

IN THE SUPREME COURT OF THE STATE OF NEVADA

Case Nos. 79425 and 79526

ATHANASIOS SKARPELOS, AN INDIVIDUAL

Appellants,

v.

WEISER ASSET MANAGEMENT, LTD., A BAHAMAS COMPANY AND
WEISER (BAHAMAS) LTD., A BAHAMAS COMPANY,

Respondents.

WEISER ASSET MANAGEMENT, LTD., A BAHAMAS COMPANY AND
WEISER (BAHAMAS) LTD., A BAHAMAS COMPANY

Appellants,

v.

ATHANASIOS SKARPELOS, AN INDIVIDUAL,

Respondent.

Appeal from the Judgment of the Second Judicial District Court, Washoe County
District Court Case No.: CV15-02259
Second Judicial District Court of the State of Nevada
In and For the County of Washoe

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| Notice of Entry of Judgment (Findings of Fact, Conclusions of Law and Judgment) | 4/22/2019 | 11 | JA2168-JA2181 |
| Notice of Entry of Order (Order Denying Motion for Reconsideration) | 11/18/2019 | 14 | JA2670-JA2681 |
| Notice of Entry of Order (Order Denying Motion to Alter or Amend Judgment) | 8/9/2019 | 13 | JA2572-JA2582 |
| Notice of Entry of Order (Order Granting in Part and Denying in Part Motion to Retax Costs) | 8/9/2019 | 13 | JA2555-JA2571 |
| Notice of Entry of Order (Order Granting Motion for Attorneys' Fees) | 8/9/2019 | 13 | JA2583-JA2594 |

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| Opposition to Motion for Reconsideration of Attorney's Fee Award | 8/28/2019 | 13 | JA2624-JA2633 |
| Opposition to Motion to Retax costs | 5/14/2019 | 12 | JA2455-JA2460 |
| Order Denying Athanasios Skarpelos' Motion for Summary Judgment | 6/21/2018 | 3 | JA0608-JA0615 |
| Order Denying Motion for Reconsideration | 10/24/2019 | 13 | JA2663-JA2669 |
| Order Denying Motion to Alter or Amend Judgment | 8/6/2019 | 13 | JA2539-JA2544 |
| Order Denying Skarpelos' Motion in Limine | 6/29/2018 | 3 | JA0616-JA0622 |
| Order Granting in Part and Denying in Part Motion to Retax Costs | 8/6/2019 | 13 | JA2527-JA2538 |
| Order Granting Motion for Attorney's Fees | 8/9/2019 | 13 | JA2548-JA2554 |
| Order Granting Motion for Discharge | 1/23/2019 | 4 | JA0714-JA0716 |
| Pretrial Order | 3/31/2017 | 1 | JA0096-JA0105 |
| Recommendation for Order | 10/31/2017 | 1 | JA0145-JA0157 |
| Reply in Support of Motion for Attorneys' Fees | 6/7/2019 | 12 | JA2509-JA2518 |

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| Reply in Support of Motion to Compel | 8/21/2017 | 1 | JA0138- JA0144 |
| Reply in Support of Skarpelos' Motion to Alter or Amend Judgment | 6/7/2019 | 13 | JA2519- JA2526 |
| Reply in Support of Weiser's Motion for Reconsideration for Attorney's Fees Award | 9/10/2019 | 13 | JA2656- JA2662 |
| Skarpelos' Answer to Weiser's Cross-Claim | 6/17/2016 | 1 | JA0075- JA0081 |
| Skarpelos' Motion to Alter or Amend Judgment | 4/25/2019 | 11 | JA2183- JA2248 |
| Skarpelos' Objections to Weiser's Pretrial Disclosures | 1/11/2019 | 4 | JA0630- JA0635 |
| Skarpelos' Post-Trial Brief Regarding Restriction on Disposition of Stock | 4/8/2019 | 11 | JA2151- JA2155 |
| Skarpelos' Responses to Weiser's Objections to Findings of Fact, Conclusions of Law, and Judgment | 4/8/2019 | 10 | JA2049- JA2052 |
| Transcript of Proceedings – Bench Trial – Day 3 | 1/30/2019 | 8; 9 | JA1565- JA1680; JA1681- JA1713 |
| Transcript of Proceedings – Bench Trial – Day 4 | 1/31/2019 | 9 | JA1724- JA1838 |

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| Transcript of Proceedings – Bench Trial – Day 5 | 2/01/219 | 9; 10 | JA1851- JA1890; JA1891- JA1913 |
| Transcript of Proceedings - Trial - Day 1 | 1/28/2019 | 7 | JA1272- JA1423 |
| Transcript of Proceedings - Trial - Day 2 | 1//29/2019 | 7; 8 | JA1425- JA1470; JA1471- JA1557 |
| Transcript of Proceedings 02/06/2019 | 2/6/2019 | 10 | JA1914- JA1950 |
| Trial Exhibit 1, Anavex Life Sciences Corp. Share Certificate 0753 for 6,633,332 shares (WEISER000281) | 1/28/2019 | 6 | JA1135- JA1136 |
| Trial Exhibit 11, MHNYMA Swift-Single Customer Credit Transfer (WEISER000346) | 1/31/2019 | 9 | JA1716- JA1717 |
| Trial Exhibit 12, 12/21/2012 email Lambros Pedafronimos L. Pedaf@gmail.com to Christos Livadas (WEISER000345) | 1/31/2019 | 9 | JA1718- JA1719 |
| Trial Exhibit 13, 1/10/2013 Corporate Indemnity to Nevada Agency and Transfer Company to Reissuance of Lost Certificate (S000007) | 1/28/2019 | 6 | JA1160- JA1161 |

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| Trial Exhibit 14, 3/28/2013 Athanasios Skarpelos Affidavit for Lost Stock Certificate (S000008-S000009) | 1/28/2019 | 6 | JA1162-JA1164 |
| Trial Exhibit 15, 3/29/2013 Athanasios Skarpelos Stop Transfer Order (S000010) | 1/28/2019 | 6 | JA1165-JA1166 |
| Trial Exhibit 16, 4/4/2013 NATCO Transfer (S000011) | 1/28/2019 | 6 | JA1167-JA1168 |
| Trial Exhibit 18, 4/26/2013 email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000338) | 1/31/2019 | 9 | JA1720-JA1721 |
| Trial Exhibit 19, 5/09/2013 email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000312) | 1/31/2019 | 9 | JA1722-JA1723 |
| Trial Exhibit 2, WAM New Account Opening Form (WEISER000352-361) | 1/28/2019 | 6 | JA1137-JA1147 |
| Trial Exhibit 20, 5/24/2013 email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000340) | 1/28/2019 | 6 | JA1169-JA1170 |
| Trial Exhibit 21, 06/24/2013 Email Christos Livadas Lambros to Pedafronimos L.Pedaf@gmail.com (S000012) | 1/28/2019 | 6 | JA1171-JA1172 |

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| Trial Exhibit 22, 06/24/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000013) | 1/28/2019 | 6 | JA1173-JA1174 |
| Trial Exhibit 23, 06/24/2013 Email Christos Livadas Lambros to Pedafronimos L.Pedaf@gmail.com (S000014) | 1/28/2019 | 6 | JA1175-JA1176 |
| Trial Exhibit 24, 06/24/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000015) | 1/28/2019 | 6 | JA1177-JA1178 |
| Trial Exhibit 25, 06/24/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000333-000337) | 1/28/2019 | 6 | JA1179-JA1184 |
| Trial Exhibit 26, 06/25/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000016) | 1/28/2019 | 6 | JA1185-JA1186 |
| Trial Exhibit 27, 07/02/2013 Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000017) | 1/28/2019 | 6 | JA1187-JA1188 |
| Trial Exhibit 28, 07/02/2013 Christos Livadas Lambros to Pedafronimos L.Pedaf@gmail.com (S000018) | 1/28/2019 | 6 | JA1189-JA1190 |

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| Trial Exhibit 29, 07/03/2013 Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000019) | 1/28/2019 | 6 | JA1191-JA1192 |
| Trial Exhibit 3, Letter dated October 30, 2015 from Montello Law Firm to NATCO (WEISER000002-WEISER000003) | 1/28/2019 | 6 | JA1148-JA1150 |
| Trial Exhibit 30, 07/05/2013 Stock Sale and Purchase Agreement between Weiser and Skarpelos (WEISER000207-WEISER000209) | 1/28/2019 | 6 | JA1193-JA1196 |
| Trial Exhibit 31, 07/09/2013 Lambros Pedafronimos L.Pedaf@gmail.com to Christos (S000020) | 1/28/2019 | 6 | JA1197-JA1198 |
| Trial Exhibit 32, 07/09/2013 Blank Stock Sale and Purchase Agreement signed by Skarpelos (WEISER000161-WEISER000163) | 1/28/2019 | 6 | JA1199-JA1202 |
| Trial Exhibit 33, 7/09/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000328-WEISER000332) | 1/28/2019 | 6 | JA1203-JA1208 |
| Trial Exhibit 34, Blank Stock Sale and Purchase Agreement (WEISER000156-WEISER000158) | 1/28/2019 | 6 | JA1209-JA1212 |

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| Trial Exhibit 35, 07/12/2013 Power of Attorney to Transfer Bonds or Shares (WEISER000368) | 1/28/2019 | 6 | JA1213- JA1214 |
| Trial Exhibit 36, 07/12/2013 Power of Attorney to Transfer Bonds or Shares (WEISER000369) | 1/28/2019 | 6 | JA1215- JA1216 |
| Trial Exhibit 40, 10/28/2013 Email Tom Skarpelos and Christos Livadas (WEISER000339) | 1/28/2019 | 6 | JA1217- JA1218 |
| Trial Exhibit 43, 12/31/2013 Weiser Skarpelos Statement of Account for February 1, 2013 - December 31, 2013 (WEISER000378-WEISER000380) | 1/28/2019 | 6 | JA1219- JA1222 |
| Trial Exhibit 44, Duplicate copy of 12/31/2013 Weiser Skarpelos Statement of Account for February 1, 2013 - December 31, 2013 (WEISER000378-WEISER000380) | 1/28/2019 | 6 | JA1223- JA1226 |
| Trial Exhibit 46, 11/02/2015 Letter Ernest A. Alvarez to Nevada Agency and Transfer Company Weiser Asset Management Ltd. (WEISER000004) | 1/28/2019 | 6 | JA1227- JA1228 |
| Trial Exhibit 47, 11/03/2015 Letter Alexander H. Walker III to Ernest A. Alvarez (WEISER000001) | 1/28/2019 | 6 | JA1229- JA1230 |

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| Trial Exhibit 48, 11/12/2015 Letter Elias Soursos, Weiser Asset Management Ltd. to NATCO (WEISER000011) | 1/28/2019 | 6 | JA1231-JA1232 |
| Trial Exhibit 49, 11/12/2015 Letter Bernard Pinsky to Nevada Agency and Transfer Company (WEISER000007-WEISER000008) | 1/28/2019 | 6 | JA1233-JA1235 |
| Trial Exhibit 50, 11/12/2015 Email Christos Livadas to Nick Boutasalis (WEISER 000214-WEISER000215) | 1/28/2019 | 6 | JA1236-JA1238 |
| Trial Exhibit 51, 11/13/2015 Letter Ernesto A. Alvarez to Alexander Walker III, Esq. (WEISER000009) | 1/28/2019 | 6 | JA1239-JA1240 |
| Trial Exhibit 52, 11/13/2015 Letter Ernesto A. Alvarez to Nevada Agency and Transfer Company (WEISER000005) | 1/28/2019 | 6 | JA1241-JA1242 |
| Trial Exhibit 53, 11/13/2015 email Alexander H. Walker III to Ernesto A. Alvarez cc Amanda Cardinelli (WEISER000187-WEISER000189) | 1/28/2019 | 6 | JA1243-JA1246 |
| Trial Exhibit 54, 11/13/2015 Letter Nick Boutasalis to NATCO (PID-00045-PID-00048) | 1/28/2019 | 6 | JA1247-JA1251 |

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| Trial Exhibit 55, 11/16/2015 letter to Ernesto A. Alvarez to Alexander Walker III, Esq., (WEISER000012) | 1/28/2019 | 6 | JA1252- JA1253 |
| Trial Exhibit 56, 11/17/2015 email Bill Simonitsch to Louis R. Montello cc Ernesto Alvarez (WEISER000238) | 1/28/2019 | 6 | JA1254- JA1255 |
| Trial Exhibit 57, 11/18/2015 email Bill Simonitsch and Ernesto A. Alvarez (WEISER000216-WEISER000217) | 1/28/2019 | 6 | JA1256- JA1258 |
| Trial Exhibit 58, 11/19/2015 Email bill Simonitsch and Ernesto A. Alvarez cc Louis Montello (WEISER000218-WEISER000219) | 1/28/2019 | 7 | JA1259- JA1261 |
| Trial Exhibit 59, 11/19/2015 Email Christos Livadas re Tom Transfer request (WEISER000320-WEISER000322) | 1/28/2019 | 7 | JA1262- JA1265 |
| Trial Exhibit 60, 11/19/2015 email Christos Livadas re Skarpelos Email flow 2011-2013 (WEISER000341-WEISER000343) | 1/28/2019 | 7 | JA1266- JA1269 |
| Trial Exhibit 61, Bank documents (S000032-S000035) | 1/30/2019 | 7 | JA1560- JA1564 |
| Trial Exhibit 7, 05/30/2011 Email between Athanasios Skarpelos and Howard Daniels re Courier Address for WAM, Ltd. (S000006) | 1/28/2019 | 6 | JA1151- JA1152 |

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| Trial Exhibit 8, 05/31/2011 Skarpelos Identify Verification Form with Supporting Documents (WEISER000362-WEISER00367) | 1/28/2019 | 6 | JA1153-JA1159 |
| Verified Memorandum of Costs and Disbursements | 4/25/2019 | 11 | JA2363-JA2443 |
| Weiser's Motion for Reconsideration of Attorney's Fee Award (Request for Oral Argument) | 8/19/2019 | 13 | JA2616-JA2623 |
| Weiser's Opposition to Motion to Compel | 8/14/2017 | 1 | JA0134-JA0137 |
| Weiser's Opposition to Skarpelo's Motion for Attorney's Fees | 5/24/2019 | 12 | JA2502-JA2508 |
| Weiser's Opposition to Skarpelos' Motion for Summary Judgment | 4/12/2018 | 3 | JA0466-JA0583 |
| Weiser's Opposition to Skarpelos' Motion in Limine | 4/12/2018 | 2; 3 | JA0353-JA0420; JA0421-0465 |
| Weiser's Answer and Cross Claim | 5/24/2016 | 1 | JA0058-JA0070 |
| Weiser's Answer to Skarpelos' Cross-Claim | 6/15/2016 | 1 | JA0071-JA0074 |

ARTICLE IV

MISCELLANEOUS

Section 4.1

Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 4.2

Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of California without reference to, and regardless of, any applicable choice or conflicts of laws principles.

Section 4.3

Counterparts. This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

Section 4.4

Further Assurances. Each of the parties hereto shall from time to time at the request of any other party hereto, and without further consideration, execute and deliver to such other party such further instruments of assignment, transfer, conveyance and confirmation and take such other action as such other party may reasonably request in order to more effectively fulfill the purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto as of the date first above written.

Buyer:

Seller:

Athanasios Skarpeles

Κέντρο Εξυπηρέτησης Πολιτών
Βεβαιώνεται το γνήσιο της υπογραφή:
ΣΚΑΡΠΕΛΟΣ ΑΘΑΝΑΣΙΟΣ
09/12/13 Α.Π. 72452
ΣΩΤΗΡΙΟΣ Γ. ΚΑΥΑΛΗΣ
Υπάλληλος Κ.Ε.Π.
Λήμου Βόρειας Κυνουφίας

JA0421

WEISER000332

EXHIBIT 10

EXHIBIT 10

STOCK SALE AND PURCHASE AGREEMENT

THIS STOCK SALE AND PURCHASE AGREEMENT (this **Agreement**) is dated as of July 5, 2013, and is made and entered into by and among WEKER LTD (**Buyer**) and Athanasios Skarpeios (**Seller**) with respect to the following facts:

A.

Seller owns 3,316,666 shares of common stock of Anavex Life Sciences Corp., a Nevada corporation (the **Company**).

B.

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, 3,316,666 shares of the Company's common stock upon the terms and conditions set forth in this Agreement.

Accordingly, for and in consideration of the premises, the mutual promises, covenants and agreements hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby agree as follows:

ARTICLE I

SALE AND PURCHASE

Section 1.1

Sale and Purchase of Shares. On and subject to the terms and conditions of this Agreement, effective as of the Closing Date, Buyer shall purchase from Seller, and Seller shall sell to Buyer, Three Million Three Hundred and Sixteen Thousand Six Hundred and Sixty Six (3,316,666) shares of common stock (the **Shares**) of the Company registered in the name of Seller for the consideration specified in Section 1.2 and upon the terms and conditions set forth in this Agreement.

Section 1.2

Purchase Price. The purchase price for the Shares (the **Purchase Price**) is Two Hundred and Fifty Thousand dollars (\$250,000.00). The Purchase Price shall be paid to the Seller at the Closing, in cash.

Section 1.3

Closing Date; Deliveries. The closing shall occur on September 30, 2013 or such other date as the parties hereto may agree to (the **Closing Date**). On the Closing Date, Buyer shall deliver a check in the amount of the Purchase Price to Seller, and Seller shall deliver to Buyer a share certificate representing the Shares issued in the name of the Seller.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

To induce Buyer to enter into and perform its obligations under this Agreement, Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:

Section 2.1

Authority and Capacity. Seller has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Seller does not, and the consummation of the transaction contemplated hereby will not, result

in a breach of or default under any agreement to which Seller is a party or by which Seller is bound.

Section 2.2

Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms.

Section 2.3

Title to Shares. Seller is the lawful, record and beneficial owner of all of the Shares, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. The sale, conveyance, assignment, and transfer of the Shares in accordance with the terms of this Agreement transfers to Buyer legal and valid title to the Shares, free and clear of all liens, security interests, hypothecations or pledges.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Seller to enter into and perform their obligations under this Agreement, Buyer represents and warrants to Seller as follows:

Section 3.1

Authority and Capacity. Buyer has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Buyer does not, and the consummation of the transaction contemplated hereby will not, result in a breach of or default under any agreement to which Buyer is a party or by which Buyer is bound.

Section 3.2

Disclosure. Buyer has reviewed the SEC Reports and is aware of the Company's business and financial condition.

Section 3.3

Investment Representations. Buyer is acquiring the Shares for Buyer's own account and is not acquiring the Shares with a view to or for sale in connection with any distribution thereof within the meaning of the Securities Act of 1933, as amended.

ARTICLE IV

MISCELLANEOUS

Section 4.1

Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 4.2

Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of California without reference to, and regardless of, any applicable choice or conflicts of laws principles.

Section 4.3

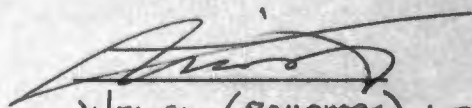
Counterparts. This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

Section 4.4

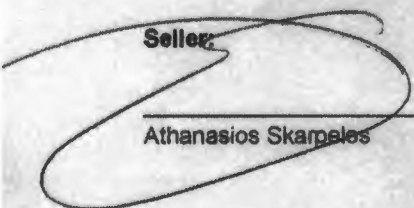
Further Assurances. Each of the parties hereto shall from time to time at the request of any other party hereto, and without further consideration, execute and deliver to such other party such further instruments of assignment, transfer, conveyance and confirmation and take such other action as such other party may reasonably request in order to more effectively fulfill the purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto as of the date first above written.

Buyer.


WEISER (BAHAMAS) LTD

Seller:


Athanasios Skarpeles

Κέντρο Εξυπηρέτησης Πολιτών

Εξυπηρετεί το γρήγορο της υποχώρησης

ΙΚΑΡΟΠΕΙΡΕ ΑΘΑΝΑΣΙΟΣ

09/11/13, 11:22:52

ΣΩΤΗΡΙΟΣ Γ. ΚΑΨΑΛΗΣ

Υπάλληλος Κ.Ε.Π.

Λήμου Βόρειας Κυανοπάρ

JA0425

WEISER000209

POWER OF ATTORNEY TO TRANSFER BONDS OR SHARES

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto:

Weiser (Bahamas) Ltd.

(Name of transferee)

of

#104 Island Lane

Olde Towne, Sandypport

Nassau, Bahamas

(Transferee's address)

6,633,332 Share of Anavex Life Sciences Corp. Common Stock

(Description of Security - include number and class of Shares or amount (par value), rate and maturity of Bonds)

standing in the name of the undersigned on the books of ATHANASIOS SKARPELIOS represented by certificate No. 753 and hereby irrevocably constitutes and appoints WEISER (BAHAMAS) LTD the attorney of the undersigned to transfer the said shares on the books of the Company with full power of substitution in the premises.

DATED at Athens this 12 day of JULY, 2013.

Signed:

SIGNATURE OF TRANSFEROR

SIGNATURE OF WITNESS

Signature of transferor guaranteed by:

Yiannis K. KAVANAGIS
Yiannis K. KAVANAGIS
Διευθ. Βόρεια Κυνουφια

In the presence of:

SKARPELIOS ATHANASIOS AT: AT 724522
09/12/13

NOTE: The signature to this assignment must correspond with the name as recorded on the certificate/bond in every particular without alteration or enlargement or any change whatever. The signature of the person executing this power must be guaranteed by a Bank or Trust Company: or by a Member of the Toronto Stock Exchange.

EXHIBIT "B"

EXHIBIT "B"

1520

Jeremy J. Nork (SBN 4017)
Frank Z. LaForge (SBN 12246)
HOLLAND & HART LLP
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511
Tel: (775) 327-3000; Fax: (775) 786-6179
jnork@hollandhart.com
fzlaforge@hollandhart.com

Attorneys for Defendants/Cross-claimants Weiser

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

NEVADA AGENCY AND TRANSFER
COMPANY, a Nevada Corporation,

Plaintiff,

v.

WEISER ASSET MANAGEMENT, LTD., a
Bahamas company, WEISER (BAHAMAS)
LTD., a Bahamas company, ATHANASIOS
SKARPELOS, an individual, and DOES 1
through 10,

Defendants.

Case No. CV15 02259

Dept. No. 10

DECLARATION OF FRANK Z.
LAFORGE IN SUPPORT OF WEISER'S
OPPOSITION TO SKARPELOS'S (1)
MOTION FOR SUMMARY JUDGMENT
AND (2) MOTION IN LIMINE

1. I am over 18 years of age, and I have personal knowledge of the matters attested to below. If called as a witness, I would be competent to testify as to the matters stated in this Declaration.

2. I am an attorney with the law firm of Holland & Hart LLP and counsel for cross-claimants Weiser Asset Management Ltd. and Weiser (Bahamas) Ltd. (collectively, "Weiser") in the above-entitled matter. I am duly admitted to practice law in the State of Nevada.

3. In the course of this case, cross-claimant Athanasios produced a document entitled Affidavit For Lost Stock Certificate with the Bates Number S000008. This appears to be the same Affidavit For Lost Stock Certificate referenced by plaintiff Nevada Agency And

1 Transfer Co. in paragraph 11 of the First Amended Complaint. A true and correct copy of the
2 document produced by Skarpelos is attached as **Exhibit 1**.

3 4. Since this interpleader case started, both Athanasios Skarpelos and Weiser have
4 propounded written discovery on one another. Specifically, Weiser propounded interrogatories
5 and document requests on Skarpelos. Skarpelos, however, has yet to provide remotely adequate
6 responses. Indeed, he has provided only 18 different documents, comprising 35 total pages to
7 date in the case. True and correct copies of Skarpelos's interrogatory and document-request
8 responses are attached as **Exhibits 2 and 3**.

9 5. As a further example, Weiser asked for Skarpelos's bank account statements for
10 the relevant period between 2011 and 2014, which it believes will show the many monetary
11 transfers he received from WAML. Skarpelos, however, responded solely with blanket
12 objections on the basis of burden and relevance, the former of which he has not substantiated
13 and the latter of which is an improper objection (and incorrect in any event). Nor has he
14 produced any documents or information from Lambros Pedafronimos ("Lambros") and Nicolas
15 Pedafronimos ("Nicolas"), two relatives of Skarpelos who served as his agents and were heavily
16 involved in his dealings with Weiser concerning Skarpelos's stock sale and withdrawals.

17 6. In addition to the inability of or refusal by Skarpelos to engage in written
18 discovery, the parties have also not yet conducted any depositions. Rather, they are in the
19 process of trying to schedule the depositions of various parties, which is complicated by the fact
20 that most of the witnesses are located in Greece and other parts of the world. At a minimum,
21 Weiser intends to depose Skarpelos, Lambros, and Nicolas. Skarpelos has indicated that all
22 three individuals are located in Greece and are unwilling to appear in the U.S. for their
23 depositions.

24 7. Weiser believes that Skarpelos's as yet insufficient written discovery responses
25 and the depositions of Skarpelos, Lambros, and Nicolas will provide additional documents and
26 information that would defeat Skarpelos's current motion for summation judgment, including,
27 but not limited to the following:
28

- Copies of Skarpelos's agreements with Weiser possessed by Lambros or Nicolas, showing the nature of his Weiser account and demonstrating the sale of the Anavex stock at issue. (Skarpelos himself claims to have almost no copies of any agreements with Weiser.)
- Oral testimony regarding Skarpelos's agreements with Weiser, which would also demonstrate the parties' agreement to sell stock as well as their performance thereof.
- Emails from Lambros or Nicolas concerning the same agreements, which also demonstrate the existence of the parties' agreements.
- Bank account information for Skarpelos, Lambros, and Nicolas, which would further demonstrate Skarpelos's withdrawals from his WAM account.

All of the following discovery items are likely to show the existence of a binding agreement between Skarpelos and Weiser from 2013 to sell 3,316,666 of the Anavex shares he had previously deposited with Weiser Asset Management Ltd. to open a brokerage account. They would further demonstrate the extent of Skarpelos's indebtedness to Weiser. Both issues are central to Skarpelos's current motion for summary judgment.

I declare under penalty of perjury under the law of the State of Nevada and the United States that the foregoing is true and correct.

DATED this 12th day of April, 2018

/s/ Frank Z. LaForge
FRANK Z. LAFORGE

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EXHIBIT INDEX

| EXHIBIT # | DESCRIPTION | # OF PAGES |
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| 2 | Skarpelos's Interrogatory Responses | 11 |
| 3 | Skarpelos's Document Responses | 18 |

9699104_1

EXHIBIT "1"

EXHIBIT "1"

AFFIDAVIT FOR LOST STOCK CERTIFICATE

I, Athanasios Skarpelos hereby declare and affirm as follows:

1. That I reside at:
NISSOYS 5
 Street Address
Athens GLYFADA
 City, State & Zip
GREECE 16675
 Country

2. That I am the legal and beneficial owner of the following shares of Anavex Life Sciences Corp.

3. The above-mentioned stock ownership is represented as follows:

| ISSUED TO | CERT. NO. | SHARE QTY | DATE ISSUED |
|----------------------|-----------|-----------|-------------|
| Athanasios Skarpelos | 660 | 92500 | 9/24/2007 |
| | 753 | 6633332 | 10/29/2009 |

4. That said certificate was/was not endorsed. (Circle one)

5. That the present status of the certificate is as follows: (Please describe, i.e. lost, misplaced or stolen.) lost.

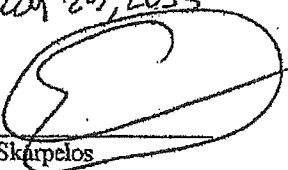
6. That I have not assigned, hypothecated, pledged, or in any other way disposed of either the stock certificate or its rights as a stockholder, in whole or in part.

7. That if the original certificate should ever come into my hands, custody or control, I will immediately and without consideration surrender the original to the Issuing Corporation or Nevada Agency and Transfer Company for cancellation.

ΑΝΑΣΤΑΣΙΟΣ Δ. ΧΡΙΣΤΙΑΣ
 ΔΙΔΑΚΤΩΡ ΝΟΜΙΚΗΣ ΠΑΡΙΣΙΩΝ
 ΔΙΚΗΓΟΡΟΣ ΠΑΡ' ΑΡΕΙΩ ΠΑΓΩ
 ΑΚΑΔΗΜΙΑΣ 57 - ΑΘΗΝΑ 106 79
 ΤΗΛ.: 3600154, 3603853, FAX: 3608926
 ΑΜ/ΔΣΑ: 3730 - ΑΦΜ: 006521672



Date: March 28, 2013


Athanasios Skarpeios

ACKNOWLEDGEMENT/NOTARIZATION

State of GREECE

) ss.

County of Attika

On March 23/13 (DATE) before me, Athanasios CHRISTIAS (NAME OF NOTARY), personally appeared Athanasios SKARPEIOS (NAME) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY SEAL
ΑΘΑΝΑΣΙΟΣ Δ. ΧΡΙΣΤΙΑΣ
ΔΙΔΑΚΤΩΡ ΝΟΜΙΚΗΣ ΠΑΡΙΣΙΩΝ
ΔΙΚΗΓΟΡΟΣ ΠΑΡ' ΑΡΕΙΩ ΠΑΓΩ
ΑΚΑΔΗΜΙΑΣ 57 - ΑΘΗΝΑ 106 79
ΤΗΛ.: 3600154, 3603853, FAX: 3608926
ΑΜ/ΔΣΑ: 3730 - ΑΦΜ: 006521572


NOTARY SIGNATURE

EXHIBIT "2"

EXHIBIT "2"

1 **Code: DISC**

2 JOHN F. MURTHA, ESQ.

3 **Nevada Bar No. 835**

4 W. CHRIS WICKER, ESQ.

5 **Nevada Bar No. 1037**

6 WOODBURN AND WEDGE

7 6100 Neil Road, Ste. 500

8 Reno, Nevada 89505

9 Telephone : (775) 688-3000

10 imurtha@woodburnandwedge.com

11 cwicker@woodburnandwedge.com

12 Attorneys for Defendant/Cross-Defendant

13 Athanasios Skarpelos

14 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

15 IN AND FOR THE COUNTY OF WASHOE

16 ***

17 NEVADA AGENCY AND TRANSFER
18 COMPANY, a Nevada corporation,

19 Plaintiff,

20 vs.

Case No. CV15-02259

Dept. No. 10

21 WEISER ASSET MANAGEMENT, LTD.,
22 a Bahamas company; WEISER (BAHAMAS)
23 LTD., a Bahamas company, ATHANASIOS
24 SKARPELOS, an individual; and Does 1-10

25 Defendants.

26 **DEFENDANT/CROSS-
27 DEFENDANT SKARPELOS'
28 ANSWERS TO WEISER ASSET
MANAGEMENT LTD.'S FIRST SET
OF INTERROGATORIES**

29 _____/
30 WEISER ASSET MANAGEMENT, LTD., a
31 Bahamas company, and WEISER (BAHAMAS)
32 LTD., a Bahamas company,

33 Cross-Claimants,

34 vs.

35 ATHANASIOS SKARPELOS, an individual,

36 Cross-Defendant.
37 _____/

1 Defendant/Cross-Defendant Athanasios Skarpelos, by and through his
2 attorneys Woodburn and Wedge, hereby answers Defendant/Cross-Claimant Weiser
3 Asset Management Ltd.'s First Set of Interrogatories as follows:
4

5 The answers to the interrogatories set forth below are based upon the best
6 information available to Skarpelos at this time. Skarpelos understands the need to
7 supplement his responses as more information may become available and reserves
8 the right to supplement these answers at any time.
9

10 In the following answers, the following definitions shall apply:

11 "Stock" shall mean and refer to the 3,316,666 shares of Anavex Life Sciences,
12 Inc. stock that is the subject of this action.

13 "Skarpelos" shall mean and refer to Athanasios Skarpelos.

14 "Transfer Agent" shall mean and refer to Nevada Agency and Transfer
15 Company.

16 "Weiser" shall mean and refer to Weiser Asset Management, Ltd. and Weiser
17 (Bahamas), Ltd., collectively.
18

19 **Interrogatory No. 1:**

20 State all facts materially supporting Your second affirmative defense (estoppel)
21 to Weiser's cross-claim.

22 **Answer:**

23 Objection. This request seeks information that is protected by the work product
24 doctrine. Additionally, the request is vague and ambiguous. Notwithstanding these
25 objections and without waiving any privileges, Weiser should be estopped from
26 asserting any claim to the Stock because it had been deposited with Weiser by
27 Skarpelos as a condition to opening an account with Weiser and not for the purpose
28

1 of allowing Weiser to sell it for any reason. Furthermore, Weiser purportedly sold the
2 Stock without any contractual authority to do so and without any notice whatsoever to
3 Skarpelos.
4

5 **Interrogatory No. 2:**

6 State all facts materially supporting Your third affirmative defense (laches) to
7 Weiser's cross-claim.

8 **Answer:**

9 Objection. This request seeks information that is protected by the work product
10 doctrine. Additionally, the request is vague and ambiguous. Notwithstanding these
11 objections, and without waiving any privileges, Weiser's unreasonably delayed making
12 its demand upon the Transfer Agent to transfer the Stock to it. Weiser's claim to the
13 Stock, if it has one, arose in the spring or summer of 2013, yet Weiser did not make a
14 demand upon the Transfer Agent to transfer the Stock until November 2015, more than
15 2 years later.
16

17 **Interrogatory No. 3:**

18 State all facts materially supporting Your fourth affirmative defense (no contract)
19 to Weiser's cross-claim.
20

21 **Answer:**

22 Objection. This request seeks information that is protected by the work product
23 doctrine and the attorney-client privilege. Notwithstanding these objections and
24 without waiving any privileges, Weiser had no contract, written or oral, with Skarpelos
25 that gave Weiser the right to sell the Stock to itself.
26

27 ///

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5 **Interrogatory No. 4:**

6 State all facts materially supporting Your seventh affirmative defense (breach of
7 contract) to Weiser's cross-claim.

8 **Answer:**

9 Objection. This request seeks information that is protected by the work product
10 doctrine and the attorney-client privilege. Notwithstanding these objections and
11 without waiving any privileges, to the extent a contract may have existed between
12 Skarpelos and Weiser, the contract did not grant Weiser the right to sell the Stock to
13 itself, yet Weiser purportedly did sell the Stock to itself in breach of whatever contract
14 may have existed between Skarpelos and Weiser.

