EXHIBIT" B "

Cost Saving Measures

	Estimated Monthly Savings	One Times Savings / Rebates
Vineyard Homes		
Discontinued home building operations:		
Ceased rental of site trailer & associated utilities, phones, etc.	$ 5,755	
Non-renewal of Construction Insurance	$ 865	
Staff Reductions		
Construction Manager	$ 11,200	
Safety Officer	$ 5,200	
Site Staff - Labourers	$ 7,600	
	$ 30,620	**$ -**
Golf Club		
Staff Reductions		
Office Manager, Mechanic, Chef, 2nd Assist. Super.	$ 21,800	
Return of Generic Products		$ 25,000
Menu Reduction / Waste Reduction		$ 5,000
Returned of Anciliary Items - phones, etc.		$ 5,000
Self Service of Machinery		$ 3,000
Contracted out Permanent Staff for winter services to BVSL	$ 3,500	
Management of BVSL	$ 1,800	
	$ 27,100	**$ 38,000**
OHDC		
Moved head office to Discovery Centre - terminated lease	$ 12,800	
Returned leased equipment from HO	$ 1,500	
Staff Reductions		
HO: CFO, Site Dev. Mgr, HR Mgr, Receptionist, Acct Clerk	$ 35,590	
DC: Sales Mgr, Receptionist, Marketing Assts, Sales Associate	$ 19,100	
Terminated On-Site Security	$ 3,000	
Restricted Promotion, Employee Training, Travel	$ 2,000	
Eliminiated Mgmt Fees	$ 20,000	
Advertising	$ 45,000	
	$ 138,990	**$ -**
Combined Cost Saving Measures	**$ 196,710**	**$ 38,000**

EXHIBIT" C "

PENCOR

January 19, 2009

PRIVATE AND CONFIDENTIAL

Okanagan Hills Development Corporation
C/o Fraser Milner Casgrain
15th Floor,
1040 West Georgia Street
Vancouver BC
V6E 4H8

Attention: Mr. John R. Sandrelli

Dear Sirs,

Re: Debtor in Possession ("DIP") Loan – Okanagan Hills Development Corporation

This facility letter has been provided pursuant to the Companies Creditor Arrangement Act (the 'CCAA") in the Supreme Court of British Columbia in the matter of Okanagan Hills Development Corporation et al (The Rise), Matter S088739. The security that was granted to secure obligations of the Borrower, as hereinafter defined, shall also secure the obligations, liability, and indebtedness of the Borrower under this facility letter

On the basis of the information and documentation provided by yourselves to us in connection with the above, we are pleased to provide the following loan transaction outline for your review, on behalf of Pencor Capital Corp. (the "**Lender**").

LOAN: Up to $2,500,000 (the "**Loan**") on the following terms and conditions; $500,000 on closing and a maximum of four (4) additional draws of not less than $500,000 per draw with 5 business days notice required for each draw once the draw request is made with the consent of Abakhan & Associates Inc ("the Monitor").

BORROWER: The following (the "**Borrower**") will borrow the monies representing the Loan on a joint and several unlimited recourse basis:

- Okanagan Hills Development Corporation
- Y-K Projects Ltd.

#518 – 1177 WEST HASTINGS STREET, VANCOUVER, BRITISH COLUMBIA V6E 2K3 CANADA
TEL: (604) 688-9633 FAX: (604) 669-0216

D/DXK/660715.1

- The Golf Club at The Rise Ltd.
- Vineyard Homes at The Rise Ltd.

LENDER: Robert Lee Ltd.

PURPOSE OF LOAN: The Rise, in consultation with the Monitor has determined that up to $2.5 million is necessary as working capital to maintain the golf course and short term operating costs with respect to the overall Rise development in order to continue operation during the next 12 months during the course of the CCAA Proceedings.

The Lender hereby agrees to provide a loan of up to $2.5 million to the DIP on the following terms and conditions.

TERM: The term of the Loan (the "**Term**") will be for a period of Twelve (12) months calculated from the date of the first advance is made on account of the Loan (the " **Advance Date**"), unless sooner determined due to an event of default.

