

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF RECEIVERSHIP OF SEAFIELD RESOURCES LTD.

**RESPONDING MOTION RECORD
OF DAVID PRINS**

(Returnable May 19, 2015)

DAVID PRINS

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Court File No. CV-14-10686-00CL

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Affidavit of David Prins

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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF RECEIVERSHIP OF SEAFIELD RESOURCES LTD.

AFFIDAVIT

(Sworn May 15, 2015)

I, David Prins, of Barrio Poblado, Medellin, Colombia, **MAKE OATH AND SAY AS FOLLOWS:**

1. I was hired as COO of Seafield Resources Ltd. ("Seafield") on October 1, 2012, and from January 2013 I took on the role of the Operations Manager of Minera Seafield SAS ("Minera") until December 2014. In March 2014, I was nominated as President and CEO and also sat on the Seafield board of directors. In June 2014, I assumed the role of Chairman of the Board, and as such I have knowledge of the matters hereinafter deposed to save and except for where I state it to be based on information and belief, in which case I have named the person from whom I received the information and verily believe the information to be true.
2. All comments relating the Chamber of Commerce of Medellin are based upon either conversations and or emails with Mineras Internal Legal Counsel (Catalina Cadena) and / or Minera's External Legal Counsel (Andrés Velásquez during the process and in the I some cases I have documentation confirming such statements. References to the registries of directors and legal representatives nominations and removals are held within the Chamber's official records to confirm the statements made.
3. I acknowledge receipt by email of the 128 page Motion Record dated May 11, 2015, containing the Notice of Motion returnable May 19, 2015, supported by the 79 page First Report of the Trustee.
4. I am unable to attend on the return date or to retain counsel to represent me at the hearing, but by means of this affidavit I wish to make known to the court certain



matters which omitted or are stated in support of the motion which are not consistent with the facts as I understand them.

(i)

5. As the material is presented it appears to favour recovery solely for the benefit of RMB Australia Holdings Limited and/or RMB Resources Inc. (jointly (RMB)), without due consideration of the interests of all creditors and contrary to the Columbian Labour Laws. There are legal actions currently underway in Columbia to enforce the labour laws in issue.

(ii)

5. Due to the facts as outlined with, I ask the court to reject the First Receivers Report and any other document which is intended to be handed to third parties by the Receiver due to the prejudiced position taken by the Receiver in its elaboration as the distribution of this document on the public domain will only serve to cause additional damage to myself and the Former Board and executives of Seafield and Minera.



I make the following comments with respect to:

The Notice of Motion

[all page numbers referenced are hand written in the upper right corner of the Motion Record]

(...)
(iii)

5. Page 4 item (z):

(a) You indicate that "Minera adopted certain compensation obligations and labour agreements in favour of certain former executive and administrators".

(b) The fact is that only two contracts were formalized and in neither case were additional benefits included over and above the existing legal obligations to Seafield or Minera which had already previously been inherited.

(c) In the case of one former executive, Mr. Ortiz, there is no mention that the obligations were already formally included in the employee's contract with Minera since late 2011, well before RMB entered into its relationship with Seafield and approximately 3 years before KPMG Inc. (the "Receiver") was appointed. The contract addendum defined in the Motion Materials as the "Labour Agreement Amendments" were undertaken merely to clarify the benefits previously awarded. As such, without referencing the prior agreements the motion materials disclose the intention of the Receiver to attack the legally binding labour rights of bona fide creditors.

(d) The Receiver has undertaken acts via proceedings initiated against certain members of the Former Board in order to force this "employee" to compromise his legally binding labour rights and associated benefits, and sign a service contract which is clearly in favour of RMB. Yet again a demonstration of the Receiver's partial acts in the case.

(e) In the case of myself, the materials fail to mention that under Colombian labour laws, the benefits also existed under the provisions of the "*Contrato de Realidad*" well before RMB entered into its relationship with Seafield. Colombian legal counsel, both internal and external, also confirmed that Minera was already liable for these benefits and in the case of external



counsel, advised that this contract should be formalized in order to comply with Colombian labour law provisions.

(f) To my understanding the inaccurate and incomplete manner in which the motion materials portray this issue is an effort to obtain the assistance of the court for the appointment of a Trustee in bankruptcy for the benefit of RMB, not for the benefit of the other legitimate creditors of Seafield and Minera.

