

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

MOTION RECORD
(Returnable on October 28, 2022 at 10:30 a.m.)

October 21, 2022

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Lawyers for Grant Thornton Limited, in its
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AP Private Equity Limited and Aiden Pleterski

TO: THE BANKRUPTS
AND TO: THE SERVICE LIST
AND TO: THIS HONOURABLE COURT

ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED, of the Town of Whitby,
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TAB 1

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

NOTICE OF MOTION

Grant Thornton Limited, in its capacity as 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 with AP, the “**Bankrupts**”), will make a motion before the Honourable Justice Conway of the Ontario Superior Court of Justice (In Bankruptcy and Insolvency) (the “**Court**”) on October 28, 2022 at 10:30 a.m., or as soon after that time as the motion may be heard by judicial videoconference via Zoom at Toronto, Ontario. The details of the Zoom videoconference will be provided by the Court via CaseLines. Please advise if you intend to join the hearing of the motion by email to Roxana Manea at rmanea@tgf.ca.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. Orders substantially in the form included at Tabs 3 and 4 of the Motion Record:
 - (a) approving the Second Report of the Trustee dated October 21, 2022 (the “**Second Report**”) and the Trustee’s activities described therein;

- (b) directing the financial institutions utilized by the Bankrupts (the “**Banks**”), including but not limited to The Toronto-Dominion Bank (“**TD**”), Royal Bank of Canada (“**RBC**”) and The Bank of Nova Scotia (“**BNS**”), to pay any and all funds of the Bankrupts to the Trustee, and directing the Banks to provide information requested by the Trustee relating to certain banking transactions effected by the Bankrupts;
- (c) substantively and procedurally consolidating the Bankrupts’ estates;
- (d) directing counsel to the Mareva Plaintiffs to forthwith deliver to the Trustee a copy of the transcript of Pleterski’s examination conducted in the Mareva Proceedings, together with any exhibits referred to therein and any undertakings provided in respect thereto (collectively, the “**Mareva Examination Documents**”);
- (e) directing the Trustee to pay legal costs totaling \$97,132.37 to the Mareva Plaintiffs upon receipt of the Mareva Examination Documents;
- (f) directing the Trustee to pay legal costs totaling \$63,534.98 to the Petitioning Creditors;
- (g) directing the Car Dealers (as defined herein) to forthwith deliver any and all documents in their possession and control relating to the Pleterski Vehicles (as defined herein), including but not limited to any credit application or documentation evidencing the method of payment; and
- (h) authorizing and directing the Trustee to sell the Dragan BMW (as defined herein) for the benefit of the Bankrupts’ estates.

2. Such further and other relief as counsel may advise and this Honourable Court may deem just.

3. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Second Report.

THE GROUNDS FOR THE MOTION ARE:

Background

4. AP and Pleterski operated an investment scheme on behalf of a pool of investors that centered on cryptocurrency and foreign exchange positions. Pleterski is the sole director and officer of AP. Throughout 2022, investors became increasingly concerned about recovering the funds that they had invested with the Bankrupts.

5. 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.

6. 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**”). The court was satisfied that there was a strong *prima facie* case that Pleterski committed a breach of contract and civil fraud.

7. On August 9, 2022, on application by certain other investors, the Court made two Orders (the “**Bankruptcy Orders**”) adjudging AP and Pleterski bankrupt. Grant Thornton Limited was appointed as Trustee.

Trustee's Activities

8. Given the nature of the allegations against the Bankrupts, the Trustee is reluctant to publicly provide the details of its strategy for the recovery of assets but will disclose those steps taken which the Trustee considers advisable to publicly disclose.

9. A complete summary of the Trustee's activities is set out in the Second Report, and include the recovery of assets and the investigation of the Bankrupts' affairs. The Trustee's strategy and activities have been approved by the inspectors of the Bankrupts' estates (the "**Inspectors**").

Direction to Financial Institutions

10. The Bankrupts' main bank accounts appear to have been at RBC, BNS and TD Bank. As a result of the Mareva Order, counsel for TD Bank requested that the Trustee seek an order directing that the funds be paid over to the Trustee, notwithstanding the Mareva Order.

11. The Trustee also requested that the Banks provide to the Trustee the Bankrupts' banking statements covering the period January 1, 2020 to August 9, 2022. The Banks have provided the banking statements but the statements lack details regarding the payees and the payors of the funds. 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.

Consolidation of the Bankrupts' Estates

12. As detailed in the Second Report, the Trustee is of the view that the consolidation of the Bankrupts' estates would greatly simplify their administration and result in an equitable outcome for all creditors who invested with the Bankrupts. Given the nature of the Bankrupts' dealings with

creditors, any other determination as to which estate a creditor belongs is simply arbitrary. The Inspectors support the consolidation.

Pre-Petition Costs, Payments to the Mareva Plaintiffs and Delivery of Mareva Examination Documents

13. The Trustee has received a proof of claim from one of the Inspectors requesting a payment in the amount of \$63,534.98 to counsel for the Petitioning Creditors in respect of the costs of the bankruptcy application.

14. The Mareva Plaintiffs incurred significant legal costs in initiating the Mareva Proceeding resulting in the Mareva Order. The Inspectors approved a payment of 50% of the legal fees of the Mareva Plaintiffs totaling \$97,132.37. The bankruptcy estates benefited from the Mareva Proceedings and the Trustee requests that payment be made as approved by the Inspectors.

15. The Trustee requested copies of the Mareva Examination Documents from Walker Law Professional Corporation (the “**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 that the Mareva Examination Documents be provided.

16. 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.

Production of Documents

17. The Trustee has been advised by multiple sources that certain vehicles registered in the names of Pleterski’s family members were, in fact, paid for by Pleterski.

18. As detailed in the Second Report, the Trustee seeks an Order with respect to the following car dealerships (the “**Car Dealers**”):

- (a) that Porsche Centre North Toronto and Audi Durham provide to the Trustee any details related to the payment of certain Audis and a Porsche as there are reasonable grounds to believe that they are estate assets;
- (b) that Paul Motor Company provide the Trustee with the credit application, buyout value and mileage for a certain Lamborghini Aventador SVJ, leased by Pleterski, so that the Trustee may determine what assets Pleterski disclosed on the credit application and if there is any equity in the lease for the vehicle which can be monetized for the benefit of the Bankrupts’ creditors; and
- (c) that NewRoads National Leasing provide contact information in respect of their buyer in order to allow the Trustee to contact same to request payment details and in respect of the Bentley Bentayga.

Sale of Dragan BMW

19. The Trustee is in possession of a BMW M8 purchased by Pleterski but registered in the name of Dragan Pleterski (the “**Dragan BMW**”). Dragan Pleterski consented to the Trustee taking possession of the Dragan BMW for the benefit of Pleterski’s creditors.

Other Grounds

20. 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

21. such further and other grounds as counsel may advise.

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

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

October 21, 2022

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Lawyers for Grant Thornton Limited, in its
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AP Private Equity Limited and Aiden Pleterski

TO: THE BANKRUPTS
AND TO: THE SERVICE LIST
AND TO: THIS HONOURABLE COURT

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

NOTICE OF MOTION

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AND TO:	DEPARTMENT OF JUSTICE (CANADA) Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Diane Winters Email: diane.winters@justice.gc.ca
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TAB 2

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

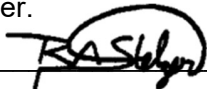
43. The Trustee is in possession of a BMW M8 which is registered in the name of Dragan Pleterski (the "**Dragan BMW**") for the purposes of obtaining insurance but was purchased by Pleterski. By email on August 22, 2022, a copy of which is attached as **Appendix "N"**, Dragan Pleterski consented to the 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.



Rob Stelzer, CPA, CA, CIRP, LIT

Senior Vice President

Appendix “A”

District of Ontario
Division No.: 07
Court File No.: BK-22-00208582-OT31
Estate No.: BK-22-00208582-OT31



ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE)	TUESDAY, THE 9TH
)	
JUSTICE CAVANAGH)	DAY OF AUGUST, 2022
)	
)	

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

BANKRUPTCY ORDER

ON the Application of **Braden Martyniuk, Brad Rogers, Nelson Lang, Dave Hotrum, Jeff Dignard and Ryan Brown** (the "**Applicants**"), creditors, of Aiden Pleterski of the Town of Whitby, in the Province of Ontario, filed the 4th day of August, 2022.

ON READING the Application for a Bankruptcy Order, the Affidavits of Verification, and the consent of the proposed trustee, Rob Stelzer of Grant Thornton Limited, of the City of Toronto, in the Province of Ontario, and upon being advised of the consent of Aiden Pleterski by his counsel,

AND it appearing to the court that the following acts of bankruptcy have been committed:

(a) the debtor, Aiden Pleterski, has ceased to meet his liabilities generally as they become due and has failed to pay the Applicants and other creditors within the six months next preceding the petition, and

(b) the debtor, Aiden Pleterski, has given notice to his creditors that he has suspended or that he is about to suspend payment of his debts.

1. THE COURT HEREBY ORDERS that Aiden Pleterski, of 9 Corner Court, in the Town of Whitby, in the Province of Ontario, be adjudged bankrupt by virtue of a bankruptcy order hereby made on this date.

2. THE COURT HEREBY ORDERS that Rob Stelzer of Grant Thornton Limited, of the City of Toronto, in the Province of Ontario, be appointed as trustee of the estate of the bankrupt.

3. THE COURT HEREBY ORDERS that the costs of the Applicants in connection with this application shall be paid out of the estate of the bankrupt upon taxation of the estate.

DATED at Toronto, this 9th day of August, 2022.



Digitally signed by
Mr. Justice
Cavanagh

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

Court File No.: BK-22-00208582-OT31

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at Toronto

BANKRUPTCY ORDER

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Lawyers for the Applicants

District of Ontario
Division No.: 07
Court File No.: BK-22-00208581-OT31
Estate No.: BK-22-00208581-OT31



ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE)	TUESDAY, THE 9TH
)	
JUSTICE CAVANAGH)	DAY OF AUGUST, 2022
)	
)	

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

BANKRUPTCY ORDER

ON the Application of **Braden Martyniuk, Brad Rogers, Nelson Lang, Dave Hotrum, Jeff Dignard and Ryan Brown** (the "**Applicants**"), creditors, of the AP Private Equity Limited, in the Town of Whitby, in the Province of Ontario, filed the 4th day of August, 2022.

ON READING the Application for a Bankruptcy Order, the Affidavits of Verification, and the consent of the proposed trustee, Rob Stelzer of Grant Thornton Limited, of the City of Toronto, in the Province of Ontario, and upon being advised of the consent of the company by its counsel,

AND it appearing to the court that the following act of bankruptcy have been committed:

(a) AP Private Equity Limited, has ceased to meet its liabilities generally as they become due and has failed to pay the Applicants and other creditors within the six months next preceding the petition, and


(b) AP Private Equity Limited, has given notice to its creditors that it has suspended or that it is about to suspend payment of its debts.

1. THE COURT HEREBY ORDERS that the said AP Private Equity Limited, of 9 Corner Court, in the Town of Whitby, in the Province of Ontario, be adjudged bankrupt by virtue of a bankruptcy order hereby made on this date.

2. THE COURT HEREBY ORDERS that Rob Stelzer of Grant Thornton Limited, of the City of Toronto, in the Province of Ontario, be appointed as trustee of the estate of the bankrupt.

3. THE COURT HEREBY ORDERS that the costs of the Applicants in connection with this application shall be paid out of the estate of the bankrupt upon taxation of the estate.

DATED at Toronto, this 9th day of August, 2022.

 Digitally signed by
Mr. Justice
Cavanagh

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

Court File No.: BK-22-00208581-OT31

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at Toronto

BANKRUPTCY ORDER

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Lawyers for the Applicants

Appendix “B”

SUPERIOR COURT OF JUSTICE

BETWEEN:

Sacha Amar Dario Singh and 9319697
Canada Ltd.

Plaintiffs

– and –

Aiden Pleterski and AP Private Equity Ltd.

Defendants

Tanya C. Walker and Jordan Koeing, for the
Plaintiffs

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

ENDORSEMENT

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. **THIS 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 “C”

District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208581-OT-31 31-2856381 (AP Private Equity Limited)
Court No. BK-22-00208582-O-T31 31-2856382 (Aiden Pleterski)

Grant Thornton Limited
11th Floor
200 King Street West, Box 11
Toronto, ON
M5H 3T4

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IN THE MATTER OF THE BANKRUPTCY OF
**Aiden Pleterski &
AP Private Equity Limited**
MINUTES OF THE FIRST MEETING OF CREDITORS

DATE, TIME AND LOCATION

Date: August 29, 2022

Time: 11:00 am

Location: Offices of Grant Thornton Limited
200 King Street West, 11th Floor,
Toronto, ON M5H 3T4
(virtual attendance options were provided)

Chairperson: Rob Stelzer, CPA, CA, CIRP, LIT
Grant Thornton Limited

Secretary: Jesse Cooper
Grant Thornton Limited

Observer: Marie-Josée Sicard
Office of the Superintendent of Bankruptcy (OSB)

ATTENDANCE

The attendance at the meeting was recorded and is attached as **Exhibit "A"**.

CALL TO ORDER

Rob Stelzer introduced himself as the Chairperson and called the meeting to order at 11:00 AM. The Chairperson introduced Jesse Cooper of Grant Thornton as the secretary.

The Chairperson indicated his authority to chair the meeting as per s. 105(1) of the *Bankruptcy and Insolvency Act* (BIA) and stated that any decision made by the Chairperson during the meeting may be appealed by the creditors to the Court.

Mr. Singh advised (after the meeting had commenced) that he was holding seven proof of claim forms for the creditors naming himself as proxyholder (the “**Singh Claims**”). There was some discussion about whether these claims could properly be admitted for the purpose of voting at the meeting. Normally, claims received after the meeting cannot be admitted for voting purposes, but the Chairperson noted that Mr. Singh had, in fact, been holding these claims when he and the Chairperson first spoke at 10:30AM. The conversation had focused on Mr. Singh’s own claim and the Chairperson believed that Mr. Singh had meant to provide them when he provided his own claim. The Chairperson thought it appropriate to include them since they were available to the Trustee before the meeting. The Chairperson conferred with Ms. Sicard, the Senior Bankruptcy Analyst from the OSB, who attended as an observer. Ms. Sicard agreed that since the claims were available to the Trustee before the meeting, they could be included.¹

QUORUM & TABLED DOCUMENTS

The Chairperson stated that pursuant to s. 106(1) of the BIA a quorum had been established since there was at least one creditor entitled to vote, or the representative of such a creditor, who was present.

The Chairperson stated that all proofs of claim had been reviewed and validated (except for the Singh claims which could be reviewed in an adjournment later in the meeting). The Chairperson further stated that the Trustee’s proof of mailing for the *Notice of First Meeting of Creditors* had been examined and the Chairperson declared the meeting to be properly called and duly constituted.

The Chairperson tabled the following documents:

- Statement of Affairs
- Proofs of Claim
- Affidavit of Service of Notice to Creditors
- Trustee’s Preliminary Report
- Newspaper Advertisement

PURPOSE OF MEETING

The Chairperson stated that as per s. 102(5) of the BIA, the purpose of the First Meeting of Creditors is to consider the affairs of the bankrupt, affirm the appointment of the Trustee (or substitute), appoint inspectors, and to give such directions to the Trustee as the creditors may see fit with reference to the administration of the estate.

¹ The Chairperson notes that all of these claims were ultimately used to vote against the Trustee’s appointment so excluding them would only increase the votes for the Trustee; their inclusion did not benefit the Trustee.