INTEREST RATE: 12% per annum

Interest will be calculated monthly not in advance on the outstanding daily balance of the Loan, as well after as before maturity, default and judgment and on overdue interest.

INTEREST PAYMENTS: Interest calculated as aforesaid will be paid monthly not in advance of the first day of each month, commencing on the first day of the month immediately following the month during which Advance Date occurs.

Interest payments will be deducted from the Interest Reserve Account which will be deducted from each advance covering the amount being drawn. Provided the Loan is in good standing, interest payments may be drawn from the Interest Reserve Account established as part of the Loan.

COMMITMENT FEE: $75,000

REPAYMENT OF LOAN AMOUNT: The Loan, interest and all other monies from time to time owing to the Lender in connection with the Loan (collectively the "**Loan Amount**")/ Loan Amount will be repaid in full on the last day of the Term (the "**Maturity Date**"), unless sooner determined due to an event of default.

PREPAYMENT: The Borrower will be entitled to prepay the Loan Amount prior to the expiration of the Term, in whole and without bonus or penalty upon 30 days prior written notice.

MINIMUM INTEREST: The Lender will be entitled to receive minimum interest of $200,000 ("**Minimum Interest**"). If at the time of the repayment of the Loan in full the interest then paid to the Lender on account of the Loan is less than the Minimum Interest, then, in addition to all other monies then due and owing to the Lender, the Borrower will then pay the Lender the difference between Minimum Interest and the amount of interest actually paid to that date.

ADVANCE OF FUNDS: Subject to satisfaction or waiver of applicable conditions precedent, it is contemplated that Loan will be advanced as follows:

Initial Advance:

$500,000 will be advanced from which will be deducted the Commitment Fee, legal fees/disbursements and the Interest Reserve amount covering the amount of the first advance.

Subsequent Advances:

Upon approval by the Lender and consent of the Monitor, additional advances of at least $500,000 will be provided with 5 business days notice. From each subsequent advance sufficient funds shall be deducted by the lender, based on the amount to be advanced, and retained in the Interest Reserve Account.

LOAN DOCUMENTS: The Loan will be evidenced, secured or evidenced and secured by the following documents (the "**Loan Documents**") to be given by or on behalf of the DIP (or others, as applicable) and each Loan Document must be satisfactory in form and substance to the Lender and its solicitors:

1. the Commitment Letter as defined below;
2. Court ordered first charge on the existing 18 hole golf course know as "The Golf Course at The Rise", and all lands & improvements contained within The Rise Development located in Vernon BC and subject to 1) the Administrative Charge not exceeding $300,000 and 2) the Directors Charge not exceeding $75,000. Advances to a maximum of $1,000,000 will be secured by a first charge against the development property and a second charge against the golf course.

3. a general security agreement;

4. a general assignment of all insurance obtained and maintained by you in respect of the Lands confirming the Lender as a named insured and first loss payee;

5. an assignment of any monies to be deposited by you as an Interest Reserve Account;

6. an environmental indemnity agreement in respect of the Lands;

7. such other security that the Lender may reasonably require in the circumstances.

CONDITIONS PRECEDENT TO FUNDING:

Prior to the advance on account of the Loan, the Lender must have received and approved (or waived in writing the receipt and approval of) the following, each of which must be satisfactory solely to the Lender in all respects, namely.

1. satisfactory review and acceptance by the Lender and its solicitors of all Court Orders and other materials filed in the CCAA proceedings, including review of any appeals that may come up during the funding and/or CCAA process. For clarity; the Lender must obtain evidence, to its sole satisfaction that any other creditor or party does not oppose the Court Order for the Lender's DIP Loan to the Borrower as described herein. In addition the Lender shall have received confirmation that the Borrower remains within a CCAA stay period.

