to reviewing the
22 documents received and any refusals or questions
23 taken under advisement, I don't think there
24 were, but subject to any of that, then I'm going
25 to adjourn the examination, and we'll reach out

1 about this protocol and go from there.

2 MR. CAPLAN: Sure. No problem.

3 (Whereupon this examination concludes
4 at 1:04 P.M.)

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REPORTER'S CERTIFICATE

I, LEILA HECKERT, CVR, Certified
Verbatim Reporter, certify;

That the foregoing proceedings were
taken before me at the time and place therein
set forth at which time the witness was put
under oath by me;

That the testimony of the witness and
all objections made at the time of the
examination were recorded digitally by me and
were thereafter transcribed;

That the foregoing is a true and
accurate transcript of my shorthand notes so
taken. Dated this 12th day of January 2023.



PER: LEILA HECKERT

CERTIFIED VERBATIM REPORTER

Appendix “H”

1 Court File No./Estate No.: BK-22-00208581-OT-31

2 Court File No./Estate No.: BK-22-00208582-OT-31

3 ONTARIO

4 SUPERIOR COURT OF JUSTICE

5 (IN BANKRUPTCY AND INSOLVENCY)

6 IN THE MATTER OF THE BANKRUPTCY OF AP PRIVATE
7 EQUITY LIMITED, of the Town of Whitby, in the
8 Province of Ontario AND IN THE MATTER OF THE
9 BANKRUPTCY OF AIDEN PLETERSKI, of the Town of
10 Whitby, in the Province of Ontario

11
12 -----

13 --- This is the Examination for Discovery of
14 KATHY PLETERSKI, taken via Neesons, a Veritext
15 Company's virtual platform, on the 22nd day of
16 December, 2022

17 -----
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25 Job No. ON5604433

A P P E A R A N C E S:

Alexander Soutter, Esq., for Grant Thornton
Limited, in its
capacity as
trustee in
bankruptcy of the
estates of AP
Private Equity
Limited and Aiden
Pleterski.

Gary Caplan, Esq., for K. Pleterski.

Also present:

Robert Stelzer,
Trustees in bankruptcy,
Grant Thornton

Rebekah O'Hare,
Articling Student

Reported by: Leila Heckert, CVR, RCP-M
(appearing remotely)

I N D E X

PAGE

WITNESS: KATHY PLETERSKI

Examination by: Mr. Soutter.....5

The following list of undertakings, advisements
and refusals is meant as a guide only for the
assistance of counsel and no other purpose.

INDEX OF UNDERTAKINGS

The questions/requests undertaken are noted by
U/T and appear on the following page/line:
23/15; 28/1; 30/5; 33/14; 41/9; 48/6.

INDEX OF ADVISEMENTS

The questions/requests taken under advisement
are noted by a U/A and appear on the following
page/line: None.

INDEX OF REFUSALS

The questions/requests refused are noted by R/F
and appear on the following page/line: 18/19;
35/21; 57/2.

INDEX OF EXHIBITS

NO./DESCRIPTION	PAGE
A Purchase agreement for Fort Wayne property dated, July 6, 2021.	7
B Bill of sale for Porsche.	7
C Bill of sale for 2021 Volkswagen, Atlas.	8
D Bank draft showing gift certificate of \$10,000 from Aiden Pleterski to Kathy Pleterski, dated December 29, 2020.	31

1 -- Upon commencing at 9:50 A.M.

2 KATHY PLETERSKI: AFFIRMED.

3 MR. CAPLAN: Just before we begin, to
4 the extent it's necessary or applicable, both of
5 my clients will take the protection of the
6 Canada Evidence Act and Charter. I don't think
7 I needed to say it, but I've put it on the
8 record nonetheless.

9 MR. SOUTTER: Thank you.

10 EXAMINATION BY MR. SOUTTER:

11 1 Q. Good morning.

12 A. Good morning.

13 2 Q. I didn't introduce myself before.

14 My name is Alexander Soutter. I'm counsel for
15 the trustee in bankruptcy here. And your name
16 is Kathy Pleterski?

17 A. Yes.

18 3 Q. Right. This is an examination
19 pursuant to section 163 of the Bankruptcy and
20 Insolvency Act, and you have affirmed to tell
21 the truth today, right?

22 A. (Non-verbal response.)

23 4 Q. And this is a great exercise.

24 Madam Reporter here is recording us, and so when
25 you answer questions, I'd ask that you please

1 give verbal answers. I know it's a bit unusual.
2 You often nod, but she needs to pick it up on
3 the transcript.

4 A. Sure, yes.

5 5 Q. And so you've affirmed to tell
6 the truth today?

7 A. Yes.

8 6 Q. Thank you. You received our
9 Notice of Examination dated November 30th,
10 right?

11 A. Yes.

12 7 Q. And we asked you for a few
13 documents in that Notice of Examination?

14 A. Yes.

15 8 Q. You've given me two this morning.
16 Well, two packages. I suppose this one is
17 relating to the property in Fort Wayne in
18 Indiana?

19 A. Yes.

20 9 Q. And that's at 5915 Haywood Cove?

21 A. Yes.

22 10 Q. So I might refer to that as the
23 Indiana property later. It looks like we have a
24 purchase agreement and some addendums to the
25 purchase agreement. Is that right?

1 A. Yes.

2 11 Q. So I think I should just mark
3 this as the first exhibit.

4 EXHIBIT NO. A: Purchase agreement for
5 Fort Wayne property dated, July 6,
6 2021.

7 BY MR. SOUTTER:

8 12 Q. So that's the purchase agreement
9 dated, is that July 6, 2021?

10 A. It is in July. I can't recall
11 the exact date.

12 13 Q. The date on the front is July,
13 July 6th. So that's Exhibit A. We also have --
14 I have two sheets of paper here. They look like
15 they are related to the trade-in of the 2018
16 Porsche for the 2021 Atlas Volkswagen.

17 A. No. The Porsche is not traded
18 in. The Porsche is still in our possession.

19 14 Q. So you still have the Porsche.
20 This is just the bill of sale for the Porsche?

21 A. Yes.

22 15 Q. So mark that as the next exhibit.
23 EXHIBIT NO. B: Bill of sale for
24 Porsche.

25 BY MR. SOUTTER:

1 16 Q. Then we have a bill of sale for
2 that 2021 Volkswagen Atlas. That's what this
3 other document is, right?

4 A. Yes.

5 17 Q. And you traded in the Audi e-Tron
6 for that?

7 A. Yes.

8 18 Q. So I'll mark this as the next
9 exhibit.

10 EXHIBIT NO. C: Bill of sale for 2021
11 Volkswagen, Atlas.

12 BY MR. SOUTTER:

13 19 Q. So can you tell me what you did
14 to prepare for this examination?

15 A. Simply looking at the items
16 listed in the letter and what I could think of
17 was bill of sale for the cars and the property
18 in Fort Wayne.

19 20 Q. And other than the Notice of
20 Examination, did you review any documents to
21 prepare for today?

22 A. Yes.

23 21 Q. So what did you review?

24 A. I reviewed some bank statements
25 for monies that were, if you will, between

1 accounts, between my son and our account.

2 22 Q. And just for the record, your son
3 is Aiden Pleterski?

4 A. Yes.

5 23 Q. That's A-I-D-E-N, and then --

6 A. Pleterski.

7 24 Q. Right. And he's one of the
8 bankrupts in this proceeding?

9 A. Yes.

10 25 Q. So just because everyone shares
11 last names here, I'll probably refer to him as
12 Aiden, and you as Kathy, and your husband as
13 Dragan if that's okay?

14 A. (Non-verbal response.)

15 26 Q. Okay. Did you speak with Aiden
16 to prepare for today?

17 A. Not for today, but I do speak
18 with Aiden.

19 27 Q. Of course.

20 A. But not for today.

21 28 Q. When was the last time you spoke
22 with him?

23 A. Last night.

24 29 Q. And did you discuss today's
25 examination?

1 A. No. He actually asked about
2 Christmas.

3 30 Q. Do you usually text Aiden or
4 email him or call him? How do you communicate
5 with him?

6 A. It's a little bit of both, some
7 texts, some calls. Calls are maybe once a week
8 or so, once or twice a week.

9 31 Q. And how many phone numbers does
10 Aiden have?

11 A. I'm aware of two.

12 32 Q. And how many phones?

13 A. Actual phones, one.

14 33 Q. One phone. So what are those two
15 phone numbers?

16 A. I don't know them off by heart
17 but I can...

18 34 Q. Sure. So maybe I'll ask for
19 Ms. Pleterski to provide those two phone
20 numbers.

21 MR. CAPLAN: If they're on her phone,
22 if you allow her, she'll look at them and --

23 MR. SOUTTER: Sure.

24 MR. CAPLAN: -- we don't have to waste
25 time on an undertaking. Are they on your phone,

1 Kathy?

2 THE WITNESS: They are.

3 MR. CAPLAN: So why don't you look at
4 your phone then? Tell counsel what the two
5 phone numbers are for Aiden.

6 THE WITNESS: And I didn't bring my
7 glasses. This is an old one that I don't
8 believe is even active. So that's [REDACTED]
9 And this is a current one that I know to contact
10 is [REDACTED].

11 BY MR. SOUTTER:

12 35 Q. Thank you. And do you know
13 whether your son Aiden took money from other
14 people to invest, right?

15 A. (Non-verbal response.)

16 MR. CAPLAN: Is she aware of that
17 today do you mean?

18 BY MR. SOUTTER:

19 36 Q. Yes, today.

20 A. I was aware of it.

21 37 Q. In the nature of millions of
22 dollars?

23 A. I did not realize it was in that
24 high of an amount.

25 38 Q. But you realize that today?

1 A. I don't know that I've
2 necessarily seen it, but based on the lawsuit
3 that's currently against him, that's where I
4 became aware of just how much.

5 39 Q. And you are aware that he says
6 that he's lost that money?

7 A. Yes.

8 40 Q. So he's lost millions of dollars
9 of other people's money?

10 A. (Non-verbal response.)

11 41 Q. That your understanding?

12 A. That's my understanding.

13 42 Q. Aiden started investing in crypto
14 currency when he was in high school, right?

15 A. I'm not 100 percent certain of
16 when or how because this was more -- came to
17 light in terms of trading when he was much
18 older. As far as him starting in high school,
19 that's not something I was aware of.

20 43 Q. And he started trading in 2020?

21 A. It was COVID, start of COVID.
22 Yes. But when exactly in that year, I don't
23 know when, but, yes, 2020.

24 44 Q. Was that before or after he
25 graduated from Fanshawe College?

1 A. Again, this is where it's a
2 little blurry because he had a semester and a
3 half left to complete his diploma at Fanshawe,
4 and then I was aware that he was trading, but it
5 was Forex, not -- and crypto, although crypto
6 currency is a whole different language. I
7 didn't understand it. And he never completed
8 that last semester and a half.

9 45 Q. So when did he end his time at
10 Fanshawe College?

11 MR. CAPLAN: Do you know?

12 THE WITNESS: I believe it was when
13 the pandemic started when everyone just -- when
14 everything just shut down. When was that, in
15 February or March of 2020? So I remember when
16 everybody, the students were all sent home. My
17 other kids were coming home. So, yeah, right
18 around that time is when he had brought his
19 things home from Fanshawe and he had never gone
20 back.

21 BY MR. SOUTTER:

22 46 Q. Did you give any money to Aiden
23 when he was in high school to invest in crypto
24 currencies?

25 A. No.

1 47 Q. Do you know if your husband
2 Dragan did?

3 A. No, I don't. I don't know.

4 48 Q. Has owed Aiden told you about the
5 trustee has made a copy of his phone, they've
6 imaged his phone?

7 A. I believe, yes, because -- yes,
8 he had to hand over the phones.

9 MR. CAPLAN: The question is whether
10 Aiden told you this.

11 THE WITNESS: Yes.

12 BY MR. SOUTTER:

13 49 Q. So I'd like to show you a text
14 message exchange taken from that phone. If you
15 can read that for me.

16 A. The yellow?

17 50 Q. The blue, please.

18 MR. CAPLAN: This is all 2021.

19 THE WITNESS: 2021.

20 MR. CAPLAN: Is the question about
21 high school text, or is your question about 2021
22 text?

23 MR. SOUTTER: I haven't asked a
24 question yet. I'm just asking her to read it.

25 MR. CAPLAN: I see. And just to help

1 me, these are between whom and whom?

2 MR. SOUTTER: Between Aiden and Kathy.

3 MR. CAPLAN: All of it, blue and
4 yellow?

5 MR. SOUTTER: Right.

6 THE WITNESS: I'm trying to remember
7 the --

8 MR. CAPLAN: Context.

9 THE WITNESS: -- context for this.

10 MR. CAPLAN: What you've produced is
11 selected text messages of certain dates and
12 times. And the entire conversation is
13 available, from my -- correct?

14 MR. SOUTTER: We have other text
15 messages. I think we can have an off-the-record
16 discussion about whether that's something we
17 need to give you or not.

18 MR. CAPLAN: That's fair enough. The
19 reason I'm raising this now before you put
20 questions to the witness is if there's a
21 contextual circumstance and which these messages
22 are traded, and you are asking her to remember
23 text messages going back to 2021, I'm not sure
24 it's fair to the witness to do that until she's
25 had an opportunity to review the context.

1 So I'm perfectly content that you ask
2 the questions, but I'm not content if her
3 answers -- she's not going to speculate on what
4 may have been talked about. And I don't think
5 it's fair to her unless she has the context.

6 So ask her questions, and then if I
7 tell you don't answer, don't answer.

8 THE WITNESS: Okay.

9 MR. SOUTTER: Thank you.

10 BY MR. SOUTTER:

11 51 Q. So in these text messages, Aiden
12 was talking about giving you some money, right?

13 A. "Did you give Dad his 2000."

14 MR. CAPLAN: So I'm not sure that's a
15 fair question.

16 THE WITNESS: I can't --

17 MR. CAPLAN: Because the very first
18 one doesn't talk about her getting money. It
19 seems to talk about Dad getting money. So if
20 you want to take it text by text, you are
21 welcome to do that. But I think that's a very
22 broad question. I'm not sure it's fair to the
23 witness.

24 BY MR. SOUTTER:

25 52 Q. Okay. Do you recall if in March

1 2021 Aiden gave you money?

2 A. I don't recall.

3 53 Q. Do you recall if he gave Dragan
4 some money?

5 A. I don't recall.

6 54 Q. But you see that in these text
7 messages that's what's being discussed?

8 A. Yes, yes. And...

9 55 Q. He asked if you gave Dragan his
10 \$2000, right?

11 MR. CAPLAN: Are you speaking of the
12 first text, top of the page?

13 MR. SOUTTER: That's right.

14 MR. CAPLAN: That's what it seems to
15 say.

16 BY MR. SOUTTER:

17 56 Q. Right. And you answered "of
18 course"?

19 A. Yes.

20 57 Q. You say later to Aiden:

21 "You have a very generous nature.
22 It's been a very long time since we've
23 had extra funds."

24 Right?

25 MR. CAPLAN: Identify the date and

1 time, please, just, for the record.

2 BY MR. SOUTTER:

3 58 Q. It's March 12th, 2021, at 23
4 hours, 24 minutes, third from the bottom in the
5 blue. Do you see that?

6 A. Yes.

7 59 Q. So you sent Aiden that message?

8 A. I honestly don't recall this
9 specific conversation, and I'm just having a
10 hard time wrapping my head around it with the
11 timeline. And I thought I was looking at 09,
12 2021, but this is March. Is it March? I can't
13 see.

14 60 Q. Right.

15 A. I'm sorry. I don't have my
16 glasses.

17 61 Q. So in March of 2021, do you agree
18 that \$2000 was a lot of money for you?

19 R/F MR. CAPLAN: Is that really a fair
20 question? What does that mean "a lot of money"?
21 Do you want to apply a metric like her annual
22 income or her savings? To be fair, what does "a
23 lot of money" really mean? I'm going to refuse
24 the question. You're welcome to rephrase it
25 though. Don't answer the question until he

1 rephrases it.

2 While we're on this, I want to make it
3 clear on the record this witness is presenting
4 herself today under section 163 of the
5 Bankruptcy Act to answer the questions that were
6 referred to in the subpoena or the Notice of
7 Examination. She came here prepared to talk
8 about the assets referred to.

9 Your questioning is now digging into
10 matters that may expose her to some legal
11 process, and in that way it's a prediscovery of
12 what might be civil proceedings. And I'm a
13 little uncomfortable about this.

14 I'm going to allow the questions
15 because section 163 is drafted fairly broadly,
16 but she's here to discuss the bankruptcy issues,
17 not her own issues, and her business or
18 dealings, I think the word is, with the
19 bankrupt.

20 But, again, your questions seem to be
21 drifting off into an area that I don't think
22 she's prepared to answer. But, again, I'm
23 raising this as a cautionary observation. Leave
24 it at that.

25 MR. SOUTTER: Thank you. So I don't

1 think I'm limited to asking questions about
2 what's in the Notice of Examination. The scope
3 of the examination is under section 163 of the
4 BIA. But I'm going to move on.

5 BY MR. SOUTTER:

6 62 Q. I asked earlier if you gave money
7 to Aiden when he was in high school to invest.

8 MR. CAPLAN: And, again, to be fair,
9 what years are we talking about? I'm from
10 Québec. High school is four years long. What
11 years do you know when Aiden went to high
12 school? Between what date -- what year and what
13 year?

14 THE WITNESS: Oh, gosh. Hold on.
15 2020 he was about to finish his semester and
16 half of a three-year program.

17 MR. CAPLAN: Where?

18 THE WITNESS: At Fanshawe College.

19 MR. CAPLAN: Is that high school?

20 THE WITNESS: No, it's a college.

21 MR. CAPLAN: But he's asking you about
22 high school, not college. What years did Aiden
23 go to high school?

24 THE WITNESS: So 2020 -- it was before
25 2018, he graduated in either June of 2017 or

1 June of 2016. I believe it's June of 2016
2 because he took a year off before he started the
3 program at Fanshawe College.

4 MR. CAPLAN: And in Ontario the high
5 school he goes to, how long is high school,
6 three years or four years?

7 THE WITNESS: Four years.

8 MR. CAPLAN: So 2012 to 2016.

9 THE WITNESS: To 2016, that sounds
10 about right.

11 MR. CAPLAN: So the question then is
12 between those years.

13 BY MR. SOUTTER:

14 63 Q. So I just asked you what I had
15 asked you before, whether you had given money to
16 Aiden while he was in high School, and answer
17 was no?

18 A. No. Not while he's in high
19 school.

20 64 Q. And we talked about how he came
21 back from Fanshawe College around when the
22 pandemic started?

23 A. Yes.

24 65 Q. And he started trading then?

25 A. That was when I understood him

1 starting to trade, yes.

2 66 Q. So did you give money to Aiden to
3 trade?

4 A. Yes.

5 67 Q. How much was that?

6 A. Initially about \$10,000, and
7 subsequently, timelines, I am foggy, but
8 subsequently an additional 40, I believe.

9 68 Q. So that would have been after
10 March or April of 2020?

11 A. Absolutely.

12 69 Q. Would that have been in 2020?

13 MR. CAPLAN: Don't guess. If you
14 remember --

15 THE WITNESS: I don't know. I don't
16 know.

17 BY MR. SOUTTER:

18 70 Q. And when you say you gave him
19 \$10,000 initially, where did that money come
20 from?

21 A. Our account.

22 71 Q. Your account. Your account
23 where?

24 A. Scotiabank.

25 72 Q. And the \$40,000 extra that you

1 later gave him, did that also come from the same
2 account?

3 A. From a different account, still
4 with Scotia, different savings account.

5 73 Q. So two accounts at Scotia were
6 the source of those funds?

7 A. (Non-verbal response.)

8 74 Q. And just for the record, a verbal
9 answer, please.

10 A. Yes.

11 75 Q. Thank you. I appreciate it. I'd
12 like to ask for records of those accounts for
13 the transfers that show those transfers to
14 Aiden?

15 U/T MR. CAPLAN: I'll take instructions
16 from the client. And if I have those
17 instructions, we will redact out of it anything
18 that has nothing to do with Aiden.

19 BY MR. SOUTTER:

20 76 Q. Other than the \$50,000, did you
21 give any other money to Aiden?

22 A. Not that I'm aware of.

23 77 Q. Do you know if Dragan did?

24 A. Not that I'm aware of.

25 78 Q. Are those joint accounts with you

1 and Dragan?

2 A. Both those, yes.

3 79 Q. What did you understand you were
4 investing in at the time?

5 A. What Aiden was trading, Forex and
6 crypto currency.

7 80 Q. And did he tell you that he was
8 making money trading?

9 A. He was. He was talking about
10 returns, around 10 percent returns.

11 81 Q. And how did he communicate that
12 to you?

13 A. Verbally.

14 82 Q. Did he ever show you any account
15 statements?

16 A. Never.

17 83 Q. Were you repaid your investment?

18 A. We were -- we would, I guess, if
19 we felt we were withdrawing or taking what was
20 told to us in terms of what our account balance
21 was, we were always given a verbal of what our
22 account balance was, and if moments where we
23 requested, okay, if our account balance was this
24 much, we thought there would be a transfer of
25 the funds from what we thought was our account

1 balance with him, our investment account balance
2 with him.

3 84 Q. When you say there would be a
4 transfer, what do you mean by that? You would
5 take money from his accounts or he would give
6 money to you? How would that work?

7 A. The account that he had, for
8 example, with Scotia was an account that we
9 opened for him when he was little and it grew
10 into whatever it was, his student account, and
11 then he kept that same account, but never took
12 us off the account.

13 85 Q. So you had access to that account
14 always?

15 A. I had viewing, I think, and my
16 husband had actual transacting where -- but if
17 there was -- if we wanted -- if we needed to
18 make a transfer, then we could do it that way.
19 And we had it set up where there could be
20 transfers back and forth especially when he was
21 a student, because as a student, if we needed to
22 transfer any money from wherever, that's where
23 it went.

24 86 Q. Got it. My question before was
25 whether you were repaid your investment. And do

1 I take it then that from time to time, you would
2 just withdraw, you or Dragan would withdraw
3 money from that joint Scotiabank account between
4 the three of you?

5 A. Yes, it would just be a transfer
6 of the funds and at times there would be perhaps
7 a gifted amount because he was doing well
8 trading, but...

9 87 Q. So sometimes he would send you
10 money as a gift?

11 A. Yeah.

12 88 Q. Or Dragan would take money out of
13 the account, but it was as a gift?

14 A. And/or a withdrawal from what was
15 supposed to be our investment balance.

16 89 Q. Do you have any of your own
17 records about what those investment balances
18 were?

19 A. They were always just verbal and
20 then he said he lost it all.

21 MR. CAPLAN: You're talking about the
22 Forex and crypto accounts, the trading accounts,
23 not the bank accounts.

24 MR. SOUTTER: I'm talking about
25 whether -- I'm asking whether Ms. Pleterski kept

1 her own records of what the account -- her
2 investment account balance was.

3 MR. CAPLAN: That's a different
4 question.

5 THE WITNESS: No, it was always just a
6 verbal.

7 BY MR. SOUTTER:

8 90 Q. So he would tell you, and you
9 would not write it down?

10 A. It would be -- there was no
11 reason to necessarily write it down, but it just
12 was there. It was not something -- it was not
13 something that we kept track -- that I
14 necessarily kept track of.

15 91 Q. And when you withdrew money from
16 that Scotiabank account that you had access to,
17 Aiden's account, would you just deposit those
18 withdrawals into your own account?

19 A. It was just a transfer from one
20 account to the other.

21 92 Q. And that was always the case?

22 A. Whenever anything like that was
23 transacted, yes.

24 93 Q. So I'd also like account
25 statements that reflect those transfers?

1 U/T MR. CAPLAN: If we have them, I'll
2 look at them.

3 BY MR. SOUTTER:

4 94 Q. And if necessary, I'd like you to
5 ask your bank for those statements.

6 A. (Non-verbal response.)

7 95 Q. Thank you.

8 MR. CAPLAN: Again, the statements
9 you're speaking of are what I'm going to call
10 the Scotiabank Aiden account where the three of
11 them, the student -- I'm going to call it the
12 student account. That's what you're talking
13 about, right?

14 MR. SOUTTER: I'm talking about the
15 statements that show where the money went, so
16 not where it came from. So I'm talking about
17 the two Scotiabank accounts that Ms. Pleterski
18 has advised she has between her and Dragan only,
19 not the one that those two people share with
20 Aiden. So there are three bank accounts.

21 MR. CAPLAN: That's right.

22 BY MR. SOUTTER:

23 96 Q. There is the one that you and
24 your husband have access to that's in Aiden's
25 name.

1 MR. CAPLAN: That's the third bank
2 account.

3 MR. SOUTTER: Sure.

4 MR. CAPLAN: What I call "the student
5 bank account."

6 MR. SOUTTER: Sure. And there are two
7 accounts in Mr. and Ms. Pleterski's name alone,
8 yes?

9 MR. CAPLAN: But the trustee has
10 copies of the Scotia account with the three of
11 them on it.

12 MR. SOUTTER: I'm not asking for
13 records for that account.

14 MR. CAPLAN: Oh, you're not. Do you
15 understand? He's not asking for copies in your
16 possession of bank statements that relate to
17 what we've been calling the student account
18 where you, your husband and Aiden were on the
19 account. He's asking for copies of the two
20 joint accounts that you have with your husband.

21 THE WITNESS: Yes.

22 MR. CAPLAN: Have I got that right?

23 THE WITNESS: Yes.

24 BY MR. SOUTTER:

25 97 Q. Right. I want to see where the

1 \$50,000 came from that you invested, and then
2 you made withdrawals from "the student account",
3 as we are going to call it, where those
4 transfers went?

5 U/T MR. CAPLAN: Again, I'll go through
6 them with the client. I will redact whatever
7 has nothing to do with the bankruptcy, and I'll
8 take instructions.

9 MR. SOUTTER: Thank you.

10 BY MR. SOUTTER:

11 98 Q. So we talked about transfers
12 between accounts.

13 Did you ever receive bank drafts from
14 Aiden?

15 A. As a gift, yes. But I think,
16 maybe, the first time was a gift in late 2020.

17 99 Q. So I'd like to show you a copy of
18 the bank draft.

19 A. Okay.

20 MR. CAPLAN: To be fair to me, I
21 haven't seen these before, and maybe it was on
22 the trustees website or not, but this I haven't
23 seen.

24 BY MR. SOUTTER:

25 100 Q. Is this the bank draft you are

1 referring to in late 2020?

2 A. Yes.

3 101 Q. So this was a gift of \$10,000
4 from Aiden to you?

5 A. Yes.

6 102 Q. So that's dated December 29,
7 2020, and I'll mark that as the next exhibit.

8 A. This is copies of the same thing.

9 MR. SOUTTER: Yes, one is for your
10 counsel.

11 MR. CAPLAN: This will be exhibit
12 what?

13 MR. SOUTTER: D as in "David."

14 EXHIBIT NO. D: Bank draft showing
15 gift certificate of \$10,000 from Aiden
16 Pleterski to Kathy Pleterski, dated
17 December 29, 2020.

18 BY MR. SOUTTER:

19 103 Q. You also received e-Transfers
20 from Aiden's account, right?

21 A. There would have been from
22 Scotia, the two Scotia accounts. It was a
23 direct transfer, but there was an e-Transfer and
24 my e-Transfer is set up that gets deposited
25 directly into my TD account.

1 104 Q. Your TD account. And when you
2 received e-Transfers, you received them at the
3 email [REDACTED] right?

4 A. I did. That was an older email.
5 I have a different email now.

6 105 Q. But you didn't receive an
7 e-Transfer for \$10,000 to that email address
8 which went to your TD account?

9 A. I don't recall 10. I recall one
10 in the amount of 5000.

11 MR. CAPLAN: We are proceeding on the
12 assumption that these monies are derived from
13 his trading accounts, either Forex or crypto,
14 that he didn't make this at the casino and he's
15 giving his mum a gift of 5000. Again, so she's
16 answering these questions, but I'm assuming that
17 it's the trustee's position that this money
18 originates with investors who may have lost
19 their money.

20 BY MR. SOUTTER:

21 106 Q. I'm going to suggest to you that
22 you got a \$10,000 transfer from the student
23 account on May 9th, 2021. Do you recall that?

24 A. I don't recall that specific one.
25 Like I said, the only e-Transfer that I can

1 recollect at the moment was in the amount of
2 approximately 5000, again, gifted. And under
3 the knowledge that this is all part of his
4 trading.

5 107 Q. And if you received an e-Transfer
6 at that [REDACTED] account, it would
7 have gone to your TD Bank account?

8 A. At that time, I had it set up
9 that e-Transfers would go, yes.

10 108 Q. So I'd like you to look through
11 your TD account statements for all transfers
12 from Aiden.

13 A. Okay.

14 U/T MR. CAPLAN: So again, subject to my
15 reviewing and redacting what is private and
16 taking instructions.

17 BY MR. SOUTTER:

18 109 Q. When you were withdrawing money
19 or transferring money from the student account
20 for the purpose of being repaid your investment,
21 because that was part of it, right?

22 MR. CAPLAN: That's a couple questions
23 rolled up in there. So why don't you break down
24 your questions into bits.

25 BY MR. SOUTTER:

1 110 Q. Some of the money that was
2 transferred to you from the student account was
3 to repay your investment?

4 A. Not necessarily a repayment.
5 Like I said, it was what we thought was simply a
6 withdrawal in what was an accountant that grew.

7 111 Q. So it was return on investment?

8 A. Yes.

9 112 Q. It was profit, right?

10 A. Yes.

11 113 Q. Why were you asking or why -- did
12 you ask Aiden for that money or did you just
13 transfer it whenever you felt like you needed
14 money?

15 A. No. It would be if we thought,
16 okay, if we needed or just either he, as I said,
17 on occasion gifted, but also, you know, when
18 monies were transferred, we would say, okay, we
19 may the need this much at this time, whatever it
20 might have been, and can we take that from our
21 balance. And then he'd be, Yeah, just take it
22 from the account and I'll withdraw it from your
23 balance.

24 114 Q. And when you'd have those
25 communications with Aiden, was that by text

1 message?

2 A. It would be verbal. And we just
3 -- he said and kept a record of everyone's
4 balances and had it all in his whatever
5 recording system was.

6 115 Q. He told you that he had a
7 recording system?

8 A. Well, however he said he kept
9 track. How, and what that looked like, I don't
10 know.

11 116 Q. But he said that he kept track?

12 A. Yes.

13 117 Q. Did he tell you how he did that?

14 A. No.

15 118 Q. So some of the money that you
16 transferred from the student account was also
17 gifts, you talked about that?

18 A. Yes.

19 119 Q. So is it fair that Aiden was a
20 pretty generous guy?

21 R/F MR. CAPLAN: Don't answer that
22 question. I don't know what that means. If you
23 have a metric for "generosity", tell us. Don't
24 answer that question.

25 BY MR. SOUTTER:

1 120 Q. Aiden also paid for the family to
2 go on vacations, right?

3 A. My understanding is that the one
4 trip we took was we, my husband and I, wanted to
5 take the family on that trip.

6 121 Q. And which trip was that?

7 A. To Barbados.

8 122 Q. And did Aiden pay for that trip?

9 A. My understanding is that we paid
10 for that trip, my husband and I booked that
11 trip.

12 123 Q. So why are you saying it's your
13 understanding? Did you yourself pay for it or
14 were you told by someone that you and your
15 husband paid for it?

16 A. Who would I be told by? I'm
17 just -- we, husband and I, booked what we
18 thought was a family trip, and that was that.

19 124 Q. Did Aiden take you and your
20 husband to a trip to Florida?

21 A. No.

22 125 Q. To Vegas?

23 A. No.

24 MR. CAPLAN: If you have a document
25 that suggests otherwise, let her see it.

1 MR. SOUTTER: Thank you.

2 BY MR. SOUTTER:

3 126 Q. Do you know an individual by the
4 name of Mason Doucette?

5 A. Yes.

6 127 Q. Mitchell Learning?

7 A. Yes.

8 128 Q. And Tyson Heyes?

9 A. Yes.

10 129 Q. They were Aiden's friends, right?

11 A. Yes.

12 130 Q. So when we examined Aiden
13 recently, he told us that he bought you that
14 2021 Audi e-tron, that's right?

15 A. Yes.

16 MR. CAPLAN: That is what he said, or
17 are you verifying -- is it your understanding
18 that your son bought you the car?

19 THE WITNESS: It's my understanding
20 that my son bought me the car.

21 BY MR. SOUTTER:

22 131 Q. That was a gift?

23 A. As a gift.

24 132 Q. And that's the one that has been
25 traded in for the Volkswagen?

1 A. Yes.

2 133 Q. And I'm referring back to Exhibit
3 C now. So you traded in the Audi e-tron for the
4 Volkswagen, and it looks like the total balance
5 due was negative \$41,943?

6 A. Yes.

7 134 Q. Is that right?

8 A. Yes.

9 135 Q. So that was cash back?

10 A. Yes.

11 136 Q. And you kept that cash?

12 A. Yes.

13 137 Q. You still have the Volkswagen?

14 A. Yes.

15 138 Q. When we examined Aiden, he told
16 us that your husband Dragan bought a 2017
17 Bentley Bentayga using money from that student
18 account. That's your understanding as well?

19 A. The Bentley was gifted to my
20 husband and I for our anniversary from Aiden.

21 139 Q. From Aiden. And he gifted you a
22 2018 Porsche Boxster at the same time?

23 A. No. The Porsche was from my
24 husband for our anniversary.

25 140 Q. So Aiden only got your husband an

1 anniversary gift?

2 A. It was for both of us. But my
3 husband, yes, bought the Porsche, and the
4 Bentley was Aiden. And it was for our
5 anniversary. It wasn't specifically for my
6 husband only.

7 141 Q. When you were gifted the Audi
8 e-tron, Aiden gave you some cash as well, right?

9 A. Yes.

10 142 Q. \$50,000?

11 A. Yes.

12 143 Q. Did Aiden also buy your son Lucas
13 a car?

14 A. Yes.

15 144 Q. A 2022 Audi S5 Sportback Technik?

16 A. Yes.

17 145 Q. That was a birthday gift, I
18 think, right?

19 A. Yes.

20 146 Q. Do you know where that car is
21 now?

22 A. It is in our driveway. My son is
23 home for the holidays.

24 147 Q. Because he usually lives at the
25 Indiana property, right?

1 A. For school, yes.

2 148 Q. And you bought that house that he
3 lives in there, the Indiana property?

4 A. Yes.

5 149 Q. You and Dragan?

6 A. Yes.

7 150 Q. And that was, I think, \$226,000
8 US?

9 A. Yes.

10 151 Q. Approximately?

11 A. Yes.

12 152 Q. And that was money that you got
13 from Aiden as well?

14 A. Yes.

15 153 Q. So what account did that come
16 from? Was that also the student account?

17 A. The Scotia, the student account,
18 yes.

19 154 Q. So there was a transfer from that
20 student account to one of your accounts?

21 A. Yes.

22 155 Q. Do you know if that was all at
23 once or in multiple parts?

24 A. I believe it had to be in
25 multiple. I don't know if it was because of the

1 maximum of transfer of funds that could be made,
2 but it was in multiple. I think \$100,000
3 transfers pretax.

4 156 Q. Okay. And I'd also like the
5 statements that reflect those transactions, the
6 transfers from the student account to
7 Ms. Pleterski's account for the purchase of the
8 Indiana property?

9 U/T MR. CAPLAN: I thought the undertaking
10 we gave subject to instructions, subject,
11 subject to is that all transactions that are in
12 the statements that either to and from the
13 student account or otherwise from AP or from
14 Aiden directly will be disclosed if they are
15 there.

16 MR. SOUTTER: Great. Thank you.

17 BY MR. SOUTTER:

18 157 Q. So that money was a gift?

19 A. No.

20 MR. CAPLAN: Which money? I'm
21 confused.

22 BY MR. SOUTTER:

23 158 Q. The money for the Indiana
24 property.

25 A. No.

1 159 Q. Not a gift. Why did you take
2 that money?

3 A. It was on as a loan, if you will,
4 him having as much money as he did, doing what
5 he was doing, it was on the agreement that we
6 would be purchasing this home, yes, and upon
7 graduation, or my son's graduation, once the
8 home was sold, it's not like we would need a
9 home there, those monies would be given back to
10 Aiden.

11 160 Q. I see. Do you have any sort of
12 loan agreement or other document that reflects
13 that?

14 A. This was verbal. This was our
15 son.

16 161 Q. So no text messages or emails?

17 A. No.

18 162 Q. Other than the cars or the car,
19 did Aiden give you any other gifts?

20 A. Yes.

21 163 Q. A Rolex watch?

22 A. No.

23 164 Q. What other gifts then?

24 A. Personally, I received a Louis
25 Vuitton bag, a Burberry coat, and that's...

1 165 Q. What kind of Louis Vuitton bag
2 was it?

3 A. It's a bag. I honestly don't
4 know what kind.

5 166 Q. Do you know how much he paid for
6 it?

7 A. I don't know.

8 167 Q. Do you know how much he paid for
9 the Burberry coat?

10 A. I don't know.

11 168 Q. Any other gifts?

12 A. For me, personally, I can't --
13 this past Mother's Day, there was -- I received
14 a Swarovski rose.

15 169 Q. From Aiden?

16 A. Yes.

17 170 Q. Do you know how much he paid for
18 that?

19 A. I don't know.

20 171 Q. Do you still have those three
21 gifts?

22 A. Yes.

23 172 Q. Did he give you any other gifts?

24 A. Not that I can recollect right
25 now.

1 173 Q. If you remember anything, will
2 you tell me?

3 A. Absolutely.

4 174 Q. Thank you. I understand that
5 Aiden also had a Tangerine savings account. You
6 know about that?

7 A. I don't know.

8 175 Q. You don't know about that. Okay.
9 Other than the student account, did
10 you have any shared accounts with Aiden?

11 A. No.

12 176 Q. Are you aware of any bank
13 accounts that he has?

14 A. No.

15 177 Q. Do you know if Aiden ever lived
16 at [REDACTED] Road in Scarborough?

17 A. No.

18 178 Q. Does that address have any
19 significance to you?

20 A. That's where my parents lived.

21 179 Q. That's where your parents lived.
22 Okay. Do you know if they opened a Tangerine
23 account for Aiden?

24 A. I don't know if it's Tangerine.
25 I know they have savings accounts for each of my

1 kids.

2 MR. STELZER: ING (inaudible.)

3 (Reporter seeks clarification.)

4 MR. SOUTTER: It would have been ING
5 when the account was opened.

6 MR. CAPLAN: This is an account opened
7 by --

8 THE WITNESS: My parents were -- yeah,
9 I believe --

10 MR. CAPLAN: What are their names?

11 THE WITNESS: Well, Aiden.

12 MR. CAPLAN: No. Your parents.

13 THE WITNESS: Oh, [REDACTED]

14 MR. CAPLAN: Spell it.

15 THE WITNESS: [REDACTED]

16 MR. CAPLAN: Last name?

17 THE WITNESS: [REDACTED].

18 MR. CAPLAN: You better spell that.

19 THE WITNESS: [REDACTED].

20 BY MR. SOUTTER:

21 180 Q. You live at [REDACTED]

22 [REDACTED] right?

23 A. Yes.

24 181 Q. And you have a mortgage on that
25 property?

1 A. Yes.

2 182 Q. Has Aiden paid anything towards
3 that mortgage?

4 A. No.

5 183 Q. Do you know if Aiden owns any
6 real estate?

7 A. No. I don't know.

8 184 Q. And other than the [REDACTED]
9 property, do you own any real estate?

10 A. The property in Indiana.

11 185 Q. Nothing else?

12 A. No.

13 186 Q. Did you have an option to
14 purchase land in Pickering?

15 A. We were looking at purchasing
16 land in Pickering, but we did not go through
17 with it.

18 187 Q. Why not?

19 A. Just changed our minds.

20 188 Q. You paid \$30,000 for that option
21 to purchase the home?

22 A. On -- the only reason we were
23 able to continue with the agreement was that we
24 knew every year we would have the option to take
25 that 30,000 back if we should change our mind.

1 It was a builder that still had to go through
2 zoning, or whatever it was, with the Town of
3 Pickering in order to proceed with building.

4 So at the time, when we believe that
5 it was something that we could do, because their
6 timeline was anywhere from three to five years
7 before anything were going to begin in building,
8 we knew that it was -- you know, we had the,
9 sort of, the time to build towards it and then
10 we have that yearly option to pull out if we
11 didn't want to proceed.

12 189 Q. Is that what you did?

13 A. We did.

14 190 Q. That \$30,000, was that from Aiden
15 as well?

16 A. That came from our account.

17 MR. SOUTTER: Why don't we take a
18 break until 11:00 o'clock.

19 MR. CAPLAN: Sure.

20 -- RECESS TAKEN AT 10:48 A.M.

21 -- RESUME AT 11:02 A.M.

22 BY MR. SOUTTER:

23 191 Q. I just have one more question
24 about this option to purchase.

25 Do you have any records that that was

1 cancelled?

2 A. That would be by email recently,
3 so, yeah.

4 192 Q. Can I have a copy of that email
5 please?

6 U/T MR. CAPLAN: We'll look for it and if
7 we find it, we will give it to.


8 MR. SOUTTER: Thank you.

9 BY MR. SOUTTER:

10 193 Q. We spoke about money that you
11 gave Aiden to invest, you are aware that Aiden
12 also took money from other members of your
13 family to invest?

14 A. I'm not aware of other members of
15 the family. Well, I believe my brother may have
16 invested, but I did not -- and Aiden was never
17 -- he never divulged information of who invested
18 how many, whatever, that was his doing, his
19 business.

20 194 Q. What's your brother's name?

21 A. 

22 195 Q. 

23 A. 

24 196 Q. And last name please?

25 A. 

1 197 Q. Aiden also started accepting
2 money from people outside your family circle,
3 you are aware that?

4 A. He was, had investors. I'm aware
5 of that.

6 198 Q. Do you know when that started?

7 A. Sometime in 2020.

8 199 Q. Did Aiden tell you anything about
9 that?

10 A. No.

11 200 Q. Do you know who any of those
12 investors are?

13 A. No.

14 201 Q. Do you know how much they
15 invested with Aiden?

16 A. No.

17 202 Q. Are you aware that Aiden operated
18 a company called AP Private Equity Limited?

19 A. Yes.

20 203 Q. And Tersk Business Solutions
21 Limited?

22 A. That I'm not familiar with.

23 MR. CAPLAN: Can you spell that?

24 MR. SOUTTER: Sure. Tersk is spelled
25 T-E-R-S-K, and then Business Solutions.

1 BY MR. SOUTTER:

2 204 Q. Tersk Garage Limited, are you
3 aware of that one?

4 A. I'm aware of a Tersk Garage
5 Instagram. But I don't know if it has a
6 business.

7 205 Q. And that's an Instagram that
8 Aiden controls?

9 A. I believe so.

10 206 Q. Do you know what the Instagram
11 handle for that is?

12 A. No.

13 207 Q. Would you find out for me,
14 please?

15 MR. CAPLAN: How would she find out?

16 MR. SOUTTER: Go on Instagram.

17 MR. CAPLAN: Go ahead. Why don't you
18 go on.

19 BY MR. SOUTTER:

20 208 Q. How are you aware of this
21 Instagram account?

22 A. It was -- it was an Instagram
23 that he had and he posted some cars on it. I
24 just thought it was when he was posting about
25 cars.

1 209 Q. But you saw the Instagram?

2 A. I saw the Instagram, yeah, I'd
3 seen posts on the feed.

4 210 Q. Do you follow the Instagram
5 account?

6 A. I don't believe so.

7 211 Q. But you have an Instagram
8 account?

9 A. I do.

10 212 Q. Do you know if it's a private
11 Instagram account?

12 A. I don't know. Is mine private?

13 213 Q. Sorry. The Tersk Garage --

14 A. I don't know.

15 214 Q. Does Aiden have an Instagram
16 account?

17 A. Yes.

18 215 Q. An active one?

19 A. Yes.

20 216 Q. You follow him?

21 A. Yes.

22 217 Q. What's his Instagram handle?

23 A. Can I look?

24 218 Q. Sure. Thank you.

25 A. [REDACTED]

1

2

219 Q. Thanks.

3

A. I actually have Tersk Garage.

4

220 Q. Great.

5

A. It's T-E-R-S-K-T_Garage.

6

221 Q. Thank you. Do you know if Aiden

7

controls any other Instagram accounts?

8

A. I don't know.

9

222 Q. Are you aware of the business

10

called Tersk Developments Limited?

11

A. No, I don't know.

12

223 Q. Do you know if Aiden controls any

13

other companies?

14

A. I don't know.

15

224 Q. Do you know if Aiden ever had any

16

employees or accountants?

17

A. (Inaudible.)

18

(Reporter seeks clarification.)

19

BY MR. SOUTTER:

20

225 Q. You have to speak up.

21

A. I don't know.

22

226 Q. So I think that was the answer to

23

the question about employees. And then I asked

24

do you know if he has any accountants?

25

A. I don't know.

1 227 Q. Thank you. I appreciate it.

2 When did you first become aware that Aiden was
3 suffering investment losses?

4 A. In the summer, this past summer.

5 228 Q. So of 2020?

6 A. No. Summer of 2022.

7 229 Q. Thank you. And how did you
8 become aware of that?

9 A. He told us.

10 230 Q. Aiden told you?

11 A. Yes.

12 231 Q. What did he tell you?

13 A. That he had lost the account in
14 late 2021. I think he said the November time
15 frame.

16 232 Q. When you say "lost the account"
17 is that with reference to a specific account?

18 A. What I understood to be the
19 investment account where he had a pool of the
20 funds.

21 233 Q. Did he tell you anything else?

22 A. Just that he (inaudible) and
23 that --

24 (Reporter seeks clarification.)

25 THE WITNESS: And that he lost the

1 account and that the lawsuit had come to light,
2 it presented itself.

3 BY MR. SOUTTER:

4 234 Q. Is that the lawsuit with
5 Mr. Singh, is that what you're referring to?

6 A. Yes.

7 235 Q. Thank you.

8 MR. CAPLAN: Is that the lawsuit
9 started by Walker?

10 MR. SOUTTER: Ms. Walker, yes.

11 MR. CAPLAN: Thank you.

12 BY MR. SOUTTER:

13 236 Q. So we spoke earlier about how you
14 communicate with Aiden. You said sometimes
15 verbally, sometimes by text, right?

16 A. Yes.

17 237 Q. Is that the same with Dragan and
18 Aiden?

19 A. Yes.

20 238 Q. And they've always done it that
21 way?

22 A. How we communicate with each
23 other. If you're not living in the same home,
24 it's through text and talk, call.

25 239 Q. But they email one another?

1 A. I don't know.

2 240 Q. Are you holding any money for

3 Aiden?

4 A. No.

5 241 Q. Any cars?

6 A. No.

7 242 Q. Any other assets?

8 A. No.

9 243 Q. No jewelry?

10 A. No.

11 244 Q. Or gold bars?

12 A. No.

13 245 Q. Do you know if Dragan is?

14 A. I don't know. No.

15 246 Q. Do you know if any of Aiden's

16 brothers are?

17 A. No. I don't know.

18 247 Q. Did Aiden tell you that he was

19 kidnapped recently?

20 A. Yes.

21 248 Q. When did he tell you that?

22 A. When he returned and was in the

23 presence of the police when, after a couple of

24 days of not being able to get a hold of him.

25 249 Q. And when was that?

1 A. Early December.

2 250 Q. This year?

3 A. This year, yes.

4 251 Q. So he returned to your home.

5 A. No. When he called, he said he
6 was with police in the city but I don't know
7 where.

8 252 Q. So when you learned that he had
9 been kidnapped, he told you over the phone?

10 A. He called.

11 253 Q. Did he tell you who kidnapped
12 him?

13 A. No.

14 254 Q. Did he tell you where he was
15 being held?

16 A. No.

17 MR. CAPLAN: What's the relevance of
18 any of this as far as the bankruptcy is
19 concerned? Maybe you could help me out.

20 MR. SOUTTER: I'm just going to ask my
21 questions.

22 MR. CAPLAN: Okay. Then I'll refuse
23 them.

24 BY MR. SOUTTER:

25 255 Q. Did he tell you how long he was

1 being held?

2 R/F MR. CAPLAN: Don't answer the question
3 because I don't see the relevance of this.

4 MR. SOUTTER: My understanding is that
5 he was kidnapped by people purporting to be his
6 creditors, and if we can get information about
7 that and about who those people were, we might
8 be able to prove the results of this bankruptcy.

9 MR. CAPLAN: Then you can answer the
10 question. I have an understanding of why this
11 is relevant, so go ahead and answer the
12 question.

13 BY MR. SOUTTER:

14 256 Q. Do you know when he was
15 kidnapped?

16 A. No.

17 257 Q. Or how long he was held?

18 A. It was a couple of days, but I
19 just -- the fact that he wasn't able -- we
20 weren't able to reach him, which was very unlike
21 him to not be able to call, and that when he was
22 back with police...

23 258 Q. Do you know if he reported the
24 kidnapping to police?

25 A. That's where he said he was when

1 he finally -- when he was released.

2 259 Q. What else did he tell you about
3 the kidnapping?

4 A. He didn't go into much detail.
5 He said he told the police everything they
6 needed to know. And my fear was exactly what my
7 fear has been since the lawsuit began and since
8 any of this began that his safety was a concern.

9 260 Q. Mr. Caplan, I'd like to speak
10 about the timing of the documents we've asked
11 for. Is January 15th fine?

12 MR. CAPLAN: Sounds fine to me unless
13 you're travelling out of the country?

14 A. (Non-verbal response.)

15 MR. CAPLAN: I'm starting a trial
16 second week in January, so I'll try and get it
17 to you.

18 MR. SOUTTER: Before your trial.

19 MR. CAPLAN: Before my trial.

20 MR. SOUTTER: That would be great.

21 MR. CAPLAN: And it's Christmas, New
22 Year's I have my own obligations.

23 MR. SOUTTER: Yes.

24 MR. CAPLAN: But, yes, January 15th,
25 we'll make best efforts to get all this stuff to

1 you. And then we can - if you're going to ask
2 further questions about timetable and other -
3 return, right?

4 MR. SOUTTER: And that leads me to my
5 next thing which is subject to the review of
6 those documents and any issues regarding
7 refusals or anything that may have been taken
8 under advisement, then I adjourn the
9 examination.

10 MR. CAPLAN: That's fine.

11 MR. SOUTTER: Thank you.

12 (Whereupon this examination concludes
13 at 11:16 A.M.)

REPORTER'S CERTIFICATE

I, LEILA HECKERT, CVR, Certified
Verbatim Reporter, certify;

That the foregoing proceedings were
taken before me at the time and place therein
set forth at which time the witness was put
under oath by me;

That the testimony of the witness and
all objections made at the time of the
examination were recorded digitally by me and
were thereafter transcribed;

That the foregoing is a true and
accurate transcript of my shorthand notes so
taken. Dated this 12th day of January 2023.



PER: LEILA HECKERT

CERTIFIED VERBATIM REPORTER

Appendix “I”

Transactions with Dragan and Kathy Pleterski Per Bank Statements
Aiden Pleterski & AP Private Equity Limited
From January 1, 2020 to August 9, 2022



Date	Received		Paid			Comment	Recipient Account (for receipts only)
	Received from Pleterski	Gifts from Pleterski	Payments to Pleterski's Investors	Payments for Pleterski's Lifestyle	Paid to Pleterski		
28-Feb-20	\$ -	\$ -	\$ -	\$ -	\$ 156.00		
18-Mar-20	\$ -	\$ -	\$ -	\$ -	\$ 200.00		
25-Mar-20	\$ -	\$ -	\$ -	\$ -	\$ 100.00		
07-Apr-20	\$ -	\$ -	\$ -	\$ -	\$ 100.00		
15-Apr-20	\$ -	\$ -	\$ -	\$ -	\$ 100.00		
04-Jul-20	\$ -	\$ -	\$ -	\$ -	\$ 100.00		
07-Jul-20	\$ -	\$ -	\$ -	\$ -	\$ 60.00		
13-Jul-20	\$ -	\$ -	\$ -	\$ -	\$ 1,100.00		
13-Jul-20	\$ 600.00	\$ -	\$ -	\$ -	\$ -		Scotiabank (LOC)
14-Jul-20	\$ -	\$ -	\$ -	\$ 40.00	\$ -		
22-Jul-20	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00		
11-Aug-20	\$ -	\$ -	\$ -	\$ 40.00	\$ -		
28-Sep-20	\$ -	\$ -	\$ -	\$ -	\$ 200.00		
30-Sep-20	\$ -	\$ -	\$ -	\$ -	\$ 800.00		
02-Oct-20	\$ 3,475.71	\$ -	\$ -	\$ -	\$ -		Scotiabank
17-Oct-20	\$ 400.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
12-Nov-20	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
19-Jan-21	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -		To Kathy Pleterski
30-Jan-21	\$ 214.62	\$ -	\$ -	\$ -	\$ -		Scotiabank
30-Jan-21	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00		
04-Feb-21	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
04-Feb-21	\$ -	\$ -	\$ 20,000.00	\$ 36.00	\$ -	See Note 1	
24-Feb-21	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00		
08-Mar-21	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		TD ending in 049
13-Apr-21	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Apr-21	\$ 50,035.14	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Apr-21	\$ 81.05	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Apr-21	\$ -	\$ -	\$ 50,035.14	\$ 81.05	\$ -	See Note 1	
23-Apr-21	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
23-Apr-21	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00		
28-Apr-21	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
06-May-21	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
10-May-21	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -		TD ending in 049
21-May-21	\$ 9,500.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
28-May-21	\$ -	\$ 113,142.57	\$ -	\$ -	\$ -	Audi e-tron	
01-Jun-21	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
04-Jun-21	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
07-Jun-21	\$ -	\$ -	\$ -	\$ -	\$ 18,000.00		
11-Jun-21	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
11-Jun-21	\$ -	\$ -	\$ 50,000.00	\$ 81.00	\$ -	See Note 1	
21-Jun-21	\$ 95,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
21-Jun-21	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
21-Jun-21	\$ -	\$ -	\$ -	\$ -	\$ 80,000.00	Error - bank reversal	
21-Jun-21	\$ 85,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
21-Jun-21	\$ -	\$ -	\$ -	\$ 163,335.50	\$ -	Vacation Home Rental	
21-Jun-21	\$ -	\$ -	\$ -	\$ 40.00	\$ -		
28-Jun-21	\$ 90,500.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
28-Jun-21	\$ -	\$ -	\$ 90,108.74	\$ 106.00	\$ -	See Note 1	
05-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
05-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
05-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
05-Jul-21	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
05-Jul-21	\$ -	\$ -	\$ -	\$ 361,157.50	\$ -	Jacob & Co. Watch	
06-Jul-21	\$ -	\$ -	\$ -	\$ 8,212.23	\$ -	Private Jet	
08-Jul-21	\$ 90,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
08-Jul-21	\$ 90,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
08-Jul-21	\$ -	\$ -	\$ -	\$ 106.00	\$ 100,000.00		
09-Jul-21	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -		Scotiabank

09-Jul-21	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00		
16-Jul-21	\$ 600.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
16-Jul-21	\$ -	\$ -	\$ -	\$ -	\$ 600.00		
22-Jul-21	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Jul-21	\$ -	\$ -	\$ 50,000.00	\$ 81.00	\$ -	See Note 1	
23-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Indiana Home	Scotiabank
23-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Indiana Home	Scotiabank
23-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Indiana Home	Scotiabank
23-Jul-21	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00		
27-Jul-21	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
08-Aug-21	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
14-Aug-21	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
14-Aug-21	\$ -	\$ -	\$ 50,000.00	\$ 81.00	\$ -	See Note 1	
23-Aug-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
23-Aug-21	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00		
23-Aug-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
23-Aug-21	\$ -	\$ -	\$ 200,000.00	\$ 106.00	\$ -	See Note 1	
27-Aug-21	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
27-Aug-21	\$ -	\$ -	\$ 30,000.00	\$ 51.00	\$ -	See Note 1	
27-Aug-21	\$ -	\$ -	\$ 30,000.00	\$ 51.00	\$ -	See Note 1	
13-Sep-21	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
13-Sep-21	\$ -	\$ 203,511.30	\$ -	\$ -	\$ -	Bentley Bentayga	
17-Sep-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Sep-21	\$ 37,710.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Sep-21	\$ -	\$ -	\$ 37,702.06	\$ -	\$ -	See Note 1	
22-Sep-21	\$ -	\$ -	\$ -	\$ 170.85	\$ -		
28-Sep-21	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Oct-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Oct-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Oct-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Oct-21	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Oct-21	\$ -	\$ -	\$ -	\$ 339,075.99	\$ -	Vehicle Purchase	
25-Oct-21	\$ 1,988.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
27-Oct-21	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Nov-21	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00		
22-Nov-21	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
29-Nov-21	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00		
30-Nov-21	\$ 82,200.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
30-Nov-21	\$ -	\$ -	\$ 82,153.77	\$ -	\$ -	See Note 1	
01-Dec-21	\$ 8,700.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Dec-21	\$ -	\$ -	\$ -	\$ 8,681.00	\$ -	Private Jet	
01-Dec-21	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00		
06-Dec-21	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
06-Dec-21	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00		
07-Dec-21	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
07-Dec-21	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00		
10-Dec-21	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
17-Dec-21	\$ -	\$ 103,147.72	\$ -	\$ -	\$ -	Audi S5 (Lucas Pleterski)	
20-Dec-21	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Dec-21	\$ 600.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
29-Dec-21	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
31-Dec-21	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
04-Jan-22	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
13-Jan-22	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
15-Jan-22	\$ -	\$ -	\$ -	\$ 3,900.00	\$ -	Credit Card	
17-Jan-22	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
24-Jan-22	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
24-Jan-22	\$ -	\$ -	\$ 60,000.00	\$ -	\$ -	See Note 1	
25-Jan-22	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
25-Jan-22	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
25-Jan-22	\$ -	\$ -	\$ -	\$ 98,934.28	\$ -	Vacation Home Rental	
25-Jan-22	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00		
27-Jan-22	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
27-Jan-22	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
27-Jan-22	\$ -	\$ -	\$ -	\$ 40,304.06	\$ -	Private Jet	
28-Jan-22	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank

28-Jan-22	\$ -	\$ -	\$ -	\$ 24,722.21	\$ -	Security	
31-Jan-22	\$ 56,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
31-Jan-22	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
31-Jan-22	\$ -	\$ -	\$ 136,000.00	\$ 106.00	\$ -	See Note 1	
02-Feb-22	\$ 42,500.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
02-Feb-22	\$ -	\$ -	\$ -	\$ 42,344.41	\$ -	Private Jet	
17-Feb-22	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Feb-22	\$ 46,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Feb-22	\$ -	\$ -	\$ -	\$ 45,898.89	\$ -	Burlington Home	
24-Feb-22	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
25-Feb-22	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
03-Mar-22	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
03-Mar-22	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
08-Mar-22	\$ 1,713.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
14-Mar-22	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00		
17-Mar-22	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
17-Mar-22	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
21-Mar-22	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
21-Mar-22	\$ -	\$ -	\$ -	\$ 70,006.00	\$ -	Private Jet	
23-Mar-22	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
05-Apr-22	\$ 2,160.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
05-Apr-22	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
25-Apr-22	\$ 800.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
28-Apr-22	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
30-Jun-22	\$ 20.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
30-Jun-22	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
		\$ 3,107,297.52	\$ 419,801.59	\$ 885,999.71	\$ 1,207,748.97	\$ 312,516.00	
		\$ 3,527,099.11	\$ 2,406,264.68				

Transactions outside of the Bank Statements

Benefit from repaid investment	\$ 58,000.00	\$ -
Cash gifted to Kathy Pleterski	\$ 50,000.00	\$ -
BitCoin paid to Aiden Pleterski	\$ -	\$ 128,748.00
	\$ 3,635,099.11	\$ 2,535,012.68

Note 1: All Payments to Pleterski's Investors and all Payments for Pleterski's Lifestyle as per Pleterski's request and direction.

Appendix “J”

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF AIDEN
PLETERSKI and AP PRIVATE EQUITY LIMITED, of the
Town of Whitby, in the Province of Ontario**

MINUTES OF SETTLEMENT

WHEREAS on August 9, 2022, the Ontario Superior Court of Justice (the “**Court**”) ordered that Aiden Pleterski (“**Pleterski**”) and AP Private Equity Limited (“**AP**” and together with Pleterski, the “**Bankrupts**” or individually each a “**Bankrupt**”) be adjudged bankrupt (the “**Bankruptcy Orders**”). Grant Thornton Limited was appointed as the trustee in bankruptcy (the “**Trustee**”) of both Bankrupts

AND WHEREAS it is alleged that Dragan Pleterski and Kathy Pleterski (collectively, the “**Pleterski Parents**”) received assets and cash, as more particularly described in **Schedule “A”** (collectively, the “**Disputed Assets**”), from the Bankrupts without consideration between October 1, 2020 and the date of the Bankruptcy Orders;

AND WHEREAS the Pleterski Parents (with no admission of liability) and the Trustee have reached an agreement for the return of certain of the Disputed Assets in full and final settlement of the Trustee’s claim in respect of the Disputed Assets;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is confirmed by the Trustee and the Pleterski Parents (collectively, the “**Parties**”), the Parties agree as follows:

Court Approval

1. Counsel to each Party, or each Party as applicable, shall hold all settlement documentation exchanged between and among them in connection with these Minutes of Settlement (collectively, the “**Settlement Documentation**”) in escrow, and shall not release or otherwise deal with same except in accordance with the terms of these Minutes of Settlement. It is acknowledged that the Trustee will be preparing a report to the Court in which the background and indebtedness owing by the Pleterski Parents, together with the terms of these Minutes of Settlement, will be disclosed.
2. As soon as reasonably practical, the Trustee shall seek Court approval of these Minutes of Settlement (“**Court Approval**”). Notwithstanding the ultimate timing of Court Approval, the Parties shall do all such things as outlined herein on the dates set out below in accordance with the terms of these Minutes of Settlement. In the event that Court Approval is not obtained, the Settlement Documentation and any assets delivered as set out below shall be returned and these Minutes of Settlement shall be null and void.

The Returned Vehicles

3. The Audi S5 bearing VIN# WAUB4CF54NA011048 and the VW Atlas bearing VIN# 1V2BR2CA9MC507271 (collectively, the “**Returned Vehicles**”) shall be delivered to Canam Appraiz (“**Canam**”) at 30 Millwick Dr, North York on or before March 21, 2023. Each of the Returned Vehicles shall be in good condition, subject only to normal wear and tear. In the event

that either of the Returned Vehicles is damaged, the Pleterski Parents shall arrange for any such damage to be repaired at their expense or direct any insurance proceeds relating to same to the Trustee.

4. The Pleterski Parents shall deliver the ownership papers for each of the Returned Vehicles to Canam executed by the respective registered owner of same at the time the Returned Vehicles are delivered. The Pleterski Parents agree that they shall execute any further documentation or take any actions required by the Trustee to enable the Trustee to sell each of the Returned Vehicles.

5. The Trustee shall be at liberty to dispose of the Returned Vehicles immediately upon delivery. However, any proceeds of sale shall be held by the Trustee in trust until Court Approval has been obtained. If Court Approval is not obtained, then the Returned Vehicles (or proceeds thereof) shall be returned to the Pleterski Parents or the registered owner of same.

Cash Settlement Amount

6. The Pleterski Parents will pay \$812,000 (the “**Settlement Funds**”) to the Trustee on or before the earlier of (i) receipt of Third Party Funding or Sale Proceeds by the Pleterski Parents, or (ii) June 30, 2023 or such other date as the Trustee may agree to in its sole discretion acting reasonably (the “**Outside Date**”).

The Method of Payment of the Settlement Funds

7. On or before March 31, 2023, the Pleterski Parents shall advise the Trustee in writing how they intend to fund the payment of the Settlement Funds to the Trustee. The Settlement Funds shall be funded by way of third party loans to the Pleterski Parents (“**Third Party Funding**”) or through the sale of the properties as set out below.

Third Party Funding

8. In the event that the Pleterski Parents intend to fund the Settlement Funds through Third Party Funding, they shall deliver to the Trustee, on or before March 31, 2023, proof of such Third Party Funding which may include an executed copy of an unconditional commitment letter (redacted for privacy) identifying the earliest possible closing date of the Third Party Funding which shall not be later than the Outside Date.

Sale of Properties

9. In the event that Third Party Funding is not available to the Pleterski Parents to fund the Settlement Funds, they shall sell the Indiana Property and the Whitby Property (each as defined below) in accordance with these Minutes of Settlement.

a) Indiana Property

10. The Pleterski Parents shall list the real property municipally known as 5915 Heywood Cove, Fort Wayne, Indiana, USA (the “**Indiana Property**”) for sale with a reputable real estate agent on or before March 31, 2023. The Pleterski Parents shall provide an executed irrevocable direction (the “**Indiana Direction**”) to pay the net sale proceeds directly to the Trustee in the form attached as **Schedule “B”** to the Trustee upon execution of these Minutes of Settlement which shall be held in escrow by the Trustee pending Court Approval.

b) Whitby Property

11. The Pleterski Parents shall list the real property municipally known as 9 Corner Court, Whitby, Ontario (the “**Whitby Property**”) for sale with a reputable real estate agent on or before March 31, 2023. The Pleterski Parents shall provide an executed irrevocable direction (the

“Whitby Direction”) to pay the net sale proceeds directly to the Trustee in the form attached as **Schedule “C”** to the Trustee upon execution of these Minutes of Settlement which shall be held in escrow by the Trustee pending Court Approval.

12. In the event that the funds received as a result of the Indiana Direction and the Whitby Direction exceed the amount of the Settlement Funds, the Trustee shall execute a redirection that any excess funds be paid to the Pleterski Parents. If the Trustee receives more than the Settlement Funds, it agrees to forthwith reimburse such excess amount to the Pleterski Parents.

Consent Order

13. In the event that the Settlement Funds are not delivered to the Trustee on or before the Outside Date, the Pleterski Parents hereby consent to an order (the **“Order”**) of the Court in the form attached as **Schedule “D”**. The Pleterski Parents shall execute the consent to the Order in the form attached as **Schedule “E”** which shall be executed by the Pleterski Parents at the time of signing of these Minutes of Settlement and shall be automatically released from escrow on July 1, 2023 in the event that the Settlement Funds are not received by the Trustee in their entirety. The Pleterski Parents further agree that they shall not oppose the issuance of the Order by the Court.

Release

14. The Parties will execute a mutual full and final release in the form attached as **Schedule “F”** (the **“Release”**) to be held in escrow until the Returned Vehicles and Settlement Funds are received by the Trustee. Notwithstanding any language to the contrary, the Pleterski Parents specifically acknowledge and agree that, in the event that the Trustee later discovers assets different from, or in addition to, the Disputed Assets which would give the Trustee rights therein,

the Trustee shall be at liberty to pursue same and the Release shall not act as a defence in respect thereof.

15. In addition to the foregoing, the Trustee reserves its rights against the Pleterski Parents in respect of any assets not disclosed by the Bankrupts to the Trustee which can be shown to be within the knowledge of the Pleterski Parents either at the time of making these Minutes of Settlement or thereafter. In other words, in the event that the Trustee discovers that the Pleterski Parents assisted the Bankrupts in hiding assets from the Trustee or knew of or later to come to know of assets of the Bankrupts not disclosed to the Trustee, the Trustee reserves its rights and remedies against the Pleterski Parents in respect thereto.

Miscellaneous

16. The Parties, as applicable, shall execute such further and other documents as may be necessary to give effect to the terms of these Minutes of Settlement.

17. The Parties represent that they have either obtained legal advice concerning these Minutes of Settlement or had an adequate opportunity to do so, that they have reviewed and understand these Minutes of Settlement, that they are voluntarily entering into these Minutes of Settlement, and that they will not engage in any action which would conflict with the provisions of the Minutes of Settlement either in word or in spirit.

18. The provisions of these Minutes of Settlement shall enure to the benefit of and be binding upon the respective successors and assigns of the Parties.

19. The Parties agree that the recitals to these Minutes of Settlement are true and correct statements and form an integral part of these Minutes of Settlement.

20. The Parties agree that the Schedules attached to these Minutes of Settlement form an integral part of the Minutes of Settlement and that any reference to the Minutes of Settlement includes the Schedules.


21. These Minutes of Settlement constitute the entire agreement between the Parties and supersede all prior agreements, representations, warranties, statements, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter herein.