OTHER MATTERS

The Chairperson advised the meeting that the claims against Aiden Pleterski ("**Pleterski**") and the claims against AP Private Equity Limited ("**AP**" or together with Pleterski the "**Bankrupts**") are interrelated, and as a result, it has been difficult to determine who the debtor is. The Chairperson expressed his preliminary view that the two estates should be consolidated into one administration. However, Court approval would be required to effect such consolidation. Accordingly, the discussion today would consist of two meetings running in tandem.

Norman Groot asked the Chairperson whether GTA Exotics' claim was being accepted and if he had received the retraction notice email that was sent prior to the commencement of the meeting. The Chairperson responded that at the adjournment where the new Singh Claims were to be examined he could review the GTA Exotics claim and that any questions related to E-mails received or other questions for the Trustee could be asked at the question period of the meeting.

The Chairperson noted that it was disappointing that Pleterski was not physically in attendance at the meeting. The Chairperson noted that he had reminded Pleterski multiple times of his obligation to attend in person and that an E-mail indicating his non-attendance was received just over an hour before the meeting indicating that his ride plans fell through. The Chairperson had offered to pay for a cab so that Pleterski could attend, but Pleterski claimed the cab company required \$150 cash to drive to Toronto and that he had insufficient funds to pay. Ultimately, Pleterski did not attend.

TRUSTEE'S REPORT TO THE CREDITORS

The Chairperson summarized the contents of the trustee's *Preliminary Report* to the meeting.

QUESTION PERIOD AND DISCUSSION²

Summary of Questions Posed to the Trustee:

- Q: Have you been in contact with Pleterski's former girlfriend (Mya Patricia Trentadue)?
A: The Trustee responded that Mya had been contacted multiple times by telephone call and Facebook Messenger, but she hasn't responded. The Trustee advised that it planned to visit her home address which had just been provided.³

² The creditor meeting lasted over 5 hours, with the question period being the longest part. It is not practical to address every question asked and the Chairperson is concerned that there is confidential information which creditors shared about their own financial circumstances which is not appropriate to be shared in a public document. Therefore, questions have been summarized and the person asking the question has not been named as, in many cases, it was not clear who asked the question since phone participants asked many of the questions and at times spoke over one another and several people asked similar questions. As discussed at the meeting, the question part of the meeting was recorded. The recording will be shared with the Grant Thornton team, the Trustee's counsel, the OSB and the estate inspectors.

³ This visit ultimately took place on August 30, 2022.

Q: What is your understanding of how Pleterski lost our funds and what has Pleterski told you?

A: The Trustee responded that during their discussions, Pleterski claimed to only have approximately \$2 million in assets remaining at the time of his bankruptcy and claimed that he lost most of the money given to him in late 2021/early 2022 in a series of margin calls and bad trades. The Trustee noted that it had not received any evidence of this despite requesting it from Pleterski and that it needed bank statements (which had been requested) and other support in order to comment on Pleterski's representations.

Q: Did you ask Pleterski to provide clear evidence of the trades he claims to have made?

A: The Trustee responded that it had asked Pleterski to provide evidence of his bad trades as well as bank statements, and that so far Pleterski has failed to do so. The banks were slowly providing the Trustee with bank statements as the Trustee had requested.

Q: Where has all the money gone?

A: The Trustee confirmed that it has reached out to every financial institution it believes had accounts in the name of the Bankrupts and that a significant sum had already been collected or was expected to be collected as is shown in the Trustee's Preliminary Report. The Trustee still needed bank statements from most of the banks, however. The Trustee also acknowledged that there are allegations that statements provided by Pleterski had been forged, which is why the Trustee requested statements directly from the financial institutions as well.

Q: Did people provide funds to the Originators (as defined in the Trustee's Preliminary Report)? What recourse is available if some of the money was provided to the Originators?

A: The Trustee responded that it isn't entirely sure. This may be something that the Trustee makes a recommendation to the Court about, and if there is compelling evidence, they may receive Court approval to allow claims paid to an Originator. The Trustee confirmed that it was aware that there were some individuals who had paid money to the Originators.

Q: When did you start working on this file and why haven't you collected the bank records?

A: The Trustee responded that they received the Order on August 10th and requested records from the banks on the same day. The Trustee advised that the banks have been very slow to follow up, likely because of the Mareva injunction but that some money had already been received as was shown in the Trustee's Preliminary Report.

Q: Can or does the Trustee initiate criminal proceedings?

A: The Trustee directed the question to Leanne Williams. Ms. Williams said that it's not unusual for a Trustee to cooperate with the police in respect of criminal charges. Usually, the Trustee will prepare a concise statement of information that could lead to criminal charges and assist the appropriate authorities with their investigation, but it's ultimately up to the authorities as to whether they press charges.

Q: Will you be examining the Originators' assets?

A: The Trustee responded that the Originators' transactions may be attacked, but right now, they do not know how involved the Originators were. The Trustee advised that it would like to have a conversation with the Originators regarding their involvement.

Q: Were there any steps that could have been taken prior to the meeting to accelerate the recovery efforts?

A: The Trustee responded that it believes it has taken appropriate steps to safeguard and pursue assets. The Trustee noted the lack of cooperation from Pleterski, as is outlined in the Trustee's Preliminary Report, did complicate these efforts to date.

Summary of Questions Posed to Aiden Pleterski:

Q: You advised that you had \$21.0 million as of late 2021. Where did it go?

A: Pleterski responded that he did not invest all the funds in one place. There was a time where he was given money, but wasn't investing it for various reasons (i.e., the markets were down, people were asking for returns). Pleterski claimed that he deposited all the funds he received into one account and that he treated everything as one investment.

Q: When was the last time in 2022 that you made a trade?

A: Pleterski responded that he could not remember an exact date, but that he believes that he made his last trade at the end of spring/early summer of 2022.

Q: How would you describe the last trade?

A: Pleterski responded that he could not recall the total pool of funds but described the trade as decently large and noted that he would have lost a significant amount of money.

Q: What do you have in terms of records of your trading?

A: Pleterski responded that he doesn't have many statements on hand, but that he could probably locate statements from FX Choice, Vantage FX, Wealthsimple, as well as some records of crypto transactions and bank records. Pleterski stated that he doesn't think that one of the firms he invested with still exists, and, therefore, it would likely be difficult to acquire statements from them.

Q: Did you keep a log or record of whose money you used and where you used it?

A: Pleterski responded that he was very unorganized. He did not have any accounting advice or any employees. Everything travelled through word of mouth and happened very quickly. He did not keep track of his finances, nor did he keep a record of his indebtedness or payments. Pleterski claimed that he and the creditors signed contracts via text message.

Q: Why did you continue taking money and promising people a 5-7% return when you knew that you had lost money? Leading up to April, why did you continue referring to every week as a "winning week"?

A: Pleterski said that he has already answered this question.

Q: Where are the electronic devices you have been communicating with?

A: Pleterski responded that he has been communicating with his cellphone and claimed that the Trustee has not requested that he hand it over to them.⁴

Q: Do you have gold and silver bars in your possession?

A: Pleterski responded that he no longer has gold or silver bars in his possession. Pleterski claimed that he sold his bars to Sandeep Gupta. Pleterski also noted that that Sandeep Gupta's father, Ray Gupta, owned the home he was living in until recently and that Sandeep Gupta has purchased other property from him.

Q: Have you received significant cash payments from Asian ladies over the past two years?

A: Pleterski responded no – he did not receive a significant amount of cash from any Asian female investors.

Q: Do you have any cash on hand today?

A: Pleterski responded that he has a couple hundred dollars.

Q: Why haven't you supplied bank records?

A: Pleterski responded that he is putting everything together and is going to give the records to the Trustee.

Q: Where's the Lamborghini Huracan STO?

A: Pleterski responded that it was involved in a horrible accident two months ago.

Q: Where is the Lamborghini SVJ?

A: Pleterski responded that it was repossessed by Paul Motors.

Q: Where is the Patek Philippe watch?

A: Pleterski responded that he does not have one and has never had a Patek Philippe watch.

Q: When was the last time you invested?

A: Pleterski responded that it was sometime in May or June.

Q: How much money did you invest in May or June?

A: Pleterski responded that he does not know because he has been disorganized and has poor records.

Q: Why did you continue investing money when you knew you could not repay your current investors?

A: Pleterski responded he was a 20 something year old kid.

Q: How much money did you sell the McLaren Senna for? Who collected the money?

⁴ This statement from Pleterski is correct. The Trustee did not have equipment to image Pleterski's phone for the initial August 10, 2022 meeting. The Trustee has not physically seen Pleterski since that meeting – Pleterski had been largely unavailable to the Trustee as is described in the Trustee's Preliminary Report. The Trustee had spoken with its forensics practice about imaging Pleterski's phone and had planned to ask for the phone at the creditor's meeting, but Pleterski did not attend the meeting in person as he was required to.

A: Pleterski responded that he does not recall how much he sold it for. He mentioned that he was falling behind on rent payments and owed a large balloon payment on his home (which was rented for approximately \$45,000/month).

Q: Do you have any financial interest in 5126 Lakeshore Drive?

A: Pleterski responded that until the lease expires, he does not.

Q: What happens when your lease expires?

A: Pleterski responded that he has to get a mortgage, and if he does, then he has the option to take possession of the home at \$8.5 million. Pleterski made an undertaking to provide the lease.⁵

Q: What was the last month you took a cheque from someone?

A: Pleterski responded that it was more than 6-7 months ago, but he doesn't recall exactly when.

Q: What was the last month you took money from someone?

A: Pleterski responded that he doesn't know.

Q: The Lamborghini Huracan STO was crashed in November. Where is the car and who was the insurance paid out to?

A: Pleterski responded that the car was leased, it's in pieces and there's no equity in it.

Q: Where were you when the Trustee was trying to contact you for 8 days?

A: Pleterski responded that he was in a very dark place and was receiving death threats and that people were showing up to his parents' home.

Q: At the time the Trustee was trying to contact you, were you staying at the apartment outside of the city where the Trustee later met you at?

A: Pleterski responded, yes, but clarified that he was not residing there when Jesse Cooper left the note there for him.

Q: Did you sell the McLaren Senna to Mr. Gupta or Mr. Gupta's son?

A: Pleterski responded that he gave the car to Ray Gupta (the father of Sandeep Gupta) as collateral against the home in March because he was falling behind on payments. Pleterski claimed that the car was officially signed over to Mr. Gupta two months ago and that the collateral value was \$900,000.

Q: Did you ever own a Patek Philippe watch, and if so, what happened to it?

A: Pleterski responded that he never owned a Patek Philippe watch and that he has never owned a watch with a value greater than \$600,000.

Q: Do you collect watches?

A: Pleterski responded that he wouldn't consider himself to be a collector. He will purchase a watch when he sees one that he likes.

⁵ Pleterski's counsel provided it to the Trustee on September 1, 2022.

Q: How many watches have you purchased?

A: Pleterski responded that over the last two or three years, he thinks he purchased a total of 5-6 watches.

Q: What is the total value of the watches?

A: Pleterski responded that the total value of the watches is probably somewhere between \$200,000-\$400,000. The Trustee advised the meeting that, to date, he has only received one watch and an empty watch box from Pleterski.

Q: Where is the diamond incrustated Rolex?

A: Pleterski responded that he handed over a Jacob & Co. watch to the Trustee, and that he does not know where the diamond incrustated Rolex is.

Q: What about the three other watches? What are the names of the manufacturer(s) and what happened to them?

A: Pleterski responded that the other three watches were Rolex Datejust and that he sold them approximately 9-15 months ago.

Q: Did you sell these watches to the Gupta family?

A: Pleterski responded that he sold the watches through the Guptas. Pleterski claimed that he and one of the Guptas went on a website (the name of which he could not recall) to determine the market price of the watches. Mr. Gupta then went out to find interested buyers and facilitated the deals. Pleterski claimed that the purchasers paid in cash, but he does not recall how much money they made from the sales. Pleterski said that he and Mr. Gupta shared the proceeds of the sales and that he used his portion to pay off creditors and bills.

Q: What was the role of the Originators and what was their knowledge of the investments and problems?

A: Pleterski responded that the Originators are his friends and also investors and creditors. As his friends, they were involved early on and were also paid back very early on. Pleterski claimed that word spread through the Originators. The Originators would connect Pleterski with investors, but to his knowledge, they didn't necessarily have a role in his business.

Q: What was the timeline in respect of things going south with the Originators?

A: Pleterski responded when the legal troubles started happening in June.

Q: If you knew that things were going downhill at the end of last year, why did you continue to take money from people? Where was the money going?

A: Pleterski responded that he was very upfront with people when they tried giving him their money and that he had informed them that his priority was trying to make money to repay people.

Q: Over the last year, you and your friends were purchasing cars and taking private jets. How did your friends afford to invest with you? Where did their money come from?

A: Pleterski responded that this was a question for his friends to answer.

Q: Are you laundering money?

A: Pleterski responded no.

Q: Were you not curious about where your friends were getting their money from?

A: Pleterski responded that it is none of his business how individuals get or make their money.

Q: You said you were having trouble and tried to get money back to people before this process began?

A: Pleterski responded that he was in the process of pushing funds into the market and taking low risk positions and completing low risk trades with the goal of earning back any money he lost. Pleterski claimed that he was trying to work directly with individuals and pay them back their money, but that it became clear that there was a lot of bad blood.

Q: Were people collecting commissions to get more clients?

A: Pleterski responded that he directly paid money to Jason Affleck and Chris Winn. Pleterski claimed that Jason raised capital from a lot of people without his knowledge. Pleterski alleged that Jason and Chris were responsible for arranging/raising approximately \$8-9 million.

Q: What is the total amount of money that you think you've repaid to your Originators?

A: Pleterski responded that approximately \$400,000-\$800,000 was repaid collectively. Pleterski said that he wants to make everybody whole again, even if he isn't legally obligated to do so.

Q: Do you own or lease the Lamborghini Huracan STO?

A: Pleterski responded that he leases it and put down about \$250,000.

Q: Did you invest every single dollar you received from the victims?

A: Pleterski responded that every dollar went into the investment pool.

Q: Have you ever made money trading stocks?

A: Pleterski responded yes.

Q: Can you provide details [about the money made trading stocks] to the Trustee?

A: Pleterski gave an undertaking to provide details to the Trustee about the money he made trading stocks.

Q: Was there any equity in the Lamborghini Aventador SVJ that was repossessed?

A: Pleterski responded that there was \$411,000 in equity.

Q: Have you ever spoken to someone named Manny about purchasing the Lamborghini Aventador SVJ?

A: Pleterski responded that he met Manny through car shows. Pleterski claimed that the sale never went through. Pleterski said that the car was repossessed by Paul Motors.

Other Information Provided During the Question Period

1. Mya Patricia Trentadue was present for the meetings that GTA Exotics had with Pleterski regarding their investments and seemed to be deeply connected with what was going on.

2. Pleterski claimed that he did not give his parents any money to put towards their mortgage and that his parents are not involved.
3. Pleterski claimed that he is not aware of transferring cash to any of the Originators. However, the Trustee advised that on August 24, 2022 Pleterski had advised the Trustee that he repaid each of the Originators such that they are no longer owed any money. Pleterski said that these payments were made over a year ago. The Trustee advised the meeting that they have compelling evidence that the payments were made to the Originators much more recently.
4. Pleterski claimed that he already paid back some creditors because they were putting pressure on him and threatening him and his family.
5. Pleterski claimed that he currently does not have a financial interest in 5126 Lakeshore Drive. Pleterski said that when the lease is up, he will be required to get a mortgage in order to take possession of the home at \$8.5 million. The Trustee asserted that the market value of the property is believed to be greater than \$10.0 million.