2. the Security Documents completed and delivered, and where necessary, registered in form and manner satisfactory to the Lender's solicitors;

3. a further court order (the "Approval Order") is obtained in the CCAA Proceedings, approving the terms of the Lender's DIP Loan and this facility letter and provisions;
   (a) granting the lender the right upon the occurrence of Event of Default, to apply for leave to enforce the rights and remedies available to it pursuant to this facility letter and the Security documents and any additional rights and remedies available to it at law or in equity,
   (b) authorizing the Lender to effect such registrations or filings wherever the lender in its discretion deems appropriate

regarding the security interests and charges created by the Security Documents,

(c) declaring that the DIP Loan Order, and the DIP Lender's Charge created there under, be binding on a trustee in bankruptcy of the borrower, a receiver, receiver manager, or other officer of the court;

(d) confirming that the DIP charge extends to and includes all proceeds, including without limitation, insurance proceeds of the assets charged by the DIP Charge;

4. satisfactory review by the lender and its solicitors of the title to the property(s) as defined in the court order (including the golf course);

5. satisfactory review by the lender of up to date cash flows from the property, amounts due and owing by the Borrower and Lender repayment;

6. satisfactory physical inspection of the Property by the Lender

7. satisfactory review by the Lender and its advisors of an up to date appraisal(s) of the Property as defined in the Court Order.

8. the Monitor shall define any concern that has not been addressed to the satisfaction of the Lender respecting the Borrower's use of the proceeds of any advance under the DIP Loan and shall confirm this in writing to the Lender with respect to any advance;

9. the Lender shall have received, from the Monitor, current balances of all Priority Claims owing by the Borrower and arrangements, satisfactory to the Lender, have been made to satisfy the Borrower's obligations with respect to employee source deductions, GST, PST, Employment Standards remittances and WCB insurance premiums. It is our understanding that there are now amounts owing with respect to GST, PST or Employee Standards and that any funds that may be due to WCB will be subordinate to the Lender's Loan;

10. satisfactory review by the lender and verification of insurance arranged by the Borrower consistent with standard industry requirements

11. adding the Lender as an additional insured pursuant to the Borrower's insurance coverage and satisfactory evidence of same provided to the lender and its solicitors;

12. confirmation that the borrower is in compliance with each of the terms and conditions of the facility letter.

BORROWER'S COVENANTS AND CONDITIONS:

In addition to those covenants set out in the Security Documents, the Borrower covenants and agrees with the Lender that, so long as any portion of the DIP Loan or any indebtedness or liabilities of the Borrower under this Facility Letter remains outstanding, the Borrower shall;

1. not, without the prior consent of the Lender, request, obtain or consent to a variation of the DIP order;
2. provide the Lender with two (2) business days advance notice of all court filings made by it or its solicitors, together with copies of all related Court materials, and shall provide the lender with notice of all Court filings that any other person intends to make, as indicated in any way to the Borrowers by such person, as soon as reasonably practicable after obtaining knowledge of such intended filings;
3. maintain the insurance coverage over its assets and properties satisfactory to the lender. The renewal of the insurance coverage shall be subject to the Lender's written approval;
4. pay when due all Priority Claims and, in the event the Borrower anticipates being unable to pay;
5. pay over to the Monitor, save the sum of $285,000 which may be remitted to Arres Capital, if as and when a certain sale (show home)completes in February 2009, the net sales proceeds after having satisfied any court approved priority claims. Such amounts received will be retained by the Monitor/or its solicitor for the benefit of the Lenders'.

MISCELLANEOUS TERMS AND CONDITIONS:

At the lender's option, the loan may be extended for a further 12 months on the basis that the interest rate to be increased from 12% to 14% and a further 2% Lender's fee to be paid at the time of extension.

Should you wish to proceed with this Application for financing please return an executed copy of this letter by 5:00 pm, January 21, 2008 otherwise this letter is considered null and void.

By execution of this Application, the Borrower authorize PenCor and the Lender to obtain any background information concerning this Application, including but not confined to reports from credit bureaus, retail credit companies, Dun & Bradstreet and financial institutions.

The preparation and delivery of this Application to you is not to be construed as an offer by PenCor or the Lender to make or arrange for the Loan, but only as an expression of interest in making or arranging for a loan substantially in accordance with the terms and provisions hereof.

Yours truly,

PENCOR CAPITAL CORP.

Bruce J. Weston
Vice-President

We irrevocably authorize PenCor and the Lender to obtain any background information relating to any one or more of us to assist them in processing this application or issuing the Commitment Letter, as the case may be, including but not confined to reports from credit bureaus, retail credit companies, Dun & Bradstreet and financial institutions.

