Court File No. CV-17-11779-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

CRYSTAL WEALTH MANAGEMENT SYSTEM LIMITED, CLAYTON SMITH, CLJ EVEREST LTD., 1150752 ONTARIO LIMITED, CRYSTAL WEALTH MEDIA STRATEGY, CRYSTAL WEALTH MORTGAGE STRATEGY, CRYSTAL ENLIGHTENED RESOURCE & PRECIOUS METALS FUND, CRYSTAL WEALTH MEDICAL STRATEGY, CRYSTAL WEALTH ENLIGHTENED FACTORING STRATEGY, ACM GROWTH FUND, ACM INCOME FUND, BULLION FUND, ABSOLUTE SUSTAINABLE DIVIDEND FUND, ABSOLUTE SUSTAINABLE PROPERTY FUND, CRYSTAL WEALTH ENLIGHTENED HEDGE FUND, CRYSTAL WEALTH INFRASTRUCTURE STRATEGY, CRYSTAL WEALTH CONSCIOUS CAPITAL STRATEGY, CRYSTAL WEALTH RETIREMENT ONE FUND and CHRYSALIS YOGA INC.

Respondents

QUESTIONING PURSUANT TO COURT ORDER OF:

DARCY PAHL

CALGARY, ALBERTA, CANADA

MARCH 21, 2018

VOLUME 1

M. van Zandvoort, Esq. Appeared for Grant Thornton, Receiver

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**(PROCEEDINGS COMMENCED AT 9:00 A.M.)**

**DARCY PAHL**, having been duly affirmed, questioned by Mr. van Zandvoort, testified as follows:

Q MR. van ZANDVOORT: Good morning. Can you state your name for the record, please?
A Darcy Pahl.
Q Is that your full name?
A Darcy Dean Pahl.
Q You were sworn in or affirmed to tell the truth today?
A Affirmed.
Q Your date of birth, Mr. Pahl?

MR. POPOWICH: Now, this examination is with respect to matters which are necessary for the due administration of the bankrupt's estate. I don't understand how personal information of the witnesses would be that. So if we might focus on the questions that go towards what's necessary for the administration of the affairs of the bankrupt.

If there are some reason or personal information, you can tell me, we can chat off the record, but otherwise, counsel, we are going to keep this focused on what's relevant, please.

MR. van ZANDVOORT: Yep. Just so you know, counsel, personal information questions are relevant. That's our position. This examination is being conducted pursuant to court orders and does not concern a bankrupt, as you know, but rather companies over which a receiver has been appointed under the *Ontario Securities Act.*

Q So perhaps just to address your counsel's initial concern, Mr. Pahl, you would agree with me that as part of the factoring arrangements pursuant to which Dome Mountain received funds from Crystal Wealth, you were required to provide certain personal information, driver's licence, for example, in support of those lending arrangements; correct?

MR. POPOWICH: He doesn't have to agree with you. You can ask him questions about fact.

Q MR. van ZANDVOORT: Did you ever provide your driver's licence as part of the request to obtain funds through the factoring fund?

A I don't recall.

Q Is it possible that you did?

MR. POPOWICH: Anything is possible. He doesn't have to speculate.

Q MR. van ZANDVOORT: Mr. Froese has provided us with a copy of your driver's licence that was given to Frontline Factoring in support of your request for funds.

MR. POPOWICH: I don't know that. And if you have the information, you don't need anything more, counsel.

MR. van ZANDVOORT: We will note that as a refusal.

(OBJECTION TO A QUESTION)

Q MR. van ZANDVOORT: Where do you currently reside?

MR. POPOWICH: Again, that's not relevant, either.

(OBJECTION TO A QUESTION)

Q MR. van ZANDVOORT: What level of education do you have?

MR. POPOWICH: That's not relevant, either.

(OBJECTION TO A QUESTION)

Q MR. van ZANDVOORT: Can you explain to me in the past 25 years your various work experience in the mining industry?

MR. POPOWICH: Again, can I ask why that's necessary to the administration of the affairs of Crystal Wealth?

MR. van ZANDVOORT: As you know, counsel, over $13 million was provided to your client using investor money --

MR. POPOWICH: Sorry, there is not a penny, as I understood, provided to Mr. Pahl.

As I understand what the allegations are, they concern companies, Dome Mountain and two numbered companies.

If I'm incorrect that there was money that was provided to Mr. Pahl, please let me know.

So that's, counsel, where we are going. You have a corporation here. I would think there might be some involvement of the individual in the corporation, but his life, his background, his wherewithal, isn't relevant.

(OBJECTION TO A QUESTION)

Q MR. van ZANDVOORT: Mr. Pahl, you are the president of Dome Mountain Resources of Canada Inc.?

A Yes.

MR. van ZANDVOORT: Counsel, your position still is that Mr. Pahl's background in the mining industry as the president of the company that received more than $13 million in investor money is not relevant?

MR. POPOWICH: I don't know whose money it was other than Crystal Wealth. And his background isn't. We should focus on the arrangements that you are looking for. You can put these down.

If you want to go to court later, you can deal with it. You can put them all down on the record at once, if you want.

MR. van ZANDVOORT: We are going to keep going through this, counsel. We are noting your refusals as we go.

MR. POPOWICH: Or put them all at once. I'm inviting you. If you think it's going to be a personal question and I'll object, put them all down.

We can agree, or you can tell me off the record. We can facilitate this for you.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: Have you reviewed, Mr. Pahl, the first and second reports of the receiver in this proceeding?
MR. POPOWICH: That's not a relevant question, either. And it would also be privileged.
MR. van ZANDVOORT: How is that privileged, counsel?
MR. POPOWICH: For the purpose of litigation and solicitor/client advice. Let's go, counsel.
MR. van ZANDVOORT: Counsel, I'm allowed to ask the witness if he has reviewed the first and second reports in preparation for his examination today.
MR. POPOWICH: I disagree.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: What is Dome Mountain Resources of Canada Inc.? What is the business of Dome Mountain?
A It's a corporation that was structured for the purchase of Gavin Mines.
Q Aside from being structured to purchase the shares of Gavin Mines, does Dome Mountain -- which I will refer to as Dome Mountain Resources of Canada Inc. -- does it have any other operations aside from attempting to

purchase those shares?
A Not to my understanding.
Q Never has?
A Not to my understanding.
Q So I guess just walk me through so I understand how Dome Mountain Resources came to be and how the progression occurred towards its attempt to buy the shares of Gavin Mines.
A It ended up over a period of years of involvement within trying to structure a purchase of Gavin Mines from various entities, from trying to structure out of Europe, their funding, and which unfortunately did not occur.
Also, there was a structure that had been done through a gentleman in town here by the name of Jordan McBean, that there was -- at a cost of $640,000 was put in to structure the financing which they had guaranteed that it had been in place and they had given evidence of other projects that had been funded, and that there as well ended up not completing.
And at that stage was when a structure with MGE was arranged to -- they had agreed to issue a bond and they had actually even had an insurance wrap on it which was going to cover the finances from -- that were going to be factored from Crystal Wealth. And this agreement was approved by Crystal Wealth prior to any funds coming forward on it.

Q Who from Crystal Wealth approved it?
A From my understanding, it was -- all of our dealings were through -- directly or in coordination with Frontline Factoring and Crystal Wealth, and at that time was, for the final -- I never spoke to the person himself, but was Clayton.
And the other party that was representing Crystal Wealth was Al Housego.
Q I just want to take a step back for a second because that was a lot of information.
A Sure.
Q Explain to me, how did Dome Mountain get started?
Was that your decision? You wanted to incorporate Dome Mountain?
A There was several of us working together for wanting to proceed in structuring an avenue to help get Dome Mountain into production to the next stage.
Q When was Dome Mountain incorporated?
A I believe about four years ago.
Q Who are the several others beyond yourself who were involved?
A Robert Maljaars and David DenHollander.
Q So it was yourself, David DenHollander and Robert Maljaars who were exclusively involved in commencing the company Dome Mountain Resources of Canada Inc.?
A The company itself was under my name.
Q Who were the shareholders?

A That would be me.
Q Are you the 100 percent shareholder?
A Yes.
Q Have you always been the 100 percent shareholder?
A Yes. To my understanding, I am.
Q Do you have share certificates for Dome Mountain?
A I believe I do have a scanned copy.
MR. van ZANDVOORT: Can we have an undertaking to produce those, counsel?
MR. POPOWICH: No, and why? But I don't think there is a obligation on a witness to an examination for any of the affairs of Crystal Mountain to provide you anything, and I wouldn't know why it would be relevant, in any event.
MR. van ZANDVOORT: Under the appointment order, there is an obligation to produce records and all documents --
MR. POPOWICH: Please show me that?
MR. van ZANDVOORT: You have a copy of it, sir.
MR. POPOWICH: Please show me. I asked you that when you wrote the other day. Show me an order that says they are obliged to produce documents.
Remember, we are here by an agreement. The Ontario court can't reach out and require these gentlemen to do anything. We are looking to cooperate with you, and I don't understand there is an obligation to provide you anything and I don't understand how a

copy of the share certificate is going to be relevant in anything that you are doing in the administration. But if you can find me those words, counsel --

MR. van ZANDVOORT: You can consult the appointment order. I have already directed you to the provisions --

MR. POPOWICH: I'm sorry, counsel, if I may, you didn't, and you couldn't find them.

MR. van ZANDVOORT: That's incorrect, counsel. The appointment order was sent to you. It's publicly available on the receiver's case website --

MR. POPOWICH: Show me the words.

MR. van ZANDVOORT: Duty to provide access and cooperation of the receiver is addressed, amongst other areas, in paragraphs 8 and 10 of the appointment order --

MR. POPOWICH: Counsel, we have had this. If you want to draw my attention to a provision that obliges the witness to provide you documents, please do so. Otherwise, for this interview and the next three that follow, we will take it that there isn't that obligation and you can save the time and the breath. You can bring a motion if you want later.

MR. van ZANDVOORT: Counsel, I just directed you. Is that a refusal despite the clear direction?

MR. POPOWICH: Show me the words.

MR. van ZANDVOORT: Counsel, we are not wasting

this entire morning --
MR. POPOWICH: That's correct, and we won't.
MR. van ZANDVOORT: Paragraph 8 requires all persons, of which Mr. Pahl and Dome Mountain is one, to forthwith advise the receiver of the existence of any property as defined in the appointment order in the possession or control and grant immediate access.
Paragraph 10 requires all persons, which includes Mr. Pahl and Dome Mountain, to advise the receiver of the existence of any books, documents, securities, contracts, among other documents all defined as records, in the person's possession or control and to produce them.
MR. POPOWICH: Those are of Crystal Wealth's, not his own.
MR. van ZANDVOORT: We disagree, counsel. We have your refusal.
UNDERTAKING NUMBER 1:
TO PROVIDE THE SHARE CERTIFICATES FOR DOME MOUNTAIN (REFUSED)
Q MR. van ZANDVOORT: Did Dome Mountain provide a security agreement to Crystal Wealth?
A I believe that I ended up signing an agreement.
Q Which would have included over the shares of Dome Mountain; correct?
A To my understanding, yes.

MR. Van ZANDVOORT: Counsel, I still have your refusal?
MR. POPOWICH: What do you want?
MR. van ZANDVOORT: I asked for copies of the share certificates which your client just acknowledged we have security over.
MR. POPOWICH: Again, we aren't you. There is a security agreement, I believe. If you want to identify that, put it to the witness --
MR. van ZANDVOORT: We don't need to, counsel.
MR. POPOWICH: -- and if it says there is an entitlement for you presently under that to have the shares, let me know.
MR. van ZANDVOORT: We have security over Dome Mountain, counsel -- we have your refusal.
Q So the company is incorporated and Robert Maljaars and David DenHollander were involved. How did you know Robert Maljaars and David DenHollander at that time?
MR. POPOWICH: Again, that's not relevant.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: Prior to the incorporation of Dome Mountain, had you previously had business dealings with Mr. Maljaars and Mr. DenHollander --
MR. POPOWICH: That is not relevant to the affairs of Crystal Wealth.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: You understand that Crystal

Wealth similarly had factoring arrangements with 647 B.C., a numbered company of which Mr. DenHollander is the principal?

MR. POPOWICH: Similar to what, counsel?

Q MR. van ZANDVOORT: Sorry. You are aware that factoring arrangements were entered into between Crystal Wealth and 647 B.C.; correct?

A I was not subject to that information or it being done, or of it being there when any of that had occurred.

Third party information, yes, I believe that it had been done.

Q And it concerned invoices issued from 647 B.C. to Dome Mountain; correct?

A To my understanding.

MR. van ZANDVOORT: Counsel, you are still not going to allow this witness to answer questions regarding his dealings with Mr. DenHollander, despite the fact that Mr. DenHollander's company is similarly involved in factoring arrangements involving Dome Mountain?

MR. POPOWICH: Again, personal relations between individuals don't appear to be relevant. I don't know what the arrangement, if any, is between the numbered companies and the individuals that you have just identified. You may have information that I do not.

Again, as I understand it, there are three companies involved, three factoring arrangements. It's the affairs of those companies which are relevant. So you may take these or not.

Again, no, the business or other relations between any individuals aren't relevant to what you have said in your report as an attempt to collect from the merchant.

The merchants are three companies. The rights, if any, are under the agreements. Personal relationships have nothing to do with this.

MR. van ZANDVOORT: Counsel, we are talking about more than $14 million and we are asking about the principals' relationships between the companies who received the money.

MR. POPOWICH: I got the question.

MR. van ZANDVOORT: Yet you are still going to refuse that? How is that not relevant to the lending arrangements entered into by Crystal Wealth with these companies and where this money went that we are trying to identify?

MR. POPOWICH: I think I've answered.

MR. van ZANDVOORT: I don't think you have, and I think it's been respectfully obstructionist to my examination.

MR. POPOWICH: You know your remedy.

(OBJECTION TO A QUESTION)

Q MR. van ZANDVOORT: Explain to me, beginning

with when Dome Mountain was incorporated, what were the operations of the company?
A The only operation for the company was to turn around and to structure the financing for the purchase of Gavin Mines.
Q At that time, did you have any -- when I say you, I mean yourself personally or Dome Mountain Resources of Canada Inc. -- any ownership interest in Gavin Mines?
A No.
Q Did Mr. DenHollander or Mr. Robert Maljaars, to your knowledge?
A Not to my understanding.
Q Why was the purchase of the shares of Gavin Mines of interest to Dome Mountain?
A Because we saw an opportunity to help expand an operation that had been mothballed when gold was at $300 an ounce and they couldn't make it. And at that stage, gold was a thousand dollars or more an ounce, and so the operations made sense to be able to expand.
Q Explain to me, at that time, what were the mines owned by Gavin Mines, assuming there were mines owned?
A I'm not sure. I don't have that information --
Q But you were looking to buy the company's shares --
MR. POPOWICH: You should probably let him finish his answer.
Q MR. van ZANDVOORT: Sorry, finish your answer, sir.

A Of all the holdings that are under Gavin Mines, which is -- most of the holdings, to my understanding at this time to recall, because it's been many years since I have looked at that information, it was holdings within Dome -- the Dome Mountain area that they had.

Q The Dome Mountain mining area of British Columbia?

A Yes.

Q What due diligence was undertaken by you or Dome Mountain in determining that the purchase of the Gavin Mine Inc. shares was of interest and a good opportunity?