22. These Minutes of Settlement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the Parties irrevocably attorn to the jurisdiction of the Court for the purpose of any proceedings that may be brought to construe or enforce these Minutes of Settlement.

23. These Minutes of Settlement may be executed by the Parties in one or more separate counterparts, each of which when so executed shall constitute and be deemed to be an original and shall be binding upon and enure to the benefit of each of the Parties having executed these Minutes of Settlement or any counterpart hereof from the time of the execution and delivery thereof and all such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF the Parties hereto have executed these Minutes of Settlement personally or by their proper signing officers who have been duly authorized to do so.

DATED this 14 day of March, 2023

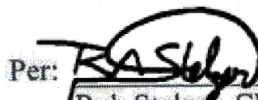

DRAGAN PLETERSKI


Witness GARY M. CAPLAN


KATHY PLETERSKI


Witness GARY M. CAPLAN

GRANT THORNTON LIMITED, In its capacity as Trustee for the bankrupt estate of Aiden Pleterski and AP Private Equity Limited and not in its personal or corporate capacity

Per: 
Rob Stelzer, CPA, CA, CIRP, LIT
Senior Vice President

Schedule "A"

Transactions with Dragan and Kathy Pleterski Per Bank Statements
Aiden Pleterski & AP Private Equity Limited
From January 1, 2020 to August 9, 2022



Date	Received		Paid			Comment	Recipient Account (for receipts only)
	Received from Pleterski	Gifts from Pleterski	Payments to Pleterski's Investors	Payments for Pleterski's Lifestyle	Paid to Pleterski		
28-Feb-20	\$ -	\$ -	\$ -	\$ -	\$ 156.00		
18-Mar-20	\$ -	\$ -	\$ -	\$ -	\$ 200.00		
25-Mar-20	\$ -	\$ -	\$ -	\$ -	\$ 100.00		
07-Apr-20	\$ -	\$ -	\$ -	\$ -	\$ 100.00		
15-Apr-20	\$ -	\$ -	\$ -	\$ -	\$ 100.00		
04-Jul-20	\$ -	\$ -	\$ -	\$ -	\$ 100.00		
07-Jul-20	\$ -	\$ -	\$ -	\$ -	\$ 60.00		
13-Jul-20	\$ -	\$ -	\$ -	\$ -	\$ 1,100.00		
13-Jul-20	\$ 600.00	\$ -	\$ -	\$ -	\$ -		Scotiabank (LOC)
14-Jul-20	\$ -	\$ -	\$ -	\$ 40.00	\$ -		
22-Jul-20	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00		
11-Aug-20	\$ -	\$ -	\$ -	\$ 40.00	\$ -		
28-Sep-20	\$ -	\$ -	\$ -	\$ -	\$ 200.00		
30-Sep-20	\$ -	\$ -	\$ -	\$ -	\$ 800.00		
02-Oct-20	\$ 3,475.71	\$ -	\$ -	\$ -	\$ -		Scotiabank
17-Oct-20	\$ 400.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
12-Nov-20	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
19-Jan-21	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -		To Kathy Pleterski
30-Jan-21	\$ 214.62	\$ -	\$ -	\$ -	\$ -		Scotiabank
30-Jan-21	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00		
04-Feb-21	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
04-Feb-21	\$ -	\$ -	\$ 20,000.00	\$ 36.00	\$ -	See Note 1	
24-Feb-21	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00		
08-Mar-21	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		TD ending in 049
13-Apr-21	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Apr-21	\$ 50,035.14	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Apr-21	\$ 81.05	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Apr-21	\$ -	\$ -	\$ 50,035.14	\$ 81.05	\$ -	See Note 1	
23-Apr-21	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
23-Apr-21	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00		
28-Apr-21	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
06-May-21	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
10-May-21	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -		TD ending in 049
21-May-21	\$ 9,500.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
28-May-21	\$ -	\$ 113,142.57	\$ -	\$ -	\$ -	Audi e-tron	
01-Jun-21	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
04-Jun-21	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
07-Jun-21	\$ -	\$ -	\$ -	\$ -	\$ 18,000.00		
11-Jun-21	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
11-Jun-21	\$ -	\$ -	\$ 50,000.00	\$ 81.00	\$ -	See Note 1	
21-Jun-21	\$ 95,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
21-Jun-21	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
21-Jun-21	\$ -	\$ -	\$ -	\$ -	\$ 80,000.00	Error - bank reversal	
21-Jun-21	\$ 85,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
21-Jun-21	\$ -	\$ -	\$ -	\$ 163,335.50	\$ -	Vacation Home Rental	
21-Jun-21	\$ -	\$ -	\$ -	\$ 40.00	\$ -		
28-Jun-21	\$ 90,500.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
28-Jun-21	\$ -	\$ -	\$ 90,108.74	\$ 106.00	\$ -	See Note 1	
05-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
05-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
05-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
05-Jul-21	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
05-Jul-21	\$ -	\$ -	\$ -	\$ 361,157.50	\$ -	Jacob & Co. Watch	
06-Jul-21	\$ -	\$ -	\$ -	\$ 8,212.23	\$ -	Private Jet	
08-Jul-21	\$ 90,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
08-Jul-21	\$ 90,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
08-Jul-21	\$ -	\$ -	\$ -	\$ 106.00	\$ 100,000.00		
09-Jul-21	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -		Scotiabank

09-Jul-21	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00		
16-Jul-21	\$ 600.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
16-Jul-21	\$ -	\$ -	\$ -	\$ -	\$ 600.00		
22-Jul-21	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Jul-21	\$ -	\$ -	\$ 50,000.00	\$ 81.00	\$ -	See Note 1	
23-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Indiana Home	Scotiabank
23-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Indiana Home	Scotiabank
23-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Indiana Home	Scotiabank
23-Jul-21	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00		
27-Jul-21	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
08-Aug-21	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
14-Aug-21	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
14-Aug-21	\$ -	\$ -	\$ 50,000.00	\$ 81.00	\$ -	See Note 1	
23-Aug-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
23-Aug-21	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00		
23-Aug-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
23-Aug-21	\$ -	\$ -	\$ 200,000.00	\$ 106.00	\$ -	See Note 1	
27-Aug-21	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
27-Aug-21	\$ -	\$ -	\$ 30,000.00	\$ 51.00	\$ -	See Note 1	
27-Aug-21	\$ -	\$ -	\$ 30,000.00	\$ 51.00	\$ -	See Note 1	
13-Sep-21	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
13-Sep-21	\$ -	\$ 203,511.30	\$ -	\$ -	\$ -	Bentley Bentayga	
17-Sep-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Sep-21	\$ 37,710.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Sep-21	\$ -	\$ -	\$ 37,702.06	\$ -	\$ -	See Note 1	
22-Sep-21	\$ -	\$ -	\$ -	\$ 170.85	\$ -		
28-Sep-21	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Oct-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Oct-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Oct-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Oct-21	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Oct-21	\$ -	\$ -	\$ -	\$ 339,075.99	\$ -	Vehicle Purchase	
25-Oct-21	\$ 1,988.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
27-Oct-21	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Nov-21	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00		
22-Nov-21	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
29-Nov-21	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00		
30-Nov-21	\$ 82,200.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
30-Nov-21	\$ -	\$ -	\$ 82,153.77	\$ -	\$ -	See Note 1	
01-Dec-21	\$ 8,700.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Dec-21	\$ -	\$ -	\$ -	\$ 8,681.00	\$ -	Private Jet	
01-Dec-21	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00		
06-Dec-21	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
06-Dec-21	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00		
07-Dec-21	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
07-Dec-21	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00		
10-Dec-21	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
17-Dec-21	\$ -	\$ 103,147.72	\$ -	\$ -	\$ -	Audi S5 (Lucas Pleterski)	
20-Dec-21	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Dec-21	\$ 600.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
29-Dec-21	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
31-Dec-21	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
04-Jan-22	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
13-Jan-22	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
15-Jan-22	\$ -	\$ -	\$ -	\$ 3,900.00	\$ -	Credit Card	
17-Jan-22	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
24-Jan-22	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
24-Jan-22	\$ -	\$ -	\$ 60,000.00	\$ -	\$ -	See Note 1	
25-Jan-22	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
25-Jan-22	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
25-Jan-22	\$ -	\$ -	\$ -	\$ 98,934.28	\$ -	Vacation Home Rental	
25-Jan-22	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00		
27-Jan-22	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
27-Jan-22	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
27-Jan-22	\$ -	\$ -	\$ -	\$ 40,304.06	\$ -	Private Jet	
28-Jan-22	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank

28-Jan-22	\$ -	\$ -	\$ -	\$ 24,722.21	\$ -	Security	
31-Jan-22	\$ 56,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
31-Jan-22	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
31-Jan-22	\$ -	\$ -	\$ 136,000.00	\$ 106.00	\$ -	See Note 1	
02-Feb-22	\$ 42,500.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
02-Feb-22	\$ -	\$ -	\$ -	\$ 42,344.41	\$ -	Private Jet	
17-Feb-22	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Feb-22	\$ 46,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Feb-22	\$ -	\$ -	\$ -	\$ 45,898.89	\$ -	Burlington Home	
24-Feb-22	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
25-Feb-22	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
03-Mar-22	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
03-Mar-22	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
08-Mar-22	\$ 1,713.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
14-Mar-22	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00		
17-Mar-22	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
17-Mar-22	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
21-Mar-22	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
21-Mar-22	\$ -	\$ -	\$ -	\$ 70,006.00	\$ -	Private Jet	
23-Mar-22	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
05-Apr-22	\$ 2,160.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
05-Apr-22	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
25-Apr-22	\$ 800.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
28-Apr-22	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
30-Jun-22	\$ 20.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
30-Jun-22	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
		\$ 3,107,297.52	\$ 419,801.59	\$ 885,999.71	\$ 1,207,748.97	\$ 312,516.00	
		\$ 3,527,099.11	\$ 2,406,264.68				

Transactions outside of the Bank Statements

Benefit from repaid investment	\$ 58,000.00	\$ -
Cash gifted to Kathy Pleterski	\$ 50,000.00	\$ -
BitCoin paid to Aiden Pleterski	\$ -	\$ 128,748.00
	\$ 3,635,099.11	\$ 2,535,012.68

Note 1: All Payments to Pleterski's Investors and all Payments for Pleterski's Lifestyle as per Pleterski's request and direction.

SCHEDULE “B”

IRREVOCABLE DIRECTION

TO: [PURCHASER]
AND TO: [PURCHASER’S SOLICITOR]
FROM: Dragan and Kathy Pleterski (the “**Vendors**”)
RE: Sale of 5915 Heywood Cove, Fort Wayne, Indiana, USA (the “**Property**”)
DATE: March 14, 2023

This is to irrevocably authorize and direct you to pay the funds due on closing of the Property otherwise payable to the Vendors to Grant Thornton Limited, in its capacity as Trustee in Bankruptcy of Aiden Pleterski and AP Private Equity Limited. This shall be your good and sufficient authority for so doing and the undersigned declares this Direction to be irrevocable.

Dated at Toronto, this 14th day of March, 2023.

DRAGAN PLETERSKI

Witness

KATHY PLETERSKI

Witness

SCHEDULE “C”

IRREVOCABLE DIRECTION

TO: [PURCHASER]

AND TO: [PURCHASER’S SOLICITOR]

FROM: Dragan and Kathy Pleterski (the “**Vendors**”)

RE: Sale of 9 Corner Court, Whitby, Ontario (the “**Property**”)

DATE: March 14, 2023

This is to irrevocably authorize and direct you to pay the funds due on closing of the Property otherwise payable to the Vendors to Grant Thornton Limited, in its capacity as Trustee in Bankruptcy of Aiden Pleterski and AP Private Equity Limited. This shall be your good and sufficient authority for so doing and the undersigned declares this Direction to be irrevocable.

Dated at Toronto, this 14th day of March, 2023.

DRAGAN PLETERSKI

Witness

KATHY PLETERSKI

Witness

SCHEDULE “D”

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE ►

)
)
)

► DAY, THE ►ST

DAY OF ►, 2023

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario

ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the trustee in bankruptcy (in such capacity, the “**Trustee**”) of the estates of each of the bankrupts, AP Private Equity Limited and Aiden Pleterski (“**Pleterski**” and collectively, the “**Bankrupts**”) for an Order pursuant to sections 96 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”) was heard this day by Zoom judicial video conference in Toronto, Ontario.

ON READING the Consent of Dragan and Kathy Pleterski dated March 14, 2023, filed, and on hearing the submissions of counsel for the Trustee, and with no one else attending;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record be and is hereby abridged and validated, such that this motion is properly returnable today and hereby dispenses with further service thereof.

TRANSFER AT UNDERVALUE

2. **THIS COURT DECLARES** that the assets set out in **Schedule “A”** are transfers at undervalue and void as against the Trustee.

3. **THIS COURT ORDERS AND DIRECTS** Dragan and Kathy Pleterski to pay \$812,000 to the Trustee forthwith.

GENERAL

4. **THIS COURT ORDERS** that this Order is effective from today’s date and is enforceable without the need for entry or filing.

SCHEDULE “E”

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

**IN THE MATTER OF THE BANKRUPTCY OF AIDEN
PLETERSKI and AP PRIVATE EQUITY LIMITED, of the
Town of Whitby, in the Province of Ontario**

CONSENT

DRAGAN PLETERSKI AND KATHY PLETERSKI, by their lawyers, hereby consent to the Order, attached hereto as “Schedule A”.

THE PARTIES HERETO by their lawyers hereby certify that no party under disability will be affected by this Order.

DATED AT TORONTO, ONTARIO this 14th day of March, 2023

Gary Caplan
MASON CAPLAN ROTI LLP
Lawyers for Dragan and Kathy Pleterski

SCHEDULE “A” to Consent

Court File No./Estate No.: BK-22-00208582-OT-31

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE ►) ► DAY, THE ►ST
)
) DAY OF ►, 2023
)

**IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario**

ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the trustee in bankruptcy (in such capacity, the “**Trustee**”) of the estates of each of the bankrupts, AP Private Equity Limited and Aiden Pleterski (“**Pleterski**” and collectively, the “**Bankrupts**”) for an Order pursuant to sections 96 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”) was heard this day by Zoom judicial video conference in Toronto, Ontario.

ON READING the Consent of Dragan and Kathy Pleterski dated March 14, 2023, filed, and on hearing the submissions of counsel for the Trustee, and with no one else attending;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record be and is hereby abridged and validated, such that this motion is properly returnable today and hereby dispenses with further service thereof.

TRANSFER AT UNDERVALUE

2. **THIS COURT DECLARES** that the assets set out in **Schedule “A”** are transfers at undervalue and void as against the Trustee.

3. **THIS COURT ORDERS AND DIRECTS** Dragan and Kathy Pleterski to pay \$812,000 to the Trustee forthwith.

GENERAL

4. **THIS COURT ORDERS** that this Order is effective from today’s date and is enforceable without the need for entry or filing.

SCHEDULE “F”

MUTUAL RELEASE

IN EXCHANGE FOR the consideration set out in the Minutes of Settlement dated March 14, 2023, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the undersigned, together with their successors, assigns, executors, heirs, and issue, hereinafter referred to collectively as the “**Parties**”, do hereby remise, release, and forever discharge each other, together with their respective successors, assigns, executors, heirs, and issue, from any and all known claims, demands, manner of actions, causes of actions, suits, debts, duties, accounts, bonds, warranties, claims over, indemnities, losses, injuries, undertakings and liabilities of whatever nature and kind which against each other the Parties, or any of them, now have for or by reason of, or in respect of all matters existing up to the present time, including, without limitation, the transfer of the assets listed on the attached **Schedule “A”** (the “**Disputed Assets**”) with the exception of the Unreleased Claims (as defined below) (collectively, the “**Released Claims**”).

AND FOR THE SAID CONSIDERATION the Parties covenant and agree not to make any claim or to commence or take proceedings arising from or related to the Released Claims and/or the facts or circumstances allegedly giving rise thereto, against any other person, firm, partnership, business or corporation who or which might claim contribution from, or to be indemnified by, the Parties or any of them, under the provisions of any statute or otherwise in respect of the Released Claims.

AND FOR THE SAID CONSIDERATION the Parties covenant and agree that at no time subsequent to the Parties’ acceptance of the consideration described in the Settlement Agreement will the Parties file, or cause, or knowingly permit the filing of, with any provincial, federal or foreign court, tribunal or agency, any claim, action, or proceeding of any kind against each other in relation to the Released Claims.

IT IS AGREED AND UNDERSTOOD that if the Parties or any of them commence such a claim, or take such proceedings, and the Parties or any of them are added to such claim or proceedings in any manner whatsoever, whether justified in law or not, the Party(ies) that

commenced the claim or proceeding shall immediately discontinue same and be liable to the other Party(ies) for the legal costs incurred in any such proceeding, on a full indemnity basis. This Mutual Full and Final Release may be pleaded in the event of any such claim, action, complaint or proceeding is brought as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by any Party in any subsequent action or proceeding that the other parties in the subsequent action were not privy to formation of this Mutual Release.

AND FOR THE SAID CONSIDERATION the Parties hereby represent and warrant that they have not assigned to any person, firm, or corporation any of the actions, causes of action, claims, debts, suits or demands of any nature or kind which they have released by this Mutual Release, and the Parties acknowledge and agree that this Mutual Release shall be binding upon the Parties and their heirs, representatives, executors, administrators, successors, trustees in bankruptcy, and assigns. The Parties further acknowledge and agree that if any term of this Mutual Release is held to be invalid or unenforceable, the remaining portions will continue to be valid and shall be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the Parties' intent as determined from the face of this Mutual Release to the extent necessary to permit the maximum enforceability or validation of the term.

AND THE PARTIES HEREBY ACKNOWLEDGE AND AGREE that, in the event that Grant Thornton Limited, in its capacity as the trustee in bankruptcy (the "**Trustee**") of Aiden Pleterski and AP Private Equity Limited (the "**Bankrupts**") later discovers:

- (a) assets different from, or in addition to, the Disputed Assets which would give the Trustee rights therein, the Trustee shall be at liberty to pursue same and this Mutual Release shall not act as a defence in respect thereof; and
- (b) assets not disclosed by the Bankrupts to the Trustee which can be shown to be within the knowledge of Dragan and/or Kathy Pleterski either at the time of execution of this Mutual Release or thereafter (collectively, "**Unreleased Claims**"),

the Trustee shall be at liberty to pursue its rights and remedies against Dragan and Kathy Pleterski and this Mutual Release shall not act as a defence in respect thereof.

AND IT IS HEREBY DECLARED that prior to signing this Mutual Release, the Parties have sought and obtained legal advice from their respective counsel.

AND THE PARTIES HEREBY ACKNOWLEDGE that they have been represented by their respective counsel in the negotiation, preparation, review and execution of this Mutual Release. This Mutual Release is the product of informed negotiation and the Parties agree that in the event of disagreement, dispute or controversy regarding this Mutual Release, the Parties shall be considered joint authors of this Mutual Release and no provision shall be interpreted against any Party on the basis of authorship.

THIS MUTUAL RELEASE may be executed in any number of counterparts, and delivered by facsimile transmission or PDF e-mail transmission with the same effect as if all signatories had signed the same document. All counterparts shall be construed together, and shall constitute one and the same agreement and shall be deemed to be originals of full force and effect.

THIS MUTUAL FULL AND FINAL RELEASE shall not become effective unless and until the Receiver has obtained the Settlement Approval and Dismissal Order (as defined in the Settlement Agreement). This Mutual Full and Final Release shall be held in escrow by each party's respective counsel until the Settlement Approval and Dismissal Order has been issued and entered.

IN WITNESS WHEREOF the Parties have hereunto set their hands this ____ day of March, 2023.

[Page intentionally left blank]

DRAGAN PLETERSKI

Witness

KATHY PLETERSKI

Witness

**GRANT THORNTON LIMITED, In its
capacity as Trustee for the bankrupt
estate of Aiden Pleterski and AP Private
Equity Limited and not in its personal or
corporate capacity**

Per: _____

Rob Stelzer, CPA, CA, CIRP, LIT
Senior Vice President

Schedule "A" to Mutual Release

Transactions with Dragan and Kathy Pleterski Per Bank Statements
Aiden Pleterski & AP Private Equity Limited
From January 1, 2020 to August 9, 2022



Date	Received		Paid			Comment	Recipient Account (for receipts only)
	Received from Pleterski	Gifts from Pleterski	Payments to Pleterski's Investors	Payments for Pleterski's Lifestyle	Paid to Pleterski		
28-Feb-20	\$ -	\$ -	\$ -	\$ -	\$ 156.00		
18-Mar-20	\$ -	\$ -	\$ -	\$ -	\$ 200.00		
25-Mar-20	\$ -	\$ -	\$ -	\$ -	\$ 100.00		
07-Apr-20	\$ -	\$ -	\$ -	\$ -	\$ 100.00		
15-Apr-20	\$ -	\$ -	\$ -	\$ -	\$ 100.00		
04-Jul-20	\$ -	\$ -	\$ -	\$ -	\$ 100.00		
07-Jul-20	\$ -	\$ -	\$ -	\$ -	\$ 60.00		
13-Jul-20	\$ -	\$ -	\$ -	\$ -	\$ 1,100.00		
13-Jul-20	\$ 600.00	\$ -	\$ -	\$ -	\$ -		Scotiabank (LOC)
14-Jul-20	\$ -	\$ -	\$ -	\$ 40.00	\$ -		
22-Jul-20	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00		
11-Aug-20	\$ -	\$ -	\$ -	\$ 40.00	\$ -		
28-Sep-20	\$ -	\$ -	\$ -	\$ -	\$ 200.00		
30-Sep-20	\$ -	\$ -	\$ -	\$ -	\$ 800.00		
02-Oct-20	\$ 3,475.71	\$ -	\$ -	\$ -	\$ -		Scotiabank
17-Oct-20	\$ 400.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
12-Nov-20	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
19-Jan-21	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -		To Kathy Pleterski
30-Jan-21	\$ 214.62	\$ -	\$ -	\$ -	\$ -		Scotiabank
30-Jan-21	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00		
04-Feb-21	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
04-Feb-21	\$ -	\$ -	\$ 20,000.00	\$ 36.00	\$ -	See Note 1	
24-Feb-21	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00		
08-Mar-21	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		TD ending in 049
13-Apr-21	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Apr-21	\$ 50,035.14	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Apr-21	\$ 81.05	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Apr-21	\$ -	\$ -	\$ 50,035.14	\$ 81.05	\$ -	See Note 1	
23-Apr-21	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
23-Apr-21	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00		
28-Apr-21	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
06-May-21	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
10-May-21	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -		TD ending in 049
21-May-21	\$ 9,500.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
28-May-21	\$ -	\$ 113,142.57	\$ -	\$ -	\$ -	Audi e-tron	
01-Jun-21	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
04-Jun-21	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
07-Jun-21	\$ -	\$ -	\$ -	\$ -	\$ 18,000.00		
11-Jun-21	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
11-Jun-21	\$ -	\$ -	\$ 50,000.00	\$ 81.00	\$ -	See Note 1	
21-Jun-21	\$ 95,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
21-Jun-21	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
21-Jun-21	\$ -	\$ -	\$ -	\$ -	\$ 80,000.00	Error - bank reversal	
21-Jun-21	\$ 85,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
21-Jun-21	\$ -	\$ -	\$ -	\$ 163,335.50	\$ -	Vacation Home Rental	
21-Jun-21	\$ -	\$ -	\$ -	\$ 40.00	\$ -		
28-Jun-21	\$ 90,500.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
28-Jun-21	\$ -	\$ -	\$ 90,108.74	\$ 106.00	\$ -	See Note 1	
05-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
05-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
05-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
05-Jul-21	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
05-Jul-21	\$ -	\$ -	\$ -	\$ 361,157.50	\$ -	Jacob & Co. Watch	
06-Jul-21	\$ -	\$ -	\$ -	\$ 8,212.23	\$ -	Private Jet	
08-Jul-21	\$ 90,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
08-Jul-21	\$ 90,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
08-Jul-21	\$ -	\$ -	\$ -	\$ 106.00	\$ 100,000.00		
09-Jul-21	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -		Scotiabank

09-Jul-21	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00		
16-Jul-21	\$ 600.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
16-Jul-21	\$ -	\$ -	\$ -	\$ -	\$ 600.00		
22-Jul-21	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Jul-21	\$ -	\$ -	\$ 50,000.00	\$ 81.00	\$ -	See Note 1	
23-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Indiana Home	Scotiabank
23-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Indiana Home	Scotiabank
23-Jul-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	Indiana Home	Scotiabank
23-Jul-21	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00		
27-Jul-21	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
08-Aug-21	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
14-Aug-21	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
14-Aug-21	\$ -	\$ -	\$ 50,000.00	\$ 81.00	\$ -	See Note 1	
23-Aug-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
23-Aug-21	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00		
23-Aug-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
23-Aug-21	\$ -	\$ -	\$ 200,000.00	\$ 106.00	\$ -	See Note 1	
27-Aug-21	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
27-Aug-21	\$ -	\$ -	\$ 30,000.00	\$ 51.00	\$ -	See Note 1	
27-Aug-21	\$ -	\$ -	\$ 30,000.00	\$ 51.00	\$ -	See Note 1	
13-Sep-21	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
13-Sep-21	\$ -	\$ 203,511.30	\$ -	\$ -	\$ -	Bentley Bentayga	
17-Sep-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Sep-21	\$ 37,710.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Sep-21	\$ -	\$ -	\$ 37,702.06	\$ -	\$ -	See Note 1	
22-Sep-21	\$ -	\$ -	\$ -	\$ 170.85	\$ -		
28-Sep-21	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Oct-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Oct-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Oct-21	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Oct-21	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Oct-21	\$ -	\$ -	\$ -	\$ 339,075.99	\$ -	Vehicle Purchase	
25-Oct-21	\$ 1,988.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
27-Oct-21	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Nov-21	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00		
22-Nov-21	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
29-Nov-21	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00		
30-Nov-21	\$ 82,200.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
30-Nov-21	\$ -	\$ -	\$ 82,153.77	\$ -	\$ -	See Note 1	
01-Dec-21	\$ 8,700.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
01-Dec-21	\$ -	\$ -	\$ -	\$ 8,681.00	\$ -	Private Jet	
01-Dec-21	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00		
06-Dec-21	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
06-Dec-21	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00		
07-Dec-21	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
07-Dec-21	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00		
10-Dec-21	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
17-Dec-21	\$ -	\$ 103,147.72	\$ -	\$ -	\$ -	Audi S5 (Lucas Pleterksi)	
20-Dec-21	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Dec-21	\$ 600.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
29-Dec-21	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
31-Dec-21	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
04-Jan-22	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
13-Jan-22	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
15-Jan-22	\$ -	\$ -	\$ -	\$ 3,900.00	\$ -	Credit Card	
17-Jan-22	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
24-Jan-22	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
24-Jan-22	\$ -	\$ -	\$ 60,000.00	\$ -	\$ -	See Note 1	
25-Jan-22	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
25-Jan-22	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
25-Jan-22	\$ -	\$ -	\$ -	\$ 98,934.28	\$ -	Vacation Home Rental	
25-Jan-22	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00		
27-Jan-22	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
27-Jan-22	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
27-Jan-22	\$ -	\$ -	\$ -	\$ 40,304.06	\$ -	Private Jet	
28-Jan-22	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank

28-Jan-22	\$ -	\$ -	\$ -	\$ 24,722.21	\$ -	Security	
31-Jan-22	\$ 56,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
31-Jan-22	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
31-Jan-22	\$ -	\$ -	\$ 136,000.00	\$ 106.00	\$ -	See Note 1	
02-Feb-22	\$ 42,500.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
02-Feb-22	\$ -	\$ -	\$ -	\$ 42,344.41	\$ -	Private Jet	
17-Feb-22	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Feb-22	\$ 46,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
22-Feb-22	\$ -	\$ -	\$ -	\$ 45,898.89	\$ -	Burlington Home	
24-Feb-22	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
25-Feb-22	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
03-Mar-22	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
03-Mar-22	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
08-Mar-22	\$ 1,713.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
14-Mar-22	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00		
17-Mar-22	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
17-Mar-22	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
21-Mar-22	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
21-Mar-22	\$ -	\$ -	\$ -	\$ 70,006.00	\$ -	Private Jet	
23-Mar-22	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
05-Apr-22	\$ 2,160.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
05-Apr-22	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
25-Apr-22	\$ 800.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
28-Apr-22	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -		ScotiaLine (LOC)
30-Jun-22	\$ 20.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
30-Jun-22	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -		Scotiabank
	\$ 3,107,297.52	\$ 419,801.59	\$ 885,999.71	\$ 1,207,748.97	\$ 312,516.00		
	\$ 3,527,099.11	\$ 2,406,264.68					

Transactions outside of the Bank Statements

Benefit from repaid investment	\$ 58,000.00	\$ -
Cash gifted to Kathy Pleterski	\$ 50,000.00	\$ -
BitCoin paid to Aiden Pleterski	\$ -	\$ 128,748.00
	\$ 3,635,099.11	\$ 2,535,012.68

Note 1: All Payments to Pleterski's Investors and all Payments for Pleterski's Lifestyle as per Pleterski's request and direction.

Appendix “K”

1 Court File No./Estate No.: BK-22-00208581-OT-31

2 Court File No./Estate No.: BK-22-00208582-OT-31

3 ONTARIO

4 SUPERIOR COURT OF JUSTICE

5 (IN BANKRUPTCY AND INSOLVENCY)

6 IN THE MATTER OF THE BANKRUPTCY OF AP PRIVATE
7 EQUITY LIMITED, of the Town of Whitby, in the
8 Province of Ontario

9 AND IN THE MATTER OF THE BANKRUPTCY OF AIDEN
10 PLETERSKI, of the Town of Whitby, in the
11 Province of Ontario

12 -----
13

14 --- This is the Examination for Discovery of
15 MITCHELL LEARNING, taken via Neesons, a Veritext
16 Company's virtual platform, on the 11th day of
17 October, 2022

18 -----
19
20
21
22
23
24

25 Job No. ON5514744

(All via virtual platform)

A P P E A R A N C E S:

Rachel Fielding Esq., for Grant Thornton
Limited, in its
capacity as
trustee in
bankruptcy of the
estates of AP
Private Equity
Limited and Aiden
Pletherski

Mena Bastawrous, Esq., for M. Learning

Also present:

Jesse Cooper,
Rob Stelzer,
Trustees in bankruptcy,
Grant Thornton

Reported by: Leila Heckert, CVR, RCP-M

I N D E X

PAGE

WITNESS: MITCHELL LEARNING

Examination by: Ms. Fielding.....7

The following list of undertakings, advisements
and refusals is meant as a guide only for the
assistance of counsel and no other purpose.

INDEX OF UNDERTAKINGS

The questions/requests undertaken are noted by
U/T and appear on the following page/line:
16/25; 21/6; 24/16; 25/10; 25/14; 30/4; 30/11;
57/7; 57/15; 72/1; 83/13; 92/5; 96/13; 107/22;
108/23.

INDEX OF ADVISEMENTS

The questions/requests taken under advisement
are noted by a U/A and appear on the following
page/line: 19/13

INDEX OF REFUSALS

The questions/requests refused are noted by R/F
and appear on the following page/line: 64/2

INDEX OF EXHIBITS

NO./DESCRIPTION	PAGE
1 Video showing FXChoice statement balance.	35
2 AP Private Equity Limited investment loan agreement, dated April 23rd, 2022.	43
3 AP Private Equity agreement, dated January 24th, 2022.	46
4 AP Private Equity agreement, dated November 21st, 2021.	47
5 AP Private Equity agreement, dated November 29th, 2021.	48
A MARKED FOR IDENTIFICATION - AP Private Equity agreement, dated March 3rd, 2022.	48
B MARKED FOR IDENTIFICATION - AP Private Equity agreement, dated March 14, 2022.	49
6 Picture of FXChoice email confirming FXChoice account deleted.	51

INDEX OF EXHIBITS

NO./DESCRIPTION	PAGE
7 Text conversation in "Noob Tubers" group chat between Mitchell Learning, Aiden Pleterski and others, dated September 18th, 2021.	57
8 Colour photo of Aiden Pleterski wearing several watches and other jewelry.	72
9 Photograph of Aiden Pleterski's Mesa Safe Co. safe in garage.	73
10 CBC article entitled "Luxury cars seized from 23-year-old crypto king," dated September 20th, 2022.	80
11 AP Private Equity agreement, dated October 5th, 2021, and TD Bank draft of \$50,000.	82
12 CIBC bank draft from Monica [REDACTED] dated September 27, 2021.	86

1 -- Upon commencing at 2:07 P.M.

2 REPORTER'S NOTE: Whereupon the
3 following was read to all participants:

4 THE REPORTER: As you all know,
5 because we are using Zoom, we all need to take
6 extra care not to speak over one another.

7 If more than one person is talking, it
8 will cut out the audio for me. You may still be
9 able to hear each other, but as I will have both
10 incoming competing audio channels, one will
11 likely be completely cut out.

12 I will do my best to interrupt only
13 when appropriate, but often people won't
14 remember exactly what they've just said, and it
15 also breaks up your train of thought, so it's
16 best to try to slow down and wait until the
17 other person has finished speaking.

18 Would the witness please identify
19 himself and spell your first and last name?

20 THE WITNESS: Mitchell Learning,
21 M-I-T-C-H-E-L-L, L-E-A-R-N-I-N-G.

22 THE REPORTER: Our witness today is
23 MITCHELL LEARNING. I will now affirm the
24 witness.

25 MITCHELL LEARNING: AFFIRMED.

1 EXAMINATION BY MS. FIELDING:

2 1 Q. Good afternoon, Mitchell. My
3 name is Rachel Fielding and I'm counsel for
4 Grant Thornton bankruptcy in these proceedings.
5 I have with me Mr. Jesse Cooper and Mr. Rob
6 Stelzer for Grant Thornton, they're sitting right
7 across from me. So, sorry, they're not on
8 camera, but they won't be speaking, so we're
9 just letting you know that they are also in the
10 room with me here today.

11 A. Thank you.

12 2 Q. And can you, for the record,
13 state your full name, please?

14 A. Mitchell Learning.

15 3 Q. And can you confirm that you've
16 been affirmed today?

17 A. Yes, I can confirm that I've been
18 affirmed today.

19 4 Q. And has your counsel shared with
20 you your obligations today to confirm that you
21 were to share all information truthfully to the
22 extent of your abilities?

23 A. Yes.

24 5 Q. And your name, Mitchell Learning,
25 is that the only name that you are known by?

1 A. Yes.

2 6 Q. And do you have any middle names?

3 A. Antonio.

4 7 Q. And what's your date of birth,
5 Mitchell?

6 A. [REDACTED]

7 8 Q. And what's your current address?

8 A. [REDACTED]

9 9 Q. And do you live there alone?

10 A. That's my mother's house.

11 10 Q. Apart from your mother, does
12 anyone else live there?

13 A. No.

14 11 Q. And Mitchell, just a little bit
15 about your background. What's your education?

16 A. My education, I took electrical
17 eng technician for two years, and then I did my
18 first year in commerce at -- it was, like,
19 Durham College transfer program.

20 12 Q. And are you still in college now?

21 A. No, I'm not.

22 13 Q. So when did you leave Durham
23 College?

24 A. I believe I finished 2021 was my
25 year.

1 14 Q. And after you left Durham --

2 A. I was -- oh, sorry.

3 15 Q. Sorry. I was just going to ask
4 you, after you left Durham, did you get a job?

5 A. I was actually working a job
6 full-time. I was running my family business.

7 16 Q. And how long have you been
8 running your family business?

9 A. Since 2020 as of April.

10 17 Q. And what's your current role in
11 that business?

12 A. I'm a director as well as, like,
13 sales manager and stuff.

14 18 Q. And what is your family business?

15 A. It's, like, moving and
16 installation as well as we do warehousing, so
17 storage, pallet racking, furniture sales.

18 19 Q. Do you still work there now?

19 A. Yes, I do.

20 20 Q. And other than this job, have you
21 had any other jobs in any other company in the
22 last three years?

23 A. No, not that I can remember.
24 I've been solely working with this company.

25 21 Q. So I'm going to speak to you a

1 little bit about your relationship with Aiden
2 Pleterski, I'm just going to call him Aiden.

3 How did you and Aiden meet?

4 A. Originally, we met in baseball
5 when I was 14 and he was 16.

6 22 Q. And how long did you guys play
7 baseball together?

8 A. We only played for the one
9 season.

10 23 Q. And since you played baseball,
11 were you guys friends? Did you guys hang out?
12 What's been your relationships with him since
13 then?

14 A. Yeah. No, we weren't friends.
15 Essentially, I guess we connected back in, it
16 would have been May, or something like that, in
17 2020.

18 24 Q. In 2020?

19 A. Yeah.

20 25 Q. Are we sure it's May 2020 or
21 August 2021?

22 A. It wasn't 2021, it was 2020.

23 26 Q. And do you recall how you
24 reconnected with him in May 2020, can you give
25 me some --

1 A. Yeah, I reached out, I believe,
2 through Instagram and messaged him.

3 27 Q. And why did you reach out to him?

4 A. He was posting a lot about
5 trading and, like, different cars and stuff like
6 that, so I just essentially reached out to see
7 what he's been up to and what he was doing.

8 28 Q. And then what did he tell you?

9 A. We hopped on a phone call, I
10 believe it was in June of 2020, June or July,
11 and it was just him explaining his whole
12 investment that he was doing, like, trading with
13 forex.

14 29 Q. So in June or July 2020, he was
15 trading on forex. Is that forex.com?

16 A. No. I believe it was Vanguard.
17 I don't remember at that point. I didn't really
18 do any business with him at all at that point.

19 30 Q. And when did you start doing
20 business with him?

21 A. I invested with Aiden as of, I
22 believe, it was the first week of October 2020.

23 31 Q. So let's just go back to
24 Vanguard.

25 So what did he tell you about his use

1 of the Vanguard in June or July, 2020?

2 A. He didn't really tell me much
3 about the brokerage at all. He simply told me
4 that he traded for other people, and you could
5 invest with him, and he would give out certain
6 percentages whatever he made that week.

7 32 Q. And did he ever tell you how he
8 started, so what the history was, like, when
9 he --

10 A. Yeah. He gave me a full
11 background. He said he was investing in crypto
12 markets from the age, I believe, 16, and he did
13 very well, I guess, long in Bitcoin. And then I
14 believe he also said he shorted the S&P 500 on
15 the 400 markets when COVID happened. Just,
16 yeah, a bunch of different -- basically, he's
17 been doing it for, at that point, 5 years.

18 33 Q. And do you know when he started
19 using AP Private Equity? When did that come
20 into play?

21 A. I don't know the exact date.

22 34 Q. Was it after you invested with
23 him in October 2020?

24 A. Yes, it was.

25 35 Q. So your initial investment, when

1 you first met with him was with Aiden
2 personally?

3 A. Aiden Pleterski, yeah.

4 36 Q. And how did you communicate with
5 Aiden generally?

6 A. Like, via, I guess, phone call,
7 text message.

8 37 Q. Was it just -- what about
9 iMessage or Instagram or Whatsapp, Snapchat?

10 A. Yeah. Not really. I don't think
11 I even have him on Snapchat or anything.
12 Instagram, I guess, maybe DMs, but nothing
13 pertaining to any, like, investing with him.

14 38 Q. So solely text message, not
15 iMessage, text messages?

16 A. No, I believe there's iMessages
17 as well.

18 39 Q. And what about Whatsapp?

19 A. Whatsapp, not frequently. There
20 has been a few times that I have used Whatsapp
21 with him, but it wasn't regularly.

22 40 Q. So in June or July, you got on
23 the call with him, and he was telling you about
24 his business.

25 And then you invested with him for the

1 first time October 2020. Is that correct?

2 A. Yes. We had another meeting. It
3 was in August, if I'm not mistaken, and that was
4 with Aiden and Patrick Fetras. They both were
5 doing different investments, I guess, pathways
6 or portals, and they were just telling me about
7 what they were doing.

8 41 Q. And what would they be telling
9 you at that time?

10 A. They were doing forex exchange
11 trading. I guess Patrick's was an auto trading
12 bot that, I guess, you rent off -- it's, like, a
13 software you use, and then Aiden was manual
14 trading, so he trades for you.

15 42 Q. And did Patrick ever, to your
16 knowledge, trade for Aiden or for AP Private
17 Equity?

18 A. Not in my knowledge, no.

19 43 Q. So when Patrick was showing you
20 these investments, those were his own personal
21 investments that he was showing you in August?

22 A. If I'm not mistaken, he was
23 working with somebody else at that time, and I
24 believe they are both separate. I'm pretty
25 positive they are both separate.

1 44 Q. And was Aiden still using
2 Vanguard in August of 2020?

3 A. Right when I was investing with
4 him, he was still -- it was either Vanguard or
5 Vantage, I can't recall the exact name. It was
6 Vanguard or Vantage, one of the two.

7 45 Q. And do you know when Aiden
8 switched from using Vanguard or Vantage?

9 A. I believe it was December 2020.

10 46 Q. And do you know what he switched
11 to?

12 A. He said MyFXChoice.

13 47 Q. And did he ever explain to you
14 why he switched to FXChoice?

15 A. The broker was closing.

16 48 Q. So in August -- October 1st,
17 2020, you invested with him.

18 How much did you invest with Aiden
19 personally?

20 A. Originally, I did \$2500.

21 49 Q. And how did you give him that
22 money?

23 A. That was either e-Transfer or
24 cash. I would have to check.

25 50 Q. And did you invest any other

1 money with Aiden?

2 A. Yes, I did. I'd put in an
3 additional \$50,000 in November.

4 51 Q. Of 2020?

5 A. Yes. And then I also gave an
6 additional -- my total initial was 400,000 with
7 Aiden.

8 52 Q. So since October 2022 to now, you
9 basically you've invested 400,000 with Aiden?

10 A. Personally, yes.

11 53 Q. Did you ever receive funds from
12 Aiden or AP Private Equity?

13 A. Yes, I did.

14 54 Q. And how did you receive those
15 funds?

16 A. Drafts.

17 55 Q. Counsel, I'd like an undertaking
18 for all of Mitchell's bank statements for all of
19 his bank accounts since June 2020 until now.
20 And within that, I would like him, to the best
21 of his knowledge, to identify which transactions
22 represent money going to Aiden or AP Private
23 Equity, and any transaction where he received
24 money from AP or Aiden?

25 U/T MS. BASTAWROUS: We can provide that.

1 What timeline are we looking at?

2 MS. FIELDING: One week.

3 MS. BASTAWROUS: Can you put that
4 together in a week?

5 THE WITNESS: I should be able to.

6 MS. FIELDING: Thank you.

7 MS. BASTAWROUS: I would go for two
8 weeks just because I would have to meet with
9 Mr. Learning prior to submitting it, the
10 undertaking, so --

11 MS. FIELDING: Sure. We can give you
12 the two weeks.

13 MS. BASTAWROUS: Okay. Perfect.
14 Thank you.

15 MS. FIELDING: Although I think the
16 underlying message is as soon as possible.

17 MS. BASTAWROUS: It's more on account
18 of my schedule than his ability to get it
19 quickly. But I can update once I do receive it
20 from him.

21 MS. FIELDING: Sounds good.

22 BY MS. FIELDING:

23 56 Q. And this would be for a -- do you
24 have your own trading accounts, Mitchell, do you
25 trade?

1 A. I don't trade anymore, no. I do
2 FTMO and stuff. I've traded in the past.

3 57 Q. Did you ever do any trading for
4 Aiden?

5 A. Never.

6 58 Q. And, counsel, I'm going to ask
7 for an undertaking for Mitchell to produce his
8 phone, and I will explain why. We would like to
9 image his phone to obtain basically all of the
10 copies of conversations that he had with Aiden
11 either through Whatsapp, iMessage, text message,
12 from now until May 2020.

13 And you can take it under advisement
14 and what we will do is that we will provide you
15 with a protocol for protecting the stuff that we
16 don't want, the private information that we are
17 not interested in. But otherwise, it's going to
18 be an undertaking for screenshots of every
19 single conversation for the last three years,
20 and it's not just Aiden that we will be --

21 A. I don't even know --

22 59 Q. -- seeking --

23 A. -- those.

24 60 Q. -- (inaudible) conversations for.
25 So you may take it under advisement and you can

1 give me the appropriate list and we can -- and a
2 protocol later, but I am asking for the
3 undertaking.

4 MS. BASTAWROUS: I wouldn't be able to
5 provide an undertaking until I know the list of,
6 you know, which individuals you want or even the
7 conversations with. There's no way of assessing
8 my client's expectation of privacy or, you know.

9 MS. FIELDING: First of all, I said
10 you can take it under advisement for now and
11 give me a formal response once we get that to
12 you after.

13 U/A MS. BASTAWROUS: No problem. So you
14 are planning on providing a list of names as
15 well?

16 MS. FIELDING: Yes. For example, we
17 obviously want all conversations with Aiden. We
18 would like to have all conversations with
19 several other people, Dragan Pleterski, Kathy
20 Pleterski, Aiden's brother, other people who are
21 investors, any investors that may have been
22 investing with Aiden through your client. And
23 so the fulsome list of that will be provided
24 after the examinations today as we hope to get a
25 full list of those individuals from your client

1 today.

2 MS. BASTAWROUS: Understood.

3 BY MS. FIELDING:

4 61 Q. So when you started when you met
5 him in May, summer of 2020, who do you know was
6 involved with Aiden and his business?

7 A. Nobody I know of.

8 62 Q. So at that time, it was just
9 Aiden who was trading for himself?

10 A. No. He said he had a pool of
11 investors at that point already.

12 63 Q. And you didn't know any of those
13 people?

14 A. No.

15 64 Q. And do you recall when his
16 company was incorporated?

17 A. No, I don't recall exactly.
18 2021.

19 MS. BASTAWROUS: If you're not
20 entirely sure, I would advise not to answer.

21 THE WITNESS: Okay.

22 BY MS. FIELDING:

23 65 Q. When you gave funds to Aiden, did
24 you sign any agreement with Aiden?

25 A. I did, yes. Not for all of the

1 money given to Aiden.

2 66 Q. Counsel, can we just have
3 undertakings to provide copies of anything that
4 was signed with Aiden or AP Private Equity
5 regarding his investments?

6 U/T MS. BASTAWROUS: I can provide that
7 undertaking, yes.

8 BY MS. FIELDING:

9 67 Q. And what were the terms of your
10 investment?

11 A. It was that my initial was
12 secured or guaranteed and that he had a trading
13 goal of 5 to 10 percent per week.

14 68 Q. And did he ever show you copy of
15 his trading accounts?

16 A. Yeah. Yes, he did.

17 69 Q. And do you remember when you
18 first invested with him how much was in his
19 trading account?

20 A. I believe it was 5.2 million.

21 70 Q. And this is in the Vanguard
22 account?

23 A. Yeah, Vanguard, Vantage, one of
24 the brokerages, yes.

25 71 Q. And then when he switched over to

1 the FXChoice later that year in 2020, did you
2 see a copy of what was in his trading account
3 then?

4 A. I didn't see at that exact time.
5 He had shown me physically with this phone
6 before of, like, if he was up on profits if I
7 were to ever see him. That kind of stuff.

8 72 Q. And after FXChoice, did he switch
9 to a different platform?

10 A. Yes. He said he was having
11 troubles withdrawing funds from FXChoice, so he
12 made the decision to switch to forex.com, a tier
13 1 brokerage.

14 73 Q. And do you know when that was?

15 A. I believe it was March of 2022.

16 74 Q. And did he go to anywhere else
17 after forex?

18 A. Not that I know of.

19 75 Q. Did he ever speak to you about
20 Freebird Direct?

21 A. Yes, he did speak to me about
22 Freebird. I believe his account got declined or
23 denied.

24 76 Q. Do you know when he spoke to you
25 about that, or when he told you the account was

1 denied?

2 A. That was just prior forex.com.

3 77 Q. So that would have been in March
4 of 2022?

5 A. Yes.

6 78 Q. So after you invested, did you
7 get anyone else to invest in Aiden or AP Private
8 Equity?

9 A. Some of my family and stuff
10 invested with him.

11 79 Q. So who in your family invested
12 with Aiden?

13 A. My father invested with Aiden, my
14 mother, my dad's girlfriend, my sister, my
15 cousin, and a few, I guess -- yeah, that's
16 directly from my family.

17 80 Q. Did they give you funds directly
18 give to Aiden? How did they give the funds to
19 Aiden?

20 A. Some of them had given it to me
21 to give to them, and then as well as other
22 people made out drafts to Aiden.

23 81 Q. And did they give the drafts to
24 you to give to Aiden?

25 A. Yes, I believe so.

1 82 Q. And for the people who gave you
2 money to give to Aiden, did they e-Transfer you
3 money which you then transferred to Aiden, or
4 how did that work?

5 A. No. It would have been, like, a
6 bank transfer if they were to transfer it
7 through me, and then if it was a draft made out
8 to Aiden, I would have delivered the draft to
9 Aiden.

10 83 Q. Counsel, under that undertaking
11 with respect to bank drafts, to the best extent
12 possible, can your client please identify which
13 funds came from other people that were
14 transferred to him, and then were also
15 transferred to Aiden?

16 U/T MS. BASTAWROUS: Absolutely. I
17 believe he's already working on compiling that
18 spreadsheet for you guys.

19 MS. FIELDING: Perfect.

20 BY MS. FIELDING:

21 84 Q. Other than your family, did
22 anyone else invest with Pleterski through you?

23 A. I had friends and stuff like that
24 yes, and I guess -- yeah.

25 85 Q. Were they, like your family, some

1 of them gave you money directly to send to Aiden
2 and some people gave Aiden money directly
3 themselves?

4 A. A couple of people, like, I
5 believe it was three, three or four people.

6 86 Q. Counsel, can I have a list of all
7 the people - and I know you said your client is
8 working on it - of all the people who invested
9 with Aiden through your client.

10 U/T MS. BASTAWROUS: Yes.

11 BY MS. FIELDING:

12 87 Q. And to the best extent possible,
13 how much they may have invested?

14 U/T MS. BASTAWROUS: Yes, to the best of
15 his ability to provide information, absolutely.

16 BY MS. FIELDING:

17 88 Q. And so when you invested with
18 Aiden, did Aiden ever send you statements of
19 your investment?

20 A. He provided me with a video of
21 FXChoice, and another statement was shared to me
22 from Patrick Fetras.

23 89 Q. What did the video show?

24 A. That was of FXChoice where it
25 showed 311 million, or 311,300,000, that was the

1 40538 account.

2 90 Q. And you said there was a
3 statement from Patrick Fetras?

4 A. Yes, Patrick passed it that along
5 to me after he received it, I guess, from Aiden.

6 91 Q. But I also meant, did he send you
7 updates of how much your investment was worth
8 this week?

9 A. Yeah, he sent out percentages.
10 It was really just a singular text message with
11 a percentage.

12 92 Q. And did you send those -- did you
13 forward those text messages to the people who
14 invested through you or did Aiden message --

15 A. Originally, Aiden was messaging
16 them all directly. And then he was very, I
17 guess, tardy with sharing the percentages to
18 everyone, so I would send them out if anybody
19 asked me for the percentage.

20 93 Q. Did you ever withdraw any funds
21 from your investments with Aiden?

22 A. Yes, I did.

23 94 Q. Roughly how much did you
24 withdraw?

25 A. I withdrew about \$1 million.

1 95 Q. Do you know roughly how much you
2 were owed in your investments with Aiden?

3 A. Owed?

4 96 Q. Like, you invested 400,000 and --

5 A. My account was 15 million.

6 97 Q. And do you know how Aiden did his
7 accounting? How did he keep track of who
8 invested what, and who had earned what? Do you
9 have any idea?

10 A. Essentially, it was supposed to
11 be a pooled investment so everybody's money was
12 being invested into the markets at the same time
13 so, therefore, every percentage should be the
14 same. It wasn't segregated accounts.

15 98 Q. Right. But did he have a
16 spreadsheet or an accounting of, for example,
17 you invested 400,000, your dad invested 100,000.
18 Did he have a --

19 A. I would assume he had it on his
20 computer because, I believe, every person kept
21 track of their own as well. So it would make
22 sense for him to do that.

23 99 Q. But you don't know for sure if he
24 did that?

25 A. No, no. Sometimes I would send

1 him, like, my account balance and asked him if
2 it confirms with his numbers, and he would
3 acknowledge yes, or no, or this is how much I
4 had off.

5 100 Q. And you mentioned his computer.
6 Did you ever see Aiden doing any
7 trading on his computer?

8 A. No trading on his computer, on
9 his phone.

10 101 Q. Only on his phone?

11 A. Yes.

12 102 Q. And do you know what type of
13 phone it was?

14 A. An iPhone.

15 103 Q. And do you know what colour?

16 A. No. Black maybe. I'm not sure.
17 I'm not sure.

18 MS. BASTAWROUS: I would ask my client
19 not to speculate if you're not sure.

20 THE WITNESS: Yeah, I'm not sure.

21 BY MS. FIELDING:

22 104 Q. So let's talk a little bit about
23 AP Equity.

24 Did you have a role in AP Equity?

25 A. No. No role.

1 105 Q. You weren't to persuade people to
2 invest in -- with Aiden?

3 A. No.

4 106 Q. Did you ever receive any
5 compensation from either Aiden or AP as a result
6 of bringing in investors?

7 A. No, I didn't.

8 107 Q. So when people brought you funds
9 for Aiden, you said some of it was given to you
10 and you sent it by e-Transfer to Aiden.

11 A. Yep.

12 108 Q. But some of it was done by way of
13 bank draft. Is that correct?

14 A. Bank draft was most of the time.
15 Very rarely e-Transfer. I don't believe any
16 e-Transfer to be honest.

17 109 Q. And did you give the bank drafts
18 directly to Aiden?

19 A. I have given them to Aiden, as
20 well as I have delivered them to Dragan
21 Pleterski.

22 110 Q. Roughly, do you know how many
23 bank drafts you gave to Dragan?

24 A. I don't know. I could look
25 through my notes if anything.

1 111 Q. Sure. That would be great.

2 Counsel, can I get an undertaking for him to
3 look through his notes?

4 U/T MS. BASTAWROUS: Yes.

5 BY MS. FIELDING:

6 112 Q. And roughly when those bank
7 drafts would have been delivered if he can --

8 A. Yeah, okay. I'd have to look
9 through again as well.

10 MS. FIELDING: That's best efforts.

11 U/T MS. BASTAWROUS: We'll undertake to do
12 his best to locate that information and provide
13 it, yes.

14 BY MS. FIELDING:

15 113 Q. Do you know if Dragan ever
16 deposited or cashed those bank drafts for Aiden?

17 A. Yes, I believe he did.

18 114 Q. And do you know if Dragan ever
19 had a shared account with Aiden?

20 A. Yes, I believe he did. Yes, I
21 know he did.

22 115 Q. Like, account where he had the
23 same name, like, both Dragan Pleterski's and
24 Aiden Pleterski's on the account?

25 A. I didn't have access to the

1 accounts. But I believe it was his Scotia Bank
2 account.

3 116 Q. And you know for certain that
4 Dragan had some access to that account?

5 A. 100 percent.

6 117 Q. And how did you know that he had
7 access to that account?

8 A. I've been told from other people
9 that he's made out drafts or sent money to other
10 people.

11 118 Q. On Aiden's behalf?

12 A. Yes.

13 119 Q. Did Dragan ever drop off money
14 for Aiden from his account? Like, withdraw
15 money from Aiden's account and drop off money to
16 Aiden that you are aware of?

17 A. Not that I know of.

18 120 Q. So apart from his account with
19 FXChoice, Vanguard or Vantage, forex.com, do you
20 know where else Aiden may have had bank
21 accounts?

22 A. I remember him speaking about
23 Mauritius a long time ago.

24 121 Q. Specifically that he had a bank
25 account on Mauritius?

1 A. I don't remember exactly. It was
2 a holdings company if I'm not mistaken.

3 122 Q. Do you remember the name of the
4 holdings company?

5 A. No. He never told me any of
6 that. He just said he had a holdings company in
7 Mauritius for tax purposes or something.

8 123 Q. Do you know if Aiden ever had a
9 tax lawyer or somebody who would file any of his
10 corporate records for AP?

11 A. Yeah. I have no clue.

12 124 Q. What about Bahamas? Did he ever
13 mention any accounts in Bahamas?

14 A. I believe he had an account open
15 down in Bahamas.

16 125 Q. Do you by any chance remember
17 where in Bahamas it would have been opened?

18 A. I'm not sure. I wasn't privy to
19 that.

20 126 Q. So how did you hear about the
21 account in Bahamas?

22 A. It came up in conversation.
23 Somebody would have said it.

24 127 Q. What about Delaware?

25 A. I haven't heard Delaware. I

1 believe the last meeting with Grant Thornton
2 somebody said something about Delaware, but not
3 something I've heard beforehand.

4 128 Q. So what accounts in Canada do you
5 know about?

6 A. Scotia Bank, RBC, Bank of
7 Montréal, Ukrainian Credit Union.

8 129 Q. Apart from those here, and the
9 possible one in Bahamas, and the possible
10 holdings company in Mauritius, have you heard of
11 any other bank accounts in any other country or
12 city?

13 A. No.

14 130 Q. Let's talk about Aiden's
15 computer. We spoke about how he only traded on
16 his phone.

17 What computer does -- do you know what
18 happened to Aiden's computer?

19 A. I believe he had two computers.
20 One at his rental in [REDACTED] and that was -- it
21 was a gaming computer. I'm not too familiar
22 with brands and stuff, but it was a gaming
23 computer. And he also had one at his Burlington
24 rental or home.

25 131 Q. What happened to the [REDACTED]

1 computer?

2 A. It was stolen from what I've
3 heard.

4 132 Q. Do you know who stole it?

5 A. Colin Murphy.

6 133 Q. And what about the Burlington
7 computer?

8 A. It was an ASUS gaming computer or
9 some type of gaming computer as well. And the
10 last time I had seen Aiden, it was at his house
11 in Burlington.

12 134 Q. When was the last time you saw
13 Aiden?

14 A. June 13th.

15 135 Q. 2022?

16 A. Yes.

17 136 Q. So I'm just going to share a
18 video with you. Give me a second.

19 (Video playing.)

20 THE WITNESS: I took that video. No.
21 Sorry, I didn't take the video. I received that
22 video from Aiden.

23 BY MS. FIELDING:

24 137 Q. So is this the video that you
25 were talking about when you saw the statement in

1 the FXChoice account?

2 A. Yes, it was.

3 138 Q. And when did you receive this
4 video from Aiden?

5 A. May 20th, 2022.

6 139 Q. Leila, can we add this as
7 Exhibit 1 to the -- it is the video from Aiden
8 Pleterski showing the Forex Choice statement --
9 FXChoice statement balance.

10 EXHIBIT NO. 1: Video showing FXChoice
11 statement balance.

12 BY MS. FIELDING:

13 140 Q. Did you ever try to hack into
14 Aiden's computer Pleterski?

15 A. I don't know if you would say
16 "hack." I gained access from Mya Trentadue.

17 141 Q. And Mya is Aiden's girlfriend?

18 A. Ex.

19 142 Q. Ex-girlfriend.

20 And what did you find -- why did you
21 try and get access to his computer?

22 A. He basically -- his story wasn't
23 really making sense to me. That was on June
24 13th that I went on his computer. And he said
25 he was having issues with the brokerage for a

1 duration of time. So I wanted to, I guess, get
2 to the bottom of it all. So I asked Mya if she
3 could log into the computer.

4 143 Q. And Mya had log-in access to this
5 computer?

6 A. It was -- yeah, the password was
7 1998. She put the password in.

8 144 Q. And so let's back this up a bit.
9 You are saying this story wasn't making sense.

10 What story are you talking about?

11 A. His brokerage delays with how
12 long it was taking and the issues that -- it
13 didn't seem like the effort was being put in to
14 fix it as much as he should have.

15 145 Q. And when was this? Was this June
16 2022 or June 2021?

17 A. June 2022.

18 146 Q. So in June 2022, he told me that
19 he was having delays with this brokerage, he
20 couldn't access his account. Is that correct?

21 A. Prior to that, he was having
22 delays with withdrawing funds from the
23 brokerage. And essentially that is why he said
24 he was going to create this forex.com account at
25 the same time, because they were a more

1 regulated brokerage.

2 And I guess fast-forward to June, I
3 had a friend that was able to get the funds out
4 of FXChoice. They needed the login details from
5 Aiden, and that was June 7th, and a few days
6 later, Aiden told me he didn't have access to
7 his account, and that somebody must have hacked
8 it.

9 And basically, he was trying to get it
10 all fixed, but it didn't seem like it was
11 priority, so it kind of alarmed me, I guess. So
12 that's when I went on his computer.

13 147 Q. So when you went on his computer,
14 what did you find?

15 A. I saw an email. So I went to
16 FXChoice, and Aiden had said that the email was
17 switched. Somebody, like, hacked his account
18 and switched the email on it. And when I went
19 to FXChoice right when Mya logged on, I went to
20 FXChoice and it auto-filled with the email that
21 he said he didn't have access to and the
22 password, so I clicked enter, and it brought it
23 to -- it went through, but it went to 2FA, so
24 two factor authenticator. So it must have sent
25 a code to his phone, and then I went to his

1 [REDACTED] accounts, on one of the emails that were
2 in the [REDACTED] account, [REDACTED]
3 was logged in.

4 148 Q. So it was logged in and?

5 A. And I clicked it, and I clicked
6 an email with FXChoice, one of the more -- most
7 recent, I believe it was the most recent email
8 from FXChoice. And it said Aiden Alojz
9 PleTERSki, it was June 7th was the email
10 timestamp and was Aiden Alojz PleTERSki just
11 confirming you have successfully deleted the
12 account [REDACTED].

13 149 Q. Did you ever confront Aiden with
14 that?

15 A. That day, yes.

16 150 Q. What did Aiden say?

17 A. He wasn't home at the time when
18 we found out everything. So I mean, I was very
19 upset and angry, and yeah, then I called his
20 father. And essentially I lashed out and said
21 that your son scammed everybody and that that
22 account that were supposed to have 300 million
23 has nothing because he deleted it.

24 And then I called Aiden and he said we
25 would talk about it when he got to the house.

1 And at the time Tyson and Mason, I called them
2 as well to come up. Tyson Heyes and Mason
3 Doucette, and I went to the backyard when Aiden
4 got there, and we started -- he started
5 explaining to us this story that he lost
6 (inaudible) between September and November.

7 (Reporter seeks clarification.)

8 THE WITNESS: The trading account.

9 BY MS. FIELDING:

10 151 Q. He lost the trading account
11 between September and November?

12 A. 2021. It was the week after his
13 birthday when he fully lost it. And that
14 trading was going downhill, and, yeah, that was
15 essentially the gist of everything. I was
16 pretty flustered and angry.

17 152 Q. So when you say he lost the
18 account, do you mean that he lost access to his
19 trading account between --

20 A. He said -- trading losses.

21 153 Q. Trading losses, okay. And did he
22 ever say that in the fall of 2021 he had lost
23 just the profits, or did he lose more --

24 A. No. I believe he said the
25 account at that point was 46 million, something

1 around there, in the 40 million range, and he
2 lost it all.

3 154 Q. Since fall 2021, he lost it all.

4 A. That's what he said, yes.

5 155 Q. And prior to fall 2021 before he
6 lost money, do you know what the account was
7 before?

8 A. No. Not any true number, no.

9 156 Q. So do you know, so he lost money
10 in the fall of 2021.

11 Do you know if he kept on trading
12 after that in 2022?

13 A. As of -- throughout the 2022, I
14 was still under the impression that that was
15 trading happening and he had never made a
16 trading loss that blew the money. So he had
17 said he was trading all the way up until that
18 computer...

19 157 Q. So he told you in June that he
20 lost money in the fall of 2021, right?

21 A. Yeah.

22 158 Q. Did he say what his plan was to
23 try and recoup the losses? Was he going to try
24 to trade more and make that money back or did he
25 just --

1 A. Yeah, he said that was his plan.
2 But I don't know if he ever was trading after
3 that point at all.

4 159 Q. So we know basically the fall of
5 2021, he had about 40 million in that account
6 and we are not sure if he traded it after that
7 and lost it until June 2022, or the money went
8 somewhere else?

9 A. And, yeah, he said -- like,
10 again, this was the story he was telling us, so
11 I don't know if those are factual numbers or
12 figures.

13 160 Q. But that's your understanding?

14 A. Yes, he said actually that the
15 40-mil once was lost. It wasn't in the account
16 ██████████ It was another account and he deleted
17 that account.

18 161 Q. So he had two accounts then with
19 FXChoice?

20 A. He must have, I guess. I'm
21 assuming -- oh, sorry.

22 162 Q. No. Continue. Sorry?

23 A. I was going to say, I guess that
24 ██████████ account, essentially what he told us was
25 that was created after the fact.

1 163 Q. So did he tell you he transferred
2 money from the previous account into that 42 --
3 no?

4 A. No, he told me he lost that
5 money.

6 164 Q. What do you believe happened to
7 the money, Mitchell?

8 A. Hard for me to say, I guess.
9 It's speculative. So I mean, I would have loved
10 to have thought that he was trading and trading
11 losses, I guess. But I have no clue at this
12 point in time. It's all up in the air to me. I
13 mean, I have a pretty good hunch that he was
14 scamming people. I don't know from when.

15 165 Q. Can you see my screen?

16 A. Yep.

17 166 Q. Do you recognize this document?

18 A. Yes, I've seen this document
19 before.

20 167 Q. Is this your signature?

21 A. That is my signature, yes.

22 168 Q. So Leila, can we attach as
23 Exhibit Number 2, AP Private Equity Limited
24 investment loan agreement, dated April 23rd,
25 2022.

1 EXHIBIT NO. 2: AP Private Equity
2 Limited investment loan agreement,
3 dated April 23rd, 2022.

4 MS. BASTAWROUS: Noted. Thank you.

5 BY MS. FIELDING:

6 169 Q. So you signed for AP Private
7 Equity --

8 A. Yeah. I believe I've -- yeah. I
9 guess I did sign for this one.

10 170 Q. Why did you sign for --

11 A. I received the draft, if I'm not
12 mistaken, for Sebastian.

13 171 Q. How did you get this document?

14 A. That document was created from
15 Aiden or from -- yeah, I believe was Aiden.

16 172 Q. So Aiden created this and sent
17 this to you. You printed it out, filled it
18 out --

19 A. No. I --

20 173 Q. -- and signed --

21 A. -- I got given the printable
22 copies of those.

23 174 Q. You got given printable copies?

24 A. Yes.

25 175 Q. And then so you fill it out with

1 the investor, and you signed on behalf of AP
2 Private Equity. Is that correct?

3 A. Yes.

4 MS. BASTAWROUS: Is that your writing
5 at the top?

6 THE WITNESS: Where?

7 MS. BASTAWROUS: So that's --

8 THE WITNESS: No. That's not my name,
9 not my writing.

10 MS. BASTAWROUS: Just make sure the
11 record reflects my client didn't write the name
12 of the beneficiary on the form. That would have
13 been the investor.

14 BY MS. FIELDING:

15 176 Q. Mitchell, would the investor have
16 filled that out himself?

17 A. Yes.

18 177 Q. Can you see my screen, Mitchell?

19 A. Um-hmm.

20 178 Q. Do you recognize this document?

21 A. Yes, I've seen this document.

22 179 Q. This is another AP Private Equity
23 agreement.

24 Is this your signature at the bottom
25 here?

1 A. Yes, that's my signature. That
2 was for a -- I guess, that was just to show the
3 same thing - Rob sent money to Aiden.

4 180 Q. And do you know why the Private
5 Equity agreement is different in this version
6 than the other one?

7 A. No. It got switched up. I
8 was -- I guess they thought it was
9 unprofessional or something. I'm not sure.

10 181 Q. So when you said you were given
11 printable copies, were you given a printable
12 copy of this as well? Like --

13 A. Yeah.

14 182 Q. -- printed copies?

15 A. And I believe I had an online
16 version of that one as well he sent me before.

17 183 Q. So you had a blank version of
18 this, but not of the other one?

19 A. Yeah. I don't believe I had the
20 online version of the other one.

21 MS. BASTAWROUS: He didn't say
22 "blank." He said online.

23 BY MS. FIELDING:

24 184 Q. Were the online --

25 MS. BASTAWROUS: (Inaudible) --

1 Electronic version.

2 BY MS. FIELDING:

3 185 Q. Was the online version you have
4 blank to be filled in with these spaces here?

5 A. Yes. I didn't fill out the Rob
6 Silipo or any of them.

7 186 Q. Yes. Thank you. Leila, can we
8 mark this Exhibit Number 3, please, AP Private
9 Equity agreement, dated January 24th, 2022.