15 **Interrogatory No. 5:**

16 State all facts materially supporting Your ninth affirmative defense (fraud in the
17 inducements) to Weiser's cross-claim

18 **Answer:**

19 Objection. This request seeks information that is protected by the work product
20 doctrine and the attorney-client privilege. Notwithstanding these objections and
21 without waiving any privileges, Skarpelos deposited the Stock with Weiser as a
22 condition to opening an account with Weiser and not for the purpose of having Weiser
23 sell it to itself or any other person. Skarpelos was not advised that Weiser would
24 consider the deposit of the Stock as collateral for Skarpelos account. Furthermore,
25 when Skarpelos opened his account with Weiser, he specifically indicated he wanted
26 his account to be a "cash account" without the ability to borrow funds against it, yet
27 Weiser apparently now claims Skarpelos' account had been borrowed against thereby
28 giving Weiser the right to sell the Stock to itself. Skarpelos was never advised prior to

1 opening his account with Weiser that if he deposited the Stock with Weiser it could
2 later claim the right to sell the Stock to itself.

3
4 **Interrogatory No. 6:**

5 State all facts materially supporting Your eleventh affirmative defense (statute
6 of limitations) to Weiser's cross-claim.

7 **Answer:**

8 Weiser's claim to the Stock, if it has one, arose in the spring or summer of 2013,
9 yet Weiser did not make a demand upon the Transfer Agent to transfer the Stock until
10 November 2015. This action was commenced on November 18, 2016, and Weiser's
11 counterclaims were not filed until May 23, 2016.

12
13 **Interrogatory No. 7:**

14 State all material facts supporting Your allegation that "Weiser stopped
15 answering its phones", as alleged in the Amended Complaint and adopted by Your
16 Cross-claim, including but not limited to: (a) the precise time period during which You
17 allege Weiser stopped answering its phones; (b) the number and specific times You
18 attempted to call; and (c) what You wished to discuss with Weiser during that period.

19
20 **Answer:**

21 Objection. This request is vague, ambiguous and burdensome due to the length
22 of time since the attempted communications occurred. Notwithstanding these
23 objections, due to the long period of time that has passed, Skarpelos does not have
24 access to records that can provide the details requested by the Interrogatory and for
25 that reason must stand on the statements in the pleadings.

26 ///
27
28

1 **Interrogatory No. 8:**

2 State all facts material supporting Your twelfth affirmative defense (waiver) to
3 Weiser's cross-claim.
4

5 **Answer:**

6 See Answers to Interrogatories 1 and 2, above.

7 **Interrogatory No. 9:**

8 State all facts materially supporting Your thirteenth affirmative defense
9 (mitigation of damages) to Weiser's cross-claim.
10

11 **Answer:**

12 Objection. This request seeks information that is protected by the work product
13 doctrine and the attorney-client privilege. This request is vague and ambiguous.
14 Furthermore, due to Weiser's inability or unwillingness to produce records that are
15 responsive to Skarpelos discovery in this case, Skarpelos has not had an opportunity
16 to fully develop all of the facts that could be supportive of the defense. Notwithstanding
17 these objections and without waiving any privileges, it appears Weiser, for unknown
18 reasons, delayed in making any claim to the Stock which could have provided full
19 recovery for any claims it may have had against Skarpelos arising out of the
20 establishment of Skarpelos' account with Weiser.
21

22 **Interrogatory No. 10:**

23 Identify each occasion on which You demanded from Weiser, orally or in writing,
24 that Weiser return either Certificate Nos. 660 and 753 or the value thereof, identifying
25 the date on which the demand was made, who made it, how it was made, and
26 identifying any Documents materially supporting Your response.
27

28 **Answer:**

1 Objection. This request is vague, ambiguous and burdensome due to the length
2 of time since the attempted communications occurred. Notwithstanding these
3 objections, Skarpelos' credentials to the email server that was hosted by Christos
4 Livadas were revoked by him in 2013. Mr. Livadas has custody of the emails
5 necessary to provide detailed answers to this Interrogatory. See, Bates Nos. WEISER
6 341-343.
7

8 **Interrogatory No. 11:**

9 Explain why You provided Certificate Nos. 660 and 753 to Weiser, detailing what
10 Your understanding of the parties' relationship was with respect to those certificates,
11 the parties' respective obligations to one another in connection with that transaction, if
12 any and identifying any Documents materially supporting Your response.
13

14 **Answer:** Physical Certificates Nos. 660 and 753 as well as completed
15 account opening forms were provided to Howard Daniels who represented Weiser as
16 it's Chief Operating Officer at the offices of Equity Trust Bahamas Ltd., solely to
17 establish a brokerage account with Weiser in Skarpelos' name. See, Bates No. S 6.
18

19 **Interrogatory No. 12:**

20 Identify each occasion when You either transferred money or stock shares to
21 Weiser or received money or stock shares from Weiser between 2007 and present,
22 setting forth in detail the date, the amount of money or stock shares, the currency or
23 name of the stock shares, and the nature of each transaction.
24

25 **Answer:**

26 See Answer to Interrogatory No. 11.
27

28 ///

1 **Interrogatory No. 13:**

2 Identify all enforceable contracts entered into by You and Weiser between 2007
3 and present, whether written or oral, setting forth in detail the date of the agreement,
4 its material terms, and identifying any Documents materially supporting Your response.
5

6 **Answer:**

7 Objection. The interrogatory calls for a legal conclusion. Additionally, the
8 interrogatory seeks information that is protected by the work product doctrine and the
9 attorney-client privilege. This request is vague and ambiguous. Notwithstanding these
10 objections and without waiving any privilege, the only contractual arrangement
11 between Skarpelos and Weiser is embodied in the Weiser Asset Management, Ltd.
12 account application signed by Skarpelos in May 2011 and accepted by Weiser in
13 October 2011. See, Bates Nos. WEISER 352-361.
14

15 **Interrogatory No. 14:**

16 Explain the scope of Lambros Pedafronimos's involvement in any of Your email
17 accounts between 2007 and 2014, setting forth (a) the dates or date ranges during
18 which he had access to any of Your email accounts, (b) the actions he took concerning
19 Your emails (reading, drafting, responding, etc.), and (c) the kinds of actions You
20 authorized him to take concerning Your emails.
21

22 **Answer:**

23 Objection. This request is vague, ambiguous and burdensome, especially
24 considering the time frame (2007-2014). Additionally, inasmuch as the account
25 relationship between Skarpelos and Weiser began in May 2011, any involvement by
26 Lambros Pentafronimos with Skarpelos' email account prior to that date is wholly
27 irrelevant to the issues in this case. Notwithstanding these objections, Lambros
28

1 Pentafronimos may have helped Skarpelos from time to time, but due to the passage
2 of time Skarpelos cannot recall specific dates and/or times.
3

4 **Interrogatory No. 15:**

5 Explain the scope of Nikolaos Pentafronimos's involvement in any of Your email
6 accounts between 2007 and 2014, setting forth (a) the dates or date ranges during
7 which he had access to any of Your email accounts, (b) the actions he took concerning
8 Your emails (reading, drafting, responding, etc.), the kinds of actions You authorized
9 him to take concerning Your emails.
10

11 **Answer:**

12 Objection. This request is vague, ambiguous and burdensome, especially
13 considering the time frame (2007-2014). Additionally, inasmuch as the account
14 relationship between Skarpelos and Weiser began in May 2011, any involvement by
15 Nikolaos Pentafronimos with Skarpelos' email account prior to that date is wholly
16 irrelevant to the issues in this case. Notwithstanding these objections, Lambros
17 Pentafronimos may have helped Skarpelos from time to time, but due to the passage
18 of time Skarpelos cannot recall specific dates and/or times.
19

20 I, ATHANASIOS SKARPELOS, declare under oath that I know the contents of
21 the answers to the interrogatories set forth above and that the same are true and
22 correct to the best of my own personal knowledge.

23 DATED this _____ day of January, 2018.
24

25 _____
26 ATHANASIOS SKARPELOS
27
28

1 I, JOHN F. MURTHA, execute these answers to interrogatories pursuant to the
2 provisions of NRCP 33(b)(2).
3

4 DATED this 12th day of January, 2018.

5 WOODBURN AND WEDGE

6
7 By 

8 John F. Murtha, Esq.
9 Attorneys for Cross-Claimant
Athanasios Skarpelos

10
11 **AFFIRMATION**
12 Pursuant to NRS 239B.030

13 The undersigned does hereby affirm that the preceding document does not
14 contain the social security number of any person.

15 DATED this 12th day of January, 2018.

16 WOODBURN AND WEDGE

17
18 By 

19 John F. Murtha, Esq.
20 Attorneys for Cross-Claimant
Athanasios Skarpelos

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as follows:

Alexander H. Walker III, Esq.
57 West 200 South, Suite 400
Salt Lake City, UT 84101

Donise Cercare

EXHIBIT "3"

EXHIBIT "3"

1 **Code: DISC**

2 JOHN F. MURTHA, ESQ.

3 **Nevada Bar No. 835**

4 W. CHRIS WICKER, ESQ.

5 **Nevada Bar No. 1037**

6 WOODBURN AND WEDGE

7 6100 Neil Road, Ste. 500

8 Reno, Nevada 89505

9 Telephone : (775) 688-3000

10 jmurtha@woodburnandwedge.com

11 cwicker@woodburnandwedge.com

12 Attorneys for Defendant/Cross-Defendant

13 Athanasios Skarpelos

14 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

15 IN AND FOR THE COUNTY OF WASHOE

16 ***

17 NEVADA AGENCY AND TRANSFER
18 COMPANY, a Nevada corporation,

19 Plaintiff,

20 vs.

21 Case No. CV15-02259

22 Dept. No. 10

23 WEISER ASSET MANAGEMENT, LTD.,
24 a Bahamas company; WEISER (BAHAMAS)
25 LTD., a Bahamas company, ATHANASIOS
26 SKARPELOS, an individual; and Does 1-10

27 Defendants.

28 **DEFENDANT/CROSS-
DEFENDANT SKARPELOS'
RESPONSES TO WEISER ASSET
MANAGEMENT LTD.'S FIRST SET
OF REQUESTS FOR PRODUCTION**

29 _____/
30 WEISER ASSET MANAGEMENT, LTD., a
31 Bahamas company, and WEISER (BAHAMAS)
32 LTD., a Bahamas company,

33 Cross-Claimants,

34 vs.

35 ATHANASIOS SKARPELOS, an individual,

36 Cross-Defendant.
37 _____/

1 Defendant/Cross-Defendant Athanasios Skarpelos, by and through his
2 attorneys Woodburn and Wedge, hereby responds to Defendant/Cross-Claimant
3 Weiser Asset Management Ltd.'s First Set of Requests For Production as follows:
4

5 The responses set forth below are based upon the best information available to
6 Defendant/Cross-Defendant at this time. Defendant/Cross-Defendant understands
7 the need to supplement his responses as information becomes available and reserves
8 the right to supplement them at any time.
9

10 In the following responses, the following definitions shall apply:

11 "NATCO" shall mean and refer to Nevada Agency and Transfer Company.

12 "Stock" shall mean and refer to the 3,316,666 shares of Anavex Life Sciences,
13 Inc. stock that is the subject of this action.

14 "Skarpelos" shall mean and refer to Athanasios Skarpelos.

15 "Weiser" shall mean and refer to Weiser Asset Management, Ltd. and Weiser
16 (Bahamas), Ltd., collectively.
17

18 **Request For Production No. 1:**

19 Produce all Communications between You and Weiser, including, but not limited
20 to, all correspondence of any kind and Documents sent from one party to the other.

21 **Response:**

22 Objection. The request is vague, overly broad and burdensome in that it is not
23 limited in time nor is it limited to the subject matter of this lawsuit. Furthermore, Weiser
24 is duty bound under the law to maintain such documents and, therefore, the requested
25 documents should be available from its own records. Notwithstanding these
26 objections, Skarpelos has produced all documents in his possession and control that
27 may be responsive to the request.
28

1 **Request For Production No. 2:**

2 Produce all Communications between You and NATCO that mention or
3 reference, directly or indirectly, Anavex between 2010 and present.
4

5 **Response:**

6 Objection. The request is vague, overly broad and burdensome in that it is not
7 limited to the subject matter of this lawsuit. Notwithstanding this objection, Skarpelos
8 has produced all communication between himself and NATCO that reference the
9 Stock.
10

11 **Request For Production No. 3:**

12 Produce all Communications between You and NATCO that mention or
13 reference, directly or indirectly, the Disputed Stock between 2010 and present.

14 **Response:**

15 See Response to Request for Production No. 2.

16 **Request For Production No. 4:**

17 Produce all Communications between You and Lambros Pedafronimos that
18 mention or reference, directly or indirectly, Weiser, Anavex, Christos Livadas, or
19 NATCO since 2010.
20

21 **Response:**

22 Objection. The request is vague, overly broad and burdensome in that it is not
23 limited to the subject matter of this lawsuit. Notwithstanding this objection, Skarpelos
24 has produced all communications between himself and Lambros Pedafronimos that
25 are within his custody and control.
26

27 ///

1
2 **Request For Production No. 5:**

3 Produce all Communications between You and Nikolaos Pentrafronimos [sic]
4 that mention or reference, directly or indirectly, Weiser, Anavex, Christos Livadas, or
5 NATCO since 2010.

6 **Response:**

7 Objection. The request is vague, overly broad and burdensome in that it is not
8 limited to the subject matter of this lawsuit. Notwithstanding this objection, Skarpelos
9 has produced all communications between himself and Nikolaos Pedafronimos that
10 are within his custody and control.
11

12 **Request For Production No. 6:**

13 Produce all Documents and Communications that materially support Your
14 contention that You are the "sole, true and rightful owner of all of the Disputed Stock",
15 as alleged in Your Answer to the Amended Complaint and Cross-claim.
16

17 **Response:**

18 Objection. The request seeks information that is protected by the work product
19 doctrine and the attorney-client privilege. Notwithstanding this objection, Skarpelos
20 has provided all documents in his possession and under his control that are responsive
21 to this request.

22 **Request For Production No. 7:**

23 Produce all Documents and Communications evidencing Your concern as to
24 whether or not Weiser is a "properly licensed broker-dealer in the United States," as
25 alleged in the Amended Complaint and adopted by Your Cross-claim.
26

27 ///

1 **Response:**

2 All documents in Skarpelos' possession or under his control that are responsive
3 to this request have already been produced.
4

5 **Request For Production No. 8:**

6 Produce all phone records for ay phone used to attempt to contact Weiser
7 during the period in which You claim that "Weiser stopped answering its phones,: as
8 alleged in the Amended Complaint and adopted in Your Cross-claim, including phone
9 records for the four months preceding and four months subsequent to that period.
10

11 **Response:**

12 Objection. This request is vague, overly broad and burdensome due to the
13 length of time since the communications occurred. Skarpelos does not have access
14 to records that can provide the details.

15 **Request For Production No. 9:**

16 Produce all Documents memorializing any transfers between any account
17 belonging to Lambros Pedafronimos and any Account owned or controlled by You
18 between 2007 and January 2014.
19

20 **Response:**

21 Objection. This request is vague, overly broad, irrelevant and burdensome in
22 that it is not limited to the dates that would be applicable to the issues in this case, nor
23 is it limited to accounts or transfers that would evidence or relate to any deposits or
24 withdrawals connected to Skarpelos' account with Weiser. Furthermore, Skarpelos
25 does not have access to any detailed account statements that would be responsive to
26 the request. Skarpelos was only able to obtain some account summaries which are
27 produced herewith as S0000032-35.
28

1 **Request For Production No. 10:**

2 Produce all Documents memorializing any transfers between any account
3 belonging to Nikolas Pentafronimos [sic] and any Account owned or controlled by You
4 between 2007 and January 2014.
5

6 **Response:**

7 See Response to Request No. 9.
8

9 **Request For Production No. 11:**

10 Produce all Documents memorializing any payments by Lambros Pedafronimos
11 of any debt owed by You between 2007 and January 2014.

12 **Response:**

13 Objection. This request is vague, overly broad, irrelevant and burdensome in
14 that it is not limited to the dates that would be applicable to the issues in this case, nor
15 is it limited to matters or facts that are relevant to the issues in this case.
16 Notwithstanding these objections, Skarpelos does not have any documents that are
17 responsive to the request.
18

19 **Request For Production No. 12:**

20 Produce all Documents memorializing any payments by Nikolaos
21 Pentafronimos [sic] of any debt owed by You between 2007 and January 2014.

22 **Response:**

23 See Response to Request No. 11.
24

25 **Request For Production No. 13:**

26 Produce all Account statements from any account owned or controlled by You
27 between May 2011 and January 2014.
28

///

1 **Response:**

2 Objection. This request is vague, overly broad, irrelevant and burdensome in
3 that it is not limited to the dates that would be applicable to the issues in this case, nor
4 is it limited to accounts that would have any relevance to the issues in this case.
5 Notwithstanding these objections, regarding the one account that is relevant to this
6 case, Skarpelos' account with Weiser, Skarpelos has no documents that are
7 responsive to this request because other than the one account statement produced by
8 Weiser during discovery in this matter (WEISER378-380) Skarpelos has never
9 received any account statements from Weiser.
10

11 **Request For Production No. 14:**

12 Produce all Documents materially supporting Your contention in the Affidavit for
13 Lost Certificate that Your Anavex stock certificates were lost.
14

15 **Response:**

16 All documents in Skarpelos possession or under his control that touch upon the
17 issue have been produced.
18

19 **Request For Production No. 15:**

20 Produce all Documents that mention or reference the sale of Anavex stock
21 between 2010 and 2016.

22 **Response:**

23 Objection. The request is vague, ambiguous, overly broad, irrelevant and
24 burdensome in that it is not limited to times that are relevant to the issues in this case
25 nor is it necessarily limited to documents that are relevant to the issues in this case.
26 All documents in Skarpelos' possession or under his control that are relevant to the
27 issues in this case have been produced.
28

1 **Request For Production No. 16:**

2 Produce all Documents that mention or reference the Purchase Agreement.

3 **Response:**

4 Objection. The request is vague, ambiguous, overly broad, irrelevant and
5 burdensome in that it is not limited to times that are relevant to the issues in this case
6 nor is it limited to the issues or the subject matter of the litigation. Notwithstanding
7 these objections, all documents in Skarpelos' possession or under his control that are
8 relevant to the issues in this case have been produced.
9

10 **Request For Production No. 17:**

11 Produce all Agreements – including any preliminary drafts, edits, amendments,
12 and exhibits – You entered into with either Weiser or Christos Livadas, including, but
13 not limited to, those involving Anavex Stock.
14

15 **Response:**

16 Objection. The request is vague, ambiguous, overly broad, irrelevant and
17 burdensome in that it is not limited to times that are relevant to the issues in this case
18 nor is it limited to the issues or the subject matter of the litigation. Notwithstanding
19 these objections, all documents in Skarpelos' possession or under his control that are
20 relevant to the issues in this case have been produced.
21

22 **Request For Production No. 18:**

23 Produce all drafts of prospective Agreements that You had with either Weiser
24 or Christos Livadas but did not ultimately enter into, including, but not limited to, those
25 involving Anavex Stock.
26

27 ///

1 **Response:**

2
3 Objection. The request is vague, ambiguous, overly broad, irrelevant and
4 burdensome in that it is not limited to times that are relevant to the issues in this case
5 nor is it limited to the issues or the subject matter of the litigation. Notwithstanding
6 these objections, all documents in Skarpelos' possession or under his control that are
7 relevant to the issues in this case have been produced.

8 **Request For Production No. 19:**

9 Produce all Communications between You and Christos Livadas, including, but
10 not limited to, all correspondence of any kind and Documents sent from one party to
11 the other.

12 **Response:**

13
14 Objection. The request is vague, ambiguous, overly broad, irrelevant and
15 burdensome in that it is not limited to times that are relevant to the issues in this case
16 nor is it limited to the issues or the subject matter of the litigation. Notwithstanding
17 these objections, all documents in Skarpelos' possession or under his control that are
18 relevant to the issues in this case have been produced.

19 **Request For Production No. 20:**

20 Produce all documents or communications materially supporting Your response
21 to Interrogatory No. 1.

22 **Response:**

23 All responsive documents have been produced.

24 **Request For Production No. 21:**

25 Produce all documents or communications materially supporting Your response
26 to Interrogatory No. 2.

1 **Response:**

2 All responsive documents have been produced.

3

4 **Request For Production No. 22:**

5 Produce all documents or communications materially supporting Your response

6 to Interrogatory No. 3.

7 **Response:**

8 All responsive documents have been produced.

9

10 **Request For Production No. 23:**

11 Produce all documents or communications materially supporting Your response

12 to Interrogatory No. 4.

13 **Response:**

14 All responsive documents have been produced.

15 **Request For Production No. 24:**

16 Produce all documents or communication materially supporting Your response

17 to Interrogatory No. 5.

18 **Response:**

19 All responsive documents have been produced.

20

21 **Request For Production No. 25:**

22 Produce all documents or communications materially supporting Your response

23 to Interrogatory No. 6.

24 **Response:**

25 All responsive documents have been produced.

26 ///

27 ///

1 **Request For Production No. 27:**

2
3 Produce all documents or communications materially supporting Your response
4 to Interrogatory No. 8.

5 **Response:**

6 All responsive documents have been produced.

7 **Request For Production No. 28:**

8 Produce all documents or communications materially supporting Your response
9 to Interrogatory No. 9.

10 **Response:**

11 All responsive documents have been produced.

12 **Request For Production No. 29:**

13 Produce all documents or communications materially supporting Your response
14 to Interrogatory No. 10.

15 **Response:**

16 All responsive documents have been produced.

17 **Request For Production No. 30:**

18 Produce all documents or communications materially supporting Your response
19 to Interrogatory No. 11.

20 **Response:**

21 All responsive documents have been produced.

22 **Request For Production No. 31:**

23 Produce all documents or communications materially supporting Your response
24 to Interrogatory No. 12.

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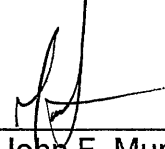
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I, JOHN F. MURTHA, execute these answers to interrogatories pursuant to the provisions of NRCP 33(b)(2).

DATED this 12th day of January, 2018.

WOODBURN AND WEDGE

By


John F. Murtha, Esq.
Attorneys for Cross-Claimant
Athanasios Skarpelos

AFFIRMATION

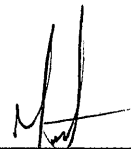
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED this 12th day of January, 2018.

WOODBURN AND WEDGE

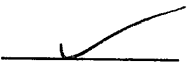
By


John F. Murtha, Esq.
Attorneys for Cross-Claimant
Athanasios Skarpelos

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CERTIFICATE OF SERVICE

I certify that I am an employee of the law firm of Woodburn and Wedge, and that on the 12th day of January, 2018, I caused the foregoing document to be delivered to the parties entitled to notice in this action by:

-  placing a true copy thereof in a sealed, stamped envelope with the United States Postal Service at Reno, Nevada
- _____ personal delivery
- _____ email
- _____ electronic filing
- _____ Federal Express or other overnight delivery

as follows:

Jeremy J. Nork, Esq.
Frank Z. LaForge, Esq.
Holland Hart LLP
5441 Kietzke Lane, 2nd Floor
Reno, Nevada 89511

Clay P. Brust, Esq.
Robison, Simons, Sharp & Brust
71 Washington St.
Reno, NV 89503

Alexander H. Walker III, Esq.
57 West 200 South, Suite 400
Salt Lake City, UT 84101



ΕΓΝΙΚΗ ΤΡΑΠΕΖΑ ΤΗΣ ΕΛΛΑΔΟΣ Α.Ε.

ΚΑΤΑΣΤΑΣΗ ΑΝΑΛΥΤΙΚΗΣ ΚΙΝΗΣΗΣ ΚΑΤΑΘΗΤΙΚΟΥ ΛΟΓΑΡΙΑΣΜΟΥ 248/7450303

ΣΕΛΙΔΑ: 1

ΚΩΔΙΚΟΣ ΚΑΤΑΣΤΑΣΗΣ: ΚΑ384-V

ΚΑΤΑΣΤΗΜΑ: 248 ΛΕΥΚΟΥΣ

ΗΜΕΡΟΜΗΝΙΑ ΕΚΔΟΣΗΣ: 04.01.2018

ΔΕΝ ΥΠΑΡΧΟΥΝ ΑΝΑΛΥΤΙΚΕΣ ΚΙΝΗΣΕΙΣ ΚΑΤΑ ΤΟ ΔΙΑΣΤΗΜΑ 01.01.2007 ΕΩΣ 04.01.2018
ΛΟΓΑΡΙΑΣΜΟΣ ΑΚΙΝΗΤΟΥ Η ΑΝΤΙΔΡΑΣΤΟΣ ΤΟ ΑΙΤΟΥΜΕΝΟ ΧΡΟΝΙΚΟ ΔΙΑΣΤΗΜΑ

2487450303

ΤΕΛΟΣ ΚΑΤΑΣΤΑΣΗΣ: ΚΑ384-V

ΜΟΝΗΜΑ ΠΟΥ ΕΧΕΙ ΕΛΑΧΘΕΙ ΑΠΟ ΤΑ ΤΗΡΟΥΜΕΝΑ ΜΕΧΑΝΟΓΡΑΦΙΚΟΙ
ΕΜΠΟΡΙΚΑ ΒΙΒΛΙΑ ΤΗΣ ΤΡΑΠΕΖΑΣ ΚΑΙ ΕΚΤΥΠΩΜΕΝΟ
ΑΠΟ ΤΟΝ ΗΛΕΚΤΡΟΝΙΚΟ ΥΠΟΛΟΓΙΣΤΗ ΑΥΤΗΣ

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Ο ΠΡΕΣΒΥΤΕΡΟΣ ΤΗΣ ΤΡΑΠΕΖΑΣ
ΕΓΝΙΚΗ ΤΡΑΠΕΖΑ ΤΗΣ ΕΛΛΑΔΟΣ Α.Ε.

S000032

JA0462

ΑΠΛΟ ΤΑΜΙΕΥΤΗΡΙΟ

248/745030-30

ΣΚΑΡΠΕΛΟΣ ΗΛΙΑΣ ΑΘΑΝΣ
ΣΚΑΡΠΕΛΟΣ ΑΘΑΝΑΣΙΟΣ ΗΛΙΑΣ
ΣΚΑΡΠΕΛΟΣ ΚΩΝ ΝΟΣ ΗΛΙΑ

IBAN ΛΟΓΑΡΙΑΣΜΟΥ
GR9201102480000024874503030

ΚΩΔ. SWIFT ΤΡΑΠΕΖΑΣ (BIC) ETHNGRAA

NATIONAL BANK OF GREECE S.A.
BRANCH (248)

Α. ΤΡΑΠΕΖΑ

S000033

JA0463

ΑΠΛΟ ΤΑΜΙΕΥΤΗΡΙΟ

248/606024-24

ΣΚΑΡΠΕΛΟΣ ΑΘΑΝΑΣΙΟΣ ΗΛΙΑΣ

IBAN ΛΟΓΑΡΙΑΣΜΟΥ
GR7701102480000024860602424

ΚΩΔ. SWIFT ΤΡΑΠΕΖΑΣ (BIC) ETHNGRAA

NATIONAL BANK OF GREECE S.A.
ATHENS BRANCH (240)

ΕΠΙΧΕΙΡΗΣΙΑ

S000034

JA0464

ΕΘΝΙΚΗ ΤΡΑΠΕΖΑ ΤΗΣ ΕΛΛΑΔΟΣ Α.Ε.
ΚΑΤΑΣΤΑΣΗ ΑΝΑΛΥΤΙΚΗΣ ΚΙΝΗΣΗΣ ΚΑΤΑΘΗΤΙΚΟΥ ΛΟΓΑΡΙΑΣΜΟΥ 248/6060242
ΚΩΔΙΚΟΣ ΚΑΤΑΣΤΑΣΗΣ: ΚΑ339-V

ΣΕΛΙΔΑ: 1

| ΚΑΤΑΣΤΗΜΑ: | 248 | ΑΙΤΡΟΥΣ | ΑΡΙΘΜΟΣ ΕΠΙΤΑΓΗΣ | ΑΣΙΑ | ΚΑΤ/ΜΑ ΣΥΝΔΕΛΛΑΓΗΣ | ΛΟΓΟ | ΝΟΜΙΣΜΑ | ΥΠΟΛΟΙΠΟ |
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| ΥΠΗΡΕΣΙΑ: | 90 | | ΑΙΤΙΟΛΟΓΙΑ | | | | | |
| ΗΜΕΡΟΜΗΝΙΑ | 24860602424 | ΗΜΕΡΟΜΗΝΙΑ ΠΡΟΗΓΟΥΜΕΝΗΣ ΚΙΝΗΣΗΣ: | 01.01.0001 | ΠΡΟΗΓΟΥΜΕΝΟ ΥΠΟΛΟΙΠΟ: | | | | |
| 14.08.2014 | 010 ΚΑΤΑΘΕΣΗ | 14.08.2014 2480A | | | 250,00 ΠΙ | ΕΥΡΩ | 0,00 | ΕΥΡΩ |
| 20.08.2014 | 022 ΕΝΤΟΛΗ 24800006627 | 20.08.2014 2480A | | | 229,65 ΧΡ | ΕΥΡΩ | | 250,00 ΠΙ |
| | | | | | | | | 20,35 ΠΙ |

ΝΕΟ ΥΠΟΛΟΙΠΟ : 20,35 ΠΙ ΕΥΡΩ

ΤΕΛΟΣ ΚΑΤΑΣΤΑΣΗΣ: ΚΑ339-V

ΑΠΟΠΛΗΡΩΜΑ ΠΟΥ ΕΧΕΙ ΕΣΧΑΘΕΙ ΑΠΟ ΤΑ ΤΗΡΟΥΜΕΝΑ ΜΗΧΑΝΟΓΡΑΦΙΚΟΣ
ΕΜΠΟΡΙΚΑ ΒΙΒΛΙΑ ΤΗΣ ΤΡΑΠΕΖΑΣ ΚΑΙ ΕΚΤΥΠΩΜΕΝΟ
ΑΠΟ ΤΟΝ ΗΛΕΚΤΡΟΝΙΚΟ ΥΠΟΛΟΓΙΣΤΗ ΑΥΤΗΣ

.....5.1/11/2018

Ο ΠΡΕΣΒΥΤΕΡΟΣ ΤΗΣ ΕΛΛΑΔΟΣ Α.Ε.

S000035

JA0465

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5 fzlaforge@hollandhart.com

6 Attorneys for Defendants
Weiser Asset Management, Ltd. and Weiser Bahamas Ltd.
7

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE COUNTY OF WASHOE**

10 NEVADA AGENCY AND TRANSFER
11 COMPANY, a Nevada Corporation,

Case No. CV15 02259

Dept. No. 10

12
13 Plaintiff,

14 v.

**WEISER'S OPPOSITION TO
SKARPELOS'S MOTION FOR
SUMMARY JUDGMENT**

15 WEISER ASSET MANAGEMENT, LTD., a
Bahamas company, WEISER (BAHAMAS)
16 LTD., a Bahamas company, ATHANASIOS
17 SKARPELOS, an individual, and DOES 1
through 10,

18 Defendants.
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HOLLAND & HART LLP
5441 KIETZKE LANE, SECOND FLOOR
RENO, NEVADA 89511
(775) 327-3000

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| B. After he had withdrawn \$140,288 from his WAM account that was funded with the Anavex stock, Skarpelos falsely informs NATCO that he lost Certificate Numbers 660 and 753 and seeks replacements. | 3 |
| C. Skarpelos sells 3,316,666 Anavex shares to Weiser for \$250,000 in April 2013. | 4 |
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| A. Skarpelos received \$250,000 in his WAM account in exchange for 3,316,666 of the Anavex shares that Skarpelos had previously deposited. | 6 |
| B. In the alternative, Skarpelos is liable for the \$245,464.64 he withdrew from WAM on the basis of his Anavex stock. | 8 |
| C. Weiser is entitled to further discovery under NRCP 56(f) before summary judgement is appropriate. | 10 |
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I. INTRODUCTION

This is an interpleader dispute over who owns 3,316,666 shares of Anavex Life Sciences Corp. (“Anavex”) stock. In 2011, cross-claimant Athanasios Skarpelos deposited two Anavex stock certificates to open an account with Weiser Asset Management Ltd. (“WAM”). Over the next two years, Skarpelos proceeded to withdraw and run up a negative balance of about \$150,000. Given his large debt and need for cash, he arranged to sell 3,316,666 of the Anavex shares he had deposited with WAM to Weiser (Bahamas) Ltd. (dba “Weiser Capital”) for \$250,000 in April 2013. This transaction is demonstrated by the testimony of Skarpelos’s financial advisor and the owner of Weiser Capital, Christos Livadas. It is also demonstrated by Skarpelos’s 2013 WAM account statement, which expressly shows (a) the sale of 3,316,666 shares of Anavex stock on April 2, 2013, and (b) a corresponding credit of \$250,000 to Skarpelos’s WAM account that transformed his *negative* \$150,000 balance into a *positive* balance of nearly \$100,000. It is further demonstrated by the fact that, after the April transaction, Skarpelos proceeded to make several more withdrawals from his WAM account until he had less than \$5,000 left. Finally, after Skarpelos was hospitalized for a period of time in April and May, the parties memorialized the transaction in July 2013 in a fully executed purchase-and-sale agreement and power of attorney.