A Based on mining reports of 43-101s.

MR. van ZANDVOORT: Could you produce to us, counsel, copies of the mining reports?

MR. POPOWICH: No.

UNDERTAKING NUMBER 2:

TO PRODUCE COPIES OF THE 43-101 MINING REPORTS IN CONNECTION WITH GAVIN MINES THAT GAVE DOME MOUNTAIN INTEREST IN INVESTING IN SAME (REFUSED)

Q MR. van ZANDVOORT: Did you have any business dealings with anyone affiliated with Gavin Mines Inc. at the time Dome Mountain was incorporated?

MR. POPOWICH: What do you mean by that?

Q MR. van ZANDVOORT: Did you have any prior business dealings or personal dealings with anyone affiliated with Gavin Mines?

MR. POPOWICH: That's irrelevant.

(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: How did you learn of Gavin Mines?
MR. POPOWICH: I don't know if that's relevant, either.
MR. van ZANDVOORT: Counsel, Dome Mountain has pledged as security to Crystal Wealth shares of -- the entirety of the security of Dome Mountain, including its interest in Gavin Mines. We are trying to understand and determine what led Dome Mountain to investigate the opportunity into Gavin Mines --
MR. POPOWICH: I know what you are trying to understand --
MR. van ZANDVOORT: -- how they knew there was value in Gavin Mines and how they represented to Crystal Wealth that this was a good opportunity to enter into --
MR. POPOWICH: I don't know if any of that happened, so why don't you start with that. If you want to establish that there were representations that were made to Crystal Wealth that were relied upon, you can be my guest.
MR. van ZANDVOORT: He has already given the security agreement.
MR. POPOWICH: The security agreement has nothing to do with the business relations, and it was Crystal Wealth that makes the determination of whether the security agreement is to its satisfaction, counsel.

As I understand, that was provided by Crystal Wealth. It's the one. If it determines that the security is accurate or adequate, that's that. So let's try to focus --

MR. van ZANDVOORT: We are focused, counsel, but you're continually interrupting my examination.

MR. POPOWICH: No, I'm objecting and that's what happens when questions aren't properly asked.

MR. van ZANDVOORT: No.

MR. POPOWICH: You know your remedy again. So keep going. We don't have to argue. If you want to know why, just simply ask why, otherwise I will simply say objection and we can deal with it all later, and then you will get done.

MR. van ZANDVOORT: We would certainly like your rationale for these objections and we certainly would have liked to know that you were going to take this position before we flew to Calgary --

MR. POPOWICH: I'm sorry, did you ask me what position I take on your questions?

MR. van ZANDVOORT: We agreed to conduct the examination here, counsel, and the relevant questions concerning the business affairs of Crystal Wealth, which includes why it entered into lending arrangements with your clients, would be answered.

MR. POPOWICH: To be frank, I don't

believe we have an agreement on the scope of the examination. My understanding on the law is that the questions have to be necessary to lead to information necessary for the administration of Crystal Wealth; okay?
MR. van ZANDVOORT: Agreed, and in accordance with the court orders that we agreed to conduct this examination with.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: So what was Robert Maljaars's involvement with Dome Mountain?
A Robert ended up working closely with Lloyd Tattersal, who was the president of Gavin Mines. And through that ongoing relationship was how that -- he did the mine visit. He ended up going through and meeting with the engineers and got a feeling for the project, if it was something that we wanted to pursue to help to bring to the next stage.
Q Have you ever visited any of the mines owned by Gavin Mines?
A No, I have not.
Q Have any representatives of Dome Mountain ever visited any mines owned or operated by Gavin Mines?
A Only through Robert Maljaars.
Q Aside from yourself, Robert Maljaars and David DenHollander, are there any other employees or representatives at any time of Dome Mountain Resources?

A Not to my understanding.
Q Does Dome Mountain Resources have a business office from which it operates or has it ever had a business office from which it operates?
A No.
Q What is located at the address 112 Cranston Drive, South East in Calgary?
A That was my residence.
Q Does it remain your residence?
A No.
Q And your current residence?
MR. POPOWICH: That's not relevant.
MR. van ZANDVOORT: Well, I would say it's relevant --
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: Have you updated the Dome Mountain Resources of Canada Inc. to reflect your new address, sir, the corporate profile?
MR. POPOWICH: That's not relevant, either. That's not relevant, counsel.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: Do you remain the sole officer and director of Dome Mountain Resources of Canada Inc.?
A Yes.
MR. van ZANDVOORT: Counsel, the B.C. Registry Services Company summary for Dome Mountain has not been

registered to reflect the director's current address. I'm asking for the director's current address.

MR. POPOWICH: I can't say that. I haven't seen the search and I don't know why his personal address is relevant for you to administer the affairs of Crystal Wealth.

MR. van ZANDVOORT: Because the company's registry hasn't been updated.

MR. POPOWICH: So then that would be something between the company and the registry, I would gather, not Crystal Wealth, counsel.

MR. van ZANDVOORT: This is very transparent, counsel.

(OBJECTION TO A QUESTION)

Q MR. van ZANDVOORT: Do you still maintain -- when I say you, Dome Mountain -- the PO Box 10325 in Vancouver, B.C. at 400 - 725 Granville Street? That's the last registered office information for Dome Mountain Resources of Canada Inc. on the B.C. Registry Services.

A No, I do not.

Q Why was the PO box maintained in Vancouver, B.C. at this address?

A Because it's a B.C. corporation. It needed to have a B.C. registered office.

Q Where is the current registered office for Dome Mountain Resources of Canada Inc. if the PO box is no longer maintained?

A It's in Kelowna.
Q Can you give me the precise address, please?
A I don't have it on me right now.
MR. van ZANDVOORT: Counsel, can I have an undertaking, please, to provide us with that address?
MR. POPOWICH: Do you need it?
MR. van ZANDVOORT: Yes, I do. I would like to know Dome Mountain Resources of Canada Inc.'s registered address. Of course I do.
MR. POPOWICH: I don't think that's relevant. I expect that your agreements provide for places of notice. Again, it's an examination. We are not required --
MR. van ZANDVOORT: I disagree, counsel. I have your refusal.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: What was David DenHollander's role or involvement from the inception of Dome Mountain?
A I believe David was the first one that ended up being involved with Dome Mountain on a water project there, and that was how that things had commenced from probably seven or eight years ago that he was -- but again, his operation with that, I do not have pertinent information.
Q I just want to be clear on the terminology. When you say his involvement with Dome Mountain on a water

project, you are actually referring to --
A No, actually, Gavin Mines. I'm sorry, that would have been with Gavin Mines, not with Dome Mountain the corporation.
Q You are referring to Dome Mountain the mine owned by Gavin Mines?
A Right -- well, actually, the mine -- it's on Dome Mountain area. And everyone refers to it as Dome Mountain, but the actual company that holds that is Gavin Mines.
Q I understand.
A So when I mention Dome, I don't mean to have that as -- it had nothing to do with Dome Mountain Resources of Canada Inc.
Q Yeah, I understand. Who brought David DenHollander to you? How did you meet Mr. DenHollander?
MR. POPOWICH: Again, none of that makes any difference to whether you have -- you, being Crystal Wealth, have an entitlement under some document to recover money, as you have said, to the court from the merchants.
If you can explain that to me, counsel, we might go somewhere there. But as I understand, you are looking to and have told the court, it's under the arrangements, the agreements made between these companies and Crystal Wealth that you see some ability to recover. It has nothing to do with friendships,

meetings, prior life, please.
MR. van ZANDVOORT: I entirely disagree, counsel.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: When did you first meet or learn of Jerry Froese from Frontline Factoring Inc.?
A Has to be five or six years ago. I am unclear on the dates.
Q How did you come to learn of Frontline Factoring Inc.?
A It would have been via Robert Maljaars, as they are -- yeah, I'm not sure on the relationship there.
Q Can you explain to me the dealings with Frontline Factoring and Mr. Froese leading up to the time the factoring agreement dated November 4th, 2015 was signed between Dome mountain and -- being Dome Mountain Resources and Crystal Wealth?
MR. POPOWICH: Whose dealings?
Q MR. van ZANDVOORT: The dealings between -- leading up to the execution of the factoring agreement with Mr. Froese. What led to that document being executed?
MR. POPOWICH: Whose dealings?
MR. van ZANDVOORT: Dome Mountain's and Mr. Pahl's.
MR. POPOWICH: Could you show us the agreement you have to mind, please? Show me which agreement --

MR. van ZANDVOORT: You asked me last week to send it to you; I sent it to you. It's called the 2015 loan agreement. It's included in the package that we gave to you.
MR. POPOWICH: I'm not aware of a loan agreement. I'm aware of --
MR. van ZANDVOORT: You can call it whatever you like, sir.
MR. POPOWICH: If you'd like the witness to speak about an agreement, would you please identify for me and for him which agreement it is?
MR. van ZANDVOORT: Yes. We provided it to you under our letter of March 15th because it was --
MR. POPOWICH: Requested.
MR. van ZANDVOORT: And it was included as Appendix 18 to the receiver's second report --
MR. POPOWICH: I don't have that. Is it a factoring agreement of 8 January, 2015?
MR. van ZANDVOORT: It's entitled "This Factoring Agreement Made the 4th of November, 2015".
Q So what I want to know from you, sir --
MR. POPOWICH: One second, please. Counsel, I have a factoring agreement of 4 November, 2015 from you --
MR. van ZANDVOORT: I understand, sir.
MR. POPOWICH: -- of 15 pages and two schedules --

MR. van ZANDVOORT: Counsel, can we please get on with this?
MR. POPOWICH: Is that the agreement?
MR. van ZANDVOORT: Yes, counsel.
MR. POPOWICH: Thank you.
Q MR. van ZANDVOORT: Mr. Pahl, you signed this agreement along with Mr. Maljaars; correct?
A This factoring agreement?
Q I'm just asking if you signed it, sir. Flip to page 15.
MR. POPOWICH: I think you can probably give him the time he wants to flip through it.
MR. van ZANDVOORT: I'm just asking if that's his signature.
MR. POPOWICH: You didn't ask any of that.
MR. van ZANDVOORT: Yeah, I did.
MR. POPOWICH: Then here is what I would do: On page blank is this signature --
MR. van ZANDVOORT: I just said page 15.
MR. POPOWICH: Sorry. What you wanted him to do first was say you signed it. He didn't answer. He is reading the agreement. Now he's going through it. You can take him to wherever you want him to go, but you have to give the witness some time. I can understand, counsel, but please, courtesy.
THE WITNESS: That appears to be my signature on page 15.
Q MR. van ZANDVOORT: Explain to me what dealings

Dome Mountain, including yourself, had with Frontline Factoring leading up to the execution of this agreement.

A Well, at this stage, we had actually even gone through and -- this here was when we had -- if I remember the events correctly -- it was a long time ago and through some very traumatic events in my own life -- I ended up at this stage -- this was after that we had gone through and had the agreement that had fallen through with Jordan McBean for the factoring -- sorry, for the financing that was supposed to occur on several issues that had been done through there.

This here was -- if I remember the events correctly, this here was actually done on the basis of the refinancing or the structuring of finance through MGE.

And when we had the agreement in place with MGE for the financing of the mine with an insurance wrap on it, it met all the requirements of Crystal Wealth.

And their -- because we ended up -- we submitted the request if that could be financed in such fashion for a factoring of the future funding of the mine, and they ended up -- they went into their compliance. They came back with an answer that it was acceptable.

So we ended up entering into the agreement. An insurance policy of over 600 -- I think $680,000 was paid for out of this as part of it, and so that was how this agreement was entered into and moved forward.

Q You are saying Dome Mountain paid the insurance premium?
A Out of the factored amount.
Q So I want to go back to what my question was.
My question was, what dealings did you have with Frontline Factoring, which would include Mr. Froese, leading up to the execution of this agreement?
MR. POPOWICH: That's what he just answered.
MR. van ZANDVOORT: No, he didn't mention a single thing about his dealings with Frontline Factoring.
MR. POPOWICH: That was all about it. You asked the dealings. If you want more precise or specific information, you can ask for it, but with a large general question, which I find ad compendious and unclear, you can't expect more.
Q MR. van ZANDVOORT: You would agree that in November --
MR. POPOWICH: He doesn't have to agree with you, counsel --
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: In November and December of 2015, do you agree that Dome Mountain received the funding set out at paragraph 65 of the receiver's second report?
MR. POPOWICH: Can we see the report, please?

MR. van ZANDVOORT: It's publicly available on the receiver's case website --

MR. POPOWICH: Would you like us to go to the website or would you like us to look at the copy you've got?

MR. van ZANDVOORT: You are already looking at it. It's right in front of you.

MR. POPOWICH: So counsel, if you want to make it move -- whether the document is available on a website or on the Internet is really not relevant. If you want us to look at something, consider having it available and bringing it --

MR. van ZANDVOORT: But it's sitting right in front of you --

MR. POPOWICH: I'm responding to the point about the website. So it seems you are a tad addled by this. Let's go through this slowly.

If you want documents for this witness or any of the others, please let me know. I believe I made an invitation to you.

Now, the website is irrelevant, isn't it, counsel, to this?

MR. van ZANDVOORT: I'm not sure why you are asking me questions, sir. The document is sitting right in front of you. You are trying to put on a bit of a, respectfully, show for the transcript.

Please just answer the question. The document is sitting in front of you. It's paragraph 65 of the second report of the receiver --

MR. POPOWICH: -- I don't put a transcript -- what I would like to do is to have us have a professional and focused examination.

Again, the sidetrack is the mention of the website. You know that if you bite your tongue and say here it is, witness, we move forward.

MR. van ZANDVOORT: You are looking at it, counsel. Let's get back to my question.

MR. POPOWICH: It's the witness, the witness. What would you like to know?

Q MR. van ZANDVOORT: Do you agree that Dome Mountain received the funding as set out in paragraph 65 of the chart of the second --

MR. POPOWICH: I gather for the record, counsel, you mean the line entry that says, under "Merchant," Dome Mountain, and there are lines that go across to the right. Is that what you mean? And then it's a total of 13,000 --

MR. van ZANDVOORT: No, there is not, counsel.

MR. POPOWICH: -- or is it the interest?

MR. van ZANDVOORT: I'm just asking if Dome Mountain received the principal amounts reflected in the chart at paragraph 65 --

MR. POPOWICH: Now, the principal amounts are -- now we know the factoring fund amount, the hedge

fund amount and the total of 13.808 million?
Q MR. van ZANDVOORT: I'm just asking if Dome Mountain received the quantum of the principal funding set out in that chart. That's all I'm asking.
A Well, to my understanding, we ended up -- we did receive a transfer that ended up coming in, obviously not including any of the interest or the forward amount of what the end of the factoring deal would have been.
So to my understanding from my recollection, it was approximately around $12 million that ended up coming into the account.
Q Was that all in one transfer, Mr. Pahl?
A I can't recall if it was in a couple of transfers or if it was all in one.
MR. van ZANDVOORT: Counsel, can I have copies of the banking records pursuant to which Dome Mountain received the funding in connection with the factoring of Crystal Wealth funds either directly or through Frontline Factoring Inc.?
MR. POPOWICH: Again, there is no obligation on anyone to produce documents. If there is any issue or if it's needed for the due administration of the estate, let us know and we will reconsider.
MR. van ZANDVOORT: I'm letting you know. Is that a refusal?
MR. POPOWICH: I think, counsel, it should be understood that the request for any undertakings for

documents are refused. I thought I made that relatively clear.