10 EXHIBIT NO. 3: AP Private Equity
11 agreement, dated January 24th, 2022.

12 BY MS. FIELDING:

13 187 Q. Mitchell, do you see my screen?

14 A. Um-hmm.

15 188 Q. Do you recognize this document?

16 A. Yes, I do recognize the document.

17 189 Q. Is that your signature here?

18 A. Yes, that's my signature.

19 190 Q. And I notice in this one, you're
20 signing as yourself, "Mitchell Learning"?

21 A. The other one, I believe, was
22 Mitchell Learning as well --

23 191 Q. Yes.

24 A. -- on the Silipo one, yes.

25 192 Q. Do you know why you are

1 personally signing for -- on the AP Private
2 Equity agreement, your name was now on --

3 A. Because that --

4 193 Q. -- them?

5 A. Because I receive the funds for
6 Aiden, so it was to acknowledge that those funds
7 did get to Aiden, or AP Private Equity. My
8 apologies.

9 194 Q. Leila, can we make this Exhibit
10 Number -- I think we're on 5.

11 THE REPORTER: Four.

12 MS. FIELDING: Four, AP Private Equity
13 agreement, dated November 21st, 2021.

14 EXHIBIT NO. 4: AP Private Equity
15 agreement, dated November 21st, 2021.

16 BY MS. FIELDING:

17 195 Q. Mitchell, do you see there
18 screen?

19 A. Yes, I do.

20 196 Q. Do you recognize this document?

21 A. Yes.

22 197 Q. Is that your signature there?

23 A. Yes, that's mine.

24 198 Q. Can we mark this as Exhibit
25 Number 5, AP Private Equity agreement, dated

1 November 29th, 2021.

2 EXHIBIT NO. 5: AP Private Equity
3 agreement, dated November 29th, 2021.

4 BY MS. FIELDING:

5 199 Q. And again, you said that you
6 signed "Mitchell Learning" because you received
7 the funds for AP Private Equity. Is that fair,
8 Mitchell?

9 A. So the drafts were made out in
10 Aiden or whatever. But, yes, I'm acknowledging
11 that I received the funds for Aiden.

12 200 Q. Do you see this one?

13 A. Yes.

14 201 Q. And is that your --

15 A. That's not my signature, no.

16 202 Q. Do you have any idea who this
17 signature might be?

18 A. It looks like an "A" at the front
19 of that, so I'm assuming Aiden Pleterski.

20 203 Q. Leila, can we mark this as
21 Exhibit A please, AP Private Equity agreement
22 dated, March 3rd, 2022.

23 EXHIBIT NO. A: MARKED FOR
24 IDENTIFICATION - AP Private Equity
25 agreement, dated March 3rd, 2022.

1 BY MS. FIELDING:

2 204 Q. And what about this one Mitchell,
3 do you recognize this one at all?

4 A. No. Ronald Shute. That's not my
5 signature.

6 205 Q. You have any idea who that might
7 be?

8 A. I'm assuming Aiden Pleterski.

9 206 Q. Leila, can we mark this as
10 Exhibit B, AP Private Equity agreement, dated
11 March 14, 2022.

12 EXHIBIT NO. B: MARKED FOR
13 IDENTIFICATION - AP Private Equity
14 agreement, dated March 14, 2022.

15 BY MS. FIELDING:

16 207 Q. So you said initially that Aiden
17 had originally given you the story how he was
18 having issues getting funds out of FXChoice. Is
19 that correct?

20 A. Yes.

21 208 Q. And do you know when the delays
22 in getting paid started happening?

23 A. It would have been roughly around
24 Christmastime, 2021. It started delays, so it
25 wasn't -- you could get your money within, I

1 guess, a week or two weeks. It started to
2 stretch out, two weeks to four weeks. Then it
3 kept going, and then the delays grew longer.

4 209 Q. And were other investors
5 messaging you asking you what's happening with
6 the money as well?

7 A. A lot of people were messaging me
8 asking me if I've heard anything from him or
9 that they can't get a hold of him.

10 210 Q. So you mentioned earlier that you
11 had a picture of the account being FXChoice
12 account being deleted.

13 Is this the picture you are referring
14 to?

15 A. Yes, that's the picture.

16 211 Q. So this is the picture of the
17 email that you took from FXChoice confirming
18 that the account had been deleted?

19 A. That was the email,
20 [REDACTED] when we accessed it on
21 June 30th, yes.

22 212 Q. Leila, can we mark this as
23 Exhibit Number 6, I believe, and it is a picture
24 of FXChoice email confirming that the FXChoice
25 account has been deleted.

1 EXHIBIT NO. 6: Picture of FXChoice
2 email confirming FXChoice account
3 deleted.

4 BY MS. FIELDING:

5 213 Q. So Aiden had lost money in around
6 fall of 2021.

7 And to your knowledge, he kept
8 investing after December 2021. Is that correct?

9 A. I have no clue. Like I said, up
10 to the time of June 2022, I was under the
11 impression that he was investing our money
12 regularly.

13 214 Q. Right. Do you know if Aiden
14 still continued to get money from investors in
15 2022?

16 A. Yes, he did.

17 215 Q. Do you know, did he get money
18 from any of the people who invested with you
19 like, through you?

20 A. Did he receive funds from those
21 people?

22 216 Q. Yes.

23 A. I believe somewhere in 2020, yes.

24 MS. BASTAWROUS: Was there a specific
25 time in 2022 you'd refer to, Ms. Fielding?

1 BY MS. FIELDING:

2 217 Q. January to -- basically January
3 until June 2022.

4 MS. BASTAWROUS: Got it. Thank you.

5 THE WITNESS: Yes, he was taking --

6 BY MS. FIELDING:

7 218 Q. Actually, make that January to
8 August 2022.

9 A. Fair enough.

10 219 Q. And was Aiden at time pushing for
11 more investors or more for capital to try and
12 invest more?

13 A. He started to note that, I guess,
14 towards March of 2022 to build up his new
15 account with forex.com.

16 220 Q. What do you mean by "build up"?
17 Did he come to you and say, Hey, I need more --

18 A. No.

19 221 Q. -- investment --

20 A. No. He kind of spoke about that
21 he wanted to build that account up, and he was
22 reducing percentages for, like, all new
23 investors.

24 222 Q. Did you ask him why he was
25 reducing percentages at the time?

1 A. Yeah. He said it was because
2 those numbers were so high, like, it's not smart
3 on his end, I guess, he can keep more of the
4 percentage overhead.

5 223 Q. Did that story make sense to you
6 at the time?

7 A. It made sense to not give the
8 same returns that he was giving out, in my
9 opinion, because if he was to make, let's say,
10 30 percent or 40 percent a month, I don't know
11 why you would offer 30 to 40 percent a month
12 just in respect to bank roll and stuff.

13 224 Q. I'm going to talk a little bit
14 more about Aiden's parents and what you know of
15 Aiden's parents' involvement.

16 Did you know Dragan Pleterski or Kathy
17 PleTERSki?

18 A. Kathy worked at my high school,
19 so I knew, like, her if I ever was, like, you
20 know, through the office or whatever, I would
21 say hello if I ever saw her. Dragan I didn't
22 really know.

23 225 Q. And we spoke a little bit about
24 this earlier, but I would like to go back to it.

25 So what role do you know that Dragan

1 played in Aiden's business?

2 A. I believe if Aiden wasn't
3 available to go to the banks, then Dragan would
4 deposit the drafts or make drafts out for Aiden.

5 226 Q. And when you say "make draft out
6 for Aiden", those would be payments to investors
7 like, withdrawals on their investments?

8 A. Yes, from what I know of.

9 227 Q. Do you know if Dragan made trades
10 for Aiden or on his behalf?

11 A. No, not that I know of.

12 228 Q. Did Dragan or Kathy ever do any
13 bookkeeping or accounting for Aiden that you
14 know of?

15 A. Not that I know of.

16 229 Q. I want to talk a little bit about
17 the gifts that Aiden gave to Dragan.

18 A. Okay.

19 230 Q. Do you know of any gifts that
20 Aiden gave to his father?

21 A. A Bentley Bentayga.

22 231 Q. How did you find out about that?

23 A. Somebody told me that he was
24 giving his dad a Bentley Bentayga.

25 232 Q. Was there ever a video of --

1 A. I believe there was a video, yes.
2 I didn't have the video. But I believe Aiden
3 said he had the video in a group chat or
4 something.

5 233 Q. What about any pictures? Was
6 there anything on social media regarding that?

7 A. I think there was a post a while
8 back on Instagram if I'm not mistaken where he
9 was, like, him and his two parents with both
10 vehicles that he purchased for them.

11 234 Q. Do you have a copy of that post?

12 A. No, I don't have it.

13 MS. BASTAWROUS: Counsel, I can advise
14 that my client did provide me with a screenshot
15 of group conversation, a group chat where
16 reference was made to a video depicting the
17 father and mother receiving the vehicles --

18 THE WITNESS: He said he had a video
19 of them.

20 MS. BASTAWROUS: And, yes. A friend
21 had asked him in the video or in the --

22 MS. FIELDING: Is it this
23 conversation, counsel?

24 THE WITNESS: Yes.

25 MS. BASTAWROUS: Yes. Okay. You

1 already have it. Perfect.

2 BY MS. FIELDING:

3 235 Q. Mitchell, can you identify this
4 for me, please?

5 A. Sure. I messaged in the group
6 chat saying:

7 "Did you get a vid of you giving
8 your dad the car?

9 "Yes, I got a vid of my dad and
10 my mum getting hers.

11 "That's dope. Were they stoked?

12 "Dude, yes. I'll show you the
13 video when I see you.

14 "Okay, okay."

15 And then Jake Polenz:

16 "Glad they liked them."

17 Then Mya says:

18 "How's my boy doing?"

19 I said:

20 "I'm good. Thanks for asking."

21 236 Q. So the title of this group chat
22 is "Noob Tubers." Do you see that at the top?

23 A. Yes, yes.

24 237 Q. Do you know who are the members
25 of Noob Tubers?

1 A. Yes, it was Mya, Patricia, Tyson
2 Heyes, Mason Doucette, Jake Polenz, Aiden, and I
3 think that's it. I'll have to...

4 238 Q. Counsel, you can give us the
5 undertaking for your client to check and give us
6 a full list of who is part of Noob Tubers?

7 U/T MS. BASTAWROUS: We can undertake to
8 do that.

9 BY MS. FIELDING:

10 239 Q. And I know we've asked for all
11 text messages or conversations. This will form
12 part of it, but also to see if there was a video
13 that was sent as part of this chart you could
14 probably check -- pictures sent --

15 U/T A. I believe we -- I looked for a
16 video of the cars. But there was no video on
17 their group chat. I will check again if you
18 would like.

19 240 Q. That would be great. Thank you.
20 Leila, can we mark this as Exhibit 7 and it
21 would be text conversation between Mitchell
22 Learning and other -- Aiden Pleterski and other
23 individuals regarding -- dated September 18th,
24 2021.

25 EXHIBIT NO. 7: Text conversation in

1 "Noob Tubers" group chat between
2 Mitchell Learning, Aiden Pleterski and
3 others, dated September 18th, 2021.

4 BY MS. FIELDING:

5 241 Q. So he gave his dad the Bentley.
6 And there was a video.

7 Did he give his dad anything else to
8 your knowledge?

9 A. Not to my knowledge.

10 242 Q. What about money for a Porsche?

11 A. That would make sense, I guess.
12 Not that I know of, though.

13 243 Q. Why do you say it "would make
14 sense"?

15 A. I just didn't think that -- I
16 don't know if his dad could afford the Porsche
17 for his mother. I'm not sure --

18 244 Q. Your understanding is that his
19 father gave his mum a Porsche. Is that what you
20 understand?

21 A. Yes. For their anniversary if
22 I'm not mistaken.

23 245 Q. And what about an e-tron, an Audi
24 e-tron? Did --

25 A. That was a gift from Aiden to his

1 mother.

2 246 Q. And did he give anything else to
3 his mother?

4 A. I believe someone had told me
5 he's given her a Rolex, and there was, I
6 believe -- someone also told me, I believe,
7 there was a video of that. But Aiden gave his
8 mother 50,000 cash in the Audi e-tron.

9 247 Q. What about money to pay their
10 mortgage?

11 A. Not that I know of.

12 248 Q. Do you know about any money or
13 gifts that Aiden may have given to his brother?

14 A. An Audi S5 for his older brother
15 Lucas.

16 249 Q. Anything else?

17 A. I believe that they purchased a
18 house in Indiana for his brother.

19 250 Q. Can you give me little bit more
20 detail about that? What do you know of that
21 purchase?

22 A. Essentially, I heard that Aiden
23 owns a property in Indiana, and his brother got
24 to keep the rent, I guess, because, I guess,
25 Aiden purchased it, paid off.

1 251 Q. And do you know if this property
2 is in Aiden's name?

3 A. No. No clue. In Fort Wayne I
4 believe the property was in.

5 252 Q. Do you know if Aiden owns any
6 other property anywhere else?

7 A. Ajax, he owned a building with
8 Colin Murphy.

9 253 Q. Do you know any details about
10 that?

11 A. I believe that they had to put
12 500,000 down, and I think they had to pay some
13 sort of an amount a year later.

14 254 Q. Do you know what the purpose of
15 the building was?

16 A. I don't even know if there was a
17 purpose.

18 255 Q. Anything else?

19 A. His house in Burlington.

20 256 Q. Let's talk about the Burlington
21 house.

22 What do you know about Aiden
23 purchasing that property?

24 A. From what I -- I found out a few
25 months after he had already moved into that

1 property. But I was told that he, I guess, had
2 a VTB with the owners, Sunray Group, if I'm not
3 mistaken. And he had to put 7 percent down.

4 257 Q. Do know what the total purchase
5 price was?

6 A. He told me 8 point -- it was
7 8.6 million I believe.

8 258 Q. So he had to put 7 percent down
9 of 8.6. Is that correct?

10 A. Yes.

11 259 Q. And do you know how much he
12 put -- the initial terms of the VTB was?

13 A. I never saw a contract or
14 anything.

15 260 Q. Did Aiden tell you anything about
16 it?

17 A. He told me that they -- I guess
18 he had to pay 45,000 a month, and that they
19 would carry the mortgage until he was able to
20 get a mortgage from the banks.

21 261 Q. So from your understanding, Aiden
22 had purchased the property for 8.6 million. He
23 put 7 percent down. The mortgage was going to
24 be in Sunray Group's name and he was paid
25 \$45,000 a month which would essentially cover

1 the mortgage that Sunray was paying. Does that
2 sound --

3 A. I don't know if that was a
4 mortgage they were paying, but it was 45,000 a
5 month is what he was paying for the home.

6 262 Q. And you're saying he was paying
7 the money because he couldn't get a mortgage yet
8 for the property. Is that right?

9 A. Yes, I believe so.

10 263 Q. Do you know roughly when he moved
11 into Burlington?

12 A. I think it was February --
13 January or February 2021 from what I heard. I
14 believe I found out in, like -- I don't even
15 know the date that I found out. It was after he
16 had already moved in.

17 MR. STELZER: Sorry. It's Rob Stelzer
18 speaking. Mitchell, I just want to clarify
19 something you said.

20 THE WITNESS: Yeah.

21 MR. STELZER: Did you say that it was
22 your understanding that he had a mortgage with
23 the Guptas until he was able to get a mortgage
24 with the bank?

25 THE WITNESS: Yes, I believe, from

1 what he told me, that they -- it was, like,
2 maybe a three-year mortgage or something and
3 then it would extend if he wanted to extend it,
4 I believe he had an interest rate associated
5 with that. I think he said 4 point something.
6 I don't know the exact number.

7 MR. STELZER: Okay, thank you.

8 BY MS. FIELDING:

9 264 Q. Let's go back to Dragan and
10 Kathy.

11 Have you had any contact with them
12 since Aiden was declared bankrupt?

13 A. No.

14 265 Q. Has Dragan threatened you in any
15 manner as result of your cooperation with a
16 trustee?

17 A. No, not that I know of.

18 266 Q. Has Aiden threatened you in any
19 way?

20 A. No.

21 267 Q. Has anyone else threatened you?

22 A. Since the bankruptcy, no.

23 268 Q. What about before that?

24 A. Yes, I've been threatened on
25 quite a few occasions.

1 269 Q. Do you know by whom?

2 R/F MS. BASTAWROUS: I would ask my client
3 not to answer that question. I am aware of who
4 made the threats, and for his own safety, my
5 advice is not to put those names on the record.

6 MS. FIELDING: No problem.

7 BY MS. FIELDING:

8 270 Q. Let's talk a little bit about
9 more about Aiden's assets. So we spoke about
10 Aiden's property in Burlington, Aiden's property
11 in Indiana, his Ajax property.

12 Do you know of any other assets that
13 Aiden may have anywhere else - any other
14 properties?

15 A. No. No properties that I know
16 of. Oh, I believe he said he had a deposit down
17 on Hollywood Court V2 if they build it or
18 something. I believe both his father and him
19 had one.

20 271 Q. Where is this?

21 A. Pickering.

22 272 Q. Do you know roughly how much the
23 deposit was?

24 A. No. No clue. It was, I think,
25 they had to put a deposit down, and if V2 was

1 proceeded with, then they would have an
2 allocation for it. Not really sure.

3 273 Q. When you mean "V2" you mean, like
4 second development or Phase 2?

5 MS. BASTAWROUS: Yes, something like
6 phase 2 of a building project.

7 THE WITNESS: Yeah. There's Hollywood
8 Court that's already been built, and then
9 they're going to build a second Hollywood Court.

10 BY MS. FIELDING:

11 274 Q. And you're saying both him and
12 his father had a deposit, so two potential
13 properties there?

14 A. Yeah. Those are estates, the
15 Hollywood Court.

16 275 Q. And do you know roughly when he
17 made those deposits?

18 A. I remember hearing about it on
19 his birthday in November of 2021.

20 276 Q. Do you know if Aiden paid the
21 funds for Dragan's deposit for his property?

22 A. No. I'm not sure.

23 277 Q. Did you ever receive funds from
24 Aiden as a gift?

25 A. No.

1 278 Q. What about funds for a Ferrari
2 488 Spider?

3 A. I never received the funds from
4 it. It was a withdrawal from my investment.

5 279 Q. How much did you withdraw from
6 that?

7 A. I believe it was 50,000.

8 280 Q. And when did you receive the
9 withdrawal for that?

10 A. August, maybe. I'm not too sure
11 entirely.

12 281 Q. That would be August 2021?

13 A. Yes.

14 282 Q. So you've got the 50K from Aiden,
15 and you used that to purchase the Ferrari. Is
16 that correct?

17 A. Yeah. I did, like, a lease on
18 the vehicle.

19 283 Q. And do you still own that
20 vehicle?

21 A. Yes, I still have it.

22 284 Q. Do you have any other assets that
23 was purchased with the monies that you've given
24 or received from Aiden?

25 A. No.

1 285 Q. Do you know if Aiden ever gave
2 money or gifts to any other individuals?

3 MS. BASTAWROUS: That would include
4 buying anyone a car.

5 (Reporter seeks clarification.)

6 MS. BASTAWROUS: I advised my client
7 that that would include buying an individual a
8 vehicle without any consideration.

9 THE WITNESS: Yeah. I don't know if
10 they were gifts. If I'm not mistaken, it was a
11 withdrawal from Patrick Fetras investment to
12 purchase his Lamborghini.

13 BY MS. FIELDING:

14 286 Q. Anything else?

15 A. Not that I can recall, no.

16 287 Q. So did he buy watches for
17 anybody?

18 A. He bought watches for himself.

19 288 Q. Did he buy Mya a watch?

20 A. Yes, he did buy Mya a watch.

21 289 Q. Do you know what type of watch?

22 A. I believe he brought her two. It
23 was a Rolex Datejust, mother-of-pearl, and a
24 Rolex Day-Date Presidential, mother-of-pearl.

25 290 Q. And then you said he bought his

1 mum a watch, a Rolex?

2 A. That's what I heard, yes.

3 291 Q. So you said he bought himself
4 watches?

5 A. Yes.

6 292 Q. What watches did he buy that you
7 know of?

8 A. He had four or five Rolex
9 Presidential Day-dates; a Jacob & Co, Jacob &
10 Co. Casio; and two Hublot. I'm not sure of the
11 models. Two Hublot watches. And I --

12 293 Q. Two what? Sorry.

13 MS. BASTAWROUS: Hublot, spelled
14 H-U-B-L-O-W, I believe.

15 THE WITNESS: L-O-T.

16 MS. BASTAWROUS: L-O-T. I apologize.

17 THE WITNESS: And I believe he had two
18 Rolex Datejust.

19 BY MS. FIELDING:

20 294 Q. Do you know what happened to
21 those watches the ones that he bought for
22 himself?

23 A. They were last in his possession
24 from what I understand.

25 295 Q. And when was that that you are

1 aware of?

2 A. June 2022.

3 296 Q. And do you know how much his
4 Jacob & Co. watch cost?

5 A. I wasn't there. I heard that it
6 was 320,000 US dollars.

7 297 Q. Do you recognize this photo?

8 A. Yes, I do recognize this photo.

9 298 Q. I presume you confirmed this is
10 Aiden Pleterski?

11 A. Yes, that's Aiden Pleterski.

12 299 Q. And are these the watches that
13 you are talking about?

14 A. Those are most of them, yes.

15 300 Q. So can you identify which watches
16 these are?

17 A. Yeah. I can tell just by the
18 bands of them because I know watches. But if
19 I'm going to look at him -- if I'm looking at
20 him on the right side, the other side, that
21 side, that looks like a Datejust Jubilee band.
22 His was a white face. The second one is an iced
23 out -- so diamond out Day-Date. That is a Guess
24 watch, that's not a Rolex.

25 301 Q. And this one here?

1 A. That's a Rolex Datejust Jubilee
2 band champagne dial.

3 302 Q. And can you tell what this is,
4 this watch here?

5 A. It looks like another three
6 watches over there. I see a Rolex Day-Date
7 mother-of-pearl iced out bezel. Then the other
8 two, again, just off the top of my head, I would
9 assume they are both Rolex Presidential
10 Day-Dates, black face and grey face.

11 303 Q. So all of these are Rolexes.
12 Do you know, apart from this Guess
13 one, did he have a preferred Rolex store?

14 A. No. I believe it was whenever he
15 was just out and about. I would never, like --
16 I've never been with him to purchase one of his
17 Rolexes. He would just, like, send a photo of
18 it or something.

19 304 Q. Did he have, like, a preferred
20 jeweller that he would buy his jewelry from?

21 A. Well, that chain was a gift to
22 him, the "AP" chain, and it's not actually on
23 the same chains -- like, the chain itself, not
24 the pendant. But the chain is not the chain it
25 came with. It came with just the one under

1 there, the Cuban chain.

2 305 Q. Right, this one?

3 A. Yes. Yes, that was a gift to
4 him. That was purchased from Kilani. But I
5 don't think he went to Kilani. From my
6 knowledge, he's never purchased anything from
7 Kilani himself.

8 306 Q. Do you know who gave him this AP
9 chain?

10 A. Yes. It was three investors
11 together. It was, like Winston Blenmen, Braden
12 Twindell and Bryce Vail.

13 307 Q. And do you know why they gave it
14 to him?

15 A. It was for his birthday, it was,
16 like, a thank-you gift for him, like, investing
17 and making money.

18 308 Q. And this photo, did you take it?

19 A. No, I didn't take that photo.

20 309 Q. But you recognize it.
21 Do you know roughly when it was taken?

22 A. I would have to check the date.

23 310 Q. Counsel, can we get an
24 undertaking to check the date of this photo,
25 best efforts?

1 U/T MS. BASTAWROUS: My client will
2 undertake to check for the date.

3 BY MS. FIELDING:

4 311 Q. Leila, I think this is Exhibit 7,
5 and it's a photo of Aiden Pleterski wearing
6 several watches.

7 MS. BASTAWROUS: Sorry. Exhibit 7,
8 counsel? Would it be 8?

9 MS. FIELDING: Eight. Sorry.

10 EXHIBIT NO. 8: Colour photo of Aiden
11 Pleterski wearing several watches and
12 other jewelry.

13 BY MS. FIELDING:

14 312 Q. What do you know about Aiden
15 buying gold or silver bars?

16 A. I knew he had gold and silver
17 bars. I don't know where or when he purchased
18 them.

19 313 Q. Do you know if Aiden sold them?

20 A. I'm not sure. He still had them.
21 I remember, I believe it was in May on a
22 FaceTime with myself.

23 314 Q. Right. Do you see this photo?

24 A. Yes.

25 315 Q. This is a photo of a Mesa Safe

1 Co. Do you recognize it?

2 A. I believe it was in Aiden's
3 garage.

4 316 Q. Do you know what Aiden stored in
5 that safe?

6 A. I never was privy to him opening
7 it in front of me. But I remember, like, his
8 Jacob & Co. was in there because one time I
9 asked to see it 'cause I hadn't seen it, and he
10 went to his safe in the garage to show us.

11 317 Q. So do you know if it had, or at
12 least it has or it had, at one point, the Jacob
13 & Co. watch in there?

14 A. Yes.

15 318 Q. And do you know of anything else
16 he may have held in there?

17 A. Just off speculation or
18 assumption, I would assume, like, cash and his
19 other stuff.

20 MS. BASTAWROUS: We're not assuming.

21 THE WITNESS: Okay. I don't know.

22 BY MS. FIELDING:

23 319 Q. Okay, thank you. Exhibit 9, a
24 photograph of Aiden Pleterski's Mesa Safe Co.

25 EXHIBIT NO. 9: Photograph of Aiden

1 Pleterski's Mesa Safe Co. safe in
2 garage.

3 BY MS. FIELDING:

4 320 Q. Do you know if Aiden transferred
5 money to either his parents to deposit into
6 their accounts?

7 A. Not that I know of.

8 321 Q. Do you know if Aiden gave cash of
9 funds to his parents to hold on his behalf?

10 A. Not that I know of. Only the one
11 time when he gave the 50K cash through the gift
12 for his mother.

13 322 Q. That was a gift, right? That
14 wasn't given to hold on his behalf?

15 A. Yes. That's...

16 323 Q. And the only other person would
17 be Dragan Pleterski who deposited funds into
18 Aiden's account for him, correct?

19 A. Yes.

20 324 Q. So let's talk a little bit about
21 Aiden's lifestyle.

22 So did you ever go on any trips with
23 Aiden?

24 A. Yes.

25 325 Q. Where?

1 A. We went to Ohio for two days for
2 a Jake Paul fight.

3 326 Q. When was that?

4 A. August 2021.

5 327 Q. And who went with you?

6 A. Tyson, Mason, and Jacob.

7 328 Q. Any other trips?

8 A. I went to Miami with him in, I
9 believe it was October 2021.

10 329 Q. And who else was with you on the
11 trip?

12 A. There was, like, ten people if
13 I'm not mistaken. It was Tyson, Mason, Jake
14 Polenz, Aiden, Aiden's brothers, Mya's sister,
15 Tori, and who else? Patrick, and I believe
16 that's everybody.

17 330 Q. Anyone else?

18 A. Turks and Caicos. We flew down
19 and met him there.

20 331 Q. And when was that?

21 A. March of 2022.

22 332 Q. And who went on that trip?

23 A. There was Aiden's -- Aiden. Did
24 his brother go there? I would have to look
25 back. But it was Jake Polenz, Mya's sister,

1 Alyssa, Tyson, Mason, myself, Tori, Shannon, I
2 believe that's all.

3 333 Q. And so those three trips, you've
4 got Ohio, Miami, and Turks and Caicos. Is that
5 it?

6 A. Yes.

7 334 Q. And on those trips, did you
8 guys -- did Aiden pay for everyone to fly?

9 A. Yes.

10 335 Q. And did you guys fly via private
11 jet?

12 A. For two of the trips, and then
13 the Turks and Caicos, we flew there, but we flew
14 back with them, private jet.

15 336 Q. And so when you guys were there,
16 so you paid for the flight down.

17 Did he pay for everyone while you were
18 on vacation?

19 A. Yes.

20 337 Q. And so you guys paid for the
21 hotel, all the food?

22 A. He always rented houses. Or the
23 hotel, actually, in Ohio, I paid for it.

24 338 Q. Do you know roughly the cost of
25 these trips?

1 A. I couldn't say an exact number.
2 I would assume six figures.

3 339 Q. But Aiden never told you roughly
4 how much it was or he never complained or
5 anything?

6 A. No. No, he never complained or
7 anything. The trip in March was for his
8 girlfriend's birthday, for Mya's birthday.

9 340 Q. Did you hear about any other
10 trips, like trips to the Bahamas, other trips to
11 Miami?

12 A. Yes, I heard about them.

13 341 Q. And were they the same as the
14 ones you were on where Aiden paid for everybody
15 to fly, and paid for everyone there?

16 A. From what I understand. I don't
17 really know the...

18 342 Q. From what you understand?

19 A. Yeah.

20 343 Q. Can you see my screen, Mitchell?

21 A. Yes.

22 344 Q. Do you recognize this person?

23 A. Yes, I do.

24 345 Q. Can you identify her for me,
25 please?

1 A. It's my dad's girlfriend, Diane
2 Moore.

3 346 Q. Did she invest with Aiden through
4 you?

5 A. Yes, she did.

6 347 Q. Did she ever get other people to
7 invest with Aiden?

8 A. Essentially, it was like a
9 word-of-mouth thing. I don't think she ever --
10 like, none of -- I don't think anybody really
11 scouted people. It was like, Hey, we want our
12 friends to do well, or whoever to do well.
13 Like, hey, this is working for us. You guys
14 want to try it.

15 348 Q. And so she gave you \$60,000. Is
16 that correct?

17 A. She met with Aiden and she gave
18 him the draft, I believe.

19 349 Q. So she didn't give you the money,
20 she gave Aiden directly?

21 A. Yeah, I believe so.

22 350 Q. And do you know how much she got
23 paid out of her investment?

24 A. I'm not sure. I believe she got
25 her initial back.

1 351 Q. She got her initial back?

2 A. I believe so.

3 352 Q. Do you know who gave her the
4 initial?

5 A. Aiden.

6 353 Q. Aiden.
7 Have you spoken with her since the
8 bankruptcy?

9 A. Yes.

10 354 Q. This is Exhibit -- what are we
11 on?

12 MS. BASTAWROUS: Nine, I believe.

13 MS. FIELDING: Nine.

14 THE REPORTER: Ten.

15 MS. FIELDING: Ten.

16 MS. BASTAWROUS: I'm sorry.

17 MS. FIELDING: Exhibit 10. It is a
18 CBC article, dated March 10th, 2022, entitled
19 "Luxury cars seized from 23-year-old crypto
20 king."

21 THE WITNESS: That's March 10th, 2022?

22 MS. FIELDING: No. It must be October
23 3rd, 2022. Sorry. October 3rd, 2022.

24 MR. STELZER: That's when it was
25 printed, the printing date. The article was --

1 MS. FIELDING: Thirteen days ago. So
2 it must have been --

3 MR. STELZER: Yes, September 20th.

4 MS. FIELDING: September 21st.

5 MR. STELZER: Twentieth.

6 MS. FIELDING: Yes, September 20th,
7 2022. Sorry, Leila.

8 EXHIBIT NO. 10: CBC article entitled
9 "Luxury cars seized from 23-year-old
10 crypto king," dated September 20th,
11 2022.

12 MS. FIELDING: You guys want to take a
13 quick ten-minute break and then we'll come back.

14 MS. BASTAWROUS: Sure. Any rough idea
15 of how much longer you need?

16 MS. FIELDING: I just have a video
17 to -- a recording, actually, a phone
18 conversation recording to put your client, and
19 that might take a bit of time, so roughly let's
20 say an hour maybe.

21 MS. BASTAWROUS: Okay. Let's take ten
22 minutes if everyone is okay with that.

23 MS. FIELDING: We'll come back --
24 let's say we come back at 3:45.

25 -- RECESS TAKEN AT 3:36 P.M.

1 -- RESUME AT 3:46 P.M.

2 BY MS. FIELDING:

3 355 Q. So I just quickly want to go back
4 to -- I know we went through a couple of the
5 investor agreements. I just quickly want to go
6 through a few more including some of the bank
7 drafts. Can you see this, Mitchell?

8 A. Yes, I can.

9 356 Q. So this is a bank draft \$50,000
10 made out to you.

11 And do you recognize this document
12 here?

13 A. Oliver Ward, yes.

14 357 Q. Is that your signature?

15 A. Yes.

16 358 Q. So just for clarity. You
17 received a bank draft. It was made out to you,
18 you would have deposited it in your account, and
19 then you would have provided that \$50,000 to
20 Aiden, correct?

21 A. Yes.

22 359 Q. And would you have -- you said
23 you didn't e-Transfer money to Aiden.

24 How would you get the 50,000 to Aiden?

25 A. Either a bank draft myself, like,

1 I would make another bank draft or a bank
2 transfer, something like that.

3 360 Q. And would you transfer the money
4 to Aiden himself, or to AP Private Equity?

5 A. I believe it was Aiden Pleterski
6 personal.

7 361 Q. Can this be Exhibit Number 11, I
8 think we are on, which is the AP Private Equity
9 agreement, dated October 5th, 2021, and TD Bank
10 draft and \$50,000.

11 EXHIBIT NO. 11: AP Private Equity
12 agreement, dated October 5th, 2021,
13 and TD Bank draft of \$50,000.

14 MS. BASTAWROUS: Noted.

15 THE WITNESS: I don't think those two
16 are the same.

17 MS. BASTAWROUS: What do you mean?

18 THE WITNESS: The contract says 30,000
19 and the dates are very different.

20 BY MS. FIELDING:

21 362 Q. Well, we don't know who this
22 50,000 is...

23 A. Okay. I'm not sure --

24 363 Q. Would you be able to figure that
25 out, Mitchell?

1 A. I mean, I could check. I'm not
2 sure.

3 MS. BASTAWROUS: If we could get a
4 copy of that as well.

5 THE WITNESS: Yes.

6 MS. FIELDING: Yes, we can get a copy
7 of this.

8 MS. BASTAWROUS: Okay. Fantastic.

9 BY MS. FIELDING:

10 364 Q. And then you can undertake to
11 provide, to the best of your ability, who gave
12 you this 50,000.

13 U/T MS. BASTAWROUS: Yes.

14 THE WITNESS: Yes, okay.

15 MS. BASTAWROUS: Sorry. What was the
16 date on the bank draft?

17 MS. FIELDING: I believe -- one
18 second.

19 MS. BASTAWROUS: Because it may be
20 faster to get the answer that way.

21 MS. FIELDING: Bank draft is dated
22 July 24th, 2021.

23 MS. BASTAWROUS: Thank you.

24 MR. STELZER: (Inaudible).

25 MS. BASTAWROUS: I couldn't hear that.

1 BY MS. FIELDING:

2 365 Q. All right. And then, can you see
3 my screen here, Mitchell?

4 A. Yes.

5 366 Q. This is another bank draft, it's
6 made out to you, dated September 27, 2021 for
7 200,000?

8 A. Yes.

9 367 Q. And again, I don't know who
10 submitted this. But --

11 A. It's Monica Winn. It says it on
12 the top left.

13 368 Q. Yes, I see it. Right. And
14 again, you would have received this 200,000, you
15 would have deposited into your account and then
16 you would have given this to Aiden either by way
17 of bank transfer or bank draft. Is that
18 correct?

19 A. Yes.

20 369 Q. And just as a quick question. So
21 there is, like, some money that was given to
22 Aiden, made out to Aiden personally, some money
23 that's made out to AP Private Equity.

24 Do you know what the difference is,
25 was there a rhyme or reason, or did -- why is it

1 so --

2 A. Yeah, I'm not sure. I guess it
3 must have been after his incorporation date, I'm
4 assuming or...

5 370 Q. But Aiden never gave specific
6 instructions regarding money being paid one way
7 or the other to your knowledge?

8 A. I believe he said, like, he was
9 really getting a lot of wire transfers, if I'm
10 not mistaken, after September 2021.

11 371 Q. And do you know if Aiden had a
12 separate bank account for AP Private Equity?

13 A. Yes, I believe he did with Scotia
14 Bank.

15 372 Q. And those wires that you said he
16 was getting, were they to his AP Private Equity
17 account, are you referring to that?

18 A. Yes, yes.

19 MS. BASTAWROUS: Can I just clarify
20 something with my client. Mitchell, are you
21 referring to the wires that you would send him?

22 THE WITNESS: No, I think she was
23 pertaining to wires that other people would send
24 him.

25 MS. FIELDING: I believe your client,

1 counsel, said that Aiden was complaining he was
2 getting lots of wires from peoples, so I'm
3 trying to clarify --

4 MS. BASTAWROUS: Okay. So that makes
5 sense how he would have -- yes.

6 BY MS. FIELDING:

7 373 Q. I believe this is Exhibit
8 Number 12. CIBC bank draft, dated September 27,
9 2021 from Monica Winn.

10 EXHIBIT NO. 12: CIBC bank draft from
11 Monica Winn, dated September 27, 2021.

12 MS. BASTAWROUS: Noted.

13 BY MS. FIELDING:

14 374 Q. And earlier you said that when
15 you found out when you gained access to Aiden's
16 computer and you found out that the FXChoice
17 account had been deleted, you said you called
18 Dragan Pleterski.

19 A. Yes.

20 375 Q. Can you tell me a little bit
21 about that conversation?

22 A. I called Dragan and initially I
23 basically started blowing up, I guess. I was
24 very mad and I said, Your son may have just
25 fucking killed me. Pardon my language. And he

1 replied back that he doesn't know about Aiden's
2 business dealings and stuff. And he said, What
3 are you talking about? And I said, That account
4 that supposedly had 311 million, had nothing,
5 and he scammed everybody basically, or -- yeah,
6 I said he took everybody's money and his father
7 said, I don't know. I will get him to call you.
8 I called Aiden, I believe, initially and he
9 didn't answer, so I called his father.

10 376 Q. And did his father say anything
11 else?

12 A. That was really the whole
13 conversation. Sorry. He said -- what's it
14 called? He said, What are you talking about?
15 And I said, Mya and I went on his computer. And
16 then he was, like, Why would you and Mya go on
17 his computer? And I said, We did. And, yeah.

18 377 Q. And did you have any conversation
19 with Dragan since then?

20 A. No.

21 378 Q. And just to, sort of, recap from
22 what you said a while back, you said that your
23 total investment with Aiden was 400,000. Is
24 that correct?

25 A. Yes.

1 379 Q. And you said that you received
2 about \$1 million withdrawal from Aiden?

3 A. Yes.

4 380 Q. And so you've got -- you're up
5 about \$600,000 from your initial investment. Is
6 that correct?

7 A. I was, yep. But then I paid out
8 all of the money, basically, or about half a
9 million dollars roughly to other clients for
10 Aiden, on behalf of Aiden, that were waiting on
11 withdrawals.

12 381 Q. How did you pay them out?

13 A. Cash and draft.

14 382 Q. Counsel, can I get an undertaking
15 for the list of people that your client paid out
16 this \$500,000 to, and then on his bank
17 statements, can your client please advise which
18 transactions reflect that?

19 MS. BASTAWROUS: Just so the record
20 can reflect clearly, and this is as accurate as
21 I was able to uncover or get to based on the
22 information I have. It's not 500. It's about
23 453,000 -- I have \$453,700 sent out or paid back
24 to people that -- I can undertake to provide
25 those. And I'll do another (inaudible).

1 (Reporter seeks clarification.)

2 MS. BASTAWROUS: I will do another
3 check, I'll run my numbers again.

4 BY MS. FIELDING:

5 383 Q. Right. Well, we're going to have
6 to breakdown of the list and the corresponding
7 bank statements to the best --

8 MS. BASTAWROUS: Yes, everything will
9 reflect -- or will corroborate based on the bank
10 statements.

11 BY MS. FIELDING:

12 384 Q. Perfect.

13 So overall, are you roughly up from
14 your investment, Mitchell?

15 A. No.

16 385 Q. Sorry. I'm just trying to do the
17 math here. So you put in 400,000, you got back
18 a million. You've paid out 453,000, so there's
19 roughly about, just over \$200,000 unaccounted
20 for.

21 What happened to that?

22 A. It was just, like, I guess, like,
23 expenses and stuff like that that I was
24 purchasing.

25 386 Q. Like what expenses?

1 A. Rent, gas, living, that kind of
2 stuff.

3 387 Q. What does that have to do with
4 your investment with Aiden?

5 A. Fair enough. I just -- yeah.

6 388 Q. So, counsel, I would like the
7 undertaking to confirm that your client -- once
8 you've done your math, your client is roughly
9 \$220,000 up from his initial investment of
10 400,000?

11 MS. BASTAWROUS: We'll have to run the
12 numbers. I'll bring you -- I'll be able to
13 provide the bank statements that I can undertake
14 to provide that he is up 220,000. That's yet to
15 be determined. I can advise, I believe there
16 was a payment also made to Mr. Pleterski sent
17 back from the money that my client had received
18 totaling \$48,700 in three different
19 transactions, 11,200, 30,000 and 7500.

20 MS. FIELDING: I'm sorry. I don't
21 understand. Can you go back? So your client
22 received about \$48,000 from Kathy Pleterski?

23 MS. BASTAWROUS: No. That's not what
24 I'm saying. I'm saying in addition to paying
25 back the number or paying out a number of the

1 investors, Mr. Learning had also spent \$48,700
2 in spending according to requests by Aiden. For
3 example, paying rent for friends, he asked him
4 to pay from that money that he had given him, so
5 that amount - and again it is documented in
6 transfers - would be \$48,700.

7 BY MS. FIELDING:

8 389 Q. So Aiden asked you to pay rent
9 and give money to his friends. Is that correct?

10 A. No. I paid the rent, and he was
11 supposed to pay me for the rent.

12 390 Q. So you paid Aiden's rent?

13 A. No. No, no. Two of his friends
14 invested or a friend invested with him and he
15 was supposed to withdraw the money to pay for
16 the rents, and I never received it because of
17 his delays.

18 391 Q. So the investor friend never
19 received it and so Aiden asked you to pay --

20 A. I ended up paying it.

21 392 Q. Do you know roughly when this
22 was?

23 A. It was 2022. I would have to
24 check on the exact dates that were not paid,
25 but, yes.

1 393 Q. Yes, so, counsel, I would also
2 like to know who these friends are and details
3 of when that request was and when those payments
4 were made?

5 U/T MS. BASTAWROUS: Sure, no problem.

6 BY MS. FIELDING:

7 394 Q. And then with that in mind, we
8 are still roughly about 180,000 or 170,000 of
9 profit, just on my general math here.

10 MS. BASTAWROUS: Right.

11 BY MS. FIELDING:

12 395 Q. So Mitchell, does that sound
13 about right?

14 A. Yes.

15 396 Q. So \$170,000 up roughly. Is that
16 correct?

17 A. Yes.

18 397 Q. And, counsel, if there's any
19 other expenses that your client is claiming for,
20 we'd like an undertaking for the details of
21 those as well.

22 MS. BASTAWROUS: I can say right off
23 the bat his legal expenses, but I wouldn't be in
24 a position to disclose the numbers for that, but
25 I can advise that that is obviously a current

1 expense.

2 MS. FIELDING: Thank you.

3 BY MS. FIELDING:

4 398 Q. I'm just going to ask you some
5 questions about some other individuals who were
6 involved with Aiden and what you know of them?

7 A. Okay.

8 399 Q. Do you know a Terry Chang?

9 A. Yes, I do know Terry Chang.

10 400 Q. Who is he?

11 A. He was the landlord for Aiden's
12 house in Whitby.

13 401 Q. And do you know if he was
14 involved with Aiden? Did he invest with Aiden
15 or AP Equity?

16 A. Yes, I believe he invested with
17 Aiden.

18 402 Q. Do you know if he ever received
19 any funds or gifts from Aiden or AP?

20 A. I'm not sure.

21 403 Q. What about Taylor Webb?

22 A. Taylor Weber?

23 404 Q. Weber, yes.

24 A. Oh, yeah, I've heard of that guy,
25 yes.

1 405 Q. Do you know what involvement with
2 Aiden or AP Equity was?

3 A. He was making threats to Aiden
4 and everyone, and, like, essentially extorting
5 him or something.

6 406 Q. Do you know anything more about
7 the extortions?

8 A. He was given money. I'm not sure
9 exact dollar figure, but 60 or 70,000 from what
10 I remember, if not more.

11 407 Q. Do you know if he invested
12 originally with Aiden?

13 A. No, he didn't.

14 408 Q. What about Colin Murphy?

15 A. I know Colin.

16 409 Q. And do you know if he invested
17 with Aiden?

18 A. From my understanding. I believe
19 he was invested prior to me.

20 410 Q. Do you know roughly how much?

21 A. I think somebody said 300,000.

22 411 Q. Do you know if he ever received
23 money from Aiden or AP, any withdrawals?

24 A. I believe so.

25 412 Q. Do you know roughly how much?

1 A. No. No clue.

2 413 Q. Do you know if he ever received
3 any gifts from Aiden or AP?

4 A. Not that I know of.

5 414 Q. Do you know if Colin collected
6 money from investors for Aiden for AP?

7 A. Yes.

8 415 Q. Do you know if Aiden had any
9 suspicions that Colin was stealing money from
10 investors instead of giving it to Aiden and was
11 taking it himself?

12 A. I remember Aiden saying this,
13 yes.

14 416 Q. Do you know roughly how much
15 Colin took?

16 A. From a conversation that I
17 remember Aiden said was 3 million went in and he
18 only received 500K or something.

19 417 Q. Did you ever ask Aiden how he
20 knew about that?

21 A. I believe the way it worked was
22 that Colin did, like, account splits, so if he
23 had a \$5 million account, hypothetically, then
24 he would liquidate a portion of his account and
25 essentially somebody is buying equity into his

1 account.

2 418 Q. I don't follow. All right. Do
3 you know where Colin is now?

4 A. No, I haven't spoken to Colin.

5 419 Q. Do you have a contact number for
6 him, or last known contact number?

7 A. I think I have his cell phone
8 number, yeah.

9 420 Q. Counsel, can I get Colin's last
10 contact number from your client, as well as any
11 email addresses for him as well as his last
12 known address?

13 U/T MS. BASTAWROUS: Yes.

14 BY MS. FIELDING:

15 421 Q. Did you ever hear about Colin
16 stealing Aiden's computer?

17 A. Yes.

18 422 Q. Is this the computer that Aiden
19 had in [REDACTED]

20 A. Yes.

21 423 Q. Do you know if Aiden ever traded
22 on that computer?

23 A. Not sure. He might have had
24 account access on that computer.

25 424 Q. Were you at a big party on or

1 about May 17th, 2022?

2 A. Yes, I was there.

3 425 Q. Was Colin there as well?

4 A. Yes, he was.

5 426 Q. And I understand that there was a
6 big fight that night between Colin and Aiden.

7 Did you witness that?

8 A. Yes, I was there.

9 427 Q. Can you tell me what happened?

10 A. Colin spoke to Aiden -- sorry,
11 was speaking with myself. Mya Trentadue, Floyd
12 Aiden's security guard, and he was essentially
13 just saying that, you know, he doesn't know what
14 Aiden is doing. He was thinking he was scamming
15 people potentially or lost the money or
16 something.

17 Aiden came downstairs and Aiden, I
18 guess, freaked out, ran upstairs, started
19 calling me. It was, like, 3:00 or 4:00 a.m. and
20 then I went upstairs. I told him to come to the
21 stairs and that we were just talking and he
22 should be there to listen and talk. And he sat
23 there and Colin said, You know you're playing a
24 dangerous game. You know, like, they're very
25 serious people that you deal with that - you

1 know what I mean? - that could potentially kill
2 you. That was it I guess.

3 428 Q. So this was before you found out
4 about the account deletions in June of 2022?

5 A. Yes. That was even before Aiden
6 provided me that video of the accounts and
7 everything. That essentially, like, I guess
8 sparked me needing validation.

9 429 Q. And did you ever speak to Colin
10 after the party why he was making those claims
11 that Aiden was scamming people and he was
12 playing this dangerous game?

13 A. We never really spoke about it.
14 It was just he wasn't sure and just, And this
15 kid better be trading, right? Or something like
16 that.

17 430 Q. So he said to Aiden, You better
18 be trading?

19 A. Like, like, yeah, like, something
20 like that. Or he -- I'm not sure. We didn't
21 really speak about it to be honest.

22 431 Q. But during the party when Colin
23 was angry at Aiden, did Colin say to him, You
24 better be trading? You better be making money,
25 or something to that effect?

1 A. Maybe. I can't recall. I'm
2 sorry.

3 432 Q. Who else was there to witness it?
4 I believe you mentioned Mya.

5 A. Yeah, Mya Trentadue and Floyd,
6 which is one of Aiden's security. And some
7 other random girl, but I'm not sure who she was.

8 433 Q. So Aiden had security.
9 When did he start hiring a security
10 guard?

11 A. I can't tell you the date. I
12 think it was 2021. I'm not sure.

13 434 Q. Do you recall if it was before he
14 started making the losses? In the fall? No?

15 A. I'm not sure.

16 435 Q. Do you know Tyson Heyes?

17 A. Yes, I know Tyson Heyes.

18 436 Q. And do you know if he invested
19 with Aiden?

20 A. Yes, he invested with Aiden.

21 437 Q. Do you know roughly how much he
22 invested with Aiden?

23 A. I'm not sure the exact dollar
24 figure. I believe it was north of 50,000.

25 438 Q. And do you know how much money

1 Tyson received from Aiden?

2 A. I'm not sure.

3 439 Q. What about Mason Doucette?

4 A. Yes, I know Mason Doucette.

5 440 Q. And do you know how he's involved
6 with Aiden?

7 A. He invested with Aiden as well.

8 441 Q. And do you know how much he
9 invested with him?

10 A. I believe it was 60-something
11 thousand.

12 442 Q. And do you know roughly how much
13 he got out?

14 A. I'm not sure.

15 443 Q. Do you know a Jerome Tulloch?

16 A. Yes, I know Jerome Tulloch.

17 444 Q. And do you know how he was
18 involved with Aiden?

19 A. He invested with Aiden.

20 445 Q. Do you know if Aiden had any
21 suspicions that Jerome was taking money from
22 investors and keeping it for himself instead of
23 paying it to Aiden?

24 A. Not that I know of.

25 446 Q. Do you know if he was ever paid

1 money from his investments?

2 A. Yes, I believe so.

3 447 Q. Do you know roughly how much?

4 A. I couldn't put a dollar figure to
5 it.

6 448 Q. What about Mya, Mya Trentadue?

7 A. Yes.

8 449 Q. Do you know how she was involved
9 with Aiden in his investing?

10 A. Oh, with this investing, I'm not
11 sure. I think she had some of her family
12 invested with him. I believe a lot of her
13 family was invested with him.

14 450 Q. Apart from her family investing
15 with him, did she ever collect or get other
16 people to invest with Aiden?

17 A. Not that I know of.

18 451 Q. She was his girlfriend, right?

19 A. Yes.

20 452 Q. You said earlier on one of your
21 trips that her sister came along, Alyssa. Is
22 that correct?

23 A. Yeah.

24 453 Q. What's Alyssa's last name?

25 A. Trentadue.

1 454 Q. Also Trentadue? Okay.

2 Do you know if Aiden ever bought Mya
3 expensive handbags or expensive jewelry?

4 A. Yes, he did.

5 455 Q. Apart from the watch, the Rolex
6 watch you mentioned earlier, what else did he
7 buy.

8 A. Maybe some Louis Vuitton. I
9 can't say exactly what -- purses or something.

10 456 Q. And then he bought her that car,
11 correct?

12 A. Oh, yes, the Audi A4.

13 457 Q. Did you ever hear about him
14 buying her a Cartier bracelet?

15 A. Yeah, I believe so.

16 458 Q. Do you know Patrick Fetras?

17 A. Yes, I know Patrick Fetras.

18 459 Q. And what's his connection with
19 Aiden?

20 A. He invested with Aiden as well.
21 And it was Mya's uncle.

22 460 Q. And do you know how much he
23 invested?

24 A. No, I'm not sure.

25 461 Q. Do you know how much was paid

1 out?

2 A. Not sure.

3 462 Q. So you said earlier that he was
4 paid out or had a withdrawal from one of his
5 investments and used that to buy his
6 Lamborghini. Is that correct?

7 A. Yes, I'm pretty positive.

8 463 Q. Do you know where he bought that
9 Lamborghini?

10 A. From Zaubers.

11 464 Q. From where? Sorry.

12 A. Zaubers.

13 MS. BASTAWROUS: Can you spell that
14 for, Madam Reporter?

15 THE WITNESS: Yes, Z-A-U-B-E-R.

16 BY MS. FIELDING:

17 465 Q. And do you know when he bought
18 that Lambo.

19 A. It would have been 2022, maybe
20 March or April

21 466 Q. And do you know the model number?

22 A. Performante.

23 467 Q. Did Aiden ever tell you of any
24 suspicions that Patrick was taking money?

25 A. Yes, I believe so.

1 468 Q. Can you tell me a bit more about
2 that conversation.

3 A. I think it -- I remember one
4 particular. It was, I think, Patrick may have
5 said that Aiden lost the money or something
6 before, and Aiden said he got a DM from that
7 person.

8 469 Q. So Aiden said he got a DM from
9 that person asking about the money --

10 A. I invested with you and Patrick
11 or through Patrick or whatever it was, and he
12 said my money was lost or something. I guess
13 Aiden said he never received that money from
14 Patrick.

15 470 Q. Do you know who that person's
16 name was?

17 A. No. No clue.

18 471 Q. Do you know roughly how much
19 money that was either?

20 A. I didn't know anything about
21 Patrick's dealings with Aiden.

22 472 Q. Who is Jake Polenz?

23 A. Jake Polenz, he's just one of our
24 friends.

25 473 Q. And what his connection or

1 relationship with Aiden?

2 A. He helped source cars for Aiden.

3 474 Q. Did he ever invest with Aiden?

4 A. I believe so.

5 475 Q. And do you know how much money he
6 invested with him?

7 A. No. He was pretty private with
8 that stuff.

9 476 Q. And do you know, has he ever
10 gotten money from his investments from Aiden?

11 A. I'm not too sure.

12 MS. BASTAWROUS: Ms. Fielding, I know
13 you'd indicated the video is going to take a
14 little bit of time.

15 MS. FIELDING: Yes, I'm starting it
16 now.

17 MS. BASTAWROUS: How long do you think
18 roughly? I might need to push a meeting I have
19 for 4:00. I have a meeting at 4:30, but I can
20 push it.

21 MS. FIELDING: You might need to push
22 the meeting at 4:30. I'm sorry.

23 MS. BASTAWROUS: It's okay.

24 THE WITNESS: Can I just take a
25 washroom break?

1 MS. BASTAWROUS: Yes, go.

2 MS. FIELDING: Madam Reporter, can we
3 get off the call. We'll come back at 4:20.

4 -- RECESS TAKEN AT 4:15 P.M.

5 -- RESUME AT 4:22 P.M.

6 BY MS. FIELDING:

7 477 Q. So I'm going to play a recording
8 of a conversation between you and Aiden. I'm
9 going to start it, and then I'm going to ask you
10 to confirm that this is you, and details of your
11 conversation. And then I'm going to skip ahead
12 to specific sections of the conversation. This
13 is a 27-and-a-half-minute recording. I don't
14 think we need to go through all 27 minutes of
15 it, but I will play enough of the beginning that
16 you can confirm what recording this is, okay?

17 A. Yes, okay.

18 [Video playing - inaudible]

19 BY MS. FIELDING:

20 478 Q. Can you hear anything?

21 A. Not really, no.

22 [Video playing - inaudible]

23 BY MS. FIELDING:

24 479 Q. Can hear that now?

25 A. Can you try it again? It's not

1 playing.

2 [Video playing - inaudible]

3 MS. BASTAWROUS: It's pretty choppy.

4 BY MS. FIELDING:

5 480 Q. Can you hear anything?

6 MS. BASTAWROUS: We can, but it's very
7 choppy. I can't make out words being said.

8 [Video playing - inaudible]

9 MS. FIELDING: No?

10 MS. BASTAWROUS: No.

11 THE REPORTER: I can't hear anything
12 either, counsel.

13 MS. BASTAWROUS: You want to try
14 emailing me the file? Perhaps I can play it for
15 my client on a speaker.

16 MS. FIELDING: Sure. Give me --
17 counsel, can we just off the record for a second
18 while I email it to counsel, and we'll try and
19 go from there.

20 -- OFF THE RECORD DISCUSSION AT 4:24 P.M.

21 -- RESUME AT 4:25 P.M.

22 U/T MS. BASTAWROUS: So I've just
23 undertaken to provide Ms. Fielding with an
24 affidavit from the individual who recorded the
25 conversation between my client and -- between my

1 client and Aiden Pleterski (inaudible) from my
2 client as well.

3 MS. FIELDING: Just to confirm,
4 counsel, the recording I'm talking about is 27
5 minutes and 31 seconds, so that's the total
6 length of the recording.

7 MS. BASTAWROUS: No problem.

8 MS. FIELDING: And I can send it to
9 you for clarity.

10 MS. BASTAWROUS: Yes, for
11 verification. I appreciate that.

12 MS. FIELDING: Yes.

13 MS. BASTAWROUS: I don't want to
14 undertake to provide you an affidavit for the
15 wrong audio file.

16 THE WITNESS: Twenty-seven --

17 BY MS. FIELDING:

18 481 Q. Yes, yes. If you have any other
19 recordings between your client and Aiden
20 Pleterski, I would also like to have that
21 included in the affidavit and provided as well
22 if there are any other recording.

23 U/T MS. BASTAWROUS: If there are any
24 other recordings, my client is willing to
25 provide them.

1 MS. FIELDING: Thank you.

2 MS. BASTAWROUS: And I confirmed it is
3 the same video, 27 minutes and 31 seconds.

4 MS. FIELDING: Perfect. But I will
5 still send you the copy of that just make sure.

6 MS. BASTAWROUS: There's been a couple
7 of audio files that have surfaced that I believe
8 a couple versions were doctored, not this one,
9 but, yes. Best that we both have the same file.

10 MS. FIELDING: All right, counsel. Is
11 there anything else that your client would like
12 to add that we may not have covered or would
13 like to clarify today before we get off the
14 record?

15 MS. BASTAWROUS: Mitchell, anything
16 you'd like to add?

17 THE WITNESS: No. That's fine.

18 MS. BASTAWROUS: All right.

19 MS. FIELDING: Counsel, subject to
20 undertakings, I think that's my examination for
21 today.

22 MS. BASTAWROUS: Thank you very much.

23 (Whereupon this examination concludes
24 at 4:27 P.M.)

25

REPORTER'S CERTIFICATE

I, LEILA HECKERT, CVR, Certified
Verbatim Reporter, certify;

That the foregoing proceedings were
taken before me at the time and place therein
set forth at which time the witness was put
under oath by me;

That the testimony of the witness and
all objections made at the time of the
examination were recorded digitally by me and
were thereafter transcribed;

That the foregoing is a true and
accurate transcript of my shorthand notes so
taken. Dated this 25th day of October 2022.



PER: LEILA HECKERT

CERTIFIED VERBATIM REPORTER

Appendix “L”

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO

SUPERIOR COURT OF JUSTICE

(IN BANKRUPTCY AND INSOLVENCY)

COMMERCIAL LIST

IN THE MATTER OF THE BANKRUPTCY OF

AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,

of the Town of Whitby, in the Province of Ontario

--- This is the Examination for Discovery of
AIDEN PLETERSKI, via Neesons, a Veritext Company's
virtual Zoom platform, with all participants attending
virtually, on the 24th day of November, 2022.

Job No. ON 5594391

A P P E A R A N C E S :

MICHEAL SIMAAN, Esq. For the Applicant

ALEXANDER SOUTTER, Esq. For the Trustee

REPORTED BY: Charlotte Croix

I N D E X

WITNESS	EXAMINATION BY	PAGE
AIDEN PLETESKI	MR. SOUTTER	5-163

INDEX OF UNDERTAKINGS

The questions/requests undertaken are noted by U/T and appear on the following pages: 20/7, 28/14, 58/20, 96/19, 100/18, 101/19, 130/10, 131/1, 131/13, 137/20, 130/3

INDEX OF ADVISMENTS

The questions/requests taken under advisement are noted by U/A and appear on the following pages: 97/15, 99/2

INDEX OF REFUSALS

The questions/requests refused are noted by R/F and appear on the following pages: [None]

INDEX OF EXHIBITS

NUMBER/DESCRIPTION	PAGE/LINE NO.
1: Screen shot of text messages including a photo of a spreadsheet sent to Matthew Hinn.	4:64
2: Agreement of Purchase and Sale dated March 4, 2021.	15:68
3: Extract of text messages between Aiden Pleterski and Horst Pfaff McLaren.	20:79
4: Bank draft in the amount of \$100,000.	21:84
5: Lease agreement for the Ferrari 488 Pista.	7:88
6: Credit application for the Ferrari 488 Pista.	22:91
7: Agreement for Purchase and Sale of 725 Westney Road South. : Video taken by Mason Doucette on June 13,2022.	6:94 17:112
8: Bank draft in the amount of \$80,000.	23:114
9: Bank draft in the amount of	4:117

1 \$203,511.30.

2 10: Excerpt of WhatsApp messages

3 between Aiden Pleterski and Sascha 17:161

4 Singh.

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1 --- Upon commencing at 9:30 a.m.

2

3 AIDEN PLETERSKI; AFFIRMED.

4 EXAMINATION BY MR. SOUTTER:

5 1 Q. Good morning. Your name is Aiden
6 Pleterski, yes?

7 A. Yes.

8 2 Q. Great. This is an examination
9 pursuant to Section 163 of the Bankruptcy and Insolvency
10 Act, and you have affirmed to tell the truth today?

11 A. Yes.

12 3 Q. Okay. Are you alone in that room?

13 A. Yes.

14 4 Q. And you're not communicating with
15 anyone except for us on this call right now?

16 A. That is correct.

17 5 Q. So no text, no emails up on your
18 phone?

19 A. No.

20 6 Q. Okay. Do you have any documents
21 with you?

22 A. I do not.

23 7 Q. Okay. And did you do anything to
24 prepare for this examination?

25 A. Had a brief phone call with Michael

1 yesterday.

2 8 Q. Okay. So I don't want you to tell
3 me about that.

4 A. Okay.

5 9 Q. Did you review any documents or
6 speak to anyone else?

7 A. No.

8 10 Q. Okay. I understand your birthday
9 was November 18th, 1998; is that right?

10 A. Correct.

11 11 Q. I'll just start, I think, with
12 some questions about your level of education.
13 Where did you go to high school?

14 A. Henry Street High School in
15 Whitby, Ontario.

16 12 Q. Did you graduate?

17 A. I did.

18 13 Q. When was that?

19 A. 2016.

20 14 Q. And after that did you pursue any
21 other education?

22 A. Yes. I went to Fanshawe College.

23 15 Q. That's in London, Ontario, right?

24 A. Correct.

25 16 Q. Right. And when was that?

1 A. That was in 2017 to 2020.

2 17 Q. So starting September 2017?

3 A. Yes.

4 18 Q. And ending in --

5 A. Ending in -- it was either
6 August -- it was either the summer semester or the
7 winter semester. I forget which one.

8 19 Q. So if it was the winter semester,
9 you would have ended it at the end of December
10 2019?

11 A. No, I would have ended April,
12 like, January to April.

13 20 Q. Okay. So you would have ended
14 April 2020?

15 A. Yes.

16 21 Q. Okay. And if it was the summer,
17 where would you have ended?

18 A. I would have ended in August.

19 22 Q. Okay. So either April or August
20 of 2020?

21 A. Yeah.

22 23 Q. Okay. What did you study?

23 A. Cyber security.

24 24 Q. And did you obtain any degree?

25 A. I did not, no.

1 25 Q. Okay. Any other formal education?
2 A. No.
3 26 Q. Any formal education in investing?
4 A. No.
5 27 Q. In cryptocurrencies?
6 A. No.
7 28 Q. In financial markets?
8 A. No.
9 29 Q. Or foreign currency markets?
10 A. No.
11 30 Q. So you have just learned all of
12 that by doing?
13 A. Essentially.
14 31 Q. Right. Did you learn any other
15 way?
16 A. YouTube videos, Google, quick
17 Google searches.
18 32 Q. So self-directed research?
19 A. Research basically.
20 33 Q. Okay, so I think that was our
21 first experiment with speaker issues. I asked
22 self-directed research, and then I didn't quite
23 hear what you said. I think you were agreeing with
24 me?
25 A. Yes.

1 34 Q. Okay. Great. Yeah, and, you
2 know, our court reporter said it, but we just have
3 to be quite careful about speaking over one
4 another.

5 A. Okay. My apologies.

6 35 Q. That's okay. And so your highest
7 level of education is this Fanshawe College
8 program?

9 A. Yes.

10 36 Q. Have you told people that you have
11 advanced knowledge of stockmarkets?

12 A. I have not.

13 37 Q. Or advanced knowledge of foreign
14 exchange markets?

15 A. I told people I was trading in the
16 foreign exchange markets. I don't recall telling
17 people that I had advanced knowledge in the foreign
18 exchange markets.

19 38 Q. And have you told people that you
20 had advanced knowledge of commodities markets?

21 A. No.

22 39 Q. I understand that you started
23 investing in 2015; is that right?

24 A. Correct.

25 40 Q. So you would have been still in

1 high school?

2 A. Yes.

3 41 Q. Right. And I take it you were 16
4 at the time?

5 A. Yes, 16 or 17.

6 42 Q. How did you get started in
7 investing?

8 A. I started investing in
9 cryptocurrency. I used to play video games where
10 you could purchase in-game items, or you could
11 purchase, like, in-game items in certain video
12 games, and then you'd be able to -- some video
13 games had different sales essentially where you
14 could save 15 to 20 or 25 percent some-odd by
15 purchasing these in-game items with cryptocurrency
16 as opposed to credit cards, debit cards. That's
17 part of my interest as to what cryptocurrency was,
18 and then from there essentially that's when I
19 started purchasing bitcoin and started investing in
20 some of the cryptocurrency markets, and that's what
21 peaked my interest because around the same time on
22 social media that's when I started seeing some
23 individuals as well posting luxury cars, posting
24 luxury lifestyles. Doing some research on some of
25 these individuals back then, if I recall correctly,

1 a majority of it was from cryptocurrency
2 investments, some real estate investments, and
3 that's what sparked my interest when it came into
4 the investing world.

5 43 Q. Okay. So let me unpack some of
6 that.

7 A. Okay.

8 44 Q. Let's talk about the video games.

9 A. Yeah.

10 45 Q. Was that Counter-Strike Go?

11 A. That was one of them.

12 46 Q. Right. What others?

13 A. Counter-Strike: Global Offensive
14 was one, Call of Duty was another one, Elder
15 Scrolls was another one. There were -- I believe
16 there were a couple more, but I don't recall
17 exactly which ones they were.

18 47 Q. Okay. Which Elder Scrolls?

19 A. Sorry?

20 48 Q. Which Elder Scrolls? Skyrim?
21 Oblivion?

22 A. No, Skyrim.

23 49 Q. Was that out in 2016 --

24 A. Yeah.

25 50 Q. -- or 2015?

1 A. Yes.

2 51 Q. And was that --

3 MR. SIMAAN: You're impressing me
4 right now, Alex.

5 MR. SOUTTER: Oh, okay.

6 BY MR. SOUTTER:

7 52 Q. Was that over Steam?

8 A. Yes.

9 53 Q. Did you used any other video game
10 platforms?

11 A. I owned an Xbox back then as well.

12 54 Q. But that didn't have anything to
13 do with the cryptocurrency discounts?

14 A. No.

15 55 Q. No.

16 A. The cryptocurrency discounts were
17 basically mods in the game that you could only
18 acquire on PC.

19 56 Q. Right. And you have a Steam
20 account, I understand, right?

21 A. I believe I still have an active
22 one, yes.

23 57 Q. Right. What's your username for
24 that account?

25 A. I don't remember what the username

1 is, but I can find it, or I can log in and obtain
2 that.

3 58 Q. Okay. I'm going to park the video
4 game chat for the moment.

5 So I think my original question was how
6 did you get started in investing, and your answer
7 was essentially you were playing video games and
8 wanted to buy in-game items, and cryptocurrency was
9 away of doing that. That's a fair summary?

10 A. Yes.

11 59 Q. All right. And where did you get
12 the money to start investing?

13 A. Birthday money from family. I
14 used to work as a baseball umpire back then. Some
15 more money from family. The majority of the money
16 came from family members.

17 60 Q. Right. And how much are we
18 talking about here?