Brad Rogers advised the Trustee that the homeowner transferred the property to his shell company for \$5.0 million dollars, and that he suspects that Pleterski is in cahoots with the homeowner, Ray Gupta.

Stewart advised the Trustee that the property is currently listed for sale.

6. Diana noted that Pleterski has a vendor take-back mortgage on 1 Sunny Rose Court and 5126 Lakeshore Drive. Diana advised that when she attempted to purchase 1 Sunny Rose Court, Pleterski claimed that he had money in the house.
7. Catherine Horber said that she invested money with Pleterski sometime between April 1-4th, and that during that time, Pleterski did not tell her about his difficulties. In fact, she claimed that Pleterski had confirmed that her assets and principal would be secured. Pleterski denied Catherine's allegations and said that he had warned her that it might not be a good idea for her to go through with the loan. Catherine said she has copies of the text message exchange where Pleterski said the loan would be a very good idea.
8. Stewart Wilson claimed that Pleterski told him that the Lamborghini Huracan STO was paid for in full because it was the only way for him to get the car. Pleterski denied telling Stewart that. Stewart advised the meeting that he spoke to the person in possession of the vehicle and that they told him that the damage to the vehicle could be easily fixed. Pleterski advised Stewart that he did have insurance on the vehicle when he crashed it.
9. Sacha Singh claimed that Pleterski showed him a screenshot of an account with \$1.4 million in it and said that the money was for his next fund. Pleterski denied this claim.

A motion was made and seconded for a short adjournment to allow the Trustee time to review the Singh Claims.

APPOINTMENT OF TRUSTEE FOR AIDEN PLETERSKI & AP PRIVATE EQUITY LIMITED

Following the adjournment, the Trustee noted that the vote would take a long time given the number of creditors and asked if anyone had objections to creditors voting simultaneously for the Pleterski and AP estate. No one objected. Michael Nowina made a motion to affirm the appointment of the Trustee which was seconded. The vote began with the Trustee showing the results of each creditor onscreen as each creditor voted.

Ultimately, the Trustee received 44% voting yes in the Pleterski estate and 42% voting yes in the AP estate.⁶ The Chairperson noted there were insufficient votes to affirm the Trustee with 6% more being needed in the Pleterski estate and 8% in the AP estate. The Chairperson asked if anyone wanted to bring a motion for a substitution, noting that there were insufficient votes to substitute based on the affirmation votes. The Chairperson noted that trustees from BDO were present and that BDO is a good firm with the requisite asset tracing and other experience to take on a mandate of this complexity. No substitute motion was made.

The Chairperson noted that Grant Thornton Limited would, therefore, continue as Trustee.

Clarifications Provided by the Trustee

Norman Groot noted that he and BDO objected to paragraphs 13-15 of the Trustee's Preliminary Report. The Chairperson advised that he would note the objection.⁷

The Chairperson made two clarifications at the request of Norman Groot:

1. The Proof of Claims forms received by Singh were included in the vote tally.
2. The reference in the Trustee's Preliminary Report to section 202 (1) (g) of the BIA does not apply to law firms such as Investigative Counsel.

APPOINTMENT OF INSPECTORS FOR AIDEN PLETERSKI

The Chairperson advised that as per s. 116(1) of the BIA, the creditors may appoint up to five Inspectors to the estate. The Inspectors are appointed as representatives of all the creditors and are expected to assist the trustee by virtue of their experience and are required to supervise certain aspects of the trustee's administration. The Chairperson requested nominations for Inspectors starting by understanding who in the audience was interested in serving as an inspector.

Given the recommendation to consolidate, the Chairperson recommended that the creditors elect the same 5 inspectors for each of the bankruptcies and that any inspector votes be done on a

⁶ Creditor Iain Meldrum originally voted "for" the appointment of the Trustee but later asked to change his vote to "no". The Chairperson allowed this. The Singh Claims against the Trustee have also been included in these figures.

⁷ The Trustee reviewed the Trustee's Preliminary Report subsequent to the meeting and agreed to remove these paragraphs at the request of Investigative Counsel. The revised report was recirculated to all parties.

consolidated basis (i.e. the aggregate claim in the two bankruptcies). No one objected to this request.

The Chairperson further recommended that creditor groups, such as the Baker McKenzie group, put forward only one name to represent their group. There is no legal requirement to do so as inspector appointments are via ordinary resolution, but having all major groups represented may build trust in the process which was particularly important given the rumours addressed in the Trustee's Preliminary Report.

Michael Nowina noted that there were two parties in his group who wanted to serve as inspectors, but that he was in agreement with the Chairperson's suggestion of diverse representation and so only one name would be put forward if others did the same.

Norman Groot asked those who wanted to serve as inspector's to provide a bit of background information on themselves. The Chairperson agreed and asked each person to do so.

A long voting process followed with **Braden Martyniuk, Sacha Sing, Akil Heywood, Alice Chornenka** and **Stewart Wilson** being the inspector's elected for each of the Aiden Pleterski and AP Private Equity Limited estates.

The First Inspectors meeting was held immediately following the meeting of creditors.

Closing Discussion

There were final discussions with respect to:

1. the concern that Pleterski could flee the country and whether a request could be made for an order requiring Pleterski to surrender his passport;
2. a Contempt Order;
3. a Certificate of Pending Litigation against the Burlington property;
4. pursuing criminal charges against Pleterski; and
5. the concern that someone will harm Pleterski, or that Pleterski will harm himself.

DIRECTIONS TO THE TRUSTEE

The Chairperson asked if there were any additional questions or directions to be given to the LIT and there were none beyond what has been noted above.


In response to a creditor questions, Leanne explained that it would not be easy for the Trustee to demand Pleterski's passport and that the pursuit of criminal charges would not take place until the investigation had move further along.

ADJOURNMENT OF THE MEETING

The Chairperson asked if there were no further matters to discuss that someone make a motion to end the meeting.

The motion was carried and the meeting of creditors was adjourned at 4:20 PM.

Sincerely,



Rob Stelzer
CA, CPA, CIRP, LIT

Exhibit A
In Person Attendance List – First Meeting of Creditors for Aiden Pleterski and AP Private Equity Ltd.

Creditors Present or Represented

Name	Representing	Claim Amount
Josie Piletski	BDU	—
GARY CORRIGAN	BDU	—
SACHA SINGH		
Stewart Wilson		—
Viktorija Burbo		—
SALLY BHAGERATH		—
Matthew Westby		—
Sarwinnee Singh		—
Eric Stern		—
Sumit Kumar		
Alice O. Chornenka		—
Steve Weisz		
Michael Nowina	Nelson Lang	240K
Nelson Lang	—	
Leanne Williams	Grant Thornton	—
Rebekah O'Hare	Grant Thornton	—
Ava Larios	Ava Larios	—
Carson Aikin		

Name	Representing	Claim Amount
Norman Groor	ICPL/GTA	840K
Tosha Mancolt	ICPL/GTA	840K
Zabrina Albarus		20,000
DIANA RAMGOLIA		
Roy Smallwood		
Sarah Kruger		
Neyon Smallwood		
Shawn Gendron		660,000

**Virtual Attendance List – First Meeting of Creditors for Aiden Pleterski and
AP Private Equity Ltd.**

To accommodate people who were not comfortable with attending in person due to the COVID-19 pandemic, virtual attendance was allowed at the meeting.

Confirmed virtual attendees:

- Aiden Pleterski (Debtor)
- Marie-Josée Sicard (OSB)
- Neville Thompson
- Jason Affleck
- Dave Hotrum
- Wail Abdel Karim
- Saudia Crossfield
- Braden Martyniuk
- Elaine Cai
- Seun Bammaké
- Cara and Bob Funk
- Sunray (Representative)
- Scott Theis
- Akil Heywood
- Andrea Samuels
- Thomas Gertner
- Dushandan Selvakumarasingam
- Oliver Ward
- Paul McCurbin
- Catherine Horber
- Chris Winn
- Leea Wood
- Michelle Heyes
- Brent Bolahood
- Craig Johnson
- Kathy O'Reilly
- Ryan Rumble
- Iain Meldrum

Appendix “D”

District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208581-OT-31 31-2856381 (AP Private Equity Limited)
Court No. BK-22-00208582-O-T31 31-2856382 (Aiden Pleterski)

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

TRUSTEE'S REPORT ON ITS PRELIMINARY ADMINISTRATION

SECTION A

Introduction

1. On August 9, 2022 the Ontario Superior Court of Justice (the "**Court**") ordered that Aiden Pleterski ("**Pleterski**") and the company he owned, AP Private Equity Limited ("**AP**" and together with Pleterski, the "**Bankrupts**") be adjudged bankrupt. The Order was made following a petition filed by several creditors represented by Baker McKenzie LLP ("**Baker McKenzie**") who are owed money by the Bankrupts. Grant Thornton Limited was appointed as the trustee in bankruptcy (the "**Trustee**" or "**Grant Thornton**"). Because the assets and liabilities of Pleterski and AP are interrelated, the findings for each bankrupt are consolidated into one report.

Background

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. Pleterski is the sole officer and director of AP. Investments appear to have been made both through Pleterski personally and through AP. In some cases, investors provided funds to Pleterski directly and, in other cases, they gave funds to AP.
3. The Trustee understands that much of the funding was raised through originators who raised money for the Bankrupts. The Trustee has been advised that the originators included: Mitchell Learning, Tyson Heyes, Patrick Fetras, Mason Doucette, and Colin Murphy (collectively, the "**Originators**"). Many of the Originators appear to have been given the use of expensive vehicles owned or leased by Pleterski such as a

Lamborghini, Range Rover, BMW, etc. to entice investors. The Trustee has attempted to contact the Originators by phone but they have not responded to the Trustee's enquires. As the Trustee has thus far been unsuccessful in contacting the Originators, the Trustee is urging anyone with contact information, including physical addresses, for the Originators, to provide it to the Trustee. The Trustee would like to speak with the Originators as soon as possible and may wish to conduct formal examinations of them pursuant to section 163 of the *Bankruptcy and Insolvency Act* ("**BIA**") in respect of the business and assets of the Bankrupts.

4. The Trustee has been advised that, throughout 2022, creditors became increasingly concerned about recovering the funds they invested with the Bankrupts. On June 27, 2022, a statement of Claim (the "**Singh Claim**") was filed on behalf of Sacha Amar Dario Singh and 9319697 Canada Ltd. (collectively, the "**Singh Creditors**") represented by Walker Law Professional Corporation in order to pursue funds claimed to be owed by Pleterski.

Mareva Proceedings and the Bankruptcy

5. There has been a great deal of confusion among creditors in respect of the Mareva proceedings and the bankruptcies. This section provides some background on the bankruptcies and Grant Thornton's role in an effort to clarify the confusion. Creditors will have the opportunity to ask questions directly of Grant Thornton at the meeting and appoint inspectors who will give directions to the Trustee.
6. On July 7, 2022, the Court issued a Mareva order to "freeze" Pleterski's assets (the "**Mareva Order**") at the request of the Singh Creditors as part of the Singh Claim. The Mareva Order was expanded on July 15, 2022 to include Akil Heywood and Banknote Capital Inc. represented by DMG Advocates LLP.
7. A Mareva Order freezes assets pending a trial in an action commenced by a plaintiff. It prevents the defendant from disposing of his assets. A Mareva Order is intended to preserve assets pending a trial of a lawsuit. It, therefore, benefits the party that brought the Mareva Order. In contrast, a bankruptcy is a legal procedure in which the bankrupt's property is surrendered to a licensed insolvency trustee. Once adjudged

bankrupt, a person or company or an entity holding their assets (for example, a bank holding funds in the name of the bankrupt) must deliver all property to the Trustee (with the exception of certain exempt assets, such as, clothing).

8. The Trustee's role is outlined in the BIA. Grant Thornton was appointed by the Court in this mandate and is an officer of the Court. As a result, its duties are to the Court and to the creditors of the Bankrupt including to:
 - (a) impartially represent the interests of all creditors;
 - (b) act with an even hand as between competing classes of creditors;
 - (c) act for the benefit of creditors generally; and
 - (d) take possession of and realize on the assets of the Bankrupts and to distribute the proceeds to creditors based on their proven claims.
9. As part of these duties, the Trustee is also responsible for investigating the affairs of the Bankrupts.
10. At the First Meeting of Creditors, creditors may affirm the appointment of the trustee (or substitute the trustee with another licensed insolvency trustee) and elect up to five inspectors who 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 way that major decisions of management are approved by a board of directors.
11. The Trustee understands that all of the creditors of the Bankrupts are unsecured. That means that the creditors that gave their money to the Bankrupts to invest have an equal entitlement to any proceeds available for distribution. Creditors will be paid based upon the claims they are able to prove to the Trustee in accordance with the BIA. Distributions are not based upon the claim amounts listed on the Statement of Affairs which was prepared based upon incomplete information for reasons described later in this report.

Rumours Relating to This Proceeding

12. In discussions with creditors, the Trustee has become aware of a number of rumours that the Trustee wishes to directly address. These rumors include:
- (a) proof of claims and proxies must be sent to Investigative Counsel;
 - (b) the Trustee was chosen by Pleterski;
 - (c) the Trustee takes its instructions from Baker McKenzie; and,
 - (d) the Trustee does not have experience with fraud or ponzi cases.

Grant Thornton's Experience

13. Grant Thornton Canada a member firm in Grant Thornton International, a global accounting firm with over 50,000 employees worldwide. Grant Thornton Canada has extensive experience with fraud or ponzi scheme cases, including:
- (a) Grant Thornton was retained on a confidential basis by a lending syndicate of Canadian banks as their financial advisor for a loan in excess of \$200 million. After the discovery of fraud, the mandate included a significant amount of investigative work, including asset tracing focused in Europe;
 - (b) Grant Thornton was appointed by the Court as Trustee pursuant to section 37 of the *Mortgage Brokerages and Administrations Act* after the discovery of a Ponzi scheme at Tier I Trustee Corporations. As Trustee, Grant Thornton conducted extensive asset tracing, including property traced across Canada, the United States and the Caribbean;
 - (c) Grant Thornton was appointed as the Court-appointed Receiver of Crystal Wealth Management's 15 mutual funds on application by the Ontario Securities Commission. The company has assets under management prior to the receivership in the amount of \$193 million. More than 3,000 investors were involved across Canada, who invested in the Crystal Wealth Funds via registered and non-registered accounts. The Receiver has engaged in

extensive asset tracing, investigative and asset recovery exercises in Canada and the United States.

The Trustee's Independence

14. As discussed above, the Trustee was appointed by the Court on application by certain creditors. The Trustee was not appointed by Pleterski. Prior to its appointment, the Trustee had never spoken to Pleterski.
15. Although the Trustee was appointed by a group of creditors represented by Baker McKenzie, it does not seek or take instructions from Baker McKenzie or its clients. The Trustee has never spoken to Baker McKenzie's clients. The Trustee is an officer of the Court whose mandate is prescribed by the BIA for the benefit of all creditors. Once the inspectors are appointed in these proceedings, the Trustee will work with the inspectors who represent all of the creditors of the Bankrupts. The Trustee has a license to practice and could have its license revoked or face other penalties were it found to favour the creditor requesting its appointment or any other creditors.