6. Page 4 item (aa):

The labour rights and obligations of Minera under Colombian labour law does not diminish the value of Seafield's estate. These obligations existed well before RMB's involvement with Seafield and Minera. RMB now seeks through the Receiver and through the appointment of a Trustee in bankruptcy to retroactively breach or terminate contracts for their benefit.

7. Page 4 item (bb):

Given the facts provided above, it is not an impartial act by the Receiver or its counsel to request the court to appoint a Trustee in bankruptcy in an effort to terminate legally binding labour rights in Colombia, since those labour rights rank in priority to RMB's interests.

8. Page 1 item (b):

To be complete and accurate, the Receiver's Report should provide an impartial view and include the material facts which the Receiver has been previously made aware of including the original contracts referenced above. I request that the document be completed accordingly.

9. Page 2 item (f):



Prior to authorizing the Receiver to assign Seafield into bankruptcy, the labour issues in Colombia must be recognized and appropriately addressed.

10. Page 4 item (bb):

The Receiver purports to act in an unbiased in the best interests of all creditors. Any act to abolish legally binding labour rights acquired in Colombia in order to favour RMB should not be accepted in an impartial process.

I Make the following comments with respect to:

FIRST REPORT TO THE COURT SUBMITTED BY KPMG INC., RECEIVER

11. Page 11 item (1.1.6):

(a) This wording strongly favors RMB and does not lay out the actual fact set which, to the prior knowledge of the Receiver, are as follows:

(b) Under Colombian law, the Legal Representative of Minera had full power to file for REORGANIZATION and did not have to seek approval of the Minera shareholder/s, nor seek the approval of the Minera Board. The Legal Representative was advised by Legal Counsel that due to the imminent financial state of Minera, that there was a legal and fiduciary responsibility for the Legal Representative to request the authority for Minera to be admitted into the REORGANIZATION process in Colombia.

(c) The statement that RMB lost confidence in the Seafield Executive management fails to recognize that RMB/Receiver still have two of those people working for them, including one as a senior executive. One of which was the person responsible for the request of the REORGANIZATION process and the other, who was internal legal counsel at the time and responsible for the legal opinions, and who has now interestingly been promoted to the Legal Representative of the Company.



(d) To state to the court that RMB has lost confidence in these people when RMB/Receiver hired them very shortly after taking control of Minera, the New Board of Directors (All RMB workers and representatives) promoted one of these people who they had supposedly lost confidence in, to Legal Representative of Minera, is further evidence of a biased disclosure of facts for the benefit of RMB, not the general body of creditors as professed.

12. Page 13 item (2.1.2):

(a) In order to make a full and complete disclosure to the court and act on an impartial basis it would be true and accurate to state:

“These books and records also included all the necessary information which the Receiver needed to become informed of the labour contract amendments. As such, on the same day the Receiver was appointed, it had the information to inform itself of the labour amendments.”

(b) The Receiver has accused certain employees of Minera that this information was not handed over in a timely manner and that they did not receive this information until much later. This accusation has also been included in certain sections of the documentation received.

13. Page 15 item (3.2.1):

(a) The reference to the Former Board up until August 30, 2014, is not correct. Although efforts were made to replace the “Former Board”, legal provisions in Colombia did not allow this to effectively occur until November 11, 2014, even if such requests were filed with the Super Societies (SOC as referenced). The Chamber of Commerce of Medellín, the corresponding legal jurisdiction for nominations and replacement of administrators of companies, has this clearly registered within their system registries.

(b) As such, any act by the “New Board” prior to the effective date of the change was ultra vires under Colombian law.



14. Page 16 item (3.2.3):

(a) The statement that “the Former Board’s refusal to acknowledge the authority of the Receiver to exercise the rights” is inaccurate.

(b) On many occasions both written and oral communications were undertaken with the Receiver whereby acknowledgement of the Receiver’s authority was confirmed. The Former Board had an external legal opinion advising the legal steps that needed to be taken under Colombian law for the protection of all creditors, not just RMB, and for the Receiver to take control of Minera. The Receiver failed to act on the numerous verbal and written requests to comply with the advised legal steps in order to expedite this process.

15. Page 17 item (3.3.2 and 3.3.3):

(a) A substantial portion of the content of these sections is materially misleading.