19 A. I can't remember how much I
20 started investing back then.

21 61 Q. Right, but you were buying in-game
22 items for Counter-Strike and other video games. I
23 don't know, I've never purchased an in-game item or
24 a mod, I think you said, so how much are those?
25 Give me a sense.

1 A. They could -- they could range
2 anywhere from 3 cents all the way up to a few
3 thousand dollars.

4 62 Q. Okay. So you had a few thousand
5 dollars from family or from your umpire job; is
6 that fair?

7 A. Like I said, I can't remember how
8 much I had or started with back then.

9 63 Q. Right. And, again, I'm just
10 trying to get a sense here, but are we talking
11 about \$20,000, or are we talking about \$3,000, or
12 which of those two numbers is a better
13 approximation?

14 A. The 3,000 would be closer.

15 64 Q. Okay. And let me just try and
16 understand the mechanics of that. You would get
17 some amount of money, and I guess you would put it
18 into a bank account, and then you would use the
19 bank account to purchase cryptocurrency, which you
20 would then use to purchase the in-game item; is
21 that right?

22 A. No, because you couldn't
23 purchase -- or I didn't know how to purchase
24 cryptocurrency through a bank account back then, so
25 it would have been on -- with cash, or I do

1 remember purchasing pre-paid Visas since I didn't
2 have a Visa card back then.

3 65 Q. Okay. And so how would you
4 actually go about buying the cryptocurrency?

5 A. I would do it through websites. I
6 know I had a Binance account. Most of it would
7 have been through Binance or one or two other
8 exchanges that I do not remember the names of.

9 66 Q. Do you have any records of those
10 transactions?

11 A. I do not, no.

12 67 Q. No. Would they have emailed you
13 about, you know, thanks for buying a bitcoin, for
14 example? Would they have emailed you?

15 A. Most likely, yes.

16 68 Q. Okay. And which email is that?

17 A. That would have been my
18 [REDACTED] email.

19 69 Q. Okay. And that's spelled the same
20 way as your first and last name?

21 A. (No verbal response).

22 70 Q. Sorry, I didn't catch the answer
23 there.

24 A. Yes.

25 71 Q. Okay. Great. And I understand

1 there -- so it's [REDACTED]?

2 A. Yes.

3 72 Q. Okay. Great. Would they have
4 emailed any other email?

5 A. I don't think so.

6 73 Q. Okay. You now have another email
7 address, as I understand it. It's
8 [REDACTED], right?

9 A. I have not had access to that
10 email for about seven months now.

11 74 Q. Okay. Why is that?

12 A. Because I didn't pay the domain to
13 keep it active, so it got shut down.

14 75 Q. So I thought that was a Gmail
15 account?

16 A. Sorry, could you repeat the email
17 again?

18 76 Q. [REDACTED].

19 A. Oh, yes, that email -- I haven't
20 had access to that email in around the same time.

21 77 Q. And why is that?

22 A. I just haven't logged into it.

23 78 Q. Okay. But you could?

24 A. Yes.

25 79 Q. Okay. You mentioned that you had

1 another email, and you had not paid the domain fees
2 for it?

3 A. Yes.

4 80 Q. What email was that?

5 A. [REDACTED]

6 81 Q. Okay. And [REDACTED] is just

7 [REDACTED]?

8 A. Yes.

9 82 Q. Right. When did you start having
10 access to that -- I'll call it the admin account.

11 When did you start having access to that account?

12 A. Either the middle or end of 2021,
13 if I remember correctly.

14 83 Q. And you said you stopped having
15 access approximately seven months ago?

16 A. Yes.

17 84 Q. Okay. The

18 [REDACTED], when did you open that
19 account?

20 A. I think summer of 2021 or spring
21 of 2021.

22 85 Q. Okay. And other than those three
23 accounts, your two Gmail accounts and the admin
24 account, have you had any other email accounts?

25 A. No.

1 86 Q. Did you have a Fanshawe College
2 account?

3 A. Yes, I did have a Fanshawe college
4 email.

5 87 Q. Okay. What was that email?

6 A. I honestly don't remember. It
7 would have been either

8 ████████████████████, ██████████ or

9 ██████████, something along those lines.

10 88 Q. Okay. So other than those four
11 email accounts, then, have you had any other email
12 accounts?

13 MR. SIMAAN: During, like, what
14 period of time are we talking about?

15 MR. SOUTTER: Since 2015.

16 A. Yes, I did have one -- I remember
17 having one email. It was ██████████ like, you spell
18 ██████████, and then the number █, and then
19 ████████████████████.

20 89 Q. Okay. And when did you have that
21 account?

22 A. Around when I was in high school,
23 and even before high school, I think elementary
24 school.

25 90 Q. Okay. Do you still use it?

1 A. No.

2 91 Q. No. When did you stop using it?

3 A. I think high school.

4 92 Q. Okay. The admin account, who was
5 the host for that account? Who were you paying to
6 have it active?

7 A. Google was the host of that
8 account.

9 93 Q. Okay. And --

10 A. It was a Gmail --

11 94 Q. Sorry, I think you said it was a
12 Gmail domain?

13 A. Yes.

14 95 Q. Okay. I was referring to the one
15 that was [REDACTED].

16 A. Yes.

17 96 Q. So you're telling me that that is
18 a Gmail domain?

19 A. Yes, it's hosted by Gmail.

20 97 Q. Okay. Thank you.

21 So I think I started by asking if you
22 were depositing money from your umpire job and your
23 family into a bank account, and you told me that
24 wasn't the case, which is fine. You did have a
25 bank account at the time, though, right, a

1 Scotiabank account?

2 A. Yes.

3 98 Q. That's the one ending 622, right,
4 the account number?

5 A. I don't memorize the account
6 number.

7 99 Q. Okay. Was that the only bank
8 account that you had open in 2015?

9 A. Yes.

10 100 Q. Okay.

11 A. I believe so.

12 101 Q. Okay. And you told me that you
13 did not have any credit cards at the time?

14 A. I don't believe I had a credit
15 card at that time, no.

16 102 Q. Okay.

17 A. I wasn't interested in it.

18 103 Q. And did you have any investment
19 accounts at the time?

20 A. No.

21 104 Q. And then other than the financial
22 account or the one or two other accounts that you
23 don't recall, did you have any other accounts where
24 assets were held?

25 A. No.

1 105 Q. No. Okay. This Scotiabank
2 account that you had in 2015, I guess you would
3 have been a minor when that was opened?

4 A. Yes, I would have been.

5 106 Q. Right. And so your parents would
6 have helped you open that?

7 A. I -- they didn't help me open it.
8 They solely opened it themselves.

9 107 Q. Oh, okay. So they opened the
10 account, and what do you mean when you say they
11 opened it themselves? Help me understand that.

12 A. It was opened when I was a baby or
13 shortly after I was born, if I remember correctly,
14 and -- or when I was very, very young, and then --
15 so I obviously wouldn't have been able to open it.

16 108 Q. Right. Okay. So they opened it
17 when you were very young, and eventually they added
18 you to the account; is that right? Do I understand
19 that correctly?

20 A. I think so.

21 109 Q. Okay. So they always essentially
22 had access to the account?

23 A. Yes.

24 110 Q. Right. Okay. I'm just going to
25 ask you about -- well, I guess let's put ourselves

1 in 2015. You got some money from this umpire gig
2 and your parents, and you were buying bitcoin to
3 buy things online, video game items?

4 A. Yes.

5 111 Q. Other than those funds, were you
6 investing other people's money at that point?

7 A. No.

8 112 Q. Right. And were you investing
9 other people's money while you were in high school?

10 A. No.

11 113 Q. In Fanshawe College?

12 A. No.

13 114 Q. Okay. So it would have been after
14 you graduated?

15 A. Yes.

16 115 Q. So sometime after either April or
17 August of 2020?

18 A. Yes.

19 116 Q. Right. And so if we find out
20 later when you graduated, how long after you
21 graduated would you say it was that you started
22 investing other people's money?

23 A. Fairly shortly after I graduated,
24 so I'd say within a few months, within a couple
25 months' time.

1 117 Q. Okay. I'd like you to find out
2 when you graduated for me and tell us that, please.

3 A. Okay.

4 118 Q. Okay. Thank you.

5 A. No problem.

6 U/T

7 119 Q. Were you living in London when you
8 went to Fanshawe College?

9 A. Yes.

10 120 Q. And when you graduated you came
11 home?

12 A. Yes.

13 121 Q. Okay. So you moved in with your
14 parents; is that right?

15 A. Yes.

16 122 Q. [REDACTED]?

17 A. Yes.

18 123 Q. Right. Okay. I also understand
19 that you moved into [REDACTED]?

20 A. Yes.

21 124 Q. When was that?

22 A. The end of 2020.

23 125 Q. Okay. So, like, November 2020?

24 A. November or -- I think it was
25 December. I think it was the early part of

1 December.

2 126 Q. Okay. Early December 2020. Yes?

3 A. Yes.

4 127 Q. Okay. Great. And that was an
5 apartment?

6 A. It was a house.

7 128 Q. Oh, it was a house. Okay. But
8 you rented it?

9 A. Yes.

10 129 Q. From Terry Chang?

11 A. Yes.

12 130 Q. And just for our reporter, that's
13 T-E-R-R-Y and then C-H-A-N-G.

14 Am I spelling that correctly?

15 A. Yes.

16 131 Q. Great. Did you have a lease
17 agreement with Mr. Chang?

18 A. Yes.

19 132 Q. How much was your rent?

20 A. I think it was 9,000 a month.

21 133 Q. \$9,000 a month?

22 A. Yes.

23 134 Q. Right. Do you have a copy of that
24 lease agreement?

25 A. It would be in the email. It

1 would have been in my emails when the trustee got
2 image via phone.

3 135 Q. This is the [REDACTED]
4 account?

5 A. Yes.

6 136 Q. And that would have been an email
7 from Terry Chang?

8 A. I think so.

9 137 Q. Okay.

10 A. He -- I don't remember him having
11 a real estate act on his behalf, so...

12 138 Q. Okay. Other than as landlord,
13 what was your relationship with Mr. Chang?

14 A. He was just my landlord, and at a
15 later date he later on became an investor.

16 139 Q. Okay. When was that?

17 A. When was he my landlord or --

18 140 Q. When did he become an investor?

19 A. I cannot remember that. It would
20 have been in the 2021 calendar year.

21 141 Q. Okay. And was that very quickly
22 after you started living at his -- at [REDACTED]
23 [REDACTED]?

24 A. It would have been after a few
25 months.

1 142 Q. Okay. So maybe in the spring,
2 maybe in the summer, but --

3 A. Yeah, maybe -- maybe in the
4 summer.

5 143 Q. Right. Do you recall how much he
6 invested?

7 A. I can't remember how much he
8 invested. I know it -- it would have been less
9 than -- it would have been less than 100 or
10 150,000.

11 144 Q. Why do you think that?

12 A. I don't know why I think that.

13 145 Q. Okay. Was he repaid?

14 A. I don't believe so.

15 146 Q. Okay. When did you stop living at
16 [REDACTED]?

17 A. I stopped living there full time
18 in -- it would have been when I moved into the
19 Burlington home, when that lease agreement started.

20 147 Q. So I'll come to the Burlington
21 home, and I understand there is an agreement in
22 respect of it. Did you move in on the same day
23 that that agreement was signed or a little while
24 later?

25 A. I moved in on the date that is on

1 the agreement when it becomes effective.

2 148 Q. Okay. I think previously you had
3 told the trustee that you moved in on March 12th,
4 2021. Does that ring a bell?

5 A. Yes.

6 149 Q. Right. And so you would have
7 lived at [REDACTED] until March 11th, the day
8 before?

9 A. Yes, March 11th or March -- well,
10 I guess technically March 12th because March 12th
11 is the date that I got the keys for that home.

12 150 Q. Okay.

13 A. So I would have left on March
14 12th.

15 151 Q. Okay. And you said you stopped
16 living there full time when you moved into the
17 Burlington home?

18 A. Yes.

19 152 Q. What does that mean, stopped
20 living there full time. You were living there part
21 time?

22 A. No. So I still had the lease
23 agreement active for the [REDACTED] house. I used
24 it mainly as an office space if people needed a
25 place to stay over for a night or two. If I was in

1 [REDACTED] for a night or two, I would stay there the
2 odd time, stuff like that.

3 153 Q. Okay. When did -- so you remained
4 a tenant, essentially?

5 A. Essentially.

6 154 Q. Right. And when did your tenancy
7 end?

8 A. It was supposed to end -- I
9 believe it was for three years, so it was supposed
10 to end for December of 2023, I believe, but it
11 officially ended -- or I stopped in the end of
12 winter or spring of 2022, I believe.

13 155 Q. And so from the time that you
14 moved in until the end of winter or spring -- well,
15 so from the time that you moved in to [REDACTED]
16 [REDACTED] until some point in 2022, either at the end
17 of winter or spring, you were a tenant --

18 A. (Audio cut out).

19 156 Q. Sorry, would you repeat that for
20 me?

21 A. It could have been the start of
22 summer too. It was just around that time.

23 157 Q. Okay. And you would have been
24 paying \$9,000 a month?

25 A. Yes.

1 158 Q. Right. Where did you get that
2 money to pay \$9,000 a month in rent?

3 A. From cryptocurrency and foreign
4 exchange trading profits.

5 159 Q. Okay. So let me just break that
6 down. So one source could have been cryptocurrency
7 profits?

8 A. Yes.

9 160 Q. And another could have been
10 foreign exchange trading profits?

11 A. Correct.

12 161 Q. And so when you say cryptocurrency
13 profits, are you talking about you bought a
14 cryptocurrency, it appreciated in value, and then
15 you sold it, and, therefore, profited? Is that
16 what you mean?

17 A. When I was -- when I mean
18 cryptocurrency profits, so instead of taking
19 multiple steps to liquidate the cryptocurrency or,
20 as you said, sold the cryptocurrency, let's say if
21 I had \$100,000 sitting in a cryptocurrency account,
22 and that 100,000 -- I was trading it, and it
23 appreciated to 110,000, and I had \$10,000
24 accessible in a bank account, I wouldn't take the
25 step to liquidate that \$10,000 in the

1 cryptocurrency account. I would take the 10,000
2 that was pre-existing in the bank account and then
3 use that.

4 162 Q. Okay, so help me understand this.
5 You would have some amount of cryptocurrency in an
6 account? Let's just start --

7 A. Yes.

8 163 Q. Let's start with that. So, you
9 know, you know this stuff a lot better than me, so
10 does that mean it's in a wallet somewhere, or it's
11 with a brokerage?

12 A. Both.

13 164 Q. So you would have cryptocurrency
14 in a wallet and in a brokerage?

15 A. Yes, but they -- that term can be
16 interchangable.

17 165 Q. Okay. And what brokerage are we
18 talking about here?

19 A. Up until the end of 2021 Binance
20 was the main one.

21 166 Q. So from the point when you started
22 investing until the end of 2021, Binance was your
23 main cryptocurrency brokerage?

24 A. Yes, Binance was one that I used
25 quite a bit. I also used a wallet called BRD.

1 167 Q. Okay.

2 A. I had a Coinbase account as well.
3 I don't recall using the Coinbase account as heavy.
4 I registered an account with the cryptocurrency
5 brokerage called KuCoin, K-U Coin, however, I never
6 deposited anything into that account. And then
7 there were -- there were one or two other wallets
8 that I remember registering. I don't remember the
9 names of them, but I can find those out for you,
10 but they haven't been active since 2020 or 2021.

11 168 Q. Okay. Yes, please find those out
12 for me.

13 A. Yes.

14 U/T

15 169 Q. So you would have had some amount
16 of cryptocurrency in one of these accounts, let's
17 just say the Binance account, for example?

18 A. Yes.

19 170 Q. And it would have appreciated in
20 value?

21 A. Yes.

22 171 Q. Correct?

23 A. Yes.

24 172 Q. Okay. And help me understand the
25 next steps. You would have sold an amount equal to

1 the appreciation or --

2 A. No. When they appreciate in -- so
3 I kind of saw everything as one pool, I guess you
4 could say, so if I had money sitting accessible in
5 a bank account and the cryptocurrency account
6 appreciated by, call it, \$5,000, I would see that
7 as \$5,000 profit, and then I would take that \$5,000
8 out of the bank account instead of having to
9 liquidate it from the cryptocurrency account into a
10 bank account and then from the bank account just do
11 whatever with it from there because there -- when
12 you liquidate cryptocurrency, they always charge a
13 fee also known as a gas fee, and depending on the
14 amount, depending on the brokerage that you use,
15 there's a lot of variables, it determines what that
16 gas fee is. Sometimes with certain brokerages it's
17 a greater percentage, sometimes it's a lower
18 percentage. It also depends on the time of day,
19 the time of the year and so on and so forth and the
20 total volume in the market.

21 173 Q. Okay. So you would have
22 cryptocurrency in an account, and you would also
23 have money in a bank account, and you treated all
24 of this as one pool, and in order to avoid
25 disposition fees, so fees associated with selling

1 bitcoin, when your bitcoin appreciated in value,
2 you would withdraw the same amount as the value of
3 that appreciate from your bank account. Is that
4 all right?

5 A. Correct, yes.

6 174 Q. Okay. And are we still talking
7 about, you know, 2021 here, or is that always how
8 you operated?

9 A. That's typically always how I
10 would operate.

11 175 Q. Okay. So from when you started
12 investing all the way until you stopped investing?

13 A. Essentially.

14 176 Q. What do you mean "essentially"?
15 Are there exceptions to that?

16 A. Well, I mean yes.

17 177 Q. Okay. So --

18 A. When I say "essentially," I mean
19 yes.

20 178 Q. Okay. So other than that
21 activity, we started talking about what
22 cryptocurrency profits meant, and then you
23 described this activity that I just summarized.
24 Was there another way that you were -- like, would
25 you describe cryptocurrency another way, or is that

1 the only way that you'd describe them?

2 A. What do you mean by describe
3 cryptocurrency profits?

4 179 Q. So I think my original question
5 was how were you paying \$9,000 in rent to
6 Mr. Chang, and you told me that it was from both
7 cryptocurrency profit and foreign currency market
8 profits, right?

9 A. Yes.

10 180 Q. And I asked what that meant, what
11 cryptocurrency meant, and you described how you
12 would withdraw amounts from your various bank
13 accounts that matched the appreciation of your
14 cryptocurrency, and I just want to understand if
15 that's -- is that the only type of cryptocurrency
16 profit that we're talking about?

17 A. By the only time of cryptocurrency
18 do you mean, like, only bitcoin games or -- I'm not
19 really understanding -- sorry, I'm not really
20 understanding your question entirely.

21 181 Q. Okay. I guess I'm just trying to
22 understand what cryptocurrency profits means, and
23 you gave me an explanation, and I'm trying to
24 understand if that's the only explanation or if
25 there are other types of things that fall within

1 your understanding of cryptocurrency profits?

2 A. Well, from my understanding,
3 cryptocurrency profits are money that you make that
4 exceeds your initial deposit in cryptocurrency.

5 182 Q. Okay. So were you betting on the
6 cryptocurrency market at all?

7 A. I was trading on the
8 cryptocurrency market.

9 183 Q. So you were buying and selling
10 cryptocurrencies?

11 A. Buying, selling, staking, trading
12 cryptocurrencies between other cryptocurrencies,
13 yeah.

14 184 Q. Can you describe staking for me?

15 A. Yeah. Staking is basically where
16 you are betting for a certain cryptocurrency value
17 to reach a -- or where you're betting on a certain
18 cryptocurrency or holding certain cryptocurrency
19 for a certain amount of time, and you can also
20 pretty -- similar to option trading in the
21 stockmarket, you can bet on what a cryptocurrency's
22 value is going to be in the future.

23 185 Q. And so you said "similar to option
24 trading," so you would buy a -- you would buy
25 something that allowed you to buy bitcoin or

1 another cryptocurrency if it reached a certain
2 value, a certain price; is that correct?

3 A. Yes.

4 186 Q. Okay. Right. And what kinds of
5 cryptocurrency are we talking about here?

6 A. Dogecoin, Solana, bitcoin, BNB,
7 which is Binance coin, Cardano, Therium. There has
8 been hundreds of what they call shit coins, which
9 essentially are pump and dumps, which basically
10 means the coin can -- individuals can push the
11 market and make a coin's value go up an insane
12 amount, like, 40,000 percent in less than 24 hours,
13 and then essentially the coin will just dump and
14 drop right away. There was hundreds of those. I
15 don't remember the name of every single one of
16 them. And I remember SafeMoon was one of them
17 and -- yeah.

18 187 Q. Okay. And so I think, suffice it
19 to say, you were investing in a variety of
20 cryptocurrency?

21 A. Correct.

22 188 Q. Right. And was that right from
23 the beginning, or when you started were you only
24 investing in one kind?

25 A. No. When I started I was

1 investing in a variety as well. I obviously
2 started investing just in one kind to learn the
3 ropes and get used to it, but shortly thereafter,
4 that's when I started -- I would have started, I
5 guess you would say, diversifying within the
6 cryptocurrency world and investing in other coins
7 and --

8 189 Q. And -- sorry, I didn't mean to
9 speak over you.

10 A. Sorry, and start trading coin to
11 coin.

12 190 Q. Okay. And you started with
13 bitcoin?

14 A. Yes.

15 191 Q. Okay. Foreign currency profits we
16 had also talked about?

17 A. Yes.

18 192 Q. So do I understand that's sort of
19 the same thing, you would have foreign currencies
20 in a brokerage account somewhere, and if those
21 foreign currencies increased in value, you would
22 withdraw the same amount from your various bank
23 accounts?

24 A. Essentially, yes.

25 193 Q. Right. And I think you said

1 before when you say "essentially," you mean yes,
2 so --

3 A. Yes.

4 194 Q. Yes. Okay.

5 A. Sorry, I'll just try to keep it to
6 yes. I'll try to eliminate "essentially" from the
7 vocabulary for the next few hours.

8 195 Q. I understand. Appreciate that.

9 A. Mmhmm.

10 196 Q. Okay. And let's just start from
11 when you were living at [REDACTED]. Other
12 than these sources of funds, these profits, did you
13 have any other source of funds? Like, were you
14 employed?

15 A. I was not employed at the time,
16 no.

17 197 Q. Okay. Were you employed at any
18 time after that?

19 A. No.

20 198 Q. Okay. Did you ever work for GTA
21 Exotics?

22 A. No.

23 199 Q. At some point you started
24 investing other people's money?

25 A. Yes.

1 200 Q. Right. And it started with
2 friends and family?

3 A. Yes.

4 201 Q. And so that would have started,
5 what, after -- so that would have started sometime
6 after April or August of 2020, after you returned
7 from Fanshawe College?

8 A. Yes.

9 202 Q. Right. And it started with family
10 or friends first?

11 A. Friends first.

12 203 Q. Friends first?

13 A. Yes.

14 204 Q. Right. Okay. Which friends?

15 A. There were a group of people that
16 I used to hang out with in the -- before summer of
17 2020 I started hanging out with them. It was a
18 group of -- it was a group of six to seven people.
19 The first two -- I remember the -- I remember the
20 first two investors because they both started at
21 the exact same time, and their names were Aaron
22 A-A-R-O-N, last name [REDACTED], and
23 then his friend Carson, C-A-R-S-O-N, and I forget
24 Carson's last name.

25 205 Q. Okay.

1 A. They both live in [REDACTED].

2 206 Q. And who were the other friends?

3 A. There were investors that came in
4 after them. One of their names were -- was Jarret,
5 J-A-R-R-E-T, last name is Barbara, B-A-R --
6 B-A-R-B-A-R-A, Barbara.

7 207 Q. Okay. So I think you said there
8 were six or seven friends, so that's three?

9 A. Yeah, there was six to seven
10 friends in the group, but not all of them invested.

11 208 Q. Okay.

12 A. I just remember Carson and Aaron
13 because they were the very first two, and they did
14 it at the exact same time, and then I remember
15 Jarret as well because he used to come around that
16 group every once in a while. He was -- he was more
17 so of an acquaintance of mine, but a mutual friend
18 of theirs.

19 209 Q. Okay. So when you say the exact
20 same time, what time was that?

21 A. I remember it being warm out, so
22 it would have been early or late summer.

23 210 Q. Of 2020?

24 A. Yes. So it would have been a
25 month or two after I graduated school.

1 211 Q. Right. How much did they invest
2 with you?

3 A. Well, the two of them combined
4 less than -- less than 10,000.

5 212 Q. And Jarret?

6 A. I think I remember Jarret doing
7 only a couple or a few thousand.

8 213 Q. And when was that?

9 A. Shortly after Carson and Aaron.

10 214 Q. Okay. And they started investing
11 with you because they heard you had made successful
12 investments?

13 A. Yes.

14 215 Q. And you told them that?

15 A. Yes.

16 216 Q. Right. How did you tell them
17 that? In person? By email?

18 A. It would have been in person. I
19 think the way it happened, if I remember correctly,
20 is when we were driving around in some of the
21 cars -- or when we were driving around -- because
22 it was -- it was a car group, so they -- just
23 individuals that are into cars, I guess, they like
24 modifying their cars, they like old cars, they --
25 they treat their cars like it's their baby. At the

1 time I rented a few cars from GTA Exotics, and I
2 would bring them around to show some of my friends,
3 and then they asked where I got them from, told
4 them I rented the cars. They were asking how much
5 the car rentals were, and then basically as the
6 conversation went on, I -- I don't remember exactly
7 how the conversation happened back then, but they
8 asked me if they -- I could either teach them or if
9 they jump onboard with what I was doing or
10 something and so forth along those lines.

11 And then I do remember consulting with
12 one of my other friends at the time. His name was
13 David, common spelling, last name Munro, M-U-N-R-O.
14 Him and I -- or he said, okay, you are successful
15 in trading. I've seen you trade before. Let's --
16 you could potentially make some money or you could
17 start a business maybe where you kind of start your
18 own brokerage or you start your own fund, and
19 that's where that idea came.

20 And then Carson and Aaron basically
21 said I want to give you money, can you do something
22 with it, and I wanted to help them out as friends,
23 so I said, sure. I told them obviously there is a
24 risk associated with every single investment. They
25 said, okay, that's fine. And then I remember

1 meeting up with the both of them at the same time,
2 and then that's when -- to discuss more, and then
3 that's when everything kind of started.

4 217 Q. Right. So you were renting cars
5 from GTA Exotics, you said?

6 A. Yes.

7 218 Q. And I know there were quite a few
8 luxury cars in your life at one point, so fair to
9 say this was a luxury car?

10 A. Yes.

11 219 Q. Right. More than one?

12 A. Yes. It was a variety of
13 different cars that GTA Exotics had.

14 220 Q. Okay. And how much would you say
15 the rent for those cars was?

16 A. Depending on the vehicle, they
17 would range anywhere between \$300 per day all the
18 way up to \$2,000 per day.

19 221 Q. And is that what you would do, you
20 would rent them by day?

21 A. Yes, either by day or by half-day.
22 Sometimes I remember at GTA Exotics they would give
23 me cars for free sometimes because after I
24 started -- after I rented a couple of cars there, I
25 told them that I brought the cars to, like, these

1 car meets or car shows out in Durham. They got a
2 lot of attention, a lot of questions as to whose
3 the car was, where it came from, so then he -- or
4 GTA Exotics -- them at GTA Exotics, they pretty
5 much would say, okay, well, if we give you this
6 car, you could go over to these car meets and then
7 maybe bring some T-shirts with you as well that
8 were branded GTA Exotics and bring them to these
9 car meets and maybe use it as an advertising gig,
10 and could get the car for free for the night or for
11 the day or --

12 222 Q. Okay. So I guess what I don't
13 quite understand yet, and I'm hoping you can help
14 me with, is you're --

15 A. Yes.

16 223 Q. You're investing on your own in
17 cryptocurrency while you were in high school and at
18 Fanshawe College and, I suppose, for a short period
19 while you're home before you moved into
20 Mr. Chang's -- to [REDACTED]?

21 A. Mhmm.

22 224 Q. And you told me that you paid for
23 the rent for that house from cryptocurrency
24 profits, but that meant that you would withdraw
25 amounts from your bank account when your

1 cryptocurrency appreciated in value, right?

2 A. Yes, yes.

3 225 Q. Where did that money in your bank
4 account come from? Like, how did you have money in
5 it to withdraw?

6 A. Some of that money would come from
7 foreign exchange profits as well, and some of it
8 would come from cryptocurrency profits, some of it
9 came from me selling cryptocurrency as well because
10 I used to sell cryptocurrency to individuals, and
11 then they would either give me cash or they would
12 eTransfer me for the cryptocurrency, and the cash,
13 sometimes I would go and deposit it into my bank
14 account, or sometimes it was just living money,
15 grocery money, so on and so forth. And say, for
16 example, if I had \$100,000 in a cryptocurrency
17 account, and then that 100,000 appreciated to
18 110,000, and then an investor started investing
19 with a \$2,000 investment, and then eTransferred me
20 the funds, I would treat that \$10,000 profit as now
21 \$8,000 profit, if that makes sense.

22 226 Q. I didn't quite follow that, so can
23 you explain that to me another way?

24 A. I thought I explained it pretty
25 well.

1 MR. SIMAAN: Well, which part of it
2 do you say -- there was, like, a lot of different
3 things.

4 A. Yeah.

5 BY MR. SOUTTER:

6 227 Q. Well, let me ask you this: You're
7 using this example that you had \$100,000 worth of
8 bitcoin in an account, right?

9 A. Cryptocurrency.

10 228 Q. Okay, cryptocurrency. Did you
11 actually have \$100,000 in cryptocurrency in an
12 account?

13 A. That exact -- like, that exact
14 amount?

15 229 Q. No. At least that much.

16 A. Yes.

17 230 Q. Okay. Which account was that?

18 A. Binance.

19 231 Q. Binance. So --

20 A. Yeah, Binance.

21 232 Q. Okay. So when you were living at
22 [REDACTED], you had at least \$100,000 in
23 cryptocurrency in your Binance account, and if it
24 would appreciate in value, you would take out the
25 amount of the appreciation from one of your bank

1 accounts, right?

2 A. Yes.

3 233 Q. And you had money in your bank
4 accounts because you had previously sold some
5 cryptocurrency to other people?

6 A. Yes, or it could have been money
7 from, again, family for birthdays, Christmas,
8 holidays, anything. I know --

9 234 Q. We're talking about -- sorry?

10 A. -- I was collecting CERB at the
11 time too, so every single month I would get a
12 couple thousand dollars from CERB. I know I was
13 getting some tax return benefits as well.

14 235 Q. But we're talking about thousands
15 of dollars every month, right?

16 A. Yes.

17 236 Q. So were you receiving thousands of
18 dollars every month from family?

19 A. Not thousands every month from
20 family, no.

21 237 Q. So 1,000 or hundreds?

22 A. No, not hundreds.

23 238 Q. So when you say you received money
24 from family, what are we talking about here?

25 A. A few hundred to a couple

1 thousand, a few thousand at most, but --

2 239 Q. Every month?

3 A. Not every month. My birthday
4 month, the holidays.

5 240 Q. Okay.

6 A. Namely that, so end of the years
7 it would have been thousands.

8 241 Q. Right, but the primary source of
9 your money in your bank accounts, it must have been
10 from the sale of cryptocurrency, right?

11 A. Yeah, it would have been from
12 selling cryptocurrency, and then, like I said, the
13 money in my bank accounts. It was also -- since I
14 treated everything like one pool, so if investors
15 wanted to invest, then they eTransferred money, or
16 if they did up drafts or wrote cheques, wired
17 money, it would go into that bank account, and then
18 I would then essentially subtract that amount off
19 of the cryptocurrency gains and profits that I
20 would have or the foreign exchange profits that I
21 would have in those markets.

22 242 Q. Okay. So you said you started
23 with some friends. They were your first investors,
24 right?

25 A. Yes.

1 243 Q. And then your family started
2 giving you money to invest?

3 A. Yes.

4 244 Q. Right. And when did that start?

5 A. I can't remember when my family
6 started investing, to be quite honest with you.
7 It -- I can't remember if it was the end of 2020,
8 or I can't remember if it was the start of 2021. I
9 believe it -- hmm. I believe it would have been
10 the end of 2020.

11 245 Q. Right. And when you say family,
12 is that your father, Dragan Pleterski?

13 A. Yes, immediate family, so my
14 parents, I think my -- some of my extended family
15 started in the beginning of 2021 or mid-2021 or
16 within that calendar year.

17 246 Q. Okay. And just so that I'm sure
18 we're on the same page, your parents are Dragan
19 Pleterski, that's D-R-A-G-A-N, and that's your
20 father, right?

21 A. Yeah, yes.

22 247 Q. And your mother is Kathy
23 Pleterski, K-A-T-H-Y, right?

24 A. Yes.

25 248 Q. Right. How much were they

1 investing with you?

2 A. I can't remember how much they
3 started with, or I can't remember how much they
4 invested with me.

5 249 Q. Okay. Are we talking about 50 or
6 \$100,000?

7 A. I think it -- if I remember
8 correctly, it would have been within that range.

9 250 Q. Okay.

10 A. Yeah, I think --

11 251 Q. Where did they get that money
12 from?

13 A. I don't know. I guess that would
14 be a question for them. I know they have been
15 working, and my dad operated his own business for,
16 like, 30-something years, and I know they have
17 their own investment accounts. Yeah, my parents
18 are very --

19 252 Q. Okay.

20 A. My parents are very private with
21 their finances.

22 253 Q. Have they been repaid?

23 A. Yes. Yes.

24 254 Q. And when was that?

25 A. 2021, I believe.

1 255 Q. Okay. And was that the -- were
2 they repaid the same amount that they invested, or
3 did they receive a return on their investment?

4 A. I think they received close to the
5 amount that they put in. I don't remember if it
6 was equal to the amount, just under or just above.

7 256 Q. Okay. So why were they repaid in
8 2021, did they ask to be repaid, or what happened
9 there?

10 A. Well, yeah, they -- because they
11 were an investor as well, right, so they would
12 treat it and ask for money from their investment
13 account, just as other investors would.

14 257 Q. So they didn't receive everything
15 all at once; it was overtime?

16 A. Yes.

17 258 Q. Okay. After friends and family,
18 you started investing for people outside those two
19 groups, right?

20 A. Yes.

21 259 Q. So third parties?

22 A. Correct.

23 260 Q. And you treated their money the
24 same way; it was all in a pool?

25 A. Correct.

1 261 Q. Right. So I think Sascha Singh
2 was one of those third-party investors?

3 A. Yes.

4 262 Q. Right. And he started investing
5 with you in April of 2021?

6 A. I don't remember the month that he
7 started, but it may have been around that time.

8 263 Q. Sounds right?

9 A. Yeah, around that time.

10 MR. SIMAAN: Like, I'm just a
11 little worried we're sort of guessing at dates and
12 stuff, and maybe that's fine. I'm just a little --
13 if we've got the documents, can we just, like, put
14 them to the witness and get it sort of determined
15 right now? Because I think it will sort of help,
16 you know, with allowing the witness to kind of
17 recall the events as we two along. I just don't
18 want to have to, like, you know, come back and say,
19 oh, well, look, it turns out he started investing,
20 like, six months earlier when we have those
21 documents available right now.

22 MR. SOUTTER: Thank you.

23 MR. SIMAAN: And if you don't want
24 to put them to him, that's fine, but if you just
25 sort of -- if you've got access to them, Alex,

1 maybe you could just sort of say something like,
2 look, according to his contract maybe or something
3 like that, I don't know what it would be, or if you
4 just sort of say, you know, I can put it up on the
5 screen if you want to, or you can just take my word
6 that it's dated this date, does that sound about
7 right, you know, just something that will --
8 because we're just doing a lot of guessing about
9 dates and stuff like this, and I'm just not sure if
10 that's going to help with the record going forward,
11 and then it's going to have to bring us back and
12 sort of have to get examined on this examination,
13 which will sort of be a waste of time.

14 BY MR. SOUTTER:

15 264 Q. So these third-party investors had
16 also heard that you had made successful
17 investments, right?

18 A. That's what they tell me.

19 265 Q. Well, were you telling them that
20 you had made successful investments?

21 A. I told them I was trading in the
22 cryptocurrency space, and I was doing okay for
23 myself, and I told them I was trading in foreign
24 exchange as well.

25 266 Q. So I have asked a few questions

1 here about, you know, when people started to invest
2 and at what time and, you know, at what amount and
3 when they were repaid, et cetera, and I appreciate
4 you don't have a vivid memory of every penny on
5 every single day. Do you have records of those
6 investments?

7 A. Everything would have been in my
8 phone, which the trustee imaged.

9 267 Q. So is there a document -- did you
10 ever use a document to keep track of who invested
11 what amount and when?

12 A. Yes. There was a simple drawn-up
13 contract, one page in place. It was just print
14 name, print amount, print date, sign at the bottom,
15 and every time I would sign a contract, I would
16 usually take a picture of it with my phone, or it
17 would be over electronic DocuSign via email. If
18 there was a physical copy, each physical copy would
19 be with the investor.

20 268 Q. Okay, so sometimes you got these
21 by email?

22 A. Yes.

23 269 Q. Right. And was that your
24 [REDACTED] account?

25 A. Yes.

1 270 Q. Right. Would it have also been
2 your [REDACTED] account?

3 A. I don't believe so, no.

4 271 Q. Okay, or the admin account?

5 A. I also don't believe it would have
6 been the admin account.

7 272 Q. Right. The thirty 2 account?

8 A. No. I haven't used that email in
9 a few years.

10 273 Q. Right. So you'd have these
11 contracts, and maybe you took photos of them, and
12 maybe you got them by email, but would you keep an
13 actual record, like, a log of when someone
14 invested, what amount and what and when?

15 A. No, I never kept, like, an actual
16 log or a ledger.

17 274 Q. Right. So no Excel spreadsheet,
18 correct?

19 A. No.

20 275 Q. Right. And no, now, handwritten
21 notes in a book?

22 A. No handwritten notes, no.

23 276 Q. Right. So no document at all, no
24 records?

25 A. There was -- yeah, there was no

1 master record or no record of Excel spreadsheets of
2 when, who and whatnot. Everything was basically
3 over text message, and then the amount and whatnot
4 were just printed out on the contracts.

5 277 Q. The same goes, I guess, for
6 withdrawals, no records for withdrawals?

7 A. Correct. Everything was, again,
8 via section messages and whatnot.

9 MR. SOUTTER: Why don't we take
10 a short break. It's 11:14 by my clock. Should we
11 say 11:20?

12 MR. SIMAAN: Great.

13 (Recessed at 11:15 a.m.)

14 (Reconvened at 11:24 a.m.)

15 BY MR. SOUTTER:

16 278 Q. One of your investors was Matthew
17 Hinn, right?

18 A. Yes.

19 279 Q. H-I-N-N?

20 A. Yes.

21 280 Q. And he invested \$100,000; does
22 that sound right?

23 A. That sounds accurate.

24 281 Q. Right. And you'd text him about
25 this stuff, right? That's how you kept track of

1 these things?

2 A. I would -- I would text or DM
3 Matthew, or there were -- there were select
4 investors, a group of maybe ten to 15, if I
5 remember correctly, actually, where they
6 received -- they would receive spreadsheet
7 documents.

8 282 Q. Okay.

9 A. Just a free spreadsheet pretty
10 much showing their growth.

11 283 Q. Right. And was Matthew Hinn one
12 of these investors?

13 A. Yes, he was.

14 284 Q. Okay. I'm just going to show you
15 a screen shot of a text message here.

16 A. Yeah.

17 285 Q. Just let me know if you can see
18 this.

19 A. Yeah, I can see it. Hold on a
20 minute. Yeah, if I can zoom -- yeah, I can zoom in
21 as well.

22 286 Q. Okay. So this rings a bell; you
23 were texting with Matthew Hinn?

24 A. Yeah, that would have been me I --
25 yeah, that would have been me.

1 287 Q. Right. And I'll see if I can zoom
2 in for everyone's benefit here, but this is an
3 Excel spreadsheet, right?

4 A. Oh, now I'm too zoomed in. Hold
5 on.

6 288 Q. Sure.

7 A. Yes, that's a spreadsheet.

8 289 Q. Right. So this is a photograph of
9 a spreadsheet that you sent to Matthew Hinn?

10 A. Yes.

11 290 Q. And it say, initial investment
12 \$100,000 at the top?

13 A. Yes.

14 291 Q. And then one of the columns is
15 ROI. That's return on investment, right?

16 A. Yes.

17 292 Q. And then another is ROI return, to
18 translating that percentage to dollars?

19 A. Yes.

20 293 Q. And then on the far right there is
21 account balance, which is adding the ROI return
22 column to the initial investment, right?

23 A. Yes.

24 294 Q. Right. So, you know, I asked
25 before when you kept any records of these

1 investments, and you told me that it was just over
2 the phone, there were no other documents, no
3 records, but there's this Excel spreadsheet that
4 you kept, right?

5 A. I never actually kept or stored
6 anything on file. I would edit and change the
7 spreadsheets per the investors.

8 295 Q. So what does that mean? You never
9 actually saved this Excel spreadsheet anywhere?

10 A. No, I never saved the Excel
11 spreadsheets --

12 296 Q. So you would just --

13 A. Because when you send them in -- I
14 would send them an -- I would email them sometimes,
15 and then when you email them, you can just click on
16 it, and then it saves there in email.

17 297 Q. Okay, so some of these
18 spreadsheets you emailed to investors?

19 A. Yes.

20 298 Q. Right. And was that using your --
21 which email were you using for that?

22 A. That would have been the -- I
23 can't remember if it was the [REDACTED] email
24 or if it was the [REDACTED] email. It
25 was one of those two emails, though.

1 299 Q. Okay. How did you calculate this
2 ROI percentage?

3 A. The ROI percentage is basically
4 what cryptocurrency gains were or foreign exchange
5 gains were on a week-to-week.

6 300 Q. Right. So there was -- so you're
7 talking about this is how your entire portfolio did
8 over the week; do I understand that right?

9 A. Yes.

10 301 Q. Right. So in this first week, for
11 example, your entire portfolio went up by 6.59
12 percent?

13 A. Yes, that's what I calculated,
14 whatever week that was.

15 302 Q. Right. Is there any way of
16 checking this math? Do you have a record of your
17 portfolio value at that time?

18 A. I do not have a record of the
19 total portfolio value at that time, no.

20 303 Q. So would you have been investing
21 in -- you would have been using your Binance
22 account at the time, right?

23 A. I would have been using a variety
24 of accounts at the time. I would have been using
25 Binance, BRD. I would have been using

1 Wealthsimple, I would have been using FXChoice, I
2 would have been using another brokerage -- there
3 was another brokerage that I used. It was called
4 Vantage FX, vantage common spelling, and then FX,
5 no space. I don't believe they're still in
6 existence, though, because I know, similar to
7 Binance, they stopped serving Canadian users at a
8 certain time, and then I think that brokerage
9 totally blew up and shut down. There was also
10 another brokerage as well that I used, but not as
11 heavy. It was called Prosperity FX, Prosperity
12 common spelling, and then FX, again, no spaces.
13 And from what I recall and from what I remember,
14 those are the ones that I used. If others pop into
15 my head over the course of the call or after the
16 call if I remember using other ones, I will let you
17 know.

18 304 Q. Thank you.

19 A. Of course.

20 U/T

21 305 Q. So we would have to look at your
22 weekly returns on all of those brokerages to come
23 up with the 6.59 percent. Is that what I
24 understand?

25 A. Either that -- either that, or if

1 I know I made more than a certain value, say, for
2 example, if I know I made, like, 5.5, I would just
3 say 5 to leave a little bit of a push in it or 4.8
4 or something along those lines.

5 306 Q. So these are approximate values?

6 A. Yes, they're approximate, not
7 exact.

8 307 Q. So --

9 A. And --

10 308 Q. Go ahead.

11 A. Sorry. I wouldn't trade on
12 literally every single platform during the week.
13 Sometimes it would be, like, Binance and FXChoice
14 and Binance, FXChoice, Prosperity. It wouldn't be
15 every single platform.

16 309 Q. Right. And so you would sit down
17 with all of your account statements every single
18 week and figure out what the total percentage gain
19 was?

20 A. I wouldn't sit down with -- with
21 the statements. I would basically look at what I
22 started with at the beginning of the week and then
23 what I ended with.

24 310 Q. Right. What you started with
25 across all of your accounts?

1 A. Yeah, like, a general ballpark
2 figure.

3 311 Q. And what you ended with across all
4 of your accounts?

5 A. Correct.

6 312 Q. Right. I'm just going to scroll
7 down in this text message here. So after sending
8 the spreadsheet, you say, hey guys, there is your
9 account breakdown, Matthew, right? That's you?

10 A. Yes, it appears to be.

11 313 Q. Right. And you say, I have
12 accounting working on yours right now, Tanya?

13 A. Yes.

14 314 Q. Who's accounting?

15 A. I was accounting.

16 315 Q. So you're working on it?

17 A. Yes. I was working on hers by
18 editing the one that was in that screen shot or
19 that picture.

20 316 Q. Right. So why did you say
21 accounting?

22 A. I'm not sure. I could have said
23 I'm working on it as well. She -- Tanya -- Tanya
24 knew that I was the one that was working on it.

25 MR. SOUTTER: Okay. I think we'll

1 work this as the first exhibit, and I'll have it
2 uploaded to the share file folder.

3 MR. SIMAAN: Thank you.

4 EXHIBIT NO. 1: Screen shot of text
5 messages including a photo of a
6 spreadsheet sent to Matthew Hinn.

7 BY MR. SOUTTER:

8 317 Q. You said that you did this with a
9 few investors, right?

10 A. Yes, there was a small portion of
11 them.

12 318 Q. Okay. Who were those people?

13 A. I don't remember who every single
14 one was. I know Matthew was one. Tanya was one,
15 obviously. I think Stewart Wilson was one. His
16 girlfriend or wife or whatever they are, Victoria,
17 was another one. Who else? I remember a guy,
18 Jason Theofilos, was one. There was a couple,
19 Cara and Bob Funk, Cara spelled C-A-R-A, I think.
20 There are a few more, but off the top of my head
21 that's who I remember sending them out to via
22 spreadsheet.

23 319 Q. All right. So you didn't do it
24 with everyone?

25 A. No.

1 320 Q. All right. Just a few people?

2 A. Yeah.

3 321 Q. And so I understand the
4 spreadsheet, I mean, every week would you create a
5 new one and re-type out all the historical ROIs?

6 A. Well, the ROIs could have just
7 been copied and pasted because they were -- they're
8 the same week to week, so the ROIs typically would
9 stay, then it would just essentially be like a
10 starting balance that would switch and then the
11 name on it and any withdrawals or other deposits if
12 they did, I guess.

13 322 Q. Right. So, yeah, I mean, I
14 noticed there was a column for withdrawals. How
15 did you keep a record of withdrawals so you could
16 fill in that column?

17 A. It would be over text message
18 because they would always text me.

19 323 Q. Right.

20 A. And, like I said, sometimes the
21 spreadsheets were sent via email, so I could just
22 click on the spreadsheet, and then everything would
23 already be saved there.

24 324 Q. So you would refer to the last one
25 that you sent to them?

1 A. Essentially, yes. Yes.

2 325 Q. Right. Okay. You mentioned
3 Carson before. Is his last name Aiken?

4 A. No.

5 326 Q. No. That's a different Carson?

6 A. Yeah, I guess.

7 327 Q. All right. And then we spoke a
8 little bit about some of your emails. You also
9 have an email [REDACTED], like, the
10 numbers, correct?

11 A. Yes, yes.

12 328 Q. And that's [REDACTED]?

13 A. Yes.

14 329 Q. Okay. When did you start using
15 that email?

16 A. I started using that email when
17 the trustee had my phone wired, and I couldn't log
18 into my [REDACTED] email because I needed that
19 specific phone to gain access to that email.

20 330 Q. Right. I'm going to ask you some
21 questions about this Burlington property.

22 A. Okay.

23 331 Q. And you moved in there in March
24 2021?

25 A. Yes.

1 332 Q. And stopped living there in June
2 2022?

3 A. Yes.

4 333 Q. Right. And you had an agreement
5 to purchase that property, right?

6 A. I had an agreement to lease that
7 property, and then we talked about purchasing the
8 property as well, and the lease -- it was
9 structured for two years, and -- yeah, so the
10 lease, that was structured for two years, and then
11 if I remember correctly, there was an option that
12 the landlord presented to me to purchase the
13 property after the two-year lease.

14 334 Q. Okay. So I'm just going to pull
15 up a document here. Do you see that okay?

16 A. Yes, I can zoom in.

17 335 Q. So this is an agreement of
18 purchase and sale dated March 4th, 2021?

19 A. Okay.

20 336 Q. Do you see that?

21 A. Yes.

22 337 Q. Okay. And it lists the buyer.
23 That's you?

24 A. Yes.

25 338 Q. And the seller is a numbered

1 company, 1223408 Ontario Ltd.?

2 A. I see that.

3 339 Q. Right. Are those your initials at
4 the bottom there?

5 A. Yes.

6 340 Q. All right. And I'm scrolling down
7 here. This is the 11th page of the PDF. This is
8 your signature here?

9 A. Yes.

10 341 Q. Right.

11 A. Yes.

12 MR. SOUTTER: So why don't we
13 make this the next exhibit. I'll have it uploaded
14 to the share file as well.

15 EXHIBIT NO. 2: Agreement of Purchase
16 and Sale dated March 4, 2021.

17 342 Q. So you had agreed to buy this
18 Burlington property for \$8,490,000?

19 A. Yes. So this agreement, I do
20 remember only coming to effect -- coming into
21 effect if I was able to close on the home at the
22 end of the -- by the end of the lease term.

23 343 Q. Right. The closing would have
24 been March 10, 2023?

25 A. Yes.

1 344 Q. Right.

2 A. Yes, I see that, yes.

3 345 Q. Right. And you paid a deposit?

4 A. Yes, I remember paying a deposit.

5 346 Q. Right. To Garry Shapiro in trust?

6 A. That's what it says there, so,
7 yes, yeah.

8 347 Q. Right. So total 500,000 in two
9 installments. Do you remember that?

10 A. 500,000 in two installments?

11 348 Q. Yeah, a \$400,000 installment and a
12 \$100,000 installment.

13 A. Oh, yes.

14 MR. SIMAAN: That's what I thought
15 I remembered seeing, but just looking at this
16 document it says 100,000, so that's where it was.
17 Okay.

18 BY MR. SOUTTER:

19 MR. SOUTTER: Right. And who was
20 Mr. Shapiro?

21 A. Yes, Mr. Shapiro was the lawyer
22 for the landlord.

23 349 Q. Right. Your rent was
24 approximately \$42,000 a month?

25 A. Yes.

1 350 Q. Right. And you made 15 of those
2 rent payments?

3 A. I can't remember how many I made,
4 but...

5 351 Q. Okay. Your last payment was in
6 May of 2022?

7 A. Okay.

8 352 Q. Does that sound right?

9 A. Sounds about accurate.

10 353 Q. Okay. Other than the \$500,000 and
11 the rent that you paid to your landlord, those
12 \$42,000 a month, did you pay any other amounts to
13 the landlord?

14 A. No, I never paid any other amounts
15 of money to the landlord, no.

16 354 Q. Okay. 122 never -- that's the
17 vendor. I might refer to them as 122, okay?

18 A. Okay.

19 355 Q. So 122 never gave you written
20 notice it was terminating your lease, right?

21 A. No.

22 356 Q. No. Okay. Who did you negotiate
23 that agreement with?

24 A. I didn't negotiate. I didn't
25 really negotiate that agreement at all. I was

1 interested in the property and renting the
2 property, and I met with the landlords directly,
3 and then they decided to present the opportunity to
4 me where I could rent the home for -- for this
5 amount of dollars, and then if I'm successful on
6 closing the home, there's another agreement that
7 would go into place on a pre-existing purchase
8 price, and if I remember -- recall correctly, the
9 payments that I made, like, the rent payments
10 before, would go towards the purchase price of the
11 home.

12 357 Q. Okay.

13 A. That's -- I think that's how they
14 presented it to me.

15 358 Q. Okay. So you said you met with
16 the landlords directly. Who were you meeting with?

17 A. So I met with a gentlemen by the
18 name of Ray Gupta and his son Sandeep Gupta and
19 their lawyer Garry Shapiro.

20 359 Q. Okay. And Ray is R-A-Y, right?

21 A. I think so.

22 360 Q. And Sandeep is S-A-N-D-E-E-P?

23 A. Yes.

24 361 Q. Right. When did you meet with
25 them?

1 A. It would have been in the months
2 prior to the move-in. I don't remember the exact
3 date, but I'll say within a month and a half to
4 two -- I'll say within two months prior to the
5 move-in.

6 362 Q. Okay. So sometime February to
7 March or January to March of 2021?

8 A. Sometimes in that range.

9 363 Q. Okay. And they were
10 representatives of 122. They own that company; is
11 that right?

12 A. I believe so, if I was meeting
13 with them.

14 364 Q. Okay. Did you have any interest
15 in that company?

16 A. No.

17 365 Q. Right. Are you aware that the
18 Lakeshore property, the Burlington property, has
19 been transferred from 122 to another company?

20 A. I was not aware of that.

21 366 Q. Okay. So other than that first
22 meeting with Ray and Sandeep Gupta and their
23 lawyer, Garry Shapiro, have you met with them other
24 times?

25 A. Yes. I met with -- I met with

1 them other times as well to sign the agreements.
2 The meetings then in -- I only met -- I only recall
3 meeting with Ray the -- the one time, and then
4 after that it was mainly Garry and Sandeep.

5 367 Q. Okay. Were either Ray or Sandeep
6 Gupta investors?

7 A. No.

8 368 Q. You are aware that they are
9 associated with the Sunray Group of Companies,
10 right?

11 A. Yes.

12 369 Q. Right. Ray Gupta owns that group
13 of companies?

14 A. I believe so, yes.

15 370 Q. Right. And they own a number of
16 properties?

17 A. Yes, I know that.

18 371 Q. Right. You're currently living at
19 one, right?

20 A. Yes.

21 372 Q. Is that where you are now?

22 A. Yes.

23 373 Q. Okay. Do you pay rent?

24 A. No.

25 374 Q. No. Do you have an agreement with

1 either Ray or the Sunray Group regarding your stay?

2 A. I have a verbal agreement with
3 them stating I can stay here as however long I
4 like.

5 375 Q. Okay. So why would they agree to
6 do that?

7 A. Probably so I wasn't homeless.

8 376 Q. Okay. So what's your -- explain
9 to me your relationship with them.

10 A. He's my landlord.

11 377 Q. Well, you don't pay rent to him,
12 right?

13 A. No.

14 378 Q. And you're not living at the
15 Burlington property anymore?

16 A. No.

17 379 Q. Right. So you're telling me that
18 he's letting you live elsewhere for free despite
19 the fact you're not paying rent in respect to the
20 Burlington property?

21 A. Correct.

22 380 Q. Okay. And you're only
23 relationship with him is landlord?

24 A. Landlord, and I guess he could
25 also be, like, coach figure or mentor figure in my

1 life, especially right now, so...

2 381 Q. Okay. Sandeep Gupta, he had
3 several of your cars when you became bankrupt,
4 right?

5 A. Yeah. He was interested in
6 purchasing a few of them.

7 382 Q. And he had possession of them?

8 A. He had possession of a couple of
9 them, yes, or a few of them.

10 383 Q. Right. Like the Lamborghini
11 Huracan?

12 A. Yes, that was one of them.

13 384 Q. Right. Which other ones?

14 A. He had possession of that one. He
15 had possession of the McLaren Senna, an Audi R8. I
16 parked the Honda Civic Type R at one of their
17 properties, one of their hotel parking lots. And I
18 believe that was -- oh, and a Ferrari 488 Pista as
19 well.

20 385 Q. Let's talk about that Senna. You
21 bought it for \$1.5 million, right?

22 A. Yes, it would have been around
23 that price.

24 386 Q. Right.

25 A. I think it was --

1 387 Q. When was --

2 A. I think it was actually
3 slightly -- slightly less than that, and I believe
4 purchased that car the -- it was in the 2021
5 calendar year over -- it was over the summer. I
6 can't remember -- I can't remember if it was
7 mid-summer, late summer, but I remember in and
8 around that time.

9 388 Q. I mean, June 2022 you received an
10 offer to buy it?

11 A. I don't think I did.

12 389 Q. Okay. So I'm going to show you
13 some texts that might refresh your memory here.

14 A. Okay.

15 390 Q. So, you know, we talked about the
16 trustee imaging your phone?

17 A. Yes.

18 391 Q. These are text messages from your
19 phone?

20 A. Yeah.

21 392 Q. So these are messages between you
22 and a person, Horst Pfaff McLaren?

23 A. Where your cursor is?

24 393 Q. Right.

25 A. Yes.

1 394 Q. Right. And in the second row,
2 June 25th, 2022, you send an outgoing text to him
3 saying, okay, I'm just reaching out because as per
4 our convo I got an offer on my Senna of 1.85 M
5 yesterday morning?

6 A. Yes.

7 395 Q. Right. So that's 1.85 million?

8 A. Yes.

9 396 Q. Right. And then you go on, and
10 you say, they already gave me a deposit of 200K.
11 That's 200,000, right?

12 A. Yes.

13 397 Q. Right. Okay. So you got an offer
14 to buy the McLaren Senna?

15 A. So -- no, actually. So that text
16 was not accurate at all; however, I did send it to
17 him, so there was a lien on the McLaren Senna, and
18 with those types of cars -- with those types of
19 hyper cars, I thought the lien was a lien by
20 McLaren for a first right of -- very first right of
21 refusal for the car, so in order to get that lien
22 taken off, I had texted this to Horst, who I know
23 at McLaren Pfaff; however, it turns out the lien
24 wasn't put on by McLaren, the lien was actually a
25 fraudulent lien put on by somebody else that was

1 trying to export me for money at the same time, and
2 I believe that lien is still on that car.

3 398 Q. Okay. So when you told Horst that
4 you had an offer for your Senna, that was not true?

5 A. Correct.

6 399 Q. And when you told him that you got
7 a deposit for it of \$200,000, that was not true?

8 A. Correct.

9 400 Q. Right. You tell him a few minutes
10 later, the last of the blue rows here, we have
11 assigned agreement with it too, so you're talking
12 about at least in this text a signed agreement for
13 the sale of the car, right?

14 A. I would have been -- yeah, I
15 texted that to him.

16 401 Q. Right. Was that true?

17 A. No.

18 402 Q. No. And the text above that you
19 said, we did everything through my real
20 estate/business lawyer?

21 A. Yes.

22 403 Q. Who is that? Do you have a real
23 estate or business lawyer?

24 A. I used Garry -- so I used a couple
25 of lawyers, so to create businesses I used a lawyer

1 by the name of Jeff Levy, first name Jeff, common
2 spelling, last name Levy, L-E-V-Y.

3 404 Q. Okay. And just so we're
4 supervisor clear, is that J-E-F-F?

5 A. Yes.

6 405 Q. Okay. So he would create
7 businesses for you?

8 A. Yeah. So Jeff Levy would just
9 create businesses and companies for me, and then
10 for the real estate lawyer I also used Garry
11 Shapiro as well after I had met them through the
12 Burlington property.

13 MR. SOUTTER: Right. Okay. We'll
14 mark this as the next exhibit.

15 MR. SIMAAN: Is this the whole
16 document, just this one page?

17 MR. SOUTTER: It's an extract from
18 text messages, yes.

19 MR. SIMAAN: Okay.

20 EXHIBIT NO. 3: Extract of text
21 messages between Aiden Pleterski and
22 Horst Pfaff McLaren.

23 BY MR. SOUTTER:

24 406 Q. Okay. So you didn't see an
25 agreement to sell it, and you didn't ultimately

1 sell the car; you gave it to Ray Gupta instead?

2 A. I didn't give it to Ray. I gave
3 it to Sandeep.

4 407 Q. Okay. You gave it to Sandeep
5 Gupta, and that was in March of 2022?

6 A. Yes.

7 408 Q. Okay.

8 A. I think it was around that time.

9 409 Q. Okay. And that was security for
10 your obligations under the agreement to purchase
11 the Burlington property?

12 A. Yeah. So I started falling
13 behind, or the rent payments were coming in a
14 little bit late, like, a couple of days late, and
15 then I think they were getting a little bit nervous
16 because they were -- the rent payments were coming
17 in late, so they wanted some sort of security to be
18 held until the closing of the home, and then if I
19 was able to close on the home, I would get whatever
20 that security was back. And then the security that
21 was handed over was the security for the -- or was
22 the McLaren Senna. Now, since it was being held as
23 security for them, I obviously didn't want to incur
24 any costs for insurance or storage or anything like
25 that, so it was in their possession, and they were

1 incurring those costs, so they -- I remember them
2 taking the car at a lower -- at a lower value,
3 like, collateral value. It was somewhere between
4 50 to 70 percent of the vehicle's sale value or
5 retail value, I guess you could say, and, yeah,
6 I -- I remember it was being held by them, but I
7 can't remember if or when they actually signed it
8 over.

9 410 Q. Okay. So you knew in June of 2022
10 that the car was worth 1.85 million. I'm guessing
11 why you texted that to Horst, right?

12 A. I don't think it would have been
13 worth that much. That probably would have been a
14 little bit excessive.

15 411 Q. So one and a half million, then?

16 MR. SIMAAN: Well, one second.
17 Let's not be guessing at the numbers. He's
18 obviously said he's getting rid of his right of
19 first refusal, so he's going to give them a higher
20 number so that he doesn't want to enter into the
21 purchase was the concept, but, like, I don't think
22 he's qualified to just be guessing at valuations of
23 these things. That's something, I think, an expert
24 should be dealing with.

25 BY MR. SOUTTER:

1 412 Q. So I'm asking what you thought the
2 value was in June of 2022, and you said you didn't
3 think it was 1.85 million, and I just asked if you
4 thought it was 1.5 million.

5 A. I think 1.5 million would have
6 been more realistic.

7 413 Q. Okay.

8 A. Maybe even a little bit less than
9 that.

10 414 Q. Okay. I think at the first
11 meeting of creditors you said that the collateral
12 value was \$900,000. Sounds right?

13 A. It was around that ballpark, yes.
14 I remember it -- I remember it being less than a
15 million, but I can't remember the exact value.

16 415 Q. Okay. Did you have any agreement
17 with Sandeep or Ray Gupta regarding the transfer of
18 this vehicle or its use as collateral?

19 A. I don't remember having an
20 agreement with the two of them, no, other than just
21 verbal.

22 416 Q. Okay. Did you email them about
23 it?

24 A. I didn't email them about it, no.

25 417 Q. Okay. I'd like to ask you about a

1 different property.

2 A. Yes.

3 418 Q. 124 Hall Street in Richmond Hill.

4 A. I don't know what that property
5 is.

6 419 Q. Okay. So we're putting up a copy
7 of a cheque here. Do you see that?

8 A. Yes.

9 420 Q. I should say a bank draft,
10 actually.

11 A. Okay.

12 421 Q. I think that's what it is.

13 A. Yeah.

14 422 Q. So this is drawn from one of your
15 accounts; is that right?

16 A. Yes.

17 423 Q. Right. At TD?

18 A. Yes.

19 424 Q. And you bought it?

20 A. Yes.

21 425 Q. It was a \$100,000 bank draft?

22 A. Yeah.

23 426 Q. And on the "re" line we see 124
24 Hall Street, Richmond Hill?

25 A. I did not write that. That's not

1 my handwriting.

2 427 Q. Okay. So when you bought this
3 bank draft, it looks like in December 2021, right?

4 A. Yes.

5 428 Q. So when you bought the bank draft,
6 what were you buying it for?

7 A. I think that was a draft for a
8 creditor or an investor, like, a withdrawal.

9 429 Q. Like, paying them back?

10 A. Yeah, and they told me to make it
11 out to that company instead, Re/Max Gold Realty.

12 430 Q. Okay. Which creditor was that?

13 A. I can't remember which creditor it
14 was. It might be in my text messages on my -- on
15 my old phone if you were to do, like, a control F
16 or a find and then search Re/Max Gold Realty. I
17 don't know if that's an option.

18 MR. SOUTTER: Okay, so we'll just
19 mark that as the next exhibit and upload it to the
20 share file.

21 EXHIBIT NO. 4: Bank draft in the
22 amount of \$100,000.

23 MR. SIMAAN: I think you could also
24 just do a search for that property.

25 WITNESS: Yeah, absolutely, or if you

1 were to find the -- do a search on the company and
2 find out who the director was.

3 BY MR. SOUTTER:

4 431 Q. Jeff Levy, this lawyer who
5 incorporated businesses for you --

6 A. Yes.

7 432 Q. What businesses did he incorporate
8 for you?

9 A. I believe he did my AP Private
10 Equity email. There were a couple of other
11 companies as well that I had him incorporate
12 because I wanted -- I was thinking about starting
13 another business. There was one called Tersk
14 Business Solutions. I think I -- I created that
15 business with the exhibit to purchase other
16 businesses under that company. There was another
17 one called Tersk Garage Limited that -- I was
18 actually going to start going for OMBIX
19 certification and start my own car dealership. And
20 then there was another one -- another one that
21 started with Tersk. What was it called? Oh, Tersk
22 Developments Limited, and that one was intended for
23 purchasing real estate.

24 433 Q. Right. Did you purchase any real
25 estate through that company?

1 A. No.

2 434 Q. Did it have any assets?

3 A. No.

4 435 Q. What about Tersk Garage Limited?

5 A. Tersk Garage Limited I remember
6 putting a car lease under that company. I believe
7 it was for the Ferrari 488 Pista. I can't remember
8 if it was under that company or under my personal
9 name, but I remember trying to put it under that
10 company, but there were other certain stipulations
11 as to why I couldn't put it under that company, so
12 I think the lease was in my name, but that
13 company's name would have been somehow attached or
14 affiliated with that.

15 436 Q. Right. I'm going to pull up
16 another document here.

17 A. Yes.

18 437 Q. So this is a lease agreement.
19 This is the document you were talking about?

20 A. Let me see. Yes.

21 438 Q. Right. So you and Tersk Garage
22 Limited were co-lessees?

23 A. Yes.

24 439 Q. Right. I see you paid a cash down
25 payment of \$250,000?

1 A. Yes.

2 440 Q. Right. Where was that money from?

3 A. That money would have been from,
4 again, cryptocurrency and trading, money and
5 trading profits at the time.

6 441 Q. Right. Did you withdraw it from a
7 bank account?

8 A. I think so. Yeah, it would have
9 been a draft.

10 442 Q. Okay. Was that one of your
11 accounts or an account that Tersk Garage Limited
12 had?

13 A. It was one of my accounts.

14 443 Q. Right. So that was -- you said it
15 was proceeds of trading, so it was the money that
16 investors had deposited into your accounts, right?

17 A. It would have been from probably a
18 mix or a variety of things. It would have been
19 from investment money, it would have been from --
20 if I was buying or selling, I don't know, a variety
21 of things like precious metal and whatnot and so on
22 and so to the.

23 444 Q. Right. So either investor
24 deposits or the proceeds of your investments, which
25 were purchased using investor deposits?

1 A. Yeah, because, like I said, it --
2 I wouldn't -- I wouldn't move the gains from the
3 crypto markets or anything like that.

4 MR. SOUTTER: Okay. We'll mark
5 that lease agreement as the next exhibit.

6 MR. SIMAAN: Yeah.

7 EXHIBIT NO. 5: Lease agreement for the
8 Ferrari 488 Pista.

9 BY MR. SOUTTER:

10 445 Q. I'm going to pull up another
11 document here associated with that car.

12 A. Okay.

13 446 Q. So this is a credit application,
14 and that's your signature at the bottom, right?

15 A. Yes.

16 447 Q. Right. So you were applying for
17 credit on behalf of Tersk Garage Limited?

18 A. Yes.

19 448 Q. Right. And you identify yourself
20 as a director of that company?

21 A. Yes.

22 449 Q. Right. And that company has an
23 account with Scotiabank?

24 A. Yes, they do.

25 450 Q. Right. And your contact there was

1 a Khaled Dejani?

2 A. Yes. He was the branch manager
3 for the Burlington location.

4 451 Q. Right. And that's K-H-A-L-E-D,
5 and then Dejani is D-E-J-A-N-I?

6 A. Yes.

7 452 Q. Right. And he was your contact in
8 the just in respect of this account but other
9 accounts you had at Scotiabank, right?

10 A. Well, yes, however, I was -- I
11 knew a lot of the people at that branch, so I would
12 typically just walk in and then just see one of the
13 tellers, and then if Khaled was in his office, I'd
14 pop in and just say hi quick. It's not like I
15 would always message or email Khaled every single
16 time.

17 453 Q. Got it. But you did email him?