Conduct of the Bankrupts

16. Shortly before his bankruptcy, Pleterski was the owner (directly or indirectly) of approximately 11 high-end vehicles (in addition to leasing several others) and rented a home on the waterfront in Burlington for approximately \$20,000 per month.
17. Immediately after the issuance of the Bankruptcy Orders, the Trustee had a video call with Pleterski and his legal counsel. The next morning (August 10, 2022), the Trustee met with Pleterski at his apartment; he was cooperative and provided his assets in the apartment including jewelry, guitars, etc. as well as information related to certain of his assets and their whereabouts. As a result of the information obtained, the Trustee immediately took steps to secure as many of the vehicles as they could locate with the information provided.
18. Notwithstanding his initial cooperation, starting on the afternoon of August 10, 2022 until August 18, 2022, Pleterski was unresponsive to phone calls, text messages and E-mail. During that time, the Trustee visited Pleterski's apartment outside of the city and even took the step of visiting his family home in Whitby and speaking with his

parents. Due to the unresponsiveness of Pleterski, the Trustee to the extraordinary step of instructing its proposed counsel to begin drafting court materials seeking a contempt order and ultimately, failing compliance with that order, requesting a bench warrant (i.e. an arrest warrant) against Pleterski. Before the materials were completed, on August 18, 2022, Pleterski responded to the Trustee but indicated he was unavailable to speak until the morning of August 21, 2022. Pleterski pushed back the morning call on August 21, 2022 to the afternoon of that same day and then asked to cancel the afternoon call; the Trustee insisted that the call proceed as there were many urgent questions regarding Pleterski's assets and creditors.

19. Without assistance from Pleterski during the period of August 10, 2022 until August 21, 2022, the Trustee:
 - (a) was unable to review Pleterski's records when putting together the Statement of Affairs which lists all of his assets and creditors. Accordingly, the Trustee was only able to contact creditors of which it was aware pursuant to the existing litigation or the limited records it had in its possession; and
 - (b) was unable to take possession of the Lamborghini Huracan, BMW M8, Audi R8, Honda Civic Type R, and other vehicles on a timely basis.
20. Even when Pleterski did make himself available on August 21, 2022, he did not provide the documentation he agreed to provide after the call and refused to answer the Trustee's questions related to his conduct before bankruptcy including, contact information for the Originators and details on payments he made before his bankruptcy. The Trustee pressed Pleterski on why, with a creditor pool believed to exceed \$25 million, he had so few assets. Pleterski insisted his counsel be present before answering these types of questions. As a result, the Trustee arranged for a video call with Pleterski and his counsel on August 24, 2022 which was subsequently cancelled by Pleterski. The Trustee insisted that if Pleterski did not answer the Trustee's questions within 24 hours that the Trustee would move forward and request a contempt Order from Court. The Trustee was finally able to obtain the information it was seeking and ask its questions on August 25, 2022 (the creditor's list which the

Trustee had been seeking since August 10, 2022 was finally provided by Pleterski's counsel on August 24, 2022).

21. As a result of the above, in addition to delaying the Trustee's investigation and adding needless cost to the administration of this estate, from the period August 10, 2022 until August 24, 2022, the Trustee was unable (despite multiple attempts) to get a proper listing of Pleterski's creditors. The Trustee reached out to the creditors provided by Pleterski within 24 hours via the E-mail addresses provided and has had contact with a number of these creditors. Unfortunately, as a consequence of Pleterski's inaction, certain creditors were not advised about the First Meeting of Creditors until August 25, 2022 – only 4 days before the creditor's meeting. The Trustee has made every effort in a highly condensed timeline to answer the questions of such creditors and assist them in filing claims.
22. Ultimately, Pleterski's conduct has resulted in many creditors not receiving timely notification of the bankruptcy or the First Meeting of Creditors. Furthermore, the lack of cooperation, particularly in locating and securing the vehicles, has greatly added to the cost of the administration of the estate. The Trustee had to attend multiple different locations in order to get each of the cars. In some cases, the cars were not where Pleterski advised they were or the parties holding them would not release them without payment or a significant amount of information from the Trustee. Thankfully, all but one known vehicle, an Audi A4, has been secured by the Trustee as at the date of this report. The Trustee understands that the Audi A4 is being driven by Pleterski's former girlfriend, Mya Patricia Trentadue.
23. The Trustee believes that Pleterski has not complied with his duties pursuant to section 158 of the BIA.

Consolidation

24. It is the Trustee's preliminary view that the bankruptcies of Pleterski and AP should be consolidated into one estate. Pleterski did not appear to separate his business dealings in AP from his personal dealings. For example, in some instances, agreements were entered into with AP but funds were delivered to Pleterski

personally. Following a more thorough consolidation analysis, the Trustee intends to seek approval of the Court to consolidate the two estates thus combining the assets and liabilities of AP and Pleterski for the benefit of creditors. Such application will be discussed with the inspectors to be appointed and will be brought on notice to all creditors.

25. In the meantime, since the Trustee does not yet have the approval from the Court to consolidate, it will continue to separate assets and claims to the extent possible. In the event of a conflict, the Trustee intends to consider the party who actually received the funds is the prevailing bankrupt. For example, if a creditor has a signed contract with AP but paid Pleterski personally, the Trustee will assume that the creditor has a claim against Pleterski rather than AP. Consolidation would greatly simplify administration of the estates and result in an equitable outcome for all creditors who invested with Pleterski (either directly or through AP).

Assets

26. Below is a table summarizing the assets of the Bankrupts given the information currently in the possession of the Trustee and prior to any further investigation. Cars are listed at their estimated wholesale value per the Trustee's appraiser.

	Pleterski	AP	Combined	Comments
Cash & Bank Drafts	561,473	45,000	606,473	
Investments*	281,000	62,000	343,000	
2020 Audi R8 convertible	180,000	-	180,000	
2018 Honda Type R	35,000	-	35,000	
2017 McLaren 570GT	120,000	-	120,000	
2018 McLaren 720s	280,000	-	280,000	
2015 BMW i8	70,000	-	70,000	
2020 BMW M8 spider	115,000	-	115,000	
2018 Lamborghini Huracan	350,000	-	350,000	
2019 Range Rover Velar	53,000	-	53,000	
2021 CFMOTO ATV	10,000	-	10,000	
2018 Kawasaki Ninja	5,000	-	5,000	
2020 Audi A4*	30,000	-	30,000	
Jewellery & Personal Effects	32,000	-	32,000	Detailed list available for creditors upon request.
Deposit on Real Estate	-	-	-	Value unknown.
Total	2,122,473	107,000	2,229,473	

**The Trustee believes that these are estate assets, but they have not yet been collected by the Trustee. Investments consist of approximately \$120,000 with TD belonging to Pleterski. Investments also consist of \$3,000 held by Pleterski, \$158,000 in an investment account held by Pleterski and \$62,000 held by AP. All investment amounts have been rounded as amounts to be collected are subject to bank fees.*

SECTION B

Conservatory and Protective Measures

27. As noted above, the Trustee has, so far, taken possession of all known vehicles except for an Audi A4.

Carrying on Business

28. The Trustee has not carried on any business conducted by Pleterski or AP's business.

SECTION C

Legal Proceedings

29. The Trustee is not aware of any legal proceedings currently ongoing against the Bankrupts other than the Singh Claim.

SECTION D

Provable Claims

30. The Statement of Affairs of the Bankrupts disclose approximately \$13 million in claims. As noted earlier in the Conduct of the Bankrupt section of this Report, the Statement of Affairs was prepared without assistance from Pleterski and the Trustee believes that it does not accurately reflect the true claims against the Bankrupts. The Trustee believes that the true creditor pool exceeds \$25 million. Set out below is a table summarizing total unsecured claims of approximately \$13 million (as at August 27, 2022 at 11:00 AM). The total balance of the claims pool continues to increase as claims are received. No preferred or secured claims have been filed.

	Pleterski	AP	Combined
Unsecured Claims	\$ 8,602,976	\$ 4,313,334	\$ 12,916,310

SECTION E

Secured Creditors

31. No secured claims have been filed as is noted above.

SECTION F

Anticipated Realization and Distribution

32. Until the issue of whether the Pleterski and AP estates should be consolidated is resolved, it is not possible to provide accurate guidance on realizations. The Trustee notes that only \$2.2 million of assets have currently been located by the Trustee and that claims filed amount to approximately \$13 million. The Trustee believes that further investigation is warranted to potentially uncover additional assets of the Bankrupts.

SECTION G

Investigations and Transfers at Undervalue/Preference

33. The Trustee's primary efforts over the past three weeks have focused on locating and taking possession of the known assets of Pleterski, liaising with creditors and their counsel and preparing for the First Meeting of Creditors. The Trustee's investigation efforts thus far include the following:
- (a) Coordinating with counsel that initiated the Mareva application and asking for a copy of the transcripts from their examinations;
 - (b) Online research into Pleterski, the Originators and others who may have information related to the assets of the Bankrupts.
 - (c) Speaking with creditors and receiving and reviewing documents from them regarding the whereabouts of Pleterski's assets;

- (d) Conducting a preliminary examination of the Bankrupt 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 bars Pleterski allegedly possessed;
 - (4) Information on why Pleterski's assets are much less than his liabilities and the exact nature of his 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 Dragan Pleterski (Aiden Pleterski's father) about vehicles registered in his name which were paid for by Pleterski. The Trustee has found Dragan Pleterski to be cooperative thus far and has facilitated the Trustee's efforts to determine if there is equity and take possession of such vehicles;
- (g) Requesting that Thornton Grout Finnigan LLP ("**TGF**"), the law firm asked to serve as estate counsel (subject to inspector approval), to conduct land title searches for the residence Pleterski rented as there have been allegations that Pleterski has an ownership interest in the property;
- (h) Contacting legal counsel acting for Pleterski requesting details related to a \$500,000 deposit made by Pleterski in respect of the acquisition of real property located at 725 Westney Road South in Ajax which has not yet closed to determine if the deposit could be recovered;
- (i) Reaching out to the Originators (with the limited information provided) to determine whether certain payments are recoverable as a preference

pursuant to the BIA for the benefit of creditors and other information about the Bankrupts; and,

- (j) Asking the financial institutions and exchanges which Pleterski dealt with to provide bank statements (most of the funds have already been collected).

- 34. The Trustee does not want to provide further detail in this Report about its additional investigation efforts since this report will be available to the Bankrupt. The Trustee will share further details with the inspectors elected by the creditors.
- 35. As is detailed below in this report, the Trustee estimates the gross value of the property that the Bankrupt has disclosed is estimated to be worth an estimated \$2.2 million whereas the creditor's have filed claims totalling approximately \$13 million and the Trustee believes that the actual creditor pool exceeds \$25 million. The deficiency between assets and liabilities is conspicuous and warrants further investigation.
- 36. As noted above, it may be possible to pursue the payments to the Originators as preferences under the BIA.

SECTION H

Other Matters

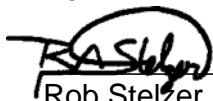
- 37. None.

DATED at Toronto, Ontario this 29th day of August 2022
(based on claims received as at 11:00 AM EDT on August 27, 2022).

GRANT THORNTON LIMITED

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

Per.



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

Appendix “E”

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

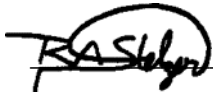
Trustee believes that without repercussions for his actions, Pleterski will continue to thwart the bankruptcy process to the detriment of the Bankrupts' creditors.

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 “F”



SUPERIOR COURT OF JUSTICE
COUNSEL SLIP/ENDORSEMENT

COURT FILE BK-22-00208582-OT31
NO.: BK-22-00208581-OT-31

DATE: 13 Sep 2022

TITLE OF PROCEEDING **Bankruptcy of Aiden Pleterski and AP Private Equity Limited**
BEFORE MADAM JUSTICE KIMMEL

NAMES OF COUNSEL AND PARTY:

☒ Counsel for Aiden Pleterski- MICHEAL SIMAAN
☒ AIDEN PLETERSKI

PHONE _____

EMAIL msimaan@kramersimaan.com

NAMES OF COUNSEL AND PARTY:

☒ Counsel for the Trustee-LEANNE WILLIAMS & PUYA FESHARAKI
☒ ROB STELZER court appointed Trustee
☐

PHONE _____

EMAIL Pfesharaki@tgf.ca

PHONE lwilliams@tgf.ca

EMAIL rob.stelzer@ca.gt.com

NAMES OF COUNSEL AND OTHER PARTIES:

☐
☐

PHONE _____

EMAIL _____

PHONE _____

EMAIL _____

ENDORSEMENT OF JUSTICE KIMMEL:

[1] After frustrated attempts to gain access to the cell phone and electronic records of the bankrupt Aiden Pleterski ("Pleterski"), Grant Thornton Limited in its capacity as the court appointed trustee in bankruptcy of AP Private Equity Limited ("AP") and Pleterski (the "Trustee"), took the extraordinary step of bringing motion under s. 168(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1085, c. B-3 (the "BIA") for, among other things, the arrest of Mr. Pleterski and the seizure of certain of the bankrupts' property that they had failed to provide to the Trustee, despite repeated requests. The failure of the bankrupts to meaningfully co-operate with the Trustee and comply with their statutory obligations under ss. 158 and 159 of the BIA is well documented.

[2] 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. It goes without saying that time is of the essence and it is incumbent upon Pleterski to ensure that the bankrupts are in compliance with their outstanding and ongoing statutory obligations.

[3] The Trustee's motion returnable today seeking Pleterski's arrest and other criminal sanctions is adjourned *sine die*. It may be brought back on by the Trustee if there are further instances of non-compliance by the bankrupts that are considered to warrant relief of this nature on a minimum of 3-days' notice. The return of this motion must first be scheduled through the commercial list scheduling office with appropriate materials and steps having been taken, having regard to the nature of the relief sought.

[4] This endorsement shall have immediate effect without the necessity of the issuance and entry of a formal court order.

A handwritten signature in black ink, appearing to read "Kimmel J.", with a stylized, cursive script.

KIMMEL J.

Appendix “G”

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.

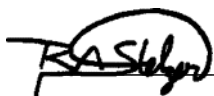
16. Pleterski continues to be in violation of his duties under section 158 of the BIA which constitutes a bankruptcy offence pursuant to section 198(2) of the BIA. It is the Trustee's position that, given the nature of the allegations against the Bankrupts, it is imperative that Pleterski immediately 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

Appendix “H”



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: BK-22-00208581-OT31 /
BK-22-00208582-OT31

DATE: 6 October 2022

NO. ON LIST: _____

TITLE OF PROCEEDING: 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 PLETESKI, of the Town of Whitby, in the Province of
Ontario

BEFORE JUSTICE: MADAM JUSTICE KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Leanne Williams, Puya Fesharaki	Counsel for Trustee; Grant Thornton Limited	lwilliams@tgf.ca ; pfesharaki@tgf.ca
Rob Stelzer		Rob.stelzer@ca.gt.com

For Defendant, Respondent, Responding Party, Defence, Third Party:

Name of Person Appearing	Name of Party	Contact Info
Marie-Josée Sicard, Jinny Kim	OSB	Marie-josée.sicard@ised-isde.gc.ca ; Jinny.kim@ised-isde.gc.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Aiden Pleterski	Self-Represented Respondent	aiden.pleterski@gmail.com ; apleterski32@gmail.com

ENDORSEMENT OF JUSTICE KIMMEL:

[1] When this matter last came before me on September 13, 2022, I noted that: “ The failure of the bankrupts to meaningfully co-operate with the Trustee and comply with their statutory obligations under ss. 158 and 159 of the BIA is well documented.” That endorsement further stated that: “It goes without saying that time is of the essence and it is incumbent upon Pleterski to ensure that the bankrupts are in compliance with their outstanding and ongoing statutory obligations.”

[2] At that time, Mr. Pleterski (“Pleterski”) had agreed, through his counsel, to a protocol for compliance with the Trustee’s demands for him to hand over certain property. On that basis, the Trustee’s motion seeking Pleterski’s arrest and other criminal sanctions was adjourned *sine die*, with express permission for the Trustee to bring the motion back on if there were further instances of non-compliance.