Despite these facts, Skarpelos now moves for summary judgment on the basis that Weiser never performed its part on the July 2013 purchase-and-sale agreement by paying Skarpelos \$250,000 after July 2013. Skarpelos, however, ignores the fact that WAM and Weiser Capital (collectively “Weiser”) had already performed their part by crediting Skarpelos’s account with that amount in April 2013. Moreover, Skarpelos actually withdrew over 98% of the \$250,000 in cash. Putting aside Weiser’s alternative claim against Skarpelos for his quarter-million-dollar debt to WAM, as well as the applicability of NRCP 56(f), this basis alone raises genuine issues of material fact that defeat Skarpelos’s motion.

1 **II. FACTS**

2 **A. Skarpelos opens an account with WAM in 2011 by depositing Certificate**
3 **Numbers 660 and 753 as collateral.**

4 WAM is a Class-1 broker dealer maintaining custody of client assets over \$250 million.
5 Declaration of Christos Livadas In Support Of Weiser's Opposition to Skarpelos's (1) Motion
6 For Summary Judgment and (2) Motion In Limine ("Livadas Decl.") ¶4, attached hereto as
7 **Exhibit A.** WAM is registered and regulated by the Financial Services Authority and Securities
8 Commission of the Bahamas, and is a registered foreign broker-dealer in Canada regulated by
9 the Ontario Securities Commission. *Id.* WAM is audited annually by Grant Thornton, one of the
10 world's leading organizations of independent audit, tax, and advisory firms. *Id.*

11 Weiser Capital is an affiliate entity to WAM and provides investment banking advisory
12 services and deal arrangement as an investor in principal on behalf of WAM and its clients. *Id.*
13 ¶5. These functions are segregated between WAM and Weiser Capital for risk-management
14 purposes. *Id.*

15 Livadas is the owner and director of Weiser Holdings Ltd., the parent company of
16 WAM, which he acquired in 2014. *Id.* ¶2. He is also the owner and director of Weiser Capital,
17 which he founded in 2011. *Id.* Before 2014, Livadas also assisted Skarpelos in managing his
18 financial affairs, funding his business initiatives, and sourcing buyers for sales of his assets. *Id.*
19 ¶7. Skarpelos is an experienced investor from Greece and one of the founders of Anavex, a
20 pharmaceutical company. *Id.* ¶6. Livadas was thus the primary liaison between Skarpelos and
21 WAM, in addition to coordinating transactions with his other financial trustees or
22 administrators. *Id.* ¶7. Often this involved Livadas helping Skarpelos arrange for the sale of his
23 Anavex stock. *Id.* For example, in October 2007, Livadas helped Skarpelos arrange the sale of
24 950,000 restricted shares of Anavex stock when Skarpelos urgently needed money. *Id.*, Ex. 1.

25 Working with Livadas, Skarpelos applied to open an account with WAM in 2011. *Id.* ¶8,
26 Exs. 2–4; Affidavit Of Athanasios Skarpelos In Support Of Motion For Summary Judgment
27 ("Skarpelos Decl.") ¶¶6–7. In his application, Skarpelos indicated that he would be "funding"
28 his account with "certificates for AVXL," the NASDAQ designation for Anavex. Livadas Decl.,

Ex. 2 at page 9, Ex. 3. Accompanying the application was an Account Agreement Terms and Conditions. *Id.*, Ex. 4. The terms and conditions provide that WAM “has a general and specific lien over securities held in a Customer’s Account for all claims and money owing by the Customer to ‘WAM’ in respect of operation of the Account and for any and all indebtedness to ‘WAM’ howsoever arising and in whatever Account” *Id.*, Ex. 4 at §8. They further explain that WAM has the right to “sell (or buy-in) securities held in the Account, with or without notice, to satisfy debts owing to ‘WAM.’” *Id.*

B. After he had withdrawn \$140,288 from his WAM account that was funded with the Anavex stock, Skarpelos falsely informs NATCO that he lost Certificate Numbers 660 and 753 and seeks replacements.

After opening his account in 2011, Skarpelos, through Livadas, withdrew substantial sums from his Weiser account. *Id.* ¶¶12, 18. Skarpelos often communicated through his cousin Lambros Pedafronimos (“Lambros”) and often used the bank accounts of his uncle Nicolas (sometimes spelled “Nikolaos”) Pedafronimos (“Nicolas”). *Id.* ¶9. For example, in December 2012, Lambros requested a 20,000€ withdrawal on behalf of Skarpelos. *Id.*, Ex. 5.

As of February 1, 2013, Skarpelos had a negative balance of \$140,288 in his Weiser account. *Id.* ¶12, Ex. 6. But, at no point did Skarpelos ever ask Livadas for the return of Certificate Numbers 660 and 753. *Id.* ¶11. Nor did he seem likely to do so as he would have had to pay his outstanding balance with WAM. *Id.*

Nevertheless, on or about March 23, 2013, Skarpelos submitted an Affidavit For Lost Stock Certificate (“the Affidavit”) with NATCO seeking replacement certificates for Numbers 660 and 753. Declaration of Frank Z. LaForge In Support Of Weiser’s Opposition To Skarpelos’s (1) Motion For Summary Judgment And (2) Motion In Limine (“LaForge Decl.”) ¶3, Ex. 1, attached hereto as **Exhibit B**; First Amended Complaint ¶11. In the Affidavit, Skarpelos falsely “declare[d] and affirm[ed]” that he had “lost” the two certificates:

5. That the present status of the certificate is as follows: (Please describe, i.e. lost, misplaced or stolen.) lost.

1 *Id.* Skarpelos further falsely swore that he had “not assigned hypothecated, pledged, or in any
2 other way disposed of either the stock certificate or its rights as a stockholder, in whole or in
3 part.” *Id.* Skarpelos had the Affidavit notarized. *Id.*

4 In the same month that he falsely claimed in an affidavit that he had lost his Anavex
5 stock certificates, Skarpelos continued to borrow against those certificates from WAM by
6 withdrawing an additional 10,000€ in March 2013, which brought the outstanding balance of
7 his account with Weiser to \$153,804.54. *Id.* ¶12.

8 **C. Skarpelos sells 3,316,666 Anavex shares to Weiser for \$250,000 in April**
9 **2013.**

10 In the same month that he falsely reported his certificates as lost, Skarpelos contacted
11 Livadas about selling his Anavex stock. *Id.* Skarpelos agreed to sell 3,316,666 shares in WAM’s
12 possession to Weiser Capital for \$250,000 (minus a \$420 processing fee). *Id.* ¶13. The
13 transaction occurred on April 2, 2013. *Id.*, Ex. 6. This is reflected in his WAM account
14 statement for 2013, which shows that Skarpelos received \$249,580 in his WAM account as part
15 of the “STOCK SALE / ANAVEX LIFE SCIENCE CORP. 3,316,666.” *Id.* The 2013 account
16 statement further shows that his prior negative balance of \$153,679.54 became a positive
17 balance of \$95,775.46. *Id.*

18 That same month, Skarpelos indicated to Livadas that he had suffered a heart attack and
19 was hospitalized into May. *Id.* ¶14.

20 In mid-May, Livadas arranged for Skarpelos to withdraw 15,000€, which reduced his
21 WAM account balance to \$75,581.08. *Id.*, Exs. 6, 7. He then withdrew a further 15,000€ that
22 month. *Id.*, Ex. 6.

23 **D. After memorializing the April 2013 sale in July 2013, Skarpelos withdraws**
24 **the remainder of his post-sale balance from his WAM account.**

25 In June 2013, Lambros sent Livadas a sample contract for the sale of stock involving
26 unrelated parties as well as a blank power-of-attorney form. *Id.* ¶15, Ex. 8. Then, in early July
27 2013, Lambros, using largely the same verbiage as the sample form contract he had sent earlier,
28 created and emailed to Livadas notarized copies of a purchase-and-sale agreement and power of

1 attorney specifically concerning the sale of 3,316,666 shares of Anavex stock. *Id.*, Ex. 9.
2 Skarpelos had filled out all the portions of these agreements that pertained to him but left the
3 following parts blank: (a) the date of the contract, (b) the identity of the buyer, and (c) the
4 closing date. *Id.* Shortly afterward, Weiser Capital filled in the blanks and executed the
5 purchase and sale agreement (“PSA”) and power of attorney that Skarpelos had executed
6 earlier. *Id.*, Ex. 10. The PSA provides that Weiser Capital agreed to purchase 3,316,666 shares
7 of Anavex stock for the “purchase price” of \$250,000 to “be paid to the Seller at the Closing, in
8 cash.” *Id.* at §§1.1, 1.2. It further provides, among other things, that the “closing shall occur on
9 September 30, 2013” and that California law would govern. *Id.* at §§1.3, 4.2.

10 Skarpelos falsely claims that Weiser never paid the \$250,000 for the Anavex shares.
11 Athanasios Skarpelos’ Motion For Summary Judgment (“Motion”) at 4–5. This is untrue.
12 Again, Weiser attributed \$249,580 to Skarpelos’s account balance in April 2013 when the
13 actual exchange took place, which covered the \$153,679.54 negative balance on Skarpelos’s
14 account and left him with a little less than \$100,000 in his account from which to draw funds.
15 *Id.* ¶13, Ex. 6. Skarpelos then continued to draw on those funds for the next several months:

- 16 • As mentioned above, he withdrew 30,000€ in May 2013 in two separate transfers.
- 17 • He withdrew 15,000€ in early July 2013.
- 18 • He withdrew 15,000€ in early August 2013.
- 19 • He withdrew 7500€ in mid-September 2013.

20 *Id.* ¶18. After these withdrawals, Skarpelos was left with \$4,115.36 in his WAM account at the
21 end of 2013. *Id.* Thus, Skarpelos not only received money for the sale of his 3,316,666 shares of
22 Anavex stock, he also withdrew 98.4% of it.

23 **III. PROCEEDINGS IN THIS CASE**

24 In late 2013, after ostensibly acquiring the stock from Skarpelos, Weiser Capital
25 attempted to resell Certificate Numbers 660 and 753 to third parties and discovered for the first
26 time that Skarpelos had had the certificates deemed lost and had obtained replacement
27 certificates from NATCO. *Id.* ¶17. This led to the competing claims for the shares from
28 Skarpelos and Weiser Capital to NATCO. *Id.*

1 NATCO then brought this interpleader action in April 2016. In intervening time, both
2 parties have propounded written discovery requests on one another. LaForge Decl. ¶4.
3 Skarpelos, however, has generally stonewalled Weiser, refusing to answer interrogatories and
4 producing a grand total of 18 documents totaling 35 pages. *Id.* The parties are currently in the
5 process of trying to schedule depositions, which is complicated by the fact that most of the
6 witnesses are located in Greece and other parts of the world. *Id.* ¶6.

7 IV. ARGUMENT

8 A. Skarpelos received \$250,000 in his WAM account in exchange for 3,316,666 9 of the Anavex shares that Skarpelos had previously deposited.

10 Skarpelos's summary-judgment motion argues that the PSA required a \$250,000
11 payment to Skarpelos before the closing date of September 30, 2013. Motion at 4. It argues that
12 Weiser has not demonstrated in discovery that it made such a payment by check, cash, or wire
13 between July 2013 and that date. *Id.*

14 But Skarpelos misconstrues the nature of the PSA. It was meant to memorialize the
15 April 2013 transaction, which the parties had already performed. Indeed, given that
16 performance, Weiser did not even need a written contract. From its perspective, it only
17 eventually needed the power of attorney so that it could resell the Anavex stock to third parties.

18 Under California law, contract interpretation is a question of law unless the
19 interpretation depends on the credibility of extrinsic evidence. *Legacy Vulcan Corp. v. Superior*
20 *Court*, 185 Cal. App. 4th 677, 688 (2010). The aim is to effectuate the contracting parties'
21 mutual intention at the time of the contract's formation. *Id.* Courts ascertain that intention from
22 the parties' writing and also consider the circumstances surrounding the contract's formation
23 and the contract's subject matter. *Id.* "A contract provision is considered ambiguous when the
24 provision is susceptible to more than one reasonable interpretation." *SDR Capital Mgmt., Inc. v.*
25 *Am. Int'l Specialty Ins. Co.*, 320 F.Supp.2d 1043, 1046 (S.D. Cal. 2004). The Court can
26 determine whether the contract is ambiguous on its face or by using extrinsic evidence of the
27 parties' intent. *Oceanside 84, Ltd. v. Fidelity Fed. Bank*, 56 Cal. App. 4th 1441, 1448 (1997).

1 Here, Skarpelos, though Lambros, created the PSA by apparently cutting and pasting the
2 legal verbiage of an unrelated sample contract and leaving blanks for Weiser. Livadas Decl.
3 ¶15, Exs. 8–9. Thus any ambiguity must be construed against him both under black-letter
4 contract law and the summary-judgment standard. *See, e.g., Vedachalam v. Tata Consultancy*
5 *Servs.*, 2012 WL 1110004, at *9 (N.D. Cal. 2012) (“Even if Defendants could establish some
6 ambiguity with extrinsic evidence, the ambiguous terms would be interpreted against them, as
7 the drafters of the form contract.”); *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1031 (Nev. 2005)
8 (holding that in summary judgment proceedings pleading and evidence “must be construed in a
9 light most favorable to the nonmoving party”).

10 Skarpelos seems to construe Section 1.2’s statement in the PSA that the \$250,000 would
11 be “paid to the Seller at the Closing in cash” to mean that Weiser had to deliver a *new* check or
12 wire payment to Skarpelos before the closing on September 30, 2013. But this language does
13 not preclude the reality that Weiser had already paid Skarpelos the \$250,000 in April 2013 by
14 crediting his WAM account. Rather, it seems to reflect the inherent sloppy contractual language
15 that results when two non-lawyers put together a contract by cribbing from past contracts.
16 Further, “cash” is defined as “1. Money or its equivalent. 2. Currency or coins, negotiable
17 checks, and balances in bank accounts.” Black’s Law Dictionary (9th ed. 2009). Here, Weiser
18 Capital’s \$250,000 payment went into his WAM account as US dollars and, in fact, Skarpelos
19 withdrew 98% of it as cash by the end of 2013.

20 Moreover, even in the absence of the PSA, Weiser still has an enforceable oral
21 agreement that is demonstrated by Livadas’s testimony and the parties’ performance: WAM
22 credited Skarpelos \$250,000 for the sale of 3,316,666 shares of Anavex stock, which were
23 already in its possession, and Skarpelos withdrew 98% of that amount from his WAM account.
24 Livadas Decl. ¶¶13, 18, Ex. 6. *See, e.g., Stanley v. A. Levy & J. Zentner Co.*, 112 P.2d 1047,
25 1052 (Nev. 1941) (“We agree that an oral contract which is capable of being fully performed
26 within a year from its execution, is not within the statute of frauds.”).

27 Skarpelos, on the other hand, offers an conspicuously vague description of the
28 transaction. He never explains why exactly he gave Livadas and Weiser a copy of the PSA in

1 which he had filled out all the portions of the agreement that pertain to him and signed and
2 notarized. Nor does he explain why he gave Weiser the power of attorney over the Anavex
3 shares. If he expected to receive a \$250,000 payment before September 30, 2013, he does not
4 present any evidence that he ever raised the issue with Livadas or Weiser, which one would
5 reasonably expect from someone expecting a quarter-million dollar payment. And, while
6 Skarpelos claims ignorance as to the many debits on his 2013 WAM account statement, he
7 never explains the emails in which his agent and cousin, Lambros, requested money
8 withdrawals on his behalf. Livadas Decl., Exs. 5, 7.

9 But, if there were any further question as to Skarpelos's credibility, one look no further
10 than the Affidavit. In that notarized document, Skarpelos swore he had "lost" Certificate
11 Numbers 660 and 753, which is objectively false. LaForge Decl., Ex. 1. Even accepting
12 Skarpelos's tepid explanation that he had requested the return of those documents from WAM
13 (for which he has no documentation and which Livadas denies), there is no question that he
14 knew they were in WAM's possession. Further, Skarpelos lied in the Affidavit by declaring that
15 he had "not assigned hypothecated, pledged, or in any other way disposed of either the stock
16 certificate or its rights as a stockholder, in whole or in part." *Id.* Yet Skarpelos himself admits
17 that he has previously "deposited the certificates with Weiser as a condition of opening the
18 account." Skarpelos Decl. ¶7. The Court, therefore, should put little credence into Skarpelos's
19 tenuous version of the events.

20 In any event, Skarpelos is not entitled to summary judgment. At a minimum, there are
21 genuine issues of material fact as to whether the \$250,000 he received in his WAM account in
22 April 2013 was sufficient consideration for the 3,316,666 shares of Anavex stock.

23 **B. In the alternative, Skarpelos is liable for the \$245,464.64 he withdrew from**
24 **WAM on the basis of his Anavex stock.**

25 In 2011, Skarpelos deposited Certificate Numbers 660 and 753 with WAM to "fund" his
26 account. Livadas Decl. ¶8, Ex. 2–3; Skarpelos Decl. ¶7. It stands to reason that he did not do so
27 gratuitously. Rather, as explained above, the terms and conditions attached to Skarpelos's
28 account specifically explain that WAM "has a general and specific lien over securities held in a

1 Customer's Account for all claims and money owing by the Customer to 'WAM' in respect of
2 operation of the Account and for any and all indebtedness to 'WAM' howsoever arising and in
3 whatever Account appearing" Livadas Decl, Ex. 4 at §8. It further provides that WAM has
4 the right to "sell (or buy-in) securities held in the Account, with or without notice, to satisfy
5 debts owing to 'WAM.'" *Id.* Even in absence of such explicit terms, the circumstances
6 demonstrate the presence of an equitable mortgage: "A mortgage is usually considered to be a
7 nominal conveyance, held in abeyance, of certain property as a security for the payment of a
8 certain debt. If the parties intend to create a mortgage, no particular form of instrument or words
9 is necessary to create an equitable mortgage." *Topaz Mut. Co. v. Marsh*, 839 P.2d 606, 612
10 (Nev. 1992) (quoting *Nee v. L.C. Smith, Inc.*, 624 P.2d 4, 7 (Nev. 1981)).

11 Here, even assuming hypothetically that Skarpelos did not sell 3,316,666 of the Anavex
12 shares he had deposited to open his WAM account for \$250,000 in April 2013, those shares
13 nevertheless secured the debt he incurred on his account under both the explicit terms and
14 conditions of his account as well as the doctrine of equitable mortgage.¹ Otherwise, there would
15 have been no point in Skarpelos relinquishing the original certificates to WAM in the first place.
16 As of February 2013, Skarpelos's balance with WAM was negative \$140,287.64. Livadas Decl,
17 Ex. 6. He then proceeded to withdraw an additional \$105,177 from his account that year. *Id.*
18 Thus, excluding the \$249,580 credited to his account for the April 2013 stock sale, Skarpelos
19 currently has a *negative* balance of \$245,464.64, plus interest, that he owes WAM.

20 Skarpelos now falsely denies making any withdrawals from WAM, perhaps under the
21 pretense that Lambros requested the withdrawals and arranged for them to largely be sent to
22 Nicolas's bank accounts. Skarpelos Decl. ¶¶17–18. But this claim is refuted by Livadas's
23 testimony, the 2013 account statement, and the numerous email requests for funding from
24 Lambros on his behalf. Livadas ¶¶10, 12, 18, Exs. 5, 6, 7.

27 ¹ Skarpelos emphasizes that "there is no dispute that prior to July 2013, Skarpelos owned the
28 Disputed Stock." Motion at 13. On the contrary, Weiser very much disputes this claim.

1 By both failing to repay WAM and secretly invalidating the Anavex shares he provided
2 for his account, Skarpelos breached both the terms of his account with WAM as well as the
3 covenant of good faith and fair dealing.

4 **C. Weiser is entitled to further discovery under NRCP 56(f) before summary**
5 **judgement is appropriate.**

6 In the unlikely event that the Court were inclined to grant summary judgment, Weiser
7 asks for relief under NRCP 56(f), which permits a district court, in its discretion, to grant a
8 continuance when a party opposing a motion for summary judgment is unable to marshal in
9 support of its opposition. *Aviation Ventures, Inc. v. Joan Morris, Inc.*, 110 P.3d 59, 62 (2005).
10 Here, Skarpelos has provided a meager total of 18 documents consisting of 35 pages to date and
11 has stonewalled Weiser's written discovery responses.² LaForge Decl. ¶4. Further, the parties
12 have yet to conduct any depositions in this matter. *Id.* ¶6. Weiser expects to depose at least
13 Skarpelos, Lambros, and Nicolas. *Id.* It also hopes that Lambros and Nicolas will be able to
14 provide many of the documents that Skarpelos himself has not. *Id.* ¶5. In this regard, Weiser
15 anticipates that this discovery will provide testimony and documentation on the following
16 subjects, among others, which would add yet further evidence defeating Skarpelos's current
17 motion:

- 18 • Copies of Skarpelos's agreements with Weiser possessed by Lambros or Nicolas,
19 showing the nature of his Weiser account and demonstrating the sale of the
20 Anavex stock at issue. (Skarpelos himself claims to have almost no copies of any
21 agreements with Weiser.)
- 22 • Oral testimony regarding Skarpelos's agreements with Weiser, which would also
23 demonstrate the parties' agreement to sell stock as well as their performance
24 thereof.
- 25 • Emails from Lambros or Nicolas concerning the same agreements, which also
26 demonstrate the existence of the parties' agreements.

25 ² For example, Weiser asked for Skarpelos's bank account statements (or those of his agents)
26 for the relevant period between 2011 and 2014, which it believes will show the many monetary
27 transfers he received from WAM. *Id.* ¶5. Skarpelos, however, merely responded with blanket
28 objections on the basis of burden and relevance, the former of which he has not substantiated
and the latter of which is not a valid objection (and is incorrect in any event). *Id.* ¶5.

- Bank account information for Skarpelos, Lambros, and Nicolas, which would further demonstrate Skarpelos's withdrawals from his WAM account.

Id. ¶7. All of the following discovery items are likely to show the existence of a binding agreement between Skarpelos and Weiser in 2013 to sell 3,316,666 of the Anavex shares he had previously deposited with Weiser Asset Management Ltd. to open a brokerage account. *Id.* They would further demonstrate the extent of Skarpelos's indebtedness to Weiser. *Id.* Both issues are central to Skarpelos's current motion for summary judgment. *Id.* Weiser therefore alternatively asks the Court for a continuance under NRCP 56(f).

V. CONCLUSION

For the reasons above, Weiser asks that the Court deny Skarpelos's motion for summary judgment or, at a minimum, stay it pending the completion of all outstanding discovery.

The undersigned affirms that this document does not contain the social security number of any person.

DATED this 12th day of April, 2018

By /s/ Frank Z. LaForge
Jeremy J. Nork (SBN 4017)
Frank Z. LaForge (SBN 12246)
HOLLAND & HART LLP
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EXHIBIT INDEX

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| A | Declaration of Christos Livadas | 63 |
| B | Declaration of Frank Z. LaForge | 38 |

1 **CERTIFICATE OF SERVICE**

2 I, Jennifer L. Smith, certify:

3 I am employed in the City of Reno, County of Washoe, State of Nevada by the law
4 offices of Holland & Hart LLP. My business address is 5441 Kietzke Lane, Second Floor,
Reno, Nevada 89511. I am over the age of 18 years and not a party to this action.

5 On April 12, 2018, I electronically filed the foregoing **WEISER'S OPPOSITION TO**
6 **SKARPELOS'S MOTION FOR SUMMARY JUDGMENT**, with the Clerk of the Second
Judicial District Court via the Court's e-Flex system. Service will be made by e-Flex on all
7 registered participants:

8 Clay P. Brust, Esq.
Robison, Sharp, Sullivan and Brust
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cbrust@rbsllaw.com

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18
19 /s/ Jennifer L. Smith
20 Jennifer L. Smith
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EXHIBIT "A"

EXHIBIT "A"

JA0481

1 **1520**

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9 fzlaforge@hollandhart.com

6 Attorneys for Defendants/Cross-claimants Weiser

7
8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE COUNTY OF WASHOE**

10 NEVADA AGENCY AND TRANSFER
11 COMPANY, a Nevada Corporation,

Case No. CV15 02259

Dept. No. 10

12 Plaintiff,

13
14 v.

15 WEISER ASSET MANAGEMENT, LTD., a
16 Bahamas company, WEISER (BAHAMAS)
17 LTD., a Bahamas company, ATHANASIOS
18 SKARPELOS, an individual, and DOES 1
19 through 10,

20 Defendants.

**DECLARATION OF CHRISTOS
LIVADAS IN SUPPORT OF WEISER'S
OPPOSITION TO SKARPELOS'S (1)
MOTION FOR SUMMARY JUDGMENT
AND (2) MOTION IN LIMINE**

20 1. I am over 18 years of age, and if called as a witness, I would be competent to
21 testify as to the matters stated in this declaration.

22 2. I am an owner and director of Weiser Holdings Ltd., the parent company of
23 Weiser Asset Management Ltd. ("WAM"). I am also the owner and director of Weiser
24 (Bahamas) Ltd. (dba "Weiser Capital"). I acquired WAM in December 2014, and founded
25 Weiser Capital in May 2011.

26 3. This declaration is based upon my personal knowledge of the facts stated herein
27 and the facts as they appear in my own records as well as those of WAM and Weiser Capital,
28 made at or near the time of the occurrence of the events, by or from information transmitted by

1 persons with knowledge of the facts, and kept in the ordinary course of business at WAM and
2 Weiser Capital. I understand and have experience using WAM's and Weiser Capital's record-
3 keeping system. It was the regular practice of WAM and Weiser Capital to make and keep such
4 business records.

5 4. WAM is a Class-1 broker dealer maintaining custody of client assets over \$250
6 million. The firm is registered and regulated by the Financial Services Authority and Securities
7 Commission of the Bahamas, and is a registered foreign broker-dealer in Canada regulated by
8 the Ontario Securities Commission. WAM is audited annually by Grant Thornton, one of the
9 world's leading organizations of independent audit, tax, and advisory firms.

10 5. Weiser Capital is an affiliate entity to WAM and provides investment banking
11 advisory services and deal arrangement as an investor in principal on behalf of WAM and its
12 clients. These functions are segregated between WAM and Weiser Capital for risk-management
13 purposes.

14 6. On information and belief, Athanasios Skarpelos is a self-employed investor
15 from Greece with over 20 years' experience working with public and private companies. He is
16 one of the founders of Anavex Life Science Corp. ("Anavex") and, as of 2013, was its largest
17 shareholder. Anavex is a pharmaceutical company.

18 7. Before 2014, I assisted Skarpelos in managing his financial affairs, funding his
19 business initiatives, and sourcing buyers for sales of his assets. I was the primary liaison
20 between him and WAM, in addition to coordinating transactions with his other financial trustees
21 or administrators. Often this involved my helping Skarpelos arrange for the sale of his Anavex
22 stock. For example, in October 2007, I helped Skarpelos arrange the sale of 950,000 restricted
23 shares of Anavex when Skarpelos urgently needed money. A true and correct copy of an email
24 and purchase agreement evidencing this transaction is attached as **Exhibit 1**.

25 8. In 2011, I helped Skarpelos to set up an account at WAM. He opened the
26 account by depositing the originals of two Anavex stock certificates: Certificate No. 660
27 (92,500 shares) and Certificate No. 753 (6,633,332 shares). With the Anavex stock on deposit,
28 Skarpelos was able to draw on his account. True and correct copies of Skarpelos's application,

1 the two Anavex stock certificates, and the terms and conditions for Skarpelos's account are
2 respectively attached as **Exhibits 2, 3 and 4**.

3 9. In our business transactions, Skarpelos often used his cousin Lambros
4 Pedafronimos ("Lambros") to communicate with me about his WAM transactions. Skarpelos
5 also used the banking accounts of his uncle Nicolas (sometimes spelled "Nikolaos")
6 Pedafronimos ("Nicolas"). As Lambros undertook a material role in representing Skarpelos,
7 Lambros submitted know-your-customer identity information to WAM.

8 10. During the next few years, I served as a liaison between Skarpelos and WAM. In
9 this regard, when Skarpelos needed money from his WAM account, he would reach out to me
10 first and I would arrange for a transfer of funds. For example, **Exhibit 5** is a true and correct
11 copy of an email and bank transfer from Lambros to me concerning a 20,000€ transfer he
12 requested on Skarpelos's behalf in December 2012.

13 11. Thus, if Skarpelos wanted to communicate with WAM, he did so primarily
14 through me. While he has asserted in this litigation that WAM was unresponsive at some point
15 between when he opened his account in 2011 and when he sold his Anavex stock in 2013, he
16 never mentioned it to me despite the fact that we regularly communicated, either in person or
17 electronically. Nor did I ever have any problems communicating with WAM. And he never
18 mentioned that he wanted the two Anavex stock certificates he deposited with WAM to be
19 returned, which, of course, would have required him to first pay off the owing balance on his
20 account.

21 12. At the beginning of 2013, Skarpelos carried a negative balance of \$140,288 on
22 his account with WAM. Then, in March 2013, he withdrew an additional 10,000€ from his
23 account, leaving him with a negative balance of \$153,679.54. He also needed cash. So, that
24 month, we began working with WAM and Weiser Capital to sell his Anavex stock.

25 13. In April 2013, Skarpelos sold 3,316,666 shares of the Anavex shares he had
26 deposited with WAM in 2011 to Weiser Capital in exchange for \$250,000 (minus a \$420
27 processing fee), which I helped arrange. This is evidenced by his WAM account statement for
28 2013, which shows that Skarpelos received \$249,580 in his WAM account as part of the

1 “STOCK SALE / ANAVEX LIFE SCIENCE CORP. 3,316,666.” The 2013 account statement
2 further shows that his prior negative balance of \$153,679.54 became a positive balance of
3 \$95,775.46. A true and correct copy of Skarpelos’s 2013 WAM account statement is attached as
4 **Exhibit 6.**

5 14. I understand that Skarpelos had heart problems and was hospitalized for heart
6 surgery sometime in late April and early May 2013. This apparently increased Skarpelos’s need
7 for liquidity, as he requested an additional \$20,000. I therefore arranged with Lambros for
8 WAM to send 15,000€ to Nikolaos “as a shareholder withdrawal” in early May. A true and
9 correct copy of my emails facilitating this transfer with Lambros are attached as **Exhibit 7.**

10 15. In June and July 2013, Skarpelos (largely through Lambros) provided a sample
11 agreement and then revised documentation regarding the sale of Anavex stock. And in July
12 2013, Lambros emailed me notarized copies of the purchase and sale agreement and power of
13 attorney concerning the sale of Anavex stock. Skarpelos had filled out all the portions of these
14 agreements that pertained to him but left the following parts blank: (a) the date of the contract,
15 (b) the identity of the buyer, and (c) the closing date. Shortly afterward, Weiser Capital filled in
16 the blanks and executed the purchase and sale agreement and power of attorney that Skarpelos
17 had executed earlier. True and correct copies of the (a) sample agreement, (b) partially executed
18 purchase and sale agreement and power of attorney, and (c) fully executed purchase and sale
19 agreement and power of attorney are attached respectively as **Exhibit 8, 9, and 10.**

20 16. At no point during these communications was I aware that Skarpelos had
21 received replacement certificates for Certificate Nos. 660 and 753 from Nevada Agency and
22 Transfer Company (“NATCO”) sometime in March or April 2013. Skarpelos kept this a secret
23 from both me and WAM. I understand that he filed an affidavit with NATCO claiming that he
24 had lost the certificates and swearing that he had never pledged or hypothecated them. Neither
25 of these claims are true—instead, Skarpelos personally tendered the certificates to WAM to
26 open his account. In any event, Skarpelos’s clandestine replacement of the certificates would
27 have jeopardized any transactions involving the Anavex stock as Skarpelos had effectively
28 taken the deposited stock on which Weiser’s money transfers were permitted.

1 17. In late 2013, when Weiser Capital attempted to resale the Anavex stock it
2 believed it had acquired from Skarpelos, it discovered for the first time that Skarpelos had had
3 Certificate Nos. 660 and 753 deemed lost and had obtained replacement certificates from
4 NATCO. This led to the competing claims for the shares from Skarpelos and WAM and Weiser
5 Capital and thus NATCO's interpleader action in this case.

6 18. I understand that Skarpelos claims that he never received any money for the
7 3,316,666 Anavex shares. This is untrue. Weiser Capital, through WAM, attributed \$249,580 to
8 his account balance. From that amount, \$153,679.54 went to Skarpelos's outstanding balance,
9 leaving him with a little less than \$100,000 in his account from which to draw funds. Skarpelos
10 then continued to draw on those funds for the next several months:

- 11 • He withdrew 15,000€ in early May 2013.
- 12 • He withdrew another 15,000€ later the same month.
- 13 • He withdrew 15,000€ in early July 2013.
- 14 • He withdrew 15,000€ in early August 2013.
- 15 • He withdrew 7500€ in mid-September 2013.

16 After these withdrawals, Skarpelos was left with \$4,115.36 in his WAM account at the end of
17 2013. These transactions, including the \$249,580 Skarpelos received in exchange for 3,316,666
18 shares in Anavex, are reflected in Skarpelos's account statement for 2013. See Ex. 6.

19 19. At no point in 2013 did Skarpelos ever indicate to me that he ever believed his
20 April 2013 transaction for the Anavex shares was not fully consummated or that he was
21 expecting any form of payment outside of the \$250,000 he received in his WAM account. Nor
22 did he ever inform me or WAM that he had obtained replacement copies of the same Anavex
23 stock certificates that he had deposited with WAM and against which he was withdrawing large
24 sums of money.

HOLLAND & HART LLP
5441 KIETZKE LANE, SECOND FLOOR
RENO, NEVADA 89511
(775) 327-3000

1 I declare under penalty of perjury under the law of the State of Nevada and the United
2 States that the foregoing is true and correct.