18 A. Yes.

19 454 Q. Right. And was that using the
20 [REDACTED] account?

21 A. No.

22 455 Q. No?

23 A. No.

24 456 Q. Was that the

25 [REDACTED] account?

1 A. Yes.

2 457 Q. Okay. So on this credit
3 application you list three major trade references,
4 right?

5 A. Yes.

6 458 Q. And the first is Steinbach
7 Kitchens?

8 A. Yeah.

9 459 Q. That's your father's company?

10 A. Yes.

11 460 Q. Right. Did Tersk Garage Limited
12 ever trade with Steinbach Kitchens?

13 A. Every trade with Steinbach
14 Kitchens?

15 461 Q. Buy other sell things from them?

16 A. No.

17 462 Q. Do any business with them?

18 A. No.

19 463 Q. No. Okay. And the second
20 reference is MTLI and then hyphen Commercial Moving
21 Company?

22 A. Yes.

23 464 Q. That's Mitchell Learning's
24 company?

25 A. Yes.

1 465 Q. Right. Did Tersk Garage Limited
2 every do any business with that company?

3 A. No.

4 466 Q. Okay. The third reference is the
5 Paljak Group, P-A-L-J-A-K?

6 A. Yeah.

7 467 Q. And the owner there is listed
8 Jake. Is that Jake Polenz?

9 A. Polenz.

10 468 Q. Polenz?

11 A. Yes.

12 469 Q. P-O-L-E-N-Z?

13 A. Yes.

14 470 Q. Right. Did Tersk Garage Limited
15 every do business with the Paljak Group?

16 A. No.

17 471 Q. Right. It never did any business,
18 right?

19 A. No, it never did any business.

20 MR. SOUTTER: Right. Okay. Mark
21 that as the next exhibit.

22 EXHIBIT NO. 6: Credit application for
23 the Ferrari 488 Pista.

24 BY MR. SOUTTER:

25 472 Q. I'm going to ask you some

1 questions about 725 Westney Road South in Ajax.

2 A. Okay.

3 473 Q. You used to rent space there,
4 right?

5 A. Yes.

6 474 Q. To store cars?

7 A. That was the intention.

8 475 Q. Okay. So you didn't actually
9 store cars there?

10 A. No.

11 476 Q. Did you store other things?

12 A. No.

13 477 Q. No. And Colin Murphy also rented
14 space there, right?

15 A. Yes.

16 478 Q. Right. And you and he entered
17 into an agreement to buy that property?

18 A. Yeah.

19 479 Q. Right. For 5 and a half million?

20 A. Yes.

21 480 Q. And there was a \$500,000 deposit?

22 A. Yes.

23 481 Q. Right. Did you pay that?

24 A. I paid that, yes.

25 482 Q. Right. The vendor -- do you know

1 who the vendor was?

2 A. I do not know who the vendor was.

3 483 Q. Who did you negotiate the
4 agreement with?

5 A. I didn't. Colin looked at me and
6 said, did you want to buy it -- do you want to buy
7 this place, and I was, like, sure, it would be
8 cool, and then he said, okay, I'll get everything
9 in place, and I was, like, okay, and then I heeded
10 the negotiating part of it.

11 484 Q. Okay. So I'm just going to put up
12 that agreement and make sure we're on the same page
13 here. So you see that?

14 A. Yeah.

15 485 Q. Right. So this is an offer
16 summary document, and then if I scroll down,
17 there's the agreement of purchase and sale?

18 A. Yeah.

19 486 Q. Right. And so this seller, 26493
20 60 Ontario Inc., do you know who the principals of
21 that company are?

22 A. No, I do not.

23 487 Q. No. But this is the agreement to
24 purchase the Westney property, right, and that's
25 your signature?

1 A. Where?

2 488 Q. At the --

3 A. Yeah.

4 MR. SOUTTER: Right. Okay. So
5 we'll mark that as the next exhibit.

6 EXHIBIT NO. 7: Agreement for Purchase
7 and Sale of 725 Westney Road South.

8 489 Q. So let's talk about Colin Murphy.
9 Who is he?

10 A. Colin Murphy is a guy that I met
11 in a car circle.

12 490 Q. Okay. And he was a business
13 partner of yours?

14 A. I wouldn't say he was a business
15 partner of mine. He started out as an investor,
16 and then he started bringing more money and more
17 money and more money and then eventually told me
18 that the money he was investing -- I can't remember
19 if he told me or if I found out otherwise, but
20 found out it wasn't actually his money, and then he
21 was -- I found out he was potentially raising
22 capital in other people's money without telling me
23 and then just giving it to me as an investment as
24 it was his.

25 491 Q. Okay. How much money did he give

1 to you in total?

2 A. I can't remember the exact amount,
3 but he physically gave me -- I know it was less
4 than 500,000, but -- I know it was less than
5 500,000, but I know it was greater than 250,000.
6 It was somewhere in that range, between 250 and
7 500,000.

8 492 Q. Okay. And was he repaid?

9 A. He was repaid.

10 493 Q. When was that?

11 A. Over the 2021 calendar year.

12 494 Q. Okay. So in installments or all
13 at once?

14 A. In installments.

15 495 Q. Okay.

16 A. He actually -- he actually
17 profited.

18 496 Q. So he received a return on his
19 investment?

20 A. Yes.

21 497 Q. How much was that?

22 A. The return was -- I think in total
23 back he received over -- I think he received over a
24 million dollars back, to be honest with you. I
25 can't remember the exact amount, but I know he was

1 one of the individuals that profited from this
2 investment.

3 498 Q. Right. So he invested between
4 250,000 and 500,000?

5 A. Yeah.

6 499 Q. And he received approximately a
7 million in total, or is that after being repaid his
8 principal?

9 A. No, in total. It could have been
10 a little bit more than that too. Like I said, I
11 can't remember the exact amount or the exact
12 figure.

13 500 Q. Okay. Do you have any records of
14 any of the investments made by Mr. Murphy for the
15 payments made to him?

16 A. I do not, no. If I do, they would
17 have been in my phone on the trustee images.

18 501 Q. Where is he now?

19 A. I have no idea.

20 502 Q. Do you have his contact
21 information?

22 A. I do, yes. I gave it -- I gave it
23 to the trustee in one of the early meetings, but I
24 know he disconnected his number or it's dead or
25 changed his number, but I did provide the trustee

1 with that image.

2 503 Q. So what you gave the trustee,
3 that's the only contact information you have for
4 him?

5 A. Yes.

6 504 Q. Okay. Does he have any of your
7 assets?

8 A. No.

9 505 Q. No. Nothing?

10 A. Nothing.

11 506 Q. Okay.

12 MR. SIMAAN: Well, when we say his
13 assets, I mean, I think he's responsible for
14 250,000 of that \$500,000 down payment, so do you
15 mean, like, an account receivable? Does that count
16 as an asset? It usually does in the financial
17 statement.

18 BY MR. SOUTTER:

19 507 Q. Does he have any of your tangible
20 personal property?

21 A. No.

22 508 Q. Did you have an agreement with him
23 about that deposit being paid?

24 A. Yeah. So I had a verbal agreement
25 with him stating that he was supposed to -- when it

1 came to closing on the property, the amount I would
2 pay would be subtracted by 250,000 because the
3 intention was to split everything down the middle,
4 but he said why don't you just pay the full amount,
5 and then when you go to close on the property, we
6 just subtract 250,000 off what you pay, and I said,
7 okay, no problem, and then obviously we didn't
8 close on the property, so -- sorry.

9 509 Q. Did you apply for financing to
10 purchase the Westney property?

11 A. No.

12 510 Q. No?

13 A. No.

14 511 Q. How about to purchase the
15 Burlington property?

16 A. No.

17 512 Q. Have you ever applied for a
18 mortgage?

19 A. No.

20 513 Q. So Jeff Levy helped you
21 incorporate APP Private Equity Limited, Tersk --
22 and that's T-E-R-S-K, right?

23 A. Yes.

24 514 Q. Right. Tersk Business Solutions
25 Limited, Tersk Garage Limited and Tersk

1 Developments Limited?

2 A. Yes.

3 515 Q. Right. Any other companies?

4 A. Off the top of my head, those are
5 the only ones that I remember him incorporating for
6 me.

7 516 Q. Okay. Do you have any other
8 companies?

9 A. No, I don't think so.

10 517 Q. Did anyone else help you
11 incorporate companies?

12 A. No.

13 518 Q. No?

14 A. Not from my knowledge, no.

15 519 Q. Okay. I'd like you to ask
16 Mr. Levy for a record of all companies that he
17 incorporated for you, okay?

18 A. Okay.

19 U/T

20 MR. SOUTTER: Okay. Why don't we
21 break there for lunch.

22 (Recessed at 12:25 p.m.)

23 (Reconvened at 1:22 p.m.)

24 BY MR. SOUTTER:

25 520 Q. Okay. So we had some discussion

1 off the record about email accounts, and I require
2 the login information for the following emails
3 accounts, [REDACTED],
4 [REDACTED],
5 [REDACTED] and
6 [REDACTED].

7 Now, I understand that you want to
8 consider that. In the event that you do not give
9 those things, those log in details, I would like
10 all emails from those accounts for the period
11 starting when Mr. Pleterski graduated from Fanshawe
12 college until the date of bankruptcy, and I
13 understand you're going to consider that as well?

14 MR. SIMAAN: Yes.

15 U/A

16 MR. SOUTTER: Those are the things
17 that we require, and hopefully once you've had an
18 opportunity to consider, we can have some further
19 discussion on that.

20 MR. SIMAAN: Yes. So just so we're
21 clear, the second part of it, the alternative, I
22 guess, requests that you're making, we certainly
23 would agree to and just sort of have to figure out
24 how to do that in a practicable manner, and it may
25 be the practical manner to do it is to do the first

1 one. I do note that you didn't ask -- I don't
2 think you asked for everything -- I don't think you
3 asked for everything, all the email accounts we
4 talked about this morning. I couldn't write them
5 down quick enough, everything you were just saying
6 there, but I seem to recall there were other ones
7 that you didn't mention like baseball thirty 2 or
8 thirty 2 baseball or something like that.

9 MR. SOUTTER: I left out the thirty
10 2 baseball because his evidence was that that was
11 never used for any of this business, so --

12 MR. SIMAAN: All right, but
13 certainly the one that had the AP -- I think
14 there's an AP equity one or something like that.

15 MR. SOUTTER:

16 [REDACTED].

17 MR. SIMAAN: Right. That one it
18 would be hard to imagine that we wouldn't give you
19 the login particulars for it, just given the times
20 of when it was sort of around and all that kind of
21 stuff or the admin as well, which I don't think
22 exists maybe anymore, I think is what I understood,
23 but I'm just going to take it all under advisement
24 right now, but I can certainly say the alternative
25 portion of it would be an undertaking.

1 MR. SOUTTER: Okay.

2 U/A

3 MR. SOUTTER: And just in terms of
4 timing, I know you're away for approximately a
5 week. Can we say the 7th? I think you're back by
6 then.

7 MR. SIMAAN: I'm back on the 5th,
8 so you want my position you mean by the 7th?

9 MR. SOUTTER: Well, your position on
10 the first request, and I understand there is no
11 issue at least as to some of the second one, so,
12 like, the login information for
13 [REDACTED], for example.

14 MR. SIMAAN: Yeah, right.

15 MR. SOUTTER: I understand there's
16 no issue with that, and if that's correct, then
17 maybe Mr. Pleterski either after the examination
18 today or right now or whatever could either tell me
19 or the trustee in writing what that access -- what
20 that information is.

21 MR. SIMAAN: Okay. Well, I think
22 that I want to have a discussion with him about all
23 of it just because I just don't know what the
24 answer is, first, and whether anything was used
25 unexpectedly for things that are totally personal,

1 private, I can't -- you know, it would seem kind of
2 odd, but I guess it's technically possible if
3 there's things in there that we don't -- aren't to
4 go out or we need some type of protocol for, but,
5 yeah, I mean, I'll certainly tell you our position.
6 I'm back in the office on the 5th, and certainly by
7 the 7th I can give you what our position is on all
8 of that. I mean, actually providing the documents,
9 that might take quite some time if we don't just
10 give you the coordinates, right, so I don't know
11 how long -- how that would -- how that's going to
12 be done.

13 MR. SOUTTER: Right. Well, we'll
14 have to start with your position, I think, so I'll
15 look forward to that by the 7th.

16 MR. SIMAAN: Sure.

17 MR. SOUTTER: All right.

18 U/T

19 MR. SOUTTER: And I had asked for
20 Mr. Pleterski to contact Jeff Levy and get a list
21 of all corporations he had helped incorporate, and
22 I'd like that list by the 7th as well, please.

23 MR. SIMAAN: Okay. So can I
24 just -- see, I'm not around to kind of follow up on
25 these things, and this is what the concern here is.

1 So just I'm talking to my client on the
2 record here, but I just want to be clear, Aiden,
3 that's something you need to do, like, after today
4 if we're ending early or tomorrow, to contact
5 Mr. Levy and ask him for that list. Are you clear
6 what it is you're doing? I know you're not writing
7 anything down here or anything, but --

8 WITNESS: Yeah, I'll just send Jeff
9 an email pretty much stating, hey, I need you to
10 supply me with a list of all the companies that you
11 incorporated for me.

12 MR. SIMAAN: Right. Okay. So
13 please do that because I'm not following up after
14 this. I'm going to be away, you know, right after
15 this is done, and so I won't be able to follow up
16 until the 5th, and that might be too late.

17 WITNESS: Okay.

18 MR. SIMAAN: Okay.

19 U/T

20 BY MR. SOUTTER:

21 521 Q. Okay. So we had had some
22 discussion about companies you incorporated and
23 emails. We recently got a video from Mason
24 Doucette. You know Mr. Doucette, right?

25 A. Yes.

1 522 Q. Okay. I'd like to show you that
2 video. He told us that he took it, I believe, on
3 June 13th, 2022, and his advice to us was that he
4 videotaped your email inbox, and I take it that
5 this is your [REDACTED] inbox?

6 A. Yes.

7 523 Q. Okay. And I see that --

8 A. Yeah, I think it's that email.
9 Sorry.

10 524 Q. And I see that you received a
11 number of emailed from FXChoice here?

12 A. Yeah.

13 525 Q. Right. I'm going to go to the two
14 minute, 19 second mark.

15 MR. SIMAAN: Sorry, so this video
16 is obviously going to be the next exhibit, I
17 assume, and you'll make it, I assume, a letter
18 exhibit, given that the witness doesn't know
19 what -- isn't familiar with this document, or at
20 least you're not asking him whether he's familiar
21 with the document, but when you say I'm just going
22 to the 2 minute -- we're just looking at stock
23 images of this video. Is this video just a video
24 of his phone; is that the idea?

25 MR. SOUTTER: So Mr. Doucette's

1 evidence was that he took this video on his phone,
2 but he was videotaping a computer screen at
3 Mr. Pleterski's [REDACTED] home, and on the
4 computer screen was the email account.

5 MR. SIMAAN: Okay, so, I'm sorry,
6 so you're saying is this something he was sharing
7 with him, like, on a Zoom or something like this?

8 MR. SOUTTER: No. This was just a
9 video that Mr. Doucette took on his phone of the
10 email account that was on the screen, on the
11 computer screen.

12 MR. SIMAAN: So he -- okay. Again,
13 we're not familiar with any of this stuff. I'm not
14 sure how legal any of this is, so I want to --

15 A. I never gave him email access.

16 MR. SIMAAN: I know. I want to
17 understand what the circumstance -- are you saying
18 that he, like, broke into his house and went onto
19 his computer and started videoing, like, what's on
20 his computer screen?

21 MR. SOUTTER: So I'm really just
22 going to ask about the emails that are videotaped
23 here, and, you know, this will just get marked for
24 identification purposes, right?

25 A. Even though he's not -- like, I

1 never gave him access to that email.

2 MR. SOUTTER: Okay.

3 MR. SIMAAN: Okay, so -- but
4 presumably these are things that are on this -- or
5 what email address is this?

6 MR. SOUTTER: So, I mean,
7 Mr. Pleterski confirmed that this was the
8 [REDACTED] email account.

9 A. It looks like that email account.
10 I'm not 100 percent sure if it's that email
11 account.

12 MR. SIMAAN: Okay.

13 MR. SOUTTER: So I'll just start
14 with --

15 MR. SIMAAN: Look, there's -- I'm
16 not sure under what Section 163 of the Bankruptcy
17 Act -- how much the rules apply here, but this is a
18 very strange kind of manner of which to put
19 documents to somebody. It's something that may be
20 illegally obtained, and so I'm not sure how
21 reliable I necessarily want to say that this
22 document is.

23 With all that said, assuming that this
24 is his account and because Aiden was of the view
25 that, you know, you had all this information

1 already because that's what he thought you were
2 imaging from his phone, I don't have a concern from
3 that perspective, but I do have a concern in that I
4 don't know what this evidence is. I don't know
5 what the chain of custody of it was, whether things
6 have been altered, and so, you know, I want to
7 reserve all rights as to whether any of this should
8 be ever admissible or referred to in the
9 proceeding.

10 With that said, please go ahead and ask
11 your questions.

12 BY MR. SOUTTER:

13 526 Q. Okay. So you see on the screen
14 here an email from [REDACTED].com to [REDACTED],
15 right?

16 A. Yeah, I see that. Sorry, excuse
17 me, yeah, I see that.

18 527 Q. Right. That's [REDACTED] your
19 landlord. That's his email address?

20 A. Yes.

21 528 Q. And her questions are regarding
22 funds held -- or, sorry, the content of her
23 email -- so she says, please see the below answers
24 from the Mauritius agent and FSC regarding your
25 activity approval. With reference to the client's

1 funds held with a 4X brokerage entity under the
2 personal name of Aiden Pleterski, we will
3 preferably need the funds to be transferred to the
4 clients, and then it's cut off.

5 And then the next line starts,
6 otherwise we will proceed further with the
7 processing of this order for registration as an
8 authorized company, and then it goes on before it's
9 cut off.

10 And at the bottom here, I wanted to
11 check with you if you want to order the company and
12 gather the information so we can have the same
13 incorporation in Mauritius or want to go with any
14 other jurisdiction we have discussed.

15 Do you see that?

16 A. Yes.

17 529 Q. Okay. And then Terry forwarded
18 that email to you. Do you see that?

19 A. Yes, I do.

20 530 Q. Right. So he says, Hi Aiden,
21 please see the below final confirmation from
22 Mauritius regarding the registration of our
23 operating company, right?

24 A. Yes.

25 531 Q. So you were attempting to open an

1 operating company in Mauritius with Terry Chang?

2 A. Yes. So I know that Terry had
3 extensive banker -- extensive background as a
4 banker, and I was thinking about opening up my own
5 foreign exchange brokerage, and I asked him to --
6 for some help since he had extensive banking
7 background, and essentially started poking around
8 in different jurisdictions for me, and he said
9 based on what I found for you, Mauritius would be
10 the best -- be like the haven of all jurisdictions
11 to open a brokerage in, so if you want to proceed
12 with this, essentially this is where it would --
13 this is what you have to do, but in order to
14 operate and run a foreign exchange brokerage, you
15 need a director onboard that has extensive
16 financial -- extensive -- what's the word I'm
17 looking for -- someone that worked or studied in
18 the financial industry and has worked for a minimum
19 of a certain amount of years or something like that
20 as a banker or something, and Terry was the only
21 connection that I knew, so I think that's what he
22 meant by our company, but we never ended up going
23 through and proceeding with opening it.

24 532 Q. Okay. So you don't have any
25 companies in Mauritius?

1 A. No, I don't.

2 533 Q. Right. And other than the ones
3 that we discussed, the Tersk companies and the
4 other bankrupt, AP Private Equity Limited, you
5 don't have any other companies?

6 A. To my knowledge, no, I don't
7 remember opening any other companies.

8 534 Q. Right. Did you discuss opening
9 any other companies?

10 MR. SIMAAN: I'm sorry, I don't
11 understand the question. Did he discuss opening
12 any other companies when? With whom? Like, what
13 are we referring to here?

14 BY MR. SOUTTER:

15 535 Q. Between the time that you
16 graduated Fanshawe College and the time that you
17 became bankrupt, did you discuss opening any other
18 companies with any person?

19 MR. SIMAAN: Okay, you know --

20 A. No.

21 MR. SIMAAN: Aiden, it's not
22 relevant. I can't imagine how that would matter,
23 you know, like, a discussion with somebody about
24 opening a company, you know, to do, you know,
25 something in relation to the World Cup Soccer event

1 coming up. Like, who cares? It's not -- that
2 goes -- it's whether he had any companies, and
3 you've got an undertaking that he's going to ask
4 Mr. Levy about that.

5 And presumably, Aiden, that will extend
6 further that if it turns out there's other lawyers
7 that incorporated companies for you, that you'll
8 have to advise about that too, but, you know,
9 discussion about opening other companies -- unless
10 you can tell me why that's relevant, I don't see
11 how that's relevant.

12 MR. SOUTTER: Okay. So I'm going to
13 mark this as -- we'll call it an exhibit for
14 identification purposes only, and that will be up
15 loaded to the share file.

16 MR. SIMAAN: Okay.

17 EXHIBIT A: Video taken by Mason
18 Doucette on June 13, 2022.

19 BY MR. SOUTTER:

20 536 Q. So we spoke before about the
21 Scotiabank account ending -- well, the Scotiabank
22 account that you had open since you were a young
23 child, right?

24 A. Yes.

25 537 Q. And your parents helped you open

1 that, or they opened that for you, right?

2 A. Yes.

3 538 Q. Right. And they had access to it?

4 A. Yes.

5 539 Q. And they could deposit money to
6 it?

7 A. Yes.

8 540 Q. Right. And they did sometimes?

9 A. They did sometimes, yes.

10 541 Q. Right. And they could make
11 withdrawals from it?

12 A. Yes, they can make withdrawals
13 from it as well.

14 542 Q. Right. I understood your father
15 bought some bank drafts from it, right? He did
16 that sometimes?

17 A. Yes, he did that sometimes. I
18 would ask him to purchase bank drafts when I was
19 out of the country because obviously I'm unable
20 to -- unless I have private banking, I'm unable to
21 wire money or perform any banking activity, like,
22 bank drafts or wire transfers while I'm out of the
23 country, and that's why he would purchase drafts
24 from it for me under my instruction.

25 543 Q. Okay. So I'm going to show a

1 document to you here.

2 A. Okay.

3 544 Q. This is one of those bank drafts,
4 right?

5 A. Okay, yes.

6 545 Q. Right. So your father purchased
7 this from your Scotiabank account?

8 A. Yeah.

9 546 Q. It's in the amount of \$80,000?

10 A. Correct.

11 547 Q. Right. And it was payable to Winn
12 Family Enterprises?

13 A. Yes. That is a company owned by
14 Chris Winn.

15 548 Q. Right. He's one of your
16 investors?

17 A. Yes.

18 549 Q. Right. So this was a repayment to
19 Mr. Winn?

20 A. Yes.

21 MR. SOUTTER: Okay. I'll make that
22 the next exhibit.

23 EXHIBIT NO. 8: Bank draft in the
24 amount of \$80,000.

25 BY MR. SOUTTER:

1 550 Q. I'm going to share another bank
2 draft here. So this is a bank draft. You'll see
3 it's dated September 13, 2021. It's in the amount
4 of \$203,511.30. It's payable to Zauber
5 International Leasing. Do you see that?

6 A. Yes.

7 551 Q. Right.

8 A. Yeah.

9 552 Q. And this is drawn from that same
10 Scotiabank account?

11 A. Yes.

12 553 Q. Right. And your father purchased
13 this?

14 A. I think I purchased that one.

15 554 Q. Okay. And you gave it to your
16 father to buy a 2017 Bentley Bottega, right?

17 A. No, I did not give it to him. I
18 surprised him with that Bentley as a gift.

19 555 Q. Oh, okay. So you purchased the
20 bank draft and used the money to buy the Bentley,
21 which you then gave to him as a gift?

22 A. Yes.

23 556 Q. Okay. Just a moment here. So I'm
24 going to pull up another document here. This is a
25 bill of sale for that Bentley?

1 A. Yeah.

2 557 Q. And it's with Zauber International
3 Leasing, the party that that bank draft was payable
4 to?

5 A. Okay.

6 558 Q. I see your father's name here as
7 purchaser?

8 A. Yeah.

9 559 Q. Whose signature is that at the
10 bottom?

11 A. That's mine.

12 560 Q. Okay. And I see your email is
13 listed here, [REDACTED]?

14 A. Yeah.

15 561 Q. Right?

16 A. Yeah.

17 562 Q. So am I interpreting this
18 correctly, that you bought the car, and you put it
19 in your dad's name?

20 A. Yes. It was an anniversary gift.

21 563 Q. Got it. Okay. So this bill of
22 sale and, I suppose, this ownership information,
23 this is something you would have received at the
24 time?

25 A. Yes.

1 MR. SOUTTER: Right. And the bank
2 draft, that's all in the same PDF. I'll mark that
3 as the next exhibit.

4 EXHIBIT NO. 9: Bank draft in the
5 amount of \$203,511.30.

6 BY MR. SOUTTER:

7 564 Q. So that was, what, a wedding
8 anniversary?

9 A. Yes.

10 565 Q. Right. Okay. I understand that
11 your father also bought a property in Indiana in
12 the United States of America in July 2021?

13 A. I think so, yeah.

14 566 Q. Right. That's [REDACTED]
15 [REDACTED], Indiana?

16 A. No idea what the address is.

17 567 Q. Okay, but they bought a property
18 there, right, in Indiana?

19 A. From my understanding, yeah.

20 568 Q. Right. And the price was \$226,500
21 US; is that right?

22 A. I have no idea what the price of
23 the home was.

24 569 Q. Okay. Did that withdraw that
25 money from one of your bank accounts?

1 MR. SIMAAN: Well, you keep saying
2 "they," so who is "they"? I thought you just said
3 his dad is the one who bought it.

4 BY MR. SOUTTER:

5 570 Q. Sorry. I understand that your
6 parents bought it jointly?

7 MR. SIMAAN: Oh, okay.

8 BY MR. SOUTTER:

9 571 Q. Thank you. And is that right,
10 they bought it, right?

11 A. Sorry, you cut out.

12 572 Q. I just wanted to know if that's
13 your understanding, they bought it jointly, your
14 parents?

15 A. I think so. I have no idea.

16 573 Q. Okay. And then I asked, they
17 withdrew the money for the purchase of that
18 property from one of your bank accounts, right?

19 A. To my knowledge, they didn't do
20 that.

21 574 Q. Okay. Does your brother [REDACTED]
22 [REDACTED] live there?

23 A. Yes.

24 575 Q. Does anyone else live there?

25 A. I'm not sure. I know -- currently

1 I'm not sure. I know he had roommates because I
2 went to visit him with my ex-girlfriend and
3 surprise him, and then there were two other
4 roommates there.

5 576 Q. Okay.

6 A. Or there was one other roommate
7 there, and then I think another roommate was living
8 there at the time as well, but they weren't
9 physically there; they were gone throughout the
10 time that I was there.

11 577 Q. Right. So you said before that
12 times your father Dragan would deposit money to
13 your Scotiabank account?

14 A. Yes.

15 578 Q. Right. Sometimes bank drafts,
16 right?

17 A. Yes.

18 579 Q. Or cash?

19 A. He never deposited cash to my
20 account.

21 580 Q. Okay. So I understand that some
22 investors would sometimes leave bags of cash with
23 your father when you were not around; is that
24 right?

25 A. I don't think investors left bags

1 of cash with my dad. I know he's -- my parents are
2 very uncomfortable around a lot of physical cash,
3 so I know for a fact he would have said no to that,
4 or my mom would have said no to that for sure.

5 581 Q. Okay. Did they leave -- do you
6 know if any investors left bank drafts with either
7 of your parents?

8 A. I typically didn't tell investors
9 to leave bank drafts with my parents because I
10 wanted to keep my family private, so typically I
11 would ask another friend or whoever was available
12 if I was out of the country to pick up a draft from
13 said investor, and then I would have my friend
14 deliver that to my dad to deposit into my account,
15 or I would have whatever friend or other relative
16 or whoever it was deposit it as a third-party
17 deposit.

18 582 Q. Okay. So sometimes one of your
19 friends would collect money from an investor --

20 A. Yes.

21 583 Q. -- in the form of a bank draft and
22 give that to your dad to be deposited to your
23 account?

24 A. Yes.

25 584 Q. Right. And would he just do that,

1 or would he let you know that he had a bank draft?
2 He'd give you a heads up?

3 A. He would always give me a heads up
4 when he receives it on hand, and then he's say what
5 do you want me to do with it, do you want me to
6 hold it? Do you want me to deposit it? It's in
7 your name, it belongs to you, so let me know, and
8 then I would either tell him if I knew I was coming
9 back in two days, I'd say, just told it there until
10 I come back. If I knew I would be gone for another
11 two weeks, I'd say just go and deposit it when you
12 can.

13 585 Q. Got it. So he'd just, like, shoot
14 you a text?

15 A. Sorry?

16 586 Q. He would just shoot you a text or
17 something?

18 A. No, we always talked on the phone.
19 I don't text my dad too often.

20 587 Q. Okay, but every now and again
21 would call, every now and again you'd text or one
22 or the other?

23 A. Typically -- typically always
24 phone calls because anytime they want to reach me,
25 they never text me, they always call me. Then if I

1 miss their call, they might send me a text saying
2 call me back when you get a minute, and vice versa.

3 588 Q. Okay. So when one of your friends
4 dropped off a bank draft to your father, he would
5 give you a call and sometimes would text you that
6 he gave you a call if he couldn't reach you,
7 correct?

8 A. Yeah, my mom is more so the one
9 that texts me saying, hey, call me back, but my dad
10 doesn't. I typically just -- I'll call him back
11 usually within the hour at max.

12 589 Q. Right. So did you ever text your
13 dad?

14 A. Yeah, I texted my dad.

15 590 Q. Okay. So, you know, we spoke
16 about how the trustee imaged your phone?

17 A. Yes.

18 591 Q. There were no texts with your
19 father on that phone, on the phones?

20 A. Okay.

21 592 Q. So what happened to those texts?

22 A. Well, I know a lot of stuff on the
23 phone didn't get backed up, and especially a lot of
24 iMessage conversations. I had a lot of photos as
25 well throughout a certain timeframe when you update

1 and transfer IOS devices -- because that phone is
2 an iPhone 13 Pro, and then I had an iPhone 11
3 before that, I think, or an iPhone X, I can't
4 remember which one I had, and then I ended up
5 getting a new known and just transferring it over
6 the iCloud, and not everything will transfer over
7 if you exceed the storage, so I guess his
8 conversation was one of the texts that didn't
9 transfer over.

10 593 Q. So when is that? When did that
11 happen?

12 A. When did what happen?

13 594 Q. The transfer that you were just
14 referring to.

15 A. Like, when did I switch phones --

16 595 Q. Yeah.

17 A. -- or when did I upgrade my phone?
18 I don't know. Probably, like, at this point about
19 a year ago or maybe -- no -- yeah, like, six, seven
20 months ago or so.

21 596 Q. So sometime between November of
22 2021 and February or March of 2022?

23 A. Maybe around that time or closer
24 to the start of the summer.

25 597 Q. Okay.

1 A. I don't remember the exact day.

2 598 Q. Okay. And are you telling me that
3 after that point or around the spring of 2022 you
4 had no texts with your father?

5 A. Yeah, to be honest with you, I
6 don't text my parents much. Like I said, we talk
7 on the phone.

8 599 Q. But you're telling me you had zero
9 texts with him?

10 A. I may have had messages with him
11 on WhatsApp, I may have had messages with him on --
12 on that platform, but --

13 600 Q. So did you have any texts with
14 your dad during that period?

15 A. If they weren't on my phone, then
16 no.

17 601 Q. Okay. Did you delete any messages
18 with your dad from your phones?

19 A. I didn't delete any messages with
20 my dad.

21 602 Q. With anyone?

22 A. I didn't delete messages with
23 anyone in particular on my phones, no.

24 603 Q. Okay.

25 MR. SIMAAN: Well, actually, did we

1 not delete -- okay. I thought maybe --

2 A. I don't think we deleted
3 solicitor/client information.

4 MR. SIMAAN: No, I don't think --
5 no, I don't think that was what it is. I
6 thought -- but maybe I'm misremembering. I thought
7 there was something like a fight with your
8 girlfriend or something.

9 A. No, sorry, there were texts that I
10 deleted. I deleted all my texts with my ex, Mya,
11 yeah, because after her and I broke up, I was --

12 MR. SIMAAN: You don't have to --
13 that's fine.

14 BY MR. SOUTTER:

15 604 Q. So we talked about this Bentley
16 that you gifted to your father before?

17 A. Yes.

18 605 Q. And you gifted other cars to your
19 family as well, right?

20 A. Yes.

21 606 Q. Right. So there was a 2021 Audi
22 e-tron that you gifted to your mother?

23 A. Yes.

24 607 Q. Right. That was in late May of
25 2021?

1 A. I think around that time, yeah. I
2 remember it being at the start of the year.

3 MR. SIMAAN: Aiden, sorry, I know,
4 like, you're not getting documents put in front of
5 you. I'm guessing that's because it doesn't really
6 matter on the dates, but please don't guess on the
7 dates. If you don't know what it is, then say you
8 don't know, just because counsel is saying that,
9 then if you remember that's true, say you remember
10 it's true. If you don't remember it's true, just
11 say I don't remember what the date was, and he'll
12 show you the date if it's important.

13 WITNESS: Okay.

14 MR. SIMAAN: Thank you.

15 BY MR. SOUTTER:

16 608 Q. So did you do the same thing for
17 that car, you bought a bank draft and then used
18 that bank draft to purchase the car in your
19 mother's name?

20 A. Yes.

21 609 Q. Right. Okay. And what was the
22 occasion for that gift?

23 A. She was driving a 2000 -- and I
24 don't even remember what year -- Honda minivan that
25 was on the brinks of breaking down, so she was in

1 need of a new vehicle.

2 610 Q. Okay. And when you gave it to
3 her, did you also give her cash?

4 A. No, I don't -- no, I didn't give
5 her cash with that.

6 611 Q. You didn't give her \$50,000 in
7 cash?

8 A. I don't remember giving her
9 \$50,000 in cash with that, no.

10 612 Q. Okay. Your mother since traded in
11 the car, right?

12 A. Yes, she has.

13 613 Q. Right. For a 2021 Volkswagen
14 Atlas?

15 A. Yes.

16 614 Q. A less-expensive car?

17 A. I believe so.

18 615 Q. Right. Do you know what she did
19 with the difference in value?

20 A. I believe based on trade-in value
21 it may have been an even trade because trade-in
22 value you're not getting full value for the
23 vehicle, right?

24 616 Q. Okay.

25 A. You're only getting about 70 to 80

1 percent.

2 617 Q. You also bought a car for your
3 brother Lucas Pleterski, right?

4 A. Yes.

5 618 Q. A 2021 Audi S5 Technik?

6 A. Yes.

7 619 Q. Right. Similar thing there, you
8 bought a bank draft and used that bank draft to pay
9 for the car?

10 A. Yes.

11 620 Q. Right. And that was \$103,147.72?

12 A. I don't remember the exact price,
13 but that sounds about right.

14 621 Q. Okay. Have you bought any other
15 cars as gifts for your family?

16 A. No.

17 622 Q. No?

18 A. No.

19 623 Q. Not a 2018 Porsche 718 Boxster?

20 A. No.

21 624 Q. No?

22 A. No.

23 625 Q. Your mother also has that car,
24 though, right?

25 A. Sorry.

1 626 Q. Your mother also has that car?

2 A. Yeah.

3 627 Q. And, what, your father bought that
4 for her?

5 A. Yes.

6 628 Q. And he withdrew the money for that
7 car from one of your accounts?

8 A. No.

9 629 Q. No?

10 A. No.

11 630 Q. So that's, like, a \$137,000 car,
12 right?

13 A. It was -- I don't know how much
14 that car is. I'm not very familiar with Porsches.

15 631 Q. Okay. Have you gifted cars to
16 other people other than your family?

17 A. No.

18 632 Q. No, never?

19 A. Never -- or, sorry, other than the
20 Audi 84 that I gifted to my girlfriend Mya.

21 633 Q. Okay. And when was that?

22 A. End of 2020.

23 634 Q. Okay.

24 A. I think it was around
25 Christmastime 2020.

1 635 Q. And how much was that car?

2 A. I can't remember how much it was.
3 I know it was between 50 and -- 50 and 80,000,
4 somewhere in that range.

5 636 Q. So did you withdraw -- or did you
6 pay by bank draft with that also?

7 A. Yeah.

8 637 Q. Right. So you purchased a bank
9 draft from one of your accounts?

10 A. Yes.

11 638 Q. And used that to buy the car?

12 A. Yes.

13 639 Q. Right. So I have some questions
14 for you about your deposit accounts. We have
15 talked about the Scotia one. Did your parents have
16 access to any other bank account?

17 A. No.

18 640 Q. No. Right. So I'd like -- so you
19 had accounts with Scotiabank, right?

20 A. Yes.

21 641 Q. And TD?

22 A. Yes.

23 642 Q. And BMO for a while?

24 A. Yes.

25 643 Q. And I think the Ukrainian Credit

1 Union; is that right?

2 A. Yes.

3 644 Q. Anywhere else?

4 A. Royal Bank, RBC.

5 645 Q. RBC. Anywhere else?

6 A. No, those were the only banks that
7 I had accounts.

8 646 Q. Anywhere in the world?

9 A. Anywhere in the world, no. That's
10 it.

11 647 Q. Right. So you had no accounts in
12 the Bahamas?

13 A. No.

14 648 Q. Or Turks and Caicos?

15 A. No.

16 649 Q. Delaware?

17 A. No.

18 650 Q. Or Mauritius?

19 A. No.

20 651 Q. Okay. I'd like to make sure that
21 we have a record of all of your deposit accounts,
22 so I'd like you to put a list together for me. I'm
23 going to read to you what I'd like you to have on
24 that list.

25 A. Okay.

1 652 Q. I'd like to have a list of all of
2 your deposit accounts -- of all deposit accounts in
3 your name with any financial institution. I'd like
4 the name of the financial institution, the branch
5 number or address, the account number, whether the
6 account is open or closed, and who had access to
7 the account.

8 A. Okay. I know the trustees already
9 have all of that information, but you want it
10 again?

11 653 Q. Well, I'd like to ensure that the
12 information we have is complete, so I'd like you to
13 prepare that list and make sure it is complete, and
14 then we can compare it with what we have and make
15 sure that it is.

16 A. Okay.

17 654 Q. Okay. Can we have that by the 7th
18 as well?

19 A. I can have that done for you today
20 because we just settled it.

21 655 Q. Great. Okay. Well, I'll expect
22 it by the end of the week, then, to make sure you
23 have enough time.

24 A. Okay.

25 MR. SIMAAN: Aiden, if you need me

1 to look at it, I'm unavailable after today, so --

2 WITNESS: No, yeah.

3 MR. SIMAAN: -- it would have to
4 be by the 7th, but if you are just giving stuff
5 today (inaudible).

6 A. Okay. We'll just leave it to the
7 7th, then, because I forgot Michael isn't going to
8 be available after 3:00.

9 MR. SOUTTER: Okay.

10 U/T

11 BY MR. SOUTTER:

12 656 Q. And I'd also like for a similar
13 list, and I'll read that to you.

14 A. Okay.

15 657 Q. So that one was accounts in your
16 name. I'd like a list of all deposit accounts in
17 AP Private Equity's name, the other bankrupt.

18 A. Okay.

19 658 Q. Right. Same details, so financial
20 institution, branch number or address, account
21 number, whether the account is open or closed and
22 provide access, okay?

23 A. Okay.

24 659 Q. Also by the 7th?

25 A. Okay.

1 U/T

2 660 Q. Okay. And you had bank accounts
3 in the same of the Tersk companies, right, one for
4 each of them?

5 A. Yes. All those bank accounts were
6 only opened under Scotiabank.

7 661 Q. Right. So I'd like a third list,
8 similar one, for all deposit accounts that you had
9 access to, other than those on the first two lists.

10 A. Okay.

11 662 Q. With the same information.

12 A. Okay.

13 U/T

14 WITNESS: Sorry, am I able to take a
15 30-second break just to use the washroom?

16 MR. SOUTTER: Yeah, why don't we
17 take five minutes. It's 1:55. We can be back at
18 2.

19 (Recessed at 1:56 p.m.)

20 (Reconvened at 2:03 p.m.)

21 663 Q. So we have spoken today about a
22 number of investment accounts or brokerages where
23 you held cryptocurrency or foreign exchange
24 currency?

25 A. Yeah.

1 664 Q. And is it right that from the time
2 that you started investing other people's money, so
3 after graduating from Fanshawe College, you were
4 primarily using Binance, or was that only for a
5 certain period of time?

6 A. It was for a certain period of
7 time after -- I remember the cutoff for Binance was
8 towards the end of 2021 because they were no longer
9 serving -- or if you were a Canadian citizen you
10 were no longer allowed to use Binance.

11 665 Q. Okay. And what was your primary
12 brokerage after that?

13 A. I used an anonymous wallet called
14 BRD.

15 666 Q. BRD?

16 A. Yes. It's just -- it's three
17 letters, BRD.

18 667 Q. Right. Okay. And that was your
19 primary, I guess, account; is that a fair word to
20 use?

21 A. Yeah, that's a fair word to use.

22 668 Q. Okay. So after you stopped using
23 Binance, you started using BRD, and that was your
24 primary account, that's where all the money was --
25 or all the cryptocurrency was?

1 A. That's not where all the
2 cryptocurrency was. That's where most of the
3 cryptocurrency was. There was some cryptocurrency
4 in Coinbase as well. There was also still some
5 cryptocurrency in Binance; however, when they
6 stopped serving Canadian citizens, the platform
7 stayed active within Canada. You just couldn't
8 trade on the platform. So you could still have a
9 balance on the platform and move that balance to a
10 different wallet for a certain period of time. I
11 don't know if you still can do that or still
12 can't -- or can't now, sorry, but -- yeah, and I
13 didn't start using BRD when Binance shut down. I
14 was using BRD since before then. It's just Binance
15 was the main platform that I would use.

16 669 Q. Okay. And BRD was the primary
17 platform until the date of the bankruptcy; is that
18 right?

19 A. Yes, for the cryptocurrency.

20 670 Q. Okay. And what about for foreign
21 exchange currency?

22 A. For foreign exchange it was
23 MyFXChoice. I also used Prosperity FX. And then
24 there was one other brokerage -- there may have
25 been one other brokerage or two other brokerages

1 that I had used or signed up for. One of them I
2 remember not depositing funds into at all. I
3 remember using Friedberg Direct briefly and
4 depositing a small amount of money into there. I
5 can try to find or get the name of that other one
6 as well. I just don't remember it off the top of
7 my head.

8 671 Q. Okay. So MyFXChoice, is that not
9 used for holding or trading cryptocurrency? It's
10 only foreign exchange currencies?

11 A. Yeah, they're a foreign exchange
12 broker. You can't hold cryptocurrency. Like, you
13 don't get a registered wallet address on -- or you
14 don't get a wallet when you register with
15 MyFXChoice, so MyFXChoice is only foreign exchange.
16 That's strictly it.

17 672 Q. Right.

18 A. You can margin trade
19 cryptocurrencies in it, but that's different than
20 trading cryptocurrency.

21 673 Q. Okay, so explain that to me.

22 A. So when you margin trade
23 cryptocurrency, basically you're essentially
24 gambling on a -- you're not actually purchasing the
25 currency when you're trading in foreign exchange.

1 When you're trading in foreign exchange or margin
2 trading, you're pretty much betting on a market to
3 go up, or you're betting on a market to go down,
4 but where you trade cryptocurrency on a
5 cryptocurrency platform, when you trade a
6 cryptocurrency, you actually own cryptocurrency, so
7 you can send bitcoin. You cannot send bitcoin from
8 FXChoice.

9 674 Q. Okay.

10 A. You don't own cryptocurrency on
11 FXChoice. You're simply just betting on the
12 fluctuation of the market.

13 675 Q. Right. And is it right that the
14 MyFXChoice account only ever had \$200,000 in it?

15 A. I believe it to have more than
16 200,000 at one point.

17 676 Q. How much?

18 A. The MyFXChoice, I don't remember
19 exactly how much it was at its peak. I'm sure that
20 could be found out through account statements from
21 the brokerage, though.

22 677 Q. Okay. Did it ever have a million
23 dollars in it?

24 A. I had more than a million dollars
25 into MyFXChoice at one time.

1 678 Q. More than 10 million?

2 A. I don't remember if it was more
3 than 10 million, but, again, that could just be
4 found out through account statements from the
5 brokerage.

6 679 Q. Right, and I'll come back to that,
7 but I just want to get a sense of what we're
8 talking about here in terms of magnitude.

9 A. Okay.

10 680 Q. Was there more than 25 million in
11 that account?

12 A. In the FXChoice account?

13 681 Q. Yes.

14 A. No, there wasn't more than 25
15 million in the FXChoice account.

16 682 Q. Ever?

17 A. Yeah, ever.

18 683 Q. Okay. Did you ever use OKX.com?

19 A. No, I've never heard of OKX.com.

20 684 Q. Or HITBTC.com?

21 A. I have never heard of that one
22 hereto.

23 685 Q. Okay. So I think I'd like to ask
24 you for another list here.

25 A. Yes.

1 686 Q. I'd like to ask you for a list of
2 all accounts where you held bitcoin or any other
3 cryptocurrency from the time that you started
4 trading other people's money, so when you graduated
5 from Fanshawe College, to the date of the
6 bankruptcy. And I'd like to know when that account
7 was opened, I'd like the account number, I'd like
8 to know whether the account is still open or not,
9 I'd like to know how much was put into the account
10 when it was opened.

11 A. Well, that information should --
12 or, no, that information would have been in my
13 phone when he imaged the phone, but I'm just
14 remembering the conversation we had earlier about
15 the emails. Sorry.

16 687 Q. Right. So I'd like that list by
17 December 7th as well, okay?

18 MR. SIMAAN: Okay.

19 A. Okay.

20 U/T

21 BY MR. SOUTTER:

22 688 Q. And you referred once or twice
23 during this examination to cryptocurrency wallets
24 where you held cryptocurrency?

25 A. Yes.

1 689 Q. Right. And are those still out
2 there? There is cryptocurrency in wallets out
3 there in the universe?

4 A. Are you talking specifically under
5 my name or that I control?

6 690 Q. Yeah, let's start within your
7 name.

8 A. No, there is none within my name.
9 The only active one was the Coinbase one that I
10 presented to the trustee.

11 691 Q. Okay. How about in other names
12 but that you controlled?

13 A. No, no.

14 692 Q. Okay. So the list I mentioned was
15 for cryptocurrency. I'd also like to ask you for a
16 similar list for foreign exchange currencies.

17 A. Okay.

18 693 Q. So I'd like a list of all accounts
19 where you held foreign currencies or traded foreign
20 currencies from the time that you started investing
21 other people's money until the date of the
22 bankruptcy. I'd like the list to include the
23 relevant account numbers, whether the account is
24 still open, how much was put into the account, when
25 it was opened, and I'd like that by December 7th as

1 well.

2 A. Okay.

3 U/T

4 694 Q. Okay. So that's cryptocurrency.

5 MR. SIMAAN: I just want to be
6 clear, Aiden. You're saying yes to all of these
7 things, but just if you can do it, that's fine. I
8 mean, it's -- we started off with a very easy
9 undertaking that you would give stuff that you had
10 already given and just kind of make sure it maybe
11 had a little bit of added information.

12 WITNESS: The cryptocurrency --

13 MR. SIMAAN: Just one second. I'm
14 just concerned that you're not understanding the
15 import of this. He's saying you have to have it by
16 December the 7th, and, I mean, you'll obviously I
17 would hope do your best effort to get it by
18 December 7th, but the idea behind December 7th is
19 that I'm back on December 5th.

20 And, counsel, this is not my only file,
21 as you might expect, and so it's one thing for me
22 to review an account statement. It's another thing
23 for me to review a whole bunch of other things, so
24 I'm getting concerned that you're getting tied to a
25 December 7th date of which I don't even know if

1 we'll have a transcript at that point in time. I
2 see Aiden is not writing any of this stuff down
3 because he was told not to have any notes in front
4 of him. So, you know, I think that, you know, you
5 need to stop being so married to this December 7th
6 date that was used for a very simple undertaking to
7 start with, and you're now asking for a whole bunch
8 of things which maybe he is able to retain all
9 these things in his mind, but also maybe not.

10 MR. SOUTTER: Right. Well --

11 MR. SIMAAN: So maybe you're going
12 to make a list of all these things for him and send
13 them out to him afterwards, which I can then
14 confirm with him when I get back and make sure that
15 there's answers, but he's not taking any of this
16 down, and I don't have any time because we had to
17 squeeze this in before I was leaving on vacation
18 to, you know, go through and do a list of
19 undertakings for him as well. So I just want to be
20 clear that I don't know how realistic all of this
21 is that you're -- when you're asking for, you know,
22 reams of information that has to be done, you know,
23 within two days.

24 MR. SOUTTER: Okay. So I've asked
25 for lists.

1 MR. SIMAAN: Yeah.

2 MR. SOUTTER: And we're happy to get
3 together the list that I've asked for and the
4 information that should form part of those lists,
5 and that I'm sure that that's something that the
6 trustee and Mr. Pleterski can communicate in
7 respect of, right? I'm not going to obviously
8 write to him directly. And, you know, they're just
9 lists, so I think December 7th is reasonable.

10 MR. SIMAAN: You're looking at
11 Mr. Pleterski, though, on the video. You see he's
12 not writing any of this down, so hopefully he can
13 get all of this, but you're asking for lists that
14 have, like, seven different subparts in them,
15 right? I want to know whether it's open, whether
16 it's not open, how much was in -- how much was put
17 into it, you know, would had signing authority on
18 it, et cetera. You know, it's -- I just want to be
19 clear that, you know, I'm not sure how realistic
20 all of this is. It was fine when you started for
21 that first list, but, you know, I think we need to
22 be a little bit more reasonable in terms of timing
23 for the rest of it because there have been issues
24 in the past of non-compliance obviously.

25 MR. SOUTTER: Thank you.

1 BY MR. SOUTTER:

2 695 Q. So I'm going to change tack here.
3 I understand that you've told the trustee that in
4 November of 2021 you sort of lost all of your
5 investments; is that right?

6 A. Yeah, when -- that's when the
7 cryptocurrency market started going downhill.
8 Obviously I didn't expect that was going to happen.
9 I don't think anybody really did. And then at the
10 start of the year I essentially tried to redeem
11 myself and tried to excel the returns to try to get
12 some people their money back, but obviously in
13 doing so I guess you could say greed took over, and
14 I -- I was taking very aggressive positions, and I
15 was trying to make returns that obviously weren't
16 feasible or weren't necessarily possible at the
17 time, and it just caused more losses, more losses,
18 more losses, and...

19 696 Q. Right. So in November 2021, you
20 know, what was your financial position with respect
21 to cryptocurrency? How much did you own?

22 A. I can't remember exactly how much
23 I owned because it was across -- it was across a
24 couple platforms, but I know it was north -- the
25 portfolio balance was north of 30 million, but I

1 can't remember exactly how much it was because it
2 was across a few platforms.

3 697 Q. Right. And that was -- are we
4 talking about cryptocurrency that you actually
5 owned, or are we talking about also foreign
6 exchange currencies, the entire pool of assets?

7 A. Yeah, when I say north of -- like,
8 when I say north of 30 million, I mean the pool of
9 funds, I mean the pool of assets.

10 698 Q. Right. And north of 30 million,
11 but less than --

12 A. Less than -- less than 50, 60
13 million.

14 699 Q. Okay. So there was never, like, a
15 nine-figure fund?

16 A. There wasn't a nine-figure fund,
17 no.

18 700 Q. Right. And some of that fund was
19 in cryptocurrency, not all of it?

20 A. Correct.

21 701 Q. And so when the cryptocurrency
22 market went down, what happened to the foreign
23 exchange assets that you held?

24 A. Well, when the cryptocurrency
25 market tanked, I tried to take some -- I tried to

1 make it back at first in foreign exchange and then
2 take some greedy positions in that market because
3 you are margin trade on leverage 500 to 1, which
4 is -- you can make a lot of money, but at the same
5 time you can lose your entire portfolio no matter
6 what size it is in less than 30 seconds.

7 And then I tried depositing more money
8 into cryptocurrency, tried depositing more money
9 into 4X, I tried exploring even bank investments as
10 well, like, mutual funds, for example, and manually
11 trading in the stockmarket and options trading
12 through platforms like Wealthsimple.

13 And then I created a Questrade account
14 as well, but I never deposited money to it, that
15 account was in my personal name and, yeah.

16 702 Q. Okay. So I guess we're having a
17 difficult time here following what your assets
18 were, right? Our understanding was that there was
19 only ever 200,000 in the FXChoice account, and, you
20 know, you've said that might not be exact, I
21 understand that, but our understanding is also that
22 there was only ever \$3 million deposited into the
23 Binance account. Is that right?

24 A. There may have been -- there may
25 have been a little bit more than that deposited

1 into the Binance account. I don't remember the
2 exact figure or the exact number as to what was
3 deposited into Binance.

4 703 Q. Okay, but by a little bit more,
5 we're talking 3 million and change or 4 million?

6 A. I don't remember exactly how much
7 because it was over the course of more than a
8 couple years technically if we're going all the way
9 back to when it was open in 2015 or 2016.

10 704 Q. Right. So, you know, you had
11 investors send you, let's say, at least \$25
12 million, right, is it fair to say that, at least
13 that amount?

14 A. I don't know exactly how much
15 investors sent me because I'm still hearing about
16 people that apparently gave me money that I had no
17 idea about, so --

18 705 Q. I mean, you know, I just want to
19 start with, like, is it fair to say you received
20 many, many millions from investors, like, 20
21 million perhaps, 15? Like, what can we agree on as
22 something that you know?

23 MR. SIMAAN: Don't guess, but
24 let's -- you know, he's asking you to commit to a
25 number that you believe you received from investors

1 to invest in whatever.

2 A. Okay. I can confidently say I
3 received at least 15 million.

4 MR. SOUTTER: Okay. I'm just going
5 to take a few minutes here. I see that we're
6 getting close to 3.

7 (Recessed at 2:24 p.m.)

8 (Reconvened at 2:31 p.m.)

9 BY MR. SOUTTER:

10 706 Q. So at least \$15 million from
11 investors, I think that's where we left off?

12 A. Yes.

13 707 Q. Right. I'd like you to help me
14 understand how that money was deployed and where it
15 went. I mean, you've said that you used Binance
16 for a period and then BRD for another period?

17 A. Mhmm.

18 708 Q. You said that you put money in
19 MyFXChoice and 4X.com, right?

20 A. Mhmm.

21 709 Q. And there may have been some other
22 brokerages, but, you know, you've told you our
23 understanding of the maximum amounts in those
24 accounts, right? Our understanding is that there
25 was only 200,000 in the MyFXChoice account and only

1 ever 3 million deposited into the Binance account,
2 and so can you help me figure out how that \$15
3 million was deployed or spent? Where did it go?

4 A. Well, like I said before,
5 everything was traded at one pool -- as one pool.
6 There was \$3 million deposited into Binance, but,
7 for example, like, when the Dogecoin boom happened
8 and it went from a fraction of a penny all the way
9 up to 10 cents -- or, no, it didn't go up to 10
10 cents. When it -- no, sorry, when it went from,
11 like, a fraction of a penny up to 10 cents and then
12 when it hit 80 cents, for example, that happened
13 been the course of a day, and it was nearly a --
14 what was it, like, a -- I think it was, like, 5,000
15 or 6,000 percent increase, and then that obviously
16 caused the value of the whole cryptocurrency
17 portfolio to blow up. So there was a lot more than
18 \$3 million in the Binance account, so then any
19 money coming in, I'd pretty much subtract it off
20 the top of the gains from that account from other
21 investors.

22 Now, there was also a coin called -- I
23 can't remember if it was SafeMoon or another coin,
24 but I made some money when one of these coins went
25 up 65,000 percent back in 2021. Now, 62,000

1 percent seems ridiculous, but it happened, and you
2 can look at the history of the coin, and it
3 happened within the span of literally 20 minutes.

4 710 Q. Okay. So --

5 A. And so I would make gains on that
6 portfolio, and then any money coming in from other
7 investors I knew that I had a giant pillow of
8 profit of funds growing in this account.

9 711 Q. So I'm going to see if I
10 understand this here. You had some funds, and you
11 had some cryptocurrency or foreign exchange
12 currency. When those assets appreciated, it's not
13 because you were -- well, they appreciated, and
14 then this \$15 million over time, that essentially
15 always stayed in your -- or the majority of it
16 always stayed in your bank accounts, and it was the
17 minority that was actually used to purchase crypto
18 or foreign currency?

19 A. Yes, essentially, and -- because I
20 had cryptocurrency portfolios growing in the
21 background, and the only time I would really kind
22 of withdraw from it -- for example, if an investor
23 wanted a withdrawal of \$10,000, for example, but
24 they wanted it in cryptocurrency, I would send them
25 that \$10,000 directly from the cryptocurrency

1 platform or a cryptocurrency platform where I had
2 cryptocurrency. Investors would sometimes request
3 bitcoin, or they'd sometimes request USDT, which is
4 Tether, which is another version of cryptocurrency
5 or another different cryptocurrency, and so on and
6 so forth.

7 712 Q. Right. And so the money actually
8 in your bank account or bank accounts, you would
9 just use that for personal expenses, I guess?

10 A. I would use it as personal
11 expenses, I would use it as a payout to other
12 investors and -- yeah.

13 713 Q. And that was always the case?
14 That was when you started and well into 2021, 2022
15 that that sort of business model was always the
16 same?

17 A. Well, yes, because I found it was
18 the easiest way to operate and do things instead of
19 going through all the steps to convert the
20 crypto -- convert cryptocurrency to, like, Canadian
21 dollars and then wire money from your -- from the
22 bank account over to Binance because I'm not sure
23 if you've had any experience purchasing
24 cryptocurrency through a bank account in large
25 amounts, but it's extremely, extremely hard to do

1 because of regulatory standards, so you have a do
2 little amounts at a time. For example, one of the
3 most popular wallets here in Canada is KuCoin, and
4 they only allow you to deposit, like, 10,000 or
5 \$20,000 per day.

6 714 Q. Right. So is it fair to say,
7 then, that the majority of amounts that you
8 received from investors were not actually used to
9 purchase cryptocurrency or foreign currency?

10 A. Well, yeah, I guess it's fair to
11 say that because, like I said, I had the cushion on
12 the money that I made that I would just subtract it
13 off the top.

14 715 Q. Right. Okay. So I understand
15 that evidence. And so all of the money that was
16 deposited into your bank accounts, your various
17 bank accounts, you agreed that it was used for
18 personal expenses, and it was also used to pay back
19 investors who wanted to make withdrawals, right?

20 A. Well, like, I saw everything kind
21 of as one pool, so it was, like, it didn't -- I
22 didn't -- it didn't matter where the money was
23 coming from since it was all considered one pool.

24 716 Q. Right. Okay. So is it fair to
25 say that if you had liquidated your assets in

1 November of 2021, you could have repaid everyone's
2 principal? Is that what they were worth back then?

3 A. I could have. I could have
4 liquidated my assets in 2021, and everybody would
5 have been whole again, and there still would have
6 been, like, lots of money left over on the top.

7 717 Q. Right. And you incorporated AP
8 Private Equity Limited after that, right, in
9 December 2022?

10 A. Not December 2022. AP Private
11 Equity was the end of 2021.

12 718 Q. Okay. Thank you.

13 A. Right, yeah.

14 719 Q. Yeah. Thank you for that.

15 A. No, no problem.

16 720 Q. Why did you (audio cut out)?

17 A. Sorry?

18 721 Q. Why did you incorporate AP Private
19 Equity Limited?

20 A. It was for -- I was actually
21 advised to do it because -- so when I was talking
22 to -- because I would talk to Terry Chang the
23 landlord at [REDACTED] about any financial matters
24 or financial questions that I had just because I
25 knew his experience as a banker, so he said, like,

1 how you're operating, you could get -- like, you
2 could get messed up when it comes to tax season,
3 and then it could get very -- it could get very
4 messy with the way you're doing things, so he
5 said -- he advised me the best thing to do was to
6 incorporate, so that's where he actually made the
7 connection for me to Jeff Levy and that whole firm
8 of lawyers, accountants and whatnot. I think the
9 name of the firm is Levy Zavet, if I remember
10 correctly, and that is essentially why I
11 incorporated that company, because I knew that
12 would probably be the best thing to do moving
13 forward.

14 722 Q. Right. And at the same time in
15 December of 2021, you told investors there would be
16 delays if they wanted to withdraw their money,
17 right?

18 A. Yes, around that time I did.

19 723 Q. Right. And that's because you
20 wanted to try to recoup your losses; is that right?

21 A. Yeah, I wanted to get some time to
22 make some money back for the creditors and for the
23 investors, and then I tried to do it for a few
24 months, and then when I saw that, it wasn't really
25 feasible. That's when I started exploring selling

1 some of my personal assets to repay some creditors.

2 The first thing that I looked at were a
3 couple of cars that I was leasing to see if I had
4 equity in some of them. I sold, what was it -- I
5 was able to sell a couple of cars, but when I sold
6 a couple of cars, that's when the Mareva order
7 ended up coming in, so I essentially had to stop
8 what -- I had to stop what I was doing because I
9 wanted to comply with the order, and the only
10 vehicle that I successfully sold for money was a --
11 was the Audi R8 that I got an \$80,000 truck for,
12 and I deposited that into the Ukrainian Credit
13 Union account.

14 724 Q. Right. So you didn't, however,
15 tell your investors that you had suffered losses.
16 When you told them that there would be delays in
17 withdrawing their money, you didn't tell them that
18 you had suffered losses?

19 A. Well, there were -- a lot of the
20 investors at the time I wasn't in direct contact
21 with. A lot of the investors that I was in direct
22 contact with from the --

23 725 Q. So I'm talking about in December
24 of 2021 and January of 2022.

25 A. Oh, sorry, that timeframe, yeah.

1 So it would be -- can you repeat the question,
2 sorry?

3 726 Q. Just so we're clear, in December
4 of 2021 into January of 2022, that time period, you
5 agreed with me before that you had told investors
6 that there would be delays and withdrawals, right?

7 A. Yes.

8 727 Q. Right, because you wanted to have
9 time to recoup losses, right?

10 A. Yes.

11 728 Q. Right. And you did not tell them
12 that you had suffered losses?

13 A. I did not tell them I suffered
14 losses, no.

15 729 Q. Okay. And you continued to tell
16 them that you were making money?

17 A. Well, there were actually a couple
18 of investors that I did say, like, we were in a
19 little bit of trouble, and then obviously they
20 didn't take that too, too well, so it -- so after
21 the first couple of people that I told, it really
22 isn't sit well with me how they were acting, and
23 that's why I had to hire this security in front of
24 my home when I did, and that's essentially when I
25 started telling people that there was going to be

1 delays, and that was so I could take more time for
2 money.

3 I even told investors after February, I
4 think it was, February or March or something, that
5 there was going to be no more trading and that I am
6 going to start repaying people their money back and
7 their funds back. I think it was after March or
8 April or sometime at the start of the year that I
9 told investors that, and then that's when everybody
10 kind of blew up and didn't really give me a chance
11 to do things. There were people that were
12 pressuring because they were, like, I want to get
13 paid first, I want to get paid first, and
14 essentially if somebody was taking a picture of my
15 family's house or threatening me family,
16 threatening me, threatening me girlfriend at the
17 time, I would pay them first to get them off my
18 back.

19 And then, from my understanding, that
20 word got around, you have to threaten this guy to
21 get your money out of him, and then that's when
22 people started threatening more, people started
23 doing it by means of extortion too. There were
24 people -- there was this one guy who went by the
25 alias Mike, and to this day I still don't think

1 anybody knows who he is, but he tried to extort me
2 and my whole friend group at the time, and he was
3 successful. He got over half a million dollars out
4 of myself alone. I know he got some money out of
5 Mitchell Learning. I don't know if he got any --
6 if he was successful in getting money out of any
7 other people. Probably, I imagine, he would have
8 been. And there is -- I know there's history of
9 messages between me and him, whoever he is, on my
10 device that the trustee imaged.

11 And, yeah, that's -- everything just
12 got really, really messy after, I'd say, March,
13 April, around that time.

14 730 Q. Okay. I'm going to show you some
15 WhatsApp messages up here with Sascha Singh.

16 A. No problem.

17 731 Q. Can you see that okay?

18 A. Yeah, I can zoom in on it. I'll
19 just follow your cursor wherever your cursor goes.

20 732 Q. Right. So in late December 2021
21 you sent Mr. Singh a message, this longer message
22 here, right?

23 A. Yeah.

24 733 Q. And you told him that there would
25 be delays of up to one to two weeks in fulfilling

1 withdrawal requests, right?

2 A. Yes.

3 734 Q. Right. Okay. And then later on
4 March 28th you told him that your gains over the
5 last two weeks were 7 percent and 5.93 percent,
6 right?

7 A. Yes.

8 735 Q. Right. So as late as end of March
9 you were still telling Mr. Singh that you were
10 making money?

11 A. Yes.

12 736 Q. Okay. And you had not told him
13 that you were losing money yet?

14 A. No.

15 737 Q. Right. Okay. The same day, yeah,
16 I suppose 12 minutes later, you referred to this
17 compound in Balsam Lake?

18 A. Yeah.

19 738 Q. What can you tell me about that?

20 A. I don't remember putting a 600K
21 deposit on anything in Balsam Lake. It may have
22 been in regards to something else.

23 739 Q. Okay. So --

24 A. I know Balsam Lake, and I know
25 that deposits on houses there are nowhere near that

1 much.

2 740 Q. Okay. So just so we're clear, the
3 figure there was 800,000, not 600,000, but that --

4 A. Oh, sorry, 800,000.

5 741 Q. That's okay. So did you ever have
6 any agreement to purchase a property in Balsam
7 Lake?

8 A. I never did, no.

9 742 Q. So you have no idea of what this
10 refers to at all?

11 A. I can't remember, and I have no
12 idea what that one refers to.

13 MR. SOUTTER: Okay. I'll mark that
14 as the next exhibit and have it up loaded to the
15 share file.

16 MR. SIMAAN: Okay.

17 EXHIBIT NO. 10: Excerpt of WhatsApp
18 messages between Aiden Pleterski and
19 Sascha Singh.

20 BY MR. SOUTTER:

21 743 Q. So I understand, you know, it's
22 2:52 now, we need to wrap this up by 3, so
23 unfortunately we didn't get to go everywhere I
24 wanted to today, and we have a few things that we
25 expect from you, so I'm going to adjourn the

1 examination, and we will discuss when to have it
2 back on, but Mr. Simaan and I can do that when he
3 returns from his time away.

4 A. Sorry to interrupt. I want to add
5 something to your last point about that thing on
6 Balsam Lake, actually. So I know that Mr. Singh
7 has -- he was very, very pushy when it came to
8 receiving his funds, him and his business partner,
9 I guess you could say, I don't know their exact
10 relationship, Akil Heywood, and Akil is still, by
11 the way, uttering threats, and very dangerous
12 violent threats, to me over Instagram comment
13 sections on my posts and text messages. And,
14 anyways, I think my thinking was back then that I
15 wanted Mr. Singh, since he was kind of the main
16 antagonist with threatening me, my family, even on
17 our vacation in Barbados, which I told the trustees
18 about, that he -- that I wanted to -- I wanted him
19 to feel that I was at least trying to do something
20 so he would kind of back off a little bit because
21 he would show up to my house, he would show up to
22 my parents' house, he would take pictures of my
23 brothers out in public, he would take pictures of
24 my parents' house when I'm not even there, and
25 obviously it kind of scared me or startled me a

1 little bit.

2 So I was in the process of liquidating
3 funds to get to him. I told him that. Still not
4 enough for him, so that's why I wanted to make him
5 feel like -- so he would back off and ease up a
6 little bit, but obviously looking back, the
7 police -- it probably would have been a lot better
8 just to call them if I felt like I was in that much
9 danger.

10 744 Q. Okay. So do I understand it,
11 then, that there was never any Balsam Lake property
12 or any deposit made in respect of any Balsam Lake
13 property, and you said that only to appease him?
14 Is that what I understand your evidence to be?

15 A. Well, yeah. He was literally
16 scaring me. Like, I was -- I was barely sleeping
17 at night, and my ex-girlfriend was up all night
18 looking at the cameras on her phone.