UNDERTAKING NUMBER 3:

TO PRODUCE BANKING RECORDS PURSUANT TO WHICH DOME MOUNTAIN RECEIVED THE FUNDING IN CONNECTION WITH THE FACTORING OF CRYSTAL WEALTH FUNDS, EITHER DIRECTLY OR THROUGH FRONTLINE FACTORING INC. (REFUSED)

Q MR. van ZANDVOORT: What did Dome Mountain do with the funding it received from the Crystal Wealth funds?

A What ended up happening is that Jerry Froese from Frontline Factoring ended up having full control over the account of Dome Mountain. All the funds that came into that account were actually administered and sent out under Frontline Factoring and Crystal Wealth's instructions.

Q When you say "Crystal Wealth's instructions," who from Crystal Wealth?

A I have no idea in regards to who would have been directly involved with that. That would be a question that you would have to ask Jerry.

But from my understanding -- because what was happening, the funds were coming into the account. There were direct things that were to be taken care of within that understanding of where the funds were coming into and where they were being distributed, and that was handled directly from Frontline Factoring.

Q So it was a Dome Mountain bank account, but Frontline Factoring had full authority over disbursing the funds out?

A Correct.

Q Where was that account located?

A The account was located in Calgary.

Q At what institution?

A At the one on 130th Avenue.

Q Sorry, what bank?

A Oh, TD; TD on 130th.

Q What was the account number?

A I don't know off the top of my head.

MR. van ZANDVOORT: Can I have an undertaking, counsel, to produce the full statements and bank records for the account that we are discussing from the time of the initial advance to Dome Mountain up until present?

MR. POPOWICH: As I have indicated, no undertakings, no requests for documents.

UNDERTAKING NUMBER 4:

TO PRODUCE THE FULL STATEMENTS AND BANK RECORDS FOR THE DOME MOUNTAIN TD BANK ACCOUNT FROM THE TIME OF THE INITIAL ADVANCE TO DOME MOUNTAIN UP UNTIL PRESENT (REFUSED)

Q MR. van ZANDVOORT: Was it just Mr. Froese or

was it Frontline Factoring generally that had full authority over the account?
A I don't know of the official stance of what it would have been.
Q Who set it up, though?
A I set up the account and then it was requested that Mr. Froese from Frontline have authority over the account for doing the distribution.
Q Who requested it, that he have full authority?
A I don't recall if it was from Crystal Wealth or Frontline or where that actually came from.
Q What was the purpose of receiving the funding from Crystal Wealth?
A To go through and to take care of the required drilling that needed to be done on the property.
Q Sorry, which drilling was that?
A There was additional 43-101 requirements of drilling that needed to be done to meet the funding requirements from MGE.
Q On which property?
A On the Gavin Mines property.
Q But which mine?
A Part of Gavin Mines.
Q Big Onion, Dome Mountain, Taz?
A It would have been Dome, from my understanding. The holdings in -- that they were doing on the Gavin Mine property --

Q No, but I'm asking you --
A -- when it come to --
Q You understand that Gavin Mines is multiple mines; correct?
A Correct.
Q I know you have never visited them, but which property was the drilling supposed to happen and that the Crystal Wealth funding was to be used for?
A Actually, I thought -- to my thoughts in regards to Gavin Mines, I thought that they had the Onion and they had Taz under a different holding. So when I'm referring to Gavin, I thought it's the one that -- and I might be incorrect in my interpretation, but it was the one on Dome Mountain that we were addressing for.
Q So you said the funding for Crystal Wealth was going to be used for the drilling and something else?
A Yeah. There was a lot of accounts payables that needed for the operation of the mine that had to be caught up as well.
Q Was that accounts payable of Dome Mountain Resources?
A No. No, but we ended up getting shares in the mine for as we helped to pay that part off. That's how we ended up with 17 percent of the mine. We ended up with an equity position of 17 percent in that mine. Which right now has --
Q In the mine or in Gavin Mines?
A In Gavin.

Q Who were the accounts payable from Gavin Mines owing to that Dome Mountain paid off using the proceeds from Crystal Wealth?
A I don't recall. That would have to be checked through Frontline Factoring.
Q Was 647 B.C., being Mr. DenHollander's company, or 156 Alberta, being the company that Jeff Maljaars is the director of, were they the recipients of any of the Crystal Wealth lending proceeds to Dome Mountain for the accounts payable?
A The requirements on that I am not totally clear on at the moment. Again, years have gone by in regards to that.
I do know that there was some invoicing that was done for the helping of the structuring of multiple areas of that. I'm unclear of the details at the moment, so I really could not go into detail on it. I don't recall.
Q How would Mr. Froese know who to advance the proceeds of the Dome Mountain loans to for the drilling operations?
A Again, on an ongoing basis of dealing with the parties at hand with Mr. Maljaars, and he was dealing with -- it ended up meeting his requirements of whatever they needed to from an accounting standpoint --
Q Whose requirements?
A From Frontline's. Because they were the ones that were handling the distribution of the funds.

Q I'm just trying to understand. You are the president of Dome Mountain.
A Yeah.
Q You go to Frontline, I guess, and say: We are in a jam, we need some bridge financing for approximately --
A No, it wasn't bridge financing --
MR. POPOWICH: Whoa, counsel -- no, counsel --
MR. van ZANDVOORT: Let me rephrase --
MR. POPOWICH: Counsel, do not make a statement that is not borne out by the facts. You know your ethical obligations --
MR. van ZANDVOORT: I'm perfectly aware of my obligations --
THE COURT REPORTER: Okay, you guys, one at a time. And slow down because --
MR. POPOWICH: It's his transcript. He can look after it.
THE COURT REPORTER: You guys are interrupting each other and talking on top of each other and it's not getting on the record.
MR. POPOWICH: That's his problem.
MR. van ZANDVOORT: It's not my problem.
Q I'm trying to understand, sir. You are the president of Dome Mountain. Why is it not you who is disbursing the proceeds of the Crystal Wealth financing for Dome Mountain's operations?

A Because part of the understanding when we were receiving these funds is that they were going to be managed and made sure that everything was being paid for as requirements to Crystal Wealth. So we wanted to meet those requirements under that agreement.
So we are sitting there, we are going through and we -- Frontline Factoring had to make sure that all of the funds were being distributed as required so that none of this ended up going into our pocket.
Q So how would Frontline know where to disburse the money?
MR. POPOWICH: He already answered that.
MR. van ZANDVOORT: No.
MR. POPOWICH: If you go back to that question, with respect --
MR. van ZANDVOORT: Sir, we are not going back. Please let me conduct my examination.
MR. POPOWICH: You have his answer. He has asked and answered.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: How would Frontline know, for the drilling operations, who to send money to and how much?
MR. POPOWICH: He has already asked and answered that at least twice.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: How would they know? Were invoices given to Frontline to say pay this company?

How would they know?
A I would have to make a speculation at this stage because I don't have the exact answer.
To my understanding, it was laid out as to what was going to be required for drilling, what was going to be required for the payables, and where the other funds were going to go, and they were going to distribute it based on that, so --
Q Did somebody approach you to ask you to enter into this arrangement with Frontline and Crystal Wealth to be the recipient of the approximately $12 million that we looked at at page 65 of the second report?
A Did somebody ask me.
Q Did you seek out this financing for Dome or did somebody approach you and ask you if you would enter into this arrangement?
A I was actively engaged in trying to find financing for the full financing of the mine, which is where it came in from MGE, which is where I have travelled several times to procure that funding arrangement.
And it was based on me procuring that funding arrangement that we had this in place, which they turned around and met their compliance requirements and moved forward on, based on their being satisfied with what was there for security.
Q Did Jeffrey Maljaars have any role or involvement in Dome Mountain Resources or Gavin Mines, to your

knowledge?
A I have no specific knowledge in regards to that.
Q And he is the son of Robert or Bob Maljaars?
A Correct.
Q But all the lending arrangements that we have been discussing today, Jeffrey Maljaars was not involved, to your knowledge?
A Of this with Dome, not to my knowledge.
Q Or with Gavin Mines?
A I have no other understanding of anything else that had gone on. You would have to ask him directly. But nothing from myself that I know of -- of any documents signed by him in regards to Dome Mountain I have not seen.
Q And Dome Mountain and Jeffrey Maljaars never had any business dealings between one another?
A Not to my understanding.
Q Or any companies affiliated with Jeffrey Maljaars?
A Not to my understanding.
Q Did you ever deal with Steven Bandola from Frontline Factoring?
A Oh, I'm sure there was e-mails or something that had occurred. I know I had met him when I had gone to the office -- and he would be Jerry's office manager -- I'm not sure exactly what his status was.
Q Aside from Mr. Bandola and Mr. Froese, did Dome or its representatives deal with anyone else from Frontline

Factoring?
A There was other people that were within the office that may have -- they may have called or had a conversation with.
Q Have you ever had any business dealings with -- when I say you, I mean you or Dome Mountain Resources, with Dale Weiss or Jeffrey Mushuluk (ph)?
A I don't even know those people.
Q What about Al Housego?
A Al was representing Crystal Wealth.
Q When Dome dealt with Crystal Wealth, Al was the representative that you dealt with?
A Yes. I had never spoken to Clayton. The only person I ever spoke to from Crystal Wealth, to my recollection, was Al.
Q And who did you meet first, Frontline Factoring or Al Housego?
A Frontline Factoring.
Q Was it Frontline who introduced you to Mr. Housego?
A It more than likely was -- because it would have been from operations when we were looking at doing this that we would have been introduced to Al, to my recollection.
Q So to your recollection, was it Frontline who introduced you to Al or was it Bob Maljaars?
A I believe it was Frontline, to my recollection.
Q Do you recall how that introduction was or when it took place?

A No.
Q Did Dome Mountain ever send any sort of due diligence materials to Mr. Housego or was it always directed to Frontline Factoring?
A If anything was directed to Al, it would have been cc'd to Frontline, because Frontline was acting as the managing agent for Crystal Wealth, to my understanding, in this. So it would have been to both parties.
Q Did Mr. Housego ever make requests, to your recollection, from Dome Mountain for any due diligence materials or was that left to Frontline --
A Oh, absolutely. Again, whether it would have been just direct to him -- Frontline would have had a copy of that.
To my understanding, it would have been. Because they were acting as gathering all the information for and on behalf of Crystal Wealth, so most of my communication, when it came to this information, to my recollection, included directly to Jerry.
And at the odd time it was to Al?
Q Do you recall any specific due diligence materials which had been requested by Mr. Housego to Dome?
A Again, it was complete documentation on the 43-101s and all of the background information on the mine.
I'm quite sure there was full packages that had gone that way because they needed it for their compliance.

Q So the complete documents and the 43-101 and the complete backgrounds on the mine, the full packages that you just referenced, does Dome Mountain still have copies of those materials?
A I'm not sure.
MR. van ZANDVOORT: I know, counsel, you have said you won't give any undertakings, but again, I'm going to nevertheless put this on the record, because I think it's very relevant as well and important to review Dome's records and produce whatever due diligence records such as I just repeated to us.
MR. POPOWICH: We are going to refuse them all. As I indicated to you at the outset, I always reconsider --
MR. van ZANDVOORT: -- if I have your refusal, I'm getting the flavour for them. Thank you.
UNDERTAKING NUMBER 5:
TO PRODUCE ANY DUE DILIGENCE MATERIALS IN DOME MOUNTAIN'S POSSESSION IN THE 43-101S AND ALL OF THE BACKGROUND INFORMATION ON THE MINE (REFUSED)
Q MR. van ZANDVOORT: Again, I understand your evidence as Mr. Froese was the person who disbursed the entirety of the funds received from Crystal Wealth into the Dome account --
A From the Dome account.
Q Sorry, from the Dome account once they had been received

from Crystal Wealth.

But what I would like, sir -- and I have asked for those bank records, but I would like also a list of the entities and the individuals and their contact information who were the recipients of the proceeds of the monies received by Dome Mountain through the Crystal Wealth funds at issue.

MR. POPOWICH: Same thing, it's all refused.

UNDERTAKING NUMBER 6:

TO PROVIDE A LIST OF THE ENTITIES AND THE INDIVIDUALS AND THEIR CONTACT INFORMATION WHO WERE THE RECIPIENTS OF THE PROCEEDS OF THE MONIES RECEIVED BY DOME MOUNTAIN THROUGH THE CRYSTAL WEALTH FUNDS AT ISSUE (REFUSED)

Q MR. van ZANDVOORT: Is there anything left in the Dome account?
A No.
Q It has a zero balance?
A Pretty much, yeah.
Q You said pretty much --
A Maybe a hundred bucks.
Q Does Dome Mountain have any other bank accounts?
A No.
Q Does Dome Mountain have control whatsoever over any of the proceeds of the funds received from the Crystal

Wealth funds?
A No.
Q It's all been disbursed to arm's-length third parties?
A Yes.
Q Does Dome Mountain have any assets, aside from the shares in Gavin Mines?
A No.
Q Does the debt generate any income? Does Dome Mountain generate any income in any way?
A No.
Q Does Dome Mountain have financial statements for the past year?
A No.
Q Has Dome Mountain ever prepared financial statements?
A No.
Q Has it ever had a balance sheet or a profit and loss statement?
A No.
Q Cash flow projections?
A No.
(BRIEF ADJOURNMENT)
Q MR. van ZANDVOORT: Mr. Pahl, before we took the short break, I just wanted to -- we talked a little bit about Gavin Mines and got into the early 2015 lending arrangements with Crystal Wealth.
A Yeah.
Q What is the current status of the mines owned by Gavin

Mines?
A I know that they are in continued development at this stage. They are looking for other parties to purchase it, and that is about the extent of my knowledge at this moment.
Q You said during continued development. Which mines currently exist?
A The Gavin one that we invested into, that part.
Q Which part was that? I'm just trying to understand.
A That would be the Dome Mountain Holdings, I would assume.
MR. van ZANDVOORT: Counsel, please don't -- he said no.
MR. POPOWICH: He already said to you --
MR. van ZANDVOORT: After you said it.
MR. POPOWICH: No, he said at the beginning. He said to you: I only know Gavin Mines to be Dome. I don't know the others, I think they are in other companies.
Q MR. van ZANDVOORT: So you don't know what's happening with Big Onion or Taz?
A No, because we weren't invested in Big Onion or Taz, we were only invested in that part.
Q Was there an agreement that says your shares in Gavin Mines only concern Dome Mountain mine as opposed to Taz or --
A To my understanding --

Q Sorry, sir, you have to let me finish.
A Sorry, okay.
Q As opposed to Taz or Big Onion?
A To my understanding, each one of those are in different companies, different holdings. We were not involved, to my understanding, in the holdings of either of those other mines.
Q To your understanding, who was the owner of the Big Onion and Taz Mines?
A I believe Metal Mountain Resources, I think, is what it is.
Q Does Metal Mountain -- what is its relationship, if any, to Gavin Mines?
A They are the holding company for Gavin Mines.
Q So Gavin Mines is a subsidiary of Metal Mountain?
A To my understanding.
Q Where is Gavin Mines' office? Do they have an office, to your knowledge?
A I'm not sure. I know that they operate out of Smithers. And if their main office is in Vancouver, I'm not sure.
Q Have you ever been to the Smithers, B.C. office?
A No. To my understanding, Mr. Maljaars has been.
Q Do you know if Gavin Mines still has an office at 475 West Georgia Street in Vancouver?
A I don't.
Q You don't know?
A I don't know.