3 DATED this 12 day of April, 2018

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5 _____
6 CHRISTOS LIVADAS
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EXHIBIT INDEX

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EXHIBIT 1

EXHIBIT 1

Message

From: Athanasios Skarpelos [/O=CL/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=TOM]
Sent: 10/1/2007 10:47:58 AM
To: Christos [/O=CL/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=CHRISTOS]
Subject: Fw: ANAVEX AFFILIATE STOCK PURCHASE AGREEMENT SEPT 27 2007
Attachments: ATT16515.htm; Anavex AFFILIATE STOCK PURCHASE AGREEMENT September 27, 2007.pdf

Hi bud I send the rest of papers to harvey I sing this tell the director to sing and keep one cope for me. And tell me wen you can send the money its verry urgent. I have to pay lots of stuff asap. Otherwise I am having a problem

Sent from my BlackBerry® smartphone

-----Original Message-----

From: "Athanasios Skarpelos" <tom@bizex.bz>

Date: Mon, 1 Oct 2007 12:33:12

To: "Athanasios Skarpelos" <tom@bizex.bz>, "Athanasios Skarpelos" <tom@bizex.bz>

Subject: ANAVEX AFFILIATE STOCK PURCHASE AGREEMENT SEPT 27 2007

To:

CREDIT SUISSE, GENEVE 70

Bank Clearing # 4835

BIC/SWIFT: CRESCHZZ12A

Favor:

CASAD - Compagnie Aux. de Service, Genève

USD IBAN: CH76 0483 5071 6629 2200 0

Sent from my BlackBerry® smartphone

JA0490

WEISER000314

AFFILIATE STOCK PURCHASE AGREEMENT

This Affiliate Stock Purchase Agreement (this “Agreement”) , is made as of September 27, 2007, by and between Athanasios Skarpelos, as to 950,000 shares of 14, Rue Kleberg, Geneva, Switzerland (the “Seller”) and the purchaser listed on Schedule “A” hereto which is referred to herein as a “Purchaser”.

RECITALS

WHEREAS, the Seller is the owner of 950,000 restricted shares of common stock of Anavex Life Sciences Corp., a Nevada corporation (the “Company”) and

WHEREAS, the Seller proposes to sell to the Purchase the number of restricted shares of common stock specified next to such Purchaser’s name in Schedule “A” hereto (the “Purchased Shares”), on the terms set forth herein.

In consideration of the premises, representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are herby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE

- 1.1 The Seller hereby agrees to sell, assign, transfer and deliver to the Purchaser and the Purchaser hereby agrees to purchase from the Seller, the Purchased Shares at a purchase price per share of US\$1.70 for an aggregate purchase price of US\$1,615,000 (the “Purchase Price”) payable on the Closing Date (as defined below).

2. REPRESENTATIONS AND WARRANTIES OF THE SELLER

- 2.1 The Seller warrants, covenants and represents to the Purchaser with the intention of inducing the Purchaser to enter into this Agreement that:
- (a) immediately prior to and at the Closing, the Seller shall be the legal and beneficial owner of the Purchase Shares and on the Closing Date, the Seller shall transfer to the Purchaser the Purchased Shares free and clear of all liens, restrictions, covenants or adverse claims of any kind or character;
 - (b) the Seller has the legal power and authority to execute and deliver this Agreement and all other documents required to be executed and delivered by the Seller hereunder and to consummate the transactions contemplated hereby; and;

- (c) the Seller is, or has been during the past ninety (90) days, an officer, director 10% or greater shareholder or “affiliate” of the Company, as that term is defined in Rule 144 promulgated under the United States Securities Act of 1933, as amended (the “Securities Act”);
- (d) to the best of the knowledge, information and belief of the Seller there are no circumstances that may result in any material adverse effect to the Company or the value of the Purchased Shares that are now in existence or may hereafter arise;
- (e) the Seller is not indebted to the Company and the Company is not indebted to the Seller;
- (f) the authorized capital of the Company consists of 150,000,000 common shares, par value \$0.001 per share, of which a total of 19,514,722 common shares have been validly issued, are outstanding and are fully paid and non-assessable;
- (g) there are no claims threatened or against or affecting the Company nor are there any actions, suits, judgments, proceedings or investigations pending or, threatened against or affecting the Company, at law or in equity, before or by any Court, administrative agency or other tribunal or any governmental authority or any legal basis for same.

3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

3.1 The Purchaser represents and warrants to the Seller that the Purchaser;

- (a) has the legal power and authority to execute and deliver this Agreement and to consummate the transactions hereby contemplated;
- (b) understands and agrees that offers and sales of any of the Purchased Shares prior to the expiration of a period of one year after the date of completion of the transfer of the Purchase Shares (the “Restricted Period”) as contemplated in this Agreement shall only be made in compliance with the safe harbor provisions set forth in Regulation S, or pursuant to the registration provisions of the Securities Act or pursuant to an exemption therefrom, and that all offers and sales after the Restricted Period shall be made only in compliance with the registration provisions of the Securities Act or an exemption therefrom; and
- (c) is acquiring the Purchased Shares as principal for its own account, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in the Purchased shares.

4. **MISCELLANEOUS**

- 4.1 The parties hereto acknowledge that they have obtained independent legal advice with respect to this Agreement and acknowledge that they fully understand the provisions of this Agreement.
- 4.2 Unless otherwise provided, all dollar amounts referred to in the Agreement are in United States Dollars.
- 4.3 There are no representations, warranties, collateral agreements, or conditions concerning the subject matter of this Agreement except as herein specified.
- 4.4 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia with respect to any legal proceedings arising from this Agreement.
- 4.5 This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.
- 4.6 Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth on page one of this Agreement.

Each of the parties hereto has executed this Agreement to be effective as of the day and year first above written.



Athanasios Skarpelos

SCHEDULE A

| Name of Purchaser | Number of Restricted Common Shares of The Purchase | Signature of Purchaser |
|------------------------|---|------------------------|
| Amsbach Oversease Inc. | 950,000 | |

EXHIBIT 2

EXHIBIT 2



Weiser Asset Management Ltd

de la Plaine House, 28 Parliament Street , P.O. Box N-10697, Nassau. Bahamas
Tel: 647-965-2275
www.weiseram.com

About this Application

This is the Weiser Asset Management Ltd. Account Application. Please read it carefully, as you will select products and services, tell us how you want to communicate with us, and agree to certain provisions that will govern our relationship. When we accept it, this Application and all accompanying or supplemental documents form the entire Agreement between us for this account.

Unless otherwise indicated in this Application, the words "you," "your," "yourself," and "yours" mean the applicant(s). The words "we," "us," and "our" mean {Weiser Asset Management Ltd, de la Plaine House, 28 Parliament Street, P.O. Box N-10697, Nassau. Bahamas } and our branches, subsidiaries, and affiliates.

Getting Started

Please complete this application in full, sign and return the original to WEISER ASSET MANAGEMENT LTD. along with any additional documents required as noted below.

Individual Account

- ☐ Account Application Form
- ☒ Completed Identity Verification Form

- ☒ Copy of Passport
- ☐ Bank Reference

Joint Account

- ☐ Account Application form
- ☐ Completed Identity Verification form*

- ☐ Copy of Passport
- ☐ Bank reference

* For each party in the joint account

Corporate Account

- ☐ Account Application Form
- ☐ Completed Identity Verification Form*
- ☐ Sealed Corp Resolution Authorizing Account Opening
- ☐ Certified Copy of Articles of Incorporation

- ☐ Copy of Passport*
- ☐ Bank Reference*
- ☐ Verification of Officers and Directors of Company
- ☐ Certified Copy of Certificate of Good Standing

* For each Signatory and Beneficial Owner

Trust Account

- ☐ Account Application Form
- ☐ Copy of Passport for each Trustee and Signatory
- ☐ Complete Identity Verification Form for each Trustee and Signatory
- ☐ Certified copy of the Trust Agreement
- ☐ Bank Reference for Trustees and Signatories
- ☐ Copy of Passport for primary clients under the Trust
- ☐ Complete Identity Verification Form for primary clients under the Trust
- ☐ Bank Reference for primary clients under the Trust

The above information helps us comply with various securities regulations and rules. Please note: if we cannot verify the information you provide, we may be required to restrict or deny your account.

Please remember to notify us if you experience a significant life change, such as the birth of a child, marriage, divorce, death of a spouse, loss of a job, change in financial situation, etc.



1 Select An Account**Account Type**

- ☒ Individual Account
☐ Joint Account (more than one account holder)
☐ Corporate Account
☐ Trust Account

Other Accounts

Do you have other accounts with us? ☐ Yes ☒ No

If yes, please provide details

Preferred Account Name _____



2 Please Tell Us About Yourself

Primary Applicant

Contact Information

☒ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. Suffix ☐ Sr. ☐ Jr.

First Name: ATHANASIOS Middle Name: GLYFADA Last Name: SKAPELOS

Permanent Address: ATHENS City: ATHENS State: 16675 ZIP Code: 16675 Country: GREECE Apt/Suite No.: home biz ex. b2

Work Phone: _____ Home Phone: _____ Mobile Phone: _____ Email Address: _____

☐ Please check if you have been at your current home address for less than one year.

Mailing Address (if different from above): _____ Apt/Suite No.: _____

City: _____ State: _____ ZIP Code: _____ Country: _____

Are you: ☐ Single ☐ Married ☐ Domestic Partner ☐ Divorced ☐ Widowed Number of Dependents: _____

Employment Status

Are you currently: ☐ Employed ☒ Self-Employed ☐ Not Employed ☐ Retired ☐ Student ☐ Other: _____

Job Title: _____ Occupation: INVESTMENTS

Employer: _____ Years with this Employer: _____

Business Address: _____ Apt/Suite No.: _____

City: _____ State: _____ ZIP Code: _____ Country: _____



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Please Tell Us About Yourself—CONTINUED

Co-Applicant (if applicable)**Contact Information**

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. **Suffix** ☐ Sr. ☐ Jr.

First Name

Middle Name

Last Name

☐ Use the same contact information listed for the primary applicant.

Permanent Address

Apt/Suite No.

City

State

ZIP Code

Country

Work Phone

Home Phone

Mobile Phone

Email Address

☐ Please check if you have been at your current home address for less than one year.

Mailing Address (if different from above)

Apt/Suite No.

City

State

ZIP Code

Country

Are you:

☐ Single ☐ Married ☐ Domestic Partner ☐ Divorced ☐ Widowed

Number of Dependents: _____

Employment Status

Are you currently:

☐ Employed ☐ Self-Employed ☐ Not Employed ☐ Retired ☐ Student ☐ Other: _____

Job Title

Occupation

Employer

Years with this Employer

Business Address

Apt/Suite No.

City

State

ZIP Code

Country



2

Please Tell Us About Yourself—CONTINUED

All Applicants

Industry and Other Affiliations

| | | |
|---|---|--|
| Primary Applicant <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Co-Applicant <input type="checkbox"/> Yes <input type="checkbox"/> No | Are you, your spouse, or any other immediate family members, including parents, in-laws, siblings and dependents: Employed by or associated with the securities industry (for example, a sole proprietor, partner, officer, director, or branch manager of a broker-dealer firm) or a financial regulatory agency? If yes, please specify entity below. If employed by the entity and, if required, please provide a letter from your employer (with this Application) approving establishment of this account. <input type="checkbox"/> Broker-Dealer or Securities Dealer <input type="checkbox"/> Investment Adviser Name of entity(ies): _____ <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No An officer, director or 10% (or more) shareholder in a publicly-owned company? Name of company and symbol: <u>Anavex Life Science-AVX</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No A senior military, governmental or political official in a non-US country? Name of country: _____ [Firms may consider whether to include this question in the context of their risk assessment procedures and the products and services they offer] |
|---|---|--|

Household Financial Background

Please tell us your best estimate as to:

| ANNUAL INCOME ¹ (from all sources) | NET WORTH ² (excluding your residence) | LIQUID NET WORTH ³ | TAX RATE (highest marginal) |
|---|---|--|-----------------------------------|
| <input type="checkbox"/> \$25,000 and under | <input type="checkbox"/> \$25,000 and under | <input type="checkbox"/> \$25,000 and under | <input type="checkbox"/> 0-15% |
| <input type="checkbox"/> \$25,001-50,000 | <input type="checkbox"/> \$25,001-50,000 | <input type="checkbox"/> \$25,001-50,000 | <input type="checkbox"/> 16-25% |
| <input type="checkbox"/> \$50,001-100,000 | <input type="checkbox"/> \$50,001-200,000 | <input type="checkbox"/> \$50,001-200,000 | <input type="checkbox"/> 26-30% |
| <input type="checkbox"/> \$100,001-250,000 | <input type="checkbox"/> \$200,001-500,000 | <input type="checkbox"/> \$200,001-500,000 | <input type="checkbox"/> 31-35% |
| <input checked="" type="checkbox"/> \$250,001-500,000 | <input type="checkbox"/> \$500,001-1,000,000 | <input type="checkbox"/> \$500,001-1,000,000 | <input type="checkbox"/> Over 35% |
| <input type="checkbox"/> Over \$500,000 | <input checked="" type="checkbox"/> \$1,000,001-3,000,000 | <input type="checkbox"/> \$1,000,001-3,000,000 | |
| | <input type="checkbox"/> Over \$3,000,000 | <input type="checkbox"/> Over \$3,000,000 | |

| ANNUAL EXPENSES ⁴ (recurring) | SPECIAL EXPENSES ⁵ (future, non-recurring) |
|---|--|
| <input type="checkbox"/> \$50,000 and under | <input type="checkbox"/> \$50,000 and under |
| <input type="checkbox"/> \$50,001-100,000 | <input type="checkbox"/> \$50,001-100,000 |
| <input type="checkbox"/> \$100,001-250,000 | <input type="checkbox"/> \$100,001-250,000 |
| <input type="checkbox"/> \$250,001-500,000 | <input type="checkbox"/> Over \$250,000 |
| <input type="checkbox"/> Over \$500,000 | |

Timeframe for special expenses:

☐ Within 2 years

☐ 3-5 years

☐ 6-10 years

¹ Annual income includes income from sources such as employment, alimony, social security, investment income, etc.

² Net worth is the value of your assets minus your liabilities. For purposes of this application, assets include stocks, bonds, mutual funds, other securities, bank accounts, and other personal property. Do not include your primary residence among your assets. For liabilities, include any outstanding loans, credit card balances, taxes, etc. Do not include your mortgage.

³ Liquid net worth is your net worth minus assets that cannot be converted quickly and easily into cash, such as real estate, business equity, personal property and automobiles, expected inheritances, assets earmarked for other purposes, and investments or accounts subject to substantial penalties if they were sold or if assets were withdrawn from them.

⁴ Annual expenses might include mortgage payments, rent, long-term debts, utilities, alimony or child support payments, etc.

⁵ Special expenses might include a home purchase, remodeling a home, a car purchase, education, medical expenses, etc.



3 Tell Us How You Intend to Use This Account

The more we know about you and your goals for this account, the better we can serve you. Please answer the following questions about your investment objectives, financial situation and attitude toward investment risk to help us determine which investment products and strategies are suitable for you.

The investments in this account will be (check one):

- ☐ Less than 1/3 of my financial portfolio
☒ Roughly 1/3 to 2/3 of my financial portfolio
☐ More than 2/3 of my financial portfolio

I plan to use this account for the following (check all that apply):

- ☐ Generate income for current or future expenses
☐ Partially fund my retirement
☐ Wholly fund my retirement
☒ Steadily accumulate wealth over the long term
☐ Preserve wealth and pass it on to my heirs
☐ Pay for education
☐ Market speculation
☐ Other: _____

When is the earliest you expect to need funds from this account?

- ☒ Under 3 years ☐ 3-5 years ☐ 6-10 years ☐ 11-20 years ☐ Over 20 years

Select the category that best describes the risk that you are willing to take in this account

Investing involves risk. Different investment products and strategies involve different degrees of risk. The higher the expected returns of a product or strategy, the greater the risk that you could lose most of your investment. Investments should be chosen based on your objectives, timeframe, and tolerance for market fluctuations.

Please select the degree of risk you (and any co-applicants, if applicable) are willing to take with the assets in this account, in light of the purpose(s) you identified above.

- ☐ **Conservative.** I want to preserve my initial principal in this account, with minimal risk, even if that means this account does not generate significant income or returns and may not keep pace with inflation.
- ☐ **Moderately Conservative.** I am willing to accept low risk to my initial principal, including low volatility, to seek a modest level of portfolio returns.
- ☐ **Moderate.** I am willing to accept some risk to my initial principal and tolerate some volatility to seek higher returns, and understand I could lose a portion of the money invested.
- ☒ **Moderately Aggressive.** I am willing to accept high risk to my initial principal, including high volatility, to seek high returns over time, and understand I could lose a substantial amount of the money invested.
- ☐ **Significant Risk.** I am willing to accept maximum risk to my initial principal to aggressively seek maximum returns, and understand I could lose most, or all, of the money invested.



3

Tell Us How You Intend to Use This Account—CONTINUED

Financial Investment Experience

We are collecting the information below to better understand your investment experience. We recognize your responses may change over time as you work with us.

Please check the boxes that best describe your investment experience to date.

| Investment | Years experience | | | Transactions per year (excluding automatic investments) | | |
|--|----------------------------|------------------------------|--|---|--|---|
| Mutual Funds/ Exchange Traded Funds | <input type="checkbox"/> 0 | <input type="checkbox"/> 1-5 | <input checked="" type="checkbox"/> Over 5 | <input type="checkbox"/> 0-5 | <input type="checkbox"/> 6-15 | <input checked="" type="checkbox"/> Over 15 |
| Individual Stocks | <input type="checkbox"/> 0 | <input type="checkbox"/> 1-5 | <input checked="" type="checkbox"/> Over 5 | <input type="checkbox"/> 0-5 | <input type="checkbox"/> 6-15 | <input checked="" type="checkbox"/> Over 15 |
| Bonds | <input type="checkbox"/> 0 | <input type="checkbox"/> 1-5 | <input checked="" type="checkbox"/> Over 5 | <input checked="" type="checkbox"/> 0-5 | <input type="checkbox"/> 6-15 | <input type="checkbox"/> Over 15 |
| Options | <input type="checkbox"/> 0 | <input type="checkbox"/> 1-5 | <input checked="" type="checkbox"/> Over 5 | <input type="checkbox"/> 0-5 | <input checked="" type="checkbox"/> 6-15 | <input type="checkbox"/> Over 15 |
| Securities Futures | <input type="checkbox"/> 0 | <input type="checkbox"/> 1-5 | <input checked="" type="checkbox"/> Over 5 | <input type="checkbox"/> 0-5 | <input checked="" type="checkbox"/> 6-15 | <input type="checkbox"/> Over 15 |
| Annuities | <input type="checkbox"/> 0 | <input type="checkbox"/> 1-5 | <input checked="" type="checkbox"/> Over 5 | <input checked="" type="checkbox"/> 0-5 | <input type="checkbox"/> 6-15 | <input type="checkbox"/> Over 15 |
| Alternative ⁵ | <input type="checkbox"/> 0 | <input type="checkbox"/> 1-5 | <input checked="" type="checkbox"/> Over 5 | <input type="checkbox"/> 0-5 | <input checked="" type="checkbox"/> 6-15 | <input type="checkbox"/> Over 15 |
| Margin | <input type="checkbox"/> 0 | <input type="checkbox"/> 1-5 | <input checked="" type="checkbox"/> Over 5 | | | |

⁵ May include structured products, hedge funds, etc.

Decision-Making (check all that apply)

- ☐ I consult with my broker, investment adviser, CPA, or other financial professional.
- ☒ I generally make my own decisions and/or consult with my co-applicant(s).
- ☐ I discuss investment decisions with family and/or friends.

Other Investment Information (optional)

Please consider providing us with additional information about your other investments to help us more fully understand your financial situation and what types of investments or strategies may be appropriate for your total investment portfolio.

| Investment type/Description | Firm holding the investment | Amount (\$US) |
|-----------------------------|-----------------------------|---------------|
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |

(use additional space as needed)



4 Tell Us How You Will Fund This Account

Please tell us how you are funding this account (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Income | <input type="checkbox"/> Insurance payout |
| <input type="checkbox"/> Pension or retirement savings | <input type="checkbox"/> Inheritance |
| <input type="checkbox"/> Funds from another account | <input type="checkbox"/> Social Security benefits |
| <input type="checkbox"/> Gift | <input type="checkbox"/> Home Equity Line of Credit/Reverse Mortgage |
| <input type="checkbox"/> Sale of business or property | <input type="checkbox"/> Other: <u>certificate for AUXL</u> |

5 Tell Us How You Want to Work With Us

Account Features

Borrowing Money to Buy Securities (Buying "On Margin") – Please Read Carefully

You will have a "cash account," unless you choose to have a "margin loan account" (customarily known as a "margin account"). To help you decide whether a margin loan account is right for you, please read this information and the Margin Loan Agreement.

In a cash account, you pay for your securities in full at the time of purchase. In a margin loan account, we may lend you a portion of the purchase price. This is called buying securities "on margin."

"For example, when you buy equity securities (such as common stock) on margin, you typically must deposit at least 50% of the purchase price, and we would loan you the balance. **You are liable for repaying the borrowed funds and the interest incurred.**

If you borrow funds in your margin loan account and the value of your holdings declines significantly, you may be subject to a "margin call." This means that we can either (1) require you to deposit additional cash or marketable securities to your account immediately, or (2) sell any of the securities in your account to cover any shortfall, **without informing you in advance.** We will decide which of your securities to sell. **Even if we notify you that you have a certain number of days to cover the shortfall, we may still sell your securities before that timeframe expires.** Further, we may increase at any time the level of equity that you must maintain in your margin account without triggering a margin call.

Borrowing funds to buy securities is only appropriate for those investors who can tolerate losing more than the amount of money deposited in the account. To avoid the use of margin, even in a margin loan account, always pay for your purchases in full at the time of purchase.

- ☒ **No** I do not want the ability to borrow funds in my account, which means I will have a cash account.
- ☐ **Yes** I want the ability to borrow funds in my account. I have read the Margin Account Agreement and understand my rights and obligations under it.

Note: If you do not check any box above, by default you will have a cash account.

Communications Choices

Communications Options

We will use online access and email to send you any communications.

Please tell us the email address we should use: jam@bizex.bz

If required, please tell us an additional email addresses we should use: _____

Relationship to Primary Applicant/Co-Applicant: _____



6

Review and Submit This Application

Confirmations and Signatures – Please Read Carefully

By signing this Application, you affirm that you have received and read this Application and any supplemental documents governing this relationship. You affirm that the information you have provided is accurate and you agree to notify us of any changes in the information provided.

Additional Certifications

Please check all boxes that apply, and sign and date below.

Primary Applicant

Co-Applicant



Non-Resident Alien: I certify that I am not a U.S. citizen, U.S. resident alien, or other U.S. person for U.S. tax purposes, and I am submitting the applicable I.D. to certify my foreign status and, if applicable, claim tax treaty benefits.

Signatures

Athanasios (Tom) Skarpelos

Primary Applicant Name (please print)

X

Primary Applicant Signature

Date

05/31/2011

Co-Applicant Name (please print)

Co-Applicant Signature

Date

INTERNAL

Weiser Management Approval-

Heddy

Signature

10/13/11

Date

Account Number:

11120001



EXHIBIT 3

EXHIBIT 3

NOT VALID UNLESS COUNTERSIGNED BY TRANSFER AGENT.
INCORPORATED UNDER THE LAWS OF THE STATE OF NEVADA.

NUMBER

0660



anavex
LIFE SCIENCES Corp.

SHARES

92,500

THIS STOCK CERTIFICATE HAS BEEN SOLD BY THE COMPANY IN RELIANCE UPON THE AVAILABILITY OF THE PROVISIONS OF REGULATION S ADOPTED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION. AS SUCH, THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN THE UNITED STATES. THE COMPANY RESERVES THE RIGHT TO REFUSE TO REGISTER ANY TRANSFER NOT MADE IN ACCORDANCE WITH REGULATION S.*

(This Certifies that)

to The Record Holder of

NINETY TWO THOUSAND FIVE HUNDRED

Shares of ANAVEX LIFE SCIENCES CORP. Common Stock

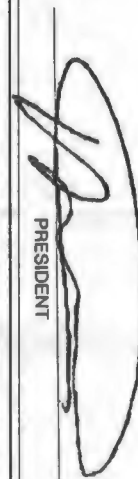
transferable on the books of the Corporation by the holder hereof, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

Witness the forsworn seal of the Corporation and the forsworn signatures of its duly authorized officers.

Dated: SEPTEMBER 24, 2007


SECRETARY




PRESIDENT

AUTHORIZED COMMON STOCK: 150,000,000 SHARES
PAR VALUE: \$0.001

CUSIP NO. 032797 10 2

ATHANASIOS SKARPELOS

NOT VALID UNLESS COUNTERSIGNED BY TRANSFER AGENT.
INCORPORATED UNDER THE LAWS OF THE STATE OF NEVADA.

NUMBER



SHARES



THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER, THE TRANSFER QUALIFIES FOR AN EXEMPTION FROM OR EXEMPTION TO THE REGISTRATION PROVISIONS THEREOF.

AUTHORIZED COMMON STOCK: 150,000,000 SHARES
PAR VALUE: \$0.001

CUSIP NO. 032797 10 2

This Certifies that

ATHANASIOS SKARPELOS

Is The Record Holder Of
SIX MILLION SIX HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY TWO

Shares of ANAVEX LIFE SCIENCES CORP. Common Stock

transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

Witness the forsworn seal of the Corporation and the forsworn signatures of its duly authorized officers.

Dated: OCTOBER 29, 2009

SECRETARY



PRESIDENT

EXHIBIT 4

EXHIBIT 4



Weiser Asset Management Ltd

de la Plaine House, 28 Parliament Street, P.O. Box N-10697, Nassau, Bahamas
Tel: 647-965-2275
www.weiseram.com

WEISER ASSET MANAGEMENT LTD. ("WAM")

ACCOUNT AGREEMENT TERMS AND CONDITIONS

In opening and operating this investment account ("Account") with Weiser Asset Management Limited ("WAM") the Customer and "WAM" hereby agree to the terms and conditions within this Agreement, as follows:

1. General Provisions

Throughout this agreement, the words "you" and "your" refer to the holder of one or more "WAM" accounts, whether an individual, group of individuals, company, trust, or other related entity (hereinafter a "Customer".) This Agreement shall apply to all transactions hereafter made by you and supersedes any previous agreement entered into between you and "WAM". The Agreement applies to all other accounts held for you by "WAM", now or in the future; none of its provisions shall be deemed to be waived or modified by "WAM" except by written agreement signed by "WAM".

2. Applicable Rules and Regulations

All transactions with respect to securities entered into by "WAM" for you shall be subject to the constitution, by-laws, rules, rulings, regulations, customs and usages of the exchange or market, and its clearing house, if any, where made, and to all laws, regulations and orders of any applicable government or regulatory authority; they shall also be subject to any delays, difficulties or conditions as to transmission or execution of orders, information or reports due to conditions over which "WAM" has no control, including mechanical or electronic failure, market congestion or otherwise. You understand and agree that you are solely responsible for any regulatory filings or reporting that may be required as a result of any transaction or holding in the Account.

3. Transactions and Settlement

All sale transactions will be "long" sales unless you specify otherwise at the time the order is entered. If you do not supply by settlement, in good form, securities sold on your order, "WAM" may without further notice buy-in the securities required and you agree to reimburse "WAM" for all loss, damage, cost or expense suffered or incurred by "WAM" through such action or your failure to make delivery.

Any account that purchases a security without sufficient available funds or margin, may have that purchase cancelled or that security liquidated at "WAM"'s discretion, without notice.

All orders accepted by "WAM" are good until either executed or cancelled on the day of entry, unless a longer period is specified by you. "WAM" has the right to refuse purchase or sale instructions whenever "WAM" deems it necessary for its protection without the requirement to communicate such refusal to you; you agree to waive any and all claims against "WAM" for loss or damage arising from or related to



Terms and Conditions.docx

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any such refusal. "WAM" may execute transactions through the counterparty and exchange of its choice when acting as agent in the purchase and sale of securities.

"WAM" may, but is not obligated to, effect conversions, exercise subscription rights (including warrants), and buy or sell currencies as necessary to reduce debit balances in your Account. "WAM" will not exercise voting rights over securities without explicit instructions from you; in order to guarantee the ability to vote a security, instructions must be received at least 30 days prior to the vote; requests received after that will be on a best efforts basis. Instructions for warrant exercise must be provided at least five days in advance of expiration; otherwise warrants will be deemed to be surrendered.

"WAM" will accept verbal trading instructions from authorized signatories, however requests to transfer assets from an account must be made in writing.

4. Deposit of Physical or Restricted Securities

If a security is deposited in physical form, subsequent withdrawals may be limited to physical form only, and may be required to be registered in the same name as it was originally received. At "WAM"'s sole discretion, such securities may be allowed to transfer, but may be charged the higher of 1.5% or \$500 per transfer.

If "WAM" facilitates the lifting of a restriction on a security, "WAM" reserves the right to charge a fee of up to 1.5% of the market value if that security is subsequently transferred out of the account in any form.

5. Other Terms and Conditions

In connection with this Agreement, "WAM" is hereby authorized to conduct or cause to be conducted a personal credit investigation. You warrant and agree that no funds presently invested or to be invested in the future with "WAM" are the direct or indirect proceeds of any criminal activity. You acknowledge that "WAM" does not provide legal or tax advice, and agree that, to the extent you deem necessary, you will consult with qualified professionals in your own jurisdiction prior to utilizing your "WAM" account or implementing any financial plan.

6. Authorization to Accept Facsimile And Electronic Mail Instructions

In consideration of "WAM" acting in accordance with any facsimile or electronic mail ("e-mail") instructions received from you or any authorized signatories of this Account, you acknowledge and agree, that if any instruction(s) received by "WAM" purport or appear on their face to have been duly signed by you or any authorized signatory of your Account, or to have been sent via e-mail by you or your authorized agent, such instruction(s) may be treated by "WAM" as though they had been duly signed by you or an authorized signatory on the account with the authority for and on behalf of you notwithstanding that it may later be established that such instructions were not so authorized. You hereby agree to indemnify and hold harmless "WAM" and any of its correspondents, affiliates, or agents from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgements, suits,



Terms and Conditions.docx

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costs, expenses, claims, or disbursements of any kind which may be imposed upon, incurred, or served against "WAM", its affiliates, or agents by reason of "WAM"'s acting on such instructions. You irrevocably authorize "WAM" to debit your Account in respect of all amounts chargeable as a result of "WAM" receiving and acting on instructions in accordance with this Agreement.

In the case of time sensitive instructions being sent electronically, whether by facsimile or e-mail, you understand that mechanical and other technical difficulties outside of "WAM"'s control may prevent your instruction(s) from being received and acted upon, and that you will indemnify and hold harmless "WAM" from and against all actions, proceedings, claims, demands, costs, charges, liabilities and expenses whatsoever arising in consequence of the "WAM"'s failure to act on such instructions.

7. Custody of Customer Assets

Unless you otherwise direct in writing, any securities held or carried by "WAM" for or on your account may at "WAM"'s discretion be kept at any of the places where "WAM" has a custodian and may be registered in the name of "WAM" or its nominee. In particular and without prejudice to "WAM"'s right to use other brokers or nominees, to carry out and discharge securities execution, custody, clearing and administrative functions for and on behalf of "WAM". You agree that "WAM" may lend any securities held by "WAM" for you or on your Account via its custodian.

"WAM" will from time to time act as principal, underwriter and/or agent with regard to cash or securities transactions that are not executed on listed exchanges. "WAM" and/or its/their officers, directors, employees or other Customers may have positions, or opposite positions, in investments held or purchased or sold for your Account.

Notwithstanding the provisions of any executed Margin Agreement and without prejudice to the right of indemnity or any lien or right of "WAM" to deal with securities in a Margin Account (as defined in any Margin Agreement), or other accounts pursuant to the provisions of any Margin Agreement, all securities in the Customer's Account shall be held by "WAM" as trustee on behalf of, to and for the order of that Customer.

Subject to any executed Margin Agreement (if applicable) and the rights of lien which may arise in favour of "WAM" under this Agreement, "WAM" declares that the Customer will enjoy a beneficial ownership in (a) securities purchased on its behalf and (b) any free cash balances held by "WAM" for the account of the Customer and these assets are not to be treated as general assets of "WAM". This is so, even though securities purchased by "WAM" on the instruction of the Customer may be in fungible form and free cash balances may not be held in a separate bank account established specifically for the Customer.

8. Liens

Without prejudice to all or any rights that "WAM" may have in common law, "WAM" has a general and particular lien over securities held in a Customer's Account for all claims and money owing by the Customer to "WAM" in respect of operation of the Account and for any and all indebtedness to "WAM"



howsoever arising and in whatever Account appearing, including any liability arising by reason of any guarantee by the Customer of the Account of any other person. If your account for any reason becomes indebted to "WAM", including holding net negative cash balances (based on market exchange rates), it will be subject to the terms and conditions that apply to Margin accounts, as specified in the attached Margin Agreement, until such time that the indebtedness is satisfied. These terms include the right of "WAM" to sell (or buy-n) securities held in the Account, with or without notice, to satisfy debts owing to "WAM".

9. Margin Accounts

Terms and conditions relating to the operation of Margin Accounts are contained in the document "Customer Margin Agreement, Derivatives Authorization and Sophisticated Person Status Confirmation", which is either attached or available on request.

10. Special Risks Associated with Restricted, Illiquid or Non-Listed Securities

You understand that if you purchase a security that is not listed on an exchange, or a security that is subject to exchange approval, or mandated restriction regarding sale, transferability, escrow or hold periods, then there may be no market available to sell the security, and that the terms or nature of the restriction may change without notice. Further you understand that the security may never be listed on an exchange, and there is risk of loss of the entire investment. You also understand that market prices indicated on valuation statements for such securities do not necessarily represent a true or realizable value; "WAM" makes no undertakings or warranties as to the implied value or marketability of any such securities. You acknowledge and agree to indemnify and hold harmless "WAM" and any of its correspondents, affiliates, or agents from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses, claims or disbursements resulting in any way from investments in such securities and strategies as described above.

11. Account Statements and Communications

"WAM" will provide Customers with written confirmations of individual securities transactions on request. "WAM" will maintain records of all account transactions for a minimum of 7 years, and will make copies available to Customers upon proper request.

"WAM" provides regular account statements to customers via the Internet.