19 745 Q. Okay.

20 A. So even when we would have the
21 security guy standing outside of our house, it
22 still felt very uneasy.

23 MR. SOUTTER: Okay. Well, I will,
24 you know --

25 MR. SIMAAN: Adjourn there, yes.

1 Okay.

2 (Adjourned at 2:56 p.m.)

3
4 CERTIFIED COURT REPORTER'S CERTIFICATE

5
6
7
8 I, LISA MacDONALD, CSR, Certified Court Reporter,
9 hereby certify that the foregoing pages contain a
10 true and correct transcription of the recorded
11 proceedings herein to the best of my knowledge,
12 skill and ability.

13
14
15 

16
17 LISA MacDONALD, CSR

18 CERTIFIED COURT REPORTER
19
20
21
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Appendix “M”

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE)	DATED THIS 15 th DAY
)	
JUSTICE VERNER)	OF SEPTEMBER, 2022

BETWEEN:

ANTHONY MILNE

Plaintiff



-and-

COLIN MURPHY

Defendant

ORDER

THIS MOTION to continue the *Mareva* injunction granted by the Order of the Honourable Justice H.K. O'Connell dated September 12, 2022 was returnable this day at the Oshawa Courthouse at 150 Bond Street.

ON READING the Motion Record and Factum of the Plaintiff, dated September 12, 2022 and upon hearing the submissions of counsel for the Plaintiff, the Defendant having not yet been served,

1. **THIS COURT ORDERS** that the Order of the Honourable Justice H.K. O'Connell dated September 12, 2022 is hereby continued on an interim basis.

2. **THIS COURT ORDERS** that this motion be returnable on September 22, 2022 at 9:30 am via Zoom to continue the herein *Mareva* injunction.

3. **THIS COURT ORDERS** that notwithstanding Rule 59.05, this Order is effective immediately and is enforceable without any need for formal entry.

A handwritten signature in cursive script, reading "Justice C. Verner", is positioned above a horizontal line.

ANTHONY MILNE

- and -

COLIN MURPHY

Plaintiffs

Defendant

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT OSHAWA

ORDER

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Lawyers for the Plaintiffs

Appendix “N”



Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

ANTHONY MILNE

Plaintiff

-and-

COLIN MURPHY

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs.
The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF

YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$10,000 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$2,000 for costs and have the costs assessed by the Court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the Court.

Date: September 12, 2022

Issued by

Local registrar

Address of court office:

150 Bond Street
Oshawa, Ontario

TO COLIN MURPHY
16930 Albion Trail
Caledon, Ontario
L7E 3P8

Defendant

CLAIM

1. The Plaintiff, Anthony Milne, claims against the Defendant, Colin Murphy, the following:
 - (a) damages for breach of contract, fraudulent misrepresentation, civil fraud, misappropriation, defalcation, conversion, theft, and unjust enrichment, in the sum of \$300,000.00, or such further or other relief the particulars of which will be provided prior to trial;
 - (b) punitive damages in the amount of \$100,000.00;
 - (c) an interim, interlocutory and permanent injunction in the form of a *Mareva* injunction restraining the Defendant from dissipation of assets;
 - (d) an Order for an accounting relating to all amounts paid by the Plaintiff to the Defendant, and any profits thereof;
 - (e) an Order for a worldwide equitable tracing of all funds obtained by the Defendant from the Plaintiff;
 - (f) pre-judgment and post-judgment interest in accordance with the *Courts of Justice Act*, as amended;
 - (g) costs of this action, plus all applicable taxes, on a substantial indemnity basis; and
 - (h) such further and other relief as this Honourable Court may deem just.

THE PARTIES

2. The Plaintiff, Anthony Milne, is an individual residing in the City of Oshawa.
3. The Defendant, Colin Murphy (“Murphy”), is an individual residing in or about the Town of Caledon.

INVESTMENT SCHEME

4. The Plaintiff had been informed by acquaintances that the Defendant, Murphy, was working with a brokerage trading foreign exchange, and that they had put their money towards the investments and were doing well and seeing large returns.
5. The Plaintiff was introduced to Murphy through the Plaintiff’s stepson, who in turn knew Murphy through mutual friends.
6. In or about September 2021, Murphy met with the Plaintiff and advised him about how much money he could make by investing with Murphy, and they exchanged further telephone calls and messages thereafter.
7. Murphy represented to the Plaintiff that he was experienced and qualified to assist the Plaintiff with investments; that he operated with a ‘Tier 3’ brokerage; that there was a guaranteed return of 12-15% per week on investments; that the initial deposit was guaranteed and protected; that the more money that the Plaintiff invested with him, the more profit the Plaintiff would make; and that Murphy would earn a percentage of the return on investment.

8. These representations were made both verbally and in writing, both at the initial meeting and in subsequent communications. The Plaintiff communicated with Murphy in writing through the messaging platforms Telegram and Signal.
9. Through his representations, Murphy induced the Plaintiff into paying \$100,000.00 to Murphy in October 2021 for purpose of investing in the stock market. This was paid via cash to Murphy in person.
10. Thereafter, Murphy provided updates to the Plaintiff about the return on investment, and represented to the Plaintiff in or about March 2022 that his investment had grown to approximately \$339,000.
11. The Plaintiff then requested his cash return for his original investment. Within a few days of the request, on or about March 11, 2022, Murphy returned \$150,000 to the Plaintiff via two bank drafts from a company in the name of AP Private Equity Limited. At the time, the Plaintiff was unaware of this company, as described below.
12. Murphy encouraged the Plaintiff to invest more money. Through his representations set out above, and due to the apparent success of the first investment, Murphy induced the Plaintiff into making a second investment. On or about March 28, 2022, the Plaintiff paid a further \$200,000.00 to Murphy for purposes of investment (the “**Second Payment**”). The Second Payment was made via draft payable to Murphy and deposited into a bank account identified by Murphy at TD Canada Trust, Transit No. 10612, Account No. 6278023.

13. Shortly thereafter, communication between the Plaintiff and Murphy started to become difficult. Murphy shut down his messaging accounts in Telegram and Signal, and erased all of their conversations, including details where he provided account information and the agreement with the Plaintiff regarding the accounts.
14. Murphy ceased communicating regularly with the Plaintiff, although the Plaintiff continuously tried to reach out via text and phone calls.
15. In the minimal communications they did have, Murphy advised the Plaintiff that his and his partner, Aiden Pleterski's ("Pleterski"), accounts had been temporarily frozen and seized by the government, but that he was working on a resolution and at a minimum would provide the Plaintiff's initial investment back. It was at this time that the Plaintiff became aware that Murphy was working with Pleterski.
16. Murphy called a meeting on June 15, 2022 to discuss the status of the investments with a few other investors, and repeated that the accounts had been temporarily frozen.
17. Murphy contacted the Plaintiff on or about August 8, 2022 and they met in person, at which time Murphy represented that he was still working on getting the Plaintiff's initial investment back but had not yet received any funds. He purported to place the blame on Pleterski.
18. Pleterski and his company, AP Private Equity Limited, were petitioned into bankruptcy by creditors on August 9, 2022.

19. It was only after this date that the Plaintiff realized that the bank drafts he originally received from Murphy for the \$150,000 return of investment were from Pleterski's company, AP Private Equity Limited, as set out above.
20. As of the date of this pleading, the Plaintiff has no knowledge or information concerning the whereabouts of the Second Payment.

BREACH OF CONTRACT

21. The Plaintiff pleads that there was a contractual arrangement between himself and Murphy. The terms included that Murphy would invest money in the foreign stock market on behalf of the Plaintiff, and the Plaintiff would earn a return on his investment which would be paid back to him together with the original investment, and that his original investment was secure and guaranteed.
22. Murphy has not complied with the term of the contract to repay the Plaintiff's investment back to him together with the return on investment. At this time, the full particulars of Murphy's acts or omissions are not known to the Plaintiff, but it appears due to the cessation of communication and lack of information forthcoming that Murphy engaged in a scheme designed to abscond with the Plaintiff's funds.
23. As such, the Plaintiff pleads that Murphy has breached the contract with the Plaintiff, causing the Plaintiff damages.

FRAUDULENT MISREPRESENTATION AND CIVIL FRAUD

24. The Plaintiff pleads that Murphy intentionally, knowingly, and/or recklessly made representations or omitted the truth to the Plaintiff regarding his experience as an

investor, the use to which the Plaintiff's funds would be put, the likelihood of a return on his investment, the quantum of guaranteed return, and the growth of the funds, as set out above.

25. The Plaintiff pleads that:

- a. these representations were false;
- b. Murphy knew these representations were false and/or was reckless as to the truth or falsity of these representations;
- c. Murphy intended the Plaintiff to act on these representations;
- d. the false representations caused the Plaintiff to act by making the Second Payment to Murphy; and
- e. the Plaintiff's actions in making the Second Payment resulted in a loss of the Second Payment plus profit and interest had it been invested elsewhere.

26. As such, the Plaintiff pleads that Murphy is liable in fraudulent misrepresentation and civil fraud.

MISAPPROPRIATION, DEFALCATION, CONVERSION AND THEFT

27. The Plaintiff pleads that owing to all of the facts set out above, Murphy is liable for misappropriation, defalcation, conversion and/or theft in relation to the Second Payment.

28. Full particulars are not now known to the Plaintiff but within the exclusive knowledge of Murphy.

UNJUST ENRICHMENT

29. Further or in the alternative, the Plaintiff pleads that Murphy has been enriched by his conduct in receiving the Second Payment, and the Plaintiff has suffered a corresponding deprivation. The Plaintiff further pleads that there is no juristic reason for Murphy's enrichment and thus Murphy's gain constitutes unjust enrichment.

DAMAGES

30. As a result of Murphy's acts and/or omissions as set out above, the Plaintiff has suffered damages including the loss of the Second Payment and profits thereon, and such further or other damages the particulars of which will be provided prior to trial.

31. The Plaintiff pleads that Murphy's conduct was high-handed, unlawful and/or malicious, justifying an award of punitive damages.

32. The Plaintiff proposes this action be tried in the City of Oshawa.

September 12, 2022

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Lawyers for the Plaintiff

ANTHONY MILNE

Plaintiff

- and -

Court File No.

COLIN MURPHY

Defendant

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT OSHAWA

STATEMENT OF CLAIM

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Lawyers for the Plaintiff

Appendix “O”



Court File No.: CV-22-00001850-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)	TUESDAY, THE 10 th DAY
)	
JUSTICE H. K. O'CONNELL)	OF JANUARY, 2023

BETWEEN:

**CRAIG SUTHERLAND
and LOW-RIDE PRO-VAC INC.**

Plaintiffs

-and-

**COLIN PATRICK MURPHY, CHRISTOPHER LEBRUN,
KRISTOPHER CANDIANO, KEVIN PATRICK MURPHY,
JOHN DOES, JANE DOES, AND DOE CORPORATIONS**

Defendants

**WARNING
YOUR COMPLIANCE WITH THIS ORDER IS REQUIRED
IMPORTANT NOTICE TO THE DEFENDANT:**

- (a) This Order, as particularized below, requires you to allow the persons mentioned below ("Authorized Persons) to enter the premises, outbuildings, and vehicles at **1414 Gord Vinson Avenue, Clarington, Ontario (the "Premises") immediately upon their demand** to explain this order to you and preserve evidence and assets as listed in Schedule A to this Order. This part of the Order is subject to restrictions as set out in the paragraphs below. Read the terms of the Order very carefully.
- (b) This Order also requires you to provide certain information regarding the specified articles to the Plaintiffs' solicitors and to hand over the specified articles which are under your control for examination and removal or copying to the Independent Supervising Solicitor, and prohibits you from doing certain acts.
- (c) Before you or the person appearing to be in control of the Premises allows the search to commence, but after the Authorized Persons have gained entry into the Premises to carry out this Order, you are entitled to have the Independent Supervising Solicitor ("ISS") or the Plaintiff's solicitors who serves you with this Order explain to you what it means in everyday language.
- (d) While the ISS, as an officer of this Court, of the Plaintiff's solicitors will explain the effect of this Order to you, said lawyers are not providing legal advice to you and

no solicitor-client relationship exists or is created between the ISS and you or the person appearing to be in control of the Premises.

- (e) You are entitled to refuse to permit initial entry to the Premises before 6:00 a.m. or after 8:00 p.m. or at all on any day that is not a weekday. After 6:00 a.m. and before 8:00 p.m. you are required to permit entry upon demand by the Authorized Persons.
- (f) You are entitled to seek legal advice regarding the nature and effect of this Order and of the rights you may have to assert including solicitor-client privilege and the privilege against self-incrimination found in s. 4 of the *Evidence Act*, RSBC 1996, c. 124. While the Authorized Persons are inside your residence, you may refuse to permit the search to begin for a short time while you consult your solicitor. To be clear, you must provide entry to the Authorized Persons during this period to ensure that no evidence is destroyed or any other actions that would offend the terms of this order (not to exceed two hours, unless agreed to a longer period).
- (g) You are at liberty to apply to this Court to set aside or vary this Order upon giving 24 hours' notice to the Plaintiffs' solicitors of your intention to do so.
- (h) This order supplements, not substitutes, an Anton Piller order issued on January 3, 2023, for the premises at 107 Starr Avenue, Whitby, Ontario.

If you disobey this Order you may be guilty of contempt of court and may be sent to prison or fined or your assets seized.

ORDER

THIS MOTION, brought by the Plaintiffs, without notice to the Defendants, for orders in the nature of an Anton Piller Order, requiring the defendants Colin Patrick Murphy ("Murphy") and Christopher LeBrun ("LeBrun") to permit representatives of the Plaintiffs, its solicitors, and other necessary persons, to enter and remain in the Premises for the purpose of identifying, inspecting, removing and preserving certain assets and evidence set out in Schedule "A" to this Order, and motions for ancillary relief, was heard this day at the Superior Court of Justice, 150 Bond Street East, Oshawa, Ontario.

ON READING the Motion Record of the Plaintiffs, including the affidavit of Craig Sutherland sworn December 12, 2022, the affidavit of William Christopher Mathers sworn November 29, 2022, the affidavit of Daina Slenys sworn December 16, 2022, and the affidavit of Keith Elliott sworn December 16, 2022, and the Supplemental Motion Record of the Plaintiffs containing the affidavit of Geoff Keeble sworn December 20, 2022, the Supplemental Motion Record No. 2 of the Plaintiffs

containing the affidavits of Daina Slens sworn December 28, 2022, and Keith Elliott sworn December 28, 2022, e Supplemental Motion Record No. 3 of the Plaintiffs containing the affidavits of Daina Slens sworn January 9, 2023, and Keith Elliott sworn January 9, 2023, and upon noting the undertaking of the Plaintiffs to abide by any order concerning damages which the Court may make arising from the enforcement of this Order, this Court makes the following Orders:

Anton Piller Order

Entry and Search of Premises

1. **THIS COURT FURTHER ORDERS** that the defendant Colin Patrick Murphy ("Murphy"), the non-parties Christie Armstron, Darian Armstrong, and / or Ray Joudrey, and / or their agents or anyone else acting on their behalf, and any person(s) in attendance at the premises known municipally as:

**1414 Gord Vinson Avenue
Clarington, Ontario
(the "Premises")**

shall forthwith permit entry into the Premises, to any buildings on the property on which the residence is located, and vehicles under the possession, power or control of Murphy and/or LeBrun including but not limited to:

- a) grey 2017 Mercedes C45 4-door sedan, VIN #55SWF6EB6HU198522 bearing Ontario licence, plate CRRR 891;
- b) grey 2013 Hyundai GN2 grey 2-door sedan, VIN #KMHHT6KD7DU098211, bearing Ontario, licence plate number CSVM 205;
- c) 2007 GMC Sienna pickup, VIN #1GTJK33D77F162486, bearing Ontario licence plate number BP50314;
- d) blue 2003 Chevrolet Silverado pickup, VIN #1GCHK29113E178771, bearing Ontario license plate number BD28193;
- e) red Porsche 911, bearing Ontario plate CVDS 073;
- f) black 2022 Ford F-250 SD Pickup truck, bearing Ontario plate number BN 55316;
- g) 2017 Lamborghini Huracan bearing Ontario plate CSNN 040;

to the persons authorized herein for the purposes of searching for, identifying, inspecting, preserving, reproducing, and removing into the custody of the Independent Supervising Solicitor (as defined in paragraph 2 herein), any and all assets, documents, items, devices,

equipment, and any component thereof, things of any nature or kind, including electronic documents stored in digital format which are listed in **Schedule “A”** hereto (“the Evidence”) or which the Independent Supervising Solicitor believes to be the Evidence.

2. **THIS COURT FURTHER ORDERS** that, for purposes of this Order, the defendant Murphy and any person(s) in attendance at the Premises shall grant entry and permit re-entry into the Premises during the times of 6:00 a.m. to 8:00 p.m. within 10 days of the date of this Order, and in the manner specified in this Order to the following persons, collectively or individually, at the same time or different times (such persons hereinafter collectively referred to as “Authorized Persons”):
 - a) two solicitors from the law firm of Investigation Counsel PC, solicitors for the Plaintiffs;
 - b) one solicitor from the law firm of Liblong Digambar PC or such other firm retained by the Plaintiffs (“the Independent Supervising Solicitor”), and such other persons as they may designate for the continuity of evidence;
 - c) one search coordinator designated by counsel for the Plaintiffs, and their designate;
 - d) one data forensics expert designated by counsel for the Plaintiffs;
 - e) one weapons expert designated by counsel for the Plaintiffs; and
 - f) one audio/visual recorder as designated by counsel for the Plaintiffs.
3. **THIS COURT FURTHER ORDERS** that the Independent Supervising Solicitor shall act as an officer of the Court in respect of the observance and implementation of the terms of this Order.
4. **THIS COURT FURTHER ORDERS** that all persons responsible for service and execution of this Order be entitled to take all necessary reasonable measures to enforce it and to reasonably prevent or remove any impediment to its execution.
5. **THIS COURT FURTHER ORDERS** that this Order may only be served and the initial entry to the Premises made between 6:00 a.m. and 8:00 p.m. on a weekday. This Court orders that execution may take place for six hours after the time of entry.
6. **THIS COURT FURTHER ORDERS** that following the service of the Order on any person(s) appearing to be in charge of the Premises, no entry to the Premises shall be permitted by non-parties unless there are present at the time of entry of the Authorized Persons, or any of them, provided that one Independent Supervising Solicitor and such other persons as he may

require are also present. All non-parties are required to provide proof of their identity to the Independent Supervising Solicitor.

7. **THIS COURT FURTHER ORDERS** that the defendant Murphy and any person(s) appearing to be in charge of the Premises shall allow the Authorized Persons to remain on the Premises to discharge their duties as set out in this Order.
8. **THIS COURT FURTHER ORDERS** that the defendant Murphy and/or his agents, and /or anyone else acting on their behalf, and any person(s) appearing to be in charge of the Premises, shall allow the Authorized Persons to record by audio, video or photograph the evidence, the Premises, and all acts, conversations and discussions occurring in the course of the Authorized Persons' search of the Premises and that relate to this Order between the time this Order is served and the completion of the search, with the exception of communications between the Defendants and their solicitors. The video and photographs shall be maintained by the Authorized Persons and not disclosed outside of this litigation.
9. **THIS COURT FURTHER ORDERS** that if it is deemed impracticable by the Independent Supervising Solicitor, in his or her discretion, to search for, identify, inspect or reproduce evidence located on any of the Defendants' computers, digital or other storage media at the Premises, the Independent Supervising Solicitor shall be entitled to remove such electronic evidence into its possession for these purposes for a period of three (3) days or such further period as may be agreed to by the parties or ordered by the Court. The Independent Supervising Solicitor may permit the data forensics expert to take custody of the Defendants' computers, digital or other storage media for the purposes of creating a first copy and a second working copy, both of which shall be given to the Independent Supervising Solicitor and not provided to counsel for the Plaintiffs without authorization by this Court.
10. **THIS COURT FURTHER ORDERS** that the Independent Supervising Solicitor may remove for preservation any assets listed in Schedule A to this Order.
11. **THIS COURT FURTHER ORDERS** that any weapons located on the Premises be transferred to the designated weapons expert, and that said designated weapons expert store any located weapons in a locked facility until further order of this Court, and shall report to the Independent Supervising Solicitor on the location of the locked facility.

Rights of the Defendants and Persons Served

12. **THIS COURT FURTHER ORDERS** that at the time of initial entry into the Premises, the defendant Murphy and /or and any person(s) appearing to be in charge of the Premises, shall be served with this Order, the Notice of Action herein, and a copy of the Motion Records containing the evidence by which the Order was obtained, with only one solicitor of the Plaintiffs and the Independent Supervising Solicitor being present at the time of initial entry into the Premises.
13. **THIS COURT FURTHER ORDERS** that upon service of this Order, the person(s) served shall forthwith be advised in plain language by the Independent Supervising Solicitor of the nature of the Order and their legal rights, including the right to seek legal advice and to segregate documents over which legal privilege is claimed ("Privileged Documents").
14. **THIS COURT FURTHER ORDERS** that upon service of this Order, the defendant Murphy and /or and any person(s) appearing to be in charge of the Premises, shall be served with this Order, may consult with their own counsel for a period not to exceed two hours after which the search for evidence may take place.
15. **THIS COURT FURTHER ORDERS** that upon service of this Order, and during the two hours allocated for consulting with their own counsel, the defendant Murphy and /or and any person(s) appearing to be in charge of the Premises, shall give access to the Independent Supervising Solicitor and such other persons as he may require, to enter the Premises and take such steps as they deem necessary to secure and preserve the Evidence therein and ensure that no steps are taken to alter, deface, discard, conceal or destroy any of the Evidence while the defendants Murphy and LeBrun and /or and any person(s) appearing to be in charge of the Premises and/or person(s) served are seeking legal advice.
16. **THIS COURT FURTHER ORDERS** that the defendant Murphy and /or and their solicitors shall be entitled, although not obligated, to be present during the search unless their attendance delays the execution of the search as defined above.

17. **THIS COURT FURTHER ORDERS** that any Privileged Documents identified as provided for in paragraph 8 shall be provided directly to the Independent Supervising Solicitor and sealed pending further order of the Court.
18. **THIS COURT FURTHER ORDERS** that the Plaintiffs' solicitor shall ensure that a list is made of all the evidence that is seized or delivered up pursuant to this order and shall serve a copy of that list on the Defendants or the Defendants' solicitors.

Obligations of the Defendant and Persons Served

19. **THIS COURT FURTHER ORDERS** that upon service of the Order, the defendant Murphy and /or any person(s) upon whom the Order is served, shall forthwith disclose to the Authorized Persons and grant access and deliver up to the Authorized Persons any and all of the Evidence and Assets, wherever situate, as set out in Schedule A, including but not limited to the whereabouts of all of the Evidence and Assets, whether under the possession, custody or control of the Defendants or any third party.
20. **THIS COURT FURTHER ORDERS** that upon service of this Order, the defendant Murphy and /or any person(s) upon whom the Order is served, shall forthwith render any necessary assistance to the Authorized Persons to locate, decode, access, and decrypt the Evidence and Assets and any and all information or electronic data to which the Authorized Persons may not have ready and immediate access, including the provision of all keys, identification codes, passwords, passphrases, or any other such information or knowledge necessary to achieve access thereto.
21. **THIS COURT FURTHER ORDERS** that upon service of this Order, the defendant Murphy and /or any person(s) upon whom the Order is served, shall forthwith render any necessary assistance to the Independent Supervising Solicitor and the persons assisting him to enable them to effectively carry out their responsibilities under this Order including the provision of all identification codes, passwords, passphrases, or any other such information or knowledge necessary to download information from cloud technology.

Custody of, Access to, and Use of Evidence Seized or Delivered Up

22. **THIS COURT FURTHER ORDERS** that all Evidence and Assets seized pursuant to this Order, including privileged documents, shall be held in the custody of the Independent Supervising Solicitor, with the exception of weapons, pending further order of this Court.
23. **THIS COURT FURTHER ORDERS** that the Defendants and/or their solicitors shall be provided with reasonable access to all Evidence in the custody of the Independent Supervising Solicitor for the purpose of examining and making copies of the said evidence in the presence of a representative of the Independent Supervising Solicitor. This access does not include access to weapons held in the custody of the designated weapons expert.
24. **THIS COURT FURTHER ORDERS** that the Plaintiffs shall not be permitted to access the Evidence or Assets seized prior to the delivery of the Defendants' affidavit of documents unless the Defendants consent or this Court orders otherwise.
25. **THIS COURT FURTHER ORDERS** that the Evidence seized shall be used by the Plaintiffs only for purposes of this Action unless the Court orders otherwise.

Prohibited Acts

26. **THIS COURT FURTHER ORDERS** that, unless otherwise ordered by this Court, the defendant Murphy, and /or any person(s) served with this Order, shall not directly or indirectly, by any means whatsoever:
- a) remove any evidence from the Premises, erase or delete from any means of electronic storage, or transmit any of the Evidence or Assets from the Premises, or alter, deface, discard, conceal or destroy in any manner any of the evidence; and
 - b) touch, activate, or operate any computer equipment either locally or remotely from any location, or access or alter any text, graphics, electronic data, information, or other content of any web site or its databases or any electronic mail, newsgroup or Internet relay chat communications, or other information, instructions or data stored in any location remote from the Named Premises that may contain or constitute the evidence.
27. **THIS COURT FURTHER ORDERS** that, in order to give effect to the Order, any person who is ordered not to do something shall not do it personally, through others acting on his behalf,

or on his instructions, or with his encouragement or acquiescence, or in any other way.

Variation/Discharge or Confirmation of Order

28. **THIS COURT FURTHER ORDERS** that the terms of this Order shall remain in force and be effective for ten (10) days and shall return before this Court on **Thursday, January 12, 2023, at 10:00 am.** to apply to continue this Order.
29. **THIS COURT FURTHER ORDERS** the defendant Murphy is required to attend this Court in person at the Superior Court of Justice, 150 Bond Street East, Oshawa, Ontario, on **Thursday, January 12, 2023, at 10:00 am** to respond to the Anton Piller Order.
30. **THIS COURT FURTHER ORDERS** that if the defendant Murphy fails to attend this Court in person at the Superior Court of Justice, 150 Bond Street East, Oshawa, Ontario, on **Thursday, January 12, 2023, at 10:00 am** for the purpose of responding to the Plaintiffs' motion, the Plaintiffs may bring a motion for an arrest warrant to be issued against Murphy forthwith for their contempt of this Court's orders.
31. **THIS COURT FURTHER ORDERS** that the Defendants, or any person with notice of this Order, may apply to the Court at any time to vary or discharge this Order or so much of it as affects such person, but anyone wishing to do so shall provide the Plaintiffs' solicitors with at least twenty-four (24) hours' notice thereof.

Report to the Court

32. **THIS COURT FURTHER ORDERS** that the Independent Supervising Solicitor, upon receipt of a request in writing from any party, shall within seven (7) business days of receiving such request, deliver a report which describes the execution of this Order, who was present at the execution, and what materials were reproduced and/or removed into the custody of the Independent Supervising Solicitor, and deliver a copy of the report to the parties, or their solicitors of record, and that the costs of the preparation of such a report shall be in the discretion of the Court as to quantum and the party who should bear them.

Ancillary Orders

33. **THIS COURT FURTHER ORDERS** the defendant Murphy to surrender his passport to the Independent Supervising Solicitor (ISS") immediately upon service of this Order. The ISS is

to retain custody of Murphy's passport until further order of this Court.

34. **THIS COURT FURTHER ORDERS** the defendant Murphy to provide the ISS an email address and phone number for service immediately upon service of the Anton Piller order.
35. **THIS COURT FURTHER ORDERS** the defendant Murphy to remain in the jurisdiction of the Region of Durham immediately upon service of this Order until further order of the Court.
36. **THIS COURT FURTHER ORDERS** that the motion for the defendant Murphy to attend to be examined under oath is adjourned to the return date of this motion on **Thursday, January 12, 2023, at 10:00 am**. On the return date, this Court will determine whether the Plaintiff's motion proceeds, and if it does on what terms.
37. **THIS COURT FURTHER ORDERS** that the defendant Kevin Murphy is required to attend at a Court Reporter's office on a date directed by Plaintiffs' counsel to provide evidence under oath for the purpose of ensuring compliance with the terms of this Order, including but not limited to locating any of the evidence and assets identified in Schedule "A" to this Order.
38. **THIS COURT FURTHER ORDERS** that the defendant Christopher LeBrun is required to attend at a Court Reporter's office on a date directed by Plaintiffs' counsel to provide evidence under oath for the purpose of ensuring compliance with the terms of this Order, including but not limited to locating any of the evidence and assets identified in Schedule "A" to this Order.
39. **THIS COURT FURTHER ORDERS** that the motion for the defendant Kristopher Candiano to attend to be examined under oath is adjourned to the return date of this motion on **Thursday, January 12, 2023, at 10:00 am**. On the return date, this Court will determine whether the Plaintiff's motion proceeds, and if it does on what terms.
40. **THIS COURT FURTHER ORDERS** that the defendant Colin Patrick Murphy is prohibited from communicating with the defendants Christopher LeBrun, Kristopher Candiano and Kevin Patrick Murphy until further Order of this Court unless supervised by his counsel and reported to the Independent Supervising Solicitor.

Sealing

41. **THIS COURT FURTHER ORDERS** that the Court file of this action and the evidence filed on this motion is sealed until otherwise directed by the Court.

Costs

42. **THIS COURT FURTHER ORDERS** that costs for this motion shall be adjudicated on a date set by this Court.

A handwritten signature in black ink, appearing to read "Hugh K. O'Connell", is written over a horizontal line.

Justice Hugh K. O'Connell

SCHEDULE “A” - THE EVIDENCE

- i. any cash or funds, including cryptocurrency wallets and ledgers, seed phrases, pin codes, access codes or passwords (the “Assets”) having any connection to Murphy, Candiano and Aiden Pleterski and/or AP Private Equity Limited (together “Pleterski”);
- ii. any moveable assets of any kind including vehicles, computers, cell phones, electronic devices, weapons including any kind of firearms, precious metals including but not limited to gold or silver bars, jewelry, watches having any connection to Murphy, Candiano and/or Pleterski;
- iii. all banking, business or financial transaction documents having any connection to Murphy, Candiano and/or Pleterski;
- iv. any items, notes, files and such other documents, having any connection to Murphy, Candiano and/or Pleterski;
- v. any and all communications records, whether in hard copy or electronic form, involving Murphy, Candiano and/or Pleterski and/or the Secondary Defendants;
- vi. any and all communications records, whether in hard copy or electronic form related to foreign exchange trading, cryptocurrency, and investing;
- vii. any and all communications records, whether in hard copy or electronic form, related to or referencing Murphy’s known or suspected aliases including but not limited to Kevin Murphy; and
- viii. such other evidence as counsel may identify and this Honourable Court permits.

CRAIG SUTHERLAND et al.

v.

COLIN PATRICK MURPHY et al.

Plaintiffs

Defendants

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

ORDER

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Lawyers for the Plaintiffs

Appendix “P”

Offer Summary Document

For use with Agreement of Purchase and Sale

Form 801

for use in the Province of Ontario

For Brokerage submitting the offer on behalf of the Buyer:

When sent to the Listing Brokerage this form can be used as evidence that you have a written signed offer from a Buyer to the Seller.

REAL PROPERTY ADDRESS: 725 Westney Rd S Ajax ON L1S7J7 (the "property")
(municipal address and/or legal description)**for an Agreement of Purchase and Sale dated:** the 26 day of October, 2021 ("offer")This offer was submitted by **BROKERAGE:** DREAM HOME REALTY INC.**SALES REPRESENTATIVE/BROKER:** ARTHUR CRAPOPOULOS

I/We Colin Patrick Murphy In Trust Aiden Alojz Pleterski In Trust, have signed an offer for the property.

(Signature of Buyer) (Date) (Signature of Buyer) (Date)

Colin Murphy Oct 26/21 [Redacted Signature] Oct 26/21

This offer was submitted, in person to the Listing Brokerage at 4pm on the 26th day of October, 2021 (by fax, by email or in person) (a.m./p.m.)

Irrevocable until 5 on the 26 day of October, 2021 (a.m./p.m.)

(For Buyer counter offer - complete the following)

I/We, _____, have signed an offer for the property.

(Signature of Buyer) (Date) (Signature of Buyer) (Date)

An offer was submitted, to the Listing Brokerage at on the day of (by fax, by email or in person) (a.m./p.m.)

20 Irrevocable until on the day of 20 (a.m./p.m.)

For Listing Brokerage receiving the offer:**SELLER(S):** 2649360 Ontario Inc**SELLER(S) CONTACT:** _____ (ie. phone / email / fax)**LISTING BROKERAGE:** DREAM HOME REALTY INC., BROKERAGE**SALES REPRESENTATIVE/BROKER:** ARTHUR CRAPOPOULOS

This offer was received, by the Listing Brokerage at on the day of 20 (by fax, by email or in person) (a.m./p.m.)

This offer was presented, to the Seller(s) at on the day of 20 (by fax, by email or in person) (a.m./p.m.)

Offer was: ☒ Accepted ☐ Signed Back/Countered ☐ Expired/Declined**Comments:** _____

This Agreement of Purchase and Sale dated this 26 day of October, 2021

BUYER: Colin Patrick Murphy In Trust & Aiden Alojz Pleterski In Trust, agrees to purchase from
(Full legal names of all Buyers)

SELLER: 2649360 Ontario Inc, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 725 Westney Rd S

fronting on the South side of Westney Rd

in the Ajax

and having a frontage of 261.12 more or less by a depth of 247.39 more or less

and legally described as
AS DESCRIBED ON SCHEDULE A
(the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 5,500,000.00
Five Million Five Hundred Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
Five Hundred Thousand Dollars (CDN\$) 500,000.00

by negotiable cheque payable to Dream Home Realty 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 as more particularly set out in Schedule A attached.

SCHEDULE(S) A B attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 5pm on
(Seller/Buyer) (a.m./p.m.)
the 26 day of October, 2021, 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 28 day of
September, 2022. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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:
(For delivery of Documents to Seller)

Email Address:
(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:

.....
.....
.....
.....

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 in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

CM ap

INITIALS OF SELLER(S):



8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 14 day of September, 2022, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (Industrial) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future 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 restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants 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 compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title 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 risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 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-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** 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 sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire 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 lawyer'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 on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee selling out the balance required to obtain the discharge, and, where a real-time electronic cleared 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. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.


14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back 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(S):

CM/90

INITIALS OF SELLER(S):

[Signature]

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- 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 his 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. 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.
- 20. PROPERTY ASSESSMENT:** 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.
- 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 the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused 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, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 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.

INITIALS OF BUYER(S):

CM SP

INITIALS OF SELLERS(S):

AT



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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) [Signature] (Seal) [Signature] (Date) Oct 26/21
(Witness) [Signature] (Seal) [Signature] (Date) Oct 26/21
(Buyer/Authorized Signing Officer) Colin Patrick Murphy
(Buyer/Authorized Signing Officer) Aiden Alojz Platerski

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) [Signature] (Seal) [Signature] (Date) Oct 26/21
(Witness) [Signature] (Seal) [Signature] (Date) Oct 26/21
(Seller/Authorized Signing Officer) 2649360 Ontario Inc
(Seller/Authorized Signing Officer)

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 to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) (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 4:20 pm this 26th day of October, 2021.
(a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	DREAM HOME REALTY INC., BROKERAGE
	(Tel.No.)
	ARTHUR CRAPOPOULOS
	(Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage	DREAM HOME REALTY INC.
	(Tel.No.)
	ARTHUR CRAPOPOULOS
	(Salesperson/Broker/Broker of Record 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.

(Seller) [Signature] (Date) Oct 26/21
(Seller) [Signature] (Date)

Address for Service (Tel. No.)

Seller's Lawyer

Address

Email

(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.

(Buyer) [Signature] (Date) Oct 26/21
(Buyer) [Signature] (Date)

Address for Service (Tel. No.)

Buyer's Lawyer

Address

Email

(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 MLS® 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 MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

[Authorized to bind the Listing Brokerage] Arthur Crapopoulos

[Authorized to bind the Co-operating Brokerage] Arthur Crapopoulos

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Schedule A

Agreement of Purchase and Sale – Commercial

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

BUYER: Colin Patrick Murphy In Trust Aiden Alojz Pleterski In Trust, and

SELLER: 2649360 Ontario Inc

for the purchase and sale of 725 Westney Rd S Ajax

ON L1S7J7 dated the 26 day of October, 2021

Buyer agrees to pay the balance as follows:

jjjdjjdhuynuinund

Legal Description :

PCL 1-8 SEC 40M1308; PT BLK 1 PL 40M1308, PT 2 40R9180; S/T LT266613 ; AJAX

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 Purchaser shall have the right to assign this agreement to a person, firm, or corporation to be named, upon giving the seller written notice after which time the Assignee shall be responsible for all obligations of the Purchaser and shall be entitled to all the benefits of the Purchaser as if the Assignee had been the original named Purchaser.

Title Search: Fifteen (15) days prior to closing

The Buyer acknowledges and agrees that the Buyer will be assuming all tenants and all existing leases.

The Buyer's lawyer shall have three (3) business days to review this Agreement of Purchase and Sale.

The Buyer shall receive the following from the Seller within FIVE (5) business days from the Seller upon acceptance of this Agreement of Purchase and Sale;

- A) Copies of all leases, including any renewals or amendments thereto affecting the Property
- B) Copies of Drawings, Plans, Site Plans Surveys and any other document/s in the Seller's possession of the property, if any.
- C) Copies of any/all service contracts associated with the property.
- D) Copy of the 2020 and 2021 tax bills.

Seller's Representations or Warranties:

The Seller makes the following representations and warranties which shall not merge on closing and which are also conditions of closing this transaction and upon which the Buyer is relying and has relied in entering into this Agreement of Purchase and Sale:

- A) The Seller has power and absolute authority to convey the property to the Buyer on closing in accordance with the intention of this Agreement.
- B) There is no litigation or other proceedings outstanding, pending or threatened with respect to the Property, or which may affect title to the Property or the right of the Seller to complete this Agreement in accordance with its terms.
- C) All bills due and payable for the Property and utilities supplied to the Real Property will be paid in full upon completion of this transaction.

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

INITIALS OF BUYER(S):

CM/ap

INITIALS OF SELLER(S):

[Signature]

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Agreement of Purchase and Sale – Commercial

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BUYER: Colin Patrick Murphy In Trust Aiden Alojz Pleterski In Trust, and

SELLER: 2649360 Ontario Inc

for the purchase and sale of 725 Westney Rd S Ajax

ON L1S7J7 dated the 26 day of October, 2021

..... Schedule A Continued:

D) No new lease, sublet or other tenancy agreement will be granted prior to closing, and further, no existing lease or other tenancy agreement will be amended prior to closing, except with the Buyer's prior consent, such consent shall not be unreasonably withheld. No contract or other service agreements will be entered into (excluding existing service contracts) without a termination clause built in to such agreement where the Buyer can terminate upon closing this transaction.

E) The Seller will discharge all liens, encumbrances (save for permitted encumbrances) and contracts, except as set out in this Agreement of Purchase and Sale

F) The Seller shall remove, prior to closing, the TWO (2) satellite dishes on the roof of the property and repair the roof back to its original condition.

G) The Seller will operate the Property from the date of execution of this Agreement to the date of Closing as a prudent owner would do and that on the Closing Date the Property will be in no worse condition than as of the date thereof, subject to reasonable wear and tear.

H) The Seller has made no representations or no obligations or responsibility to the Buyer after closing with respect to any matter relating to the Property or the conditions thereof. The provisions of this section shall not merge on, but shall survive closing.

Buyer's Examination.

Provided the Buyer delivers reasonable prior notice of a minimum of forty eight (48) hours to the Seller, the Seller agrees to allow the Buyer and the Buyer's authorized representatives access to the Property from time to time during typical business hours during the Due Diligence Period, provided that the Tenants are not materially disturbed and hereby authorizes the Buyer to carry out, at the Buyer's expense, such tests and inspections as the Buyer or its authorized representatives may deem necessary strictly on the basis that (i) the Buyer shall promptly repair any resulting property damage; (ii) the tests and inspections are limited to non-destructive tests; (iii) no drilling or sampling is permitted without the written consent of the Seller; (iv) the Seller or its agents are present during all testing and inspection; and (v) appropriate COVID precautions are in place as directed by the Seller's agents.

Obligation to Repair and Indemnity.

The Buyer shall promptly repair and restore at its sole cost and expense, any damage or impairments to the Property caused by any testing, investigations, activities and or inspections carried out by or on behalf of the Buyer and/or its representatives. The Buyer agrees that all tests and inspections relating to the Property shall be conducted at the sole risk and cost of the Buyer who agrees that it will indemnify, protect and save the Seller harmless from and against any and all losses, costs, claims, third party actions, damages, liabilities and expenses arising out of any occurrence in or about the Property occasioned or caused wholly or in part by any act or omission of the Buyer, its employees, agents, consultants, contractors or other persons for whom it may be responsible in connection with such entry or testing and which the Seller may suffer as a result of the Buyer's entry and tests, investigations, inspections or activities carried out by or on behalf of the Buyer and/or its representative, (collectively referred to in this subsection as the "Losses"). The aforesaid indemnity, as limited, shall for purpose of this section be referred to as the "Indemnity."

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

INITIALS OF BUYER(S):

CM/ap

INITIALS OF SELLER(S):

[Signature]

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Schedule A

Agreement of Purchase and Sale - Commercial

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

BUYER: Colin Patrick Murphy In Trust Aiden Alojz Pleterski In Trust, and

SELLER: 2649360 Ontario Inc

for the purchase and sale of 725 Westney Rd S Ajax

ON L1S7J7 dated the 26 day of October, 2021

..... Schedule A Continued;

Deposits as Security.

Should the Buyer not rectify any damage caused by its access to the Property and any testing in accordance with Section 3.02, and/or should the Seller incur any Losses as a result of the buyer's actions, failure to repair, or as a result of a breach of any obligation in this article 3 and should the buyer not provide the requisite funds to cover the losses to fulfill its aforesaid indemnity within fifteen (15) days of written demand by the seller, the seller shall have resources to deposits to secure the indemnity. In the event of termination of this agreement, the buyer hereby agrees that the deposits may be held by the seller's solicitors for a period of two (2) business days after the termination of this agreement during which time the seller may submit Notice in writing of any claims or potential claims for losses to the buyers and the buyer's solicitors and if the buyer agrees in writing within a further five (5) Business Days with the claim, then the seller's solicitors shall forthwith pay the amount of the agreed-upon claim to the sellers from the deposit and remit the balance (if any) to the buyer, or if the buyer does not agree in writing with the claim within such five (5) business day's period, then the sellers' solicitors shall pay the deposit into court and thereupon shall be relieved of all responsibilities and liabilities with respect thereto.

If there is a claim for damages sent to the buyer within two (2) Business days and the buyer does not respond within the five (5) business day period, the seller solicitors shall have the right to withhold from the payment into court that portion of the deposits equivalent to the amount required to rectify the damage and the seller may undertake the required repairs and apply the portion of the deposit held by the seller's solicitors against the cost of such repair. The aforesaid provision does not apply in the case where the buyer defaults under this agreement in which case all deposits are forfeited to the seller as a hereinafter set out.

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

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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

BUYER: Colin Patrick Murphy In Trust Aiden Alojz Pleterski In Trust, and

SELLER: 2649360 Ontario Inc

for the purchase and sale of 725 Westney Rd S Ajax

ON L1S7J7 dated the 26 day of October, 2021

....Schedule A continued;

Governmental Authorities.

The buyer acknowledges and agrees that it is restricted from requesting or directing any inspections to be made by any Authority as a result of the request of the buyer, its agents, employees, representatives and/or anyone connected to it, directly or indirectly. Similarly, the buyer agrees and covenants not to disclose the results of any of its due diligence findings to any governmental authorities or any third parties; however, the buyer agrees and covenants to deliver copies of all reports and due diligence materials obtained during the interim period to the seller.

Due Diligence Materials.

The buyer acknowledges and agrees that it has been granted full access to the shared Data Room on a confidential basis which database includes all documentation being delivered by the vendor in connection with the sale of power.

Buyer's Due Diligence Condition.

The Buyers obligation to complete this transaction shall be conditional upon the buyer, in its sole subjective, unfettered discretion being satisfied, within 30 days Calendar Days upon acceptance of this Agreement of Purchase and Sale (the Due Diligence period), with the results of its tests, inspections, and assessment of the property including the economic viability of the Buyer's proposed use of the property

Termination.

If the buyer notifies the seller's lawyers in writing during the Due Diligence period that the buyer elects to terminate this transaction, then this Agreement shall be at an end effective as of the delivery of such notice; and subject to section 3.03 herein, the deposits shall be immediately returned to the buyers with no deductions, and neither party shall have any further rights or obligation of the buyer to (i) destroy all the Due Diligence Materials it has obtained from the seller and/or through the shared data room and (ii) deliver to the seller copied of all of its reports and materials obtained during the interim period. If, however, the buyer, or its lawyer, has not notified the seller, seller's agent or its lawyer, in writing during the Due Diligence period of its intention to terminate pursuant to its buyer's Due Diligence condition, then this agreement will continue to subsist along with the transaction contemplated herein, subject to the other conditions contained herein.


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

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Confirmation of Co-operation and Representation

BUYER: Colin Patrick Murphy In Trust Aiden Alojz Pleterski In Trust

SELLER: 2649360 Ontario Inc

For the transaction on the property known as: 725 Westney Rd S Ajax ON L1S7J7

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☒ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

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

Additional comments and/or disclosures by Listing Brokerage: [e.g. The Listing Brokerage represents more than one Buyer offering on this property.]


2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- ☐ The Brokerage represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
- ☐ by the Seller in accordance with a Seller Customer Service Agreement
- or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: [e.g. The Buyer Brokerage represents more than one Buyer offering on this property.]

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)


BUYER


CO-OPERATING/BUYER BROKERAGE


SELLER


LISTING BROKERAGE

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
1.5% + HST
[Commission As Indicated In MLS® Information] to be paid from the amount paid by the Seller to the Listing Brokerage.
b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

DREAM HOME REALTY INC., BROKERAGE
[Name of Co-operating/Buyer Brokerage]

Tel: [Redacted] Fax: [Redacted]
[Redacted] Oct 26/21
[Authorized to bind the Co-operating/Buyer Brokerage] (Date)

ARTHUR CRAPOPOULOS
(Print Name of Salesperson/Broker/Broker of Record)

DREAM HOME REALTY INC., BROKERAGE
[Name of Listing Brokerage]

Tel: [Redacted] Fax: [Redacted]
[Redacted] Oct 26/21
[Authorized to bind the Listing Brokerage] (Date)

ARTHUR CRAPOPOULOS
(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

CM/ao
BUYER'S INITIALS


SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

[Redacted] Oct 26/21
[Signature of Buyer] Colleen Patricia Murphy (Date)
[Redacted] Oct 26/21
[Signature of Buyer] Aiden Alojz Pleterski (Date)

[Redacted] Oct 26/21
[Signature of Seller] 2445300 Ontario Inc (Date)
[Redacted] Oct 26/21
[Signature of Seller] (Date)

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Appendix “Q”

Cheque Item Image

User: [REDACTED]

Request #: -1
Transit - FI #: 09612-004
Sequence #: 143592929
Date: 10/28/2021

Request Desc:
Account #: [REDACTED]
Amount: \$500,000.00 CAD

10358 (0521)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank

2506913

Purchaser MR AIDEN ALOJZ PLETESKI

DATE 2021-10-27

Transit-Serial No. [REDACTED]-02506913

Pay to the
Order of DREAM HOME REALTY INC., BROKERAGE IN TRUST

\$.....500,000.00

FIVE HUNDRED THOUSAND**
Authorized signature required for amounts over CAD \$5,000.00

00/100

Canadian Dollars

Re

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer [Signature]

Number M2703

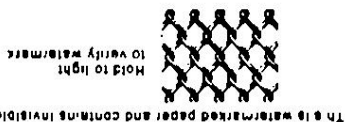
Countersigned [Signature]

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

1096120041

BACK/ENDOS

Endorsement - Signature or Stamp



Printer ID#1011F-B

DSPAC
DSPTR:
ITMSEC
LOC: L

Print

Close

Appendix “R”



AIDEN ALJZ PLETESKI

ACCOUNT NUMBER: [REDACTED]

BRANCH #: [REDACTED]

FROM DATE: 2017-07-07

TO DATE: 2022-07-07

Date	Transaction Description	Withdrawal Amount	Deposit Amount	Balance
08/25/2021	[REDACTED]		\$0.00	\$0.00
08/25/2021	[REDACTED]		\$5,000.00	\$5,000.00
08/27/2021	[REDACTED]	\$1,000.00		\$4,000.00
08/31/2021	[REDACTED]	\$6.76		\$3,993.24
09/10/2021	[REDACTED]	\$1,000.00		\$2,993.24
09/17/2021	[REDACTED]		\$50.00	\$3,043.24
09/24/2021	[REDACTED]	\$1,000.00		\$2,043.24
09/29/2021	[REDACTED]	\$29.95		\$2,013.29
10/08/2021	[REDACTED]	\$1,000.00		\$1,013.29
10/18/2021	[REDACTED]	\$7.23		\$1,006.06
10/18/2021	[REDACTED]	\$21.75		\$984.31
10/18/2021	[REDACTED]	\$24.64		\$959.67
10/18/2021	[REDACTED]	\$43.51		\$916.16
10/18/2021	[REDACTED] TRANSFER		\$50,000.00	\$50,916.16
10/18/2021	[REDACTED]	\$36.26		\$50,879.90
10/18/2021	[REDACTED]	\$17.39		\$50,862.51
10/18/2021	[REDACTED]	\$31.94		\$50,830.57
10/18/2021	[REDACTED]	\$21.78		\$50,808.79
10/18/2021	[REDACTED]	\$36.29		\$50,772.50
10/19/2021	[REDACTED]	\$7.26		\$50,765.24
10/20/2021	[REDACTED] TRANSFER		\$1,300,000.00	\$1,350,765.24
10/22/2021	[REDACTED]	\$1,000.00		\$1,349,765.24
10/22/2021	[REDACTED]	\$20,000.00		\$1,329,765.24
10/22/2021	[REDACTED]	\$70,050.00		\$1,259,715.24
10/22/2021	[REDACTED]		\$700,000.00	\$1,959,715.24
10/27/2021	CAD DRAFT 02506913	\$500,000.00		\$1,459,715.24
10/29/2021	[REDACTED]	\$29.95		\$1,459,685.29

Appendix “S”



Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 4 day of March, 2021
BUYER: AIDEN ALOJZ PLETESKI, agrees to purchase from
(Full legal names of all Buyers)
SELLER: 1223408 ONTARIO LIMITED, the following
(Full legal names of all Sellers)
REAL PROPERTY:
Address 5126 Lakeshore Road Burlington, Ontario L7L 1B9fronting on the North side of LAKE SHORE RDin the City of BURLINGTONand having a frontage of 100.00 more or less by a depth of 610.00 more or less

and legally described as

PT LT 4 CON 4 NELSON SOUTH OF DUNDAS STREET AS IN 461426(Legal description of land including easements not described elsewhere)
PURCHASE PRICE:

ap 8,490,000 Dollars (CDN\$) 8,405,000.00 ap

Eight Million Four Hundred Ninety-Five Thousand Dollars

DEPOSIT: Buyer submits as otherwise described in this Agreement
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
One Hundred Thousand Dollars (CDN\$) 100,000.00

by negotiable cheque payable to GARY SHAPIRO (IN TRUST) "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.

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

SCHEDULE(S) A: C AND H attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 11:59 on the 5
(Seller/Buyer) (a.m./p.m.)
March 2021, 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 10 day of March
2023 Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.
INITIALS OF BUYER(S): apINITIALS OF SELLER(S): [Signature]

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:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

All Kitchen Appliances (Main floor Microwave, built in gas stove, built in Wolf oven, Subzero fridge, dishwasher)
wine fridge and dishwasher in the basement, washer and dryer, all window coverings, blinds, drapes, curtains and remotes. Central Vacuum and related accessories, hot tub, Sauna

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:**

none

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:
none

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.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 22 day of February, 2023, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (single family residential) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

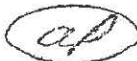
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants 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 compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title 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 risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 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-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** 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 sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire 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 lawyer'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 title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared 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. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this 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. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back 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(S):

INITIALS OF SELLER(S):

- 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 ASSESSMENT:** 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 the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused 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.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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)

(Buyer) AIDEN ALOJZ PLETESKI

(Seal)

(Date)

(Witness)

(Buyer)

(Seal)

(Date)

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:

March 05 2021

(Witness)

(Seller) 1223408 ONTARIO LIMITED

(Seal)

(Date)

(Witness)

(Seller)

(Seal)

(Date)

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 to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(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 12:30pm this 05 day of March 21, 2021 (a.m./p.m.)

(Signature of Seller or Buyer)

DocuSigned by:

BCAC75B7E20D40C...

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	THE AGENCY
	(Tel.No.)
Carlos Clavero Pinto	
	(Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage	CARLOS CLAVERO PINTO
	(Tel.No.)
	(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

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

March 05 2021

(Seller) 1223408 ONTARIO LIMITED (Date)

(Seller) (Date)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

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

March 05 2021

(Buyer) AIDEN ALOJZ PLETESKI (Date)

(Buyer) (Date)

Address for Service

(Tel. No.)

Buyer's Lawyer

Address

Email

(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 MLS® 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 MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Form 100

for use in the Province of Ontario

Schedule A

Agreement of Purchase and Sale

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

BUYER: AIDEN ALOJZ PLETESKI, and

SELLER: 1223408 ONTARIO LIMITED

for the purchase and sale of 5126 Lakeshore Road Burlington, Ontario

L7L 1B9 dated the 4 day of March, 2021

Buyer agrees to pay the balance as follows:

The Buyer acknowledges that the Property is subject to Current Value Tax Assessment in the Province of ON

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.

ap The Seller represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

ap As per the lease agreement attached on Schedule C of the agreement The Buyer agrees to pay a non-refundable total deposit of \$500,000 (five Hundred thousand dollars) to the Landlord's lawyer *Garry* *Garry Shapiro* (In Trust). The payment will be paid in 2 installments, the first installment of \$100,000 is due on March 5th 2021 and the 2nd payment of \$400,000 is due on March 12th 2021. The Seller agrees this deposit amount of \$500,000 (five Hundred thousand dollars) is to be credited towards the purchase price of the property on completion of the Agreement of Purchase and Sale. *The Deposits shall be released by Vendor's deposit lawyer to the Seller.*

ap ~~As per the lease agreement attached on Schedule C. The Seller agrees that the 24 monthly lease payments will be applied and credited towards the purchase price of \$8,490,000 for the property on completion of the Agreement of Purchase and Sale.~~

The Seller agrees to provide a survey prior to the completion date

The lease and Agreement of purchase and sale shall be read in conjunction with each other. *ap* *ap*

The parties Vendor has a right to provide at the Vendor's form of the agreement and the purchaser agrees to execute such agreement. *ap* *ap*

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

INITIALS OF BUYER(S):

ap

INITIALS OF SELLER(S):

ap

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Schedule A

Form 100

for use in the Province of Ontario

Agreement of Purchase and Sale

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

BUYER: AIDEN ALOJZ PLETERSKI, and

SELLER: 1223408 ONTARIO LIMITED

for the purchase and sale of 5126 Lakeshore Road Burlington, Ontario

L7L 1B9 dated the 4 day of March, 2021

ap This Offer is conditional upon the approval of the terms hereof by the Buyer's Solicitor. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale and Agreement to Lease or any Schedule thereto not later than 2:00 p.m. on March 05 2021, that this condition is fulfilled, this Offer shall be null and void and the Buyer and the Seller agree to sign a Mutual Release within 24 Hours thereof. This condition is included for the benefit of Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

ap This Offer is conditional upon the approval of the terms hereof by the Seller's Solicitor. Unless the Seller gives notice in writing delivered to the Buyer personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale and Agreement to Lease or any Schedule thereto not later than 2:00 p.m. on March 05 2021, that this condition is fulfilled, this Offer shall be null and void and the Buyer and the Seller agree to sign a Mutual Release within 24 Hours thereof. This condition is included for the benefit of Seller and may be waived at the Seller's sole option by notice in writing to the Buyer as aforesaid within the time period stated herein.

ap The Buyer acknowledges the property 5126 Lakeshore Rd has registered easement on the property description; PT LT 4 CON 4 NELSON SOUTH OF DUNDAS STREET AS IN 461426 EXCEPT PART 1 20R6270 SUBJECT TO AN EASEMENT OVER PART 1 20R10903 IN FAVOUR OF PART 1 20R6270 UNTIL 2037/10/05 AS IN HR1495268 CITY OF BURLINGTON, giving right of way to the neighboring property 5130 Lakeshore Rd and the Seller agrees to provide the Buyer, at the Seller's own expense all relevant documentation establishing that said easement has been amended to 2 years for access to the laneway leading to the back of 5130 Lakeshore Rd for the purpose of putting in a swimming pool 2 weeks prior to closing of date of this Agreement of Purchase and Sale. *ap* The Buyer agrees to provide access to the property *ap* ~~ret~~ with respect to any matters relating to the easement. *ap* The Seller agrees that the Buyer has the right to assign the sale of the property if the value of the home is more than the outstanding sale value without penalty except the lawyer's fee. *ap*

Notwithstanding the completion date set out in this agreement, the Buyer and Seller may, by mutual agreement in writing, advance the date of completion of this transaction. *ap*

The Buyer/Tenant waives obtaining independent legal advice/representation. *ap* *ap*

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

INITIALS OF BUYER(S): *ap*INITIALS OF SELLER(S): *ap*



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: AIDEN ALOJZ PLETESKI, and

SELLER: 1223408 ONTARIO LIMITED

for the purchase and sale of 5126 Lakeshore Road Burlington, Ontario

..... L7L 1B9 dated the 4 day of March, 2021

The Purchase Price includes any buildings, sheds, improvements, fixtures, attachments there to and all blinds, curtains and curtains rods, fixture including all lights bulbs.

All furniture currently at the property along with all fixtures hung and attached to the property in all level of the home.

All rugs and carpets and any decorating paintings, mirrors, tables, chair, couches, sofas.

Bedroom furniture for all bedrooms

All TVs, projection system and speaker system, surrounded sound system on all levels, along alarm monitoring system and cameras.

All furniture in Basement along with home theatre system and chairs

all remotes related to blinds, electronic equipment's, garage door opening

Seller agent will provide an inventory list of all the furniture, fixture and chattels included

Seller agree to fix the smart Home system within two weeks of closing of the lease agreement.

[Signature]

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

INITIALS OF BUYER(S):

[Signature]

INITIALS OF SELLER(S):

[Signature]



Form 400

for use in the Province of Ontario

Schedule "C"

Agreement to Lease To Own

Residential

This Agreement to Lease (Agreement) dated this 4th day of March, 2021TENANT: AIDEN ALOJZ PLETESKI

(Full legal names of all Tenants)

LANDLORD: 1223408 ONTARIO LIMITED

(Full legal name of Landlord)

ADDRESS OF LANDLORD: 5126 LAKESHORE RD BURLINGTON L7L 1B9

(Legal address for the purpose of receiving notices)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement. For the purposes of this Agreement "Tenant" includes lessee and "Landlord" includes lessor.

1. **PREMISES:** Having inspected the premises and provided the present tenant vacates, I/we, the Tenant hereby offer to lease, premises known as: 5126 LAKESHORE RD Ontario

2. **TERM OF LEASE:** The lease shall be for a term of TWO YEAR commencing March 12 2021

3. **RENT:** The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of Forty-Two Thousand One Hundred Seventy-Four point Sixteen Dollars (CDN\$) 42,174.16, payable in advance on the 12 day of each and every month during the currency of the said term. First and last months' rent to be paid in advance upon completion or date of occupancy, whichever comes first.

4. **DEPOSIT AND PREPAID RENT:** The Tenant delivers as otherwise described in this Agreement (Herewith/Upon acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to THE AGENCY LANDLORD "Deposit Holder" in the amount of Forty-Two Thousand One Hundred Seventy-Four point Sixteen Dollars (CDN\$) 42,174.16 as a deposit to be held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and to be applied by the Landlord against the 1st month's rent. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction. The first month's payment to be provided

For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant 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. on or before March 12, 2021

5. **USE:** The Tenant and Landlord agree that unless otherwise agreed to herein, only the Tenant named above and any person named in a Rental Application completed prior to this Agreement will occupy the premises.

Premises to be used only for:

Residential use.

6. **SERVICES AND COSTS:** The cost of the following services applicable to the premises shall be paid as follows:

	LANDLORD	TENANT		LANDLORD	TENANT
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cable TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oil	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Condominium/Cooperative fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Garbage Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hot water heater rental	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: <u>property taxes</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water and Sewerage Charges	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: <u>tenant insurance</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Landlord will pay the property taxes, but if the Tenant is assessed as a Separate School Supporter, Tenant will pay to the Landlord a sum sufficient to cover the excess of the Separate School Tax over the Public School Tax, if any, for a full calendar year, said sum to be estimated on the tax rate for the current year, and to be payable in equal monthly installments in addition to the above mentioned rental, provided however, that the full amount shall become due and be payable on demand on the Tenant.

INITIALS OF TENANT(S): CPINITIALS OF LANDLORD(S): [Signature]

7. **PARKING:**

ALL THE PARKING IN GARAGE, DRIVEWAY AND PROPERTY

8. **ADDITIONAL TERMS:**

~~A REFUNDABLE SECURITY DEPOSIT FOR THE FURNISHINGS OF \$54,000 (Fifty four thousand dollars) is being provided upon acceptance of the offer~~

9. **SCHEDULES:** The schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: Schedule(s) A

~~SCHEDULE~~

10. **IRREVOCABILITY:** This offer shall be irrevocable by Tenant until 11:59 on the 45 day of March, 2021 after which time if not accepted, this Agreement shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

11. **NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord 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 Landlord) FAX No.: _____ (For delivery of Documents to Tenant)
Email Address: _____ (For delivery of Documents to Landlord) Email Address: _____ (For delivery of Documents to Tenant)

12. **EXECUTION OF LEASE:** The Lease shall be drawn by the Landlord on the standard form of lease as prescribed by the Residential Tenancies Act, 2006, as amended from time to time, and shall include the provisions as contained herein and in any attached schedule, and shall be executed by both parties before possession of the premises is given. The Landlord shall provide the Tenant with information relating to the rights and responsibilities of the Tenant and information on the role of the Landlord and Tenant Board and how to contact the Board. (Information For New Tenants as made available by the Landlord and Tenant Board and available at www.tfb.gov.on.ca)

13. **LANDLORD AND TENANT ACKNOWLEDGMENT:** The Landlord and Tenant acknowledge and agree that a standard form of lease as prescribed by the Residential Tenancies Act, 2006, as amended from time to time is required.

14. **ACCESS:** The Landlord shall have the right, at reasonable times to enter and show the demised premises to prospective tenants, purchasers or others. The Landlord or anyone on the Landlord's behalf shall also have the right, at reasonable times, to enter and inspect the demised premises.

15. **INSURANCE:** The Tenant agrees to obtain and keep in full force and effect during the entire period of the tenancy and any renewal thereof, at the Tenant's sole cost and expense, fire and property damage and public liability insurance in an amount equal to that which a reasonably prudent Tenant would consider adequate. The Tenant agrees to provide the Landlord, upon demand at any time, proof that said insurance is in full force and effect and to notify the Landlord in writing in the event that such insurance is cancelled or otherwise terminated.

16. **RESIDENCY:** The Landlord shall forthwith notify the Tenant in writing in the event the Landlord is, at the time of entering into this Agreement, or, becomes during the term of the tenancy, a non-resident of Canada as defined under the Income Tax Act, RSC 1985, c.1 [ITA] as amended from time to time, and in such event the Landlord and Tenant agree to comply with the tax withholding provisions of the ITA.

17. **USE AND DISTRIBUTION OF PERSONAL INFORMATION:** The Tenant consents to the collection, use and disclosure of the Tenant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Tenant for the leasing, selling or financing of the premises or the real property, or making such other use of the personal information as the Landlord and/or agent of the Landlord deems appropriate.

18. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

19. **FAMILY LAW ACT:** Landlord warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Landlord has executed the consent hereinafter provided.

20. **CONSUMER REPORTS:** The Tenant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):

21. BINDING AGREEMENT: This Agreement and acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

SIGNED, SEALED AND DELIVERED in the presence of:

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

04/03/2021
3/3/2021

(Witness)

(Tenant or Authorized Representative) AIDEN ALDIZ PLETESKI

(Seal) (Date)

(Witness)

(Tenant or Authorized Representative)

(Seal) (Date)

(Witness)

(Guarantor)

(Seal) (Date)

We/I the Landlord hereby accept the above offer, and agree that the commission together with applicable HST (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of:

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

March 05 2021

(Witness)

(Landlord or Authorized Representative) CARLOS CLAVERO PINTO

(Seal) (Date)

(Witness)

(Landlord or Authorized Representative)

(Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Landlord hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sole evidenced herein.

(Witness)

(Spouse)

(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally acceptance by all parties at 12:30pm this 05 day of March, 2021.

(a.m./p.m.)

(Signature of Landlord or Tenant)

DocuSigned by:

DocuSigned by:

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	The Agency
	(Tel.No.)
Carlos Clavero Pinto & Christina Clavero	
(Salesperson/Broker/Broker of Record Name)	
Co-op/Tenant Brokerage	The Agency
	(Tel.No.)
Carlos Clavero Pinto	
(Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

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

March 05 2021

(Landlord) 12234010174740AD0B2E20D40C...

(Date)

(Landlord)

(Date)

Address for Service

(Tel. No.)

Landlord's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

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

March 05 2021

(Tenant) AIDEN ALDIZ PLETESKI

880423D128234F0...

(Date)

(Tenant)

(Date)

Address for Service

(Tel. No.)

Tenant's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement to Lease:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® 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 MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and date of acceptance of the foregoing Agreement to Lease.

Acknowledged by: DocuSigned by:

Christina Clavero

Carlos Clavero

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)



Form 400

for use in the Province of Ontario

Schedule A

Agreement to Lease - Residential

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

TENANT: AIDEN ALOJZ PLETESKI, and

LANDLORD: 1223408 ONTARIO LIMITED

for the lease of 5126 LAKESHORE RD Ontario

dated the 4th day of March, 2021

The Tenant agrees to pay the Landlord for all the utilities (water, hydro, gas, ect.) and property taxes for the duration of the tenancy agreement and the Landlord agrees to provide the Tenant with the appropriate invoices. Tenant shall open accounts for utilities in his name principal component.

The Tenant agrees to pay a non-refundable total deposit of \$500,000 (five Hundred thousand dollars) to the Landlord's lawyer Gary Shapiro (In Trust) The payment will be paid in 2 installments, the first installment of \$100,000 is due on March 5th 2021 and the 2nd payment of \$400,000 is due on March 12th 2021. The Landlord agrees this deposit amount of \$500,000 (five Hundred thousand dollars) is to be credited towards the purchase price of the property on completion of the Agreement of Purchase and Sale. Landlord Lawyer shall release all deposits immediately upon receipt of monies

The Landlord agrees that the 24 monthly lease payments will be applied and credited towards the purchase price of \$8,490,000 for the property on Completion of the Agreement of Purchase and Sale. The lease payments are calculated on a 25 Year Amort Schedule of Principal + interest components.

The Landlord agrees to provide the Tenant with a 30 day warranty on the property up to an amount of \$25,000.

The Landlord agrees to replace the air conditioning units as soon as reasonably possible on or before April 1st 2021.

The Landlord agrees that all chattels and fixtures will be in good working order on closing and as at the time of entry into this agreement.

The Landlord agrees to leave all furnishings, art, and accessories in good condition on closing. Tenant shall be responsible for all damage to such furnishings etc.

The Landlord agrees to finish the fence between the property and 5130 Lakeshore Rd within 6 months of this agreement.

Tenant shall maintain Proper Insurance with \$5M. liability set to other than

The Landlord agrees to fix the main entry gate on or prior to December 1st 2021.

Tenant shall provide Landlord with Insurance binder prior to taking possession. Insurance at duration of the lease. The Landlord shall be responsible for having home insurance on the property for the duration of the lease period.

The Landlord and Tenant may agree to amend or alter the lease agreement if mutually agreed upon without penalty.

However, notwithstanding the above the Landlord has the option of converting the The Landlord agrees that the Tenant has the right to assign the sale of the property if the value of the home is more than the outstanding sale value without penalty except the lawyer's fee.