Acknowledged and agreed this 20th day of January, 2009.

Okanagan Hills Development (Borrower)

Authorized Signatory

IAN. REDTON

Y-K Projects Ltd. (Borrower)

Authorized Signatory

Vineyard Homes at The Rise Ltd. (Borrower)

Authorized Signatory

The Golf Club at The Rise Ltd. (Borrower)

Authorized Signatory

Leona Snider

D/DXK/660715.1

Compliance Deposts
OHDC
2008

EXHIBIT" E "

Compliance Deposits

Lot Number	Name	Closing Date	Landscaping Deposit Amount	Landscaping Deposit Date	Building Deposit Amount	Building Deposit Date	Landscaping Deposit Paid	Landscaping Paid Date	Building Deposit Paid
Subdivision 1 - 2340-01-01									
2	CMAM Holdings Ltd. [Tom Muldoon]	21-Nov-05	5,000.00	22-Nov-05					
3	E Dorosh	18-Nov-05	5,000.00	22-Nov-05					
4	Holtman, John & Mary-Jane	16-Jun-06	5,000.00	19-Jun-06	5,000.00	19-Jun-06			
5	Chow, George	28-Jul-06	5,000.00	28-Jul-06	5,000.00	6-Jun-08			
6	Stefan & Susan Hedler	18-Nov-05	5,000.00	22-Nov-05					
7	Richard & Doretta Putz (transfer from Hayre)	19-Dec-05	5,000.00	22-Dec-05					
8	J & H Robinson	16-Nov-05	5,000.00	22-Nov-05					
9	Akbal Bhangle	16-Nov-05	5,000.00	22-Nov-05					
10	Akbal Bhangle	16-Nov-05	5,000.00	22-Nov-05					
11	David Jamieson	30-Mar-06	5,000.00	31-Mar-06					
19	Kellerman	26-Nov-07	5,000.00	27-Nov-07			5,000.00	5-Sep-08	
21	Bowring/Leachman	16-Nov-05	5,000.00	22-Nov-05	5,000.00	28-Feb-07			
22	F Gobar/ D Sobczak	16-Nov-05	5,000.00	1-Dec-05					
23	B & A DeHaas	16-Nov-05	5,000.00	22-Nov-05	5,000.00	4-Jun-08			
24	MEF Advisory Services Inc	16-Nov-05	5,000.00	23-Nov-05					
25	H & B Krause/R & C Murphy	16-Nov-05	5,000.00	22-Nov-05					
26	Marfam Ent & 887828 Ab Ltd	23-Dec-05	5,000.00	3-Jan-06					
27	G & E Thody	16-Nov-05	5,000.00	22-Nov-05					
28	Hayre Surinder	19-Dec-05	5,000.00	22-Dec-05					
29	0748284 BC	22-Feb-07	5,000.00	22-Feb-07	5,000.00	22-Feb-07			
30	G & J Newman (Constructive Concepts)	15-Nov-05	5,000.00	2-Dec-05	5,000.00	13-Mar-06	5,000.00	30-Nov-07	5,000.00
31	K & M Nagy	16-Nov-05	5,000.00	22-Nov-05					
32	Tilman Hainle	12-May-06	5,000.00	12-May-06					
33	B Salamandyk & P Sharp	18-Nov-05	5,000.00	22-Nov-05			5,000.00	31-Jul-08; 11-Dec-08	
34	Geiger, Phil	28-Sep-06	5,000.00	29-Sep-06	5,000.00	29-Sep-06			
35	Radford Investments	18-Nov-05	5,000.00	22-Nov-05	5,000.00	28-Feb-08			