[3] It was only a matter of weeks before the Trustee was forced to bring the motion back on, which resulted in compliance from Pleterski only on the eve of the return of this motion. The Trustee’s motion is brought pursuant to sections 168(2) and/or 198 and 205 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (“BIA”). These provisions have not received much judicial consideration. However, the essence of these provisions strikes me as analogous to a civil contempt remedy.

[4] Pleterski has now complied with the Trustee’s most recent requests for his property and co-operation, but only late on October 5, 2022 by delivering his diamond studded Rolex watch and Audi to the Trustee and accepting the suggestion that he bring in his second iPhone for imaging and at the same time receiving back the first iPhone that he provided to the Trustee following the last hearing, which has now been imaged. In the course of this court hearing, it was agreed that Pleterski would attend at the Toronto offices of the Trustee on the morning of October 7, 2022 to bring in his second iPhone for imaging and he will receive his first iPhone in return. Pleterski may, at his option, wait for the imaging of his second phone to be completed so he can take it with him later that day. Or he may return to pick it up on another day and time to be arranged with the Trustee.

[5] However, the Trustee is understandably frustrated by the repeated lack of co-operation from Pleterski that has resulted in much additional time and expense, and is still asking the court to make the requested order for Pleterski’s arrest. The court does not condone this type of behaviour, involving disregard of court ordered and statutory obligations and last minute compliance.

[6] That said, the court also does not grant warrants for the arrest, detention and incarceration of individuals in civil matters, even when they have acted in contempt of the court’s previous orders, except in very extenuating circumstances.

[7] Civil contempt orders serve a dual purpose. One purpose is practical and focused on the parties before the court: seeking to ensure that the contemnor complies with relevant court orders. A sentence for civil contempt is intended to be coercive and persuasive, designed to enforce the rights of a private party. See *Mercedes-Benz Financial v. Kovacevic*, 2009 CanLII9423, [2009] O.J. No. 888, at paras. 7-8. The other purpose is focused on the public at large: signaling that the court and its processes, including court orders, are to be respected. However, a custodial sentence is typically reserved for the most serious contempt or where there

is no choice but to jail a contemnor in order to coerce compliance or to express deterrence and denunciation: See *Pronesti v. 1309395 Ontario Ltd.* 2015 ONSC 1139, at para. 38; *Astley v. Verdun*, 2014 ONSC 7136, at paras. 19-20.

[8] So far, the two times that the Trustee has brought forward its motion, it has resulted in the primary objective of compliance being achieved. The Trustee should not be forced to bring motions and threaten contempt-like and quasi-criminal proceedings in order to secure the compliance of these bankrupts. While the extreme remedy of an arrest warrant and an order for detention and incarceration of Pleterski has not been found to be warranted today, I do not foreclose that as a possible future remedy if this pattern of conduct continues.

[9] In the meantime, I asked the Trustee if there were any other remedies or recourse that it would like to seek today as a result of the bankrupts' conduct. The Trustee decided not to seek any monetary penalty or costs as it was viewed as unlikely to achieve the objectives of compliance and/or deterrence where the bankrupts have claimed to have no assets outside of those seized and would be dependent upon others to assist with compliance with such monetary orders. The Trustee's immediate goal is to avoid future unnecessary time and expense in its ongoing work, that is determinantal to the creditors of the bankrupts. To that end, for today's purposes, an order for substituted service under Rule 16.04 was requested, for purposes of the service of future materials on the bankrupts.

[10] Pleterski's two operating email addresses are noted at the top of this endorsement and he has confirmed that he will be able to access emails sent to at least one of these addresses to as long as he has one of his iPhones. It is impractical and expensive for the Trustee to have to continue to find and serve Pleterski when he is sometimes represented by counsel and sometimes not, and it appears that service to both of Pleterski's emails will suffice to bring matters in these proceedings to his attention. I consider an omnibus order for substituted service, permitting the Trustee to serve both Pleterski and AP Private Equity Limited by sending any future court or other materials in these bankruptcy proceedings to Pleterski at the two email addresses indicated at the top of this endorsement, to be appropriate in the circumstances, and I so order. Materials should also be sent by email to Pleterski's counsel if he is represented.

[11] However, this order for substituted service is not at this time made in respect of any future contempt-like proceedings as may be brought by the Trustee pursuant to ss. 168(2), 198 and/or 205 of the BIA. Those proceedings should be served personally if possible. It will be incumbent upon the Trustee to satisfy the court if they are served other than personally at the time that any such further requests for arrest, detention and/or incarceration come before the court.

[12] This endorsement shall have immediate effect without the necessity of the issuance and entry of a formal court order.

A handwritten signature in black ink, appearing to read "Kimmel J.", with a stylized, cursive script.

KIMMEL J.

Appendix “I”

Court File No. CV-22-00000915-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

SACHA AMAR DARIO SINGH and 9319697 CANADA LTD.

Plaintiffs

- and -

AIDEN PLETERSKI AND AP PRIVATE EQUITY LTD.

Defendants

AFFIDAVIT OF AIDEN PLETERSKI

I, AIDEN PLETERSKI of the City of Burlington, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am the personal defendant and the principal of the corporate defendant and, as such, have knowledge of the following matters that I hereinafter depose to.

A. *Receipt and Compliance with the Mareva Order*

2. I am in receipt of the Order of July 7, 2022, which I received by email on or about July 9, 2022. Since that time, I have met with counsel and have started to pull together my records in order to comply with the Order.

3. I have for the past few months also been taking steps to sell my assets so that they could pool them and make them available for creditors. I have paused these steps since receiving the Order as I did not want to do anything that would be considered off-side.

B. Overview and Background

4. This affidavit is not intended to respond to the substantive allegations in all of the affidavits included within that motion record, as I believe that many of the facts alleged have been distorted and, further, that there are many material facts that have been omitted. Chief amongst the omitted facts are threats of bodily harm against me by many of my creditors including the plaintiff, Sacha Singh.

5. Rather, this affidavit is intended to provide some initial background on me and how this terrible series of events occurred.

6. I am presently 23 years old. I have been investing in cryptocurrency for approximately 7 years (i.e. back to when I was 16 or 17 years old).

7. I will use the term "investing" money below, but I really didn't look at it that way when I began. I was simply trading with my own money and then people I knew would give me their money to trade along with my own money.

8. While I had very little knowledge of the stock market, I seemed to develop a good understanding for trading in cryptocurrency and other currencies such that I was successfully able to earn extremely large returns on my own personal money. As my family and friends learned how successful I had become, they began giving me their money and I was equally successful earning them large returns.

9. From there, new of my successful trading continued to grow such that friends of friends (or friends of family) would give me their money to invest. I note that I did not solicit anyone's money at any time. Rather, other people began sharing stories of my successful investing returns with their friends who would then approach me and ask me to invest their money with my own.

10. As I had never experienced any type of downturn in the market, and strongly believed (and continue to believe) that cryptocurrency will be the currency used in the future, I did not understand the risks of the investment. As can be seen from the very simple contract that I drew up, which was really just to help me keep track of who had invested what with me, I even guaranteed the return of investors' principals.

11. As I have learned, this approach was extremely naïve on my part.

12. While I continued carrying out my investments personally and for others and for years was earning extremely high returns. This had the effect of causing more people to bring money forward to invest with me.

13. I have been trying to put together a list of people who gave me money, but I don't even know all of them as many people would give money through people that were already investing with me, and would just fill-out the contract that was circulating online, sometimes with my signature already affixed.

14. As I will get to in the section on assets below, I am even in possession of undeposited bank drafts that were supplied to me by friends or associates of people who had already invested with me, which I never even got around to depositing. When I was able to deposit these monies, it became evident that the market had taken a downturn and that I was so highly leveraged, that as soon as I deposited that money, it would have been lost, so I did not deposit these monies.

15. My investing activities initially started to suffer losses in late-2021 before turning around in early-2022. But the reprieve was very brief and many cryptocurrencies were decimated in the Spring of 2022. The most popular crypto currency is Bitcoin, which is currently trading under \$27,000 after trading over \$80,000 in November, 2021. Even in late-March, it had rebounded to almost \$60,000 before dropping down to its current level.

16. As a result of these drastic losses in the cryptocurrency market and my efforts to recover what was lost through leveraging other currencies, I have lost all of my market investments and those of people who were investing with me. The suggestion that I have money stored away somewhere is entirely false. The total value of my cryptocurrency assets is about \$2,000 in a Coinbase Bitcoin Wallet.

C. Assets & Amounts Owed

17. When I was successfully investing, I did purchase a number of investments, a brief summary of which is as follows: I have:

- a. approximately \$130,000 in all of my TD accounts, most of which is in mutual funds;
- b. approximately \$200,000 in my RBC accounts less approximately \$50,000 on my credit card;
- c. approximately \$87,000 in my Credit Union account (which has not been frozen), including approximately \$80,000 in money I am depositing this week from the sale of one of my luxury cars last week;
- d. I have 8 other luxury automobiles, which are difficult to value as the market is constantly changing, but which are likely worth well in excess of \$1,000,000;
- e. I have a deposit of \$500,000 on a commercial property in Ajax which is scheduled to close in the fall; and,

- f. I have some jewelry and some Lego, which I understand might be of some value.

18. As mentioned above, I also have approximately \$250,000 to \$300,000 in undeposited bank drafts, which are made out to me or my company.

19. If permitted to do so, I would like to sell the remaining cars that I own as quickly as possible and deposit them into whatever accounts that this court directs me to deposit them into. This will allow me to end storage and insurance expenses and, allow me to continue pursuing sales that I had started prior to receiving the Mareva Order last Saturday. This is important because the value of luxury vehicles have already started to drop

20. In summary, I have very little left from all of my investing success as I lost most of my personal investments in the cryptocurrency "crash" identified above.

21. Unfortunately, as I lost money, so did all those people who were investing with me. I estimate that I owe between \$15M and \$20M in principal investments that I guaranteed repayment of, back to these people.

D. Compliance With the Order

22. I recognize that the Mareva Order sets out a process for me to provide an affidavit listing my assets as well as submit to cross-examinations on my assets. I want to cooperate in this process, but will require the assistance of counsel to do so. As such, I have retained Micheal Simaan of Kramer Simaan Dhillon LLP to assist me with this process as I do not feel capable of handling these legal matters on my own. My lawyer has prepared a Cost Outline for assisting me with preparing this affidavit; and with that upcoming process; which

is attached as **Exhibit "A"**. I would request permission to withdraw that amount to fund my counsel on a preliminary basis.


23. I also require funds upon which I can use to live. I have been leasing a lakefront home in Burlington but as I can no longer make those payments, I am in the process of leaving. My single largest expense in recent weeks has been full time security as I have had many threats made against me physically by people who want their money back that they deposited with me. Once I leave my Burlington home, I am hopeful that I won't need that expense any longer.

24. But I will require approximately \$2,000.00 per month to cover my living expenses, including food and shelter and other items.

25. I would also like to inquire if I can transfer a lease on the car I am driving (it is leased without any cash value) to my father. That way I will then be able to share with him so that I have a vehicle to drive when it is required.

26. I am making this preliminary affidavit to express my willingness to assist with the court ordered process and to apply for an order for ordinary living and legal expenses in accordance with the said order.

SWORN before me by video
conference by Aiden Pleterski of
the City of Burlington, this 15th day
of July, 2022, , in accordance with
O. Reg. 431/20, Administering Oath
Or Declaration remotely.


Commissioner for taking affidavits


AIDEN PLETERSKI

Appendix “J”



District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208581-OT-31 31-2856381 (AP Private Equity Limited)
Court No. BK-22-00208582-O-T31 31-2856382 (Aiden Pleterski)

Grant Thornton Limited
11th Floor
200 King Street West, Box 11
Toronto, ON
M5H 3T4

Robert A. Stelzer

E rob.stelzer@ca.gt.com
T (416) 607-8849
F (416) 360-4949
www.GrantThornton.ca

IN THE MATTER OF THE BANKRUPTCY OF
Aiden Pleterski &
AP Private Equity Limited

INSPECTOR MINUTES (6th MEETING)

LOCATION

Date: September 29, 2022

Time: 9:00 AM

Location: Offices of Grant Thornton Limited
200 King Street West, 11th Floor
Toronto, ON M5H 3T4

ATTENDANCE

- Rob Stelzer (GTL)
- Jesse Cooper (GTL)
- Braden Martyniuk (inspector)
- Sacha Singh (inspector)
- Akil Heywood (inspector)
- Alice Chornenka (inspector)
- Stewart Wilson (inspector)

GENERAL

Rob Stelzer called the meeting to order. Rob noted that on September 27, 2022 he had circulated an agenda with supporting documents (the "Agenda").

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Consolidation

Rob recommended treating all assets and creditors pooled together as if in one bankruptcy estate. Rob explained that there was simply no clear way to determine who the debtor was – Aiden Pleterski or AP Private Equity Limited. Rob recognized that creditors of the Aiden Pleterski estate would be worse off under consolidation but there was no easy way to determine who was an Aiden Pleterski creditor and who was an AP Private Equity Limited creditor. All inspectors agreed in favour of consolidation of the two bankruptcy estates.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]


meeting ended at 11:09AM.





Mr. Rob Stelzer






Inspector Agreement

_____ Sacha Singh	_____ Stewart Wilson
_____ Braden Martyniuk	 _____ Akil Heywood
_____ Alice Chornenka	




Mr. Rob Stelzer


Inspector Agreement

 Sacha Singh	 Stewart Wilson
 Braden Martyniuk	 Akil Heywood
 Alice Chornenka	




Mr. Rob Stelzer

Inspector Agreement


Sacha Singh


Braden Martyniuk

Alice Chornenka


Stewart Wilson

Akil Heywood




Mr. Rob Stelzer

Inspector Agreement


Sacha Singh

Braden Martyniuk

Alice Chornenka






Stewart Wilson

Akil Heywood




Mr. Rob Stelzer

Inspector Agreement

 Sacha Singh	 Stewart Wilson
 Braden Martyniuk	 Akil Heywood
 Alice Chomenka	

Appendix “K”



District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208581-OT-31 31-2856381 (AP Private Equity Limited)
Court No. BK-22-00208582-O-T31 31-2856382 (Aiden Pleterski)

Grant Thornton Limited
11th Floor
200 King Street West, Box 11
Toronto, ON
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IN THE MATTER OF THE BANKRUPTCY OF
Aiden Pleterski &
AP Private Equity Limited

INSPECTOR MINUTES (4th MEETING)

LOCATION

Date: September 13, 2022

Time: 11:00 AM

Location: Offices of Grant Thornton Limited
200 King Street West, 11th Floor
Toronto, ON M5H 3T4

ATTENDANCE

- Rob Stelzer (GTL)
- Jesse Cooper (GTL)
- Paul Kouadio (GTL)
- Braden Martyniuk (inspector)
- Sacha Singh (inspector)
- Akil Heywood (inspector)
- Alice Chornenka (inspector)
- Stewart Wilson (inspector)

GENERAL

Rob Stelzer called the meeting to order.

DISCUSSIONS



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Costs

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A discussion took place. The inspectors agreed to the payment of 50% of Sacha's costs of \$194,264.74 subject to the following conditions:

- All documents, transcripts, information obtained, etc. be provided by Sacha and Tanya Walker – everything must be shared;
- The Trustee must be comfortable that no information is outstanding; and,
- The Trustee must receive Court approval for the payment.

There being no further business the meeting was ended at 12:00 PM.