(b) As informed previously in reference to the Receiver’s Report page 5 section 1.6.1, the Receiver had the information regarding the labour amendments in hand the same day it was appointed Receiver. Failure by the Receiver to undertake its obligations and review the information contained in the books and records of Seafield cannot be blamed upon others in an effort to create a negative image of the Former Board and myself.

(c) The Receiver claims that Seafield only became aware of the labour amendments on October 14, 2014. This is clearly mistaken. Seafield Compensation Committee and Board of Directors reviewed and approved the actions as evidenced in the minute books which book(s) the Receiver has had in its possession since September 9, 2014.

(d) Prior to October 14, the Receiver and RMB were informed on several occasions of the labour amendemnts as follows:



- (i) On September 24, 2014, a telephone conversation was held with the Receiver wherein the Receiver was informed of my Colombian labour contract and its amendments;
- (ii) On the same day, the Receiver sent an email to me requesting a copy of the contract to back up the telephone conversation;
- (iii) Then five days later on September 29, 2014, the Receiver was sent an email from me providing my Colombian labour contract and advising that: **"I am organizing the backup information for the contract addendums and once I have all these together will forward them."**
- (iv) The Receiver was emailed the addendums on October 12, 2014 and not the October 14, 2014 as falsely stated.
- (v) There also exists other documentary evidence of delivery of information regarding this issue which is not available on the short notice of the return date of the hearing.

(e) As such, all of the other comments regarding the Receiver "not receiving the information", or "being surprised to receive the information", are inaccurate and appear to be in furtherance of an intention to promote the interests of RMB over others and to abolish legally binding labour rights in Colombia. Such comments also inaccurately and improperly discredit the former administration of Seafield and Minera.

(f) The statement that Seafield was entering into significant cash flow problems and was in default under the RMB Facility agreement is also not completely accurate or transparent, and therefore is misleading.

- (i) As previously advised, Minera had already assumed all the obligations of the amendments either via previous contracts or under Colombian labour laws; and
- (ii) Seafield was **not in default** at this point in time.



16. Page 18 item (3.3.7):

(a) What this section fails to identify is the following:

- i. Mr. Belevan is a senior executive of RMB and at the time of terminating my contract was also the Legal Representative of Minera. As such his acts have prejudiced the obligation of the Receiver to act on an impartial basis. Further more the Receiver as the exclusive representative of 100% of the shares of Minera, nominated all RMB officials to the Board of Minera once the Former Board resigned. I ask how an impartial process can be contemplated when the Receiver acts in such a manner;
- ii. In the termination of my contract Belvan and the Receiver via its Colombian Lawyers, terminated my contract advising that earned and vested compensation would not be acknowledged, even though these were formally awarded to me and predating both the Receivers and RMB's association with Seafield and Minera.
- iii. In terminating my contract, Belevan and the Receiver went so far as to decide not to respect compensation to myself whereby a formal commitment had been made by Minera to the Colombian authorities and namely Migration Colombia, choosing to place themselves above the law and the respective authorities in doing so.

17. Page 18 item (3.3.8):

(a) What this partial comments fails to reference is that the Superintendent's Response also advised that the labour issue between myself and Minera must be resolved within the corresponding **LABOUR JUSTICE JURISDICTION**.

(b) This point is critical to understand because, after the Reciever accused me of "acts of bad faith and conflict of interests", in response to the writ submitted by the Receivers Colombian lawyers, the Superintendent formally responded categorically stating that the dispute between



self and Minera is that of a **labour dispute and not an administrative dispute**, as the Receiver alleges. This establishes that the allegations against certain Former Board members are unfounded and have been undertaken on a biased and unfair basis on behalf of the Receiver in an effort to favour RMB.

(c) The correct date for the response by the Superintendent is January 26, 2015, not February 02, 2015 as quoted.

18. Page 18 item (3.3.9):

(a) The Receiver's opinion stated within this section is due to the fact that the Receiver has intentionally avoided an investigation of this matter in an open and unbiased manner as per the Receiver's fiduciary duty and legal obligation to the court.

(b) Documentary evidence dates from the third quarter of 2013, well before the RMB relationship began with Seafield and Minera. The Receiver has failed to undertake this review in the apparent effort to abolish valid and legally binding labour obligations in Colombia, ultimately for the benefit of RMB.