"WAM" intends the information contained in the Client Statements to be accurate and reliable; however, errors sometimes occur. Therefore, "WAM" disclaims any warranty of any kind, whether express or implied, as to any matter whatsoever relating to such information. In particular, the actual price at which an order is executed shall be binding notwithstanding the fact that an erroneous report is given to you. An order that was executed, but in error reported as not executed, shall be binding. "WAM" retains the right to enter pricing, trade, and reconciliation adjustments to your account as necessary and appropriate.



The information contained in your Client Statement is for your use only and you shall not disseminate this information or cause others to place reliance upon it without "WAM"'s prior written consent.

Every transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account shall be deemed and treated as authorized and correct as ratified and confirmed by you unless "WAM" shall receive written notice to the contrary within 30 days from the time such notice, statement, confirmation or other communication is forwarded by "WAM" to you or your authorized agent; all notices and communications to you may be effectively given by mailing same by ordinary post addressed to you or your agent at the address as it appears from time to time on "WAM"'s records, or by facsimile or electronic mail if requested by you or your agent. That notice, if posted, shall be deemed received seven days from the date of postmark.

12. Fees, Commissions and Interest

You agree to pay all costs associated with or incurred by the account, including "WAM"'s commissions and fees, as they exist from time to time or are agreed to, as they apply to your Account, the transactions you enter into, and the services you receive. A current schedule of standard fees and commissions is available on request, and may be changed without notice. You acknowledge that "WAM" or its affiliates may receive referral fees or sales commissions from some mutual fund companies.

You agree that "WAM" reserves the right to charge your Account an annualized administration fee of up to 0.5% of Net Account Market Value of an account that has generated little or no fees or commissions, in order to recoup costs related to the maintenance of the account.

You agree to indemnify "WAM" and its counterparties for legal fees and expenses directly related to the structuring, support and/or defense of your account or the assets contained therein, and for fees and expenses due to any regulatory enquiry, legal action, litigation, or dispute related to your account, whether such situations occur or are anticipated. "WAM" shall be entitled to charge your Account for such fees without further notice. Such fees may include, but are not limited to, seeking a suitable counsel's opinion in advance of a transaction; asking counsel for a legal opinion in respect of restricted stock; or costs incurred in order to defend "WAM" or the Account as a result of an action ordered by you, including buying or selling a security. "WAM" will provide copies of all invoices on request.

You agree that in instances where you are proposing to deliver out assets held within the Account and "WAM" is aware that action by regulatory authorities or litigation has been entered into or may reasonably be anticipated as a result of a transaction occurring in the Account(s), such that the amount remaining in the Account after such delivery may be insufficient to cover "WAM"'s reasonably anticipated costs (including legal fees) then "WAM" shall be entitled to withhold a reasonable sum to cover such costs. Such a withholding by "WAM" shall be for a period of time as is reasonably necessary to resolve the regulatory or litigation issues and "WAM" may place any amounts garnered from you in cash and into a separate account and shall pay you the remaining balance after the noted issues are resolved. Furthermore, you agree that where such anticipated or actual actions relate to a specific asset in the Account, that asset may not be transferred out of the Account until the matter is resolved.



You understand that the daily debit balance in your Account shall be charged with interest at a rate published by "WAM" from time to time or agreed between the Customer and "WAM", and that non-margin accounts incurring debits will be charged a higher "penalty" rate of interest. The published rate is subject to change without prior notification.

13. Indemnities

"WAM", its affiliates, and agents, shall not be liable for any act, omission, error of judgement or loss suffered by you in connection with this Agreement save where such results from actual fraud or willful misconduct on the part of "WAM" of its duties hereunder, such having first been determined and adjudged in accordance with the terms hereafter stated in paragraphs 14 and 16. You acknowledge and agree to indemnify and hold harmless "WAM" and any of its correspondents, affiliates, or agents from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses, claims or disbursements resulting in any way from performance or non-performance of its duties hereunder save where such arises as above described.

You agree that if you authorize a third party to exercise any control over the Account, including but not limited to Powers of Attorney, Trading Authorization, or Discretionary Management, that you will hereafter indemnify, keep indemnified and hold harmless "WAM" from and against all actions, proceedings, claims, demands, costs, charges, liabilities and expenses whatsoever arising in consequence of the "WAM"'s reliance on the authorization and the actual and apparent authority thereby conferred on the third party, provided however that this indemnity shall be limited to actions proceedings, claims, demands, costs, charges, liabilities and expenses arising in consequence of acts of the third party taken prior to receipt by "WAM" of written notice of the revocation of the authorization.

14. Grievances

Any question or difference which may arise concerning the construction meaning or effect of this Agreement or concerning the rights and liabilities of the parties hereunder or any other matter arising out of or in connection with this Agreement shall be referred to a single arbitrator in The Bahamas, to be agreed between the parties provided however that this provision will not be construed to oust the jurisdiction of the Courts of The Bahamas in relation to proprietary rights of Customers in respect of Accounts. Failing such agreement within thirty days of the request by one party to the other that a matter be referred to arbitration, such reference shall be to an arbitrator appointed by the Senior Partner of a major accounting firm in The Bahamas. The decision of such arbitrator shall be final and binding upon the parties.

15. General

This Agreement shall enure to the benefit of and shall be binding upon "WAM" and the customer and their respective personal representatives, heirs, liquidators, successors and assigns. This Agreement shall survive and remain in effect notwithstanding any incidental, temporary or intermittent closing out, reopening or renumbering of any Account.



No action taken by "WAM" nor any failure to take action or exercise any right, remedy or power available under this Agreement or otherwise shall be deemed to constitute a waiver or other modification of any of "WAM"'s rights, remedies or powers. This Agreement is subject to modification only by a further agreement in writing between "WAM" and the customer.

All investment decisions are made solely by the customer. Notwithstanding anything in this Agreement, "WAM" accepts no responsibility whatsoever for and shall in no circumstances be liable to the Customer in connection with such decisions.

You may close your Account at any time by providing written notice. "WAM" may close your Account at any time for any reason. Closing the Account will not affect the rights and obligations of either party incurred prior to the date the Account is closed. You will reimburse "WAM" for the cost of collection of any debit balance or deficiency in connection with any of your Accounts including reasonable attorney's fees and court costs. "WAM" will retain the authority to complete any transaction that may be pending at the time your Account is closed, without regard to the reason for the Account being closed.

"WAM" may assign its rights and duties under this Agreement to any of its subsidiaries or affiliates without prior notice; or to any other entity upon prior notice to you.

You understand and agree that the terms and conditions that your account are subject to may change from time to time, as published by "WAM". Notice of amendments to this agreement may be made either by delivery of notice to any address, facsimile number or electronic email address which appears on "WAM" records; or by noting on "WAM" Client Statements, whether statements are delivered by mail, fax, email, or Online Access.

The headings of each provision of this Agreement are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision. The above stated rights of "WAM" are severable. In the event that one or more is unenforceable, such unenforceability shall not affect the whole.

16. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of The Bahamas, and the customer hereby irrevocably agrees that any legal suit, action or proceeding brought by him against "WAM" shall be brought in the courts of The Bahamas. The customer hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgement thereof, provided that nothing herein shall limit "WAM"'s right to bring proceedings against the customer elsewhere.



EXHIBIT 5

EXHIBIT 5

Message

From: Lambros Pedafronimos [l.pedaf@gmail.com]
Sent: 12/21/2012 5:42:42 AM
To: Christos [/O=CL/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=CHRISTOS]
Subject: Transfer Stuck
Attachments: Trnsfer.jpg

Hi Bud,

Someone forgot to include the beneficiary in the details of the transfer. Please get the the sender to contact his bank and provide the beneficiary name for the transfer to go through.

Beneficiary Name: Ntina Nikolaoy Pentafronimoy

Thanks

--

Lambros Pedafronimos

MHNYMA SWIFT

APIΘMOΣ ANAΦOPAZ: 20121220949014E665

0542 ΑΣΤΡΟΥΣ

PEΞΞ

Αρ. Εντολής: 20121220949014E665 A/A 903163 K.E. 142
 Ημερομηνία 20/12/2012 Ώρα 14:06 Είδος Μηνύματος: SWIFT Κατ.Προορ. 94

*** I N C O M I N G M E S S A G E ***

-----Message Header-----
 Swift Input :FIN 103 Single Customer Credit Transfer
 Sender :MIDLGB22XXX HSBC BANK PLC
 : (ALL U.K. OFFICES), LONDON
 Receiver :CRBAGRAAXX ALPHA BANK AE
 : ATHENS

-----User Header-----
 FIN Copy Service:EBA

-----Message Text-----
 20: Transaction Reference Number
 GBS20122H9WF08A0
 23B: Bank Operation Code Identification of the Option
 CRED
 32A: Date, Currency Code and Amount
 20/12/2012 EUR #20.000,#
 33B: Currency/Instructed Amount
 EUR
 20000,
 50K: Ordering Customer
 VERDMONT CAPITAL S.A.EDIF. HITECH
 PLAZACALLE 53 OBARRIOPANAMA / PANAM
 A
 52A: Ordering Institution (ISO Bank Identifier)
 MIDLGB22BHX
 57B: Account With Institution (Branch)
 /BRANCH 542
 59: Beneficiary Customer
 /GR7801405420542002101002793
 → ELLINIKO ASTROS KYNOURIAS22001GREEC
 E
 71A: Details of Charges
 SHA
 72: Sender to Receiver Information
 /ACC/REF 46213NU01E2P
 -----End of Message-----

Λογαριασμός Ανταποκριτή: 098003805020614
 Κατάσταση: ΕΚΔΟΣΗ ENT. K.E=142 20/12/2012-A0

EXHIBIT 6

EXHIBIT 6



Statement of Account

ACCOUNT USD 200-802992

Statement for the period February 1, 2013 - December 31, 2013

Skarpelos, Athanasios
Tirix II Glylada
Athens
Greece

For additional service, contact:
ELIAS SOURSOS
Investment Advisor

242-888-6600

ACCOUNT SUMMARY

Estimated Current Value

| | |
|-----------------|--------------|
| CASH ON DEPOSIT | 4,115.36 |
| COMMON SHARES | N/A |
| Total Assets | USD 4,115.36 |

CASH SUMMARY

| | |
|-------------|--------------|
| USD Account | USD 4,115.36 |
|-------------|--------------|

SECURITIES SUMMARY

USD Account

Quantity Location Current Price Estimated MV

COMMON SHARES

| | | | |
|----------------------------|-----------|---------|-----|
| ANAVEX LIFE SCIENCES CORP | 92,500 | Res-Seg | N/A |
| ANAVEX LIFE SCIENCES CORP* | 3,318,866 | Res-Seg | N/A |

*(REF partial of card 0753)

Market Value of COMMON SHARES

N/A



Statement for the period February 1, 2013 - December 31, 2013

SKARPELOS, ATHANASIOS
ACCOUNT USD 200-802992

ACCOUNT ACTIVITY

Cash - USD

| Date | Activity | Value Date | Debit | Credit | Balance |
|------------|--|------------|--------------|------------|--------------|
| 02/01/2013 | Opening Balance | | (140,267.64) | | (140,268) |
| 03/25/2013 | *Transfer TRANS USD TO EUR W200802992032513 10,000 EUR | 03/28/2013 | (13,391.90) | | (153,679.54) |
| 03/25/2013 | *Wire Out Fee | | (125.00) | | (153,804.54) |
| 04/02/2013 | *STOCK SALE ANAVEX LIFE SCIENCE CORP 3,316,666 | 04/02/2013 | | 249,580.00 | 95,775.46 |
| 05/09/2013 | *Transfer TRANS USD TO EUR W200802992050913 15,000 EUR | 05/14/2013 | (20,068.40) | | 75,706.06 |
| 05/09/2013 | *Wire Out Fee | | (125.00) | | 75,581.06 |
| 05/22/2013 | *Transfer TRANS USD TO EUR W200802992052213 16,033.90 EUR | 05/29/2013 | (20,000.00) | | 55,581.06 |
| 05/22/2013 | *Wire Out Fee | | (125.00) | | 55,456.06 |
| 07/02/2013 | *Transfer TRANS USD TO EUR W200802992070213 15,000 EUR | 07/08/2013 | (18,847.60) | | 36,608.26 |
| 07/02/2013 | *Wire Out Fee | | (125.00) | | 36,483.26 |
| 08/06/2013 | *Transfer TRANS USD TO EUR W200802992080613 15,000 EUR | 08/09/2013 | (20,857.30) | | 14,625.96 |
| 08/06/2013 | *Wire Out Fee | | (125.00) | | 14,700.96 |
| 09/18/2013 | *Transfer TRANS USD TO EUR W200802992091813 7,500 EUR | 09/23/2013 | (10,480.60) | | 4,240.36 |
| 09/18/2013 | *Wire Out Fee | | (125.00) | | 4,115.36 |

Securities - USD

| Settlement Day | Activity Type | Quantity | Description | Price | Amount |
|----------------|---------------|-----------|---------------------------|----------|--------------|
| 04/02/2013 | SELL | 3,316,666 | ANAVEX LIFE SCIENCES CORP | 0.075332 | \$249,580.00 |



Statement for the period February 1, 2013 - December 31, 2013

SKARPELOS, ATHANASIOS
ACCOUNT USD 200-802992

Important information on depositing physical certificates with Weiser Asset Management Ltd., is available from your account manager or your financial advisor. Please read the document titled "Escheatment of Physical Certificates".

Effective October 1st 2013 our administrative fee for an Early Settlement Check will be 1% (with minimum of \$50,000)

Terms, conditions & other information:

- This is a statement of your account according to our records. If it is not in accordance with yours please contact the Chief Compliance Officer immediately.
- The prices shown on the statement, used for the purpose of displaying market values, while obtained from sources believed to be reliable, cannot be guaranteed as to their accuracy. In any event, market values are shown as "estimated". If "N/A" appears in connection with any specific security, either there is no price or we were unable to obtain a reliable one.
- We expect prompt settlement of cash balances due to us.
- Credit balances are payable on request upon receipt by us of securities in "good delivery" form that may be owed by you.
- Any free credit balances, with the exception of balances held for registered plans, represent funds payable on demand, which although properly recorded in our books, are not segregated and may be used in the conduct of our business.

EXHIBIT 7

EXHIBIT 7

Message

From: Christos [christos@bizex.bz]
Sent: 11/19/2015 1:13:30 PM
To: Christos Weiser Capital [/O=WEISER/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Xtos]
Subject: FW: Tom Transfer request. Fw: Quadruple Bypass

Begin forwarded message:

From: Alana Wheaton
Date: April 27, 2013 at 1:17:02 AM GMT+8
To: Rainbow
Cc: Christos
Subject: RE: Transfer request. Fw: Quadruple Bypass

Completed.

From: Rainbow
Sent: Friday, April 26, 2013 12:42 PM
To: Alana Wheaton
Cc: Christos
Subject: FW: Transfer request. Fw: Quadruple Bypass

Hi Alana,

Please authorize the following payment online per Christos` request.

| Txn Date | Payment From | Beneficiary | Reference | Amount | Prepared/ 1st Authorised |
|------------|---|--|-----------|---------------|-----------------------------|
| 29/04/2013 | Business Integrated Account 817-552540-838 USD Savings | NIKOLAOS PENTAFRONIMOS 542002101002793 | | USD 20,000.00 | PUSER2 / |

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Thanks

Rainbow

From: Christos
Sent: 2013年4月26日 23:30
To: Rainbow
Subject: Transfer request. Fw: Quadruple Bypass

Hi R,

Can you transfer \$20k as shareholder withdrawal to details below. Soonest possible.. Tom had heart-attack and is waiting for payments to stay alive.

From: Lambros Pedafronimos
To: Christos
Sent: Fri Apr 26 11:21:32 2013
Subject: Quadruple Bypass

Bank Name: Alpha Bank A.E

Bank Address: 2, Mavrothalassiti Street, Paralio Astros, 22001

Branch: 542

Bank Tel: +30 27550 52466

Beneficiary: Nikolaos Pentafronimos

Beneficiary Address: Astros Kynourias, Arkadia Greece

IBAN: GR78 0140 5420 5420 0210 1002 793

Account Number: 542 00 2101 002 793

BIC/SWIFT: CRBAGRAAXXX

US Intermediary: Bank of New York Mellon, New York, IRVTUS3N

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Lambros Pedafronimos

JA0527

WEISER000322

EXHIBIT 8

EXHIBIT 8

Message

From: Lambros Pedafronimos [l.pedaf@gmail.com]
Sent: 6/24/2013 11:53:04 AM
To: Christos [/O=CL/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=CHRISTOS]
Subject: Re: Did u get my txt few days ago re. Kinezi and I need docs?
Attachments: POA.pdf; STOCK SALE AND PURCHASE AGREEMENT.docx

attached bud!

On Mon, Jun 24, 2013 at 8:30 PM, Christos <christos@bizex.bz> wrote:

Email me blanks ones now so I can show them what they'll be looking like etc

From: Lambros Pedafronimos
To: Christos
Sent: Mon Jun 24 13:15:55 2013
Subject: Re: Did u get my txt few days ago re. Kinezi and I need docs?
Yes re, were putting the docs in place
On Mon, Jun 24, 2013 at 8:03 PM, Christos <christos@bizex.bz> wrote:

I have a call with them late tonight

--

Lambros Pedafronimos

--

Lambros Pedafronimos

POWER OF ATTORNEY TO TRANSFER BONDS OR SHARES

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto:

(Name of transferee)

of

(Transferee's address)

↑

↑

(Description of Security - include number and class of Shares or, amount (par value), rate and maturity of Bonds)

standing in the name of the undersigned on the books of _____ represented by certificate No. _____ and hereby irrevocably constitutes and appoints _____ the attorney of the undersigned to transfer the said shares on the books of the Company with full power of substitution in the premises.

DATED at _____ this _____ day of _____, 20 _____.

Signed:

In the presence of:

SIGNATURE OF TRANSFEROR

SIGNATURE OF WITNESS

Signature of transferor guaranteed by:

JA0530

NOTE: The signature to this assignment must correspond with the name as recorded on the certificate/bond in every particular without alteration or enlargement or any change whatever. The signature of the person executing this power must be guaranteed by a Bank or Trust Company; or by a Member of the Toronto Stock Exchange.

STOCK SALE AND PURCHASE AGREEMENT

THIS STOCK SALE AND PURCHASE AGREEMENT (this " **Agreement**") is dated as of November 30, 2010, and is made and entered into by and among Parrish Medley (" **Buyer**") and Kyle Beddome (" **Seller**") with respect to the following facts:

A.

Seller owns 31,500,000 shares of common stock of ABC Corp., a Nevada corporation (the "**Company**").

B.

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, 11,250,000 shares of the Company's common stock upon the terms and conditions set forth in this Agreement.

Accordingly, for and in consideration of the premises, the mutual promises, covenants and agreements hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby agree as follows:

ARTICLE I

SALE AND PURCHASE

Section 1.1

Sale and Purchase of Shares. On and subject to the terms and conditions of this Agreement, effective as of the Closing Date, Buyer shall purchase from Seller, and Seller shall sell to Buyer, Eleven Million Two Hundred and Twenty Five Thousand (11,250,000) shares of common stock (the "**Shares**") of the Company registered in the name of Seller for the consideration specified in Section 1.2 and upon the terms and conditions set forth in this Agreement.

Section 1.2

Purchase Price. The purchase price for the Shares (the "**Purchase Price**") is One Thousand One Hundred and Twenty Five dollars (\$1,125.00). The Purchase Price shall be paid to the Seller at the Closing, in cash.

Section 1.3

Closing Date; Deliveries. The closing shall occur on December 22, 2010, or such other date as the parties hereto may agree to (the "**Closing Date**"). On the Closing Date, Buyer shall deliver a check in the amount of the Purchase Price to Seller, and Seller shall deliver to Buyer a share certificate representing the Shares issued in the name of the Seller.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

To induce Buyer to enter into and perform its obligations under this Agreement, Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:

Section 2.1

Authority and Capacity. Seller has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Seller does not, and the consummation of the transaction contemplated hereby will not, result

in a breach of or default under any agreement to which Seller is a party or by which Seller is bound.

Section 2.2

Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms.

Section 2.3

Title to Shares. Seller is the lawful, record and beneficial owner of all of the Shares, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. The sale, conveyance, assignment, and transfer of the Shares in accordance with the terms of this Agreement transfers to Buyer legal and valid title to the Shares, free and clear of all liens, security interests, hypothecations or pledges.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Seller to enter into and perform their obligations under this Agreement, Buyer represents and warrants to Seller as follows:

Section 3.1

Authority and Capacity. Buyer has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Buyer does not, and the consummation of the transaction contemplated hereby will not, result in a breach of or default under any agreement to which Buyer is a party or by which Buyer is bound.

Section 3.2

Disclosure. Buyer has reviewed the SEC Reports and is aware of the Company's business and financial condition.

Section 3.3

Investment Representations. Buyer is acquiring the Shares for Buyer's own account and is not acquiring the Shares with a view to or for sale in connection with any distribution thereof within the meaning of the Securities Act of 1933, as amended.

ARTICLE IV

MISCELLANEOUS

Section 4.1

Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 4.2

Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of California without reference to, and regardless of, any applicable choice or conflicts of laws principles.

Section 4.3

Counterparts. This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

Section 4.4

Further Assurances. Each of the parties hereto shall from time to time at the request of any other party hereto, and without further consideration, execute and deliver to such other party such further instruments of assignment, transfer, conveyance and confirmation and take such other action as such other party may reasonably request in order to more effectively fulfill the purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto as of the date first above written.

Buyer:

PARRISH MEDLEY

Parrish Medley

Seller:

KYLE BEDDOME

Kyle Beddome

EXHIBIT 9

EXHIBIT 9

Message

From: Lambros Pedafronimos [l.pedaf@gmail.com]
Sent: 7/9/2013 5:08:33 AM
To: Christos [/O=CL/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=CHRISTOS]
Subject: Notarized Documents
Attachments: POATom.pdf; Purchase And Sale.pdf

Hi Bud,

Per our discussion, please find attached the notarized copies.

Regards,

--

Lambros Pedafronimos

JA0535

WEISER000328

POWER OF ATTORNEY TO TRANSFER BONDS OR SHARES

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto:

(Name of transferee)

of

(Transferee's address)

↑

(Description of Security - include number and class of Shares or, amount (par value), rate and maturity of Bonds)

↑

standing in the name of the undersigned on the books of _____ represented by certificate No. _____ and hereby irrevocably constitutes and appoints _____ the attorney of the undersigned to transfer the said shares on the books of the Company with full power of substitution in the premises.

DATED at _____ this _____ day of _____, 20____.

Signed:

In the presence of:

SIGNATURE OF TRANSFEROR

SIGNATURE OF WITNESS

Signature of transferor guaranteed by:

NOTE: The signature to this assignment must correspond with the name as recorded on the certificate/bond in every particular without alteration or enlargement or any change whatever. The signature of the person executing this power must be guaranteed by a Bank or Trust Company; or by a Member of the Toronto Stock Exchange.

JA0536

STOCK SALE AND PURCHASE AGREEMENT

THIS STOCK SALE AND PURCHASE AGREEMENT (this **Agreement**) is dated as of _____, _____, and is made and entered into by and among _____ (**Buyer**) and Athanasios Skarpelos (**Seller**) with respect to the following facts:

A.

Seller owns 3,316,666 shares of common stock of Anavex Life Sciences Corp., a Nevada corporation (the **Company**).

B.

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, 3,316,666 shares of the Company's common stock upon the terms and conditions set forth in this Agreement.

Accordingly, for and in consideration of the premises, the mutual promises, covenants and agreements hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby agree as follows:

ARTICLE I

SALE AND PURCHASE

Section 1.1

Sale and Purchase of Shares. On and subject to the terms and conditions of this Agreement, effective as of the Closing Date, Buyer shall purchase from Seller, and Seller shall sell to Buyer, Three Million Three Hundred and Sixteen Thousand Six Hundred and Sixty Six (3,316,666) shares of common stock (the **Shares**) of the Company registered in the name of Seller for the consideration specified in Section 1.2 and upon the terms and conditions set forth in this Agreement.

Section 1.2

Purchase Price. The purchase price for the Shares (the **Purchase Price**) is Two Hundred and Fifty Thousand dollars (\$250,000.00). The Purchase Price shall be paid to the Seller at the Closing, in cash.

Section 1.3

Closing Date; Deliveries. The closing shall occur on _____, _____, or such other date as the parties hereto may agree to (the **Closing Date**). On the Closing Date, Buyer shall deliver a check in the amount of the Purchase Price to Seller, and Seller shall deliver to Buyer a share certificate representing the Shares issued in the name of the Seller.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

To induce Buyer to enter into and perform its obligations under this Agreement, Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:

Section 2.1

Authority and Capacity. Seller has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Seller does not, and the consummation of the transaction contemplated hereby will not, result

in a breach of or default under any agreement to which Seller is a party or by which Seller is bound.

Section 2.2

Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms.

Section 2.3

Title to Shares. Seller is the lawful, record and beneficial owner of all of the Shares, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. The sale, conveyance, assignment, and transfer of the Shares in accordance with the terms of this Agreement transfers to Buyer legal and valid title to the Shares, free and clear of all liens, security interests, hypothecations or pledges.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Seller to enter into and perform their obligations under this Agreement, Buyer represents and warrants to Seller as follows:

Section 3.1

Authority and Capacity. Buyer has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Buyer does not, and the consummation of the transaction contemplated hereby will not, result in a breach of or default under any agreement to which Buyer is a party or by which Buyer is bound.

Section 3.2

Disclosure. Buyer has reviewed the SEC Reports and is aware of the Company's business and financial condition.

Section 3.3

Investment Representations. Buyer is acquiring the Shares for Buyer's own account and is not acquiring the Shares with a view to or for sale in connection with any distribution thereof within the meaning of the Securities Act of 1933, as amended.

ARTICLE IV

MISCELLANEOUS

Section 4.1

Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 4.2

Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of California without reference to, and regardless of, any applicable choice or conflicts of laws principles.

Section 4.3

Counterparts. This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

Section 4.4

Further Assurances. Each of the parties hereto shall from time to time at the request of any other party hereto, and without further consideration, execute and deliver to such other party such further instruments of assignment, transfer, conveyance and confirmation and take such other action as such other party may reasonably request in order to more effectively fulfill the purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto as of the date first above written.

Buyer:

Seller:

Athanasios Skarpeles

Κέντρο Εξυπηρέτησης Πολιτών
Βεβαιώνεται το γνήσιο της υπογραφή:
ΣΚΑΡΠΕΛΗΣ ΑΘΑΝΑΣΙΟΣ
09/12/13 Α.Π. 72452
ΣΩΤΗΡΙΟΣ Γ. ΚΑΥΑΛΗΣ
Υπάλληλος Κ.Ε.Π.
Λήμου Βόρειας Κυνουφίας

JA0539

WEISER000332

EXHIBIT 10

EXHIBIT 10

STOCK SALE AND PURCHASE AGREEMENT

THIS STOCK SALE AND PURCHASE AGREEMENT (this **Agreement**) is dated as of July 5, 2013, and is made and entered into by and among WEKER LTD (**Buyer**) and Athanasios Skarpeios (**Seller**) with respect to the following facts:

A.

Seller owns 3,316,666 shares of common stock of Anavex Life Sciences Corp., a Nevada corporation (the **Company**).

B.

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, 3,316,666 shares of the Company's common stock upon the terms and conditions set forth in this Agreement.

Accordingly, for and in consideration of the premises, the mutual promises, covenants and agreements hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby agree as follows:

ARTICLE I

SALE AND PURCHASE

Section 1.1

Sale and Purchase of Shares. On and subject to the terms and conditions of this Agreement, effective as of the Closing Date, Buyer shall purchase from Seller, and Seller shall sell to Buyer, Three Million Three Hundred and Sixteen Thousand Six Hundred and Sixty Six (3,316,666) shares of common stock (the **Shares**) of the Company registered in the name of Seller for the consideration specified in Section 1.2 and upon the terms and conditions set forth in this Agreement.

Section 1.2

Purchase Price. The purchase price for the Shares (the **Purchase Price**) is Two Hundred and Fifty Thousand dollars (\$250,000.00). The Purchase Price shall be paid to the Seller at the Closing, in cash.

Section 1.3

Closing Date; Deliveries. The closing shall occur on September 30, 2013 or such other date as the parties hereto may agree to (the **Closing Date**). On the Closing Date, Buyer shall deliver a check in the amount of the Purchase Price to Seller, and Seller shall deliver to Buyer a share certificate representing the Shares issued in the name of the Seller.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

To induce Buyer to enter into and perform its obligations under this Agreement, Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:

Section 2.1

Authority and Capacity. Seller has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Seller does not, and the consummation of the transaction contemplated hereby will not, result

in a breach of or default under any agreement to which Seller is a party or by which Seller is bound.

Section 2.2

Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms.

Section 2.3

Title to Shares. Seller is the lawful, record and beneficial owner of all of the Shares, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. The sale, conveyance, assignment, and transfer of the Shares in accordance with the terms of this Agreement transfers to Buyer legal and valid title to the Shares, free and clear of all liens, security interests, hypothecations or pledges.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Seller to enter into and perform their obligations under this Agreement, Buyer represents and warrants to Seller as follows:

Section 3.1

Authority and Capacity. Buyer has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Buyer does not, and the consummation of the transaction contemplated hereby will not, result in a breach of or default under any agreement to which Buyer is a party or by which Buyer is bound.

Section 3.2

Disclosure. Buyer has reviewed the SEC Reports and is aware of the Company's business and financial condition.

Section 3.3

Investment Representations. Buyer is acquiring the Shares for Buyer's own account and is not acquiring the Shares with a view to or for sale in connection with any distribution thereof within the meaning of the Securities Act of 1933, as amended.

ARTICLE IV

MISCELLANEOUS

Section 4.1

Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 4.2

Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of California without reference to, and regardless of, any applicable choice or conflicts of laws principles.

Section 4.3

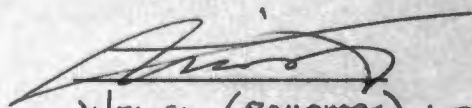
Counterparts. This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

Section 4.4

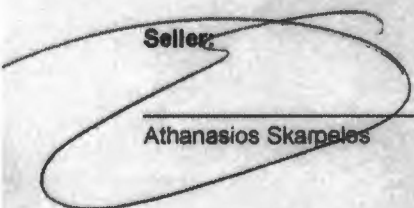
Further Assurances. Each of the parties hereto shall from time to time at the request of any other party hereto, and without further consideration, execute and deliver to such other party such further instruments of assignment, transfer, conveyance and confirmation and take such other action as such other party may reasonably request in order to more effectively fulfill the purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto as of the date first above written.

Buyer.


WEISER (BAHAMAS) LTD

Seller:


Athanasios Skarpeles

Κέντρο Εξυπηρέτησης Πολιτών

Εξυπηρετεί το γρήγορο της υποχώρησης

ΙΚΑΡΟΠΕΙΡΕ ΑΘΑΝΑΣΙΟΣ

09/11/13, 11:12:52

ΣΩΤΗΡΙΟΣ Γ. ΚΑΨΑΛΗΣ

Υπάλληλος Κ.Ε.Π.

Λήμου Βόρειας Κυανοπάρ

JA0543

WEISER000209

POWER OF ATTORNEY TO TRANSFER BONDS OR SHARES

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto:

Weiser (Bahamas) Ltd.

(Name of transferee)

of

#104 Island Lane

Olde Towne, Sandypport

Nassau, Bahamas

(Transferee's address)

6,633,332 Share of Anavex Life Sciences Corp. Common Stock

(Description of Security - include number and class of Shares or amount (par value), rate and maturity of Bonds)

standing in the name of the undersigned on the books of ATHANASIOS SKARPELIOS represented by certificate No. 753 and hereby irrevocably constitutes and appoints WEISER (BAHAMAS) LTD the attorney of the undersigned to transfer the said shares on the books of the Company with full power of substitution in the premises.

DATED at Athens this 12 day of JULY, 2013.

Signed:

In the presence of:

SIGNATURE OF TRANSFEROR

SIGNATURE OF WITNESS

Signature of transferor guaranteed by:

Yiannis K. KAVANAGIS
Yiannis K. KAVANAGIS
Δημος Βόρεια Κυπρου

NOTE: The signature to this assignment must correspond with the name as recorded on the certificate/bond in every particular without alteration or enlargement or any change whatever. The signature of the person executing this power must be guaranteed by a Bank or Trust Company or by a Member of the Toronto Stock Exchange.

EXHIBIT "B"

EXHIBIT "B"

1 **1520**

2 Jeremy J. Nork (SBN 4017)
3 Frank Z. LaForge (SBN 12246)
4 HOLLAND & HART LLP
5 5441 Kietzke Lane, Second Floor
6 Reno, Nevada 89511
7 Tel: (775) 327-3000; Fax: (775) 786-6179
8 jnork@hollandhart.com
9 fzlaforge@hollandhart.com

6 Attorneys for Defendants/Cross-claimants Weiser

7
8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE COUNTY OF WASHOE**

10 NEVADA AGENCY AND TRANSFER
11 COMPANY, a Nevada Corporation,

Case No. CV15 02259

Dept. No. 10

12 Plaintiff,

13
14 v.

15 WEISER ASSET MANAGEMENT, LTD., a
16 Bahamas company, WEISER (BAHAMAS)
17 LTD., a Bahamas company, ATHANASIOS
18 SKARPELOS, an individual, and DOES 1
19 through 10,

Defendants.

**DECLARATION OF FRANK Z.
LAForge IN SUPPORT OF WEISER'S
OPPOSITION TO SKARPELOS'S (1)
MOTION FOR SUMMARY JUDGMENT
AND (2) MOTION IN LIMINE**

20 1. I am over 18 years of age, and I have personal knowledge of the matters attested
21 to below. If called as a witness, I would be competent to testify as to the matters stated in this
22 Declaration.

23 2. I am an attorney with the law firm of Holland & Hart LLP and counsel for cross-
24 claimants Weiser Asset Management Ltd. and Weiser (Bahamas) Ltd. (collectively, "Weiser")
25 in the above-entitled matter. I am duly admitted to practice law in the State of Nevada.