Chairperson



Mr. Rob Stelzer

Inspector Agreement




<u>Braden Martyniuk</u>	<u>Akil Heywood</u>
<u>Alice Chornenka</u> Alice Chornenka	

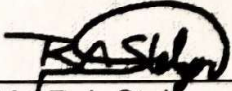
<hr/> Braden Martyniuk	 <hr/> Akil Heywood
<hr/> Alice Chornenka	


Mr. Rob Stelzer


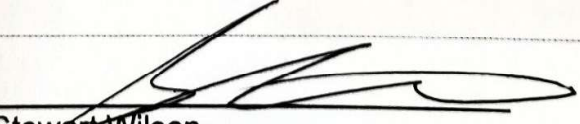
Inspector Agreement


Sacha Singh

Stewart Wilson


Mr. Rob Stelzer

Inspector Agreement

 Sacha Singh	 Stewart Wilson
---	--

 _____ Braden Martyniuk	_____ Akil Heywood
_____ Alice Chornenka	

Appendix “L”

September 1, 2022

VIA EMAIL

Shapiro Real Estate and Business Lawyers
333 Sheppard Ave East, Suite 201
Toronto, ON M2N 3B3

Attention: Garry Shapiro

Dear Mr. Shapiro,

Re: Preservation Notice

As you are aware, we are counsel to Grant Thornton Limited, in its capacity as Trustee in Bankruptcy of Aiden Pletersky and AP Private Equity Limited.

As such, we would like to request that you promptly ensure that documents in your possession, power, and control are preserved. This extends to all types of documents, whether they are in paper form or are electronically stored, and further includes any form of communication. Such steps may include:

- (a) ensuring that relevant documents (including electronically stored information) are not destroyed, lost, or relinquished to others, either intentionally or inadvertently such as through the implementation of an ordinary course document retention/destruction policy;
- (b) ensuring that relevant documents are not modified;
- (c) ensuring that relevant metadata, in the case of electronically stored information, is properly preserved; and
- (d) ensuring that relevant documents remain accessible.

This also includes the preservation of documents stored on behalf of yourself by third parties (such as banks, professionals (*e.g.*, accountants or lawyers), insurers, third party service providers, affiliated companies, data warehouses or internet service providers). In the case of electronically stored information, please ensure that relevant data is preserved intact and unmodified in its original electronic form.

We are also specifically concerned about certain classes of records that may be destroyed or disposed of, inadvertently or otherwise, in the short term, such as emails, agreements and notes as well as

informal modes of communication either by text message or on messaging apps like WhatsApp and Microsoft Teams. Please take immediate steps to ensure that these classes of documents are preserved.

We will be relying upon this letter in court to evidence our request and notification of your preservation obligations.

We thank you in advance for your anticipated co-operation.

Yours truly,

Thornton Grout Finnigan LLP

A handwritten signature in black ink, appearing to read 'Leanne M. Williams', written over a series of faint, overlapping horizontal lines.

Leanne M. Williams

Appendix “M”

October 12, 2022

VIA EMAIL

Shapiro Real Estate and Business Lawyers
333 Sheppard Ave East, Suite 201
Toronto, ON M2N 3B3

Attention: Garry Shapiro

Dear Counsel:

Re: The Bankruptcies of Aiden Pleterski and AP Private Equity Limited

As you know, we are counsel to Grant Thornton Limited, in its capacity as the Trustee in Bankruptcy (the “**Trustee**”) of both Aiden Pleterski and AP Private Equity Limited (collectively, the “**Bankrupts**”). As you may also be aware, there has been a *prima facie* finding of fraud against the Bankrupts in the Mareva proceedings that preceded the bankruptcies.

We refer to the preservation notice delivered to you dated September 1, 2022 and your response on that same date indicating that you were unaware of having any documents relating to the Bankrupts. During the Trustee’s investigation, including a review of the Bankrupts’ phone, the enclosed agreement relating to 5126 Lakeshore Road, Burlington (the “**Property**”) and three (3) bank drafts payable to you personally, in trust were uncovered. It is unfortunate that these documents were not previously provided to the Trustee saving the Bankrupts’ investors time and resources.

Pursuant to section 164(1) of the *Bankruptcy and Insolvency Act* (Canada), the Trustee requires that you deliver up any and all documents, including but not limited to any communications, relating to the Property or the transaction described in the attached documents.

Time is of the essence in the administration of this matter. We request that the documents be provided at your earliest possible convenience and **by no later than October 21, 2022.**

Regards,

Yours truly,
Thornton Grout Finnigan LLP



Leanne M. Williams
cc: Robert Stelzer (Trustee), Grant Thornton Limited

0005525-3

1500414 05/20

Registered trademark of The Bank of Nova Scotia

Scotiabank

BROOKLIN TOWNE CENTRE, BROOKLIN, ONTARIO
3 WINCHESTER ROAD E.
BROOKLIN, ONTARIO L1M 2J7

SOLD TO _____

ADDRESS _____

516775

DATE 2 0 2 1 0 3 0 5
Y Y Y Y M M D D

CANADIAN DOLLARS

\$ 100,000.00

PAY TO ORDER OF GARY SHIRO IN TRUST

COMMISSION

SUM OF EXACTLY 100,000 DOLLARS ***** 00/100

TOTAL

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

AUTH NO.

THE BANK OF NOVA SCOTIA

AUTH NO.

AUTHORIZED OFFICER

AUTHORIZED OFFICER

DETACH AND RETAIN: IN THE EVENT OF THE LOSS OF THE CORRESPONDING
DRAFT, REFER TO THE CONDITIONS NOTED ON THE REVERSE.

CUSTOMER RECEIPT

NOT NEGOTIABLE

Scotiabank.

CANADIAN DOLLAR DRAFT

516769

BROOKLIN TOWNE CENTRE, BROOKLIN, ONTARIO
3 WINCHESTER ROAD E.
BROOKLIN, ONTARIO L1M 2J7

DATE 2021 03 09

PAY TO ORDER OF GARRY SHAPIRO IN TRUST

\$ 400,000.00

SUM OF EXACTLY 400,000 DOLLARS ***** 00/100

CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

AUTH NO
10529

THE BANK OF NOVA SCOTIA

AUTH NO

AUTHORIZED OFFICER

⑈516769⑈ ⑆38562002⑆ 00000⑈43 37846⑈

Scotiabank.

CANADIAN DOLLAR DRAFT

572876

180 TAUNTON ROAD WEST
WHITBY ON L1R 3H8

DATE 2021 03 10

PAY TO ORDER OF GARRY SHAPIRO IN TRUST

\$ 42,174.16

SUM OF EXACTLY 42,174 DOLLARS ***** 16/100

CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

AUTH NO
10529

THE BANK OF NOVA SCOTIA

AUTH NO

AUTHORIZED OFFICER

⑈572876⑈ ⑆38562002⑆ 00000⑈43 35212⑈

Received
Mayer March 10
2021

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 LAKE SHORE 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)

(the "property")

8,490,000

8,495,000.00

PURCHASE PRICE:

Dollars (CDN\$)

Eight Million Four Hundred Ninety 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: B, C AND D attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Seller until 11:59 on the 5
(Seller/Buyer) (a.m./p.m.)

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):

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: CLAVEROCARLOS23@GMAIL.COM.....
(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):





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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:

(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
	9056360045
	(Tel.No.)
Carlos Clavero Pinto	
(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage	CARLOS CLAVERO PINTO
	9056360045
	(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
(Tel. No.)

Address for Service
(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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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

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 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 initiated by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

ap

INITIALS OF SELLER(S):

[Signature]

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

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.

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

ap 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 ~~ret~~ 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 initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): *ap*

INITIALS OF SELLER(S): *z*

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] [Stamp]

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]



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**Agreement to Lease To Own
Residential**

Schedule "C"

ap

This Agreement to Lease (Agreement) dated this 4th day of March, 2021

TENANT: 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.

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):

ap




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~~

ap 

9. SCHEDULES: The schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: Schedule(s) A~~BAND X~~

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.

(Landlord/Tenant) (a.m./p.m.)

ap 

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: claverocarlos23@gmail.com (For delivery of Documents to Landlord) Email Address: claverocarlos23@gmail.com (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): 

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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

ep

(Witness)

(Tenant or Authorized Representative) AIDEN ALJOZ PLETORSKI

(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) 1223408 ONTARIO LIMITED

(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

(905) 636-0045

(Tel.No.)

Carlos Clavero Pinto & Christina Clavero

(Salesperson/Broker/Broker of Record Name)

Co-op/Tenant Brokerage

The Agency

(905) 636-0045

(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) 1223408 ONTARIO LIMITED

(Date)

(Tenant) AIDEN ALJOZ PLETORSKI

(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 One Signed by 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)

Appendix “N”

Cooper, Jesse

From: Dragan Pleterski <pleterskid@gmail.com>
Sent: August 22, 2022 3:23 PM
To: Stelzer, Rob
Subject: Re: BMW M8

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

That is confirmed.

Dragan Pleterski

On Mon., Aug. 22, 2022, 2:39 p.m. Stelzer, Rob, <Rob.Stelzer@ca.gt.com> wrote:

Thanks Dragan. Can you please confirm that you have no objection to us taking possession of the BMW M8 and treating it as Aiden's property notwithstanding that the car is technically registered in your name.

From: Dragan Pleterski <pleterskid@gmail.com>
Sent: Monday, August 22, 2022 2:31 PM
To: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Subject: Re: BMW M8

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Rob

As I've mentioned before, the M8 has never been in my possession, nor was I the one that paid for it. It was put in my name for insurance purposes.

The current whereabouts of the vehicle are not known to me, nor do I have a copy of the ownership.

If you are seeking knowledge or information on the vehicle, any interested party is free to discuss matters with you, as they see fit.

Dragan Pleterski.

On Mon., Aug. 22, 2022, 10:34 a.m. Stelzer, Rob, <Rob.Stelzer@ca.gt.com> wrote:

Aiden & Dragan,

Please send a copy of the ownership for the BMW M8.

Thanks,

Rob

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

Grant Thornton Limited

11th Floor | 200 King Street West | Toronto | ON | M5H 3T4

T +1 416 607 8849 | **F** +1 416 360 4949

E Rob.Stelzer@ca.gt.com | **W** <http://www.grantthornton.ca/>

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TAB 3

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)	FRIDAY, THE 28TH
BARBARA A. CONWAY)	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 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 ► sworn October 21, 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.

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 all of the Mareva Examination Documents, the Trustee is directed to pay \$97,132.37 to the Mareva Plaintiffs in respect of their legal costs incurred in the Mareva Proceedings.

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 EQUITY⁵ LIMITED, of the Town of Whitby, in the Province of Ontario
AND IN 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

TAB 4

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE JUSTICE)	FRIDAY, THE 28TH
BARBARA A. CONWAY)	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

INFORMATION PROVISION AND PROPERTY TRANSFER 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 and Aiden Pleterski (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 ► sworn October 21, 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.

INFORMATION PROVISION

2. **THIS COURT ORDERS** that notwithstanding any disclosures that may include “personal information” about third parties as defined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended (“**PIPEDA**”):

- (a) The Toronto-Dominion Bank (“**TD Bank**”) is hereby ordered to search for and produce to the Trustee the information requested in **Schedule “A”** hereto that it is able to locate acting reasonably and having regard to the limitations of its retention and storage policies and practices;
- (b) The Bank of Nova Scotia (“**BNS**”) is hereby ordered to forthwith search for and produce to the Trustee the information requested in **Schedule “B”** hereto and any relevant material associated with it that it is able to locate acting reasonably and having regard to the limitations of its retention and storage policies and practices; and
- (c) Royal Bank of Canada (“**RBC**” and together with TD Bank and BNS, the “**Enumerated Banks**”) is hereby ordered to forthwith search for and produce to the Trustee the information requested in **Schedule “C”** hereto and any relevant material associated with it that it is able to locate acting reasonably and having regard to the limitations of its retention and storage policies and practices;

(all such information and relevant material collectively, the “**Requested Information**”).

3. **THIS COURT ORDERS** that notwithstanding any disclosures that may include “personal information” about third parties as defined in the PIPEDA, each of the Enumerated Banks and any and all other banks and financial institutions (collectively, the “**Banks**”) are hereby ordered to

search for and produce to the Trustee, upon request of the Trustee, any and all relevant account opening documents and account statements that the Trustee requests that such Bank is able to locate acting reasonably and having regard to the limitations of its retention and storage policies and practices, for any bank accounts (collectively, the “**Accounts**”) which may exist and may be: (i) maintained by the Bankrupts; (ii) maintained by the Bankrupts jointly with others; or (iii) held in the name of the Bankrupts and over which the Bankrupts have signing authority (collectively, the “**Accounts Information**”).

4. **THIS COURT ORDERS** that upon receipt of the Accounts Information, the Trustee may further request from any of the Banks and such Banks are hereby ordered to search for and produce, notwithstanding any disclosures regarding “personal information” about third parties as defined in PIPEDA, copies of cancelled cheques, deposit slips and other records, details of the recipient or payee related to any transaction, and any and all other information that the Trustee requests that is in the spirit of this Order, which they are able to locate acting reasonably and having regard to the limitations of their individual retention and storage policies and practices, for transactions identified by the Trustee relating to the Accounts, which are not already covered by paragraph 2 of this Order, and which are reasonably required to permit the Trustee to continue its investigation into the business and affairs of the Bankrupts.

5. **THIS COURT ORDERS** the Trustee shall compensate the Banks for compliance with this Order at their usual applicable disbursement rates for searching and producing records of the type required by the Trustee.

6. **THIS COURT ORDERS** that the Trustee shall be permitted to use the Requested Information and the Accounts Information obtained pursuant to this Order for the purpose of investigating the business and affairs of the Bankrupts pursuant to the BIA and pursuing legal proceedings to recover any undisclosed assets or reviewable payments made by the Bankrupts to others for the general benefit of the creditors of the estates of the Bankrupts.

7. **THIS COURT FURTHER ORDERS** that the Trustee shall be permitted to apply to this Court for such further relief as may be appropriate including, without limitation, such further

orders that are required to trace, freeze, and recover any undisclosed assets of the Bankrupts for the general benefit of the creditors of the estates of the Bankrupts.

PROPERTY TRANSFER

8. **THIS COURT ORDERS** that, notwithstanding the Mareva Injunction granted by Justice Sutherland of the Ontario Superior Court of Justice by Order dated July 7, 2022 (the “**Mareva Order**”), each of the Banks and any other financial institution having possession or control over any of the property of the Bankrupts shall transfer any and all such property of the Bankrupts in its possession or control to the Trustee. In order to comply with this provision, the Banks may sell and liquidate any securities held in such accounts and transfer the net proceeds after any ordinary transaction costs to the Trustee. For greater certainty:

- (a) in the event of any conflict as between the terms of this Order and the Mareva Order, the terms of this Order shall govern; and
- (b) this Order is deemed to constitute a formal amendment of the Mareva Order effective, *nunc pro tunc*, on the date of the making of the bankruptcy order.

9. **THIS COURT ORDERS** that, notwithstanding the Mareva Order, each of the Banks shall deliver to the Trustee any and all contents of any safety deposit boxes held by the Bankrupts with the Banks, following which the Banks may close any such safety deposit boxes and whereupon they shall have no further obligation with respect to such safety deposit boxes and any prior contents thereof

GENERAL

10. **THIS COURT ORDERS** that the Trustee is hereby authorized to present this Order to any other financial institution it may identify as potentially holding any property or accounts of the Bankrupts and said financial institution will comply with the provisions of this Order and assist the Trustee on the same terms as apply to the Banks set out herein.