19. Page 19 item (3.3.11):

(a) The Receiver seeks authorization of the Court to assign Seafield into bankruptcy to preserve rights to challenge the Labour Agreement Amendments, without referencing the originating Labour Agreements which contain all of the substantive rights of the parties.

(b) The catch all reference to undefined or referenced "reviewable transactions" without reference to a single fact upon which to base the request is not a good and sufficient reason to subject Seafield into bankruptcy.

20. Missing documents in the chronological events of this section:

a) Letter to Minera from Mr. Prins dated December 23, 2014;



- b) Letter to Minera from Mr. Prins dated January 09, 2015;
- c) Labour related demand, presented to the corresponding **LABOUR JUSTICE JURISDICTION**, dated May 5, 2015.

21. Page 24 item (6.1.2):

(a) The statement that Minera has been in an idle state during the Receivership is incorrect. Minera's two primary objectives prior to and after the Receivership have been first to find a buyer/investor which has never ceased since September 2013, and second, to continue the process for the "consulta previa" (public consultation process in Colombia) to allow for technical work to continue once the Company finds a buyer/investor. This work has continued without interruption since Minera was advised of this requirement by the relevant Colombian authority in 2014.

(b) The manner of wording is not impartial and is intended to lead the reader to perceive that delays have occurred in these two fundamental areas, again in an effort to discredit the former administration of Seafield and Minera, favouring RMB.

(c) The statement that funding was necessary to avoid the REORGANIZATION process is not correct and again is designed to badly portray the Former Board. Funding was actually required to keep Minera functioning in order to keep the mining titles in good standing, as these mining titles are the main asset value of the Company and over which RMB, holds security.

(d) The statement that "the REORGANIZATION process could have prejudiced RMB", is unwarranted. The REORGANIZATION process is to protect all creditors which included RMB. It was RMB which was objecting to certain invoice payments by Minera at the time of filing, affecting other creditors. **The wording should be that RMB undertook actions which forced the Legal Representative to file for protection of the other creditors.**

22. Page 27 item (7.1.2):



The referenced dispute is definitely not a governance dispute, it is a labour dispute as confirmed by the formal response by the Superintendent on January 26, 2015.

I make the following comments with respect to:

Appendix B, NOTICE AND STATEMENT OF THE RECEIVER (Form 87):

23. Page 51 item (Schedule 1):

(a) Unsecured creditors are missing from the list according to the author's knowledge:

- Dentons Canada;
- Inspectorate Laboratories.

(b) Unsecured creditors who should not be on the list based on the author's knowledge of events upto end of Q3, 2014:


- Cezar lopez;
- Norton Rose;
- Ernest and Young LLP;
- Stephanie Ashton;
- Tom Hendricksen.

(c) In addition the list of creditors provided fails to identify my labour related claim.

24. Page 53 item (C.1.1):

(a) As previously stated the "Former Board" was officially in office under Colombain law and according to the Chamber of Commerce of the Medellin official registry until they resigned in mid-November, 2014. This was in acordance with the agreement reached between the Receiver, RMB and the Minera administrators at that point in time in order for the Reciever to comply with certain legal requirements and subsequently the resignation of the Former Board.

25. Page 53 item (C.1.2):



The mentioned shareholder meeting requests were not registered by the Medellin Chamber of Commerce, leaving the Former Board members legally maintaining their positions on the Minera Board.

26. Page 54 item (C.1.3):

The minutes were delivered to the Chamber of Commerce of Medellin but as previously stated were not registered.

27. Page 54 item (C.1.7):

This meeting was not undertaken by the officially registered Board of Minera and as such, the request for changes were not made or registered by the Chamber of Commerce of Medellin.

28. Page 54 item (C.1.8):

(a) The statement that "certain members of the Former Board filed a petition with the SOC" is false.

(b) The petition was filed exclusively by Minera through the Legal Representative and official records prove this. The legally registered Board of Minera at this point in time, did not act in regard to this matter.

29. Page 55 item (C.1.10):

Meeting was illegitimate as it was not undertaken by the officially registered Board of Minera and as such, request for changes were not made or registered by the Chamber of Commerce of Medellin.

30. Page 55 item (C.1.12):

On the indicated date, Mr. Belevan was not the official Legal Representative of Minera as required by Colombian law.