Landlord to replace glass of master bathroom as soon as reasonably and possible.

This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):

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Form 400
for use in the Province of Ontario

Schedule A Agreement to Lease - Residential

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

TENANT: AIDEN ALOJZ PLETERSKI, and

LANDLORD: 1223408 ONTARIO LIMITED

for the lease of 5126 LAKESHORE RD, Ontario

dated the 4th day of March, 2021

This Offer is conditional upon the approval of the terms hereof by the Buyer's Solicitor. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale and Agreement to Lease or any Schedule thereto not later than 2:00 p.m. on March 05 2021, that this condition is fulfilled, this Offer shall be null and void and the Buyer and the Seller agree to sign a Mutual Release within 24 Hours thereof. This condition is included for the benefit of Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the approval of the terms hereof by the Seller's Solicitor. Unless the Seller gives notice in writing delivered to the Buyer personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale and Agreement to Lease or any Schedule thereto not later than 2:00 p.m. on March 05 2021, that this condition is fulfilled, this Offer shall be null and void and the Buyer and the Seller agree to sign a Mutual Release within 24 Hours thereof. This condition is included for the benefit of Seller and may be waived at the Seller's sole option by notice in writing to the Buyer as aforesaid within the time period stated herein.

Landlord
The ~~Seller~~ agrees to fix the smart home system as soon as reasonably possible. ~~within two weeks of completion by April 01/21~~

Attached to this lease to own is the agreement of purchase and sale applicable to this transaction. The lease to own and purchase and sale agreement shall be read in conjunction with each other.

Tenant shall not make any improvements without obtaining prior written approval of the Landlord, such approval not to be unreasonably withheld or delayed.

The parties agree to allocate the purchase price acting in good faith. The Tenant shall not assign, transfer or transfer the lease or the agreement of purchase and sale or part with possession in any way without obtaining prior written approval of the Landlord. This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):

all alterations/improvements shall be completed in a workman-like manner in compliance with all laws, bylaws etc.



Form 100
for use in the Province of Ontario

Schedule
Agreement of Purchase and Sale

Lease to Own.

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

BUYER: AIDEN ALOJZ PLETESKI, and

SELLER: 1223408 ONTARIO LIMITED

for the purchase and sale of 5126 Lakeshore Road Burlington, Ontario

L7L 1B9 dated the 4 day of March, 2021

The Landlord and Tenant agree that the Landlord shall take and the Tenant shall provide a leasehold mortgage to secure the payment of the purchase and sale price as per the Agreement of Purchase and Sale. The leasehold mortgage shall be executed by both parties on or before March 12, 2021. The Tenant has the option to prepay any portion of the purchase price at any time without notice, bonus or penalty and such payments shall be credited to payment of purchase price. Such prepayments may be ~~credited~~ ^{credited} to the vendor. The Tenant shall have the right to accelerate the closing date under the agreement of purchase and sale upon 30 day written notice to the Landlord. Tenant shall have the right to renew the lease on the basis of 2 one year renewals upon 30 day prior written notice on the same terms and conditions, save and except for the interest rate which shall be increased to 5%. The Leasehold mortgage shall be based on the principal amount of ~~7,990,000~~ \$7,990,000, amortized over 25 years at an interest rate of 4%, calculated semi-monthly (principal + interest) in the amount of \$43,174.16 / month, due and payable on upon any sale or transfer of interest of the property.

The tenant shall pay property taxes ~~on the~~ to the landlord in monthly installments calculated by the landlord, subject to adjustment at year-end.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Scotiabank.

SOLD TO _____

ADDRESS _____

516775

[REDACTED] ONTARIO

DATE 2021 03 05
Y Y Y Y M M D D

CANADIAN DOLLARS

PAY TO ORDER OF

GARY SHIPRO IN TRUST

\$ 100 000.00

SUM OF

EXACTLY 100 000 DOLLARS ***** 00/100

COMMISSION

TOTAL

TO:

ANY BRANCH OF
THE BANK OF NOVA SCOTIA

AUTH NO

(118)

AUTH NO

40329

[REDACTED]
AUTHORIZED OFFICERDETACH AND RETAIN: IN THE EVENT OF THE LOSS OF THE CORRESPONDING
DRAFT, REFER TO THE CONDITIONS NOTED ON THE REVERSE.

NOT NEGOTIABLE

CUSTOMER RECEIPT

Appendix “T”

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
H756076	1998/09/18	NOTICE AGREEMENT		*** COMPLETELY DELETED *** RAFAULI, NAJWA RAFAULI, SAMIR	CANADA TRUSTCO MORTGAGE COMPANY	
		REMARKS: AMENDING 693484				
H757415	1998/09/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
		REMARKS: RE: 527261				
H779664	1999/03/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: RE: 477290				
HR47561	2001/04/30	TRANSFER		*** COMPLETELY DELETED *** RAFAULI, NAJWA RAFAULI, SAMIR	1469942 ONTARIO INC.	
		REMARKS: PLANNING ACT STATEMENTS				
HR47562	2001/04/30	CHARGE		*** COMPLETELY DELETED *** 1469942 ONTARIO INC.	HSBC BANK CANADA	
HR47563	2001/04/30	CHARGE		*** COMPLETELY DELETED *** 1469942 ONTARIO INC.	FLACCAVENTO, TOM	
HR52723	2001/06/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADA TRUSTCO MORTGAGE COMPANY		
		REMARKS: RE: 693484				
HR117015	2002/05/08	CHARGE		*** COMPLETELY DELETED *** 1469942 ONTARIO INC.	HSBC BANK CANADA	
HR117019	2002/05/08	POSTPONEMENT		*** COMPLETELY DELETED *** FLACCAVENTO, TOM	HSBC BANK CANADA	
		REMARKS: HR47563 TO HR117015				
HR212504	2003/07/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
		REMARKS: RE: HR47562				
HR228744	2003/09/19	TRANSFER		*** COMPLETELY DELETED *** 1469942 ONTARIO INC.	REICHER, GESA	
HR259086	2004/01/26	APL (GENERAL)		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				WILKINSON, KEITH WILKINSON, CAROL		
	REMARKS: CERTIFICATE OF PENDING LITIGATION					
HR366026	2005/03/30	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** FLACCAVENTO, TOM	FLACCAVENTO, TOM FLACCAVENTO, SUSAN	
	REMARKS: HR47563					
HR478494	2006/05/24	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	WILKINSON, KEITH WILKINSON, CAROL	
	REMARKS: DELETE HR259086					
HR478495	2006/05/24	APL COURT ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	WILKINSON, KEITH WILKINSON, CAROL	
HR554930	2007/03/28	TRANSFER		*** COMPLETELY DELETED *** REICHER, GESA	SUBRAMANIAN, RAJALAKSHMI	
	REMARKS: PLANNING ACT STATEMENTS					
HR554931	2007/03/28	CHARGE		*** COMPLETELY DELETED *** SUBRAMANIAN, RAJALAKSHMI	ROYAL BANK OF CANADA	
HR555105	2007/03/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** FLACCAVENTO, TOM FLACCAVENTO, SUSAN		
	REMARKS: RE: HR47563					
HR566266	2007/05/11	CHARGE		*** COMPLETELY DELETED *** SUBRAMANIAN, RAJALAKSHMI	MOUNTBLANC INVESTMENTS HOLDINGS CORP.	
HR730582	2009/01/26	CHARGE		*** COMPLETELY DELETED *** SUBRAMANIAN, RAJALAKSHMI	SOLMON, MELVYN	
HR730596	2009/01/26	CHARGE		*** COMPLETELY DELETED *** SUBRAMANIAN, RAJALAKSHMI	1398919 ONTARIO LTD.	
HR730606	2009/01/26	POSTPONEMENT		*** COMPLETELY DELETED *** MOUNTBLANC INVESTMENTS HOLDINGS CORP.	SOLMON, MELVYN	
	REMARKS: HR566266 & HR730582.					

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LAND
REGISTRY
OFFICE #20

07000-0044 (LT)

PAGE 4 OF 7
PREPARED FOR RM
ON 2023/03/09 AT 14:40:53

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HR730616	2009/01/26	POSTPONEMENT		*** COMPLETELY DELETED *** MOUNTBLANC INVESTMENTS HOLDINGS CORP.	1398919 ONTARIO LTD.	
HR730671	2009/01/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
HR749763	2009/05/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** MOUNTBLANC INVESTMENTS HOLDINGS CORP.		
HR754662	2009/05/28	CHARGE		*** COMPLETELY DELETED *** SUBRAMANIAN, RAJALAKSHMI	HANDA, SUDHIR	
HR773136	2009/08/04	CHARGE		*** COMPLETELY DELETED *** SUBRAMANIAN, RAJALAKSHMI	CHANCHLANI, VASDEV	
HR773735	2009/08/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** CHANCHLANI, VASDEV		
HR861786	2010/07/21	CHARGE		*** COMPLETELY DELETED *** SUBRAMANIAN, RAJALAKSHMI	HANDA, SUDHIR	
HR861787	2010/07/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** HANDA, SUDHIR		
HR881339	2010/10/07	CHARGE		*** COMPLETELY DELETED *** SUBRAMANIAN, RAJ SUBRAMANIAN, RAJALAKSHMI	ROYAL BANK OF CANADA	
HR1034735	2012/07/19	CHARGE		*** COMPLETELY DELETED *** SUBRAMANIAN, RAJALAKSHMI	KAPOOR, CHANDRAKAR	
HR1051326	2012/09/18	CHARGE		*** COMPLETELY DELETED *** SUBRAMANIAN, RAJALAKSHMI	CHANCHLANI, VASDEV	
HR1051335	2012/09/18	CHARGE		*** COMPLETELY DELETED *** SUBRAMANIAN, RAJALAKSHMI	VC CAPITAL MANAGEMENT (GLOBAL) INC.	
HR1070985	2012/12/14	TRANSFER		*** COMPLETELY DELETED ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				SUBRAMANIAN, RAJALAKSHMI	CHANCHLANI, VASDEV CHANCHLANI, JAYSHREE	
HR1070986	2012/12/14	CHARGE		*** COMPLETELY DELETED *** CHANCHLANI, VASDEV CHANCHLANI, JAYSHREE		
HR1070987	2012/12/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** CHANCHLANI, VASDEV	CANADIAN IMPERIAL BANK OF COMMERCE	
HR1070988	2012/12/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** VC CAPITAL MANAGEMENT (GLOBAL) INC.		
HR1070989	2012/12/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** SOLMON, MELVYN		
HR1070990	2012/12/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** HANDA, SUDHIR		
HR1070991	2012/12/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1398919 ONTARIO LTD.		
HR1070992	2012/12/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** KAPOOR, CHANDRAKAR		
HR1072929	2012/12/21	CHARGE		*** COMPLETELY DELETED *** CHANCHLANI, VASDEV CHANCHLANI, JAYSHREE	1398919 ONTARIO LTD.	
HR1080324	2013/02/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
HR1089299	2013/03/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HR1229033	2014/11/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1398919 ONTARIO LTD.		
	REMARKS: HR1072929.					
HR1240839	2015/01/14	APL OF SURV-LAND		*** COMPLETELY DELETED *** CHANCHLANI, VASDEV	CHANCHLANI, JAYSHREE	
HR1244387	2015/01/29	TRANSFER		*** COMPLETELY DELETED *** CHANCHLANI, JAYSHREE	1223408 ONTARIO LIMITED	
	REMARKS: PLANNING ACT STATEMENTS.					
HR1244585	2015/01/29	CHARGE		*** COMPLETELY DELETED *** 1223408 ONTARIO LIMITED	BANK OF MONTREAL	
HR1244586	2015/01/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1223408 ONTARIO LIMITED	BANK OF MONTREAL	
	REMARKS: HR1244585					
HR1251842	2015/03/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
	REMARKS: HR1070986.					
20R20903	2017/09/15	PLAN REFERENCE				C
HR1495268	2017/10/05	TRANSFER EASEMENT		*** COMPLETELY DELETED *** 1223408 ONTARIO LIMITED	BHATIA, PARDEEP	
HR1586505	2018/11/19	CHARGE		*** COMPLETELY DELETED *** 1223408 ONTARIO LIMITED	BANK OF MONTREAL	
HR1796400	2021/06/03	TRANSFER REL&ABAND		*** COMPLETELY DELETED *** 5M SYMPHONY CORPORATION	1223408 ONTARIO LIMITED	
	REMARKS: HR1495268. PLANNING ACT STATEMENTS.					
HR1796401	2021/06/03	TRANSFER EASEMENT		1223408 ONTARIO LIMITED	5M SYMPHONY CORPORATION	C
	REMARKS: PLANNING ACT STATEMENTS.					
HR1888766	2022/05/04	TRANSFER	\$5,200,000	1223408 ONTARIO LIMITED	1000176653 ONTARIO INC.	C
	REMARKS: PLANNING ACT STATEMENTS.					
HR1888767	2022/05/04	CHARGE	\$5,200,000	1000176653 ONTARIO INC.	BANK OF MONTREAL	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HR1894314	2022/05/25	DISCH OF CHARGE	\$6,094	*** COMPLETELY DELETED *** BANK OF MONTREAL		
HR1894324	2022/05/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
HR1915090	2022/08/16	CONSTRUCTION LIEN		SUPER SAVE TOILET RENTALS INC.		C
HR1941352	2022/12/23	CERTIFICATE		SUPER SAVE TOILET RENTALS INC.		C
HR1952771	2023/03/09	APL DEL CONST LIEN		SUPER SAVE TOILET RENTALS INC.		

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Appendix “U”



Ministry of Public and
Business Service Delivery

Profile Report

1223408 ONTARIO LIMITED as of March 09, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1223408 ONTARIO LIMITED
Ontario Corporation Number (OCN)	1223408
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	February 13, 1997
Registered or Head Office Address	79 Bramsteele Road, Brampton, Ontario, Canada, L6W3K6

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	RAY RATTAN LAL GUPTA
Address for Service	515 Consumers Road, 701, North York, Ontario, Canada, M2J 4Z2
Resident Canadian	Yes
Date Began	October 30, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name	RAY RATTAN LAL GUPTA
Position	President
Address for Service	515 Consumers Road, 701, North York, Ontario, Canada, M2J 4Z2
Date Began	October 30, 2018

Name	RAY RATTAN LAL GUPTA
Position	Secretary
Address for Service	515 Consumers Road, 701, North York, Ontario, Canada, M2J 4Z2
Date Began	October 30, 2018

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V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

1223408 ONTARIO LIMITED

Effective Date

February 13, 1997

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Director/Registrar

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Active Business Names

Name

Business Identification Number (BIN)

Registration Date

Expiry Date

INTERNATIONAL STEEL & SCRAP METALS

281264440

December 06, 2018

December 05, 2023

Name

Business Identification Number (BIN)

Registration Date

Expiry Date

INTERNATIONAL DATA SYSTEMS

310492335

March 24, 2021

March 23, 2026

Name

Business Identification Number (BIN)

Registration Date

Expiry Date

COMMODITY TRADERS INTERNATIONAL GROUP

290522697

May 08, 2019

May 07, 2024

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Director/Registrar

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Expired or Cancelled Business Names

Name	CHOICE PRINTER SUPPLIES
Business Identification Number (BIN)	260881701
Status	Inactive - Expired
Registration Date	August 31, 2016
Expired Date	August 30, 2021
Name	INTERNATIONAL DATA SYSTEMS
Business Identification Number (BIN)	120855051
Status	Inactive - Expired
Registration Date	September 03, 2002
Expired Date	August 30, 2022
Name	LED GREEN ENERGY AUDIT
Business Identification Number (BIN)	250538741
Status	Inactive - Expired
Registration Date	May 28, 2015
Expired Date	May 27, 2020
Name	UNIVERSAL DATA SYSTEMS
Business Identification Number (BIN)	170497945
Status	Inactive - Expired
Registration Date	May 03, 2007
Expired Date	May 02, 2012
Name	INTERNATIONAL DATA SYSTEMS
Business Identification Number (BIN)	120842653
Status	Inactive - Expired
Registration Date	August 29, 2002
Expired Date	August 28, 2007
Name	CONCEPT PRINTER SUPPLIES
Business Identification Number (BIN)	141119768
Status	Inactive - Cancelled
Registration Date	October 01, 2004
Cancelled Date	August 10, 2022

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V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: Amar BHATIA	July 07, 2022
Annual Return - 2019 PAF: RATTAN (RAY) GUPTA - DIRECTOR	November 15, 2020
Annual Return - 2018 PAF: RATTAN RAY GUPTA - DIRECTOR	July 28, 2019
CIA - Notice of Change PAF: RAY GUPTA - DIRECTOR	April 01, 2019
Annual Return - 2018 PAF: AMAR BHATIA - OFFICER	March 03, 2019
Annual Return - 2018 PAF: AMAR BHATIA - OFFICER	January 20, 2019
CIA - Notice of Change PAF: AMAR JITSINGH BHATIA - DIRECTOR	November 01, 2018
Annual Return - 2017 PAF: AMAR BHATIA - OFFICER	July 08, 2018
CIA - Notice of Change PAF: AMAR JITSINGH BHATIA - DIRECTOR	August 25, 2017
Annual Return - 2016 PAF: AMAR BHATIA - OFFICER	July 02, 2017
CIA - Notice of Change PAF: AMAR JITSINGH BHATIA - DIRECTOR	January 18, 2017
Annual Return - 2015 PAF: AMAR BHATIA - OFFICER	June 19, 2016
Annual Return - 2014 PAF: AMAR BHATIA - OFFICER	May 09, 2015

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V. Quintanilla W.

Director/Registrar

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Annual Return - 2013 PAF: AMAR BHATIA - OFFICER	May 03, 2014
Annual Return - 2012 PAF: AMAR BHATIA - DIRECTOR	June 01, 2013
Annual Return - 2011 PAF: AMAR BHATIA - DIRECTOR	May 02, 2012
CIA - Notice of Change PAF: AMAR BHATIA - DIRECTOR	July 07, 2011
Annual Return - 2010 PAF: AMAR BHATIA - DIRECTOR	May 07, 2011
Annual Return - 2009 PAF: AMAR BHATIA - DIRECTOR	May 08, 2010
CIA - Notice of Change PAF: AMAR BHATIA - DIRECTOR	December 02, 2009
CIA - Notice of Change PAF: AMAR J BHATIA - DIRECTOR	September 30, 2009
Annual Return - 2008 PAF: AMAR BHATIA - DIRECTOR	May 09, 2009
Annual Return - 2007 PAF: AMAR BHATIA - DIRECTOR	July 19, 2008
Annual Return - 2006 PAF: AMAR BHATIA - DIRECTOR	May 26, 2007
Annual Return - 2005 PAF: AMAR BHATIA - DIRECTOR	June 03, 2006
Annual Return - 2004 PAF: AMAR BHATIA - DIRECTOR	April 09, 2005
Annual Return - 2003 PAF: AMAR BHATIA - DIRECTOR	June 19, 2004
Annual Return - 2002 PAF: AMAR BHATIA - DIRECTOR	April 26, 2003

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Annual Return - 2001 PAF: AMAR BHATIA - DIRECTOR	June 30, 2002
Annual Return - 2000 PAF: AMAR BHATIA - DIRECTOR	July 11, 2001
Annual Return - 2000 PAF: AMAR BHATIA - DIRECTOR	April 15, 2001
CIA - Initial Return PAF: AMAR BHATIA	May 15, 1997
BCA - Articles of Incorporation	February 13, 1997

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Appendix “V”



Ministry of Government and
Consumer Services

Profile Report

1000176653 ONTARIO INC. as of August 26, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1000176653 ONTARIO INC.
Ontario Corporation Number (OCN)	1000176653
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	April 14, 2022
Registered or Head Office Address	515 Consumers Road, Suite 701, North York, Ontario, Canada, M2J 4Z2

Certified a true copy of the record of the Ministry of Government and Consumer Services.

V. Quintanilla W.

Director/Registrar

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Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	Ray Rattan Lal GUPTA
Address for Service	515 Consumers Road, Suite 701, North York, Ontario, Canada, M2J 4Z2
Resident Canadian	Yes
Date Began	April 14, 2022

Certified a true copy of the record of the Ministry of Government and Consumer Services.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name	Ray Rattan Lal GUPTA
Position	President
Address for Service	515 Consumers Road, Suite 701, North York, Ontario, Canada, M2J 4Z2
Date Began	April 14, 2022

Name	Ray Rattan Lal GUPTA
Position	Secretary
Address for Service	515 Consumers Road, Suite 701, North York, Ontario, Canada, M2J 4Z2
Date Began	April 14, 2022

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Corporate Name History

Name

1000176653 ONTARIO INC.

Effective Date

April 14, 2022

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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Document List

Filing Name	Effective Date
CIA - Initial Return PAF: Ray Rattan Lal GUPTA	April 21, 2022
BCA - Articles of Incorporation	April 14, 2022

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

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Appendix “W”

Court File No./Estate No. BK-22-00208581-OT-31

Court File No./Estate No. BK-22-00208582-OT-31

ONTARIO

SUPERIOR COURT OF JUSTICE

(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED, of the Town of Whitby,
in the Province of Ontario

AND IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI, of the Town of Whitby,
in the Province of Ontario

--- This is the Examination under Section 163(1) of
the Bankruptcy and Insolvency Act of SANDEEP GUPTA,
taken via Neesons, a Veritext Company's virtual
Zoom platform, with all participants attending
remotely, on the 9th of February, 2023.

Job No. ON5684893

A P P E A R A N C E S:

Alexander Soutter, Esq., Counsel for Grant
Thornton Limited, in
its capacity as
trustee in bankruptcy
of the estates of
AP Private Equity
Limited and
Aiden Pleterski

Sonu Dhanju-Dhillon, Esq., for Sandeep Gupta

Also Present:

Rob Stelzer, Grant Thornton Limited
Jesse Cooper, Grant Thornton Limited
Alexandra Maddeaux, Student at Law
Rebekah O'Hare, Student at Law

REPORTED BY: Olivia Arnaud-Telycenass, CSR, B.A.

I N D E X

WITNESS: SANDEEP GUPTA

PAGE

EXAMINATION BY MR. SOUTTER..... 5

**The following list of undertakings, advisements
and refusals is meant as a guide only for the
assistance of counsel and no other purpose**

INDEX OF UNDERTAKINGS

The questions/requests undertaken are noted by U/T
and appear on the following pages: 12, 12, 16, 18,
27, 42, 42, 46, 52, 66, 68

INDEX OF ADVISEMENTS

(NONE MARKED)

INDEX OF REFUSALS

(NONE MARKED)

INDEX OF EXHIBITS

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NUMBER/DESCRIPTION	PAGE/LINE NO.
Exhibit 1: Agreement of Purchase and Sale	32:12
Dated March 4, 2021.	

1 -- Upon commencing at 8:35 a.m. --

2 SANDEEP GUPTA: AFFIRMED.

3 EXAMINATION BY MR. SOUTTER:

4 1 Q. My name is Alexander Soutter. I'm
5 counsel to the trustee, Grant Thornton Limited.

6 Your name is Sandeep Gupta?

7 A. Yes.

8 2 Q. Great. This is an examination
9 pursuant to Section 163 of the Bankruptcy and
10 Insolvency Act.

11 And you've sworn to tell the truth
12 today, right?

13 A. Correct.

14 3 Q. I see you have just a pen and
15 paper in front of you; that's blank?

16 A. Yes.

17 MS. DHANJU-DHILLON: We put
18 [inaudible].

19 -- OFF-THE-RECORD DISCUSSION --

20 BY MR. SOUTTER:

21 4 Q. So, Mr. Gupta, what did you do to
22 prepare for this examination?

23 A. I didn't do much to prepare for
24 it. I've had conversations with the trustee in
25 this regard in the past.

1 5 Q. Have you reviewed any of the
2 documents that have been sent back and forth
3 between you and the trustee or Sunray and the
4 trustee?

5 A. I have, yes.

6 6 Q. And other than your counsel, and I
7 don't want to know about what you spoke about, did
8 you speak to anyone to prepare for today?

9 A. No.

10 7 Q. I have a few questions about your
11 background. You're an officer of Sunray Group of
12 Hotels Inc., right?

13 A. Correct, yes.

14 8 Q. So I'll just refer to that as
15 "Sunray." And you were Sunray's vice president,
16 right?

17 A. Correct.

18 9 Q. And now it's president?

19 A. Correct.

20 10 Q. Right. That was sometime in
21 September 2022?

22 A. It was after September 2022.

23 11 Q. And your e-mail, for the record,
24 is [REDACTED], right?

25 A. That's correct.

1 12 Q. You founded Sunray with your
2 father, right?

3 A. Correct.

4 13 Q. Ray Gupta?

5 A. Group of Hotels. Group of Hotels.
6 Oh, yes, you were referring to it just as "Sunray,"
7 sorry.

8 14 Q. Yeah. So Sunray Group of
9 Hotels Inc., I'll just call "Sunray."

10 A. Yes.

11 15 Q. Right. And you founded that with
12 Ray Gupta, your father?

13 A. Correct.

14 16 Q. And you run the business together?

15 A. That's correct.

16 17 Q. And Kenny Gibson works for Sunray
17 too?

18 A. That is correct.

19 18 Q. All right. And his e-mail is
20 [REDACTED]?

21 A. Yes.

22 19 Q. What's his role with Sunray?

23 A. So Kenny is the president of
24 Sunray Group as an entire team. So all companies,
25 all businesses affiliated to the group.

1 20 Q. So the corporation I've identified
2 as Sunray, it operates as part of a larger group of
3 companies?

4 A. So we have a hotel division, a
5 retirement home division, and many others,
6 residential. So that's why I look after as
7 president of Sunray Group of Hotels. Kenny is the
8 president of Sunray Group as a whole.

9 21 Q. Got it. Okay. And Ken Michaud
10 also works for Sunray, right?

11 A. That's correct.

12 22 Q. Did you speak with Aiden Pleterski
13 regarding this examination?

14 A. No, I did not.

15 23 Q. When was the last time you spoke
16 with him?

17 A. It would have been in December.

18 24 Q. In December. And how did you
19 speak; was that by text or phone, in person?

20 A. So it was by phone and text.

21 25 Q. Is that how you usually
22 communicate?

23 A. Yes.

24 26 Q. How often would you say you
25 communicate with him?

1 A. Very rarely.

2 27 Q. So give me a little sense of what
3 that is, like once a month, or...?

4 A. So as of now, I don't communicate
5 with him. Just a little background on the last
6 communication, and I'm not sure the Court knows,
7 but Aiden was kidnapped, and I received the call
8 for the ransom.

9 28 Q. From who?

10 A. From Aiden. The full 911
11 recording, and so that's what December was about.

12 29 Q. So the last time you spoke to him
13 was when he called you when he was kidnapped?

14 A. After he was released, when he was
15 kidnapped, according -- and based on the police
16 asking me to assist them, I was in touch with him
17 when he was released until he was apprehended by
18 officers.

19 30 Q. What did you talk about during
20 that conversation?

21 A. He wanted to just have some advice
22 on trying to help him by -- I'm the only person who
23 has the background with financial strength, so it
24 was, just for a background, trying to help him so
25 that he wouldn't be harmed or killed.

1 31 Q. So he called you for help?

2 A. Correct.

3 32 Q. Right. And, I mean, what exactly
4 was he saying to you during that call?

5 A. So during the initial call or
6 after he was released?

7 33 Q. So there were two calls?

8 A. Well, there was a periodic from --
9 in December, from the time he was kidnapped to the
10 time he was released, basically the police were
11 living with me, and there was multiple calls from
12 when he was apprehended.

13 34 Q. So let me just make sure I'm
14 following you entirely. So at some point in
15 December, Mr. Pleterski was kidnapped, right?

16 A. Correct, right.

17 35 Q. And he was held for several days,
18 as I understand it?

19 A. Correct.

20 36 Q. And during that several-day
21 period, he called you multiple times?

22 A. Correct.

23 37 Q. And then after that period, he
24 also called you?

25 A. Only on the time he was released.

1 38 Q. So at the very end of the period
2 when he was being released, he called you?

3 A. Correct.

4 39 Q. Right. And that was the last time
5 you spoke to him?

6 A. Yes.

7 40 Q. So let's talk about the first time
8 he called you during the kidnapping.

9 A. Okay.

10 41 Q. What did he say to you?

11 A. So that day, I received multiple
12 calls from Aiden, but it was late at night; I have
13 a young child, so I didn't answer. There was no
14 reason to, and he never called me late. But it was
15 constant calling.

16 And then at around 1:30 a.m., I finally
17 had enough, and I picked up the call. And I asked
18 him right away if everything was okay. And, you
19 know, he's very monotone when he speaks.

20 And from there, it was just basically
21 everything that -- you know, I'm kidnapped. I'm
22 with some bad people right now. They need
23 \$3 million. I have nobody else to call. My
24 parents don't have that type of money, and you're
25 the only person who can help me, type of thing, in

1 a frantic -- in a frantic way, of course.

2 42 Q. Okay. So what day was that?

3 A. It was sometime in December, early
4 December.

5 43 Q. Can you check your records and let
6 us know what day that was?

7 A. I can definitely get back to you
8 and let know.

9 MS. DHANJU-DHILLON: We can get you
10 that.

11 Let me promise what we're going to hand
12 over.

13 THE WITNESS: Oh, okay. Sorry.

14 U/T MS. DHANJU-DHILLON: Yes, Alexander, we
15 can get you that date.

16 BY MR. SOUTTER:

17 44 Q. Great. And so just so that it's
18 clear, I suppose the date when he first started
19 calling and then the date of the 1:30 a.m. call
20 because it sounds like there were two dates.

21 U/T MS. DHANJU-DHILLON: Yeah, there were
22 several calls the first date, is my understanding,
23 and if you want -- yeah.

24 BY MR. SOUTTER:

25 45 Q. Okay. So he asked you for

1 \$3 million?

2 A. Correct. The number fluctuated
3 during the call, but it ended at \$3 million.

4 MS. DHANJU-DHILLON: Alexander, can I
5 provide you a little bit more detail; do you mind?

6 MR. SOUTTER: I mean, I think I'd
7 rather --

8 MS. DHANJU-DHILLON: Okay.

9 MR. SOUTTER: -- get the witness's
10 evidence, and, I mean...

11 MS. DHANJU-DHILLON: Fine. We can talk
12 about it after too.

13 BY MR. SOUTTER:

14 46 Q. Thank you.

15 So what did you say in response to
16 that?

17 A. I said that's impossible to
18 arrange. Obviously, at that time, you're worried
19 about somebody's safety because they're saying that
20 they're there to harm him; they kidnapped him.

21 Obviously, in the back of my head, I'm
22 not paying out any money, but I was trying to -- we
23 were trying to play to try to help him so that he
24 doesn't get harmed.

25 47 Q. Do you know if he was with anyone

1 at the time?

2 A. It sure sounded like it, and --
3 again, I had a phone with him and a phone with 911
4 at the time. So it's -- 911 has the full thing,
5 they've acknowledged. But I totally -- I fully
6 said there was somebody on the line, I could hear
7 them, and they acknowledged that as well, the
8 officers.

9 48 Q. So you could hear someone on the
10 line with Aiden?

11 A. Correct, yes.

12 49 Q. One person or more than one
13 person?

14 A. Couldn't -- I couldn't tell you.

15 50 Q. Was it a male or a female?

16 A. A male.

17 51 Q. Did you recognize the voice?

18 A. No.

19 52 Q. So how did that call end?

20 A. It basically ended with, you know,
21 if you can't send the money, do you have anything
22 to help to give these guys? They'll come over
23 tonight and pick it up from you to help me out.

24 And I said, there's absolutely nothing
25 and -- that I can do. I need -- I need time to

1 arrange the money. I kept playing it off that I
2 need time so that the officers and I can get
3 some -- the right advice to see how we can help
4 him.

5 53 Q. And then the call ended?

6 A. The call ended, yes.

7 54 Q. Right. But there were other calls
8 during that kidnapping period?

9 A. Afterwards, correct.

10 55 Q. Right. So tell me about the next
11 call.

12 A. So the next call, I was actually
13 with officers. Officers stayed with me for
14 multiple days. And so then it was calls between
15 Aiden and actually -- and just trying to say that,
16 you know, I need some help, and can we meet so that
17 we can help?

18 And so the officers tried to set up a
19 little sting meeting. They were trying to get me
20 to meet with him so that they can bring him into
21 safety. But again, it was multiple calls to try to
22 help out.

23 56 Q. So several calls, all to the same
24 effect, to set up a meeting?

25 A. Correct.

1 57 Q. In those calls, did you hear
2 anyone with Mr. Pleterski?

3 A. No.

4 58 Q. So just him by himself?

5 A. It was the only voice I could
6 hear.

7 59 Q. Right, okay. Can we also get the
8 dates and times of those calls?

9 U/T MS. DHANJU-DHILLON: Yeah, we can
10 provide you with that.

11 BY MR. SOUTTER:

12 60 Q. Thank you.

13 And, I mean, there must have been a
14 last call before he was released. Was that call
15 different than any of the other ones?

16 A. Before he was released, it was all
17 along the same context, from what I recall. And
18 then obviously we had a conversation, and again, I
19 had an officer on the line while I had the
20 conversation with him [inaudible] being released.

21 61 Q. So tell me about that
22 conversation. What did he tell you?

23 A. So I got a call -- and again,
24 these were from many different numbers. It wasn't
25 from one number. He must have called from five or

1 six numbers. So at that time we weren't answering
2 calls.

3 But again, when officers had asked me
4 to help them with their investigation, that's when
5 we were answering calls. So when he was released,
6 he let us know that he was okay, he has a little
7 bit of time, and we had advised him that the best
8 thing for him to do was contact the police, that
9 they would be his best safety net.

10 And that's what we did. And the
11 officers apprehended him and took him in -- took
12 him into custody. After that, I've had no dealings
13 with Aiden, but dealings with the officers.

14 62 Q. Okay. So when you say "we,"
15 you're referring to you and the officers, or...?

16 A. Sorry, that's correct, me and the
17 officers.

18 63 Q. You and the officers, okay.
19 When we get those dates and times of
20 those calls from you, can we also get the numbers
21 that called, please?

22 MS. DHANJU-DHILLON: Do you have that?

23 THE WITNESS: I don't have all those
24 numbers --

25 MS. DHANJU-DHILLON: If we have the

1 numbers, we can get them for you.

2 THE WITNESS: Yeah, but the officers
3 would. And I can give you the contact for them.

4 BY MR. SOUTTER:

5 64 Q. Okay. Well, that would be helpful
6 also, but to the extent that you have any of those
7 numbers, that would be great. We'd like that,
8 please.

9 A. Okay.

10 U/T MS. DHANJU-DHILLON: We can give you
11 the phone numbers, and we can give you the name of
12 the officer that Sandeep was dealing with.

13 BY MR. SOUTTER:

14 65 Q. Great. Now, were you the first
15 person that Mr. Pleterski called when he was
16 released?

17 MS. DHANJU-DHILLON: Sorry, do you
18 know?

19 THE WITNESS: I do not know.

20 BY MR. SOUTTER:

21 66 Q. Do you know if he called anyone
22 else?

23 A. I do not know.

24 67 Q. He was kidnapped outside of the
25 [REDACTED] right?

1 A. No. He was apprehended by the
2 police outside of the [REDACTED].

3 68 Q. Where was he kidnapped?

4 A. We don't know. I don't know.
5 When he was being traced, it was from [REDACTED]
6 [REDACTED], and that's something that the police
7 officers would have to let you know. I have no
8 idea.

9 69 Q. And so you said Mr. Pleterski
10 asked for \$3 million, right?

11 A. Yes.

12 70 Q. Did you give him that money?

13 A. No.

14 71 Q. Or his kidnappers?

15 A. No.

16 72 Q. So before all of this, before the
17 kidnapping in December of 2022, how often would you
18 speak with Mr. Pleterski?

19 A. Again, rarely.

20 73 Q. And so what does "rarely" mean,
21 roughly?

22 A. Couple times a month.

23 74 Q. And what would you talk about?

24 A. It was more from a mentor
25 perspective. He didn't have anybody to lean on, so

1 I was just an ear for him.

2 75 Q. So you were his mentor?

3 A. Mentor -- I was there as a -- just
4 a shoulder that he can talk to, you could say.

5 76 Q. Is your father also his mentor?

6 A. No.

7 77 Q. No. Do you know what their
8 relationship's like?

9 A. My father didn't have a
10 relationship with him.

11 78 Q. So is it fair to call it a mentor
12 relationship?

13 MS. DHANJU-DHILLON: I think he's just
14 told you he wasn't his mentor. He didn't view it
15 in that way, but he was someone that came if he
16 needed to talk.

17 BY MR. SOUTTER:

18 79 Q. Yeah, a shoulder to lean on, I
19 think, right?

20 A. Exactly.

21 80 Q. Okay.

22 A. And advice.

23 81 Q. So is that sort of relationship
24 why Mr. Pleterski's been living at [REDACTED]
25 property since June of 2022?

1 A. Yes and no. He was living in the
2 home located in [REDACTED] and, you know, there
3 was a matter of safety. There was a lot of concern
4 for his safety.

5 We obviously had -- when he stopped
6 paying for his rent payments, we had to -- I had to
7 look at something to protect our company and
8 protect our investment. We were having randoms
9 showing up at the house every day, so from a
10 vandalism perspective, from a -- also, I literally
11 thought that he was going to be harmed, and
12 speaking to him during that time, suicidal.

13 So we thought that we benefitted from
14 getting him out of the -- out of the [REDACTED]
15 house that we needed to, which was very valuable.
16 And so by taking him out of there and putting him
17 into one of our other properties, it was something
18 that was no skin off our back. It didn't cost us
19 anything, and it was helpful for us to get him out
20 of the [REDACTED] home.

21 82 Q. Is he still living at that
22 property?

23 A. I couldn't tell you. I don't
24 know.

25 83 Q. You don't know if he's living at a

1 property that your company owns?

2 A. Correct. That's something that --
3 after the kidnapping, obviously he put myself in
4 danger, my family in danger. I refused all
5 communication with him. And so on the residence at
6 [REDACTED] we have another associate within our
7 company who has been dealing with that.

8 84 Q. Who's that person?

9 A. It's Mr. [REDACTED]

10 85 Q. Is there any agreement regarding
11 Mr. Pleterski's stay at that location?

12 A. No. [REDACTED] so it's a day
13 by day.

14 86 Q. Does he pay for it?

15 A. No.

16 87 Q. So he's staying for free?

17 A. Correct.

18 88 Q. Does he give you anything in
19 exchange?

20 A. No.

21 89 Q. But there's no documents
22 reflecting this stay-for-free arrangement?

23 A. Correct. Again, it was to help
24 him from a safety perspective. We didn't want him
25 to be harmed. We thought he was suicidal. So just

1 during this time, we thought that we can help him
2 out.

3 90 Q. And he can stay as long as he
4 likes?

5 A. No.

6 91 Q. When does he have to leave?

7 A. By [REDACTED].

8 92 Q. Of...?

9 A. 2023.

10 93 Q. And why that date?

11 A. That was the original date of our
12 closing of the [REDACTED] home that he was supposed
13 to close on. So by him leaving the home, he -- we
14 put him over there till that -- because from that
15 time, he thought that he would have the ability to
16 still take over this home.

17 So we wanted to honour, based on that
18 agreement, that he still stay somewhere, and we're
19 helping him at the same time.

20 94 Q. So this is [REDACTED], you said?

21 A. It's a -- it was a -- it was a
22 [REDACTED], and then we took it over. It was
23 [REDACTED] our company
24 purchased it. And we're in the process of
25 converting it to condos.

1 So there's two components: [REDACTED]
2 [REDACTED]
3 [REDACTED],
4 [REDACTED]

5 95 Q. Do you know who pays for his food?

6 A. I don't.

7 96 Q. Or other living expenses?

8 A. I don't.

9 97 Q. So it's just a roof over his head?

10 A. Correct.

11 98 Q. Now, let's talk about this
12 Burlington property.

13 A. Okay.

14 99 Q. That's at 5126 Lakeshore Road in
15 Burlington, right?

16 A. That's correct.

17 100 Q. And you're familiar with this
18 property, obviously?

19 A. Yes.

20 101 Q. So I might refer to it as "the
21 Lakeshore property" or "the Burlington property."

22 A. Okay.

23 102 Q. And that's owned by a member of
24 the Sunray Group?

25 A. It is.

1 103 Q. When did the Sunray Group acquire
2 it?

3 A. So it's owned by a member of the
4 Sunray Group. It's not owned by Sunray Group.
5 It's totally a separate entity.

6 104 Q. Right. So I think the entity
7 you're referring to, and I'll just read out this
8 numbered company, it's 1000176653 Ontario Inc.,
9 right?

10 A. I believe that's correct. I
11 don't -- I don't recall it off the top of my head,
12 but it sounds familiar, yes.

13 105 Q. So that's a Sunray company --

14 MS. DHANJU-DHILLON: Alexander, I can
15 confirm that 1000 owns it.

16 THE WITNESS: Yeah, I remember the
17 one-zero-zero as well, but --

18 BY MR. SOUTTER:

19 106 Q. Okay. So I'll also call it
20 "1000," but that's a Sunray company?

21 A. It's not a Sunray company.

22 107 Q. So it's an affiliate, or...?

23 A. It's the same owner as Sunray, but
24 it's not a Sunray company.

25 108 Q. So you own it?

1 A. My father owns it.

2 109 Q. And it was previously owned by
3 1223408 Ontario Limited, right?

4 A. That is correct.

5 110 Q. So I'll call that "122."

6 A. Okay.

7 111 Q. And is that a Sunray company?

8 A. Sorry, I'm saying that's correct,
9 but I don't recall the exact number. So we're just
10 assuming that as the correct ownership number.

11 112 Q. Right. Is that a Sunray company?

12 A. No, it's not.

13 113 Q. That's also owned by your father,
14 Ray Gupta?

15 A. Correct.

16 114 Q. So when did 122 acquire the
17 Lakeshore property; do you know?

18 A. Off the top of my head, I do not
19 recall. But I believe it was just prior to COVID
20 or just -- just prior to COVID, I believe.

21 MS. DHANJU-DHILLON: Alexander, is that
22 on the parcel register?

23 BY MR. SOUTTER:

24 115 Q. Yeah, it would be. You know, if
25 memory serves, it's in 2015. And I'm not trying to

1 trick you here, but...

2 A. It was a company that we bought
3 the shares of. So my father took over the existing
4 company. So I can't recall our exact takeover
5 date. That would be something that we'd have to
6 ask my father directly. But the previous owners,
7 they were registered in that company in 2015.

8 116 Q. So your father bought this company
9 shortly before COVID?

10 A. Don't quote me. I don't recall
11 the exact timing.

12 MS. DHANJU-DHILLON: Alexander, we can
13 get -- we can get you the date of when 122 was sold
14 to 1- -- sorry, when the shares of 122 were
15 purchased by one of Mr. Gupta's entities.

16 BY MR. SOUTTER:

17 117 Q. Great.

18 A. I believe we did send all that
19 [sic] document to Grant Thornton as well.

20 118 Q. Okay. But we'd appreciate that
21 answer.

22 U/T MS. DHANJU-DHILLON: Yeah, we can give
23 you that. So it's the date that Mr. Gupta, or
24 whatever entity it was, purchased shares of 122.
25 Because 122 owned the home prior to their

1 involvement.

2 MR. SOUTTER: Right. Good.

3 MS. DHANJU-DHILLON: Okay.

4 BY MR. SOUTTER:

5 119 Q. Thank you.

6 And 122 has since been sold, right?

7 A. That is correct.

8 120 Q. Right. And that's why the
9 Lakeshore property was transferred to 1000?

10 A. That's correct.

11 121 Q. Right. And that transfer was so
12 that ultimate ownership of the Lakeshore property
13 could stay within either the Sunray Group or in the
14 control of your father, Ray Gupta?

15 A. Definitely not within
16 Sunray Group, but under Ray Gupta, yes.

17 122 Q. Okay. So I'd like to show you a
18 document. I'll pull it up on the screen.

19 A. Okay.

20 MS. DHANJU-DHILLON: So you're putting
21 it -- oh, you got it. Okay. You're going to share
22 it on the screen.

23 BY MR. SOUTTER:

24 123 Q. Right. You see that?

25 A. Yes, it's actually --

1 MS. DHANJU-DHILLON: It's kind of off
2 because we have your -- we have the -- what are
3 they called? -- the thumbnails of everybody on
4 them. Can you put it in the folder?

5 MR. SOUTTER: Sure. So --

6 THE WITNESS: Or move it down a little
7 bit.

8 MS. DHANJU-DHILLON: Yeah. Or I
9 suppose if you zoom-out, we might be able to see
10 more of it, but then we won't be able to read it,
11 maybe. Yeah, that's good.

12 THE WITNESS: We can see it.

13 MS. DHANJU-DHILLON: We can see it.

14 BY MR. SOUTTER:

15 124 Q. So this is entitled "Agreement of
16 Purchase and Sale." It's dated March 4, 2021.
17 This is a 15-page document. Are you familiar with
18 this document?

19 A. I am, yes.

20 125 Q. Right. This is the agreement
21 between 122 and Mr. Pleterski to purchase the
22 Lakeshore property?

23 A. Yes.

24 126 Q. Right. And it governs his rent of
25 the property too, right?

1 A. Correct.

2 MS. DHANJU-DHILLON: Alexander, for my
3 benefit, can you scroll to the bottom, please, so I
4 know which one you're looking at?

5 THE WITNESS: I was just going to ask
6 the same thing.

7 MR. SOUTTER: Sure. So, what, to the
8 last page? Is that --

9 MS. DHANJU-DHILLON: Yes.

10 THE WITNESS: The last page.

11 BY MR. SOUTTER:

12 127 Q. So I guess there's also a -- so
13 it's 14 pages of an agreement, and then a
14 photograph of a --

15 A. So can you go to the page before
16 this one, please?

17 So this was not the final agreement.

18 MS. DHANJU-DHILLON: Let him ask his
19 questions.

20 Alexander, can I put this to Sandeep in
21 hard copy? I've got three of them, literally
22 pulled out of Leanne's e-mails.

23 MR. SOUTTER: Sure.

24 MS. DHANJU-DHILLON: Alexandra, do you
25 want a copy?

1 MS. MADDEAUX: Sure.

2 MS. DHANJU-DHILLON: I note the only
3 difference is that there was a chart attached to
4 Leanne's, which is attached here.

5 THE WITNESS: No, that's not attached
6 here. It's --

7 MS. DHANJU-DHILLON: No, it's attached
8 here, so [inaudible] take that off.

9 BY MR. SOUTTER:

10 128 Q. Right, okay. So let's look at
11 page 5 of this document. So this is a signature
12 page. There's a signature line for 122; you see
13 that?

14 A. Yes.

15 129 Q. Is that your signature?

16 A. Yes, it is.

17 130 Q. And let's look at page 11. It's
18 also a signature page, yeah, and there's a
19 signature line for "Landlord" in the middle of the
20 page; do you see that?

21 A. Yes.

22 131 Q. Right. And that's your signature
23 too?

24 A. Yes, it is.

25 132 Q. And throughout the document, you

1 will have noticed many initials, right? Those are
2 your initials and Mr. Pleterski's initials?

3 A. That is correct.

4 MR. SOUTTER: So let's make this the
5 first exhibit, call it Exhibit 1, and, counsel,
6 we'll have that uploaded to the -- I mean, you
7 know, we're looking at the same document, but we'll
8 have the copy that's up on the screen uploaded --

9 MS. DHANJU-DHILLON: That's --

10 MR. SOUTTER: -- to the share file.

11 Right.

12 EXHIBIT NO. 1: Agreement of Purchase
13 and Sale Dated March 4, 2021.

14 BY MR. SOUTTER:

15 133 Q. When did discussions with
16 Mr. Pleterski regarding the Lakeshore property
17 start?

18 A. I believe it started with the real
19 estate agent.

20 MS. DHANJU-DHILLON: He asked you when.

21 THE WITNESS: When? In March of 2021.

22 BY MR. SOUTTER:

23 134 Q. And you had those discussions,
24 or...?

25 A. The initial discussions were with

1 the agents, and then it came to our office.

2 135 Q. Sorry, was that agents plural or
3 agent singular?

4 A. It was agents involved, plural.

5 136 Q. Okay.

6 A. The main contact was, I believe,
7 the one.

8 137 Q. Right. So Mr. Pleterski had an
9 agent, and the owner, 122, had an agent?

10 A. Yeah, actually, I believe the
11 agent for 122 who had the listing for this home,
12 he's the one who found Mr. Pleterski.

13 138 Q. That's Carlos Clavero Pinto,
14 right?

15 A. That's correct.

16 139 Q. Okay.

17 A. So it's a -- it was husband and
18 wife.

19 140 Q. I see. And that's what you mean
20 by "plural"?

21 A. Correct.

22 141 Q. Right. And those started in
23 March of 2021?

24 A. With Carlos and Christina
25 directly, I'm not sure, but it came to our

1 attention in March of 2021.

2 142 Q. And then were you having
3 discussions with Mr. Pleterski directly?

4 A. No.

5 143 Q. No. So the agents just brought it
6 to your attention that Mr. Pleterski was
7 interested?

8 A. Correct.

9 144 Q. Did you ever have discussions with
10 him about this property?

11 A. The day this agreement was made,
12 yes.

13 145 Q. Is that why there's all this
14 handwriting on it that's --

15 A. Correct. It was done after-hours,
16 so when this --

17 146 Q. Is that your handwriting?

18 A. No.

19 147 Q. Is that Mr. Pleterski's
20 handwriting?

21 A. No.

22 148 Q. So whose handwriting is that?

23 A. That was done at the lawyer's
24 office, one of his assistants or administrators.

25 149 Q. And by lawyer, you mean

1 Garry Shapiro, right?

2 A. That is correct.

3 150 Q. And I think Garry has two Rs,
4 right?

5 A. I believe so, yes.

6 151 Q. Yeah. Just for the record, for
7 spelling. And he was the lawyer for both parties
8 in respect of this deal, right?

9 A. Correct.

10 152 Q. If we look at the first page of
11 this agreement, near the bottom --

12 A. Mm-hm.

13 153 Q. -- it has a completion date of
14 March 10, 2023; that's the closing date, right?

15 A. Correct.

16 154 Q. Right. So I think before, you had
17 referred to March 12th as the day that
18 Mr. Pleterski had to be out, but is it March 10th,
19 2023?

20 A. No, I can't recall. I think a
21 final -- I think he moved in on March 12th, but the
22 completion date was supposed to be March 10th. So
23 I believe the completion date was -- it was
24 March 10th or March 12th; I can't recall.

25 155 Q. So I'm not talking when he took

1 occupancy at the Lakeshore property. I'm talking
2 about -- you know, it obviously says March 10th,
3 2023, on the page. That's the closing date of the
4 overall transaction; do you agree with that?

5 MS. DHANJU-DHILLON: Mr. Gupta might
6 not know whether it's the 10th or the 12th.

7 THE WITNESS: I think it was a
8 completion date for the document, but his tenancy
9 on the lease started on March 12th.

10 BY MR. SOUTTER:

11 156 Q. Okay, okay. Mr. Pleterski paid a
12 deposit towards this transaction, right?

13 A. Correct.

14 157 Q. \$500,000?

15 A. In total, yes.

16 158 Q. Right. And he agreed to make
17 monthly lease payments, right?

18 A. That is correct.

19 159 Q. And those were made up until May
20 of 2022?

21 A. So the lease payments were made in
22 arrears. So his final payment was made in May, but
23 it was for April of 2022.

24 160 Q. It was May 16, 2022, right?

25 A. That is correct. Around that

1 time, I don't remember exactly, but maybe, yes.

2 161 Q. And that was the last monthly
3 payment?

4 A. Correct.

5 162 Q. Most of those monthly payments
6 were made to you personally, right?

7 A. It all came -- we tried to get
8 post-dated cheques to put in the company, and it
9 was just one of those things that he sent it to me,
10 and the initial draft for the down payment was made
11 to the company. But then afterwards, it was coming
12 to myself, and then we would just put it back into
13 the company. So, yes.

14 163 Q. Right. I think the deposit may
15 have been to Mr. Shapiro in trust, actually?

16 A. You're correct, yes.

17 164 Q. Right. And then the first of the
18 monthly payments was also made to Mr. Shapiro in
19 trust, right?

20 A. I don't recall.

21 165 Q. Okay. But then --

22 A. Sorry, definitely the \$500,000, I
23 remember fully, it was made to Mr. Shapiro. I
24 don't recall if the first payment was in a draft
25 form for the first month rent.

1 166 Q. But most of the monthly payments
2 were made to you personally?

3 A. Correct.

4 167 Q. And then you would just move the
5 money over to 122?

6 A. Overall. Not every month, but we
7 did, yes.

8 168 Q. Mr. Pleterski owned a
9 McLaren Senna, right?

10 A. Yes.

11 169 Q. And he transferred that car to
12 Sunray on June 27, 2022?

13 A. Around that time, yes.

14 170 Q. Right. And that's Sunray, as I've
15 defined it, Sunray Group of Hotels Inc.?

16 A. Correct.

17 171 Q. Right. And that was security for
18 his obligations under the Lakeshore agreement?

19 A. Correct.

20 172 Q. And the value ascribed to that
21 security was \$950,000, right?

22 A. Give or take, yes.

23 173 Q. Is there a document governing that
24 grant of security?

25 A. No. It was verbal.

1 174 Q. So there are no text messages or
2 e-mails that relate to that?

3 A. Unfortunately not.

4 175 Q. Mr. Pleterski moved out of the
5 Lakeshore property in June 2022?

6 A. I can't recall if it was June or
7 July. I would have to look back and see when he
8 moved to the [REDACTED] area and --

9 MS. DHANJU-DHILLON: I think,
10 Alexander, your office already has that date, if
11 I'm not mistaken.

12 BY MR. SOUTTER:

13 176 Q. Okay.

14 A. But he still had many belongings
15 in the Lakeshore home because obviously it was a
16 large home, to a smaller -- let's -- at this time,
17 he had all intention -- there was all -- there was
18 intention from Mr. Pleterski to complete this deal,
19 and that's why the collateral was taken.

20 177 Q. And that property was left in the
21 garage, right?

22 A. The vehicle?

23 178 Q. The property that you mentioned
24 that Mr. Pleterski left behind, it was in the
25 garage of the Lakeshore property?

1 A. Not all of it, no.

2 179 Q. Okay. So some was in the house?

3 A. Quite a bit, yes.

4 180 Q. And when he moved out, Ken Michaud
5 moved in, right?

6 A. Correct.

7 181 Q. And he's the new tenant?

8 A. No.

9 182 Q. So he's just staying there?

10 A. Correct.

11 MR. SOUTTER: Why don't we take a short
12 break, and we can go off the record.

13 -- Recess at 9:18 a.m. --

14 -- Upon resuming at 9:30 a.m. --

15 BY MR. SOUTTER:

16 183 Q. So we were just talking about this
17 Lakeshore agreement; is that when you met
18 Mr. Pleterski for the first time?

19 A. Correct.

20 184 Q. And the rent for that property
21 was -- you know, I don't want to talk about the
22 dollar value, but it was approximately \$45,000 when
23 you add in a share of the property taxes, right?

24 A. That's correct.

25 185 Q. Right. And had 122 rented that

1 property out before renting it to Mr. Pleterski?

2 A. Not under Ray Gupta's ownership.
3 So I don't know.

4 186 Q. Okay. Great. Thank you.

5 Did you do any sort of background check
6 on Mr. Pleterski before entering into this deal?

7 A. So we didn't do any criminal
8 background checks, but we did ask for bank
9 statements to justify him in moving into something
10 expensive.

11 187 Q. Right. And he gave you those?

12 A. He brought them when we met with
13 the agent. He didn't hand them to me.

14 188 Q. Do you have copies of them?

15 A. No.

16 189 Q. Did he give you any other
17 financial disclosure?

18 A. No, it was just -- it was -- it
19 was funds from different banks.

20 190 Q. Do you know if he gave that
21 information to the agent?

22 A. I'm not too sure.

23 191 Q. Would you ask, please?

24 MS. DHANJU-DHILLON: You want us to ask
25 the lawyer?

1 BY MR. SOUTTER:

2 192 Q. Ask the agent --

3 MS. DHANJU-DHILLON: Agent. You want
4 us to ask Carlos if he has any of the financial
5 disclosure?

6 BY MR. SOUTTER:

7 193 Q. That Mr. Pleterski brought, right.

8 U/T MS. DHANJU-DHILLON: Yeah, we can do
9 that.

10 BY MR. SOUTTER:

11 194 Q. Thank you.

12 And to provide it if there is any.

13 MS. DHANJU-DHILLON: Actually,
14 Alexander, I think that's also within your reach;
15 is that something you can ask for directly?

16 MR. SOUTTER: I'm sure we could, but...

17 MS. DHANJU-DHILLON: Like, yeah, so I
18 prefer for you to just do it. You've got the
19 jurisdiction to make that request.

20 BY MR. SOUTTER:

21 195 Q. I mean, I'm not sure that we can't
22 both do it, but -- so is that a refusal, or...?

23 U/T MS. DHANJU-DHILLON: We'll do it.
24 That's fine.

25 BY MR. SOUTTER:

1 196 Q. Okay. Thank you.

2 So you were satisfied after seeing that
3 information that you should go forward with this
4 transaction?

5 A. That's correct.

6 197 Q. Tell me how you went from meeting
7 Mr. Pleterski on that day to becoming a shoulder
8 for him to lean on.

9 A. So he was -- after we signed and
10 Aiden had moved into the home, he was -- he was
11 cordial. He paid rents. He, you know, would be
12 nice, wish you Merry Christmas and Happy New Year.
13 So he was just a cordial person.

14 I would get in touch because once the
15 rent started being delayed a little bit, obviously
16 that started happening in the latter part of 2021,
17 when crypto was also on the decline; that's the
18 business he was in.

19 So, again, he was cordial. We would
20 always work it out, and he still kept up with the
21 rent payments. When he made his final payments, he
22 was open that the markets were down, that he still
23 had the ability to earn back the money.

24 We viewed him as an intelligent
25 individual at the time and knowledgeable in this --

1 in his field. And so when he started to get into a
2 little bit of financial trouble, we would try to
3 coach him and assist him to try to get him back up
4 on his feet.

5 198 Q. So how does that work? How does
6 that coaching work?

7 A. So just as an example, if he
8 was -- we were -- we were -- I was always the type
9 to say, you know, you're earning good money with
10 your trading; you should invest it into asset-base.
11 I was trying -- I was trying to coach him into
12 closing the home during our -- during his tenancy
13 early.

14 And so, you know, always coaching to
15 put his money into something that is actual --
16 actually, like, asset-based, if that makes sense,
17 rather than just the -- just the markets.
18 Diversify a little bit.

19 199 Q. How did you know that his earnings
20 were good?

21 A. If he was keeping up with the rent
22 of approximately 45K, I would assume that he was
23 earning decent money at that time. Also, through
24 the grapevine, I stayed in touch with the agents.

25 I never stayed in touch on a personal

1 note with Aiden prior, but I would hear that he
2 would buy an exotic car here and he bought a car
3 there, take luxury vacations. So that would
4 usually trigger that somebody is doing fairly well.

5 200 Q. So you just assumed?

6 A. Correct.

7 201 Q. So you met him when you signed
8 this agreement, and you had a cordial relationship
9 with him up until the point when rent started to be
10 a little bit slow. And then it quickly went from a
11 cordial relationship to "I'm going to give you
12 financial advice"?

13 A. To try and help him. Again, from
14 somebody who is young, we all go through ups and
15 downs in life and financially. I shouldn't say all
16 of us, but people go through ups and downs and in
17 life, and so we thought that we could help him.

18 Obviously our interest was to protect
19 our home. It's not something that we wanted to
20 take back. We wanted him to close on it. So if we
21 could help advise him or try to coach him into
22 better investments so it could grow back, then
23 that's what our goal was. Because he was of the
24 opinion strongly that he could earn back his money
25 that he's lost.

1 202 Q. You mentioned earlier that the
2 agreement I put up on the screen, our first
3 exhibit, was not the final version?

4 A. Correct.

5 203 Q. What's the final version?

6 A. So there is another version that
7 is actually, instead of -- this one is 15 pages,
8 I'm assuming, including this cheque. So the -- so
9 14 pages of the actual agreement. There is an
10 agreement that was finalized that's 12 pages.

11 204 Q. Have you provided that to us?

12 A. I believe Mr. Gibson had sent it
13 to Grant Thornton.

14 205 Q. So just so that we're clear on
15 what you're saying what the final agreement is, I'd
16 like you to send that to me, please.

17 A. Sure.

18 U/T MS. DHANJU-DHILLON: We can do that.

19 BY MR. SOUTTER:

20 206 Q. Thank you.

21 Let's talk about some of
22 Mr. Pleterski's property. We examined him, and
23 during that examination, he confirmed that when he
24 became bankrupt, you were holding a few of his
25 cars, right?

1 A. We were holding it -- a bit of
2 background on that: We were holding it because
3 when he moved out of the home and Mr. Michaud moved
4 in, we were getting harassed -- people were coming
5 up to the house every single day, looking for
6 Aiden, to the point where Mr. Michaud wanted to
7 have security himself there. His wife refused to
8 stay there. It was a -- it was a very bad
9 situation. [Inaudible].

10 And so all of his cars were on the
11 Burlington property at that time, his exotic cars.
12 So we had to move them because when the cars were
13 there, everybody would show up and think Aiden was
14 there and that Mr. Michaud was lying to them. So
15 we moved them to our other property, whether it was
16 a hotel. The really expensive ones we would put
17 where we had some shelter for protection, but,
18 yeah, we moved them from the property.

19 207 Q. So one of those cars was the
20 Lamborghini Huracán Performante, right?

21 A. That is correct, yes.

22 208 Q. Right. And there was an Audi R8
23 Spyder?

24 A. That is correct.

25 209 Q. And a Ferrari 488 Pista?

1 A. Correct.

2 210 Q. And a Honda Civic Type R?

3 A. Correct.

4 211 Q. Right. Any other cars?

5 A. Yes, there was also a Lamborghini
6 Aventador SVJ.

7 212 Q. Okay.

8 A. There was a McLaren 600LT.

9 213 Q. Okay.

10 A. And I believe he had a BMW i8 that
11 we had moved. And I believe that was all of the
12 cars that we had moved from the property.

13 214 Q. Okay.

14 THE REPORTER: Mr. Gupta, do you mind
15 moving the mic just a little bit closer to
16 yourself?

17 THE WITNESS: Oh, I'm sorry.

18 I think there was one more car. There
19 was another McLaren 570S, but I believe that was
20 taken directly at the property.

21 BY MR. SOUTTER:

22 215 Q. Okay. Thank you.

23 And so were you driving any of these
24 cars around when you had them?

25 A. No. Just for -- just towed for

1 service or to store them.

2 216 Q. Right. I think you had left a
3 pair of sunglasses in the Civic, though, right?

4 A. When we moved it to the hotel,
5 yes.

6 217 Q. So you just drove the cars to
7 other locations --

8 A. Correct.

9 218 Q. -- but that was the extent of the
10 driving?

11 A. Yes.

12 219 Q. Did Mr. Pleterski have any sort of
13 written arrangement with you regarding the holding
14 of these cars?

15 A. No. To be honest, we didn't give
16 him much of a choice because we needed it off the
17 property.

18 220 Q. There's another car, an
19 Audi R8 V-10?

20 A. Yes.

21 221 Q. Right. Sunray bought that car
22 from Mr. Pleterski?

23 A. That is correct.

24 222 Q. For \$80,000?

25 A. A little bit more to that:

1 Originally 80,000, and then we had a settlement
2 with Grant Thornton and paid them some more.

3 223 Q. Right. But Mr. Pleterski sold it
4 for 80,000?

5 A. Due to it being damaged, there was
6 a lot of work that needed to be done on the
7 vehicle. So a lot of money was spent on it too.

8 224 Q. So that's why you sold it for less
9 than it was worth?

10 A. It might have been more than what
11 it was worth.

12 225 Q. You also bought a watch from
13 Mr. Pleterski; is that correct?

14 A. That's correct.

15 226 Q. A Rolex Datejust Perpetual?

16 A. Correct, yes.

17 227 Q. Right. That was for 12,500?

18 A. Correct.

19 228 Q. When was that?

20 A. Um -- sorry, I think that was
21 approximately a year, 15 months to 18 months ago
22 now.

23 229 Q. Can you tell me when that -- like,
24 would you have any e-mail or record to...?

25 A. I wouldn't. I wouldn't. I

1 wouldn't have any record. It was a small
2 transaction. I like watches, and he called one day
3 that he was selling a watch, so I purchased it.

4 230 Q. It was just one call that you
5 talked about the watch?

6 A. That's correct.

7 231 Q. I think you said before that when
8 you spoke to him, it was only a few times a month,
9 right?

10 A. That is correct.

11 232 Q. And that's all-inclusive, calls
12 and texts and in person?

13 A. Correct.

14 233 Q. Right. Did you usually speak by
15 text?

16 A. We did speak by text. It was both
17 by text and phone.

18 234 Q. So would it be possible for you to
19 identify, by looking at your phone records with
20 Mr. Pleterski, when that watch was sold?

21 A. Possibly, but I don't even think
22 we exchanged text messages on that purchase.

23 235 Q. Right. But just looking through
24 your call logs with him?

25 A. Definitely. I can do that.

1 236 Q. Okay. Thank you.

2 MS. DHANJU-DHILLON: You mean the call
3 logs?

4 THE WITNESS: Call logs? No, I did not
5 have call logs.

6 BY MR. SOUTTER:

7 237 Q. Okay. So on your phone, you don't
8 have a record of how many times you call
9 Mr. Pleterski or he called you?

10 A. I wouldn't have that from back
11 then, no.

12 238 Q. Okay.

13 U/T MS. DHANJU-DHILLON: How about we check
14 and see what we have, and we can let you know.

15 BY MR. SOUTTER:

16 239 Q. Thank you.

17 Did you also have some silver or gold
18 bullion from Mr. Pleterski?

19 A. I didn't buy it. It was in
20 exchange for helping him out.

21 240 Q. With his dental bills?

22 A. That's correct.

23 241 Q. Right. So he gave you the silver
24 and gold bullion, and, in exchange, you paid for
25 his dental bills?

1 A. It was -- the golden bullion was
2 sold, and then the dental bill was put on my credit
3 card. And the remaining amount from that gold and
4 silver was given to Aiden.

5 242 Q. How much was that sold for?

6 A. Give or take -- it wasn't done
7 directly from me. It was done from somebody in our
8 office. But give or take, it was approximately
9 \$20,000. I think we provided the invoices for that
10 to Grant Thornton, but it was in that -- it was in
11 that neighbourhood.

12 243 Q. And what amount of that was given
13 to Mr. Pleterski?

14 A. The remaining amount, \$14,000,
15 which was the amount charged to the credit card,
16 was given back, and the remaining balance was given
17 to Mr. Pleterski.

18 244 Q. So approximately 5- to 6,000?

19 A. Yes, 6- --

20 245 Q. Right.

21 A. 6- or 7,000, somewhere -- between
22 5- and 7,000, I would assume it was.

23 246 Q. And how was that given to him? In
24 cash?

25 A. That's correct. It was cash.

1 247 Q. Do you know when that was given to
2 him?

3 A. It was, I believe, July or August.
4 August, I believe.

5 248 Q. Of --

6 A. Of 2022.

7 249 Q. Have you bought any other assets
8 from Mr. Pleterski?

9 A. No.

10 250 Q. Has Sunray?

11 A. No.

12 251 Q. Or any of the other companies
13 we've talked about, 122 or 1000?

14 A. Absolutely not.

15 252 Q. Has your father?

16 A. No.

17 253 Q. You're holding a watch for him,
18 right, a Jacob & Co. watch?

19 A. No, I'm not.

20 254 Q. Are you familiar with that watch?

21 A. Not at all.

22 255 Q. A Jacob & Co. Astronomia Casino
23 watch?

24 A. I have no idea.

25 MS. DHANJU-DHILLON: Sorry, a what

1 watch? Can you say that last part again?

2 BY MR. SOUTTER:

3 256 Q. Sure. It's a Jacob & Co.

4 Astronomia Casino.

5 A. "Astronomia."

6 257 Q. Sorry. Astronomia.

7 MS. DHANJU-DHILLON: Okay. Thanks.

8 BY MR. SOUTTER:

9 258 Q. Thank you.

10 Has Mr. Pleterski spoken to you about
11 that watch ever?

12 A. No.

13 259 Q. He didn't ask you to take it out
14 of a safe he left in the Lakeshore property garage?

15 A. No, he did not.

16 260 Q. Are you familiar with that safe?