Q In the last two years, have you had any communications or dealings with representatives of Gavin Mines?
A I would get the odd update from Mr. Tattersal, who is the president of Gavin Mines and Metal Mountain Resources.
Q That's Lloyd Tattersal?
A Correct.
Q How would those updates be sent to you?
A E-mail.
Q How frequently, approximately?
A Every few months.

MR. van ZANDVOORT: Counsel, can I have an undertaking just to produce the updates from Mr. Tattersal concerning the status of Gavin Mines?

MR. POPOWICH: No, on the record. But I have already told you, I will reconsider the request for documents.

UNDERTAKING NUMBER 7:

TO PRODUCE THE E-MAIL UPDATES FROM MR. TATTERSAL CONCERNING THE STATUS OF GAVIN MINES (REFUSED)

MR. van ZANDVOORT: In the spirit of your refusals, I think it would be reasonable to produce the documents I have requested by way of undertaking within two weeks of today's examination.

I take it that will be refused, but I'm putting the request on the record, nevertheless.

Q Currently, does Dome Mountain's shareholdings in Gavin Mines -- you said it was what percentage?
A I believe it's 17 percent.
Q Has it -- from the time Dome Mountain became a shareholder of Gavin Mines, has it always been 7 (sic) percent or has it changed at any time?
A As money was put in for drilling and for the other payables that were needed, in exchange we got the shareholding and the equity in the mine.
Q I understand that. You said that earlier. I'm just asking, was it always 17 percent or did it start --
A No. As each amount of funds went in, we got shares equivalent for each dollar that was put into the mine.
Q How did it change -- just walk me through when you first got the shares how much it was and how it changed as time progressed.
A I don't have that information. I would have to look at how that had actually occurred.
I know that we had several share certificates that were issued upon each -- as I had mentioned before, upon each block of funds that were put into -- whether for the drilling or for covering the ongoing operational costs that were required there, we would end up getting share certificates based on the amount of capital that was put into the company.
Q Who was keeping you -- since you weren't involved in disbursing the funds, who was keeping you, as president

of Dome Mountain, apprised of funds that went out, we are now getting an additional X percentage of shares or X number of shares in Gavin Mines? Who did that reporting to you?
A I would end up getting a copy of the share certificates as they were being -- as funds were going into the mining operations for Gavin.
Q Who would you get them from?
A From Lloyd Tattersal or his accountants or his attorneys.
Q Who was his accountants?
A I don't have that name off the top of my head.
Q Can you provide it?
A I can find who the communication that ended up occurring. I do not have -- again, it was years ago, I don't recall.
Q Can you provide Lloyd's lawyers' names that you just mentioned?
MR. POPOWICH: Again, we don't want to give undertakings, but you make the request and you know what I'll do with it.
MR. van ZANDVOORT: That's our request.
UNDERTAKING NUMBER 8:
TO ADVISE THE NAMES OF LLOYD TATTERSAL'S ACCOUNTANTS AND LAWYERS (REFUSED)
Q MR. van ZANDVOORT: So Frontline wouldn't

provide you with the share certificates, they would come from Gavin Mines directly?
A To my recollection, yes. But of course Frontline would have a copy of them because they were part of the security agreement for the disbursement.
Q Has Dome Mountain ever received any payments from Gavin Mines as a shareholder?
A No.
Q Do you know the financial status of Gavin Mines Inc. currently?
A No, I don't.
Q Has Dome Mountain at any time ever received any financial statements or documentation related to the finances of Gavin Mines Inc.?
A To my recollection, we had cash flow information which again was forwarded to Crystal Wealth and Frontline. Other than that, I do not recall.
Q On a routine basis as a shareholder, were financial statements provided to Dome Mountain?
A No.
Q Do you recall an instance where financial statements were ever provided by Gavin Mines to Dome Mountain?
A What I had just mentioned in regards to the cash flow projections and all the rest that they had at that stage.
Q Again, an undertaking just to review Dome Mountain's records and produce whatever financial statements, cash

flow projections, balance sheets, profit & loss statements that Dome Mountain would have received at any time from Gavin Mines.

UNDERTAKING NUMBER 9:

TO PRODUCE WHATEVER FINANCIAL STATEMENTS, CASH FLOW PROJECTIONS, BALANCE SHEETS, PROFIT AND LOSS STATEMENTS THAT DOME MOUNTAIN WOULD HAVE RECEIVED AT ANY TIME FROM GAVIN MINES (REFUSED)

Q MR. van ZANDVOORT: Do you know if Gavin Mines is profitable?
A At this moment, I don't believe so, but I don't have financials to state one way or the other. I know -- to my understanding, they are always -- again, it's a mine. You are always looking for money until you are in full production, so -- I would be very sceptical of them being profitable at this moment.
Q What do you know about Metal Mountain Resources Inc.?
A They are the holding company for Gavin. That's all I know.
Q Do you know what its shareholding interest is in Gavin Mines?
A I believe over 50 percent is what they hold at this moment.
Q Do you know who the remaining shareholders are of Gavin Mines, aside from Metal Mountain and Dome Mountain?

A I believe a gentleman by the name of Andy Clark holds -- and then there are several other parties involved that I don't recall their names.
Q Do you know what Mr. Clark's shareholding interest is in Gavin Mines?
A I think he is one of the major shareholders. I think he is over 30 percent. But again, off the top of my head, that would be my speculation on that.
Q And there could potentially be other shareholders as well or not sure?
MR. POPOWICH: Always could potentially be. We don't speculate.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: Do you know anything about the company Lloyd Minerals Inc.?
A No.
Q What is the exact mining operations of Dome Mountain mine? What type of mining is it?
A Are you talking about Gavin Mines --
Q I'm talking about the Dome Mountain mine that you said you had an interest in through your shareholdings in Gavin Mines.
A It was a mine that was in operation for several decades, to my recollection. And when they had got through the veins that were easy to produce and when the costs became too excessive to make money at $300 an ounce was when they mothballed the mine.

Q By mothballing the mine, you mean --
A They quit doing production on it.
Q When did they quit production on the mine?
A Oh, gosh, that was a couple of decades ago, from my understanding, from my recollection.
Q Has there been zero activity on the Dome Mountain mine for the last two decades?
A Until they started to ramp up and do things over the past I believe seven -- six, seven years, I believe, is where they started to do that.
And again, I'm not positive on the time frame of when it was. I know that they had --
When the first visit of the mine, they were revamping a lot of the venting system. And one of the things that they were doing is they had done an application for a mill permit, which this mill permit was essential for the operation of the mine and it was actually -- the mill permit was put in as part of the funding agreement on the 2015 agreement as well, that it was promised that they were going to have the milling permit in place as part of it.
Q Has Dome Mountain, the mine, actually mined anything for sale in the last six, seven years?
A I believe that they did some small production runs. I don't know how much that was --
Q Are you certain about that or are you speculating?
MR. POPOWICH: Whoa, whoa. You've got to

let him finish. Go ahead.
THE WITNESS: And I believe that they ended up that they did bring out some small production runs and that they were going to be moving some of it for milling.
But again, how much it was -- whether it was a hundred tonnes or one tonne, I don't know. It was a small amount that they were doing to confirm stuff, to my remembrance.
Q MR. van ZANDVOORT: What is being mined at Dome Mountain?
A It's gold and copper.
Q Do you know how Mr. Robert Maljaars knew the representatives of Gavin Mines to make that introduction to you?
A No, I don't recall how he ended up initially becoming involved with that.
Q Where is exactly the location of the Dome Mountain mine?
A Just outside of Smithers, B.C.
Q Can you be any more specific?
A I think it's ten miles outside of Smithers, B.C.
Q Outside to the east, north, south, west?
A I'm not sure. I haven't been, don't know. I'm just told that one of the reasons why this is such a great mining scenario is because it is so close to a major centre.
Q Did Dome Mountain enter into any agreements with Gavin

Mines?
A Well, we would have had an agreement to purchase the mine, and that was why we were going through with this, with the funding thereof.
Q So I'm asking, what agreements did Dome Mountain sign with Gavin Mines?
A We had a letter of intent to purchase.
Q To purchase...?
A To purchase -- there has been so many different -- because we would run into issues of we were supposed to have the funding in place to be able to go to the next level, and unfortunately, have not come through.
So I believe the first one we were purchasing -- it's gone through different iterations.
At some stages we were going through, we were buying the whole thing. At other stages we were buying just under 50 percent. It was going to be 49 percent. So it was depending upon the funding that we were getting and the timing that it was going to happen.
So there was various iterations of the agreements of going forth on this particular one.
When we were doing this, we were getting funding for $80 million and we were going to be purchasing the whole mine based on the funding of what we were receiving.
Q Was there an agreement entered into with Gavin Mines?
A Well, there would have been, yes.

Q Can I have a copy of it?
MR. POPOWICH: I thought you said there were many --
MR. van ZANDVOORT: Can I have a copy of them?
MR. POPOWICH: Again, you know the answer on undertakings.
UNDERTAKING NUMBER 10:
TO PROVIDE THE AGREEMENTS ENTERED INTO BETWEEN DOME MOUNTAIN WITH GAVIN MINES (REFUSED)
Q MR. van ZANDVOORT: Was it always Mr. Maljaars who dealt with Gavin Mines on behalf of Dome or did you ever deal with Gavin Mines?
A I had -- majority of all the times of dealing with Gavin Mines would have been with Mr. Maljaars because of the --
When most of this had started, I was actually in Europe at the time. So he was on the ground and able to be there and to do the mine visit, to do all that. I was in Europe at the time trying to establish the financing.
Q You said Mr. Maljaars was not a shareholder, director or officer of Dome Mountain; correct?
A Correct.
Q Was he paid by Dome Mountain?
A No.
Q Why was he acting as a representative of Dome Mountain?

A He was putting together this. He thought that we could get the ongoing -- to have the mine in place, and I was in the process of trying to find the funding for it.
Q But he had no financial stake in Dome Mountain. Why would he be representing Dome Mountain in dealings with Gavin Mines and signing factor agreements such as the one we looked at earlier with Crystal Wealth?
A Right.
Q Right.
A Yeah. Interesting. How do I end up addressing this with you?
We all had a part to play in this. I was doing the financing; I was getting the financing in place. Mr. Maljaars was on the ground in B.C., because at that first stage he was living in that area.
And therefore, on an ongoing basis, we were putting together the agreements of moving toward to develop the mine.
And on that basis, we were working to the final goal of getting the mine up and operating.
He was going to be paid -- you know, from helping to arrange all this as well, there would end up being a payment for structuring the financing and a benefit on the long-term activities of the mine going to the next stage.
Q Did you have an agreement -- was there an agreement with Mr. Maljaars --

A No written agreements.
Q Or terms outlining what benefit Mr. Maljaars or his companies would obtain?
A No.
Q Was there an agreement as to what Mr. Maljaars would charge Dome Mountain for his services?
A Not specifically, no.
Q Did Mr. Maljaars ever render invoices to Dome Mountain, either personally or through a company?
A Which you have copies there.
Q The ones from 647?
A From my understanding, that would be --
Q From 647 B.C.? I'm sorry, which invoices?
MR. POPOWICH: I'm not sure which ones that you are referring to, so --
Q MR. van ZANDVOORT: You said the ones that you have there. I'm asking which ones you are referring to.
A Well, whichever ones that you are going to be addressing with Mr. Maljaars over.
Q In fairness, sir, I'm asking you --
A Well, I'm not sure which ones you're referring to at this moment, so --
Q I'm not trying to --
MR. POPOWICH: Put the documents in front of him.
Q MR. van ZANDVOORT: I'm asking which documents would you like me to put in front of you.

What invoices did Mr. Robert Maljaars give to you and who were they from?
A Again, you would have to -- I don't have -- have to look at it. I don't recall.
Q Do you know if it was from him personally or from a company?
A It would be from a corporation, from my understanding.
Q But you don't know what his company is?
A He has the numbered company that he was implementing or utilizing. Do I know the actual number of it off the top of my head? No, I do not.
Q There are two numbered companies in this chart I'm pointing to at paragraph 65 of the second report. There is an 156 Alberta and a 647 B.C. Was it one of those companies?
A It could have been.
Q But you don't know which one was Mr. Robert Maljaars' company?
A I'm not sure, no.
Q You didn't have any sort of administration or receptionist or accounting group at Dome Mountain; correct?
A No, it was going through Frontline Factoring.
Q So Mr. Maljaars would send his invoices directly to Frontline Factoring?
A Yeah.
Q They never came to Dome Mountain?

A No. To my understanding.
Q Because there is two -- both of these numbered companies, 156 Alberta and 647 B.C., both issued invoices to Dome Mountain. Do you recall that now?
A That could be.
Q But those would have never came to Dome Mountain, those invoices, those would have gone directly to Frontline by those companies?
A To my understanding, yes.
Q Then Frontline, because it had control over the bank account of Dome Mountain --
A Out of that bank account would distribute.
Q Are you affiliated with a company called IC Commerce?
A Yes.
Q Can you tell me what your affiliation is with that entity?
A I'm the president of that company.
Q What are the operations of IC Commerce?
A IC Commerce at one point in time was doing forward gold contracts out of Africa.
And those were being done through Frontline Factoring for a period of two years, approximately.
Q Where is IC -- where is their office?
MR. POPOWICH: Does this have anything to do with Crystal Wealth?
MR. van ZANDVOORT: Yeah, it does.
MR. POPOWICH: Please tell me how and

what.
Q MR. van ZANDVOORT: Sir, you are aware of the fact that invoices were factored by 156 Alberta which were issued to your company, IC Commerce?
A Correct.
MR. van ZANDVOORT: Does that satisfy you, counsel?
MR. POPOWICH: Maybe now. This is 156 to IC. Are they the subject of this?
MR. van ZANDVOORT: Absolutely.
MR. POPOWICH: I'm not aware, and if you have the invoices, and if they are here, that would assist.
MR. van ZANDVOORT: Here, we can use one as an example. We can mark it as Exhibit 1 to your examination, if you like.
MR. POPOWICH: You can do whatever you want to do. What we want to know is what it is that you are talking about and why it goes to the affairs of Crystal Wealth.
Q MR. van ZANDVOORT: Do you recall this invoice, sir? It's an invoice dated February 12th, 2017. It's Invoice Number 223 from 1566496 Alberta Ltd. billed to IC Commerce. It's in the amount of $250,000 all in. Do you recall that?
A I believe so, yeah.
Q Can you tell me what consulting services that invoice

had to do with? It says: Description, Consulting.
A Right. For ongoing requirements of what was being done through Dome, through various projects that we have been looking at as well.
Q Just to be clear, this is not one of the 156 Alberta invoices to Dome Mountain Resources, this is to IC Consulting (sic)?
A To IC Commerce, yeah.
Q Why would IC Commerce be billed for consulting services from 156 Alberta that was being provided to Dome?
A One of the things as well on top of that is that for -- excuse me, I'm trying to recall this.
This again was through a period in my life which was extremely traumatic.
Q If you don't mind my asking, sir, what happened?
A One of the reasons why we came back from Europe, my lady ended up -- was diagnosed with five different types of cancer. And we have spent years trying to battle that and it's been extremely traumatic and there has been a lot of --
Q Sorry, I thought you meant business-related as opposed to personal --
A No, personal. You are talking of times when it's been -- excuse me.
(BRIEF ADJOURNMENT)
EXHIBIT NUMBER 1:
INVOICE NUMBER 223 DATED FEBRUARY 12TH,