11. **THIS COURT ORDERS** that the Trustee shall 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.

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any other Canadian and foreign court, tribunal, regulatory or administrative body ("**Judicial Bodies**") to give effect to this Order and to assist the Trustee and its respective agents in carrying out the terms of this Order. All Judicial Bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee as may be necessary or desirable to give effect to this Order or to assist the Trustee and its respective agents in carrying out the terms of this Order.

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

Schedule "A"

TD Bank - Requested Information

Questions relating to the 6558549 account in the name of Aiden Alojz Pleterski

Who or what account transferred the money in the below transactions?

Date	Description	Type	Amount
18-Oct-21	GC 1833 - Transfer	GC	50,000
20-Oct-21	GC 1807 - Transfer	GC	1,300,000
22-Oct-21	GC 1802 - Transfer	GC	700,000
05-Nov-21	GC 1790 - Transfer	GC	50,000
05-Nov-21	GC 1807 - Transfer	GC	500,000
08-Nov-21	GC 3203 - Transfer	GC	20,000
22-Nov-21	GC 1807 - Transfer	GC	300,000
06-Dec-21	GC 3203 - Transfer	GC	100,000
13-Dec-21	GC 2117 - Transfer	GC	50,000

Bank drafts to be searched for and produced pursuant to paragraph 2(a) of the Order

Date	Description	Type	Amount
22-Oct-21	CAD Draft 02506839	Draft	(20,000)
27-Oct-21	CAD Draft 02506913	Draft	(500,000)
05-Nov-21	CAD Draft 02507015	Draft	(48,974)
09-Nov-21	CAD Draft 02507056	Draft	(349,282)
23-Nov-21	CAD Draft 02507220	Draft	(70,000)
13-Dec-21	CAD Draft 02507489	Draft	(80,000)
14-Dec-21	CAD Draft 02507491	Draft	(100,000)
14-Dec-21	CAD Draft 02507492	Draft	(200,000)
14-Dec-21	CAD Draft 02507495	Draft	(250,000)
13-Jan-22	CAD Draft 02457126	Draft	(157,630)
17-May-22	CAD Draft 03227026	Draft	(7,000)
24-May-22	CAD Draft 03227083	Draft	(15,000)
23-Jun-22	CAD Draft 04355232	Draft	(50,850)

Identify the transferee and the transferee account number

Date	Description	Type	Amount
05-Nov-21	Transfer	Transfer	(315,000)
08-Nov-21	Transfer	Transfer	(50,000)
10-Nov-21	Transfer	Transfer	(100,000)
12-Nov-22	Transfer	Transfer	(140,000)

12-Nov-21	Transfer	Transfer	(20,000)
15-Nov-21	Transfer	Transfer	(100,100)
19-Nov-21	Transfer	Transfer	(700,000)
22-Nov-21	Transfer	Transfer	(21,000)
22-Nov-21	Transfer	Transfer	(57,000)
26-Nov-21	Transfer	Transfer	(30,000)
26-Nov-21	Transfer	Transfer	(25,000)
30-Nov-21	WW372 TFR-To	5103H8A	(150,000)
06-Dec-21	Transfer	Transfer	(90,000)
10-Dec-21	Transfer	Transfer	(110,000)
21-Dec-21	Transfer	Transfer	(60,000)
30-Dec-21	Transfer	Transfer	(70,000)
05-Jan-22	Transfer	Transfer	90,000
05-Jan-22	Transfer	Transfer	(100,000)
05-Jan-22	Transfer	Transfer	(70,000)
18-Jan-22	Transfer	Transfer	(100,000)
28-Feb-22	Transfer	Transfer	(60,000)
16-May-22	Transfer	Transfer	(20,000)
19-May-22	Transfer	Transfer	(10,000)
26-May-22	Transfer	Transfer	(10,000)
15-Jun-22	Transfer	Transfer	10,000
27-Jun-22	Transfer	Transfer	(7,300)

Identify the recipients of the below e-transfers

Date	Description	Type	Amount
04-Jan-22	Send E-Transfer ***VZP	E Trns	(1,000)
10-Jan-22	send E-Transfer ***zgt	E Trns	(3,000)
12-Jan-22	send E-Transfer ***fjs	E Trns	(3,000)
14-Jan-22	Send E-Transfer ***jj9	E Trns	(3,000)
28-Jan-22	Send E-Tfr ***hBN	E Trns	(3,000)
31-Jan-22	Send E-tfr ***d5D	E Trns	(3,000)
14-Feb-22	Send E-tfr ***eXY	E Trns	(3,000)
22-Feb-22	Send E-tfr **Fyt	E Trns	(2,000)
08-Mar-22	Send E-tfr ***zYZ	E Trns	(3,000)
12-Mar-22	et 64d	E Trns	(2,000)
14-Mar-22	et tyr	E Trns	(3,000)
15-Mar-22	et Dkd	E Trns	(3,000)
28-Mar-22	et d4a	E Trns	(500)
28-Mar-22	et v2w	E Trns	(2,000)
28-Mar-22	et 9dV	E Trns	(3,000)
11-May-22	et YY3	E Trns	(3,000)
16-May-22	et UQ6	E Trns	(3,000)
16-May-22	et MFG	E Trns	(3,000)
18-May-22	et 5g5	E Trns	(3,000)

24-May-22	et mx4 E Trns	(2,800)
25-May-22	et wpy E Trns	(2,000)
26-May-22	et U2Y E Trns	(1,000)
26-May-22	et wnz E Trns	(2,000)
15-Jun-22	et 6TQ E Trns	(3,000)
27-Jun-22	et 7BK E Trns	(3,000)
07-Jul-22	et Ecb E Trns	(3,000)

Identify the recipients of the below e-transfers

Date	Description	Type	Amount
22-Oct-21	Wire to Customer	Wire	(70,000)
23-Nov-21	Wire to Customer	Wire	(24,729)
14-Mar-22	Wire to Customer	Wire	(24,729)
16-May-22	Wire to Customer	Wire	(45,874)
18-May-22	Wire to Customer	Wire	(50,083)
24-May-22	Wire to Customer	Wire	(21,958)
06-Jul-22	Wire to Customer	Wire	(14,050)

Please confirm if the deposits individually exceeding \$2,500 made into this account were cash or bank drafts. If possible, identify which deposits were cash deposits

Identify who the below payment made to on August 25, 2022

- 25-Aug-22 To VSA (6,844)

Questions relating to the 6562554 account in the name of Aiden Alojz Pleterski

Identify if these were cash deposits or bank drafts

Date	Transaction Description	Deposit Amount	Balance
08-30-2021	DEPOSIT	\$50,000.00	\$51,000.00
11-05-2021	DEPOSIT	\$30,000.00	\$86,009.14

Identify the recipients of the below e-transfers

Date	Transaction Description	Withdrawal Amount	Balance
01-05-2022	TRANSFER Transfer	\$90,000.00	\$23.41
03-29-2022	SEND E-TFR ***MY7 ET	\$3,000.00	\$3,019.40
04-06-2022	SEND E-TFR ***V9c ET	\$500.00	\$2,513.40
04-11-2022	SEND E-TFR ***JQr ET	\$3,000.00	\$512.40
06-20-2022	SEND E-TFR ***kTB ET	\$500.00	\$527.07
06-20-2022	SEND E-TFR ***qUM ET	\$100.00	\$426.07

Questions relating to the 5244229 account in the name of AP Private Equity Limited

Identify the transferee and the transferee account number for each of the below

Date	Transaction Description	Withdrawal Amount	Deposit Amount
01-24-2022	GC 3964-TRANSFER		\$15,000.00
01-24-2022	GC 0093-TRANSFER		\$100,000.00
01-24-2022	GC 0251-DEPOSIT		\$10,000.00
02-14-2022	GC 2117-TRANSFER		\$20,000.00
03-14-2022	GC 2117-TRANSFER		\$15,000.00
03-16-2022	GC 0241-TRANSFER		\$50,000.00
05-18-2022	GC 1807-TRANSFER		\$100,000.00

Identify the recipient for each of the below

Date	Transaction Description	Type	Withdrawal Amount	Deposit Amount	Balance
02-15-2022	TRANSFER	Transfer	\$50,000.00		\$94,915.32
02-16-2022	CAD DRAFT 03225878	Draft	\$20,009.95		\$74,905.37
02-16-2022	TRANSFER	Transfer	\$50,000.00		\$24,905.37
03-24-2022	CAD DRAFT 03226320	Draft	\$48,572.45		\$41,207.92
03-29-2022	CAD DRAFT 03226388	Draft	\$40,009.95		\$1,197.97
04-08-2022	TRANSFER	Transfer	\$10,000.00		\$121,072.97
04-11-2022	CAD DRAFT 03669814	Draft	\$50,009.95		\$121,063.02
04-12-2022	TRANSFER	Transfer	\$50,000.00		\$271,063.02
04-13-2022	SEND E-TFR ***jxP	ET	\$3,000.00		\$518,063.02
04-14-2022	TRANSFER	Transfer	\$95,200.00		\$672,863.02
04-19-2022	TRANSFER	Transfer	\$10,000.00		\$662,863.02
04-20-2022	CAD DRAFT 03226660	Draft	\$250,009.95		\$412,853.07
04-20-2022	WIRE TO CUSTOMER	Wire	\$40,050.00		\$372,803.07
04-20-2022	SEND E-TFR ***94W	ET	\$3,000.00		\$369,803.07
04-21-2022	CAD DRAFT 03226687	Draft	\$50,009.95		\$319,793.12
04-21-2022	WIRE TO CUSTOMER	Wire	\$160,050.00		\$159,743.12

Date	Transaction Description	Type	Withdrawal Amount	Deposit Amount	Balance
04-22-2022	TRANSFER	Transfer	\$10,000.00		\$149,743.12
04-27-2022	SEND E-TFR ***DWN	ET	\$1,300.00		\$148,443.12
04-27-2022	CAD DRAFT 03226781	Draft	\$20,009.95		\$128,433.17
04-27-2022	CAD DRAFT 03226782	Draft	\$20,009.95		\$108,423.22
04-27-2022	TRANSFER	Transfer	\$40,000.00		\$68,423.22
04-29-2022	CAD DRAFT 03226824	Draft	\$30,009.95		\$38,413.27
04-29-2022	CAD DRAFT 03226825	Draft	\$25,009.95		\$13,403.32
05-04-2022	SEND E-TFR ***jU9	ET	\$3,000.00		\$10,278.32
05-12-2022	SEND E-TFR ***D86	ET	\$3,000.00		\$7,278.32
05-16-2022	SEND E-TFR ***jMr	ET	\$3,000.00		\$4,278.32
05-17-2022	SEND E-TFR ***8PD	ET	\$3,000.00		\$1,278.32
05-20-2022	SEND E-TFR ***tuF	ET	\$2,500.00		\$98,778.32
05-25-2022	WIRE TO CUSTOMER	Wire	\$40,673.50		\$78,104.82
05-26-2022	WIRE TO CUSTOMER	Wire	\$51,801.94		\$26,302.88
05-30-2022	SEND E-TFR ***53K	ET	\$1,000.00		\$25,302.88
05-30-2022	SEND E-TFR ***hyP	ET	\$3,000.00		\$22,302.88
06-03-2022	TRANSFER	Transfer	\$10,000.00		\$112,160.38
06-03-2022	TRANSFER	Transfer	\$10,000.00		\$102,160.38
06-06-2022	WIRE TO CUSTOMER	Wire	\$16,716.00		\$85,444.38
06-06-2022	CAD DRAFT 04355018	Draft	\$8,342.95		\$77,101.43
06-06-2022	TRANSFER	Transfer	\$3,000.00		\$74,101.43
06-07-2022	CAD DRAFT 04355034	Draft	\$10,009.95		\$64,091.48
06-07-2022	TRANSFER	Transfer	\$4,400.00		\$59,691.48
06-09-2022	WIRE TO CUSTOMER	Wire	\$42,275.28		\$17,416.20
06-13-2022	GC 3849-TRANSFER	Outgoing GC	\$10,000.00		\$7,416.20
06-15-2022	TRANSFER	Transfer	\$10,000.00		\$97,416.20
06-15-2022	SEND E-TFR ***tWj	ET	\$3,000.00		\$94,416.20
06-17-2022	SEND E-TFR ***25T	ET	\$3,000.00		\$91,416.20
06-17-2022	SEND E-TFR ***6Rw	ET	\$3,000.00		\$88,416.20
06-17-2022	TRANSFER	Transfer	\$10,000.00		\$78,416.20

Date	Transaction Description	Type	Withdrawal Amount	Deposit Amount	Balance
06-20-2022	SEND E-TFR ***MDN	ET	\$3,000.00		\$75,416.20
06-20-2022	GC 1890-TRANSFER	Outgoing GC	\$10,000.00		\$65,416.20
06-20-2022	SEND E-TFR ***ssx	ET	\$904.00		\$59,512.20
06-20-2022	WIRE TO CUSTOMER	Wire	\$50,000.00		\$9,512.20
06-27-2022	SEND E-TFR ***PGM	ET	\$130.00		\$9,332.20
06-28-2022	SEND E-TFR ***2zE	ET	\$2,000.00		\$7,332.20
06-30-2022	SEND E-TFR ***Agh	ET	\$988.75		\$6,343.45
07-04-2022	SEND E-TFR ***Dvu	ET	\$1,200.00		\$5,018.45
07-05-2022	WIRE TO CUSTOMER	Wire	\$35,791.90		\$64,492.71
07-05-2022	WIRE TO CUSTOMER	Wire	\$39,376.83		\$25,115.88
07-05-2022	SEND E-TFR ***89A	ET	\$1,700.00		\$23,415.88
07-06-2022	CAD DRAFT 04355379	Draft	\$16,675.95		\$6,739.93
07-07-2022	SEND E-TFR ***5yB	ET	\$3,000.00		\$3,739.93

Schedule “B”

BNS - Requested Information

Please provide all bank statements in respect of any accounts held by the Bankrupts with BNS, including the August 2022 statements

Please answer the following in respect of the transactions listed further below:

- What are the “Shareowner Investments” transactions?
- What are the “MB-Transfers” with “CTD” as the “Ite” description?
- Who was the recipient of funds for the below list of transactions, including bank drafts, wire transfers, CTD MB-Transfers, and others?