26 3. In the course of this case, cross-claimant Athanasios produced a document
27 entitled Affidavit For Lost Stock Certificate with the Bates Number S000008. This appears to
28 be the same Affidavit For Lost Stock Certificate referenced by plaintiff Nevada Agency And

1 Transfer Co. in paragraph 11 of the First Amended Complaint. A true and correct copy of the
2 document produced by Skarpelos is attached as **Exhibit 1**.

3 4. Since this interpleader case started, both Athanasios Skarpelos and Weiser have
4 propounded written discovery on one another. Specifically, Weiser propounded interrogatories
5 and document requests on Skarpelos. Skarpelos, however, has yet to provide remotely adequate
6 responses. Indeed, he has provided only 18 different documents, comprising 35 total pages to
7 date in the case. True and correct copies of Skarpelos's interrogatory and document-request
8 responses are attached as **Exhibits 2 and 3**.

9 5. As a further example, Weiser asked for Skarpelos's bank account statements for
10 the relevant period between 2011 and 2014, which it believes will show the many monetary
11 transfers he received from WAML. Skarpelos, however, responded solely with blanket
12 objections on the basis of burden and relevance, the former of which he has not substantiated
13 and the latter of which is an improper objection (and incorrect in any event). Nor has he
14 produced any documents or information from Lambros Pedafronimos ("Lambros") and Nicolas
15 Pedafronimos ("Nicolas"), two relatives of Skarpelos who served as his agents and were heavily
16 involved in his dealings with Weiser concerning Skarpelos's stock sale and withdrawals.

17 6. In addition to the inability of or refusal by Skarpelos to engage in written
18 discovery, the parties have also not yet conducted any depositions. Rather, they are in the
19 process of trying to schedule the depositions of various parties, which is complicated by the fact
20 that most of the witnesses are located in Greece and other parts of the world. At a minimum,
21 Weiser intends to depose Skarpelos, Lambros, and Nicolas. Skarpelos has indicated that all
22 three individuals are located in Greece and are unwilling to appear in the U.S. for their
23 depositions.

24 7. Weiser believes that Skarpelos's as yet insufficient written discovery responses
25 and the depositions of Skarpelos, Lambros, and Nicolas will provide additional documents and
26 information that would defeat Skarpelos's current motion for summation judgment, including,
27 but not limited to the following:
28

- Copies of Skarpelos's agreements with Weiser possessed by Lambros or Nicolas, showing the nature of his Weiser account and demonstrating the sale of the Anavex stock at issue. (Skarpelos himself claims to have almost no copies of any agreements with Weiser.)
- Oral testimony regarding Skarpelos's agreements with Weiser, which would also demonstrate the parties' agreement to sell stock as well as their performance thereof.
- Emails from Lambros or Nicolas concerning the same agreements, which also demonstrate the existence of the parties' agreements.
- Bank account information for Skarpelos, Lambros, and Nicolas, which would further demonstrate Skarpelos's withdrawals from his WAM account.

All of the following discovery items are likely to show the existence of a binding agreement between Skarpelos and Weiser from 2013 to sell 3,316,666 of the Anavex shares he had previously deposited with Weiser Asset Management Ltd. to open a brokerage account. They would further demonstrate the extent of Skarpelos's indebtedness to Weiser. Both issues are central to Skarpelos's current motion for summary judgment.

I declare under penalty of perjury under the law of the State of Nevada and the United States that the foregoing is true and correct.

DATED this 12th day of April, 2018

/s/ Frank Z. LaForge
FRANK Z. LAFORGE

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EXHIBIT INDEX

| EXHIBIT # | DESCRIPTION | # OF PAGES |
|-----------|--------------------------------------|------------|
| 1 | Affidavit For Lost Stock Certificate | 2 |
| 2 | Skarpelos's Interrogatory Responses | 11 |
| 3 | Skarpelos's Document Responses | 18 |

9699104_1

EXHIBIT "1"

EXHIBIT "1"

AFFIDAVIT FOR LOST STOCK CERTIFICATE

I, Athanasios Skarpeles hereby declare and affirm as follows:

1. That I reside at:
NISSOYS 5
 Street Address
Athens GLYFADA
 City, State & Zip
GREECE 16675
 Country

2. That I am the legal and beneficial owner of the following shares of Anavex Life Sciences Corp.

3. The above-mentioned stock ownership is represented as follows:

| ISSUED TO | CERT. NO. | SHARE QTY | DATE ISSUED |
|----------------------|-----------|-----------|-------------|
| Athanasios Skarpeles | 660 | 92500 | 9/24/2007 |
| | 753 | 6633332 | 10/29/2009 |

4. That said certificate was/was not endorsed. (Circle one)

5. That the present status of the certificate is as follows: (Please describe, i.e. lost, misplaced or stolen.) lost.

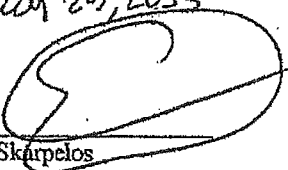
6. That I have not assigned, hypothecated, pledged, or in any other way disposed of either the stock certificate or its rights as a stockholder, in whole or in part.

7. That if the original certificate should ever come into my hands, custody or control, I will immediately and without consideration surrender the original to the Issuing Corporation or Nevada Agency and Transfer Company for cancellation.

ΑΝΑΣΤΑΣΙΟΣ Δ. ΧΡΙΣΤΙΑΣ
 ΔΙΔΑΚΤΩΡ ΝΟΜΙΚΗΣ ΠΑΡΙΣΙΩΝ
 ΔΙΚΗΓΟΡΟΣ ΠΑΡ' ΑΡΕΙΩ ΠΑΓΩ
 ΑΚΑΔΗΜΙΑΣ 57 - ΑΘΗΝΑ 106 79
 ΤΗΛ.: 3600154, 3603853, FAX: 3608926
 ΑΜ/ΔΣΑ: 3730 - ΑΦΜ: 006521672



Date: March 28, 2013


Athanasios Skarpeios

ACKNOWLEDGEMENT/NOTARIZATION

State of GREECE

) ss.

County of Attika

On March 23/13 (DATE) before me, Athanasios CHRISTIAS (NAME OF NOTARY), personally appeared Athanasios SKARPEIOS (NAME) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY SEAL
ΑΘΑΝΑΣΙΟΣ Δ. ΧΡΙΣΤΙΑΣ
ΔΙΔΑΚΤΩΡ ΝΟΜΙΚΗΣ ΠΑΡΙΣΙΩΝ
ΔΙΚΗΓΟΡΟΣ ΠΑΡ' ΑΡΕΙΩ ΠΑΓΩ
ΑΚΑΔΗΜΙΑΣ 57 - ΑΘΗΝΑ 106 79
ΤΗΛ.: 3600154, 3603853, FAX: 3608926
ΑΜ/ΔΣΑ: 3730 - ΑΦΜ: 006521572


NOTARY SIGNATURE

EXHIBIT "2"

EXHIBIT "2"

1 **Code: DISC**

2 JOHN F. MURTHA, ESQ.

3 **Nevada Bar No. 835**

4 W. CHRIS WICKER, ESQ.

5 **Nevada Bar No. 1037**

6 WOODBURN AND WEDGE

7 6100 Neil Road, Ste. 500

8 Reno, Nevada 89505

9 Telephone : (775) 688-3000

10 jmurtha@woodburnandwedge.com

11 cwicker@woodburnandwedge.com

12 Attorneys for Defendant/Cross-Defendant

13 Athanasios Skarpelos

14 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

15 IN AND FOR THE COUNTY OF WASHOE

16 ***

17 NEVADA AGENCY AND TRANSFER
18 COMPANY, a Nevada corporation,

19 Plaintiff,

20 vs.

Case No. CV15-02259

Dept. No. 10

21 WEISER ASSET MANAGEMENT, LTD.,
22 a Bahamas company; WEISER (BAHAMAS)
23 LTD., a Bahamas company, ATHANASIOS
24 SKARPELOS, an individual; and Does 1-10

25 Defendants.

26 **DEFENDANT/CROSS-
27 DEFENDANT SKARPELOS'
28 ANSWERS TO WEISER ASSET
MANAGEMENT LTD.'S FIRST SET
OF INTERROGATORIES**

29 _____/
30 WEISER ASSET MANAGEMENT, LTD., a
31 Bahamas company, and WEISER (BAHAMAS)
32 LTD., a Bahamas company,

33 Cross-Claimants,

34 vs.

35 ATHANASIOS SKARPELOS, an individual,

36 Cross-Defendant.
37 _____/

1 Defendant/Cross-Defendant Athanasios Skarpelos, by and through his
2 attorneys Woodburn and Wedge, hereby answers Defendant/Cross-Claimant Weiser
3 Asset Management Ltd.'s First Set of Interrogatories as follows:
4

5 The answers to the interrogatories set forth below are based upon the best
6 information available to Skarpelos at this time. Skarpelos understands the need to
7 supplement his responses as more information may become available and reserves
8 the right to supplement these answers at any time.
9

10 In the following answers, the following definitions shall apply:

11 "Stock" shall mean and refer to the 3,316,666 shares of Anavex Life Sciences,
12 Inc. stock that is the subject of this action.

13 "Skarpelos" shall mean and refer to Athanasios Skarpelos.

14 "Transfer Agent" shall mean and refer to Nevada Agency and Transfer
15 Company.

16 "Weiser" shall mean and refer to Weiser Asset Management, Ltd. and Weiser
17 (Bahamas), Ltd., collectively.
18

19 **Interrogatory No. 1:**

20 State all facts materially supporting Your second affirmative defense (estoppel)
21 to Weiser's cross-claim.

22 **Answer:**

23 Objection. This request seeks information that is protected by the work product
24 doctrine. Additionally, the request is vague and ambiguous. Notwithstanding these
25 objections and without waiving any privileges, Weiser should be estopped from
26 asserting any claim to the Stock because it had been deposited with Weiser by
27 Skarpelos as a condition to opening an account with Weiser and not for the purpose
28

1 of allowing Weiser to sell it for any reason. Furthermore, Weiser purportedly sold the
2 Stock without any contractual authority to do so and without any notice whatsoever to
3 Skarpelos.
4

5 **Interrogatory No. 2:**

6 State all facts materially supporting Your third affirmative defense (laches) to
7 Weiser's cross-claim.

8 **Answer:**

9 Objection. This request seeks information that is protected by the work product
10 doctrine. Additionally, the request is vague and ambiguous. Notwithstanding these
11 objections, and without waiving any privileges, Weiser's unreasonably delayed making
12 its demand upon the Transfer Agent to transfer the Stock to it. Weiser's claim to the
13 Stock, if it has one, arose in the spring or summer of 2013, yet Weiser did not make a
14 demand upon the Transfer Agent to transfer the Stock until November 2015, more than
15 2 years later.
16

17 **Interrogatory No. 3:**

18 State all facts materially supporting Your fourth affirmative defense (no contract)
19 to Weiser's cross-claim.
20

21 **Answer:**

22 Objection. This request seeks information that is protected by the work product
23 doctrine and the attorney-client privilege. Notwithstanding these objections and
24 without waiving any privileges, Weiser had no contract, written or oral, with Skarpelos
25 that gave Weiser the right to sell the Stock to itself.
26

27 ///

1 **Interrogatory No. 4:**

2 State all facts materially supporting Your seventh affirmative defense (breach of
3 contract) to Weiser's cross-claim.
4

5 **Answer:**

6 Objection. This request seeks information that is protected by the work product
7 doctrine and the attorney-client privilege. Notwithstanding these objections and
8 without waiving any privileges, to the extent a contract may have existed between
9 Skarpelos and Weiser, the contract did not grant Weiser the right to sell the Stock to
10 itself, yet Weiser purportedly did sell the Stock to itself in breach of whatever contract
11 may have existed between Skarpelos and Weiser.
12

13 **Interrogatory No. 5:**

14 State all facts materially supporting Your ninth affirmative defense (fraud in the
15 inducements) to Weiser's cross-claim

16 **Answer:**

17 Objection. This request seeks information that is protected by the work product
18 doctrine and the attorney-client privilege. Notwithstanding these objections and
19 without waiving any privileges, Skarpelos deposited the Stock with Weiser as a
20 condition to opening an account with Weiser and not for the purpose of having Weiser
21 sell it to itself or any other person. Skarpelos was not advised that Weiser would
22 consider the deposit of the Stock as collateral for Skarpelos account. Furthermore,
23 when Skarpelos opened his account with Weiser, he specifically indicated he wanted
24 his account to be a "cash account" without the ability to borrow funds against it, yet
25 Weiser apparently now claims Skarpelos' account had been borrowed against thereby
26 giving Weiser the right to sell the Stock to itself. Skarpelos was never advised prior to
27
28

1 opening his account with Weiser that if he deposited the Stock with Weiser it could
2 later claim the right to sell the Stock to itself.

3
4 **Interrogatory No. 6:**

5 State all facts materially supporting Your eleventh affirmative defense (statute
6 of limitations) to Weiser's cross-claim.

7 **Answer:**

8 Weiser's claim to the Stock, if it has one, arose in the spring or summer of 2013,
9 yet Weiser did not make a demand upon the Transfer Agent to transfer the Stock until
10 November 2015. This action was commenced on November 18, 2016, and Weiser's
11 counterclaims were not filed until May 23, 2016.

12
13 **Interrogatory No. 7:**

14 State all material facts supporting Your allegation that "Weiser stopped
15 answering its phones", as alleged in the Amended Complaint and adopted by Your
16 Cross-claim, including but not limited to: (a) the precise time period during which You
17 allege Weiser stopped answering its phones; (b) the number and specific times You
18 attempted to call; and (c) what You wished to discuss with Weiser during that period.

19
20 **Answer:**

21 Objection. This request is vague, ambiguous and burdensome due to the length
22 of time since the attempted communications occurred. Notwithstanding these
23 objections, due to the long period of time that has passed, Skarpelos does not have
24 access to records that can provide the details requested by the Interrogatory and for
25 that reason must stand on the statements in the pleadings.

26 ///
27
28

1 **Interrogatory No. 8:**

2 State all facts material supporting Your twelfth affirmative defense (waiver) to
3 Weiser's cross-claim.
4

5 **Answer:**

6 See Answers to Interrogatories 1 and 2, above.

7 **Interrogatory No. 9:**

8 State all facts materially supporting Your thirteenth affirmative defense
9 (mitigation of damages) to Weiser's cross-claim.
10

11 **Answer:**

12 Objection. This request seeks information that is protected by the work product
13 doctrine and the attorney-client privilege. This request is vague and ambiguous.
14 Furthermore, due to Weiser's inability or unwillingness to produce records that are
15 responsive to Skarpelos discovery in this case, Skarpelos has not had an opportunity
16 to fully develop all of the facts that could be supportive of the defense. Notwithstanding
17 these objections and without waiving any privileges, it appears Weiser, for unknown
18 reasons, delayed in making any claim to the Stock which could have provided full
19 recovery for any claims it may have had against Skarpelos arising out of the
20 establishment of Skarpelos' account with Weiser.
21

22 **Interrogatory No. 10:**

23 Identify each occasion on which You demanded from Weiser, orally or in writing,
24 that Weiser return either Certificate Nos. 660 and 753 or the value thereof, identifying
25 the date on which the demand was made, who made it, how it was made, and
26 identifying any Documents materially supporting Your response.
27

28 **Answer:**

1 Objection. This request is vague, ambiguous and burdensome due to the length
2 of time since the attempted communications occurred. Notwithstanding these
3 objections, Skarpelos' credentials to the email server that was hosted by Christos
4 Livadas were revoked by him in 2013. Mr. Livadas has custody of the emails
5 necessary to provide detailed answers to this Interrogatory. See, Bates Nos. WEISER
6 341-343.
7

8 **Interrogatory No. 11:**
9

10 Explain why You provided Certificate Nos. 660 and 753 to Weiser, detailing what
11 Your understanding of the parties' relationship was with respect to those certificates,
12 the parties' respective obligations to one another in connection with that transaction, if
13 any and identifying any Documents materially supporting Your response.

14 **Answer:** Physical Certificates Nos. 660 and 753 as well as completed
15 account opening forms were provided to Howard Daniels who represented Weiser as
16 it's Chief Operating Officer at the offices of Equity Trust Bahamas Ltd., solely to
17 establish a brokerage account with Weiser in Skarpelos' name. See, Bates No. S 6.
18

19 **Interrogatory No. 12:**
20

21 Identify each occasion when You either transferred money or stock shares to
22 Weiser or received money or stock shares from Weiser between 2007 and present,
23 setting forth in detail the date, the amount of money or stock shares, the currency or
24 name of the stock shares, and the nature of each transaction.

25 **Answer:**
26

27 See Answer to Interrogatory No. 11.
28

///

1 **Interrogatory No. 13:**

2 Identify all enforceable contracts entered into by You and Weiser between 2007
3 and present, whether written or oral, setting forth in detail the date of the agreement,
4 its material terms, and identifying any Documents materially supporting Your response.
5

6 **Answer:**

7 Objection. The interrogatory calls for a legal conclusion. Additionally, the
8 interrogatory seeks information that is protected by the work product doctrine and the
9 attorney-client privilege. This request is vague and ambiguous. Notwithstanding these
10 objections and without waiving any privilege, the only contractual arrangement
11 between Skarpelos and Weiser is embodied in the Weiser Asset Management, Ltd.
12 account application signed by Skarpelos in May 2011 and accepted by Weiser in
13 October 2011. See, Bates Nos. WEISER 352-361.
14

15 **Interrogatory No. 14:**

16 Explain the scope of Lambros Pedafronimos's involvement in any of Your email
17 accounts between 2007 and 2014, setting forth (a) the dates or date ranges during
18 which he had access to any of Your email accounts, (b) the actions he took concerning
19 Your emails (reading, drafting, responding, etc.), and (c) the kinds of actions You
20 authorized him to take concerning Your emails.
21

22 **Answer:**

23 Objection. This request is vague, ambiguous and burdensome, especially
24 considering the time frame (2007-2014). Additionally, inasmuch as the account
25 relationship between Skarpelos and Weiser began in May 2011, any involvement by
26 Lambros Pentafronimos with Skarpelos' email account prior to that date is wholly
27 irrelevant to the issues in this case. Notwithstanding these objections, Lambros
28

1 Pentafronimos may have helped Skarpelos from time to time, but due to the passage
2 of time Skarpelos cannot recall specific dates and/or times.
3

4 **Interrogatory No. 15:**

5 Explain the scope of Nikolaos Pentafronimos's involvement in any of Your email
6 accounts between 2007 and 2014, setting forth (a) the dates or date ranges during
7 which he had access to any of Your email accounts, (b) the actions he took concerning
8 Your emails (reading, drafting, responding, etc.), the kinds of actions You authorized
9 him to take concerning Your emails.
10

11 **Answer:**

12 Objection. This request is vague, ambiguous and burdensome, especially
13 considering the time frame (2007-2014). Additionally, inasmuch as the account
14 relationship between Skarpelos and Weiser began in May 2011, any involvement by
15 Nikolaos Pentafronimos with Skarpelos' email account prior to that date is wholly
16 irrelevant to the issues in this case. Notwithstanding these objections, Lambros
17 Pentafronimos may have helped Skarpelos from time to time, but due to the passage
18 of time Skarpelos cannot recall specific dates and/or times.
19

20 I, ATHANASIOS SKARPELOS, declare under oath that I know the contents of
21 the answers to the interrogatories set forth above and that the same are true and
22 correct to the best of my own personal knowledge.

23 DATED this _____ day of January, 2018.
24

25 _____
26 ATHANASIOS SKARPELOS
27
28

1 I, JOHN F. MURTHA, execute these answers to interrogatories pursuant to the
2 provisions of NRCP 33(b)(2).
3

4 DATED this 12th day of January, 2018.

5 WOODBURN AND WEDGE

6
7 By 

8 John F. Murtha, Esq.
9 Attorneys for Cross-Claimant
Athanasios Skarpelos

10
11 **AFFIRMATION**
12 Pursuant to NRS 239B.030

13 The undersigned does hereby affirm that the preceding document does not
14 contain the social security number of any person.

15 DATED this 12th day of January, 2018.

16 WOODBURN AND WEDGE

17
18 By 

19 John F. Murtha, Esq.
20 Attorneys for Cross-Claimant
Athanasios Skarpelos

CERTIFICATE OF SERVICE

I certify that I am an employee of the law firm of Woodburn and Wedge, and that on the 12th day of January, 2018, I caused the foregoing document to be delivered to the parties entitled to notice in this action by:

 placing a true copy thereof in a sealed, stamped envelope with the United States Postal Service at Reno, Nevada

 personal delivery

 email

 electronic filing

 Federal Express or other overnight delivery

as follows:

Jeremy J. Nork, Esq.
Frank Z. LaForge, Esq.
Holland Hart LLP
5441 Kietzke Lane, 2nd Floor
Reno, Nevada 89511

Clay P. Brust, Esq.
Robison, Simons, Sharp & Brust
71 Washington St.
Reno, NV 89503

Alexander H. Walker III, Esq.
57 West 200 South, Suite 400
Salt Lake City, UT 84101

Denise Sencore

EXHIBIT "3"

EXHIBIT "3"

1 **Code: DISC**

2 JOHN F. MURTHA, ESQ.

3 **Nevada Bar No. 835**

4 W. CHRIS WICKER, ESQ.

5 **Nevada Bar No. 1037**

6 WOODBURN AND WEDGE

7 6100 Neil Road, Ste. 500

8 Reno, Nevada 89505

9 Telephone : (775) 688-3000

10 jmurtha@woodburnandwedge.com

11 cwicker@woodburnandwedge.com

12 Attorneys for Defendant/Cross-Defendant

13 Athanasios Skarpelos

14 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

15 IN AND FOR THE COUNTY OF WASHOE

16 ***

17 NEVADA AGENCY AND TRANSFER
18 COMPANY, a Nevada corporation,

19 Plaintiff,

20 vs.

Case No. CV15-02259

Dept. No. 10

21 WEISER ASSET MANAGEMENT, LTD.,
22 a Bahamas company; WEISER (BAHAMAS)
23 LTD., a Bahamas company, ATHANASIOS
24 SKARPELOS, an individual; and Does 1-10

25 Defendants.

**DEFENDANT/CROSS-
DEFENDANT SKARPELOS'
RESPONSES TO WEISER ASSET
MANAGEMENT LTD.'S FIRST SET
OF REQUESTS FOR PRODUCTION**

26 _____/
27 WEISER ASSET MANAGEMENT, LTD., a
28 Bahamas company, and WEISER (BAHAMAS)
LTD., a Bahamas company,

Cross-Claimants,

vs.

ATHANASIOS SKARPELOS, an individual,

Cross-Defendant.
_____ /

1 Defendant/Cross-Defendant Athanasios Skarpelos, by and through his
2 attorneys Woodburn and Wedge, hereby responds to Defendant/Cross-Claimant
3 Weiser Asset Management Ltd.'s First Set of Requests For Production as follows:
4

5 The responses set forth below are based upon the best information available to
6 Defendant/Cross-Defendant at this time. Defendant/Cross-Defendant understands
7 the need to supplement his responses as information becomes available and reserves
8 the right to supplement them at any time.
9

10 In the following responses, the following definitions shall apply:

11 "NATCO" shall mean and refer to Nevada Agency and Transfer Company.

12 "Stock" shall mean and refer to the 3,316,666 shares of Anavex Life Sciences,
13 Inc. stock that is the subject of this action.

14 "Skarpelos" shall mean and refer to Athanasios Skarpelos.

15 "Weiser" shall mean and refer to Weiser Asset Management, Ltd. and Weiser
16 (Bahamas), Ltd., collectively.
17

18 **Request For Production No. 1:**

19 Produce all Communications between You and Weiser, including, but not limited
20 to, all correspondence of any kind and Documents sent from one party to the other.

21 **Response:**

22 Objection. The request is vague, overly broad and burdensome in that it is not
23 limited in time nor is it limited to the subject matter of this lawsuit. Furthermore, Weiser
24 is duty bound under the law to maintain such documents and, therefore, the requested
25 documents should be available from its own records. Notwithstanding these
26 objections, Skarpelos has produced all documents in his possession and control that
27 may be responsive to the request.
28

1 **Request For Production No. 2:**

2 Produce all Communications between You and NATCO that mention or
3 reference, directly or indirectly, Anavex between 2010 and present.
4

5 **Response:**

6 Objection. The request is vague, overly broad and burdensome in that it is not
7 limited to the subject matter of this lawsuit. Notwithstanding this objection, Skarpelos
8 has produced all communication between himself and NATCO that reference the
9 Stock.
10

11 **Request For Production No. 3:**

12 Produce all Communications between You and NATCO that mention or
13 reference, directly or indirectly, the Disputed Stock between 2010 and present.

14 **Response:**

15 See Response to Request for Production No. 2.

16 **Request For Production No. 4:**

17 Produce all Communications between You and Lambros Pedafronimos that
18 mention or reference, directly or indirectly, Weiser, Anavex, Christos Livadas, or
19 NATCO since 2010.
20

21 **Response:**

22 Objection. The request is vague, overly broad and burdensome in that it is not
23 limited to the subject matter of this lawsuit. Notwithstanding this objection, Skarpelos
24 has produced all communications between himself and Lambros Pedafronimos that
25 are within his custody and control.
26

27 ///

1
2 **Request For Production No. 5:**

3 Produce all Communications between You and Nikolaos Pentrafronimos [sic]
4 that mention or reference, directly or indirectly, Weiser, Anavex, Christos Livadas, or
5 NATCO since 2010.

6 **Response:**

7 Objection. The request is vague, overly broad and burdensome in that it is not
8 limited to the subject matter of this lawsuit. Notwithstanding this objection, Skarpelos
9 has produced all communications between himself and Nikolaos Pedafronimos that
10 are within his custody and control.
11

12 **Request For Production No. 6:**

13 Produce all Documents and Communications that materially support Your
14 contention that You are the "sole, true and rightful owner of all of the Disputed Stock",
15 as alleged in Your Answer to the Amended Complaint and Cross-claim.
16

17 **Response:**

18 Objection. The request seeks information that is protected by the work product
19 doctrine and the attorney-client privilege. Notwithstanding this objection, Skarpelos
20 has provided all documents in his possession and under his control that are responsive
21 to this request.

22 **Request For Production No. 7:**

23 Produce all Documents and Communications evidencing Your concern as to
24 whether or not Weiser is a "properly licensed broker-dealer in the United States," as
25 alleged in the Amended Complaint and adopted by Your Cross-claim.
26

27 ///

1 **Response:**

2 All documents in Skarpelos' possession or under his control that are responsive
3
4 to this request have already been produced.

5 **Request For Production No. 8:**

6 Produce all phone records for ay phone used to attempt to contact Weiser
7 during the period in which You claim that "Weiser stopped answering its phones,: as
8 alleged in the Amended Complaint and adopted in Your Cross-claim, including phone
9 records for the four months preceding and four months subsequent to that period.

10 **Response:**

11 Objection. This request is vague, overly broad and burdensome due to the
12 length of time since the communications occurred. Skarpelos does not have access
13 to records that can provide the details.

14 **Request For Production No. 9:**

15 Produce all Documents memorializing any transfers between any account
16 belonging to Lambros Pedafronimos and any Account owned or controlled by You
17 between 2007 and January 2014.

18 **Response:**

19 Objection. This request is vague, overly broad, irrelevant and burdensome in
20 that it is not limited to the dates that would be applicable to the issues in this case, nor
21 is it limited to accounts or transfers that would evidence or relate to any deposits or
22 withdrawals connected to Skarpelos' account with Weiser. Furthermore, Skarpelos
23 does not have access to any detailed account statements that would be responsive to
24 the request. Skarpelos was only able to obtain some account summaries which are
25 produced herewith as S0000032-35.
26
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28

1 **Request For Production No. 10:**

2 Produce all Documents memorializing any transfers between any account
3 belonging to Nikolas Pentafronimos [sic] and any Account owned or controlled by You
4 between 2007 and January 2014.
5

6 **Response:**

7 See Response to Request No. 9.
8

9 **Request For Production No. 11:**

10 Produce all Documents memorializing any payments by Lambros Pedafronimos
11 of any debt owed by You between 2007 and January 2014.

12 **Response:**

13 Objection. This request is vague, overly broad, irrelevant and burdensome in
14 that it is not limited to the dates that would be applicable to the issues in this case, nor
15 is it limited to matters or facts that are relevant to the issues in this case.
16 Notwithstanding these objections, Skarpelos does not have any documents that are
17 responsive to the request.
18

19 **Request For Production No. 12:**

20 Produce all Documents memorializing any payments by Nikolaos
21 Pentafronimos [sic] of any debt owed by You between 2007 and January 2014.

22 **Response:**

23 See Response to Request No. 11.
24

25 **Request For Production No. 13:**

26 Produce all Account statements from any account owned or controlled by You
27 between May 2011 and January 2014.
28

///

1 **Response:**

2 Objection. This request is vague, overly broad, irrelevant and burdensome in
3 that it is not limited to the dates that would be applicable to the issues in this case, nor
4 is it limited to accounts that would have any relevance to the issues in this case.
5 Notwithstanding these objections, regarding the one account that is relevant to this
6 case, Skarpelos' account with Weiser, Skarpelos has no documents that are
7 responsive to this request because other than the one account statement produced by
8 Weiser during discovery in this matter (WEISER378-380) Skarpelos has never
9 received any account statements from Weiser.
10

11 **Request For Production No. 14:**

12 Produce all Documents materially supporting Your contention in the Affidavit for
13 Lost Certificate that Your Anavex stock certificates were lost.
14

15 **Response:**

16 All documents in Skarpelos possession or under his control that touch upon the
17 issue have been produced.
18

19 **Request For Production No. 15:**

20 Produce all Documents that mention or reference the sale of Anavex stock
21 between 2010 and 2016.

22 **Response:**

23 Objection. The request is vague, ambiguous, overly broad, irrelevant and
24 burdensome in that it is not limited to times that are relevant to the issues in this case
25 nor is it necessarily limited to documents that are relevant to the issues in this case.
26 All documents in Skarpelos' possession or under his control that are relevant to the
27 issues in this case have been produced.
28

1 **Request For Production No. 16:**

2 Produce all Documents that mention or reference the Purchase Agreement.

3 **Response:**

4 Objection. The request is vague, ambiguous, overly broad, irrelevant and
5 burdensome in that it is not limited to times that are relevant to the issues in this case
6 nor is it limited to the issues or the subject matter of the litigation. Notwithstanding
7 these objections, all documents in Skarpelos' possession or under his control that are
8 relevant to the issues in this case have been produced.
9

10 **Request For Production No. 17:**

11 Produce all Agreements – including any preliminary drafts, edits, amendments,
12 and exhibits – You entered into with either Weiser or Christos Livadas, including, but
13 not limited to, those involving Anavex Stock.
14

15 **Response:**

16 Objection. The request is vague, ambiguous, overly broad, irrelevant and
17 burdensome in that it is not limited to times that are relevant to the issues in this case
18 nor is it limited to the issues or the subject matter of the litigation. Notwithstanding
19 these objections, all documents in Skarpelos' possession or under his control that are
20 relevant to the issues in this case have been produced.
21

22 **Request For Production No. 18:**

23 Produce all drafts of prospective Agreements that You had with either Weiser
24 or Christos Livadas but did not ultimately enter into, including, but not limited to, those
25 involving Anavex Stock.
26

27 ///

1 **Response:**

2
3 Objection. The request is vague, ambiguous, overly broad, irrelevant and
4 burdensome in that it is not limited to times that are relevant to the issues in this case
5 nor is it limited to the issues or the subject matter of the litigation. Notwithstanding
6 these objections, all documents in Skarpelos' possession or under his control that are
7 relevant to the issues in this case have been produced.

8 **Request For Production No. 19:**

9 Produce all Communications between You and Christos Livadas, including, but
10 not limited to, all correspondence of any kind and Documents sent from one party to
11 the other.

12 **Response:**

13
14 Objection. The request is vague, ambiguous, overly broad, irrelevant and
15 burdensome in that it is not limited to times that are relevant to the issues in this case
16 nor is it limited to the issues or the subject matter of the litigation. Notwithstanding
17 these objections, all documents in Skarpelos' possession or under his control that are
18 relevant to the issues in this case have been produced.

19 **Request For Production No. 20:**

20 Produce all documents or communications materially supporting Your response
21 to Interrogatory No. 1.

22 **Response:**

23 All responsive documents have been produced.

24 **Request For Production No. 21:**

25 Produce all documents or communications materially supporting Your response
26 to Interrogatory No. 2.

1 **Response:**

2 All responsive documents have been produced.

3
4 **Request For Production No. 22:**

5 Produce all documents or communications materially supporting Your response
6 to Interrogatory No. 3.

7 **Response:**

8 All responsive documents have been produced.

9
10 **Request For Production No. 23:**

11 Produce all documents or communications materially supporting Your response
12 to Interrogatory No. 4.

13 **Response:**

14 All responsive documents have been produced.

15 **Request For Production No. 24:**

16 Produce all documents or communication materially supporting Your response
17 to Interrogatory No. 5.

18 **Response:**

19 All responsive documents have been produced.

20
21 **Request For Production No. 25:**

22 Produce all documents or communications materially supporting Your response
23 to Interrogatory No. 6.

24 **Response:**

25 All responsive documents have been produced.

26
27 ///

28 ///

1 **Request For Production No. 27:**

2
3 Produce all documents or communications materially supporting Your response
4 to Interrogatory No. 8.

5 **Response:**

6 All responsive documents have been produced.

7 **Request For Production No. 28:**

8 Produce all documents or communications materially supporting Your response
9 to Interrogatory No. 9.

10 **Response:**

11 All responsive documents have been produced.

12 **Request For Production No. 29:**

13 Produce all documents or communications materially supporting Your response
14 to Interrogatory No. 10.

15 **Response:**

16 All responsive documents have been produced.

17 **Request For Production No. 30:**

18 Produce all documents or communications materially supporting Your response
19 to Interrogatory No. 11.

20 **Response:**

21 All responsive documents have been produced.

22 **Request For Production No. 31:**

23 Produce all documents or communications materially supporting Your response
24 to Interrogatory No. 12.

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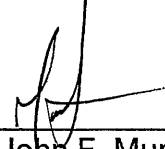
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I, JOHN F. MURTHA, execute these answers to interrogatories pursuant to the provisions of NRCP 33(b)(2).