36	Ferner	31-Oct-07	5,000.00	2-Apr-08	5,000.00	2-Apr-08			
37	C Olson/ T & R Giesbrecht	18-Nov-05	5,000.00	22-Nov-05					
38	Sophia Ventures Ltd	18-Nov-05	5,000.00	22-Nov-05					
39	Ward, Kelvin & Linda	18-Apr-07	5,000.00	19-Apr-07	5,000.00	19-Apr-07			
40	Brian Lowe	30-Aug-07	5,000.00	31-Aug-07	5,000.00	31-Aug-07			
41	Seven Circle Consultants Ltd	16-Jan-06	5,000.00	18-Jan-06					
43	J & H Steuart	18-Nov-05	5,000.00	22-Nov-05					
45	CGL Homes	18-Jun-07	-		-				
46	CGL Homes	18-Jun-07	-		-				
53	Daljit Singh Gill	1-Dec-05	5,000.00	5-Dec-05					
	Total Paid		170,000.00		55,000.00		15,000.00		5,000.00
	Total Paid Less Deposits Refunded		155,000.00		50,000.00				
Subdivision 2 - 2340-01-02									
1	Campbell, Andrew	15-Sep-06	5,000.00	18-Sep-06					
25	Sauve, Paul & Teresa	30-Aug-07	5,000.00	31-Aug-07	5,000.00	31-Aug-07			
26	Brilliant, Roger & Sandra	14-Sep-07	5,000.00	17-Sep-07	5,000.00	17-Sep-07			
27	Mclean, Neil	28-Sep-06	5,000.00	29-Sep-06	5,000.00	29-Sep-06			
28	Nelson, Charlotte	15-Sep-06	5,000.00	18-Sep-06					
29	Janus Corporation	1-Nov-06	5,000.00	3-Nov-06	5,000.00	3-Nov-06			
30	Janus Corporation	1-Nov-06	5,000.00	3-Nov-06	5,000.00	3-Nov-06			
31	Janus Corporation	1-Nov-06	5,000.00	3-Nov-06	5,000.00	3-Nov-06			
32	YK Projects		5,000.00	4-Jan-07	5,000.00	4-Jan-07			
33	YK Projects	15-Sep-06	5,000.00	18-Sep-06					
34	YK Projects	15-Sep-06	5,000.00	18-Sep-06					
35	Leung, Donald	15-Sep-06	5,000.00	18-Sep-06					
36	Lomow, Robert & Linda	13-Oct-06	5,000.00	13-Oct-06	5,000.00	13-Oct-06			
37	Belik, Darren & Laurie	6-Sep-07	5,000.00	7-Sep-07	5,000.00	7-Sep-07			
38	Fair, Robert	15-Sep-06	5,000.00	18-Sep-06					
39	1132268 Alberta	1-Dec-06	5,000.00	A/R	5,000.00	A/R			
40	Corbett, Glen	28-Sep-06	5,000.00	3-Oct-06					
41	Niebergal, Denis	15-Sep-06	5,000.00	18-Sep-06					
42	Brassart, Kolins, Bolton	30-Nov-06	5,000.00	1-Dec-06	5,000.00	1-Dec-06			
43	Miller, Mark	30-May-08	5,000.00	30-May-08	5,000.00				
44	Mista Holdings	15-Jun-07	5,000.00	18-Jun-07	5,000.00	18-Jun-07			
45	Ingram	3-Jun-08	5,000.00	3-Jun-08	5,000.00				
46	Krause, Hermann	15-Sep-06	5,000.00	18-Sep-06					
48	Brezer, Rick	15-Sep-06	5,000.00	18-Sep-06					
49	Bergstrom, Craig	15-Sep-06	5,000.00	18-Sep-06	5,000.00	8-Jan-07	5,000.00	5-Sep-08	4,000.00
50	Oakes, Gail Ann	28-Sep-07	5,000.00	28-Sep-07	5,000.00	28-Sep-07			