	Date	Description	Type	Amount
o	13-Feb-21	Draft Purchase	Draft	(100,380)
o	22-Feb-21	Draft Purchase	Draft	(200,000)
o	24-Feb-21	Draft Purchase	Draft	(356,600)
o	05-Mar-21	Draft Purchase	Draft	(100,000)
o	09-Mar-21	Wire Transfer	Wire	(50,002)
o	09-Mar-21	Draft Purchase	Draft	(400,000)
o	10-Mar-21	Draft Purchase	Draft	(42,174)
o	17-Mar-21	Draft Purchase	Draft	(100,000)
o	20-Mar-21	Draft Purchase	Draft	(49,700)
o	06-Apr-21	Draft Purchase	Draft	(25,000)
o	22-Apr-21	MB-Transfer	CTD	(50,035)
o	12-May-21	Draft Purchase	Draft	(271,215)
o	13-May-21	Draft Purchase	Draft	(109,803)
o	14-May-21	Wire Transfer	Wire	(50,000)
o	17-May-21	Wire Transfer	Wire	(314,840)
o	28-May-21	Draft Purchase	Draft	(113,143)
o	03-Jun-21	Draft Purchase	Draft	(115,000)
o	03-Jun-21	MB-Transfer	CTD	(300,000)
o	21-Jun-21	MB-Transfer	CTD	(95,000)
o	21-Jun-21	MB-Transfer	CTD	(80,000)
o	21-Jun-21	MB-Transfer	CTD	(85,000)
o	28-Jun-21	MB-Transfer	CTD	(90,500)
o	29-Jun-21	MB-Transfer	CTD	(50,000)
o	05-Jul-21	MB-Transfer	CTD	(100,000)
o	05-Jul-21	MB-Transfer	CTD	(100,000)
o	05-Jul-21	MB-Transfer	CTD	(100,000)
o	05-Jul-21	MB-Transfer	CTD	(80,000)

○	08-Jul-21	MB-Transfer	CTD	(90,000)
○	08-Jul-21	MB-Transfer	CTD	(90,000)
○	19-Jul-21	Draft Purchase	Draft	(32,000)
○	19-Jul-21	Draft Purchase	Draft	(1,000,100)
○	19-Jul-21	Draft Purchase	Draft	(40,000)
○	19-Jul-21	Draft Purchase	Draft	(19,009)
○	19-Jul-21	Draft Purchase	Draft	(26,500)
○	23-Jul-21	MB-Transfer	CTD	(100,000)
○	23-Jul-21	MB-Transfer	CTD	(100,000)
○	23-Jul-21	MB-Transfer	CTD	(100,000)
○	24-Jul-21	Wire Transfer	Wire	(20,000)
○	26-Jul-21	Draft Purchase	Draft	(30,000)
○	07-Aug-21	Draft Purchase	Draft	(100,000)
○	07-Aug-21	Draft Purchase	Draft	(100,000)
○	07-Aug-21	Draft Purchase	Draft	(100,000)
○	11-Aug-21	MB-Transfer	CTD	(10,000)
○	14-Aug-21	MB-Transfer	CTD	(70,000)
○	16-Aug-21	MB-Transfer	CTD	(70,000)
○	16-Aug-21	Draft Purchase	Draft	(60,000)
○	16-Aug-21	Draft Purchase	Draft	(12,327)
○	19-Aug-21	Wire Transfer	Wire	(333,248)
○	19-Aug-21	Debit Memo	Memo	(55,000)
○	23-Aug-21	MB-Transfer	CTD	(100,000)
○	23-Aug-21	MB-Transfer	CTD	(100,000)
○	24-Aug-21	Draft Purchase	Draft	(168,390)
○	25-Aug-21	MB-Transfer	CTD	(100,000)
○	26-Aug-21	MB-Transfer	CTD	(60,000)
○	03-Sep-21	Draft Purchase	Draft	(28,665)
○	10-Sep-21	BPY - Landart	BPY	(75,000)
○	13-Sep-21	Draft Purchase	Draft	(203,511)
○	13-Sep-21	Draft Purchase	Draft	(70,000)
○	13-Sep-21	Wire Transfer	Wire	(200,000)
○	14-Sep-21	Draft Purchase	Draft	(200,000)
○	17-Sep-21	MB-Transfer	CTD	(100,000)
○	20-Sep-21	Wire Transfer	Wire	(100,000)
○	20-Sep-21	Draft Purchase	Draft	(100,000)
○	21-Sep-21	Draft Purchase	Draft	(278,475)
○	22-Sep-21	MB-Transfer	CTD	(37,710)
○	23-Sep-21	Draft Purchase	Draft	(168,074)
○	24-Sep-21	Draft Purchase	Draft	(80,000)
○	27-Sep-21	Draft Purchase	Draft	(28,000)
○	28-Sep-21	Wire Transfer	Wire	(63,910)
○	01-Oct-21	MB-Transfer	CTD	(9,000)
○	01-Oct-21	MB-Transfer	CTD	(10,000)
○	01-Oct-21	MB-Transfer	CTD	(100,000)
○	01-Oct-21	MB-Transfer	CTD	(10,000)

○ 01-Oct-21	MB-Transfer	CTD	(40,000)
○ 07-Oct-21	Draft Purchase	Draft	(42,700)
○ 12-Oct-21	Wire Transfer	Wire	(65,560)
○ 12-Oct-21	Transfer	Transfer	(70,000)
○ 12-Oct-21	MB-Transfer	CTD	(125,000)
○ 13-Oct-21	Draft Purchase	Draft	(33,513)
○ 13-Oct-21	Wire Transfer	Wire	(100,000)
○ 15-Oct-21	Draft Purchase	Draft	(30,000)
○ 19-Oct-21	Draft Purchase	Draft	(40,244)
○ 21-Oct-21	Wire Transfer	Wire	(84,148)
○ 25-Oct-21	MB-Transfer	CTD	(50,000)
○ 26-Oct-21	Draft Purchase	Draft	(24,000)
○ 27-Oct-21	Draft Purchase	Draft	(32,477)
○ 05-Nov-21	Wire Transfer	Wire	(50,000)
○ 05-Nov-21	Draft Purchase	Draft	(31,018)
○ 09-Nov-21	Draft Purchase	Draft	(100,000)
○ 16-Nov-21	Draft Purchase	Draft	(50,000)
○ 16-Nov-21	Draft Purchase	Draft	(50,000)
○ 19-Nov-21	Draft Purchase	Draft	(100,000)
○ 22-Nov-21	MB-Transfer	CTD	(20,000)
○ 24-Nov-21	Draft Purchase	Draft	(53,804)
○ 26-Nov-21	Wire Transfer	Wire	(80,002)
○ 27-Nov-21	Draft Purchase	Draft	(32,000)
○ 27-Nov-21	Transfer	Transfer	(20,000)
○ 30-Nov-21	MB-Transfer	CTD	(82,200)
○ 01-Dec-21	MB-Transfer	CTD	(8,700)
○ 02-Dec-21	MB-Transfer	CTD	(200,000)
○ 03-Dec-21	Draft Purchase	Draft	(21,000)
○ 04-Dec-21	Draft Purchase	Draft	(65,000)
○ 06-Dec-21	Draft Purchase	Draft	(150,000)
○ 06-Dec-21	Draft Purchase	Draft	(55,000)
○ 06-Dec-21	Draft Purchase	Draft	(12,000)
○ 06-Dec-21	Draft Purchase	Draft	(80,000)
○ 08-Dec-21	Draft Purchase	Draft	(80,000)
○ 10-Dec-21	MB-Transfer	CTD	(20,000)
○ 13-Dec-21	Draft Purchase	Draft	(50,000)
○ 13-Dec-21	Draft Purchase	Draft	(25,000)
○ 14-Dec-21	Draft Purchase	Draft	(100,000)
○ 14-Dec-21	Draft Purchase	Draft	(200,000)
○ 20-Dec-21	Draft Purchase	Draft	(60,000)
○ 20-Dec-21	MB-Transfer	CTD	(42,000)
○ 21-Dec-21	Draft Purchase	Draft	(40,000)
○ 21-Dec-21	Draft Purchase	Draft	(80,000)
○ 22-Dec-21	Wire Transfer	Wire	(44,369)
○ 31-Dec-21	Draft Purchase	Draft	(150,000)
○ 31-Dec-21	Draft Purchase	Draft	(165,000)

○	05-Jan-22	Draft Purchase	Draft	(100,000)
○	18-Jan-22	MB-Transfer	CTD	(100,000)
○	18-Jan-22	MB-Transfer	CTD	(50,000)
○	27-Jan-22	MB-Transfer	CTD	(40,000)
○	27-Jan-22	MB-Transfer	CTD	(50,000)
○	27-Jan-22	MB-Transfer	CTD	(30,000)
○	31-Jan-22	MB-Transfer	CTD	(56,000)
○	31-Jan-22	MB-Transfer	CTD	(80,000)
○	02-Feb-22	MB-Transfer	CTD	(42,500)
○	05-Feb-22	Wire Transfer	Wire	(24,679)
○	11-Feb-22	Wire Transfer	Wire	(36,698)
○	15-Feb-22	Wire Transfer	Wire	(72,345)
○	22-Feb-22	MB-Transfer	CTD	(46,000)
○	25-Feb-22	Draft Purchase	Draft	(165,000)
○	25-Feb-22	Draft Purchase	Draft	(80,000)
○	28-Feb-22	Draft Purchase	Draft	(87,095)
○	01-Mar-22	MB-Transfer	CTD	(9,000)
○	01-Mar-22	Draft Purchase	Draft	(50,000)
○	01-Mar-22	MB-Transfer	CTD	(9,000)
○	03-Mar-22	MB-Transfer	CTD	(1,000)
○	03-Mar-22	MB-Transfer	CTD	(400)
○	09-Mar-22	Draft Purchase	Draft	(100,000)
○	31-Mar-22	MB-Transfer	CTD	(70,000)
○	05-Apr-22	Wire Transfer	Wire	(24,679)
○	06-Apr-22	MB-Transfer	CTD	(9,000)
○	06-Apr-22	Wire Transfer	Wire	(8,640)
○	28-Apr-22	Draft Purchase	Draft	(100,500)
○	02-May-22	MB-Transfer	CTD	(9,000)
○	07-May-22	Wire Transfer	Wire	(35,660)

Please identify the recipient of the bank draft for \$95,266.16 from the AP Private Equity account (03392 00327 19)

Schedule "C"
RBC - Requested Information

Please identify the recipients of funds in respect of the following transactions

Date	Description	Withdrawal	Deposit
• 23-Feb-21	BR to BR 2874	120,211	
• 13-Apr-21	BR to BR 2874	49,474	
• 27-Apr-21	BR to BR 2874	14,319	
• 10-May-21	BR to BR 2874	49,474	
• 11-May-21	WWW Transfer	5,000	
• 25-May-21	WWW Transfer	5,000	
• 25-May-21	Loan Payment WWW	10,000	
• 26-May-21	BR to BR 2874	12,250	
• 01-Jun-21	WWW Transfer	50,000	
• 08-Jun-21	3WW161594446330	12,135	
• 11-Jun-21	BR to BR 1718	45,824	
• 14-Jun-21	3WW191631312330	16,085	
• 14-Jun-21	WWW Transfer	20,000	
• 21-Jun-21	WWW Transfer	20,000	
• 23-Jun-21	3WW471741326250	21,250	
• 25-Jun-21	WWW Transfer	25,000	
• 25-Jun-21	WWW Transfer	25,000	
• 05-Jul-21	WWW Transfer	30,000	
• 08-Jul-21	BR to BR 1718		350,000
• 09-Jul-21	3WW781901640580	19,002	
• 12-Jul-21	BR to BR 1718	45,824	
• 13-Jul-21	BR to BR 1718	40,000	
• 19-Jul-21	BR to BR 1291		30,000
• 19-Jul-21	BR to BR 1291		100,000
• 19-Jul-21	Loan Payment WWW	10,000	
• 19-Jul-21	WWW Transfer	25,000	
• 20-Jul-21	BR to BR 1718	50,000	
• 22-Jul-21	WWW Transfer	10,000	
• 27-Jul-21	Debit Memo 1718	11,250	
• 29-Jul-21	WWW Transfer	20,000	
• 06-Aug-21	BR to BR 1718	17,500	
• 09-Aug-21	BR to BR 2402		11,000
• 09-Aug-21	Loan Payment WWW	15,000	
• 10-Aug-21	BR to BR 1718	45,824	
• 13-Aug-21	BR to BR 1718	83,000	
• 19-Aug-21	WWW Transfer	19,000	
• 20-Aug-21	BR to BR 1718		180,000
• 20-Aug-21	BR to BR 1718	15,000	
• 23-Aug-21	BR to BR 2402		11,000
• 24-Aug-21	BR to BR 1718		27,602

• 24-Aug-21	BR to BR	1718	27,602	
• 24-Aug-21	BR to BR	1718	35,126	
• 27-Aug-21	WWW LOAN PAYMENT		18,166	
• 02-Sep-21	WWW TRANSFER		10,000	
• 08-Sep-21	TTBANKNOTES CA			500,000
• 08-Sep-21	TTBANKNOTES CA			340,000
• 08-Sep-21	TTBANKNOTES CA			500,000
• 08-Sep-21	TTBANKNOTES CA			250,000
• 10-Sep-21	BR to BR	1718	45,824	
• 10-Sep-21	BR to BR	1718	200,000	
• 12-Sep-21	WWW TRANSFER		20,000	
• 15-Sep-21	BR to BR	1718	1,629,523	
• 20-Sep-21	BR to BR	1718	115,000	
• 20-Sep-21	BR to BR	1718	75,000	
• 23-Sep-21	WWW TRANSFER		20,000	
• 13-Oct-21	BR to BR	1718	45,824	
• 14-Oct-21	TT BANKNOTES CA			515,000
• 15-Oct-21	TT BANKNOTES CA			100,000
• 18-Oct-21	W33672902208330		14,443	
• 18-Oct-21	WWW TRANSFER		18,947	
• 22-Oct-21	BR to BR	1718	15,000	
• 25-Oct-21	WWW TRANSFER		15,000	
• 25-Oct-21	WWW TRANSFER		10,000	
• 28-Oct-21	3WW353011013480		25,120	
• 28-Oct-21	WWW TRANSFER		20,000	
• 28-Oct-21	WWW TRANSFER		20,000	
• 28-Oct-21	3WW243011011320		18,840	
• 01-Nov-21	3WW553041743050		17,644	
• 02-Nov-21	BR to BR	1718	21,000	
• 10-Nov-21	BR to BR	1718	45,824	
• 17-Nov-21	BR to BR	1718	113,769	
• 25-Nov-21	TT BANKNOTES CA			525,500
• 26-Nov-21	PURCHASE		100,000	
• 06-Dec-21	WWW TRANSFER		50,000	
• 06-Dec-21	WWW TRANSFER		50,000	
• 07-Dec-21	BR to BR	0742	27,559	
• 08-Dec-21	TT BANKNOTES CA			350,000
• 13-Dec-21	BR to BR	1718	45,824	
• 14-Dec-21	BR to BR	0742	250,009	
• 16-Dec-21	WWW TRANSFER		40,000	
• 24-Dec-21	WWW TRANSFER		20,000	
• 06-Jan-22	WWW TRANSFER		20,000	
• 07-Jan-22	3WW240071858270		20,000	
• 10-Jan-22	BR to BR	1718	6,800	
• 10-Jan-22	Debit Memo	1718	5,000	
• 12-Jan-22	BR to BR	1718	45,824	

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•	13-Jan-22	WWW TRANSFER	35,000	
•	17-Jan-22	2106701 ONTARIO	28,350	
•	24-Jan-22	WWW TRANSFER	40,000	
•	02-Feb-22	WWW TRANSFER	10,000	
•	14-Feb-22	WWW TRANSFER	10,000	
•	14-Feb-22	WWW TRANSFER	15,000	
•	14-Feb-22	WWW TRANSFER	10,000	
•	21-Jun-22	BR to BR	1718	35,000

In respect of the above, please explain what the descriptions “TT BANKNOTES CA” and “NO DESC” mean

In respect of the transactions with “NO DESC”, please identify who the money came from

IN THE MATTER OF THE BANKRUPTCY OF AP PRIVATE EQUITY¹⁹ LIMITED, of the Town of Whitby, in the Province of Ontario
AND IN 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

**INFORMATION PROVISION AND PROPERTY
TRANSFER 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 THE MATTER OF THE BANKRUPTCY OF **AP PRIVATE EQUITY LIMITED**, of the Town of Whitby, in the Province of Ontario
AND IN IN THE MATTER OF THE BANKRUPTCY OF **AIDEN PLETERSKI**, of the Town of Whitby, in the Province of Ontario
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ONTARIO
SUPERIOR COURT OF JUSTICE
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Proceedings commenced at Toronto, Ontario

MOTION RECORD
(Returnable on October 28, 2022 at 10:30 a.m.)

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