DATED this 12th day of January, 2018.

WOODBURN AND WEDGE

By


John F. Murtha, Esq.
Attorneys for Cross-Claimant
Athanasios Skarpelos

AFFIRMATION

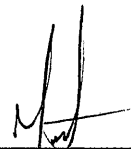
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED this 12th day of January, 2018.

WOODBURN AND WEDGE

By


John F. Murtha, Esq.
Attorneys for Cross-Claimant
Athanasios Skarpelos

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CERTIFICATE OF SERVICE

I certify that I am an employee of the law firm of Woodburn and Wedge, and that on the 12th day of January, 2018, I caused the foregoing document to be delivered to the parties entitled to notice in this action by:

 placing a true copy thereof in a sealed, stamped envelope with the United States Postal Service at Reno, Nevada

 personal delivery

 email

 electronic filing

 Federal Express or other overnight delivery

as follows:

Jeremy J. Nork, Esq.
Frank Z. LaForge, Esq.
Holland Hart LLP
5441 Kietzke Lane, 2nd Floor
Reno, Nevada 89511

Clay P. Brust, Esq.
Robison, Simons, Sharp & Brust
71 Washington St.
Reno, NV 89503

Alexander H. Walker III, Esq.
57 West 200 South, Suite 400
Salt Lake City, UT 84101

Denise Sersari

ΕΓΝΙΚΗ ΤΡΑΠΕΖΑ ΤΗΣ ΕΛΛΑΔΟΣ Α.Ε.

ΚΑΤΑΣΤΑΣΗ ΑΝΑΛΥΤΙΚΗΣ ΚΙΝΗΣΗΣ ΚΑΤΑΘΗΤΙΚΟΥ ΛΟΓΑΡΙΑΣΜΟΥ 248/7450303

ΣΕΛΙΔΑ: 1

ΚΩΔΙΚΟΣ ΚΑΤΑΣΤΑΣΗΣ: ΚΑ384-V

ΚΑΤΑΣΤΗΜΑ: 248 ΛΕΥΤΡΟΥΣ

ΗΜΕΡΟΜΗΝΙΑ ΕΚΔΟΣΗΣ: 04.01.2018

ΔΕΝ ΥΠΑΡΧΟΥΝ ΑΝΑΛΥΤΙΚΕΣ ΚΙΝΗΣΕΙΣ ΚΑΤΑ ΤΟ ΔΙΑΣΤΗΜΑ 01.01.2007 ΕΩΣ 04.01.2018
ΛΟΓΑΡΙΑΣΜΟΣ ΑΚΙΝΗΤΟΥ Η ΑΝΤΙΔΡΑΣΤΟΣ ΤΟ ΑΙΤΟΥΜΕΝΟ ΧΡΟΝΙΚΟ ΔΙΑΣΤΗΜΑ

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ΤΕΛΟΣ ΚΑΤΑΣΤΑΣΗΣ: ΚΑ384-V

ΜΟΝΗΜΑ ΠΟΥ ΕΧΕΙ ΕΞΑΧΘΕΙ ΑΠΟ ΤΑ ΤΗΡΟΥΜΕΝΑ ΜΕΧΑΝΟΓΡΑΦΙΚΟΙ
ΕΜΠΟΡΙΚΑ ΒΙΒΛΙΑ ΤΗΣ ΤΡΑΠΕΖΑΣ ΚΑΙ ΕΚΤΥΠΩΜΕΝΟ
ΑΠΟ ΤΟΝ ΗΛΕΚΤΡΟΝΙΚΟ ΥΠΟΛΟΓΙΣΤΗ ΑΥΤΗΣ

Αριθμ. 57/1720/18

Ο ΠΡΕΣΒΥΤΕΡΟΣ ΤΗΣ ΤΡΑΠΕΖΑΣ
ΕΓΝΙΚΗ ΤΡΑΠΕΖΑ ΤΗΣ ΕΛΛΑΔΟΣ Α.Ε.

S000032

JA0580

ΑΠΛΟ ΤΑΜΙΕΥΤΗΡΙΟ

248/745030-30

ΣΚΑΡΠΕΛΟΣ ΗΛΙΑΣ ΑΘΑΝΑΣ
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IBAN ΑΝΤΑΓΡΑΦΗΣ
GR9201102480000024874503030

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BRANCH (248)

Α. ΠΑΡΟΥΣΙΑ

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ΑΠΛΟ ΤΑΜΙΕΥΤΗΡΙΟ

248/606024-24

ΣΚΑΡΠΕΛΟΣ ΑΘΑΝΑΣΙΟΣ ΗΛΙΑΣ

IBAN ΛΟΓΑΡΙΑΣΜΟΥ
GR7701102480000024860602424

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ΕΠΙΧΕΙΡΗΣΙΑ

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ΕΘΝΙΚΗ ΤΡΑΠΕΖΑ ΤΗΣ ΕΛΛΑΔΟΣ Α.Ε.
ΚΑΤΑΣΤΑΣΗ ΑΝΑΛΥΤΙΚΗΣ ΚΙΝΗΣΗΣ ΚΑΤΑΘΗΤΙΚΟΥ ΛΟΓΑΡΙΑΣΜΟΥ 248/6060242
ΚΩΔΙΚΟΣ ΚΑΤΑΣΤΑΣΗΣ: ΚΑ339-V

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| 14.08.2014 | 010 ΚΑΤΑΘΕΣΗ | 14.08.2014 2480A | | 250,00 ΠΙ | ΕΥΡΩ | 0,00 | ΕΥΡΩ |
| 20.08.2014 | 022 ΕΝΤΟΛΗ 24800006627 | 20.08.2014 2480A | | 229,65 ΧΡ | ΕΥΡΩ | | 250,00 ΠΙ |
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ΝΕΟ ΥΠΟΛΟΙΠΟ : 20,35 ΠΙ ΕΥΡΩ

ΤΕΛΟΣ ΚΑΤΑΣΤΑΣΗΣ: ΚΑ339-V

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Ο ΠΡΕΣΒΥΤΕΡΟΣ ΤΗΣ ΤΡΑΠΕΖΑΣ ΕΚΤΥΠΩΣΗ

ΕΘΝΙΚΗ ΤΡΑΠΕΖΑ ΤΗΣ ΕΛΛΑΔΟΣ Α.Ε.

S000035

JA0583

1 **Code: 3795**

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15 **Athanasios Skarpelos**

16 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

17 **IN AND FOR THE COUNTY OF WASHOE**

18 *******

19 **NEVADA AGENCY AND TRANSFER**
20 **COMPANY, a Nevada corporation,**

Case No. CV15-02259
Dept. No. 10

21 **Plaintiff,**

22 **vs.**

23 **WEISER ASSET MANAGEMENT, LTD.,**
24 **a Bahamas company; WEISER (BAHAMAS)**
25 **LTD., a Bahamas company; ATHANASIOS**
26 **SKARPELOS, an individual; and**

ATHANASIOS SKARPELOS'
REPLY IN SUPPORT OF
MOTION FOR
SUMMARY JUDGMENT

27 **DOES 1-10,**

28 **Defendants.**

AND RELATED CROSS-CLAIMS

Athanasios Skarpelos ("Skarpelos"), by and through his attorneys Woodburn and Wedge, hereby submits his Reply in Support of his Motion for Summary Judgment

JA0584

1 (“Motion”) filed herein on March 12, 2018. This Reply is supported by the Affidavit of
2 John F. Murtha, Esq. filed contemporaneously herewith.

3
4 **1. INTRODUCTION.**

5 The issue in this case is the ownership of 3,316,666 shares of Anavex stock (the
6 “Disputed Stock”). In Weisers’ Cross-Claim they allege “Skarpelos, the former owner of the
7 stock, agreed to sell it to Weiser.” *Weiser Cross-Claim, p. 10, ¶ 3*. The question is: Did
8 Weiser Asset Management, Ltd. (“Weiser”) or Weiser (Bahamas), Ltd (“Bahamas”)¹ acquire
9 the stock from Skarpelos? The basis for the Weisers’ claims to the Disputed Stock is found in
10 their Cross-Claim against Skarpelos. Therein, they allege “*In July 2013, Weiser and*
11 *Skarpelos entered into a contract for a sale of a certain amount of stock.*” *Weisers’ Cross-*
12 *Claim, p. 10, ¶ 3 (emphasis added)*. During discovery Weisers admitted the “certain amount
13 of stock” is the Disputed Stock. *Motion, p. 7, ¶ 5*. The contract was attached to the Motion as
14 Exhibit 2 (the “July Contract”).² Notwithstanding the very clear nature of their claim as pled,
15 Weiser’s Opposition filed on April 12, 2018 (“Opposition”), takes a completely different
16 approach and argues, essentially, that: the July Contract doesn’t mean what it says and, by the
17 way, there was an entirely different, heretofore unmentioned, unwritten contract in April 2013
18 that contradicts the terms of the July Contract that is actually the basis of our claims.

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21 There are several problems with Weisers’ new found theory. First, their story (as will
22 be demonstrated later) is simply incredible and utterly unbelievable. Second, their new-found
23 theory would require this Court to completely ignore the parol evidence rule. Third, their
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25 ¹ In the Motion Skarpelos referred to Weiser Asset Management as “Weiser” and Weiser
26 (Bahamas) as “Bahamas.” In their opposition to the Motion, Weiser and Bahamas were referred to as
27 “WAM” and “Weiser Capital,” respectively. This Reply will continue to use the same shorthand
designations for Weiser and Bahamas used in the Motion and collectively they will be referred to as
“Weisers.”

28 ² All future references to exhibits are to the exhibits attached to the Motion and will simply be
referenced as “Ex. ____.”

1 new-found theory is supported only by a declaration of Christos Livadas ("Livadas
2 Declaration") which is procedurally defective. And perhaps most importantly, the Livadas
3 Declaration **does not at all say** the July Contract was a memorialization of the purported
4 April transaction.
5

6 There are other miscellaneous issues with the Opposition that will be addressed after
7 the discussions on the major issues.

8 **II. WEISERS' NEW-FOUND LEGAL THEORY IS INCREDIBLE AND**
9 **ILLOGICAL.**

10 The critical terms of the July Contract are price and payment. They are contained in
11 Sections 1.2 and 1.3 of the contract. Section 1.2 succinctly and unambiguously states "The
12 purchase price for the shares (the **Purchase Price**) is Two Hundred and Fifty Thousand
13 dollars (\$250,000.00). The Purchase Price shall be paid to the seller at the Closing." *See, Ex.*
14 *2.* Closing is defined in Section 1.3 as "September 30, 2013, or such other date as the parties
15 hereto may agree to (the **Closing Date**)."
16 *Id.* The Motion recited numerous responses by the
17 Weisers to Skarpelos' Requests for Admission in which they *admit they never sent Skarpelos*
18 *\$250,000 on or after September 30, 2013. See, Motion, p. 8, ¶ 14.* Furthermore, nowhere in
19 their Opposition or in Livadas Declaration do the Weisers even attempt to argue they paid
20 Skarpelos \$250,000 after September 30, 2013. Instead, the Opposition effectively says: "No,
21 no, no. You misunderstand. Weisers had already paid the \$250,000 to Skarpelos and the July
22 2013 July Contract merely memorialized a deal we made in April 2013." Besides the fact
23 there is no evidence to support the argument, it is simply incredible and illogical. Consider
24 the following:
25

- 26 ➤ If the parties had actually agreed in April 2013 that Skarpelos would sell the
27 Disputed Stock to Weisers and they paid Skarpelos \$250,000, why would it be
28 necessary for a written memorialization to be created three months later?

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- If Weisers had paid for the Disputed Stock and they had it and Skarpelos' power of attorney in hand (which they claim they had) why was it necessary for a written memorialization to be created three months later?
 - If the July Contract was a mere memorialization of an April deal already performed by Weiser, why did the July Contract not recite: (1) that it was a memorialization of an earlier contract; (2) the terms of the earlier contract; or (3) the fact the consideration for the Disputed Stock *had already been paid*?
 - If the July Contract was in fact a mere memorialization of an April deal already performed by Weisers, why did the July Contract provide that Weisers were to pay \$250,000 on September 30, 2013?
 - The July Contract (*Ex. 2, ¶ 4.1*) contains an integration clause that says:

10 This Agreement constitutes the entire understanding and agreement of
11 the parties relating to the subject matter hereof and supersedes any and
12 all prior understandings, agreements, negotiations and discussions, both
13 written and oral between the parties hereto with respect to the subject
14 matter hereof.

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- If Weisers claim to the Disputed Stock was based on a verbal contract entered into in April 2013,³ why did their legal counsel's demand to Plaintiff Nevada Agency and Transfer Company ("NATCO") in October 2015 refer to the July Contract and not at all mention the purported April contract? *See, Ex. 1.*
 - If Weisers' claim to the Disputed Stock was tied in any manner to a contract negotiated and performed in April 2013, why was the April 2013 deal not mentioned at all in Weisers' Cross-Claim? Weisers' Cross-Claim references the July Contract three times, but it never references an April 2013 deal. *See, Weisers' Cross Claim, p. 10, ¶ 3 and p. 11, ¶¶ 10 and 13.*

20 Furthermore, at no time during discovery in this case did Weisers ever state the July Contract
21 was a memorialization of an April 2013 deal. *Affidavit of John F. Murtha filed*
22 *contemporaneously herewith, ¶¶ 10-14.*

23 The undersigned is cognizant of the risk of posing questions in a reply in support of a
24 motion for summary judgment, but these questions are not posed for the purpose of exposing
25 contested issues of fact. Instead, they are posed to illustrate the absurdity of Weisers' new-
26 found legal theory mentioned for the first time in the Opposition. The reason for Weisers'
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1 attempt to establish a previously unmentioned contract is clear: Skarpelos is clearly entitled
2 to summary judgment if the July Contract is the controlling contract and Weisers had to think
3 of some other approach to create an issue of fact to avoid having summary judgment entered
4 against them. The problem is, based on the record in this case, Weisers' new-found legal
5 theory is simply incredible and it defies logic.
6

7 In at least one case the Nevada Supreme Court has rejected an affidavit when it raised
8 a legal issue for the first time in opposition to a motion for summary judgment. In the case of
9 *Bond v. Stardust, Inc.*, 82 Nev. 47, 410 p.2d 472 (1966) a special master, using a *quantum*
10 *meruit* analysis, found a subcontractor had overcharged a property owner for his services and
11 the subcontractor was owed nothing. Based on the special master's report the property owner
12 sought summary judgment. In opposition the subcontractor submitted an affidavit which, for
13 the first time in the case, asserted his contract with the property owner was based on a fixed
14 price. The trial court granted summary judgment. The Supreme Court affirmed. It said:
15

16 If there were an agreement between Bond and Stardust pursuant to which
17 Bond was to do the sheet metal work for a fixed price, the pleadings made no
18 mention of it. Nor was an effort made to amend the pleadings to show such
19 an agreement. The agreement was not offered to the court in any acceptable
20 manner. The conclusory statement of Bond contained in his affidavit in
opposition to the motion for summary judgment does not create an issue of
material fact.

21 *Id. at 50.*

22 The pleadings make no mention of a purported April contract. Weisers have not filed a
23 motion to amend the pleadings to include a claim based upon an April contract. In *Bonds* the
24 Court said "[t]he agreement was not offered to the court in any acceptable manner." In this
25 case the Livadas Declaration is even weaker. A careful reading of the Livadas Declaration
26 reveals that even Livadas does not connect the April 2013 deposit of funds that purportedly
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³ It is assumed the April deal was verbal because no written contract has been produced.

1 evidences an April contract to the July Contract. In Paragraph 13 of the Livadas Declaration
2 he states that Skarpelos sold 3,316,666 shares of Anavex Stock to Weiser Capital (Bahamas).
3 In Paragraph 15 he discusses the July Contract. He says "In June and July 2013, Skarpelos . . .
4 provided a sample agreement and then revised documentation regarding the sale of Anavex
5 Stock." **Nowhere in Paragraph 15 (or anywhere else in his Declaration) does Livadas**
6 **state the July Contract was a memorialization of the April transaction.**
7

8 For these reasons, Weisers, at this late date, cannot assert a new and unsupportable
9 legal theory to avoid summary judgment. The pleadings and the discovery in this case
10 address a July Contract with no mention ever of an April contract. And, as just indicated, even
11 the Livadas Declaration does not tie the purported April transaction to the July Contract.
12

13 **III. FOR WEISERS TO PREVAIL ON THEIR NEW LEGAL THEORY**
14 **THIS COURT WOULD HAVE TO IGNORE THE PAROL EVIDENCE RULE.**

15 The critical terms of the July Contract, price and payment, are clearly and
16 unambiguously stated in Sections 1.2 and 1.3 thereof. It is intellectually impossible to
17 interpret them in any way other than requiring Weisers to pay Skarpelos \$250,000 *in cash* at
18 *closing*. The Motion recited numerous responses by Weisers to Skarpelos' Requests for
19 Admission in which they *admit* they never paid Skarpelos \$250,000 after September 30, 2013.
20 *See, Motion, p. 8, ¶ 14.* Furthermore, nowhere in their Opposition or the Livadas Declaration
21 do the Weisers attempt to argue they paid Skarpelos \$250,000 on or after September 30, 2013
22 (or any time after the date of the July Contract).
23

24 The questions posed in Section II, above, are good examples of why the parol
25 evidence rule exists. Skarpelos is entitled to summary judgment based upon the clear and
26 unambiguous terms of the July Contract and the evidence he presented in support of his
27 Motion. Weisers, aware of the tenuous nature of their pleaded claims, attempt to avoid defeat
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1 by fabricating an entirely new and incredible legal theory. They clearly want the Court to
2 ignore the parol evidence rule in the process. The Court should decline their invitation.

3
4 The parol evidence rule “forbids the reception of evidence which would vary or
5 contradict the original contract, since all prior negotiations and agreements are deemed to
6 have been merged therein.” *Daly v. Del E. Webb Corp.*, 96 Nev. 359, 609 P.2d 319 (1980)
7 (citing *Schieve v. Warren*, 87 Nev. 42, 482 P.2d 303 (1971); *Tallman v. First Nat’l Bank*, 66
8 Nev. 248, 208 P.2d 302 (1949)). Under the rule, the original “instrument must be treated as
9 containing the whole contract, and parol proof is not admissible to alter its terms” *Daly*,
10 96 Nev. at 361-62, 609 P.2d at 320 (quoting *Gage v. Phillips*, 21 Nev. 150, 153, 26 P. 60
11 (1891)). The parol evidence rule essentially “precludes the admission of extrinsic evidence
12 that would change the contract terms when the terms of a written agreement are clear,
13 definite, and unambiguous.” *In re Cay Clubs*, ___ Nev. ___, 340 P.3d 563 (2014) (citing
14 *Ringle v. Bruton*, 120 Nev. 82, 91, 86 P.3d 1032, 1037 (2004)).
15

16 The Opposition argues California law applies in this case. *See, Opposition*, p. 6, *ln.*
17 18. California law really does not differ from Nevada’s. “The purpose of the [parol
18 evidence] rule [in California] is to ensure that the parties’ final understanding, deliberately
19 expressed in writing, is not subject to change.” *Riverisland Cold Storage v. Fresno-Madera*
20 *Prod. Credit Ass’n*, 55 Cal. 4th 1169, 291 P.3d 316 (Cal. 2013). The rule “determines the
21 enforceable and incontrovertible terms of an integrated written agreement.” *Id.* If a writing is
22 integrated (a complete and final expression of the parties’ agreement) then extrinsic evidence
23 is only admissible via the parol evidence rule if it is relevant to prove a meaning to which the
24 language of the instrument is reasonably susceptible. *Hayter Trucking v. Shell Wester E&P*,
25 18 Cal. App. 4th 1, 22 Cal. Rptr. 2d 229 (Cal. Ct. App. 1993). In this case there is no question
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1 the July Contract was an integrated writing; the July Contract specifically says so. *Ex. 2, ¶*
2 *4.1.*

3
4 It is acknowledged that if a contract's terms are ambiguous a court may consider parol
5 evidence relating to the ambiguity. First, however, an ambiguity must exist. Weisers cite
6 *SDR Capital Mgmt., Inc. v. Am. Int'l Specialty Ins. Co., 320 F. Supp. 2d 1043, 1046 (S.D.*
7 *Cal. 2004)* for the proposition that "A contract provision is considered ambiguous when the
8 provision is susceptible to more than one reasonable interpretation." Skarpelos does not
9 contest the proposition. The Opposition, however, doesn't even attempt to explain how the
10 price and payment terms of the July Contract are ambiguous. Instead, it simply states "But
11 Skarpelos misconstrues the nature of the [July Contract]. It was meant to memorialize the
12 April 2013 transaction, which the parties had already performed." *See, Opposition, p. 6, lns.*
13 *23-25.* This statement doesn't come close to establishing any ambiguity in the terms of the
14 July Contract. The only evidence regarding the purported April contract is the Livadas
15 Declaration and **it does not say** the July Contract was a memorialization of an April deal. In
16 any event, Weisers are saying, in effect, "the April terms were the real contract terms and they
17 will explain why the July Contract is ambiguous." This approach turns the parol evidence
18 rule on its head. Before parol evidence may be considered, an ambiguity must be found to
19 exist and the extrinsic evidence cannot be used to create the ambiguity.

20
21
22 The price and payment terms of the July Contract are indisputably clear and unambiguous.
23 Given this fact, the Court cannot consider the parol evidence offered by Weisers in support of
24 their new found legal theory.

25
26 **IV. THE LIVADAS DECLARATION IS PROCEDURALLY DEFECTIVE.**

27 NRCP 56(e) provides that, among other things, affidavits in support of or in
28 opposition to a motion for summary judgment must "set forth such facts as would be

1 admissible in evidence.” DCR 13 (5) provides that “Affidavits shall contain only factual,
2 evidentiary matters. . . . Affidavits substantially defective in these respects may be stricken . .
3 . .” The Nevada Supreme Court has repeatedly found that affidavits that do not meet the
4 “such facts as would be admissible in evidence” standard cannot be used to support or oppose
5 a motion for summary judgment. *See, e. g. Bond v. Stardust, Inc.*, 82 Nev. 47, 410 p.2d 472
6 (1966), *Catrone v. 105 Casino Corp.*, 82 Nev. 166, 414 P.2d 106 (1966) and *Daugherty v.*
7 *Wabash Life Ins. Co.*, 87 Nev. 32, 482 P.2d 814.
8

9 The Livadas Declaration is defective for two very simple reasons. First, the
10 transaction at issue occurred in July 2013. Livadas clearly states he did not acquire Weiser
11 until December 2014. Nowhere in his Declaration does Livadas indicate that he was
12 employed by Weiser prior to December 2014 or that he had participated in any manner in
13 Weiser’s record keeping activities. He is far from a custodian of records who could testify as
14 to Weisers’ recording keeping in July 2013. Second, he says his Declaration is based, in part,
15 on “information transmitted by persons with knowledge of the facts.” *Livadas Declaration*, p.
16 1, ln. 28 through p. 2, ln. 1. While some statements in the Livadas Declaration reflect a
17 personal knowledge of the facts stated, they all do not. All other statements are hearsay and
18 inadmissible as evidence.
19
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21 V. OTHER MISCELLANEOUS ISSUES.

22 a. The Court Should Not Deny the Motion on the Basis of NRC
23 56(f). Weisers claim they need more discovery to obtain evidence sufficient to defeat the
24 Motion. This argument is problematic for two reasons. First, as of the date of filing this
25 Reply, the case has been pending for two days shy of two years. Weisers have had more than
26 ample time to conduct discovery. Second, it is clear the discovery Weisers want to conduct is
27 the discovery necessary to try to prove their new- found legal theory. The Motion is based
28

1 upon the pleadings in this case, the documents produced by Weisers in discovery and the
2 admissions contained in their responses to Skarpelos' requests for admissions. The Motion
3 can be decided on the record in this case and Weiser should not be allowed to delay the
4 inevitable by claiming they need more discovery to prove a previously un-asserted legal
5 theory.
6

7 **b. Weisers' Claim to \$254,464.64 is not a Claim That Has Been**
8 **Asserted in this Matter and Cannot Now be Used to Defeat the Motion.** In Section IV (B)
9 of the Opposition Weisers argue they are entitled to damages against Skarpelos because of his
10 withdrawals from his brokerage account and they have the right to foreclose their liens against
11 Skarpelos' Anavex stock. Once again, these claims have not been pled and are not before this
12 Court. This is a simple contract case: In July Weiser agreed to buy the Disputed Stock, but
13 by their own admissions they did not pay Skarpelos \$250,000 on or after September 30, 2013
14 (or any time after the July Contract was executed). All other claims are irrelevant to the
15 contract issue and cannot be used to defeat Skarpelos' Motion based on Weiser's contract
16 pleaded contract claim.
17

18 **c. Weiser Has Absolutely no Claim to the Disputed Stock.** In the
19 Motion Skarpelos purposely made a distinction between Weiser and Bahamas. The reason
20 for the distinction was discussed in Section C (4) of the Motion. Skarpelos argued Weiser is
21 entitled to no relief in this case because it is not a party to the July Contract. The July
22 Contract (*Ex. 2*) was signed on behalf of Bahamas, not Weiser. The Opposition did not
23 address this issue at all. Regardless of what the Court may decide regarding the Motion as it
24 relates to Bahamas' claims, it must grant summary judgment in favor of Skarpelos and
25 against Weiser because Weisers did not contest this issue.
26
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1 **VI. CONCLUSION.**

2 For the reasons set forth above and in the Motion, it is respectfully requested that this
3 Court grant the Motion and enter summary judgment in favor of Skarpelos on: (a) NATCO's
4 first Claim for Relief; (b) his Cross-Claim against Weisers; and (c) Weisers' First, Second
5 and Third Claims against Skarpelos.
6

7 DATED this 27th day of April, 2018.

8 WOODBURN AND WEDGE

9
10 By 

11 John F. Murtha, Esq.
12 W. Chris Wicker, Esq.
13 Attorneys for Defendant/
14 Cross-Claimant
15 Athanasios Skarpelos
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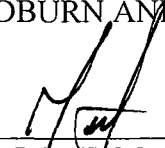
AFFIRMATION
(NRS 239B.030)

The undersigned does hereby affirm that the above-entitled document filed in this matter does not contain the social security number of any person whomsoever.

DATED this 27th day of April, 2018.

WOODBURN AND WEDGE

By



John F. Murtha, Esq.
W. Chris Wicker, Esq.
Attorneys for Defendant/
Cross-Claimant

1
2
3 **CERTIFICATE OF SERVICE**

4 I certify that I am an employee of the law firm of Woodburn and Wedge, and that on
5 the 27 day of April, 2018, I caused the foregoing document to be delivered to the parties
6 entitled to notice in this action by:

7 _____ placing a true copy thereof in a sealed, stamped envelope with the
8 United States Postal Service at Reno, Nevada

9 _____ personal delivery

10 _____ email

11 ✓ _____ electronic filing

12 _____ Federal Express or other overnight delivery

13 as follows:

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16 Salt Lake City, Utah 84101

17 Clay P. Brust, Esq.
18 Robison, Sharp, Sullivan & Brust
19 71 Washington St.
20 Reno, NV 89503

21 Jeremy J. Nork, Esq.
22 Frank Z. LaForge, Esq.
23 Holland & Hart LLP
24 5441 Kietzke Lane, 2nd Flr.
25 Reno, Nevada 89511

26
27
28 *Denise Sorcaru*

1 **Code: 1030**

2 JOHN F. MURTHA, ESQ.

3 **Nevada Bar No. 835**

4 W. CHRIS WICKER, ESQ.

5 **Nevada Bar No. 1037**

6 WOODBURN AND WEDGE

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8 6100 Neil Road, Ste. 500

9 P.O. Box 2311

10 Reno, Nevada 89505

11 Telephone : (775) 688-3000

12 jmurtha@woodburnandwedge.com

13 cwicker@woodburnandwedge.com

14 Attorneys for Defendant/Cross-Claimant

15 Athanasios Skarpelos

16 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

17 IN AND FOR THE COUNTY OF WASHOE

18 ***

19 NEVADA AGENCY AND TRANSFER
20 COMPANY, a Nevada corporation,

Case No. CV15-02259
Dept. No. 10

21 Plaintiff,

22 vs.

**AFFIDAVIT OF JOHN F. MURTHA
IN SUPPORT OF
ATHANASIOS SKARPELOS'
REPLY IN SUPPORT OF
MOTION FOR
SUMMARY JUDGMENT**

23 WEISER ASSET MANAGEMENT, LTD.,
24 a Bahamas company; WEISER (BAHAMAS)
25 LTD., a Bahamas company; ATHANASIOS
26 SKARPELOS, an individual; and

27 DOES 1-10,

28 Defendants.

AND RELATED CROSS-CLAIMS

STATE OF NEVADA)
)ss
COUNTY OF WASHOE)

JA0597

1
2 I, John F. Murtha, declare and state as follows:

3 1. I am one of the attorneys for Anthanasios Skarpelos ("Skarpelos"), a
4 Defendant, Cross-Claimant and Cross-Defendant in this matter.

5 2. I am over the age of 18 years and I have personal knowledge of the matters
6 stated herein.

7
8 3. I am submitting this Affidavit in support of Skarpelos' Reply in Support of
9 Motion for Summary Judgment ("Reply") being filed contemporaneously herewith. This
10 Affidavit is not being submitted for the purpose of delay.

11 4. On March 12, 2018, Skarpelos filed a Motion for Summary Judgment
12 ("Motion") as to all claims asserted in the pleadings in this case.

13 5. Defendants, Cross-Claimants and Cross-Defendants Weiser Asset
14 Management, Ltd, ("Weiser") and Weiser (Bahamas), Ltd. ("Bahamas") (collectively
15 "Weisers") filed an opposition to the Motion on April 12, 2018 ("Opposition"). Therein,
16 they assert that the parties' July 2013 Contract upon which Weisers' claims to the Disputed
17 Stock are based "was meant to memorialize the April 2013 transaction, which the parties
18 had already performed." *Opposition, p. 6, lns. 14-15.*

19
20 6. The Reply argues that Weisers' "memorialization" argument had not been
21 pled by Weisers and had not been mentioned in any of Weisers' discovery responses.

22
23 7. In support of the Motion, Skarpelos submitted the following discovery
24 responses provided by Weiser during discovery in this case:

25

| EXHIBIT # | DESCRIPTION OF EXHIBITS |
|-----------|--|
| 26 5 | Defendant/Cross-Claimant Weiser Asset Management, 27 Ltd.'s Answers to Cross-Claimant Athanasios Skarpelos' First Set of Interrogatories |

28

| EXHIBIT # | DESCRIPTION OF EXHIBITS |
|-----------|---|
| 8 | Responses to Athanasios Skarpelos' First Requests For Admission to Weiser Asset Management Ltd. and Weiser (Bahamas) Ltd. |

8. Skarpelos served only one set of interrogatories and one request for admissions on Weisers and their responses have been submitted as Exhibits 5 and 8. Other than requests for the production of documents and Weisers' responses thereto, there are no other discovery responses from Weiser to submit to the Court for consideration.

9. Given that the claimed April 2013 transaction referenced by the Weisers appears to have been a verbal transaction (no written contract has been submitted), it is not necessary to submit all of the documents that have been produced to the Court for its review and consideration.

10. I have reviewed ALL of Weisers' answers to interrogatories and responses to requests for admission and nowhere in those responses do they indicate, in any manner, that the July Contract was a memorialization of another transaction that took place in April 2013.

11. In Request for Admission 6, Skarpelos requested that Weiser admit that its: claim of ownership of the Stock is based upon a purported Stock Sale and Transfer Agreement dated July 5, 2013, wherein Skarpelos was the seller and Weiser Ltd was the buyer ("Purported Contract"), a copy of which is attached hereto as **Exhibit 1**.

12. The "Purported Contract" is the same contract as Exhibit 2 in support of the Motion.

13. In response, Weisers neither admitted nor denied the request. Instead, they raised numerous objections including the objection that "Weiser objects to the extent that this request presumes that Weiser's claim is based on a single legal theory." No other legal theory was identified nor was there any indication the July Contract was a memorialization of an April 2013 transaction is made.

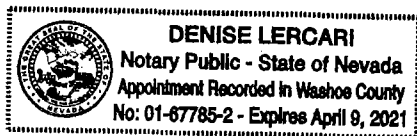
14. Requests similar to Request for Admission No. 6 were also made regarding Bahamas and the first, second and third cross-claims for relief. In each instance Weisers neither admitted nor denied the requests and they objected on the ground the request presumes Weisers' claims were based on a single legal theory. As with their Response to Request No. 6, Weisers did not identify any other legal theory in support of their claims and, again, there was no indication the July Contract was a memorialization of an April 2013 transaction. *See, Weisers' Responses to Requests No. 8, 12, 13 and 14, Ex. 8.*

DATED this 27th day of April, 2018.

John F. Murtha

SUBSCRIBED and SWORN to before
me this 27 day of April, 2018.

Notary Public




AFFIRMATION
(NRS 239B.030)

The undersigned does hereby affirm that the above-entitled document filed in this matter does not contain the social security number of any person whomsoever.

DATED this 27th day of April, 2018.