17 A. I do -- yes, I do know it.

18 261 Q. Right. Did Mr. Pleterski ask you
19 to take anything out of the safe?

20 A. No.

21 262 Q. Did you?

22 A. No.

23 263 Q. Do you know if anyone else has?

24 A. I couldn't tell you. I wouldn't
25 know.

1 264 Q. Do you know who has access to that
2 safe?

3 A. I don't.

4 265 Q. Are you holding any assets for
5 Mr. Pleterski?

6 A. No, I'm not.

7 266 Q. Is Sunray or any of the companies
8 we've talked about?

9 A. Absolutely not.

10 267 Q. Your father?

11 A. No.

12 268 Q. And since their bankruptcy, have
13 you held any assets of the bankruptcy?

14 A. No, besides the Senna.

15 269 Q. Right. Or the other vehicles
16 we've talked about?

17 A. The other cars were just on the
18 property. It's not that we were holding them.

19 270 Q. Okay. So I'm just trying to cover
20 everything. So since their bankruptcy, either
21 bankrupt, have you or any of the companies we've
22 talked about or your father held or stored any
23 property from either bankrupt, other than the Senna
24 and the other vehicles that we've discussed?

25 A. No.

1 271 Q. Did you put people in touch with
2 Mr. Pleterski to buy some of his watches?

3 A. I -- at the time, when he sold the
4 watch, I did introduce him to a few people, but I
5 don't know even if they went through with anything
6 or not.

7 272 Q. Who were those people?

8 A. Colleagues and friends. I don't
9 even remember exactly who.

10 273 Q. How did you tell Mr. Pleterski
11 about them?

12 A. I think I would have given them
13 his phone number, and they would have got in
14 contact with him. Or I would have sent it to
15 Aiden, and he would have got in contact with them.
16 I'm not -- I honestly don't even remember.

17 274 Q. You don't remember a single one of
18 these people?

19 A. No.

20 275 Q. Have you put anyone else in
21 contact with Mr. Pleterski regarding any of his
22 other assets?

23 A. No.

24 276 Q. Just the watches?

25 A. Just the watches.

1 277 Q. I have a few questions about the
2 transfer of the Lakeshore property from 122 to
3 1000. Are there any written agreements relating to
4 that transaction?

5 A. No, there would not be.

6 278 Q. Okay.

7 MS. DHANJU-DHILLON: Sorry, one second.
8 Do you know for sure?

9 THE WITNESS: I don't know for sure.

10 BY MR. SOUTTER:

11 279 Q. Okay. Based on the --

12 MS. DHANJU-DHILLON: Alexander, can I
13 ask the relevance of that question?

14 MR. SOUTTER: The trustee asserts an
15 interest in the property.

16 MS. DHANJU-DHILLON: No, but what does
17 that have to do with a transfer from 122 to 1000?

18 MR. SOUTTER: We want to understand
19 that nature of that transaction and whether it
20 affects our interest or not.

21 MS. DHANJU-DHILLON: I'm trying to
22 understand just to see if I'm prepared to help
23 answer Mr. Gupta. He doesn't have the knowledge.
24 I just don't see how that -- like, clearly it's an
25 asset now of 1000, so why does it matter what

1 happened between 122 and 1000?

2 MR. SOUTTER: So, I mean, I think I've
3 sort of set our position. We assert an interest in
4 the property, and it has been transferred from one
5 company to another. And we want to understand
6 whether that affects our interest in the property
7 or not.

8 MS. DHANJU-DHILLON: That's fine.

9 MR. SOUTTER: Okay.

10 THE WITNESS: We provided those details
11 to Grant Thornton.

12 MS. DHANJU-DHILLON: Okay. Let him ask
13 the question.

14 BY MR. SOUTTER:

15 280 Q. On the parcel abstract for that
16 Lakeshore property, the consideration is listed as
17 5.2 million; does that sound familiar?

18 A. That's -- I know that's
19 approximately the mortgage amount on the home.

20 281 Q. Right. To BMO, right?

21 A. That's correct.

22 282 Q. So is it that 1000 just assumed
23 122's obligations under the mortgage?

24 A. That's correct.

25 283 Q. Right. Because of the transfer?

1 A. Yes.

2 284 Q. Right. Is Mr. Pleterski an
3 officer or director of 122?

4 A. No.

5 285 Q. Is he a shareholder?

6 A. No.

7 286 Q. Is he an officer or director of
8 1000?

9 A. No.

10 287 Q. Is he a shareholder?

11 A. No.

12 288 Q. Does he have any interest in
13 either of those companies?

14 A. Absolutely not.

15 289 Q. Since his bankruptcy, has
16 Mr. Pleterski stayed at the Lakeshore property?

17 A. Since his bankruptcy, no.

18 290 Q. Has he stayed at [REDACTED]

19 [REDACTED]?

20 A. No, not that I'm aware of.

21 291 Q. Are you aware if he stayed at the
22 [REDACTED]?

23 A. I'm not aware.

24 292 Q. Or [REDACTED]?

25 A. I'm not aware at all.

1 293 Q. Other than the Lakeshore
2 agreement, do you have any written agreements with
3 either of the bankrupts?

4 A. No.

5 294 Q. Does Sunray or any of the
6 companies we've spoken about?

7 A. No.

8 295 Q. Or your father?

9 A. No.

10 MR. SOUTTER: Okay. Why don't we take
11 another break. We'll pop back off the record.

12 -- Recess at 9:57 a.m. --

13 -- Upon resuming at 10:10 a.m. --

14 BY MR. SOUTTER:

15 296 Q. So a few more questions here,
16 Mr. Gupta.

17 A. Okay.

18 297 Q. Is the Lakeshore property listed
19 for sale?

20 A. It is, yes.

21 298 Q. For how much?

22 A. It's listed exclusively for
23 9.75 million.

24 299 Q. And who is it listed with?

25 A. The agency, it's actually the same

1 gentleman who did the original listing.

2 300 Q. And when was that listed with the
3 agency?

4 A. Oh, I believe -- I believe we just
5 listed it right before the new year,
6 November-December time. November.

7 301 Q. But it's not sold?

8 A. No, it's not.

9 302 Q. Okay.

10 A. You know, I was also just
11 thinking, just for your knowledge, the McLaren
12 Senna, the reason why it was transferred to
13 Sunray Group, even though Sunray Group of Hotels
14 has nothing to do with the home, technically, it
15 was just for insurance purposes because we have
16 fleet insurance under the company.

17 So any vehicle under the Sunray goes
18 under our policy that exists. Because those cars
19 are very expensive to insure.

20 303 Q. Okay. I have a few more questions
21 about Mr. Pleterski's kidnapping.

22 A. Okay.

23 304 Q. Dragan Pleterski,
24 Aiden Pleterski's father, told us that you called
25 him after Mr. Aiden Pleterski was kidnapped?

1 A. And that's a lie. He called me.
2 And I don't even know how he had my number. I
3 don't have his number, but I did not call him.

4 305 Q. When did he call you?

5 A. He called me the following day --
6 actually, let me correct myself. During the
7 kidnapping procedure, based on the officers, after
8 Dragan had called me, we called him to update him
9 on the officer's recommendation.

10 306 Q. So once you learned that
11 Aiden Pleterski has been kidnapped, you and the
12 police officers called Dragan Pleterski?

13 A. No, no, so it was the -- after
14 Aiden was kidnapped, after the first call, it was
15 the following day; we had received a call, and I
16 was with the officer, from Dragan.

17 307 Q. Okay.

18 A. He had asked -- he called a couple
19 times, again, asking to help his son. It's
20 actually, you know, the whole story is -- it's very
21 complex a little bit. Officers had thought that he
22 was involved in it a little bit because when he
23 called and I said that I was with the cops, they
24 asked us to go into a private room. And obviously,
25 we brought -- I brought the officer with me to the

1 private room, and without him knowing. Because I
2 told him that I have the cops here or whatever,
3 whatever you have to say to me should be said in
4 front of the cops.

5 And all it was was a call that he said
6 that he talked to the Underground, whatever that
7 means, and it was confirmed that Aiden was
8 kidnapped. And I go -- and he says that I have a
9 variable mortgage on my home; you could take -- you
10 could take over the home, and -- or put a second
11 mortgage on the home to give us some money to help
12 him because they said to the Underground that half
13 a million dollars will keep him safe.

14 Along those terms. It might be
15 jumbled. It was a few months ago, but it's along
16 those terms.

17 308 Q. So that was Dragan Pleterski
18 calling you?

19 A. Correct.

20 309 Q. Right. And then was there an
21 outbound call from you to Dragan Pleterski?

22 A. I believe so. I believe the
23 officers asked us to call Dragan when -- because
24 when he told us that he talked to the Underground
25 people, he had asked us -- the officers asked us

1 the next day to call Dragan just to find out if
2 there was more details that he would tell you that
3 he was not telling the officers. That was in the
4 presence of the officers.

5 310 Q. And what did Dragan Pleterski tell
6 you during that call?

7 A. He just basically said that that's
8 where the whole house -- I have a house that has a
9 low mortgage, if you can please help my son. We
10 talked to the people, and half a million dollars is
11 what they said they wanted at that time.

12 311 Q. So just so I'm understanding
13 correctly, Dragan Pleterski said that he spoke with
14 Aiden's kidnappers?

15 A. No, to the Underground, whatever
16 the Underground -- the word on the street, I guess,
17 whoever they were affiliated with that -- those, I
18 guess.

19 312 Q. So do I have it right that there
20 were just the two calls?

21 A. No, I believe there was more than
22 two calls from Dragan. Again, at the end, I think
23 it was -- before he was released again, it was,
24 here's an update on what we heard from the streets,
25 and again, please help my son, if you can; I'll be

1 indebted to you forever type of thing.

2 313 Q. So there were several calls from
3 Dragan Pleterski and one call to Dragan Pleterski?

4 A. That is correct.

5 314 Q. Would you be able to look through
6 your phone and tell me the dates and times of those
7 calls?

8 A. That's correct -- yes, at the
9 time -- I don't know if it would keep it from then,
10 but --

11 U/T MS. DHANJU-DHILLON: We'll give you the
12 same undertaking. We'll go back and look at what
13 we can get, and if it's available, we'll provide
14 it.

15 BY MR. SOUTTER:

16 315 Q. Thank you.

17 A. And her speaking just triggered my
18 memory a little bit. I remember when Dragan first
19 called with the officers, we did not -- I did not
20 answer the phone. When I say "we," I mean because
21 I was with the officer -- did not answer his phone.

22 Then I received a text message saying,
23 this is Aiden's father; please call me. That was
24 the only call I believe I made to him. It was one
25 or two, and that was the initial one.

1 BY MR. SOUTTER:

2 316 Q. Do you know why Aiden Pleterski
3 was released at [REDACTED]?

4 A. I don't. I don't know why he was
5 released there.

6 317 Q. That's where you live, right?

7 A. That is correct.

8 318 Q. We've asked for a few documents
9 and pieces of information during the examination.
10 We haven't talked about timing.

11 It sounds like the other Lakeshore
12 agreement that you referred to is available to you,
13 counsel? Is that something that we can have today?

14 MS. DHANJU-DHILLON: Yeah, I can give
15 it to you on Monday. I'm not in the office today
16 or tomorrow.

17 BY MR. SOUTTER:

18 319 Q. Sure. Monday's fine. Thank you.

19 MS. DHANJU-DHILLON: If I can get it to
20 you sooner than that, I will do so.

21 BY MR. SOUTTER:

22 320 Q. Thank you.

23 And then the balance of the documents
24 or information that we agreed on, is a week fine
25 for that? I mean, I think it's not too, too much.

1 MS. DHANJU-DHILLON: It's not about
2 that. It's about everything else on my plate. We
3 can -- let's go back, and we can confirm about
4 maybe two weeks?

5 BY MR. SOUTTER:

6 321 Q. So the 23rd? Just...

7 U/T MS. DHANJU-DHILLON: Yeah, let me just
8 look at my calendar because I'm away for a few
9 days, so I don't want to -- can we just say the end
10 of the month? It'll probably be sooner than that.

11 BY MR. SOUTTER:

12 322 Q. Sure. The 28th?

13 MS. DHANJU-DHILLON: Yeah.

14 MR. SOUTTER: Great. So subject to
15 reviewing those documents and information and any
16 other questions that might arise, those are my
17 questions here today.

18 -- Whereupon the examination adjourned at
19 10:20 a.m. --

20

21

22

23

24

25

REPORTER'S CERTIFICATE

I, OLIVIA ARNAUD-TELYCENAS,
Chartered Shorthand Reporter, certify;

That the foregoing proceedings were
taken before me at the time and place therein set
forth, at which time the witness was put under oath
by me;

That the testimony of the witness
and all objections made at the time of the
examination were recorded stenographically by me
and were thereafter transcribed;

That the foregoing is a true and
correct transcript of my shorthand notes so taken.

Dated this 9th day of February, 2023.



NEESONS, A VERITEXT COMPANY

PER: OLIVIA ARNAUD-TELYCENAS, CSR

CHARTERED SHORTHAND REPORTER

Appendix “X”

Ontario

🔍 Any listing #, address

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Watched List 1 Jesse Cooper



5126 Lakeshore Rd
Burlington - Shoreacres
Detached

Listed for: ~~\$23,000~~
Terminated in Feb 2021



5+1 Bedrooms



8 Bathrooms



3 Garage

🔔 Watch this listing and get notified when it's sold

Watch



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Jesse Cooper

Listing History

Buy/sell history for 5126 Lakeshore Rd, Burlington (Detached)

Date Start	Date End	Price	Event
2020-12-01	2021-02-23	\$23,000	Terminated
2020-12-01	2021-02-23	\$8,195,000	Terminated
2018-06-01	2018-09-19	\$5,788,000	Terminated
2018-02-09	2018-05-31	\$5,999,999	Expired
2017-08-25	2017-12-29	\$5,999,999	Deal Fell Through
2017-07-10	2017-08-21	\$5,950,000	Terminated
2016-11-25	2016-12-14	\$5,700,000	Terminated
2015-12-23	2016-06-23	\$5,200,000	Deal Fell Through
2015-02-24	2015-08-24	\$5,200,000	Expired
2012-09-19	2013-04-02	\$4,999,000	Terminated

Key Facts

[View Listing In Full Map](#)

Key facts for 5126 Lakeshore Rd, Shoreacres, Burlington

Tax:

\$- / -

Listing #:

W5053643



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Size:

3333.1001

Updated on:

2021-02-23

Lot Size:

100 x 610 feet

Market Demand:

Lot Irregularities:

597.35 Ft X
100.25 Ft X
367.53 Ft X 80.2

Buyer's Market

Balanced

Seller's Market

Parking:

Attached 3
garage, 6 parking

Basement:

Fin W/O

Description:

Private Waterfront Estate Property With Resort Like Feel. Gated Entrance, Private Dock, Riparian Rights & 100 Ft Of Frontage Along The Shores Of Lake Ontario Offering Unobstructed Lake Views. Every Detail Has Been Meticulously Thought Out From The Smart Home System To Designer Lighting & Custom Automated Window Treatments. This Home Has Everything A Discerning Buyer Is Looking For, Wolf & Sub Zero Appliances, Elevator, Gym, Movie Theater, Spa, 3 Car Garage.

[Read More](#)

Home Value

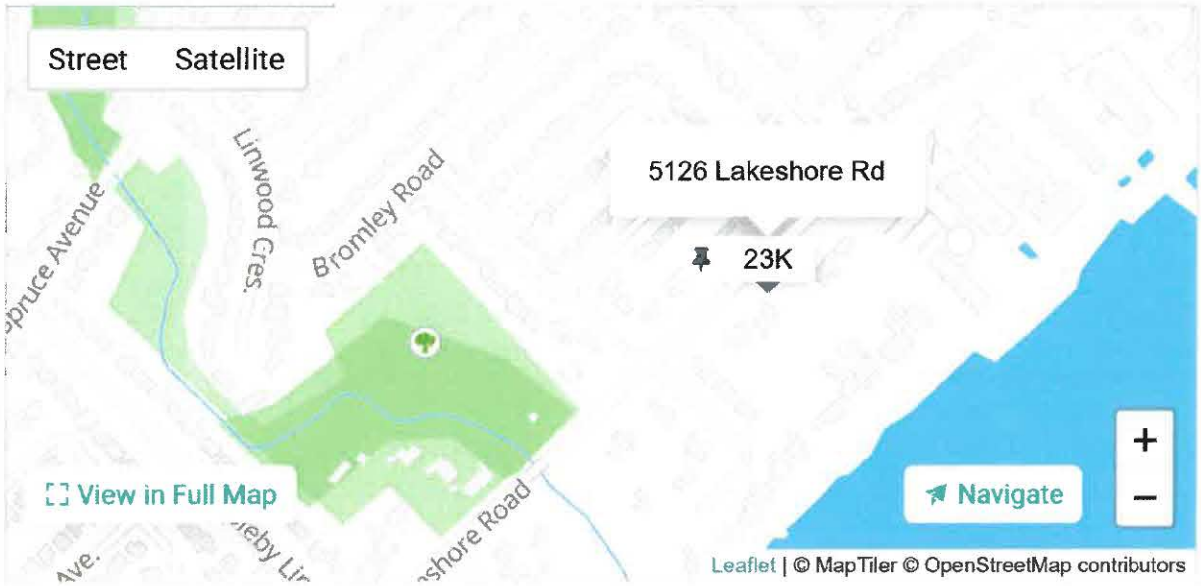
Current valuation for 5126 Lakeshore Rd, Burlington. (Listed for \$ 23,000 on 2020-12-01)

SigmaEstimate ? Estimated Date ? Rental Estimate ? Rental Yield ? Rental Dom ?



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Sold Comparables

Homes near 5126 Lakeshore Rd, Burlington



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1

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Term:

25 years

▼

Rate:

4.5 %

Mortgage Payment

\$ 103

Down Payment:

\$ 4600

◊

20 ◊ %



* Source: Calculation formula is compiled by HouseSigma. This is for educational use only.

Cash Flow Analysis

Mortgage Payment:

\$103

Monthly Payment:

\$103

Break Even Down Payment:

100%

Cash Flow

-\$103

Property Tax(Monthly):

\$ 0

Maintenance Cost:

\$ 0

Rental Income:

\$ 0



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Property details for 5126 Lakeshore Rd, Burlington. (Listed for \$ 23,000 on 2020-12-01)

Property		Building	
Property Type:	Detached	Size:	5000+ feet²
Style:	2-Storey	Building Age:	16-30
Community:	Shoreacres	Construction:	Stone, Stucco/Plaster
Municipality:	Burlington		

Inside		Parking	
Bedrooms:	5	Driveway:	Private
Bathrooms:	8	Garage Type:	Attached
Bathrooms Detail:	2, 2pc Main floor	Garage:	3.0
Bathrooms Detail:	2, 3pc Bsmt floor	Parking Places:	6
Bathrooms Detail:	1, 3pc 2nd floor	Total Parking Space:	9.0

		Highlights	
Bathrooms Detail:	1, 4pc 2nd floor	Golf:	Y
Basement Type:	Fin W/O	Hospital:	Y
Kitchens:	1	Lake Access:	Y
Rooms:	7	School:	Y
Family Room:	Y		



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Water:	Municipal	Frontage:	100.00
Cooling:	Central Air	Depth:	610.00
Heating Type:	Forced Air	Lot Size:	100 x 610 feet
Heating Fuel:	Gas	Lot Size Code:	Feet
		Acreage:	.50-1.99
		Waterfront:	Direct
		Cross Street:	Lakeshore Rd & Appleby Line

Rooms

Change To Metres

Room details for 5126 Lakeshore Rd, Burlington. (Listed for \$ 23,000 on 2020-12-01)

Living (19.8 x 9 feet)	Level: Main
Dining (23.9 x 15.7 feet)	Level: Main

More

Schools Nearby

Schools near 5126 Lakeshore Rd, Burlington



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Community Stats

Overview of Community Stats for **Detached** in **Shoreacres, Burlington**

December 2022	December 2022	December 2022	1 Year Value Change	-13.6%
Median Price	New Listings	Median Days on Market	5 Year Value Change	+41%
\$1250000	7	22	10 Year Value Change	+127%

Community Median Price(Detached) *

View More Stats



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View More Stats

Property Type Distribution (Burlington / Shoreacres) *



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Demographics by Statistics Canada

The following demographic information is based on the dissemination area as defined by Statistics Canada. A dissemination area contains, on average, approximately 200 – 400 households and is often referred to as a small neighbourhood.



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Receive updates for Detached homes in Shoreacres - Burlington

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I'd like to lease something similar to: [W5053643], 5126 Lakeshore Rd, Burlington

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HouseSigma is a leading technology platform that utilizes artificial intelligence technology to correctly estimate Canadian home values in real time.

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App Version: 5.15.4

Appendix “Y”

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 4 day of March, 2021

BUYER: AIDEN ALOJZ PLETESKI, agrees to purchase from
(Full legal names of all Buyers)

SELLER: 1223408 ONTARIO LIMITED, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 5126 Lakeshore Road Burlington, Ontario L7L 1B9

fronting on the North side of LAKESHORE RD

in the City of BURLINGTON

and having a frontage of 100.00 more or less by a depth of 610.00 more or less

and legally described as
PT LT 4 CON 4 NELSON SOUTH OF DUNDAS STREET AS IN 461426

(Legal description of land including easements not described elsewhere)

PURCHASE PRICE:

(the "property")
8,490,000
8,495,000.00
Dollars (CDN\$)

Eight Million Four Hundred Ninety-Five Thousand Dollars

DEPOSIT: Buyer submits as otherwise described in this Agreement

(Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Hundred Thousand Dollars (CDN\$) 100,000.00

by negotiable cheque payable to GARY SHAPIRO (IN TRUST) "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 as more particularly set out in Schedule A attached.

SCHEDULE(S) A: C AND attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Seller until 11:59 on the 5 day of March, 2021, 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 10 day of March, 2023. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): ap

INITIALS OF SELLER(S): [Signature]

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:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

All Kitchen Appliances (Main floor Microwave, built in gas stove, built in Wolf oven, Subzero fridge, dishwasher)
wine fridge and dishwasher in the basement, washer and dryer, all window coverings, blinds, drapes, curtains and remotes. Central Vacuum and related accessories, hot tub, Sauna

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:**

none

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:

none

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):



INITIALS OF SELLER(S):



8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 22 day of February, 2023, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (single family residential) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future 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 restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants 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 compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title 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 risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 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-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** 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 sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire 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 lawyer'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 title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared 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. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this 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. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back 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(S):

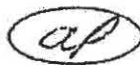


INITIALS OF SELLER(S):



- 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 ASSESSMENT:** 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 the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused 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.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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)

(Buyer) AIDEN ALOJZ PLETESKI

(Seal)

(Date)

04, March;

(Witness)

(Buyer)

(Seal)

(Date)

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)

(Seller) 1223408 ONTARIO LIMITED

(Seal)

(Date)

(Witness)

(Seller)

(Seal)

(Date)

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 to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(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 this day of 20.....
(a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	THE AGENCY
	(Tel.No.)
Carlos Clavero Pinto	
	(Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage	CARLOS CLAVERO PINTO
	(Tel.No.)
	(Salesperson/Broker/Broker of Record 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.

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.

(Seller) 1223408 ONTARIO LIMITED (Date)

(Buyer) AIDEN ALOJZ PLETESKI (Date)

(Seller) (Date)

(Buyer) (Date)

Address for Service

Address for Service

(Tel. No.)

(Tel. No.)

Seller's Lawyer

Buyer's Lawyer

Address

Address

Email

Email

(Tel. No.)

(Fax. No.)

(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 MLS® 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 MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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

BUYER: AIDEN ALOJZ PLETESKI, and

SELLER: 1223408 ONTARIO LIMITED

for the purchase and sale of 5126 Lakeshore Road Burlington, Ontario

L7L 1B9 dated the 4 day of March, 2021.

Buyer agrees to pay the balance as follows:

The Buyer acknowledges that the Property is subject to Current Value Tax Assessment in the Province of ON

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 represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

As per the lease agreement attached on Schedule C of the agreement The Buyer agrees to pay a non-refundable total deposit of \$500,000 (five Hundred thousand dollars) to the Landlord's lawyer Garry Shapiro (In Trust). The payment will be paid in 2 installments, the first installment of \$100,000 is due on March 5th 2021 and the 2nd payment of \$400,000 is due on March 12th 2021. The Seller agrees this deposit amount of \$500,000 (five Hundred thousand dollars) is to be credited towards the purchase price of the property on completion of the Agreement of Purchase and Sale. The deposits shall be released by vendor's deposit lawyer to the Seller.

~~As per the lease agreement attached on Schedule C. The Seller agrees that the 24 monthly lease payments will be applied and credited towards the purchase price of \$8,490,000 for the property on completion of the Agreement of Purchase and Sale.~~

The Seller agrees to provide a survey prior to the completion date

The lease and Agreement of purchase and sale shall be read in conjunction with each other.

The ~~parties~~ Vendor has a right to provide the vendor's form of the agreement and the purchaser agrees to execute such agreement.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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

BUYER: AIDEN ALOJZ PLETESKI, and

SELLER: 1223408 ONTARIO LIMITED

for the purchase and sale of 5126 Lakeshore Road Burlington, Ontario

L7L 1B9 dated the 4 day of March, 2021

ap This Offer is conditional upon the approval of the terms hereof by the Buyer's Solicitor. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale and Agreement to Lease or any Schedule thereto not later than 2:00 p.m. on March 05 2021, that this condition is fulfilled, this Offer shall be null and void and the Buyer and the Seller agree to sign a Mutual Release within 24 Hours thereof. This condition is included for the benefit of Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

ap This Offer is conditional upon the approval of the terms hereof by the Seller's Solicitor. Unless the Seller gives notice in writing delivered to the Buyer personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale and Agreement to Lease or any Schedule thereto not later than 2:00 p.m. on March 05 2021, that this condition is fulfilled, this Offer shall be null and void and the Buyer and the Seller agree to sign a Mutual Release within 24 Hours thereof. This condition is included for the benefit of Seller and may be waived at the Seller's sole option by notice in writing to the Buyer as aforesaid within the time period stated herein.

ap The Buyer acknowledges the property 5126 Lakeshore Rd has registered easement on the property description; PT LT 4 CON 4 NELSON SOUTH OF DUNDAS STREET AS IN 461426 EXCEPT PART 1 20R6270 SUBJECT TO AN EASEMENT OVER PART 1 20R10903 IN FAVOUR OF PART 1 20R6270 UNTIL 2037/10/05 AS IN HR1495268 CITY OF BURLINGTON, giving right of way to the neighboring property 5130 Lakeshore Rd and the Seller agrees to provide the Buyer, at the Seller's own expense all relevant documentation establishing that said easement has been amended to 2 years for access to the laneway leading to the back of 5130 Lakeshore Rd for the purpose of putting in a swimming pool 2 weeks prior to closing of date of this Agreement of Purchase and Sale. The buyer agrees to provide access to the property ~~with respect to any matters relating to the easement.~~ The Seller agrees that the Buyer has the right to assign the sale of the property if the value of the home is more than the outstanding sale value without penalty except the lawyer's fee.

Notwithstanding the completion date set out in this agreement, the Buyer and Seller may, by mutual agreement in writing, advance the date of completion of this transaction.

The Buyer/tenant waives obtaining independent legal advice/representation. *ap* *z*

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

INITIALS OF BUYER(S):

ap

INITIALS OF SELLER(S):

z

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

BUYER: AIDEN ALOJZ PLETESKI, and

SELLER: 1223408 ONTARIO LIMITED

for the purchase and sale of 5126 Lakeshore Road Burlington, Ontario

..... L7L 1B9 dated the 4 day of March 2021

The Purchase Price includes any buildings, sheds, improvements, fixtures, attachments there to and all blinds, curtains and curtains rods, fixture including all lights bulbs.

All furniture currently at the property along with all fixtures hung and attached to the property in all level of the home.

All rugs and carpets and any decorating paintings, mirrors, tables, chair, couches, sofas.



Bedroom furniture for all bedrooms

All TVs, projection system and speaker system, surrounded sound system on all levels, along alarm monitoring system and cameras.

All furniture in Basement along with home theatre system and chairs

all remotes related to blinds, electronic equipment's, garage door opening

Seller agent will provide an inventory list of all the furniture, fixture and chattels included

Seller agree to fix the smart Home system within two weeks of closing of the lease agreement.  

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

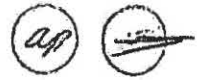
INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



Schedule "C"



This Agreement to Lease (Agreement) dated this 4th day of March, 2021

TENANT: AIDEN ALOJZ PLETERSKI
(Full legal names of all Tenants)

LANDLORD: 1223408 ONTARIO LIMITED
(Full legal name of Landlord)

ADDRESS OF LANDLORD: 5126 LAKESHORE RD BURLINGTON L7L 1B9
(Legal address for the purpose of receiving notices)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement. For the purposes of this Agreement "Tenant" includes lessee and "Landlord" includes lessor.

1. **PREMISES:** Having inspected the premises and provided the present tenant vacates, I/we, the Tenant hereby offer to lease, premises known as:
5126 LAKESHORE RD Ontario

2. **TERM OF LEASE:** The lease shall be for a term of TWO YEAR commencing March 12 2021.

3. **RENT:** The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of Forty-Two Thousand One Hundred Seventy-Four point Sixteen Dollars (CDN\$) 42,174.16, payable in advance on the 12 day of each and every month during the currency of the said term. First and last months' rent to be paid in advance upon completion or date of occupancy, whichever comes first.

4. **DEPOSIT AND PREPAID RENT:** The Tenant delivers as otherwise described in this Agreement (Herewith/Upon acceptance/as otherwise described in this Agreement) by negotiable cheque payable to THE AGENCY Landlord Agent "Deposit Holder" in the amount of Forty-Two Thousand One Hundred Seventy-Four point Sixteen Dollars (CDN\$) 42,174.16 as a deposit to be held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and to be applied by the Landlord against the 1st month's rent. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction. The first month's payment to be provided

For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant 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. on or before March 12, 2021

5. **USE:** The Tenant and Landlord agree that unless otherwise agreed to herein, only the Tenant named above and any person named in a Rental Application completed prior to this Agreement will occupy the premises.

Premises to be used only for:

Residential use

6. **SERVICES AND COSTS:** The cost of the following services applicable to the premises shall be paid as follows:

	LANDLORD	TENANT		LANDLORD	TENANT
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cable TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oil	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Condominium/Cooperative fees	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Garbage Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hot water heater rental	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: <u>property taxes</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water and Sewerage Charges	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: <u>tenant insurance</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Landlord will pay the property taxes, but if the Tenant is assessed as a Separate School Supporter, Tenant will pay to the Landlord a sum sufficient to cover the excess of the Separate School Tax over the Public School Tax, if any, for a full calendar year, said sum to be estimated on the tax rate for the current year, and to be payable in equal monthly installments in addition to the above mentioned rental, provided however, that the full amount shall become due and be payable on demand on the Tenant.

INITIALS OF TENANT(S):

ap

INITIALS OF LANDLORD(S):

[Signature]

7. **PARKING:**
ALL THE PARKING IN GARAGE, DRIVEWAY AND PROPERTY

8. **ADDITIONAL TERMS:**
~~A REFUNDABLE SECURITY DEPOSIT FOR THE FURNISHINGS OF \$54,000 (Fifty four thousand dollars) is being provided upon acceptance of the offer~~

9. **SCHEDULES:** The schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: Schedule(s) A

10. **IRREVOCABILITY:** This offer shall be irrevocable by Tenant until 11:59 on the 15 day of March, 2021 after which time if not accepted, this Agreement shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

11. **NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord 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.: _____ FAX No.: _____
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

Email Address: _____ Email Address: _____
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

12. **EXECUTION OF LEASE:** The Lease shall be drawn by the Landlord on the standard form of lease as prescribed by the *Residential Tenancies Act, 2006*, as amended from time to time, and shall include the provisions as contained herein and in any attached schedule, and shall be executed by both parties before possession of the premises is given. The Landlord shall provide the Tenant with information relating to the rights and responsibilities of the Tenant and information on the role of the Landlord and Tenant Board and how to contact the Board. (Information For New Tenants as made available by the Landlord and Tenant Board and available at www.tlb.gov.on.ca)
13. **LANDLORD AND TENANT ACKNOWLEDGMENT:** The Landlord and Tenant acknowledge and agree that a standard form of lease as prescribed by the *Residential Tenancies Act, 2006*, as amended from time to time is required.
14. **ACCESS:** The Landlord shall have the right, at reasonable times to enter and show the demised premises to prospective tenants, purchasers or others. The Landlord or anyone on the Landlord's behalf shall also have the right, at reasonable times, to enter and inspect the demised premises.
15. **INSURANCE:** The Tenant agrees to obtain and keep in full force and effect during the entire period of the tenancy and any renewal thereof, at the Tenant's sole cost and expense, fire and property damage and public liability insurance in an amount equal to that which a reasonably prudent Tenant would consider adequate. The Tenant agrees to provide the Landlord, upon demand at any time, proof that said insurance is in full force and effect and to notify the Landlord in writing in the event that such insurance is cancelled or otherwise terminated.
16. **RESIDENCY:** The Landlord shall forthwith notify the Tenant in writing in the event the Landlord is, at the time of entering into this Agreement, or becomes during the term of the tenancy, a non-resident of Canada as defined under the *Income Tax Act, RSC 1985, c.1 (ITA)* as amended from time to time, and in such event the Landlord and Tenant agree to comply with the tax withholding provisions of the ITA.
17. **USE AND DISTRIBUTION OF PERSONAL INFORMATION:** The Tenant consents to the collection, use and disclosure of the Tenant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Tenant for the leasing, selling or financing of the premises or the real property, or making such other use of the personal information as the Landlord and/or agent of the Landlord deems appropriate.
18. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
19. **FAMILY LAW ACT:** Landlord warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Landlord has executed the consent hereinafter provided.
20. **CONSUMER REPORTS:** The Tenant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):

21. BINDING AGREEMENT: This Agreement and acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Tenant or Authorized Representative)

(Seal) (Date)

(Witness)

(Tenant or Authorized Representative)

(Seal) (Date)

(Witness)

(Guarantor)

(Seal) (Date)

We/I the Landlord hereby accept the above offer, and agree that the commission together with applicable HST (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Landlord or Authorized Representative)

(Seal) (Date)

(Witness)

(Landlord or Authorized Representative)

(Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Landlord hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed

and written was finally acceptance by all parties at this day of 20.....
(a.m./p.m.)

(Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)

Listing Brokerage

The Agency

(Tel.No.)

Carlos Clavero Pinto & Christina Clavero

(Salesperson/Broker/Broker of Record Name)

Co-op/Tenant Brokerage

The Agency

(Tel.No.)

Carlos Clavero Pinto

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

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

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

(Landlord)

(Date)

(Tenant)

(Date)

(Landlord)

(Date)

(Tenant)

(Date)

Address for Service

Address for Service

(Tel. No.)

(Tel. No.)

Landlord's Lawyer

Tenant's Lawyer

Address

Address

Email

Email

(Tel. No.)

(Fax. No.)

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement to Lease:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® 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 MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of acceptance of the foregoing Agreement to Lease.

Acknowledged by:

DocuSigned by:

Christina Clavero

Carlos Clavero

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A
Agreement to Lease - Residential

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

TENANT: AIDEN ALOJZ PLETERSKI, and

LANDLORD: 1223408 ONTARIO LIMITED

for the lease of 5126 LAKESHORE RD Ontario

dated the 4th day of March, 2021

☒ This Offer is conditional upon the approval of the terms hereof by the Buyer's Solicitor. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale and Agreement to Lease or any Schedule thereto not later than 2:00 p.m. on March 05 2021, that this condition is fulfilled, this Offer shall be null and void and the Buyer and the Seller agree to sign a Mutual Release within 24 Hours thereof. This condition is included for the benefit of Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

☒ This Offer is conditional upon the approval of the terms hereof by the Seller's Solicitor. Unless the Seller gives notice in writing delivered to the Buyer personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale and Agreement to Lease or any Schedule thereto not later than 2:00 p.m. on March 05 2021, that this condition is fulfilled, this Offer shall be null and void and the Buyer and the Seller agree to sign a Mutual Release within 24 Hours thereof. This condition is included for the benefit of Seller and may be waived at the Seller's sole option by notice in writing to the Buyer as aforesaid within the time period stated herein.

☒ ☒ **LANDLORD**
The ~~Seller~~ agrees to fix the smart home system as soon as reasonably possible.
~~within two weeks of completion by April 01/21~~

☒ ☒ Attached to this lease to own is the agreement of purchase and sale applicable to this transaction. The lease to own and purchase and sale agreement shall be read in conjunction with each other. ☒

☒ Tenant shall not make any improvements without obtaining prior written approval of the Landlord, such approval not to be unreasonably withheld or delayed. ☒

☒ The parties agree to allocate the purchase price acting in good faith. ☒
☒ The Tenant shall not assign, transfer or transfer the lease or the agreement of purchase and sale or part with possession in any way without obtaining prior written approval of the Landlord. ☒
☒ This form must be initialed by all parties to the Agreement to Lease. ☒

INITIALS OF TENANT(S): AP

INITIALS OF LANDLORD(S): [Signature]

all alterations/improvements shall be completed in a workman-like manner in compliance with all laws, by-laws etc.

Appendix “Z”

Ministry of Transportation
Road User Safety Division

Ministère des Transports
Division de Sécurité Routière



MINISTRY CONTROL NO./NO DE CONTRÔLE DU MINISTÈRE SEARCH DATE/DATE DE RECHERCHE

064/2

22/09/16

SEARCH TYPE/TYPE DE RECHERCHE

INQUIRY KEY/CRITÈRE DE RECHERCHE

VIN HISTORY

SBM15ACA8KW800343

ANTÉCÉDENTS DU NIV

VEHICLE/VÉHICULE

VEHICLE IDENTIFICATION NO./NO D'IDENTIFICATION DU VÉHICULE- SBM15ACA8KW800343

CLASS/CATÉGORIE- PASSENGER/VOITURE PARTICULIÈRE

MAKE/MARQUE- MC LA

MODEL/MODELE- M8S

YEAR/ANNÉE-19

COLOUR/COULEUR- BLACK/NOIR

BODY TYPE/TYPE DE CARROSSERIE-2 DOOR SEDAN/COUPÉ

STATUS/STATUT- FIT/EN ÉTAT DE MARCHÉ

FILE/DOSSIER-431231684

BRAND/MARQUE- NONE/AUCUN

ODOMETER/ODOMÈTRE- 00000850 KM

REGISTRANT/CONDUCTEUR

REGISTRANT IDENTIFICATION NO./NO D'IDENTIFICATION DU CONDUCTEUR-

DRIVER'S LICENCE NO./NO DU PERMIS DE CONDUIRE-

STATUS/STATUT- ACTIVE PLATED/IMMATRICULÉ

TYPE- COMPANY/COMPAGNIE

NAME/NOM- SURREY GROUP OF HOTELS INC.

ADDRESS/ADRESSE- TORONTO

M2J4Z2

VEHICLE REGISTRATION DATE/DATE D'IMMATRICULATION DU VÉHICULE- 220627

ODOMETER ON (YMMDD)/COMPTÉUR KILOMÉTRIQUE LE (AAMJJ) - 00000850 KM 22/08/27

PLATE/PLAQUE

PLATE/PLAQUE- CYNB384

SERIES/SÉRIE-PASSENGER/VOITURE PARTICULIÈRE

PLATE ATTACHED/PLAQUE FIXÉE- 220627

PLATE REMOVED/PLAQUE ENLEVÉE-

REGISTRANT/CONDUCTEUR

REGISTRANT IDENTIFICATION NO./NO D'IDENTIFICATION DU CONDUCTEUR-

DRIVER'S LICENCE NO./NO DU PERMIS DE CONDUIRE-

STATUS/STATUT- INACTIVE/INACTIF

TYPE- INDIVIDUAL/PARTICULIER

NAME/NOM- PLETESKI, AIDEN, ALOJZ

ADDRESS/ADRESSE-

VEHICLE REGISTRATION DATE/DATE D'IMMATRICULATION DU VÉHICULE- 210914

ODOMETER ON (YMMDD)/COMPTÉUR KILOMÉTRIQUE LE (AAMJJ) - 00000450 KM 21/09/14

PLATE/PLAQUE

PLATE/PLAQUE- CVCD091

SERIES/SÉRIE-PASSENGER/VOITURE PARTICULIÈRE

PLATE ATTACHED/PLAQUE FIXÉE- 210914

PLATE REMOVED/PLAQUE ENLEVÉE-220627

Appendix “AA”

District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208581-OT-31 31-2856381 (AP Private Equity Limited)

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY, IN THE PROVINCE OF ONTARIO

District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208582-O-T31 31-2856382 (Aiden Pleterski)

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

FIRST REPORT OF THE TRUSTEE

Background

1. On April 21, 2022, Sacha Amar Dario Singh and 9319697 Canada Ltd. (the “**Mareva Plaintiffs**”) commenced an action against Aiden Pleterski (“**Pleterski**”) and AP Private Equity Limited (“**AP**” and together with Pleterski, the “**Bankrupts**”) claiming relief based on breach of contract, fraudulent misrepresentation, civil fraud, misappropriation of funds, conversion, and unjust enrichment. The Mareva Plaintiffs allege that they were induced into making substantial investments with Pleterski between April 2021 and January 2022 and that the inducement was based on fraudulent misrepresentation.
2. Pleterski, the self-described “Crypto King”, claims to have operated AP as an investment business in which, among other things, monies were allegedly invested on behalf of investors, including the Mareva Plaintiffs, in cryptocurrency and foreign exchange positions. Pleterski is the sole officer and director of AP.

3. The Mareva Plaintiffs successfully obtained an *ex parte* worldwide Mareva injunction pursuant to the Order of Justice Sutherland dated July 7, 2022 (the “**Mareva Order**”), a copy of which, together with the Endorsement, is attached as **Appendix “A”**. As set out in the Endorsement, the Court was satisfied that there was a strong *prima facie* case that Pleterski committed a breach of contract and civil fraud.
4. The Trustee has been advised that, throughout 2022, investors became increasingly concerned about recovering the funds they invested with the Bankrupts. Several investors in the same position as the Mareva Plaintiffs brought an application for bankruptcy orders against Pleterski and AP. On August 9, 2022, the Ontario Superior Court of Justice (the “**Court**”) ordered Pleterski and AP be adjudged bankrupt (the “**Bankruptcy Orders**”). Grant Thornton Limited was appointed as the trustee in bankruptcy (the “**Trustee**”) of both Bankrupts. Copies of the Bankruptcy Orders are attached as **Appendix “B”**.
5. The First Meeting of Creditors of the Bankrupts (the “**First Meeting**”) was held on August 29, 2022. A copy of the Trustee’s Report on its Preliminary Administration dated August 29, 2022 (the “**Preliminary Report**”) is attached as **Appendix “C”**. As at the First Meeting, claims totaling approximately \$13 million were filed in the estates of the Bankrupts, but the Trustee believes that the actual claims could significantly exceed this amount.

Relief Sought

6. The Trustee seeks the issuance of a warrant for the arrest of Pleterski, on behalf of himself and AP, and an Order requiring that all books, papers and property in his possession, including any cell phones, computers and any other electronic devices used by the Bankrupts be immediately delivered up to the Trustee.

Conduct of the Bankrupts

7. As set out in the Preliminary Report, although Pleterski was initially cooperative with the Trustee on a call which took place on August 9, 2022 and an in-person meeting the morning of August 10, 2022, beginning in the afternoon of August 10, 2022 until August 18, 2022, Pleterski was unresponsive to phone calls, text messages and emails from the Trustee. Finally on August 18, 2022, Pleterski agreed to speak with the Trustee on August 21, 2022. However, on August 21, 2022, Pleterski attempted to again defer speaking with the Trustee who insisted that the call proceed as there were many urgent unanswered

questions regarding his assets and creditors of the Bankrupts that needed a response prior to the First Meeting.

8. Without assistance from Pleterski during the initial bankruptcy period, the Trustee:
 - (a) was unable to review the Bankrupts' records in compiling the Statement of Affairs which caused certain creditors to have little or no notice of the First Meeting; and
 - (b) was unable to take possession of certain high-end automobiles on a timely basis as their locations previously disclosed by Pleterski were not correct which considerably increased the costs of administration of the estates of the Bankrupts.
9. Even after making himself available on August 21, 2022, Pleterski did not provide the documentation requested by the Trustee and refused to answer the Trustee's questions related to his conduct prior to the bankruptcy. Pleterski ultimately provided certain information through his counsel on the eve of the First Meeting but failed to fully discharge his duties pursuant to section 158 of the *Bankruptcy and Insolvency Act* (Canada). To date, the Bankrupts have still not executed the Statement of Affairs or provided adequate books and records to the Trustee.
10. Pleterski expressed concerns about appearing at the First Meeting due to threats he had received from investors. As a result, the Trustee arranged for security to be present at the First Meeting and impressed upon him, on several occasions (including via emails on August 27 and August 28, 2022), the requirement for him to attend the First Meeting in person. An hour and eight minutes before the First Meeting (Pleterski lives an hour and forty five minutes from downtown Toronto), Pleterski contacted the Trustee to advise that he was unable to secure transportation to the First Meeting because his ride did not show up. He further advised that he was unable to drive because his driver's license had been suspended and did not have any money for a taxi. The Trustee offered to pay for a taxi, but Pleterski advised that a taxi would only accept payment upfront. As a result, Pleterski failed to appear in person at the First Meeting but attended virtually.
11. As is evident from the questions posed by creditors at the First Meeting and the findings set out in the Mareva Order and Endorsement, there is a strong belief among investors

that the Bankrupts defrauded countless individuals out of millions of dollars and that Pleterski is continuing to liquidate and hide assets. Attached as **Appendix “D”** is a copy of the Minutes of the First Meeting.

12. Prior to his bankruptcy, Pleterski led an extravagant lifestyle. Pleterski was the owner (directly or indirectly) of approximately 15 high-end vehicles (in addition to leasing several others) which included 3 McLarens, 2 Lamborghinis, 3 Audis and 2 BMWs. Pleterski was also renting a home on the waterfront in Burlington for approximately \$43,000 per month and had negotiated to purchase the home for approximately \$8.5 million.

Request for Electronic Devices

13. The Trustee understands that the Bankrupts purported to invest millions of dollars on behalf of investors but that those investments were lost due to poor trades. The Trustee has repeatedly requested that the Bankrupts provide evidence of these trades and an accounting of the funds received from investors. As set out in the Minutes from the First Meeting, Pleterski has stated that he was very disorganized and has very little in the way of records. To date, Pleterski had not provided any records showing his trades and the only listing of creditors provided was through his counsel.
14. In order to obtain evidence of the alleged trading conducted by Pleterski and AP, on August 12, 2022, the Trustee requested that Pleterski turn over his computer to the Trustee. Pleterski advised the Trustee that he only had one computer and that it was in the possession of his former girlfriend. The Trustee has since come to understand that Pleterski had at least two desktop computers but that the majority of his trading was done on applications on his cell phone.
15. It was the intention of the Trustee to request to image Pleterski's cell phone at the First Meeting, however Pleterski did not attend in person. As a result, on August 31, 2022, the Trustee emailed and texted Pleterski to advise that a representative of the Trustee would attend at his residence that day to image his cell phones and computers. Although Pleterski appeared to be home, he refused to answer the door but responded to the Trustee that he was not comfortable allowing the Trustee to image his cell phones due to personal content on the devices. The Trustee assured Pleterski that the Trustee was not interested in personal information or photographs and that the devices would be imaged

in his presence so personal information could be excluded from what was being imaged. Pleterski failed to further respond or allow the Trustee access to his electronic devices. Attached as **Appendix “E”** is a copy of the email trail between the Trustee and Pleterski on August 31, 2022.

16. Due to Pleterski’s failure to respond or deliver up his electronic devices for imaging, the Trustee issued a notice to Pleterski pursuant to section 164 of the BIA (the “**164 Notice**”) late in the evening of August 31, 2022. The 164 Notice required that Pleterski immediately deliver up (i) his cell phone and any other electronic device which may contain any records relating to the Bankrupts, and (ii) any other books and records relating to the dealings or property of the Bankrupts, to the Trustee. Attached as **Appendix “F”** is a copy of 164 Notice.
17. Pleterski has not responded to the 164 Notice. By email on September 7, 2022, the Trustee again requested production of Pleterski’s cell phones and electronic devices and advised that if same were not produced, the Trustee would be seeking a warrant. Pleterski has failed to respond to the Trustee’s request. Attached as **Appendix “G”** is a copy of the email dated September 7, 2022. The Trustee also sent Pleterski a text message on September 7, 2022 in respect of the delivery of his electronic devices which has gone unanswered. Attached as **Appendix “H”** is a copy of the text message to Pleterski.

Recommendation

18. Pleterski continues to be in violation of his duties under section 158 of the BIA which constitutes a bankruptcy offence pursuant to section 198(2) of the BIA. It is the Trustee’s position that, given the nature of the allegations against the Bankrupts, it is imperative that Pleterski turn over his electronic devices to the Trustee for imaging. Without those devices, the Trustee will be unable to adequately administer the Bankrupts’ estates.
19. It is also the Trustee’s position that the Bankrupts are attempting to conceal records from the Trustee pertaining to the assets and dealings of the Bankrupts contrary to section 168 of the BIA.
20. The Trustee recommends that the Court exercise its jurisdiction pursuant to sections 198(2) and 168 of the BIA to require that the electronic devices be immediately delivered up and that a warrant be issued for the arrest of Pleterski as a result of his conduct. The

Trustee believes that without repercussions for his actions, Pleterski will continue to thwart the bankruptcy process to the detriment of the Bankrupts' creditors.

DATED at Toronto, Ontario this 9th day of September 2022.

GRANT THORNTON LIMITED

In its capacity as Trustee for the bankrupt estate of
Aiden Pleterski and AP Private Equity Limited
and not in its personal or corporate capacity

Per.

A handwritten signature in black ink, appearing to read "R. Stelzer", is written over a horizontal line.

Rob Stelzer, CPA, CA, CIRP, LIT
Senior Vice President

Appendix “BB”

District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208581-OT-31 31-2856381 (AP Private Equity Limited)

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY, IN THE PROVINCE OF ONTARIO

District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208582-O-T31 31-2856382 (Aiden Pleterski)

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

SUPPLEMENT TO THE FIRST REPORT OF THE TRUSTEE

Background

1. On April 21, 2022, Sacha Amar Dario Singh and 9319697 Canada Ltd. (the “**Mareva Plaintiffs**”) commenced an action against Aiden Pleterski (“**Pleterski**”) and AP Private Equity Limited (“**AP**” and together with Pleterski, the “**Bankrupts**”) claiming relief based on breach of contract, fraudulent misrepresentation, civil fraud, misappropriation of funds, conversion, and unjust enrichment. The Mareva Plaintiffs allege that they were induced into making substantial investments with Pleterski between April 2021 and January 2022 and that the inducement was based on fraudulent misrepresentation.
2. Pleterski, the self-described “Crypto King”, claims to have operated AP as an investment business in which, among other things, monies were allegedly invested on behalf of investors, including the Mareva Plaintiffs, in cryptocurrency and foreign exchange positions. Pleterski is the sole officer and director of AP.

3. The Mareva Plaintiffs successfully obtained an *ex parte* worldwide Mareva injunction pursuant to the Order of Justice Sutherland dated July 7, 2022 (the “**Mareva Order**”), a copy of which, together with the Endorsement, is attached as **Appendix “A”**. As set out in the Endorsement, the Court was satisfied that there was a strong *prima facie* case that Pleterski committed a breach of contract and civil fraud.
4. The Trustee has been advised that, throughout 2022, investors became increasingly concerned about recovering the funds they invested with the Bankrupts. Several investors in the same position as the Mareva Plaintiffs brought an application for bankruptcy orders against Pleterski and AP. On August 9, 2022, the Ontario Superior Court of Justice (the “**Court**”) ordered Pleterski and AP be adjudged bankrupt (the “**Bankruptcy Orders**”). Grant Thornton Limited was appointed as the trustee in bankruptcy (the “**Trustee**”) of both Bankrupts. Copies of the Bankruptcy Orders are attached as **Appendix “B”**.
5. The First Meeting of Creditors of the Bankrupts (the “**First Meeting**”) was held on August 29, 2022. As at the First Meeting, claims totaling approximately \$13 million were filed in the estates of the Bankrupts (as of the date of this report, claims filed exceed \$25 million). At the First Meeting, the Trustee tabled a copy of the Trustee’s Report on its Preliminary Administration dated August 29, 2022 (the “**Preliminary Report**”) a copy of which is attached as **Appendix “C”**. Among other things, the Preliminary Report noted Pleterski’s lack of cooperation.
6. On September 9, 2022, the Trustee issued its first Report (the “**First Report**”), a copy of which (without exhibits) is attached as **Appendix “D”**. Among other things, the First Report noted Pleterski’s:
 - a) Lack of cooperation to date which has drastically increased the costs of the administration thereby impacting recoveries of creditors;
 - b) Failure to attend to basic duties, including preparing a Statement of Affairs, which hampered the Trustee’s ability to contact all creditors and notify them of the First Meeting and of the bankruptcy;
 - c) Refusal to answer basic questions about his affairs;
 - d) Failure to attend the First Meeting in person;
 - e) Failure to provide books and records to the Trustee; and

- f) Failure to provide his cell phone after a series of requests from the Trustee – the Trustee understands that the majority of his trading was done on applications on his cell phone.
- 7. The Trustee brought a motion seeking a warrant for Pleterski's arrest and an Order requiring that all books, papers and property in his possession, including any cell phones, computers and any other electronic devices used by the Bankrupts be immediately delivered up to the Trustee.
- 8. On September 13, 2022, the Honourable Justice Kimmel issued an endorsement (the "**September Endorsement**") noting that, "Pleterski, through his counsel appearing today, has agreed to deliver the requested cell phone for imaging and various other assets that the Trustee has requested and to sign the bankrupts' statements of affairs. The protocol for compliance that has been agreed to between counsel shall be adhered to... The Trustee's motion returnable today seeking Pleterski's arrest and other criminal sanctions is adjourned sine die." The September Endorsement is attached as **Appendix "E"**.

Subsequent Events

- 9. In the afternoon of September 13, 2022, the Trustee and counsel to Pleterski agreed upon a protocol related to the imaging of Pleterski's cell phone. Pleterski arrived at the offices of the Trustee between 4:30-5:00 PM on September 13, 2022 and provided his iPhone and signed the Statement of Affairs.
- 10. Pleterski only brought one cell phone to the meeting with the Trustee on September 13, 2022. The Trustee had reminded Pleterski in an email approximately 3 hours prior to the meeting to bring his second cell phone but Pleterski responded that it was too late as he had already left to come to the Trustee's offices. The Trustee requested that Pleterski make arrangements to deliver the second cell phone to the Trustee on September 14, 2022 or September 15, 2022 for imaging. Attached as **Appendix "F"** is the email chain regarding the second cell phone.
- 11. Separately, the Trustee has been trying to take possession of an Audi RSQ8 registered to Pleterski. The lessor, Volkswagen Canada, has also employed a bailiff who is attempting to locate the vehicle. Starting on September 9, 2022, through to September 19,

2022, the Trustee made six separate requests via email of Pleterski to provide the vehicle. The Trustee notes that some of these messages were responded to by Pleterski in which he indicated he was driving the vehicle. Copies of the emails and any responses thereto are attached as **Appendix “G”**. The Trustee understands the vehicle has a market value of approximately \$125,000 and a total of \$15,000 of equity after accounting for the lease.

12. On September 16, 2022, Pleterski’s father, Dragan Pleterski, called the Trustee asking to pickup Pleterski’s cell phone. The Trustee indicated that it would be happy to make the cell phone available for pickup, but that it required the second cell phone be provided for imaging along with delivery of the Rolex and Audi RSQ8 in Pleterski’s possession. During the call, Dragan Pleterski acknowledged that he was in contact with his son via the second cell phone, but refused to provide the telephone number to the Trustee. The Trustee followed up with emails to Pleterski and Dragan Pleterski on September 16, 2022 and September 19, 2022 which provided a deadline of 5:00 p.m. on September 20, 2022 for Pleterski to respond to the Trustee’s requests. Attached as **Appendix “H”** are copies of these emails. The Trustee also contacted Pleterski’s counsel to reiterate its requests for cooperation, copies of which are attached as **Appendix “I”**.
13. The Trustee’s review of the information from Pleterski’s cell phone in its possession is ongoing. The Trustee has observed that no text messages between Pleterski and his father, Dragan Pleterski, could be located, however, text messages with Pleterski’s mother, Kathy Pleterski, refer to texts exchanged between Pleterski and Dragan Pleterski. The Trustee continues to assess what other information, if any, may have been deleted or potentially contained on the second cell phone.
14. The Trustee continues to be contacted regularly by investors who were not identified by Pleterski in his Statement of Affairs. Some of the stories of the impact that the losses caused by Pleterski’s alleged actions have on investors are heartbreaking. Recently, Pleterski’s conduct and lifestyle has been the subject of news pieces in CBC, CTV and other media publications which has also led to other investors coming forward.

Recommendation

15. Pleterski remains uncooperative and has not fully complied with the September Endorsement. He did not deliver his second cell phone to the Trustee despite multiple

requests to do so. He is also in possession of a \$125,000 Audi and a Rolex which he has refused to provide to the Trustee.

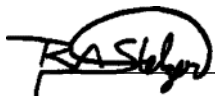
16. Pleterski continues to be in violation of his duties under section 158 of the BIA which constitutes a bankruptcy offence pursuant to section 198(2) of the BIA. It is the Trustee's position that, given the nature of the allegations against the Bankrupts, it is imperative that Pleterski immediately turn over the additional cell phone and any other electronic devices to the Trustee for imaging. Without those devices, the Trustee will be unable to adequately administer the Bankrupts' estates.
17. It is also the Trustee's position that the Bankrupts are attempting to conceal records from the Trustee pertaining to the assets and dealings of the Bankrupts contrary to section 168 of the BIA.
18. The Trustee recommends that the Court exercise its jurisdiction pursuant to sections 198(2) and 168 of the BIA to require that the electronic devices be immediately delivered up and that a warrant be issued for the arrest of Pleterski as a result of his conduct. The Trustee believes that without repercussions for his actions, Pleterski will continue to thwart the bankruptcy process to the detriment of the Bankrupts' creditors.

DATED at Toronto, Ontario this 26th day of September 2022.

GRANT THORNTON LIMITED

In its capacity as Trustee for the bankrupt estate of
Aiden Pleterski and AP Private Equity Limited
and not in its personal or corporate capacity

Per.



Rob Stelzer, CPA, CA, CIRP, LIT
Senior Vice President

IN IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

Proceedings commenced at Toronto, Ontario

THIRD REPORT OF THE TRUSTEE

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Lawyers for Grant Thornton Limited, in its capacity
as trustee in bankruptcy of the estates of AP Private
Equity Limited and Aiden Pleterski

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE ►

)

FRIDAY, THE 31ST

)

DAY OF MARCH, 2023

)

**IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario**

ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the trustee in bankruptcy (in such capacity, the “**Trustee**”) of the estates of each of the bankrupts, AP Private Equity Limited and Aiden Pleterski (“**Pleterski**” and collectively, the “**Bankrupts**”) was heard this day by Zoom judicial video conference in Toronto, Ontario.

ON READING the Notice of Motion dated March 14, 2023 and the Third Report of the Trustee dated March 14, 2023 (the “**Third Report**”), filed, and on hearing the submissions of counsel for the Trustee, and such other counsel as were present, having been served as appears from the affidavit of service of ► sworn March ►, 2023;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record be and is hereby abridged and validated, such that this motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL AND AUTHORIZATION

2. **THIS COURT ORDERS** that the Third Report and the Trustee's activities set out therein be and are hereby approved, provided, however, that only the Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

SETTLEMENT AGREEMENT

3. **THIS COURT ORDER AND DECLARES** that the terms of the Minutes of Settlement dated March 14, 2023 as set out in Appendix "J" to the Third Report be and are hereby approved.

GENERAL

4. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry or filing.

IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

Proceedings commenced at Toronto, Ontario

ORDER

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Equity Limited and Aiden Pleterski

TAB 4

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE ►)	FRIDAY, THE 31 ST
)	DAY OF MARCH, 2023
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**IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario**

ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the trustee in bankruptcy (in such capacity, the “**Trustee**”) of the estates of each of the bankrupts, AP Private Equity Limited and Aiden Pleterski (“**Pleterski**” and collectively, the “**Bankrupts**”) for an Order compelling attendance at an examination section 163 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”) was heard this day by Zoom judicial video conference in Toronto, Ontario.

ON READING the Third Report of the Trustee dated March 14, 2023, filed, and on hearing the submissions of counsel for the Trustee, and such other counsel as were present, having been served as appears from the affidavit of service of ► sworn March ►, 2023;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record be and is hereby abridged and validated, such that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DIRECTS** Jerome Tulloch to attend the examination to be conducted pursuant to section 163 of the BIA as set out in the examination notice attached as Schedule “A”.

GENERAL

3. **THIS COURT ORDERS** that this Order is effective from today’s date and is enforceable without the need for entry or filing.

SCHEDULE “A”

Court File No./Estate No.: BK-22-00208582-OT-31

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario**

NOTICE OF EXAMINATION

(pursuant to Section 163 of the *Bankruptcy and Insolvency Act*)

**TO: JEROME TULLOCH, a person reasonably thought to have knowledge of
the affairs of Aiden Pleterski and AP Private Equity Limited, bankrupts**

YOU ARE REQUIRED TO ATTEND on **Tuesday, April 18, 2023 at 12:00 p.m.**
in person at the offices of Grant Thornton Limited located at 200 King Street West, 11th Floor,
Toronto, Ontario, M5H 3T4, for an Examination under oath in accordance with Section 163(1) of
the *Bankruptcy and Insolvency Act*.

March 15, 2023

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Lawyers for Grant Thornton Limited, in its capacity as
trustee in bankruptcy of the estates of Aiden Pleterski
and AP Private Equity Limited

TO: JEROME TULLOCH

IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

Proceedings commenced at Toronto, Ontario

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Lawyers for Grant Thornton Limited, in its capacity
as trustee in bankruptcy of the estates of AP Private
Equity Limited and Aiden Pleterski

TAB 5

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE ►

)

FRIDAY, THE 31ST

)

DAY OF MARCH, 2023

)

**IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario**

ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the trustee in bankruptcy (in such capacity, the “**Trustee**”) of the estates of each of the bankrupts, AP Private Equity Limited and Aiden Pleterski (“**Pleterski**” and collectively, the “**Bankrupts**”) for an Order compelling attendance at an examination section 163 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”) was heard this day by Zoom judicial video conference in Toronto, Ontario.

ON READING the Third Report of the Trustee dated March 14, 2023, filed, and on hearing the submissions of counsel for the Trustee, and such other counsel as were present, having been served as appears from the affidavit of service of ► sworn March ►, 2023;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record be and is hereby abridged and validated, such that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DIRECTS** Kyrsten Tytla to attend the examination to be conducted pursuant to section 163 of the BIA as set out in the examination notice attached as Schedule “A”.

GENERAL

3. **THIS COURT ORDERS** that this Order is effective from today’s date and is enforceable without the need for entry or filing.

Court File No./Estate No.: BK-22-00208582-OT-31

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario**

NOTICE OF EXAMINATION

(pursuant to Section 163 of the *Bankruptcy and Insolvency Act*)

**TO: KYRSTEN TYTLA, a person reasonably thought to have knowledge of
the affairs of Aiden Pleterski and AP Private Equity Limited, bankrupts**

YOU ARE REQUIRED TO ATTEND on Tuesday, April 18, 2023 at 11:00 a.m.

in person at the offices of Grant Thornton Limited located at 200 King Street West, 11th Floor,
Toronto, Ontario, M5H 3T4, for an Examination under oath in accordance with Section 163(1) of
the *Bankruptcy and Insolvency Act*.

March 15, 2023

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Lawyers for Grant Thornton Limited, in its capacity as
trustee in bankruptcy of the estates of Aiden Pleterski
and AP Private Equity Limited

TO: KYRSTEN TYTLA

IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

Proceedings commenced at Toronto, Ontario

ORDER

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Lawyers for Grant Thornton Limited, in its capacity
as trustee in bankruptcy of the estates of AP Private
Equity Limited and Aiden Pleterski

TAB 6

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE ►

)

FRIDAY, THE 31ST

)

DAY OF MARCH, 2023

)

**IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario**

ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the trustee in bankruptcy (in such capacity, the “**Trustee**”) of the estates of each of the bankrupts, AP Private Equity Limited and Aiden Pleterski (“**Pleterski**” and collectively, the “**Bankrupts**”) for an Order compelling attendance at an examination section 163 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”) was heard this day by Zoom judicial video conference in Toronto, Ontario.

ON READING the Third Report of the Trustee dated March 14, 2023, filed, and on hearing the submissions of counsel for the Trustee, and such other counsel as were present, having been served as appears from the affidavit of service of ► sworn March ►, 2023;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record be and is hereby abridged and validated, such that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DIRECTS** Jocelyn Tytla to attend the examination to be conducted pursuant to section 163 of the BIA as set out in the examination notice attached as Schedule “A”.

GENERAL

3. **THIS COURT ORDERS** that this Order is effective from today’s date and is enforceable without the need for entry or filing.

SCHEDULE “A”

Court File No./Estate No.: BK-22-00208582-OT-31

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario**

NOTICE OF EXAMINATION

(pursuant to Section 163 of the *Bankruptcy and Insolvency Act*)

**TO: JOCELYN TYTLA, a person reasonably thought to have knowledge of
the affairs of Aiden Pleterski and AP Private Equity Limited, bankrupts**

YOU ARE REQUIRED TO ATTEND on **Tuesday, April 18, 2023 at 10:00 a.m.**
in person at the offices of Grant Thornton Limited located at 200 King Street West, 11th Floor,
Toronto, Ontario, M5H 3T4, for an Examination under oath in accordance with Section 163(1) of
the *Bankruptcy and Insolvency Act*.

March 15, 2023

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Lawyers for Grant Thornton Limited, in its capacity as
trustee in bankruptcy of the estates of Aiden Pleterski
and AP Private Equity Limited

TO: JOCELYN TYTLA

IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

Proceedings commenced at Toronto, Ontario

ORDER

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Lawyers for Grant Thornton Limited, in its capacity
as trustee in bankruptcy of the estates of AP Private
Equity Limited and Aiden Pleterski

TAB 7

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE ►

)

FRIDAY, THE 31ST

)

DAY OF MARCH, 2023

)

**IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario**

ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the trustee in bankruptcy (in such capacity, the “**Trustee**”) of the estates of each of the bankrupts, AP Private Equity Limited and Aiden Pleterski (“**Pleterski**” and collectively, the “**Bankrupts**”) for an Order compelling attendance at an examination section 163 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”) was heard this day by Zoom judicial video conference in Toronto, Ontario.

ON READING the Third Report of the Trustee dated March 14, 2023, filed, and on hearing the submissions of counsel for the Trustee, and such other counsel as were present, having been served as appears from the affidavit of service of ► sworn March ►, 2023;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record be and is hereby abridged and validated, such that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DIRECTS** Winston Blenman to attend the examination to be conducted pursuant to section 163 of the BIA as set out in the examination notice attached as **Schedule “A”**.

GENERAL

3. **THIS COURT ORDERS** that this Order is effective from today’s date and is enforceable without the need for entry or filing.

SCHEDULE "A"

Court File No./Estate No.: BK-22-00208582-OT-31

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario**

NOTICE OF EXAMINATION

(pursuant to Section 163 of the *Bankruptcy and Insolvency Act*)

**TO: WINSTON BLENMAN, a person reasonably thought to have knowledge of
the affairs of Aiden Pleterski and AP Private Equity Limited, bankrupts**

YOU ARE REQUIRED TO ATTEND on Tuesday, April 18, 2023 at 2:00 p.m.
in person at the offices of Grant Thornton Limited located at 200 King Street West, 11th Floor,
Toronto, Ontario, M5H 3T4, for an Examination under oath in accordance with Section 163(1) of
the *Bankruptcy and Insolvency Act*.

March 15, 2023

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Lawyers for Grant Thornton Limited, in its capacity as
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and AP Private Equity Limited

TO: WINSTON BLENMAN

IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

Proceedings commenced at Toronto, Ontario

ORDER

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Lawyers for Grant Thornton Limited, in its capacity
as trustee in bankruptcy of the estates of AP Private
Equity Limited and Aiden Pleterski

IN IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
Proceedings commenced at Toronto, Ontario

MOTION RECORD

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