2017 FROM 1566496 ALBERTA LTD. BILLED
TO IC COMMERCE IN THE AMOUNT OF
$250,000 ALL IN
Q MR. van ZANDVOORT: Mr. Pahl, I should probably get this on the record so we are clear. Do you also go by the name Bob?
A No.
MR. POPOWICH: That was me misspeaking.
Q MR. van ZANDVOORT: I heard your counsel call you Bob at the break. I thought maybe you went by a different name.
The invoice, Exhibit 1, that we looked at before the break is in the amount of $250,000, which is 238,000 and change plus GST. Do you remember specifically what those services were for?
A At this moment, I do not. At this moment, I do not, I'm sorry.
Q When is the last time IC Commerce or Dome did any business with 156 Alberta?
A I don't know if that's the last time. Like I said, at this moment, I don't recall, I'm sorry.
Q This invoice is dated February 12th, 2017. So this was a year ago.
A Over a year ago, yeah.
Q I think initially you thought maybe it was around the traumatic events of three or four years --
A Well, no, this has been ongoing we have been fighting

it. In February was another -- when I saw the February thing, it was terrible. I'm sorry.
Q We have a number of invoices to Dome Mountain from this numbered company, 647 B.C., for project management.
A Yeah.
Q What are those invoices for? What project management was provided and by who?
A Again, you know, you are going to be discussing that direct with the parties. You can get that information direct from them. At this stage, I do not recall.
Q But you are Dome Mountain --
A Absolutely I am. And it was being done and managed through Frontline which was sitting there with the control on the account which was distributing the funds thereof.
I was spending my time in trying to keep my lady alive in that period of time. They were managing stuff from there, so --
Q So was Frontline essentially running the operations of Dome Mountain, then, during that time?
A The distribution thereof of stuff was coming from there.
Q So there is two factored invoices from 647 B.C. totalling $439,000. May 30th, 2016 -- I'll show you a copy here. It just says project management, $404,985.
MR. POPOWICH: What did you say the total was? You said two invoices and what total, counsel, please?

MR. van ZANDVOORT: I'm looking at Appendix 15 to the receiver's second report. The total I was referencing in the 647 B.C. line item was $439,698.

Q Then I showed you an invoice to Dome Mountain from 647 British Columbia Ltd. in the amount of 404,985. It's dated May 30, 2016, Invoice Number 335. Do you recall receiving this invoice?

A Personally, no, I do not. Again, in regards to what that was specifically done for you will have to discuss with the parties because I do not recall.

Q Do you know whose GST number -- I guess that would be 647 B.C.'s? It's their invoice.

A That's what it says at the top, so I would assume.

Q But you don't -- sorry, I just want to make sure your evidence is clear on this. You don't recall if Dome ever got these invoices or if they just went to Frontline Factoring?

A They might have just went direct to Frontline, yes.

MR. van ZANDVOORT: Counsel, can I mark this as Exhibit 2?

EXHIBIT NUMBER 2:

INVOICE NUMBER 335 TO DOME MOUNTAIN FROM 647 BRITISH COLUMBIA LTD. IN THE AMOUNT OF $404,985 DATED MAY 30, 2016

Q MR. van ZANDVOORT: I can take you to other 647 B.C. invoices, but will your evidence be the same?

A It would be the same, yes.

Q 647 B.C., that project management, who is specifically providing that project management from 647 B.C.?
A Well, if that's Mr. DenHollander's company, I guess it would be him. If 647 is Mr. DenHollander's company, then it would be Mr. DenHollander or whoever that he arranged to do what these were handling.
Q Would it be fair to say that you don't really have any knowledge of the particular project management that was provided for the invoices to Dome from 647 B.C.?
A I'm sure they were discussed. I'm sure at some point in time all of that has been addressed, but in the minutia of everything that has gone on in my life, I do not recall that at this moment.
Q Do you recall when Dome Mountain first began working with 647 B.C.?
A I do not.
Q 647 B.C., was their address at 3891 Turner Road?
A To my understanding.
Q That was in Tappen, B.C.?
A Correct.
Q Do you know if that's where their office remains?
A I would assume.
Q Do you know if that's a house or an office?
A I believe it's a residence.
Q Mr. DenHollander's residence?
A Yeah.
Q So there are a number of older invoices which I

understand were repaid to 647 B.C.; is that correct?
A Again, I think a lot of -- to my understanding to recall, that would have been some of the mine operational requirements that were actually done for the mine. Again, I'm speculating on part of that. I'm trying to grasp this and trying to recall.
But yes, I think that a lot of those -- if I recall correctly, they were for operational requirements for Gavin Mines that they needed which then we turned around -- I believe that was part of when we ended up getting shares based on the equity -- or the capital that was being put in, and I think that was part and parcel of how the structure had gone, if I recall correct.
Q There was a number of other invoices from 647 to Dome Mountain. Invoice 257, 261, 264, 302 and 304. I can show them to you. Have these all been repaid?
A I don't know. I don't understand that.
Q Why don't you take a look at them, sir --
A Again, at this stage, if it was being done through Frontline Factoring, that would have to be considered through there. If it was part of the structure of what was being done of the payments that were coming out of the disbursement, then they would have the records of that. I do not have the records of that.
Q Okay.
MR. POPOWICH: Counsel, are these all

listed on Schedule 15, the invoice numbers?

Q MR. van ZANDVOORT: These are, as I understand it, invoices that predated the lending arrangements with Crystal Wealth that have been repaid. I was just wondering, because it predated the Crystal Wealth, if the situation was the same, that those would have been sent, for whatever reason, directly to Frontline or if at that time they would have been sent to Dome.

A At this stage, I don't recall.

MR. POPOWICH: These are not the subject of what we are talking about now?

Q MR. van ZANDVOORT: They are the subject of what we are talking about now, because they came from Frontline, so I'm wondering if they were repaid as opposed to the two that we have listed as being outstanding.

A I understood on part of -- and this is why Frontline was managing the funds that were coming in that were sitting there because there were specific invoices that were to be repaid out of that from the structuring from there.

Q I guess that's my question. If Dome Mountain had no ability to earn income or any assets, how would these --

A We did have assets. We still have assets sitting in the mine. We have 17 percent of the mine that has 220,000 proven ounces of gold.

Q I understand that, sir, I'm just asking how these invoices from 647 would have been repaid. If they

were -- and I don't know. I'm asking for your evidence.
A Again, as to the structure of how that came through, that would have been done through -- the information would be in the hands of Frontline as to --
Q That's all I wanted to know.
MR. POPOWICH: Can I ask for a copy of these? These aren't on the record anywhere; right?
MR. van ZANDVOORT: No, I was going to mark them as exhibits as well. Why don't we mark Invoices 257, 261, 264, 302, 304 all as Exhibit 3, if that works, counsel.
MR. POPOWICH: I want them for the record just to understand. The witness, of course, doesn't have any information about them, but I want to see them.
MR. van ZANDVOORT: Just to be clear for the record, you both have reviewed the invoices. You will get a copy of them.
MR. POPOWICH: Only now.
MR. van ZANDVOORT: Mr. Pahl's evidence, as I understand it, was he doesn't have a recollection of receiving them.
Q They would have been dealt with by Frontline, including the payment of them; correct?
A To my understanding.
Q Thank you.
EXHIBIT NUMBER 3:
INVOICES 257, 261, 264, 302, 304

Q MR. van ZANDVOORT: Do you know who Darrell
Hanson is?
A No.
Q Or David Pow (ph)?
A No.
Q Have you ever had any dealings with Myrna Tattersal?
A I talked to her on the phone once, I think.
Q Do you know what that would have been about?
A It would have been when we were discussing about the
structuring of the purchase of the mine.
Q Do you know when that conversation occurred?
A Several years ago. I don't recall a time or date.
Q Kevin Tattersal, any dealings with him?
A No, not that I recall.
Q Or Almonar Candar (ph)?
A Not to communicate with. I might have been cc'd on an
e-mail or something from him. The name sounds familiar.
Q Do you know who he is?
A At this stage, no, just the name sounds familiar.
Q Xi Doreen?
A Not that I recall.
Q In Appendix 19 of the second report of the receiver --
and I'll put this in front of you, sir. It's a mandate
letter and term sheet to Mr. Darcy Pahl, managing
director for Dome Resources of Canada Inc. You can take
my copy, if you like.
Can you explain what this document is?

MR. POPOWICH: You are not asking him to interpret it.
MR. van ZANDVOORT: Not interpret it.
Q Why was this document entered into?
A The document would have been entered into to purchase Gavin Mines. This was an avenue that was engaged to create and find the funding to do the full purchase of Gavin Mines.
Q So this was entered into with Overseas European Holdings Ltd. it says; right?
A Correct.
Q Do you know who that company --
A That is a company associated with MGE, which is where we ended up through Steve Miller.
Q How was Dome Mountain introduced to MGE?
A Through me.
Q You knew Mr. Miller?
A Yes.
Q How did you know Mr. Miller?
A Actually, I was introduced to Mr. Miller when I was doing the gold forward contracts out of Africa.
Q Who introduced you to Mr. Miller?
MR. POPOWICH: Do we care about any of that?
MR. van ZANDVOORT: Yeah, we do.
MR. POPOWICH: Why?
MR. van ZANDVOORT: Because this lending

arrangement resulted in the funds advancing over $13 million to Dome Mountain.

MR. POPOWICH: This arrangement?

MR. van ZANDVOORT: We are going to get to this, but as Mr. Pahl has already indicated, this addresses -- and we are going to talk about it, but is the bridge funding referred to on page 1 of this agreement not the funding that was ultimately provided by the Crystal Wealth funds?

THE WITNESS: No, this was part of the package that Crystal Wealth looked at. Because we were -- we had an agreement to be able to get funding for the purchase of the mine, so they utilized -- from my understanding, this is what was submitted to Crystal Wealth and their compliance which they came back and said it was acceptable with the insurance that was going to be attached to it.

Q MR. van ZANDVOORT: I understand that, sir. I understand that's your evidence. I'm just asking you, on the first page of this, it indicates -- in the first substantive paragraph that starts Overseas European Holdings, it says, in the second-last line: "To assist in procuring a provision of bridge funding to finance drilling operations at the target, Gavin Mines Inc. --" Do you see that?

A Yeah.

Q The provision of bridge funding, that bridge funding ultimately, as I understand it, was the funding that Dome Mountain received from the Crystal Wealth funds, is it not?

A I'm not sure I would interpret it that way. We were turning around to get the bridge -- our bridge funding that we were looking at getting was for $80 million, and the $80 million was for the access of that.

Part of that, as the agreement, was to make sure that we ended up -- go through and to have the drilling to show that there was additional assets within that would confirm to that level.

Now, if I'm reading it incorrectly -- again, years have gone by, so --

Q I'm certainly not asking you, sir, for a legal interpretation of the document --

A Our intent on this was we had $80 million worth of funding lined up to go through to do the acquisition of Gavin Mines. Part of that was -- based on that was what was submitted to Crystal Wealth.

Crystal Wealth came back and said it was acceptable based on the insurance that was attached to it as well for them to go forward and to factor the loan for us to commence on the initial development of the first stage of the mine.

Q Let's just slow it down for a sec, sir. The intention here was Dome Mountain was going to receive $80 million in financing from MGE to purchase a hundred percent of

the shares in Gavin Mines?
A Correct.
Q Forget about the documents, that was what --
A That was the intent, yeah.
Q You also required -- when I say you, I mean Dome Mountain -- some bridge funding to do some drilling, as I understand it; right?
A There would be funding required to do drilling, yeah.
Q To get that funding, this mandate letter and term sheet we are looking at was entered into, and at that second paragraph, MGE was going to help you get that bridge funding by making sure this insurance policy was in place; is that correct?
A I can't speak for the intentions of their -- all I know is the steps that we took to do it met the requirements.
Q I know, but at some point you must have said: Okay, we need the bridge funding. Guys, we are going to do this term sheet as to what we have to do to get the 80 million. You are also going to help us, MGE, to get the bridge funding, which ultimately came from the Crystal Wealth funds, by putting that bond and insurance policy in place to cover the loan from Crystal Wealth. Is that not what the intention was?
A Well, we factored our agreement of this, which then gave us the funds for us to go ahead and proceed with the drilling.
Q So you are saying you factored --

A We factored this agreement --
Q -- this mandate letter and term sheet to the Crystal Wealth funds in exchange for getting the 13 plus million dollars?
A Correct.
Q And how were you able to factor this agreement before any monies were owing to you by MGE?
MR. POPOWICH: How was he able to factor?
MR. van ZANDVOORT: Yeah, how was Dome --
MR. POPOWICH: He is not the factor. That's Frontline who is agent for Crystal Wealth. So he can't explain how he was able to factor it.
Q MR. van ZANDVOORT: Explain to me the process that you underwent in order to turn this mandate letter and term sheet into receiving $13 million from the Crystal Wealth funds through what you call the factoring arrangements.
A We ended up with this. And we ended up -- there was a proposal of the insurance that was going to be backing this funding.
Q Who was putting forth the insurance -- who was in charge of making sure that insurance was in place?
A That was part of this. And then the insurance was done through BMI. And the funds that were being received from factoring this, a portion of those funds ended up to pay for the insurance, which was, I believe, $680,000 U.S. for the insurance on that.

And with all of those pieces in place, it met Crystal Wealth's requirements and they said yes, we can do this.

Q If you turn to Appendix 20 of the second report, is that the insurance you are talking about?

A Yes. It's through BMI and it was secondarily underwritten by Active, I believe -- sorry -- my misunderstanding on this. It was the -- sorry, the other one for the 2016, I believe it was 680,000 U.S. it was going to be, not the 600,000 Canadian that was on this one.

Q The $600,000 premium that we are looking at at the policy at Appendix 20, who was responsible for paying that?

MR. POPOWICH: Do you mean legally responsible?

Q MR. van ZANDVOORT: As you understood it.

A It was coming out of the proceeds as what we were getting factored against this agreement.

Q So the 13 million that Dome was going to receive from Crystal Wealth, 600,000 of that was to be used to pay this insurance premium?

A Correct.

Q Do you know if that happened?

A Absolutely.

Q How do you know?

A Because we wouldn't have gotten the final coverage if it wasn't paid. And I can recall the communication with Frontline that this was transferred and paid.

And now -- I'm trying to recall. I know on a couple of the initial transactions, I was involved on the transfer with them -- with Jerry with full understanding of it, and I don't recall if I had actually implemented that initial transfer or if Jerry did.

Top of my mind, I would speculate, but I believe it was Jerry that actually had transferred those funds.

Q You said you recall receiving confirmation. Would that have come from e-mail or in a different way?

A I don't know if it was phone call or e-mail.

Q Again, an undertaking to review your records and advise and produce whatever confirmations received.

A Again, coming out of the account, if you end up with account records of it, then that would confirm; right?