31. Page 55 item (C.2.2):

(a) This wording is biased with the intent of prejudicing Mr. Velásquez and the "Former Board". The correct translation of the wording is the following:

"Mr Velásquez informed that the intention of Minera was to pay all of its obligations and act in accordance with Colombian law, as well as confirming to the Receiver the currently registered Legal Representative and Board of Directors and then went on to advise that Minera cannot recognize acts from third parties and that the Receiver must abide by the certain legal requirements of the applicable laws of Colombia to obtain control of the Company."

(b) Under no circumstances did Mr. Velásquez not recognize the Receiver as the Representative of Seafield.

32. Page 55 item (C.2.3):

Mr. Velásquez acted on behalf of Minera as a stand-alone legal entity and not on behalf of the Board of Directors as stated.

33. Page 56 item (C.2.5):

This meeting was illegitimate as it was not undertaken by the officially registered Board of Minera and as such, request for changes were not made or registered by the Chamber of Commerce of Medellin.

34. Page 56 missing items:

In this this section the Receiver fails to recognize that the Receiver also requested a review of Minera by the SOC. The subsequent report by the SOC proved that Minera was in excellent legal and administrative standing and furthermore found the accounting practices to be of excellent standard. The manner in which this is reported raises improper inferences against the employees and Former Board of Minera.



35. Page 56 item (C.2.8):

(a) In an effort to create a non-biased transparent document, the Receiver should have included that on the agenda of this meeting, and as per the Receiver's email, was the following item for discussion:

(i) *"Discuss the overall requirements of the continuing management team and discuss the arrangements whereby all management will be stabilized."*

(b) Upon Minera's Legal Representative commencing discussion on this issue and associated contracts, the Receiver informed the meeting that *"they were not present to discuss such issues and that this will be the function of the "New Board" "*.

36. Page 56 item (C.2.10):

As described above, the Receiver had the information relating to the labour amendants the same day they were appointed as Receiver. Yet again the wording is biased and with the intent of discrediting certain people.

37. Page 57 item (C.2.11):

At all material times Mr. Velásquez had a fully legalized power of attorney awarded by Minera. Mr. Velásquez was not acting beyond his authority as implied by the use of the word "alleged" to have represented Minera.

38. Page 57 item (C.2.12):

At this point, the Former Board members were still the officially registered Board of Minera under Colombian law.

39. Page 57 item (C.2.13):

(a) Mr. Veásquez had a fully legalized power of attorney awarded by Minera.



(b) The decision taken by the Chamber of Commerce of Medellin regarding other matters did not implicate the effective registration of the shareholders assembly held on August 30, 2014. As such it is not correct to state that the shareholders registration was effected by any other action.

40. Page 57 item (C.2.14):

- (a) Mr. Velásquez acted on behalf of the Directors and Minera.
- (b) In an effort to create an impartial document, it must also be stated that RMB also participated in this process and agreed to the final proposal.

41. Page 57 missing information:


It is not mentioned here that the Former Board members offered to resign their positions as part of the agreement and that they subsequently did so.

42. Page 57 item (C.2.16):

(a) It was the Receiver who requested that the SOC initiate actions against certain members of the Former Board. It was the same Receiver who then promoted one of the accused to Legal Representative of Minera and left another, the replaced Legal Representative who was legally responsible for the REORGANIZATION Process submission, working within the Company.

(b) The Receiver has undertaken these actions to the prejudice of my legally binding labour rights in Colombia, favouring RMB and in doing so has not acted on an impartial basis to the creditors.

(c) The following were the steps taken by Seafield and Minera in order to amend the labour agreements which comply with both Canadian and Colombian laws and regulatory requirements as well as the company statutes of Seafield and Minera:



(d) Prior to formally backing up the contracts, the following course of action was undertaken by Seafield:

1. Canadian **external legal counsel opinion** and approval, to back up the contracts was obtained by the then **President & CEO** of Seafield as well as head of the compensation committee, **Mr. Cesar Lopez**;
2. The **Seafield Compensation Committee** met and approved the course of action, such approval was necessary according to the Canadian regulations;
3. This Compensation Committee approval was then presented to the **BOD of Seafield** and their recommendations were subsequently approved by the BOD. This BOD was the representation of 100% of the shares of Minera;
4. The Minera Legal Representative then obtained an external legal counsel opinion in Colombia, which **confirmed that the proposals to back up the contracts were not in bad faith and not against any laws in Colombia**;
5. **Mineras Internal Legal Counsel (Cadena)** obtained a verbal external legal opinion and a review of the proposed documents to be signed;
6. Mr. Prins then personally requested an opinion from the Minera internal legal counsel, (Catalina Cadena, a registered lawyer in Colombia and who has now had named as the the Minera Legal Representative by the Receiver) and she also confirmed in writing that there was nothing prohibiting the backing up of the contracts from a legal perspective or restrictions in the facility agreement with RMB and went on to state that it would not be an act of bad faith;
7. Under the statutes of Minera, it was not necessary for the Legal Representative to obtain Minera Board approval and as such the "Former Board" did not act in regard to this issue, as accused by the Receiver;
8. The corresponding contract documents were then formalized;



(e) It is clearly evident based upon the above facts that no "acts of bad faith" or no "conflict of interests" were undertaken by any of the Seafield or Minera Directors holding office during the period in question, however the Receiver continues to pursue this train of thinking to the benefit of RMB.

(f) The Receiver has had access to all of the documented evidence backing up these statements for many months.

43. Page 58 item (C.2.18):

(a) In order to create a non-biased document, this section must include that the appointment of Cadena to the Legal Representative of Minera was ironically made after the charges against her were requested to the SOC by the Receiver, and while these charges were still pending, and currently are still pending.

(b) This is a contradiction and is consistent with the positoin that the Receiver has an unfair intent in continuing the accusations of "acts of bad faith and conflict of interests" to undermine the credibility of certain executives to improperly abolish my legally binding labour rights.

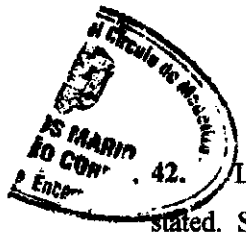
I make the following comments with respect to:

Document: Appendix E, Sale and Investment Solicitation Process:

44. Pages 65 - 83:

(a) This section needs to be corrected to disclose the Receiver's knowledge of the labour suit filed against Minera in accordance with Colombian law.

(b) According to Colombian law, if Minera does not comply with its legally binding labour obligations, its current legal representative, directors of the New Board and the Receiver as administrator, may inherit personal and unlimited liabilities in order to meet these obligations.



Lastly, on all the service lists the addresses of Mr. Prins and Minera are incorrectly stated. Such information has been with the Reciever since 2014.

The correct addresses are as follows, however you may want to reconfirm with Minera:

MINERA'S ADDRESS:

Edificio HOTEL POBLADO ALEJANDRÍA
Carrera 36 No 2 sur 60 Interior 1302
Loma de la Alejandria Poblado
Medellin- Antioquia
COLOMBIA

MY ADDRESS:

Carrera 29 N° 8 SUR 51, Apartamento 1503
Edificio Montecanelo
Barrió El Poblado
Medellín - Antioquia
COLOMBIA

43. I make this affidavit to correct statements made in the Motion Record which to my understanding are not accurate or are omitted, and in response to the relief sought that Seafield should be assigned into bankruptcy, and for no improper purpose.

SWORN before me in the City of
MEDELLIN in the Province ANTIOQUIA,
COLOMBIA
this 15 day of May, 2015.

A Commissioner for taking affidavits



DAVID PRINS

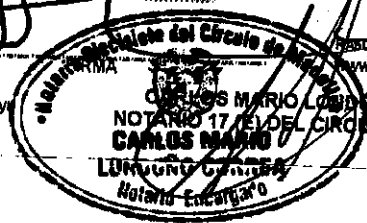
DILIGENCIA DE AUTENTICACION

A la Notaria Directora del Circuito de Medellín se presentó

PRINS DAVID WILLIAM
Identificado con: **C.E. 428571**
Y manifestó que esta es su firma, la que siempre usa en sus actos públicos y privados.

Medellin 15/05/2015 a las 02:57 a.m.





NOTARIA 17 MEDELLIN

www.notariaenlinea.com

CARLOS MARIO LOZANO CORREA
NOTARIO 17 DEL CIRCULO DE MEDELLIN
CARLOS MARIO LOZANO CORREA
Notario Encargado

IN THE MATTER OF RECEIVERSHIP OF SEAFIELD RESOURCES LTD.

Court File No. CV-14-16086-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED IN TORONTO

RESPONDING MOTION RECORD
of DAVID PRINS
(Returnable May 19, 2015)

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