WOODBURN AND WEDGE

By



John F. Murtha, Esq.
W. Chris Wicker, Esq.
Attorneys for Defendant/
Cross-Claimant

CERTIFICATE OF SERVICE

I certify that I am an employee of the law firm of Woodburn and Wedge, and that on the 27 day of April, 2018, I caused the foregoing document to be delivered to the parties entitled to notice in this action by:

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Reno, Nevada 89511

Derrise Sorcari

1 **Code: 3795**

2 **JOHN F. MURTHA, ESQ.**

3 **Nevada Bar No. 835**

4 **W. CHRIS WICKER, ESQ.**

5 **Nevada Bar No. 1037**

6 **WOODBURN AND WEDGE**

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11 Telephone : (775) 688-3000

12 jmurtha@woodburnandwedge.com

13 cwicker@woodburnandwedge.com

14 Attorneys for Defendant/Cross-Claimant/Cross-Defendant Athanasios Skarpelos

15 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

16 IN AND FOR THE COUNTY OF WASHOE

17 ***

18 NEVADA AGENCY AND TRANSFER
19 COMPANY, a Nevada corporation,

Case No. CV15-02259
Dept. No. 10

20 Plaintiff,

ATHANASIOS SKARPELOS'
REPLY IN SUPPORT OF
MOTION IN LIMINE

21 vs.

22 WEISER ASSET MANAGEMENT, LTD.,
23 a Bahamas company; WEISER (BAHAMAS)
24 LTD., a Bahamas company; ATHANASIOS
25 SKARPELOS, an individual; and
26 DOES 1-10,

27 Defendants.

28 AND RELATED CROSS-CLAIMS

Athanasios Skarpelos ("Skarpelos"), By and through his attorneys, Woodburn and Wedge, hereby presents his Reply in support of his Motion in Limine ("Motion") filed herein on March 21, 2018, as follows:

JA0603

1 **1. INTRODUCTION.**

2 Skarpelos and Weiser Asset Management, Ltd. and Weiser ("Bahamas"), Ltd.
3
4 (collectively "Weisers") each claim to be the rightful owner of 3,316,666 shares of Anavex
5 stock (the "Disputed Stock"). More specifically, the ultimate issue to be decided in this case
6 is whether Weisers actually purchased and actually paid Skarpelos for the Disputed Stock.

7 During discovery, the ONLY document Weisers produced in response to requests to
8 provide proof of payment to Skarpelos was an account statement for an account Skarpelos
9 had with Weisers for the period between February 1, 2013, and December 31, 2013
10 ("Account Statement"). *See, Exhibit 2 to Motion.* The Account Statement indicates that as
11 of February 1, 2013, the account had a negative \$140,000 balance. Weisers claim this is
12 part of the consideration they paid for the Disputed Stock.
13

14 On March 12, 2013, Skarpelos filed a Motion for Summary Judgment in this case
15 supported by his affidavit also filed herein on March 12, 2013. In his affidavit Skarpelos
16 denies having ever received any payments or distributions from Weisers that could have
17 resulted in the \$140,000 negative balance or any of the other distributions allegedly made by
18 Weiser as reflected in the Account Statement.
19

20 Despite numerous attempts by Skarpelos during discovery in this case to obtain any
21 documents evidencing Weiser's payments to Skarpelos (prior account statements, proof of
22 payment, cancelled checks, proof of wire transfers, etc.), all as outlined in the Motion,
23 Weisers have not produced a single piece of paper to prove the payments they claim to have
24 made to Skarpelos were ever actually made.
25

26 By his Motion, Skarpelos sought an order in limine:

27 precluding Weisers from submitting any evidence at trial that purports to
28 prove they paid the Purchase Price to Skarpelos other than the Account
 Statement. . . . Furthermore, this Court should enter an order in limine that

1 precludes Weiser from offering any oral testimony for the purpose of proving
2 Weisers paid the Purchase Price.

3 **2. WEISERS' OPPOSITION.**

4 Weisers filed their opposition to the Motion on April 12, 2018 ("Opposition"). The
5 Opposition does not challenge Skarpelos' assertion that the only document produced in
6 support of Weisers' claim they paid the purchase consideration to Skarpelos was the
7 Account Statement. The Opposition says:

8
9 Weiser will not rely on any new, responsive documents proving the
10 purchase price for the Anavex stock that were in its possession or control and
11 could have reasonably been produced before the discovery cutoff on February
12 9, 2018. But Skarpelos cannot preclude it from relying on testimonial
evidence, documents produced by Skarpelos and his agents, and any new
evidence arising out of the parties' upcoming depositions.

13 **3. SKARPELOS' REPLY.**

14 The compromise offered by Weisers, given the fact the parties have not yet taken
15 Skarpelos' and Weisers' depositions or the depositions of their agents, is a reasonable
16 compromise.

17 **4. CONCLUSION.**

18
19 For the reasons set forth in the pleadings related to the Motion, the Court should
20 enter an order in limine that says:

21 Weiser Asset Management, Ltd. and Weiser (Bahamas), Ltd. are
22 precluded from submitting any documentary evidence at trial in this case for
23 the purpose of proving they paid \$250,000 to Skarpelos for 3,316,666 shares of
Anavex Life Sciences, Inc. Stock except the following:

- 24 1. That certain Account Statement for the period
25 commencing February 1, 2013, and ending on December
26 31, 2013, produced during discovery in this case and
bearing BATES NOS. WEISER000378-380; and
27 2. Any documents obtained from Anthanasios Skarpelos or
28 anyone who is proven to be an agent of his in connection
with their depositions in this matter.

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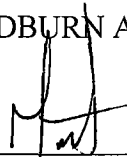
AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the above-entitled document filed in this matter does not contain the social security number of any person whomsoever.

DATED this 27th day of April, 2018.

WOODBURN AND WEDGE

By



John F. Murtha, Esq.
W. Chris Wicker, Esq.
Attorneys for Defendant/
Cross-Claimant/Cross-Defendant
Athanasios Skarpelos

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Via ECF

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Reno, Nevada 89511

Dennis Sorcari

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

NEVADA AGENCY AND TRANSFER
COMPANY, a Nevada corporation,

Plaintiff,

vs.

Case No. CV15-02259
Dept. No. 10

WEISER ASSET MANAGEMENT, LTD.,
a Bahamas company; WEISER (BAHAMAS)
LTD., a Bahamas company, ATHANASIOS
SKARPELOS, an individual; and DOES
1-10,

Defendants,

AND ALL RELATED ACTIONS

ORDER

Presently before the Court is ATHANASIOS SKARPELOS' MOTION FOR SUMMARY
JUDGMENT ("the Motion") filed by Defendant/Cross-Claimant/Cross-Defendant ATHANASIOS
SKARPELOS ("Skarpelos") on March 12, 2018. Skarpelos separately filed the AFFIDAVIT OF
JOHN F. MURTHA IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ("the Murtha
Affidavit") and the AFFIDAVIT OF ATHANASIOS SKARPELOS IN SUPPORT OF MOTION
FOR SUMMARY JUDGMENT ("the Skarpelos Affidavit") on March 12, 2018.

1 Defendants/Cross-Claimants/Cross-Defendants WEISER ASSET MANAGEMENT, LTD.
2 (“WAM”) and WEISER (BAHAMAS) LTD. (“Bahamas”) (collectively “Weiser”) filed
3 WEISER’S OPPOSITION TO SKARPELOS’S MOTION FOR SUMMARY JUDGMENT (“the
4 Opposition”) on April 12, 2018. Skarpelos filed ATHANASIOS SKARPELOS’ REPLY IN
5 SUPPORT OF MOTION FOR SUMMARY JUDGMENT (“the Reply”) and the AFFIDAVIT OF
6 JOHN F. MURTHA IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT (“the Second
7 Murtha Affidavit”) on April 27, 2018, and contemporaneously submitted the matter for the Court’s
8 consideration.
9
10

11 This matter originated as an interpleader action. NEVADA AGENCY AND TRANSFER
12 COMPANY (“NATCO”) filed the COMPLAINT (“the Complaint”) on November 18, 2015.
13 NATCO filed the AMENDED COMPLAINT (“the Amended Complaint”) by stipulation of the
14 parties on April 29, 2016. NATCO is the stock transfer agent and registrar for Anavex Life
15 Sciences Corp. (“Anavex”), a Nevada corporation. The Amended Complaint, 3:12-13. At issue is
16 a dispute between Skarpelos and Weiser as to the ownership of 3,316,666 shares of common stock
17 of Anavex (“the Disputed Shares”). At the time the dispute arose, Skarpelos was the sole officer
18 and director of Anavex. The Amended Complaint, 4:5-6. The Opposition alleges Skarpelos
19 deposited two stock certificates representing the Disputed Shares (“the Original Stock Certificates”)
20 as collateral for a brokerage account with WAM (“Skarpelos’ WAM Account”) in 2011. The
21 Opposition, 2:2-3. Skarpelos allegedly sought replacement certificates from NATCO in March
22 2013, claiming the Original Stock Certificates had been lost. The Opposition, 3:19-24. A short
23 time later, Skarpelos allegedly agreed to sell the Disputed Shares to Weiser for \$250,000.00. The
24 Opposition, 4:10-12. The Opposition claims Weiser deposited payment for the Disputed Shares
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1 into Skarpelos' WAM Account on April 2, 2013, and thereafter Skarpelos withdrew the balance on
2 the account. The Opposition, 4:12-15. The Motion avers Weiser never paid Skarpelos for the
3 Disputed Shares. The Motion, 4:25-26.

4
5 Skarpelos filed the ANSWER TO AMENDED COMPLAINT AND CROSS-CLAIM ("the
6 Skarpelos Cross-Claim") on May 23, 2016. The Skarpelos Cross-Claim asserts a claim for
7 declaratory relief against Weiser. Weiser filed WEISER'S ANSWER AND CROSS-CLAIM ("the
8 Weiser Cross-Claim") on May 24, 2016. The Weiser Cross-Claim asserts three claims for relief
9 against Skarpelos: declaratory judgment; breach of contract; and breach of the covenant of good
10 faith and fair dealing. The Motion seeks summary judgment in Skarpelos' favor on all claims and
11 cross-claims in the action.
12

13 Pursuant to NRCP 56(b), a defendant may move at any time for summary judgment in its
14 favor "as to all or any part" of the claim, counter-claim, or cross claim. When it reviews a motion
15 for summary judgment, a court will consider the evidence, and any reasonable inferences drawn
16 from the evidence, in the light most favorable to the nonmoving party. *Wood v. Safeway*, 121 Nev.
17 724, 732, 121 P.3d 1026, 1031 (2005). If the party moving for summary judgment does not bear
18 the burden of persuasion at trial, the burden of production may be satisfied by "either (1) submitting
19 evidence that negates an essential element of the nonmoving party's claim, or (2) pointing out ...
20 that there is an absence of evidence to support the nonmoving party's case." *Cuzze v. Univ. &*
21 *Cnty. Coll. Sys. of Nevada*, 123 Nev. 598, 603, 172 P.3d 131, 134 (2007). The nonmoving party
22 must, "by affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine
23 issue for trial or have summary judgment entered against him." *Safeway*, 121 Nev. at 732, 121 P.3d
24 at 1031. Summary judgment is appropriate under NRCP 56 when the pleadings, depositions,
25 answers to interrogatories, admissions, and affidavits, if any, that are properly before the court
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1 demonstrate no genuine issue of material fact exists, and the moving party is entitled to judgment as
2 a matter of law. *Safeway*, 121 Nev. at 731, 121 P.3d at 1031. A factual dispute is material if it
3 “might affect the outcome of the suit under the governing law;” disputes that are “irrelevant or
4 unnecessary” are not material and will not preclude summary judgment. *Safeway*, 121 Nev. at 730,
5 121 P.3d at 1030 (quoting *Anderson v. Liberty Lobby*, 477 U.S. 242, 247-48, 106 S.Ct. 2505, 2509-
6 10 (1986)). “[T]he nonmoving party may not defeat a motion for summary judgment by relying ‘on
7 the gossamer threads of whimsy, speculation and conjecture.’” *Safeway*, 121 Nev. at 731, 121 P.3d
8 at 1030 (internal citation omitted).

9
10
11 In an order concerning summary judgment, a court “shall set forth the undisputed material
12 facts and legal determinations on which the court granted summary judgment.” NRCP 56(c). If a
13 court’s order does not dispose of the entire case, but instead sustains issues for trial, the order will
14 specify the facts that are disputed and those that are not disputed. NRCP 56(d).

15
16 The primary issues are: (1) whether there is a contract between Skarpelos and Weiser for the
17 sale of the Disputed Shares; and (2) if so, whether Weiser performed on the contract. The
18 resolution of these issues is determinative of all claims and cross-claims in this action. The Motion
19 focuses on the issue of Weiser’s performance and assumes (for purposes of the Motion only) a
20 contract exists. The Motion, 4:25-5:2. The Motion alleges even if there is a valid contract, Weiser
21 is not the rightful owner of the Disputed Shares because Weiser never paid Skarpelos. The Motion,
22 4:25-26. The Opposition claims Skarpelos sold the Disputed Shares to Weiser for \$250,000.00 in
23 April 2013, for which Weiser delivered \$249,580.00¹ into Skarpelos’ WAM Account on April 2,
24
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¹ The alleged purchase price of the Disputed Shares less a \$420.00 processing fee.

1 2013. The Opposition, 4:11-13. The Opposition alleges the contract, although performed upon in
2 April 2013, was not memorialized in writing and executed until July 2013. The Opposition, 4:23-
3 24.

4
5 A purported statement of Skarpelos' WAM Account activity ("the Account Statement") is
6 attached to the Motion as Exhibit 3. The Account Statement shows a credit for \$249,580.00 on
7 April 2, 2013, with the notation: "STOCK SALE ANAVEX LIFE SCIENCE CORP 3,316,666."
8 The Motion suggests summary judgment in Skarpelos' favor is appropriate because there is nothing
9 to evince a payment from Weiser to Skarpelos *after* September 30, 2013, the closing date listed on
10 the written contract. The Motion, 10:11-13; 14:10-12. The Motion posits the failure to pay
11 pursuant to the terms of the contract amounts to a breach precluding judgment in favor of Weiser.
12 The Motion, 15:1-5.

13
14 The Court finds the Account Statement creates a genuine issue of material fact. The Motion
15 seems to argue a payment made prior to the execution of the written contract cannot constitute
16 performance. The Motion denies Skarpelos ever received any payment at any time. The Account
17 Statement evinces a payment to Skarpelos from Weiser for the Disputed Stock. There is nothing
18 before the Court disproving the Account Statement's validity such that it should not be a
19 consideration in determining whether a genuine issue of fact exists. The Court cannot grant
20 summary judgment in Skarpelos' favor on the theory Weiser breached the contract by performing
21 prior to the closing date listed on the form contract.² The Account Statement comports with the
22 argument set forth by the Opposition that Skarpelos agreed to sell the Disputed Stock to Weiser,
23 and Weiser paid Skarpelos prior to the execution of a written contract memorializing the deal.
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² By the Motion's own admission, the closing date was not even listed on the contract at the time Skarpelos signed it.

1 The Reply contends summary judgment in Skarpelos' favor is appropriate notwithstanding
2 the fact issue raised by the Account Statement for the following reasons: (1) Weiser did not plead
3 its theory that the written contract was a memorialization of an earlier agreement; (2) the parole
4 evidence rule causes Weiser's claims to fail as a matter of law; and (3) statements made in the
5 DECLARATION OF CHRISTOS LIVADAS IN SUPPORT OF WEISER'S OPPOSITION TO
6 SKARPELOS'S (1) MOTION FOR SUMMARY JUDGMENT AND (2) MOTION IN LIMINE
7 ("the Livadas Declaration") are inadmissible and therefore fail to create triable issues of fact. Each
8 of these arguments is without merit.

11 First, Weiser was not required to plead its claims with the specificity suggested by the
12 Reply. Nevada is a notice-pleading jurisdiction. *Hay v. Hay*, 100 Nev. 196, 198, 678 P.2d 672, 674
13 (1984). The theory advanced by the Opposition is not inconsistent with the allegations of the
14 Weiser Cross-Claim. Further, the instant case is distinguishable from the case cited by the Reply to
15 support the proposition summary judgment cannot be defeated by relying on a new theory. In *Bond*
16 *v. Stardust, Inc.*, 82 Nev. 47, 50, 410 P.2d 472, 473 (1966), the Nevada Supreme Court rejected the
17 defendant's new argument raised for the first time in opposition to a motion for summary judgment
18 for two main reasons: (1) the new theory was raised after the lower court adopted findings made by
19 an appointed special master, and after the Court held a hearing overruling the defendant's
20 objections to those findings; and (2) the theory was supported only by a conclusory statement in an
21 affidavit. Here, there have been no findings of fact made or adopted by the Court which are
22 inconsistent with the theory advanced by the Opposition, and the theory is supported by more than a
23 conclusory statement. The theory is supported by the Account Statement which shows Weiser
24 made a payment to Skarpelos for the Disputed Stock.

1 Next, the Court does not find the parole evidence rule precludes judgment in favor of
2 Weiser as a matter of law. "The parole evidence rule forbids the reception of evidence which would
3 vary or contradict the contract, since all prior negotiations and agreements are deemed to have been
4 merged therein." *Daly v. Del E. Webb Corp.*, 96 Nev. 359, 361, 609 P.2d 319, 320 (1980). The
5 closing date listed on the contract is "September 30, 2013 *or such other date as the parties hereto*
6 *may agree....*" The Opposition, Exhibit 10 (within Exhibit A) (emphasis added). Extrinsic
7 evidence as to this term would not vary or contradict it because the term itself provides for the
8 potential of an alternative agreement by the parties. Finally, the Court need not address the Reply's
9 argument regarding the admissibility of statements made in the Livadas Declaration. The Account
10 Statement alone creates a genuine issue of material fact.
11

12
13 **IT IS ORDERED** ATHANASIOS SKARPELOS' MOTION FOR SUMMARY
14 JUDGMENT is hereby **DENIED**.

15 **DATED** this 21 day of June, 2018.

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18 ELLIOTT A. SATTLER
19 District Judge
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CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on this _____ day of June, 2018, I deposited in the County mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, a true copy of the attached document addressed to:

CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, in and for the County of Washoe; that on the 21 day of June, 2018, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

FRANK LAFORGE, ESQ.
JEREMY NORK, ESQ.
ALEXANDER WALKER III
CLAYTON BRUST, ESQ.
CHRIS WICKER, ESQ.
JOHN MURTHA, ESQ.


Sheila Mansfield
Judicial Assistant

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

NEVADA AGENCY AND TRANSFER
COMPANY, a Nevada corporation,

Plaintiff,

vs.

Case No. CV15-02259
Dept. No. 10

WEISER ASSET MANAGEMENT, LTD.,
a Bahamas company; WEISER (BAHAMAS)
LTD., a Bahamas company, ATHANASIOS
SKARPELOS, an individual; and DOES
1-10,

Defendants,

AND ALL RELATED ACTIONS

ORDER

Presently before the Court is ATHANASIOS SKARPELOS' MOTION IN LIMINE ("the Motion") filed by Defendant/Cross-Claimant/Cross-Defendant ATHANASIOS SKARPELOS ("Skarpelos") on March 21, 2018. Skarpelos separately filed the AFFIDAVIT OF JOHN F. MURTHA IN SUPPORT OF SKARPELOS' MOTION IN LIMINE ("the Murtha Affidavit") on March 21, 2018. Defendants/Cross-Claimants/Cross-Defendants WEISER ASSET MANAGEMENT, LTD. ("WAM") and WEISER (BAHAMAS) LTD. ("Bahamas") (collectively

1 “Weiser”) filed WEISER’S OPPOSITION TO SKARPELOS’S MOTION IN LIMINE (“the
2 Opposition”) on April 12, 2018. Skarpelos filed ATHANASIOS SKARPELOS’ REPLY IN
3 SUPPORT OF MOTION IN LIMINE (“the Reply”) on April 27, 2018. The Motion was submitted
4 for the Court’s consideration on May 22, 2018.
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6 This matter originated as an interpleader action. NEVADA AGENCY AND TRANSFER
7 COMPANY (“NATCO”) filed the COMPLAINT (“the Complaint”) on November 18, 2015.
8 NATCO filed the AMENDED COMPLAINT (“the Amended Complaint”) by stipulation of the
9 parties on April 29, 2016. NATCO is the stock transfer agent and registrar for Anavex Life
10 Sciences Corp. (“Anavex”), a Nevada corporation. The Amended Complaint, 3:12-13. At issue is
11 a dispute between Skarpelos and Weiser as to the ownership of 3,316,666 shares of common stock
12 of Anavex (“the Disputed Shares”). At the time the dispute arose, Skarpelos was the sole officer
13 and director of Anavex. The Amended Complaint, 4:5-6. The Opposition alleges Skarpelos
14 deposited two stock certificates representing the Disputed Shares (“the Original Stock Certificates”)
15 as collateral for a brokerage account with WAM (“Skarpelos’ WAM Account”) in 2011. The
16 Opposition, 1:22-23. Skarpelos allegedly sought replacement certificates from NATCO in March
17 2013, claiming the Original Stock Certificates had been lost. The Opposition, 4:5-7. A short time
18 later, Skarpelos allegedly agreed to sell the Disputed Shares to Weiser for \$250,000.00. The
19 Opposition, 4:24-26. The Opposition claims Weiser deposited payment for the Disputed Shares
20 into Skarpelos’ WAM Account on April 2, 2013, and thereafter Skarpelos withdrew the balance on
21 the account. The Opposition, 4:26-5:7.
22

23 Skarpelos filed the ANSWER TO AMENDED COMPLAINT AND CROSS-CLAIM (“the
24 Skarpelos Cross-Claim”) on May 23, 2016. The Skarpelos Cross-Claim asserts a claim for
25 declaratory relief against Weiser. Weiser filed WEISER’S ANSWER AND CROSS-CLAIM (“the
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1 Weiser Cross-Claim”) on May 24, 2016. The Weiser Cross-Claim asserts three claims for relief
2 against Skarpelos: declaratory judgment; breach of contract; and breach of the covenant of good
3 faith and fair dealing. The discovery deadline was extended from June 7, 2017, to February 9,
4 2018. STIPULATION AND ORDER TO VACATE EARLY PRETRIAL SCHEDULING
5 CONFERENCE AND TO SET SCHEDULING ORDER, entered April 21, 2017. The discovery
6 deadline for depositions only has been extended to December 14, 2018. ORDER ON THIRD
7 STIPULATION TO EXTEND DISCOVERY DEADLINE AS TO DEPOSITIONS ONLY, entered
8 May 4, 2018. The Motion seeks to exclude “any evidence, oral or documentary, at the trial in this
9 matter regarding [Weiser’s] payment [for the Disputed Shares] except to the extent of the
10 documentary evidence they produced in discovery prior to February 9, 2018.” The Motion, 3:13-
11 15. A bench trial is scheduled for January 28, 2019.

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14 A motion in limine is defined as “a pretrial request that certain inadmissible evidence not be
15 referred to or offered at trial.” Black’s Law Dictionary (9th ed. 2009). In this regard, motions in
16 limine request guidance from the Court concerning anticipated evidentiary issues. “[A] motion in
17 limine is an important tool available to the trial judge to ensure the expeditious and evenhanded
18 management of the trial proceedings.” *Jonasson v. Lutheran Child and Family Services*, 115 F.3d
19 436,440 (7th Cir. 1997). A motion in limine allows the parties to resolve evidentiary disputes
20 before trial and avoids potentially prejudicial evidence being presented in front of the jury, thereby
21 relieving the trial judge from the formidable task of neutralizing the taint of prejudicial evidence.
22 *Brodit v. Cambra*, 350 F.3d 985, 1004-05 (9th Cir. 2003).

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25 A court has broad discretion in determining the admissibility of evidence. *State v. Nevada*
26 *Aggregates & Asphalt Co.*, 92 Nev. 370, 376, 551 P.2d 1095, 1098 (1976). Due to their
27 anticipatory nature, rulings on motions in limine are “subject to change when the case unfolds,
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1 particularly if the actual testimony [or evidence] differs from what was contained,” in the pretrial
2 motion itself. *Luce v. United States*, 469 U.S. 38, 41, 105 S.Ct. 460, 463 (1984). To the extent a
3 motion in limine is granted, “such a ruling is without prejudice to offer proof during the course of
4 trial, in the jury’s absence, of those matters covered in the motion.” *Deveroux v. State*, 96 Nev.
5 388, 391, 610 P.2d 722, 724 (1980). If it appears from the particular circumstance that the
6 proposed evidence is “relevant, material and competent it may then be introduced, subject to
7 opposing counsel’s objections, as part of the record for the jury’s consideration.” *Id.* In limine
8 rulings are preliminary and therefore “are not binding on the trial judge [who] may always change
9 his mind during the course of a trial.” *Ohler v. United States*, 529 U.S. 753, 758 n. 3, 120 S.Ct.
10 1851 (2000). “Denial of a motion in limine does not necessarily mean that all evidence
11 contemplated by the motion will be admitted to trial. Denial merely means that without the context
12 of trial, the court is unable to determine whether the evidence in question should be excluded.” *Ind.*
13 *Ins. Co., v. Gen. Elec. Co.*, 326 F.Supp.2d 844, 846 (N.D. Ohio 2004). Motions in limine that
14 exclude broad categories of evidence are disfavored, and such issues are better dealt with during
15 trial as the admissibility of evidence arises. *Sperberg v. Goodyear Tire & Rubber, Co.*, 519 F.2d
16 708, 712 (6th Cir. 1975). Additionally, some evidentiary issues are not accurately and efficiently
17 evaluated by the trial judge in a motion in limine and it is necessary to defer ruling until during trial
18 when the trial judge can better estimate the impact of the evidence on the jury. *Jonasson*, 115 F.3d
19 at 440.

20 Although the Nevada Supreme Court has not expressly addressed this issue, the Ninth
21 Circuit has held that motions in limine for a bench trial are “superfluous” because the judge must
22 rule on the evidentiary motion and will therefore hear the evidence in so ruling. In *United States v.*
23 *Heller*, 551 F.3d 1108, 1111-12 (9th Cir. 2009), the Ninth Circuit held:

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2 The term “in limine” means “at the outset.” A motion in limine is a procedural
3 mechanism to limit in advance testimony or evidence in a particular area. In the case
4 of a jury trial, a court’s ruling “at the outset” gives counsel advance notice of the
5 scope of certain evidence so that admissibility is settled before attempted use of the
6 evidence before the jury. Because the judge rules on this evidentiary motion, in the
7 case of a bench trial, a threshold ruling is generally superfluous. It would be, in effect
8 . . . asking the judge to rule in advance on prejudicial evidence so that the judge could
not hear the evidence. For logistical and other reasons, pretrial evidentiary motions
may be appropriate in some cases. But here, once the case became a bench trial, any
need for an advance ruling evaporated.

9 (internal citations omitted). *See also Cramer v. Sabine Transp. Co.*, 141 F.Supp.2d 727, 733 (S.D.
10 Tex. 2001)(holding that motions in limine are unnecessary in a bench trial as the court can and does
11 readily exclude from its consideration inappropriate evidence of whatever ilk); *Beta Alpha Shelter*
12 *of Delta Tau Fraternity, Inc. v. Strain*, 446 N.E.2d 626, 629 (Ind. Ct. App. 1983)(holding that it is
13 error to grant a motion in limine in a bench trial because “motions in limine are designed to keep
14 prejudicial matter from the jury” and not the court); *Allison v. Comm’n for Lawyer Discipline*, 374
15 S.W.3d 520, 526 (Tex. App. 2012)(“Absent a jury, a motion in limine is irrelevant; therefore, a
16 motion in limine is improper in a bench trial.”). Under these general principles, the Court reviews
17 the Motion.
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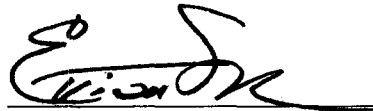
20 The Motion alleges the only evidence produced by Weiser to show payments made by
21 Weiser to Skarpelos is a purported statement of Skarpelos’ WAM Account activity from February
22 1, 2013, through December 31, 2013 (“the Account Statement”). The Motion, 10:7-9. The
23 Account Statement shows a credit for \$249,580.00 on April 2, 2013, with the notation: “STOCK
24 SALE ANAVEX LIFE SCIENCE CORP 3,316,666.” The Motion discusses the discovery requests
25 Skarpelos made to Weiser regarding payments made after September 30, 2013, for which Weiser
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1 allegedly produced nothing. The Motion argues Weiser “should not be permitted to sandbag during
2 discovery only to ambush Skarpepos at trial with what they will claim is ‘newly discovered
3 evidence.’” The Motion, 11:28-12:2.
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5 The Opposition stipulates, “Weiser will not rely on any new, responsive documents proving
6 the purchase price for the Anavex stock that were in its possession or control and could have
7 reasonably been produced before the discovery cutoff on February 9, 2018.” The Opposition, 8:14-
8 16. The Reply indicates the compromise offered by the Opposition is reasonable. The Reply, 3:14-
9 16. The Court finds this compromise reasonably allays any concern of “sandbagging.” If
10 evidentiary issues arise at trial, the parties may make contemporaneous objections.
11

12 **IT IS ORDERED** ATHANASIOS SKARPELOS’ MOTION IN LIMINE is hereby
13 **DENIED.**

14 **DATED** this 29 day of June, 2018.

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16 ELLIOTT A. SATTLER
17 District Judge
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JOHN F. MURTHA, ESQ.
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Attorneys for Defendant/Cross-Claimant
Athanasios Skarpelos

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

NEVADA AGENCY AND TRANSFER
COMPANY, a Nevada corporation,

Case No. CV15-02259
Dept. No. 10

Plaintiff,

vs.

WEISER ASSET MANAGEMENT, LTD.,
a Bahamas company; ATHANASIOS
SKARPELOS, an individual; and
DOES 1-10,

Defendants.

AND RELATED CROSS-CLAIMS

DEFENDANT/CROSS-CLAIMANT ATHANASIOS SKARPELOS'
PRETRIAL DISCLOSURES

Defendant/Cross-Claimant, Athanasios Skarpelos ("Skarpelos"), by and through his

attorneys of record, WOODBURN AND WEDGE, hereby submits the following as his
Pretrial Disclosures pursuant to NRCP 16.1(a)(3).

A. LIST OF WITNESSES PURSUANT TO NRCP 16.1(a)(3)(A):

1. Witnesses Skarpelos expects to present:

- a. Athanasios "Tom" Skarpelos
- b. Lambros Pedafronimos
- c. Alexander Walker III (NATCO)

2. Witnesses subpoenaed: None at this time.

3. Witnesses Skarpelos may call if the need arises:

- a. Christos Livadas

B. LIST OF WITNESSES PURSUANT TO NRCP 16.1(a)(3)(B): None.

C. LIST OF DOCUMENTS PURSUANT TO NRCP 16.1(a)(3)(C):

1. Documents Skarpelos expects to offer:

Description

| |
|---|
| WEISER000281—Anavex Life Sciences Corp. Share Certificate 0753 for 6,633,332 shares, previously disclosed |
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|---|
| WEISER000352-361—WAM New Account Opening Form |
|---|

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| WEISER000002—Letter dated October 30, 2015 from Montello Law Firm to NATCO |
|--|

2. Documents Skarpelos may offer if the need arises:

Description

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|---|
| WEISER000437-443—WAM Account Terms and Conditions |
|---|

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| WEISER000007—Letter dated November 12, 2015 from Bernard Pinsky, Esq., to Ernesto Alvarez, Esq. |
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The undersigned does hereby affirm that the preceding document does not contain the

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personal information of any person.

DATED: December 21, 2018. WOODBURN AND WEDGE

By /s/ Dane W. Anderson
John F. Murtha, Esq.
W. Chris Wicker, Esq.
Dane W. Anderson, Esq.

*Attorneys for Defendant/
Cross-Claimant
Athanasios Skarpelos*

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Attorneys for Defendant Weiser Asset Management, Ltd.

/s/ Dianne M. Kelling
Dianne M. Kelling, an employee of
Woodburn and Wedge

1 **2491**

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10 Attorneys for Defendants/Cross-claimants Weiser

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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

NEVADA AGENCY AND TRANSFER
COMPANY, a Nevada Corporation,

Plaintiff,

v.

WEISER ASSET MANAGEMENT, LTD., a
Bahamas company, WEISER (BAHAMAS)
LTD., a Bahamas company, ATHANASIOS
SKARPELOS, an individual, and DOES 1
through 10,

Defendants.

Case No. CV15 02259

Dept. No. 10

**DEFENDANTS/CROSS-CLAIMANTS
WEISER'S PRETRIAL DISCLOSURES**

Defendants/Cross-claimants (collectively, "Weiser"), by and through their undersigned
counsel of record, hereby submits the following as its Pretrial Disclosures pursuant to NRCP
16.1(a)(3):

A. LIST OF WITNESSES PURSUANT TO NRCP 16.1(a)(3)(A):

1. Witnesses Weiser expects to present:

a. Christos Livadas

2. Witnesses subpoenaed: None at this time.

- Alexander H. Walker
- Nick Boutsalis
- Elias Soursos
- Athanasios “Tom” Skarpelos
- Lambros Pedafronimos

1. Athanasios “Tom” Skarpelos (if not presented by Defendant/Cross-Claimant Athanasios Skarpelos (“Skarpelos”))
2. Lambros Pedafronimos (if not presented by Skarpelos)
3. Nikolaos Pedafronimos

Exhibits 1-59 marked in the depositions taken in this matter on October 23-24, 2018.

Documents Bates-stamped WEISER 1-473 not otherwise identified above.

The undersigned affirms that this document does not contain the social security of any person.

DATED this 31st day of December, 2018.

HOLLAND & HART LLP

By: /s/ Jeremy J. Nork
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Attorneys for Weiser

1 **CERTIFICATE OF SERVICE**

2 I, Jennifer L. Smith, certify:

3 I am employed in the City of Reno, County of Washoe, State of Nevada by the law
4 offices of Holland & Hart LLP. My business address is 5441 Kietzke Lane, Second Floor,
Reno, Nevada 89511. I am over the age of 18 years and not a party to this action.

5 On December 31, 2018, I electronically filed the foregoing **DEFENDANTS/CROSS-**
6 **CLAIMANTS WEISER'S PRETRIAL DISCLOSURES**, with the Clerk of the Second
Judicial District Court via the Court's e-Flex system. Service will be made by e-Flex on all
7 registered participants:

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10 Alexander H. Walker III, Esq.
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16
17 /s/ Jennifer L. Smith
18 Jennifer L. Smith
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