UNDERTAKING NUMBER 11:

TO PRODUCE ANY CONFIRMATION RECEIVED WITH RESPECT TO PAYMENT OF THE INSURANCE POLICY (REFUSED)

Q MR. van ZANDVOORT: So walk me through -- so these documents get signed. Dome Mountain receives the approximately $13 million from the Crystal Wealth funds. Jerry and Frontline disburse those monies. What happens between November 2015 when this is all occurring and the following November 2016?

A Well, the drilling was done and it did not come in as high as anticipated as for what was supposed to be coming through on the 43-101s --
Q Sorry, I'm a layman, sir, so if you can just explain to me --
A What happens in the financial realm, 43-101s will go through and it will give a bankable document as to the assets that are being held within the property.
And there was two things that were supposed to have occurred within this time frame. Number one, promised left, right and centre from the B.C. government that there was going to be -- the milling permit was going to be available and was -- it was completed, it was going to be in in any day.
And the milling permit was also mentioned as part of this moving forward and also the amount of proven reserves that was going to come from this additional drilling.
The financing that was available through this did not occur in that time frame.
Q Just for the record, sir, when you say "this," you are pointing at --
A Sorry, I'm pointing -- I actually meant the agreement from --
Q At Appendix 19 of the second report, the 2015.
A Yeah.
Q So you never got any of that $80 million from MGE?

A No. But it was -- again, at that stage, Crystal Wealth was -- and I believe Al Housego was speaking direct with Stephen Miller and the funding was imminent, so they decided to go through and extend it for another year.
And that was when we ended up -- we entered into a second situation, a second agreement with Crystal Wealth.
We also extended this mandate letter and term sheet.
And another year's worth of insurance was structured for them to move forward on and -- or at that stage, they could turn around and they had the option of trying to collect from the insurance company.
They decided to go through and to extend for another year instead because, again, funding was imminent and insurance was restructured again for it to be paid. And again, I believe it was over $600,000 for that.
Q Just on that point, sir, if you could flip to Appendix 23 of the second report?
A Okay.
Q Is that the 2016 insurance policy you are referring to?
A It appears to be.
Q Who was in charge of getting the insurance policy in place for the extension?
A I was involved in communication between MGE, and Frontline and did have calls as well with Al Housego and

with Stephen Miller. And so they had agreed to go through, and so we had this lined up and structured for it to be done and paid.
Q You are pointing at the 2016 insurance --
A The 2016, yes. So they had agreed to do it. The arrangements for that was done with -- the payment had to be done within 14 days. Crystal Wealth decided not to pay it.
Q Pay the insurance premium?
A To pay the insurance premium. And they decided to go ahead without paying the insurance premium. So the insurance was not there, they just went with the agreement that was in hand with an extension.
Q Who from Crystal Wealth decided not to pay the insurance premium?
A I don't know who it was; whether it was Clayton or Al, I have no understanding.
Q As of November 2016, Dome Mountain and yourself at least was aware that Crystal Wealth had made the decision that the insurance premium would not be paid to keep insurance in place to back the funding the Crystal Wealth funds gave to Dome Mountain?
A Correct.
Q What did Crystal Wealth stand to gain by giving the extension while losing the insurance policy that would back the funding?
A I have no clue. I can't speak for Crystal Wealth.

Q Fair enough. You are not here for Crystal Wealth.
Does it not sound commercially absurd that Crystal Wealth would have ever agreed to do that?
MR. POPOWICH: He just said Crystal Wealth's designs. He doesn't have to give a business opinion as to whether it's absurd or not. He is not Crystal Wealth.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: Leading up to November 2016, what were the discussions on the phone with Mr. Housego and Mr. Miller and yourself concerning?
A About doing the extension and about putting -- getting the insurance in place.
Q Do you recall any discussions as to why the insurance would not be put into place?
A Well, no, because that was why we ended up taking the time to go ahead and have the insurance put there so that it would cover -- you know, meet their previous criteria, which was that they needed the insurance on it.
So we ended up -- again, complied to their request, had it in place, it was ready -- they had 14 days to pay for it to be in place and they didn't.
So I don't have -- I don't know their reasons. I don't understand what they have done, all I know is that was the events as they occurred.
Q Aside from Mr. Housego, at that time, were you ever

aware of anyone else from Crystal Wealth dealing with this lending arrangement or insurance policy --
A All that I heard -- Mr. Housego, when he would end up doing things, it always had to be approved by head office, and he was always mentioning Clayton and compliance, so that's all that I knew.
Q I sent your counsel in response to a request he had made a copy of a deed of guarantee dated November 4th, 2016. I'm sure your counsel shared that with you.
MR. POPOWICH: Are you?
MR. van ZANDVOORT: I would imagine that's why you asked for it, sir.
MR. POPOWICH: Are you?
Q MR. van ZANDVOORT: Did your counsel share that with you?
A Yes.
Q Can you explain to me why this document was executed?
A Part of their compliance requirements, to my understanding.
MR. POPOWICH: Double-sided copy.
MR. van ZANDVOORT: We will mark this as Exhibit 4.
EXHIBIT NUMBER 4:
DEED OF GUARANTEE DATED NOVEMBER 4, 2016
Q MR. van ZANDVOORT: Can you just explain to me who prepared this agreement?

A Well, it wasn't me. I ended up receiving it via Frontline, so I would assume it would have been done by -- again, I'm assuming. It would have been done by compliance or approved by compliance for Crystal Wealth.
Q Now, Crystal Wealth is not a party to it; right?
A No, Crystal Wealth isn't a party.
Q It's just the shareholders of Dome Mountain Resources of Canada Inc., Dome Mountain Resources of Canada Inc., and MGE Corporation?
A Okay, sorry, this one here, then, is -- my apologies on that. This is actually for part of the insurance that's required. Because if insurance is going to be paying out on this, they would have to have a charge over the shares of the mine if they were going to be paying out. So they would be --
Q Who was supposed to have the charge?
A Well, it would be MGE and/or the insurance company.
Q A charge over the shares of Dome or the charge over the shares of Gavin Mines?
MR. POPOWICH: The agreement is going to speak for itself.
MR. van ZANDVOORT: I'm just asking him what his understanding was --
THE WITNESS: Whatever amount of shares that were being held in Gavin Mines by Dome Mountain. Because Dome Mountain at the end of the day was going to be purchasing Gavin. So whatever funds we were putting

into it, we were receiving shares based on the funds that had been put into Gavin for operations.
Q MR. van ZANDVOORT: The recital at "D" says that it's MGE, which is defined as the guarantor, which procured the performance guarantee, which I understand to be the insurance policy --
MR. POPOWICH: Recital at "D"?
MR. van ZANDVOORT: Yes, as in David.
MR. POPOWICH: The guarantor has procured a performance guarantee. And what are you --
Q MR. van ZANDVOORT: You had said to me, Mr. Pahl, your understanding was, it was up to Crystal Wealth to pay the premium. Whereas, as I read Recital "D", it indicates that MGE had already procured the insurance policy, does it not?
MR. POPOWICH: You are asking him to interpret it?
MR. van ZANDVOORT: Was that not his understanding.
Q What did you understand when you signed this document?
A Well, we had to cover the insurance.
Q When you say "we" --
A Dome had to cover the insurance on behalf of this moving forward. Because the insurance was backing the mandate date letter, term sheet.
Q So MGE would get the insurance policy in place, but it was up to Dome to pay the premium?

A Correct, from my understanding. That was how we did it and that was how that it was understood.
Q Were there discussions with anyone as to, okay, guys, who is going to pay this premium and when, in November 2016?
A So you are talking about the second routine?
Q Yeah.
A Yeah, that was part of what was going to be coming out from Crystal Wealth and Frontline Factoring.
Q So when the new documentation was signed in November 2016, did Dome Mountain receive additional funds from the Crystal Wealth funds?
A No. No, all that it was was just -- it was just an extension with the adding on of the interest payments, et cetera, in that time frame.
Q So you had understood, though, that there was still 600 and --
A Six hundred and thirty thousand, I believe, was what that payment was supposed to be in here.
Q So you had understood that there was still 630,000 --
A Yeah, it was going to be made available, from my understanding.
Q Let me just repeat so it's clear for the record.
With respect to the November 2016 performance guarantee, you had understood that Dome Mountain still had in its account $630,000 from the 2015 funding from Crystal Wealth to pay this premium?

A No, I don't think we had it in the account. That was
being -- that was going to be factored against it.
Q What do you mean it was going to be factored against it?
A We were going to be receiving -- you know, that would be
part of the agreement of what we were going to be paying
back to Crystal Wealth at the end of the term which
would be covered from -- there was going to be an
additional 630,000 to cover that.
Q Okay. So you had understood the Crystal Wealth funds
somehow would pay the $630,000 premium and that would
just be added to the indebtedness owing by Dome
Mountain?
A Correct.
Q Do you recall any particulars of when exactly you
learned in November 2016 that the premium was not going
to be paid and that the policy was not in place?
A After the deadline. I was called and, you know, was
this not paid, and then I had -- I believe at that time
was when I spoke with Jerry and they said they decided
not to do it; Crystal Wealth decided not to pay it.
The reasons, I don't know. I can't speculate.
Q That was sometime in November 2016, you said?
A Yeah. It would have been after the deadline for the
payment on it.
Q Do you know who Chris Brierley is?
A No. Oh, Chris Brierley. There is an attorney out of
London that might have been utilized by MGE that that's

the name. Otherwise, I just -- yeah, I don't recall.
Q Just so you know, I got that from the November 7, 2015 mandate letter and term sheet. It was signed by Overseas European Holdings Ltd., attention chrisbrierley@raglaw.com.
A Okay. That's where I recall the name from, then, would have been from their attorney, MGE's attorney.
Q Did you deal with anyone else from MGE other than Stephen Miller?
A Stephen Miller was the main party that I had dealt with. If there's others, I don't recall at this moment.
(DISCUSSION OFF THE RECORD)
Q MR. van ZANDVOORT: Do you recall anything, sir, about the share price for Gavin Mines needing to be renegotiated and that one of the shareholders of Gavin Mines was willing to sell his shares at a substantially discounted amount?
A I do recall something about that. And I think when the milling permit was drug out, which is what everyone was anticipating, which would increase the value of the mine significantly once that was in place, I believe that was why that could have happened, as I recall.
Q Did MGE ever agree to -- sorry, let me rephrase.
Was the acquisition price for the Gavin Mine shares ever reduced from 80 million to 36 million?
A I do remember -- and I think that was for a portion thereof of the shares instead of the full amount.

Again, without reviewing, I don't recall specifics at this moment.
(DISCUSSION OFF THE RECORD)
Q MR. van ZANDVOORT: Was an M1 43-101 report ever produced using the Crystal Wealth funding to Dome Mountain to provide a valuation of the asset?
A There was from the mining -- sorry, from the drilling -- from the drilling there was new 43-101s that were produced.
Q Can I have a copy of those, please?
MR. POPOWICH: Same as everything else.
UNDERTAKING NUMBER 12:
TO PRODUCE NEW 43-101S USING THE CRYSTAL WEALTH FUNDING TO DOME MOUNTAIN TO PROVIDE A VALUATION OF THE ASSET (REFUSED)
Q MR. van ZANDVOORT: To this day, has any funding or any monies been advanced by MGE to Dome Mountain as contemplated by the 2015 and 2016 mandate letter and term sheets?
A No.
Q I sent your counsel the document entitled "Factoring Agreement" dated November 4th, 2016.
Do you have that there, counsel?
MR. POPOWICH: What are we looking for?
MR. van ZANDVOORT: Factoring agreement dated November 4th, 2016.

MR. POPOWICH: I have a 4 November 2016 factoring agreement between Crystal Wealth Management System Ltd. in trust with Dome Mountain Resources of Canada Inc., if that's what you are looking for.

Q MR. van ZANDVOORT: Do you recall why in November 2016 -- again, you structured this as a factoring agreement as opposed to bridge financing or a typical loan agreement?

A Because we were factoring.

Q Who prepared this document?

A Again, that would have been Crystal Wealth.

Q Were you with Bob Maljaars when you and him signed it?

A I believe I signed it and I think Bob Maljaars -- I don't know if he signed it at their office or exactly what happened at that time.

Q Why is Mr. Maljaars listed as a director of Dome Mountain Resources?

A He was initially going to be a director on that. And the paperwork was never commenced.

EXHIBIT NUMBER 5:

4 NOVEMBER 2016 FACTORING AGREEMENT BETWEEN CRYSTAL WEALTH MANAGEMENT SYSTEM LTD. IN TRUST WITH DOME MOUNTAIN RESOURCES OF CANADA INC.

Q MR. van ZANDVOORT: And there's two invoices from Dome Mountain Resources to MGE, one dated November 11, 2015 -- I'll hand it to you now -- for 80 million,

and one a year later dated November, 2016 for 36 million. Do you recall these invoices from Dome Mountain?
A I believe these were actually generated by Frontline Factoring to meet their requirements.
Q So Frontline generated invoices from Dome Mountain?
A To my recollection.
Q And that was just done to paper the funding that Dome Mountain was going to receive in November 2015 which was then extended in November 2016 from the Crystal Wealth funds; correct?
A Correct.
MR. van ZANDVOORT: We will mark those Exhibit 6, counsel? That's Dome Mountain Invoice 25 and 26 to MGE Corporation Ltd. That's fine?
MR. POPOWICH: It's your examination. As to whatever use or whatever, it's up to you. I simply want to see them for the record.
EXHIBIT NUMBER 6:
TWO INVOICES FROM DOME MOUNTAIN RESOURCES TO MGE, ONE DATED NOVEMBER 11, 2015 FOR 80 MILLION AND ONE DATED NOVEMBER, 2016 FOR 36 MILLION
Q MR. van ZANDVOORT: Have any of the shares of Dome Mountain Resources ever been issued to Overseas or MGE?
A No.

Q You still retain a hundred percent of the shares?
A Correct.
Q I want to go back to the mandate letter and term sheet which I took you to at Appendix 19 of the second report. That's the November 2015 mandate letter and term sheet.
I'll put that in front of you, sir. You will see in Section 1 there is a number of bridge funding conditions?
A Right.
Q Were those conditions fulfilled, sir?
A Well, some of these, in regards to -- for the final funding, there would be additional regulatory approvals, et cetera, that would be required.
The funding was not put in place, so those there would not have been met.
Q Who was the -- in subparagraph 1.1(b), who was the -- it says: "Provider of such bridging loan facility." Who was that provider of the bridging loan facility?
A It says compliance by Dome in the target was provided such loan facility --
MR. POPOWICH: Reading. The gentleman can only read what the agreement says.
Q MR. van ZANDVOORT: I understand that.
A I'm not sure what you are referring to on that --
Q But you entered into this agreement and your company received $13 million after it was executed from the Crystal Wealth funds.

A Right.
Q I'm putting to you, sir, that the provider of the bridging loan facility was the Crystal Wealth funds, but that others involved, not saying it was your idea, told you to structure this with factoring agreements and by generating invoices since that wasn't the purpose of the factoring of hedge funds.
So I'm just quite simply asking you, can we not just agree that the provider of the bridging facility was the Crystal Wealth funds, that's where you got the money?
MR. POPOWICH: You can make the conclusion as you want. We understand --
Q MR. van ZANDVOORT: Mr. Pahl --
MR. POPOWICH: -- sorry, your theory, but you can make the conclusion that you want.
Q MR. van ZANDVOORT: A lot of investor money is missing. And quite simply, you have an opportunity, Mr. Pahl, today to provide truthful evidence and truthful testimony to say: You know what, I was asked to do things this way, I was asked to do a factoring agreement, I was asked to do invoices that Frontline prepared, but the truth of the matter is, the funding received from the Crystal Wealth funds was bridge funding, that's what it says in this mandate letter and term sheet, and you know what, they are never going to get repaid. Is that not just true? It seems like an

honest --

MR. POPOWICH: Counsel, those are all improper. That's not a proper question. You can ask about facts. You can make whatever argument --

MR. van ZANDVOORT: -- ask his knowledge and belief.