Compliance Deposits

Lot Number	Name	Closing Date	Landscaping Deposit Amount	Landscaping Deposit Date	Building Deposit Amount	Building Deposit Date	Landscaping Deposit Paid	Landscaping Paid Date	Building Deposit Paid
55	Jolin & Fuller	14-Sep-07	5,000.00	17-Sep-07	5,000.00	17-Sep-07			
56	Helm, Rick	20-Oct-06	5,000.00	20-Oct-06	5,000.00	20-Oct-06			
57	Niles, John Q	2-May-07	5,000.00	2-May-07	5,000.00	2-May-07			
58	Bey	30-Nov-07	5,000.00	3-Dec-07	5,000.00	3-Dec-07			
59	Duncan, Kyle	31-Oct-06	5,000.00	31-Oct-06	5,000.00	31-Oct-06	5,000.00	5-Dec-08	5,000.00
60	Thind, Balwant	25-Jul-08	5,000.00	29-Jul-08	5,000.00	29-Jul-08			
61	Thind, Bip	3-Apr-08	5,000.00	7-Apr-08	5,000.00	7-Apr-08			
	Total Paid		165,000.00		115,000.00		10,000.00		9,000.00
	Total Paid Less Deposits Refunded		155,000.00		106,000.00				
Subdivision 3 - 2340-01-03									
2	652474 Alberta	9-Mar-07	5,000.00	9-Mar-07	5,000.00				
3	Charles & Christine Chebry	4-Jan-08	5,000.00		5,000.00				
4	Schoenhals & Milenkovic	1-Jul-07	5,000.00	5-Jul-07	5,000.00	5-Jul-07			
5	Anderson & Rusnak	19-Oct-07	5,000.00	19-Oct-07	5,000.00	19-Oct-07			
8	Fudge	31-Jul-07	5,000.00	1-Aug-07	5,000.00	1-Aug-07			
12	Sawatzky	9-Mar-07	5,000.00	9-Mar-07	5,000.00	9-Mar-07			
15	Brandvold, Roger & Carie	30-Aug-07	5,000.00	31-Aug-07	5,000.00	31-Aug-07			
16	Ertl	28-Nov-08	5,000.00	28-Nov-08	5,000.00	28-Nov-08			
21	Doug & Margo Hoover	8-Jan-08	5,000.00		5,000.00				
22	Roos Holding Ltd	18-Dec-07	5,000.00		5,000.00				
23	Doug & Nancy Dent	3-Dec-07	5,000.00		5,000.00				
24	Lay	30-Nov-07	5,000.00		5,000.00				
			60,000.00		60,000.00		-		-
			60,000.00		60,000.00				
Subdivision 4 - 2340-02-04									
	Calababa	31-Dec-07	140,000.00	31-Dec-07					
			140,000.00		-		-		-
			140,000.00		-				
	Total M1S1	Landscapir	155,000.00	Building	50,000.00	Total M1S1	205,000.00		
	Total M1S2	Landscapir	155,000.00	Building	106,000.00	Total M1S2	261,000.00		
	Total M1S3	Landscapir	60,000.00	Building	60,000.00	Total M1S3	120,000.00		
	Total M2S4	Landscapir	140,000.00	Building	-	Total M1S3	140,000.00		
	Total	Landscapir	510,000.00	Building	216,000.00	Total	726,000.00		
	In Trust - Nixon Wenger								
	Total M1S1		5,000.00		5,000.00		10,000.00		
	Total M1S2		-		-		-		
	Total M1S3		5,000.00		5,000.00		10,000.00		
	Total M2S4		-		-		-		
	Total		10,000.00		10,000.00		20,000.00		
			500,000.00		206,000.00		706,000.00		

Abakhan Associates Inc.
IN THE MATTER OF THE CCAA OF
OKANAGAN HILLS DEVELOPMENT CORPORATION
Mailing List

EXHIBIT" F "