MR. POPOWICH: I'm sorry, I don't think a belief is going to be relevant. You can ask about his knowledge, and he has answered, so --

MR. van ZANDVOORT: So you are disagreeing?

Q You are going to tell me truthfully under oath, sir, today that you disagree with what I just said?

MR. POPOWICH: That is both argumentative, improper, calls for an opinion, is unfounded. And I went so far as to ask you two gentlemen if there are investors which have lost money and what the total amount is.

I can't accept what you have said, and I will instruct the witness not to answer. So counsel, stick with facts as factual questions.

(OBJECTION TO A QUESTION)

Q MR. van ZANDVOORT: You have already admitted that over $13 million is owing to the Crystal Wealth funds.

MR. POPOWICH: It's not an admission, sir, it is a documented transaction backed by a factoring agreement that was made. This isn't a matter of guilt or innocence.

MR. van ZANDVOORT: Let me just get back to my examination.

Q Has any amounts been repaid by Dome Mountain to either the Crystal Wealth funds or Frontline Factoring at any time?

MR. POPOWICH: Sorry, does any money get flowed to Frontline?

MR. van ZANDVOORT: I'm asking at anytime has money flowed in the opposite direction --

MR. POPOWICH: That isn't what you asked.

MR. van ZANDVOORT: Then let me rephrase.

Q At anytime, has any money flowed from Dome Mountain to either Frontline Factoring or to any of the Crystal Wealth funds in receivership?

A That would have to be verified by Frontline which was turning around and controlling the account as to how they were addressing the funds back and forth to Crystal Wealth.

Q So you have no idea?

A To answer it to say that yes there was or no there wasn't, I cannot state that specifically.

Q At anytime, did Dome Mountain receive money from any other entity other than the Crystal Wealth funds?

A No.

Q On page 9 of the November 2015 mandate letter and term sheet, were these condition precedents met as listed on the chart?

MR. POPOWICH: You are asking him if OEH's conditions were met?

Q MR. van ZANDVOORT: Do you have any recollection of any discussions about issues with these conditions precedent?

A To my understanding, most of these would have been done -- as the payment would have come from the funding, those would have to be met for the funding to be released.

Q Did Dome Mountain do everything that it could, in your opinion, to fulfill the conditions of the mandate letters and term sheets of MGE in order to obtain the financing?

A Until the financing was in place and ready to be distributed, a lot of these could not be addressed.

Q On page 11, information required by MGE at the bottom row included but was not limited to Dome Mountain's annual audited accounts and updated cash flow model, semi-annual report detailing technical operating and financial performance of systems and cash management reports.

Were any of those documents ever generated at any time by Dome Mountain?

A Projections were done by Gavin Mines at the initial, which I had previously alluded to. And in regards to this, again, that would not happen until things were in

place and ready to be distributed.
Q So the answer is they were never prepared?
A Not at that stage, because they weren't required.
Q And they haven't been prepared subsequent --
A Because it's not ready to be distributed.
Q So where do things currently stand with MGE and Dome Mountain?
Does Dome Mountain still have dealings with MGE or has all of this just failed and it's done and over with?
A MGE is still in -- it's still in pursuit of getting the financing in place for this. They have still committed to do that.
Q Why is MGE -- as I understand from what you have said, it's not MGE's problem in obtaining the financing, it's the fact that Dome Mountain has not satisfied conditions precedent to obtain the funding under the term letters.
MR. POPOWICH: Where did that come from?
Q MR. van ZANDVOORT: Is it Dome Mountain's position that under the -- let me rephrase.
Counsel, let me rephrase.
Is it Dome Mountain's position that under the 2016 mandate letter and term sheet all conditions have been met to obtain the funding from MGE Corporation Ltd.?
MR. POPOWICH: We are not here for positions. Facts.

Q MR. van ZANDVOORT: Factually, does Dome Mountain say that it has met the requirements of the mandate letter and term sheet to obtain that financing?

MR. POPOWICH: That's the same thing.

MR. van ZANDVOORT: Why don't you just give an answer to the question.

MR. POPOWICH: I'm sorry, that's the same thing. I don't give answers. Again, you know the rubric, counsel.

MR. van ZANDVOORT: I certainly do. I would like an answer.

MR. POPOWICH: You let me speak or we are done. You can move on, but there's an objection on the record.

(OBJECTION TO A QUESTION)

Q MR. van ZANDVOORT: At Appendix 25 of the second report, there's an invoice summary from Frontline Factoring Inc., and it states that: MGE Corporation Limited, and it's dated November 22, 2016, was unable to close on the funding of the Gavin Mines as the number did not substantiate the purchase price, although we had an insurance policy covering the performance of MGE.

As the deal has been restructured at a lower price, MGE will now be able to fund the share purchase and insurance company is willing to reissue a new policy at an increased amount to cover the added factoring fees.

Were you ever given a copy of this invoice summary prior to seeing it in the second report?

MR. POPOWICH: Now you have begged the question again.

Q MR. van ZANDVOORT: Have you ever seen this document, sir?

MR. POPOWICH: Other than in preparation for what we are doing now?

THE WITNESS: I don't recall.

Q MR. van ZANDVOORT: Who would have negotiated the lower share price with Gavin Mines? Would that have been you or Mr. Maljaars?

A I believe it was Mr. Maljaars.

Q Do you know who his discussions would have been with?

A Again, speculating, more than likely would have been Lloyd Tattersal.

Q I sent your counsel a copy of the security agreement executed by Dome Mountain in favour of Crystal Wealth dated November 4, 2016.

A Okay.

Q Again, if you just turn to page 8. I'm just looking to confirm that you did sign this on behalf of Dome Mountain?

A That appears to be my signature.

Q Do you recall if you were with Mr. Maljaars when he signed it also?

A I don't believe so.

Q Again, would the process have been that this would have been e-mailed to you by Frontline to sign and you would have sent it back?
A Yeah. Because Mr. Maljaars is in the Lethbridge area and Frontline Factoring is in the Lethbridge area, he probably would have done it at the office.
Q I know we talked about the invoices that Dome and IC Commerce had from 647 B.C. and you didn't have specific recollections of what the project management services were.
Do you have specific recollection of what the consulting services were as provided by 156 Alberta?
And again, these invoices are appended at Appendix 32 of the receiver's second report, and they are in front of you now. It's Invoices 221 and 222.
A No, those specifics you would have to address with them.
Q With who?
A With 156.
Q Who would I seek to address this with with 156?
A Whomever 156 is. That is -- no, I don't recall.
Q 256 issues invoices to Dome Mountain and IC Commerce, including the two that I've put in front of you now, for over a million dollars in principal, and you don't know who I should ask -- who from 156 Alberta was dealing with those invoices?
A Again, I had mentioned as to how that part was all handled in regards to it, and no, at this moment I do

not have that information. I do not recall.
Q I'm just asking for the individual's name from 156 Alberta who would know.
A I don't know. For me it would be speculation right now.
Q Do you recall receiving the invoices from 156 Alberta?
A No.
Q Do you think those were sent directly to Frontline?
A Yes.
Q Do you know whose company that is?
A I could not say whose company that is.
Q Do you have, and I'm speaking about you and Dome Mountain, any investments that you are part of with Al Housego?
A No.
Q Jerry Froese?
A No.
Q Bob Maljaars?
A No, I have no investments with any of them.
Q David DenHollander?
A No.
Q What was David DenHollander's role in this financing that we have been discussing about this morning?
A Well, I know that he had put up security as to part of helping to get the mine financed before we had actually stepped into some of this as well. His ongoing role you will have to discuss with him.
Q When is the last time you spoke with or had any

communications with David DenHollander?
MR. POPOWICH: That's not at all relevant.
MR. van ZANDVOORT: Of course it is.
MR. POPOWICH: No, it is not.
MR. van ZANDVOORT: David DenHollander's company has issued invoices to Dome Mountain that are at issue.
MR. POPOWICH: You want to know when people spoke? I don't think so, counsel.
MR. van ZANDVOORT: I asked when the last time they communicated. There is no privilege there.
MR. POPOWICH: It's not relevant to the affairs of the bankrupt --
MR. van ZANDVOORT: It's the invoices --
MR. POPOWICH: And there darn well may be privilege there, given what I knew in this place --
MR. van ZANDVOORT: Counsel, come on.
MR. POPOWICH: Counsel, objection. Take your shot at that with the judge.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: What security was put up by David DenHollander with respect to the Dome Mountain financing?
A I'm not sure of the particulars, I just understood that he had put some security up.
Q What did you understand he put up?
A I believe he had some property, so I'm not sure what.

Q Where? Do you know?
A You will have to discuss that with him. I'm not aware of his personal --
Q Sure. And who would have given you that understanding? David?
MR. POPOWICH: What understanding?
Q MR. van ZANDVOORT: That David put up security in connection with Dome Mountain's factoring --
A I can remember speaking -- I'm not sure if it was direct with Dome Mountain or what, but it was at one stage with Frontline Factoring that there was property that was put up for Frontline Factoring. So whether or not that was specific to Crystal Wealth, I don't know.
Q Do you know David DenHollander on a personal level?
MR. POPOWICH: That's not relevant, either.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: Of the individuals we spoke about, Robert Maljaars, Jeffrey Maljaars, David DenHollander, Al Housego, Jerry Froese, Stephen Bandola, Clayton Smith, do you have personal relationships with any of them?
MR. POPOWICH: None of that is relevant. Obviously after doing business with people, you are going to have a personal relationship in some regards, but it doesn't get you, counsel, to anything necessary for the administration --

MR. van ZANDVOORT: Have you ever taken --
MR. POPOWICH: Excuse me, and Madam reporter has already asked you -- to the administration of the affairs of Crystal Wealth.
MR. van ZANDVOORT: I'm going to put the questions on. You can go ahead and refuse them.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: Have you ever vacationed with any of the individuals I just named?
MR. POPOWICH: Just let him go. Let him ask.
Q MR. van ZANDVOORT: If you want to answer it, answer it. It's up to your counsel whether he is going to let you. Have you?
A I listen to my counsel.
Q That's a refusal?
MR. POPOWICH: Counsel, that's an improper question --
MR. van ZANDVOORT: It is not at all an improper question.
MR. POPOWICH: In any event, keep moving.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: Based upon Dome Resources' current operations, is it fair to say that there is no prospect of repayment of the amounts which have been advanced by the Crystal Wealth funds?
MR. POPOWICH: He doesn't have to express

an opinion.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: Is it Dome Mountain Resources' intention to repay the amounts owing to Crystal Wealth --
MR. POPOWICH: The intentions are not the subject matter, either.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: Is the money going to be repaid, Mr. Pahl?
MR. POPOWICH: Which money?
MR. van ZANDVOORT: The monies advanced to Dome Mountain.
MR. POPOWICH: By whom?
MR. van ZANDVOORT: The Crystal Wealth funds.
Q Is it going to be repaid, Mr. Pahl?
MR. POPOWICH: I think that would all depend, wouldn't it.
MR. van ZANDVOORT: I would like Mr. Pahl's evidence, counsel. This is pretty important.
MR. POPOWICH: That's speculative. No, sir. You have the authority of the receiver. Actions are stayed. You have represented to the court that the only recovery is against the merchant. The agreements provide that you may request that the receivable be repurchased. You will take your legal positions and the steps that you require.

But even if he was to say: I'll repay it when we finance the mine, would that make a wit of difference? No.

MR. van ZANDVOORT: Thank you for the speech, counsel, but it's entirely unnecessary.

(OBJECTION TO A QUESTION)

Q MR. van ZANDVOORT: Is there any at this time -- any current operations being undertaken to still attempt to acquire additional shares of Gavin Mines by --

MR. POPOWICH: Additional shares?

MR. van ZANDVOORT: Yes.

MR. POPOWICH: Why would anyone be looking for additional shares?

MR. van ZANDVOORT: Because they tried to finance the acquisition of a hundred percent of the shares of Gavin Mines. That is what this is all about, counsel.

MR. POPOWICH: But additional shares, how does that have anything to do with the affairs of Crystal Wealth?

MR. van ZANDVOORT: Because we have security over Dome Mountain, counsel. We have security over all of the shares that they hold in Dome Mountain --

MR. POPOWICH: So make a demand for them. A prospective business, as near as I can determine, isn't at all relevant.

MR. van ZANDVOORT: It's completely relevant, but I understand --

MR. POPOWICH: You have my objection.

MR. van ZANDVOORT: -- because you don't want to disclose what is going on.

MR. POPOWICH: I don't think, counsel, you have a clue as to why I make an objection, unless I state it on the record. You may have a prescience that I'm not aware of, but insofar as you do not, we will leave it there.

(OBJECTION TO A QUESTION)

Q MR. van ZANDVOORT: The mandate letter and term sheet referenced a number of bank accounts to be opened; an Opex reserve account, a maintenance reserve account, a blocked account, a common account and a general account. Were any of those accounts ever established by Dome Mountain Resources?

A No, not until the funds were going to be available, and then to establish them would only take days, so -- none of that was done.

Q Who is Christina Dowling?

A That's the lady that I referenced to earlier with the illness.

Q What was her role or involvement, if any, with Dome Mountain Resources of Canada --

A Just witnessed my signature.

Q Who is Ronald George Nebone (ph)?

A No idea.
Q When is the last time you have had any communications with Stephen Miller from MGE Corporation?
MR. POPOWICH: Why is that relevant?
MR. van ZANDVOORT: Because I'm trying to understand what if any discussions they have had about obtaining the financing which could result in the repayment of the funds advanced by the Crystal Wealth funds --
MR. POPOWICH: That is irrelevant. Again, that is one heck of a stretch. You have --
MR. van ZANDVOORT: Well, they have factored --
MR. POPOWICH: Yell all you want. Objection.
MR. van ZANDVOORT: Nobody is yelling. So please don't say that just for record.
MR. POPOWICH: Yell all you want. Objection.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: You factored invoices from Dome Mountain to MGE Corporation is your evidence?
MR. POPOWICH: He doesn't factor. He is not the factor.
Q MR. van ZANDVOORT: Your evidence was Dome Mountain factored the mandate letter and term sheet and received funds from the Crystal Wealth funds based on the invoices generated from Dome Mountain to MGE;

correct?
MR. POPOWICH: It's an arrangement.
MR. van ZANDVOORT: So how is it not relevant as to when he has last had communications with MGE who was the debtor of those very invoices?
MR. POPOWICH: I don't think he is asking you. Objection. And I don't answer questions.
MR. van ZANDVOORT: Nobody is asking you, counsel. I would appreciate if you would let your client talk.
MR. POPOWICH: I objected.
(OBJECTION TO A QUESTION)
Q MR. Van ZANDVOORT: So you are not going to tell us when you last communicated with Stephen Miller? Hello?
A I am listening to my counsel.
(OBJECTION TO A QUESTION)
MR. POPOWICH: Might we as a courtesy take it tense forth that where there is an objection, it will be understood that my client will follow it, and therefore, we need not do what I understand to be in this jurisdiction is not done. If we might have that agreement, counsel?
Q MR. van ZANDVOORT: What lawyers were involved with the lending arrangements we have been discussing with today on behalf of Dome Mountain Resources?
MR. POPOWICH: What lending arrangements?

Q MR. van ZANDVOORT: That resulted in funds being advanced by the Crystal Wealth --

MR. POPOWICH: Are we talking the factoring agreement?

MR. van ZANDVOORT: We are talking about which lawyers were involved on behalf of Dome Mountain Resources in the negotiations with MGE in the Crystal Wealth funds that resulted in more than $13 million being advanced to Dome Mountain.

MR. POPOWICH: That's really an omnibus question. I think you can ask him if there were lawyers with MGE, you can ask him if there were lawyers with Crystal Wealth, but you cannot make a summary of the evidence, as you understand it. So counsel, facts again, please.

(OBJECTION TO A QUESTION)

Q MR. van ZANDVOORT: Did Dome Mountain Resources have a lawyer involved on its behalf in dealing with any of the agreements or lending arrangements we have discussed today?

MR. POPOWICH: Now I'm going to ask, why is that relevant?

MR. van ZANDVOORT: Because I would like to know who potentially has records concerning these arrangements.

MR. POPOWICH: I think you can ask are there any other parties. Asking about a lawyer is

privileged.
MR. van ZANDVOORT: No, it's not.
MR. POPOWICH: I just said it is, and it was. Even the retainer of one is.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: Do you know if MGE Corporation, aside from the lawyer we discussed earlier, had legal counsel involved in the arrangements we've discussed today?
A The only one I knew of was the gentleman that was on there. I have no understanding of anything else.
Q Did the Crystal Wealth funds or Crystal Wealth Management System Ltd. have a lawyer involved in the arrangements we have discussed today, to your knowledge?
A They said their compliance department was the one that was going over it. What their compliance department was is them. I do not know their structure.
Q What about Frontline Factoring Inc., did it ever have a lawyer dealing on its behalf with Dome Mountain in respect of any of these matters?
A I could not state yes or no.
Q Other than the factoring arrangements mentioned in this receivership proceeding, has Dome Mountain and Frontline done any other business dealings with one another?
MR. POPOWICH: Sorry, what do you want to know?
Q MR. van ZANDVOORT: Aside from the arrangements

in this proceeding, has Dome Mountain done any other business dealings with Jerry Froese from a factoring --
MR. POPOWICH: There was a little information at the outset, but that's not at all relevant to the administration of the affairs of Crystal Wealth.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: What is the business of MGE Corporation, to your knowledge?
A Project financing. And I believe that they have been involved in some housing projects in various countries.
Q Now, on November 8, 2017, you sent an e-mail to Jerry Froese from Frontline saying: MGE has been finalizing the insurance verbiage with an SMP-rated insurer.
Which insurer?
A At that stage, I'm not sure if that was with -- can I see the letter?
Q Yeah, of course.
A Now, at that stage -- I'm trying to recall on that, if that was one that was being done out of South Korea. But I don't recall the name of the actual insurer when the discussion had taken place.
Q This is about three and-a-half months ago.
A Right.
Q And you mentioned MGE's law firm. Which law firm?
A Well, if it was being done out of South Korea at the time, he would have one there. If they were doing the

discussion out of London, it probably was the Chris gentleman that might have been -- that was listed there previously.

MR. van ZANDVOORT: We will mark this Exhibit 7, being the e-mail from Darcy Pahl to Jerry Froese, Wednesday, November 8, 2017.

MR. POPOWICH: May I ask if that's the whole of the e-mail? Or is there a part of the text that is missing, counsel?

MR. van ZANDVOORT: Whole of the e-mail other than privileged within our office.

MR. POPOWICH: Thank you.

MR. van ZANDVOORT: We will include in the exhibit, of course, the e-mail from Mr. Froese which led to Mr. Pahl's response, which is Mr. Froese's e-mail of November 1st.

EXHIBIT NUMBER 7:

E-MAIL FROM DARCY PAHL TO JERRY FROESE,
WEDNESDAY, NOVEMBER 8, 2017

Q MR. van ZANDVOORT: I want to just show you two news releases from the Metal Mountain Resources Inc. website. One is dated January 11th, 2016 and the other is dated February 9th, 2017.

If you could just take a moment to read those, specifically with respect to what I want to know, being, are any of the agreements mentioned in these news releases agreements to which Dome Mountain Resources is a party?

MR. POPOWICH: This is a press release of Metal Mountain Resources, and you want to know if they reference agreements made --

MR. van ZANDVOORT: I think my question was pretty straightforward, which was are the agreements referenced in these news releases agreements to which Dome Mountain Resources is a party.

MR. POPOWICH: I don't know how somebody can comment on somebody else's press release.

MR. van ZANDVOORT: For example, if it said an agreement and a date and the name of the agreement and my company had entered into it, it might say yes, we entered into an agreement --

MR. POPOWICH: Can you show me where there is a mention of an agreement -- let's be fair to the witness and show me where there is a mention of the agreement, counsel --

MR. van ZANDVOORT: I will be very fair to the witness because it's you and the witness that are reading the news release --

MR. POPOWICH: And I don't see what you are speaking of. Like I don't see an agreement referenced with Dome Mountain.

MR. van ZANDVOORT: Of course you don't. That's what my question is.

Q Are any of the agreements referenced agreements to which

Dome Mountain is a party?
A If we were a shareholder of the company, I guess -- you know, anything that is being referenced --
Q But let's take an example. Because, again, we don't want to make this sound on the record that it's a complicated question.
The January 11th, 2016 news release you are reviewing indicates: We are pleased to advise that Metal Mountain Resources Inc., Gavin Mines Inc., Grace Mining Inc., and two other shareholders of Gavin Mines Inc. have collectively renegotiated the January 29, 2015 agreement and various other agreements and amending agreements.
So we have already established today --
MR. POPOWICH: What's the January 29th agreement?
MR. van ZANDVOORT: Thank you. That's what I'm trying to get at, sir. Can you let me continue?
MR. POPOWICH: We are renegotiating a January 29th agreement, which I have never seen.
MR. van ZANDVOORT: I'm not asking for your evidence, counsel, I'm asking for your client's evidence.
We have established today that Dome Mountain Resources is a shareholder of Gavin Mines. This news release sets out an agreement entered into by Gavin Mines, amongst others, including shareholders of Gavin

Mines that could potentially be Dome Mountain Resources.

MR. POPOWICH: If I'm to get this, you are saying is Dome Mountain Resources a party to the January 29, 2015 agreement referenced in the second sentence? That's the question?

MR. van ZANDVOORT: That was part of my question.

MR. POPOWICH: Well, that's an okay question, now that I know what you are talking about.

So there is a 29 January, 2015 agreement mentioned, and I think counsel wants to know if Dome Mountain Resources is a party.

THE WITNESS: There have been multiple renegotiations and amendments as things have been delayed for financing, and that could be what it's referring to.

MR. van ZANDVOORT: We will mark these news releases Exhibit 8.

EXHIBIT NUMBER 8:

TWO NEWS RELEASES FROM THE METAL MOUNTAIN RESOURCES INC. WEBSITE DATED JANUARY 11TH, 2016 AND FEBRUARY 9TH, 2017

Q MR. van ZANDVOORT: I take it you had no direct involvement in the renegotiation of these agreements?

MR. POPOWICH: You are begging a question again.

Q MR. van ZANDVOORT: Did you have any involvement in the renegotiations of these agreements, Mr. Pahl?
MR. POPOWICH: I think what his evidence was he doesn't know what the agreements are.
MR. van ZANDVOORT: -- guessing what --
MR. POPOWICH: He said there are a lot of agreements, I don't know. So if there is an agreement -- you have to establish there was an agreement --
MR. van ZANDVOORT: That's what I said --
MR. POPOWICH: And which one -- no, counsel, you can't say -- I don't know what agreements you are talking about. Did you have a role in negotiating them.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: In October 2016, prior to the extension of the financing that we discussed --
A The factoring, yeah.
Q Was there any discussion of Mr. Miller putting up a mine in Australia as security?
A I believe, if I remember or recall correctly, he was structuring financing against another mine and was going to attempt to tie Dome's financing with that, so that way it would be a bigger basket to work with, to my recollection.
And again, that's speculation of trying to remember exactly what that conversation was about.

Q At the end of the day, no arrangements were finalized in that regard to put that other mine up as security or to pay the Crystal Wealth indebtedness?
A No, nothing had been structured.
Q And around that time, there's reference that Jordan was waiting for a release of some sort. I believe that was Jordan McBean?
A Correct.
Q What was the release for?
A There had been multiple statements by Mr. McBean of things that -- financing that was coming in or things that were occurring which have not occurred. What particular one that is being referred to, I couldn't tell you.
Q Where does Mr. McBean work?
A He had his own company. He was an ex-RCMP commercial securities guy that ended up -- he had his office in -- oh, gosh, just off -- by Southcentre here just south of Calgary.
Q Do you have contact information for him currently?
A No. He has moved. He has -- I do not. I may have a phone number for him, and that's it.
Q Could you just provide us with your last known contact information for Mr. McBean?
MR. POPOWICH: As with everything else, no, but I will be reassessing it.
MR. van ZANDVOORT: I'm not sure why that is

necessary, counsel.
MR. POPOWICH: For a raft of reasons.
UNDERTAKING NUMBER 13:
TO PROVIDE THE LAST KNOWN CONTACT
INFORMATION FOR MR. MCBEAN (REFUSED)
Q MR. van ZANDVOORT: Just so I understand, what was Mr. McBean's role in the funding that Dome Mountain received from the Crystal Wealth funds? What is his relevance or role in all of this?
MR. POPOWICH: You are asking him to identify relevance? I don't think so, counsel.
MR. van ZANDVOORT: Not to get cute with words.
Q What was Mr. McBean's role in all of this?
MR. POPOWICH: All of what?
Q MR. van ZANDVOORT: Why are you talking about Mr. McBean in e-mails in October 2016 concerning arrangements to be put into place with respect to getting funding --
MR. POPOWICH: May we see the e-mail, please? May I see the e-mail, please, that you reference, counsel?
MR. van ZANDVOORT: Sure.
MR. POPOWICH: At 12:30 I want a break for lunch for the witness.
MR. van ZANDVOORT: We are relatively done. We are close to being done. I would suggest that we just go till the end of this. We will take our break to wrap

up shortly --
MR. POPOWICH: We are wrapping up shortly, otherwise it's two and-a-half hours for the witness without a break --
MR. van ZANDVOORT: We have not gone two and-a-hours without a break --
MR. POPOWICH: I'm sorry, we started at 9:00, so we can go further. You want to insist upon it, we will be going for lunch. I would like to see the e-mail --
MR. van ZANDVOORT: I'm just trying to get this witness to be able to leave rather than stick around for an extra ten minutes after a lunch break.
MR. POPOWICH: Let me see this and we will see where we are going. It's a long morning. We started at nine.
Q MR. van ZANDVOORT: Did Mr. McBean have any role in the dealings concerning Dome Mountain and MGE Corporation?
A Mr. McBean was structuring -- we ended up engaging with Mr. McBean to structure financing for the mine. He had provided information to a third party that I know that he had shown that he had procured the funds for this project.
Based on that, we moved forward of engaging with Mr. McBean for doing four issues at $160,000 each, and each of the issues would provide $50 million worth of

financing.
Q Sorry, what was that number?
A I believe it was $50 million worth of financing.
Q When you say four issues at 160K each, what are you referring to?
A There was offering memorandums that were structured out of the Bahamas that he had stated that he had the avenue to go through and to -- so it was essentially like a public offering that he was doing, if I remember correctly.
And through the relationships that he had was able to structure this funding on behalf of projects that were in hand that were approved. We submitted the Dome project and it met his criteria, and so hence, we structured to get the funding to be able to develop the mine into the stages that we required for full production.
Q So the funding that was going to be raised by Mr. McBean in the OMs, what company or fund was the OMs for?
A It would have been for -- there was for Dome -- there was two for Dome and one was for a biodiesel plant. And the other was for a real estate development corporation.
Q Do you know the name of the real estate development?
A I think we had it -- I think it was called -- it was done with a company that is now defunct because nothing ever happened. It was for Ritte, R-I-T-T-E, I think, Ritte Real Estate Development or something.

Q So did that raise of money ever occur?
A No, he never -- it ended up all going sideways.
Q How did you learn of Mr. McBean?
MR. POPOWICH: Again, it doesn't make any difference. I don't know how Mr. McBean is a player in any of this or what it's got to do with -- what you told the court what you were looking to do is recover from the merchants under the agreements.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: Had you ever read any of the Crystal Wealth offering memorandums prior to entering into the arrangements in November 2015 and 2016?
MR. POPOWICH: Objection.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: Did you know what the investment purposes was of any of the Crystal Wealth funds?
MR. POPOWICH: Objection.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: Has Dome Mountain ever utilized the services of an accountant?
MR. POPOWICH: Objection.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: I'm just about done, Mr. Pahl. If we were to take three minutes, I think I would be done with you within five minutes.

(BRIEF ADJOURNMENT)
Q MR. van ZANDVOORT: Do you recall a lawsuit being commenced by a company called -- let me just get this right. Minex -- Metal Mountain Resources in Alberta and British Columbia for shares of Gavin Mines?
A No.
Q You weren't named a Defendant or Dome Mountain wasn't named a Defendant?
A No.
Q Of the money disbursed by the Crystal Wealth funds to Dome Mountain Resources, you said Mr. Froese controlled the disbursements of where all that money went which has all been disbursed. Did you receive any of that money personally?
A If I recall properly, I think $10,000 at one stage I got for handling some expenses. That was it.
Q And where was your bank account?
A In Toronto Dominion as well.
Q At which branch?
MR. POPOWICH: No.
(OBJECTION TO A QUESTION)
Q MR. van ZANDVOORT: I know your counsel has refused for you to give your address, but during the time of the events we have discussed, have you always lived in Alberta as opposed to British Columbia?
MR. POPOWICH: Again.
(OBJECTION TO A QUESTION)

Q MR. van ZANDVOORT: Now, Mr. Pahl, you have heard on the record today I have requested numerous documents. Your counsel has refused on your behalf to produce those. It is possible that there will be a motion brought to the courts concerning production and we reserve on behalf of the receiver our rights to seek further and have further examination of you. But with that being said, I am concluded my examination for today and I thank you for your time.

(WHICH WAS ALL THE EVIDENCE TAKEN AT 12:30 P.M.)

CERTIFICATE OF TRANSCRIPT

I, CATHY GINGRAS, hereby certify that the foregoing pages are a complete and accurate transcript of the proceedings taken down by me in shorthand and transcribed from my shorthand notes to the best of my skill and ability.

Dated at the City of Calgary, Province of Alberta, this 26th day of March, A.D. 2018.

Original Copy Signed

C. E. Gingras, CSR(A)

Court Reporter

**EXAMINATION OF DARCY PAHL**

**HELD MARCH 21, 2018**

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**EXAMINATION OF DARCY PAHL**

**HELD MARCH 21, 2018**

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## OBJECTIONS TO QUESTIONS