0764914 BC LTD.	16151 BARKLEY ROAD LAKE COUNTRY BC V4V 1B4	21,163.80
1 & 2 ELECTRIC LTD. DENNIS	1901 48TH AVE. VERNON BC V1T 6Z4	4,037.95
6S MARKETING INC. CYDNEY BROWN	402 - 1120 HAMILTON STREET VANCOUVER BC V6B 2S2	2,394.00
Acres Enterprised Ltd-Holdback Len Nakashimada	971 Camosun Crescent Kamloops BC V2C 6G1	125,835.40
ACRES ENTERPRISES LTD-Holdback LEN NAKASHIMADA	971 CAMOSUN CRESCENT KAMLOOPS BC V2C 6G1	1,568,459.13
ALPHA DECALS & SIGNS	5 - 4601 23RD STREET VERNON BC V1T 4K7	452.51
ARMSTRONG CRANE & RIGGING INC.	PO BOX 492 VERNON BC V1T 6M4	708.75
ARTISTIC LIGHTING DESIGN	733 NAHANNI PLACE KELOWNA BC V1V 1N5	14,487.54
ARTKNAPP PLANTLAND & FLORIST	6325 HWY 97N VERNON BC V1B 3R4	151.20
ASLAN ELECTRICAL SERVICES LTD	PO BOX 1122 VERNON BC V1T 6N4	390.63
ASTRAL MEDIA RADIO G.P.	300 - 345 BERNARD AVE. KELOWNA BC V1Y 6N8	897.75
AVALON EVENT RENTALS INC.	2 - 1660 POWICK ROAD KELOWNA BC V1X 7G5	11,281.88
AVOCET ENVIRONMENTAL CONSULTANTS ERNEST LEUPIN	2104 39TH STREET VERNON BC V1T 6W9	11,365.39
B/W VERNON LODGE HOTEL	3914 32ND STREET VERNON BC V1T 5P1	562.74
B3 COMMUNICATIONS INC.	1250 - 1500 W. GEORGIA STREET VANCOUVER BC V6G 2Z6	98,030.83
BAKER SIGNS	6302 STICKLE ROAD VERNON BC V1B 3R4	5,137.95
BC Hydro Bankruptcy	6911 Southpoint Drive Podium C01 Burnaby BC V3N 4X8	383.62
BLACK LAB IRRIGATION	5780 ORIOLE DRIVE VERNON BC V1H 1R2	4,536.62
BLACK PAW CONSTRUCTION INC.	PO BOX 1356 VERNON BC V1T 6N7	27,038.96
BLACK PRESS GROUP LTD	4407 25TH AVE. VERNON BC V1T 1P5	20,451.49
BMR Golf Development Inc. Mr. Ian Renton	7981 Silver Star Road Vernon BC V1B 3N2	Unknown
BRITISH COLUMBIA MAGAZINE	300 - 1803 DOUGLAS STREET VICTORIA BC V8T 5C3	5,145.00
BURROWES HUGGINS ARCHITECTS	205 - 1628 W. 1ST AVE. VANCOUVER BC V6J 1G1	29,751.37
BUSINESS EDGE INC.	500 - 525 1TH AVE SW CALGARY AB T2R 0C9	6,276.90
C.J. GRIFFIN & COMPANY INC.	540 54TH AVE. SW CALGARY AB T2V 0C7	22,105.10
Canada Revenue Agency c/o Burnaby Fraser Tax Office	Penticton Tax Services Office 9737 King George Highway Surrey BC V3T 5W6	16,238.26
CANADA WIDE MEDIA LIMITED	4TH FLOOR, 4180 LOUGHEED HWY BURNABY BC V5C 6A7	7,336.35
Canadian Springs	PO BOX 4514 STN A TORONTO ON M5W 4L7	505.79
CANWEST MEDIAWORKS	1450 DON MILLS ROAD TORONTO ON M3B 2X7	214,191.44
CAPITAL WEST PARTNERS	1250 - 855 W. GEORGIA STREET VANCOUVER BC V6C 3E8	15,750.00
CAPRI INSURANCE SERVICES LTD SHAUN SHERIDAN	204 - 1835 GORDON DRIVE CAPRI OFFICE TOWER KELOWNA BC V1Y 3H5	3,629.00
CAULFIELD PLAQUES & PLASTICS	26 - 100 KALAMALKA LAKE ROAD VERNON BC V1T 9G1	175.86
CHASE	100 - 134 1TH AVE. SE CALGARY AB T2G 0X5	13,258.63
CIDEL MOVING & STORAGE (1975) LTD	2101 43RD STREET VERNON BC V1T 6K7	244.39
CITY OF KELOWNA	1435 WATER STREET KELOWNA BC V1Y 1J4	1,207.50
CITY OF VERNON	3400 30TH STREET VERNON BC V1T 5E6	10,553.25
COLUMBIA WALL SYSTEMS LTD	1095 HUME AVE. KELOWNA BC V1P 1P2	2,625.00
CORBETT BUSINESS BENTRE DARRELL EEDY	3306 30TH AVE. VERNON BC V1T 2C8	4,081.47
CORIX UTILITIES INC. Elizabeth Vaughn - Jones	313 - 17750 65A Ave. Surrey BC V3S 5N4	247.08
CURTCO ROBB MEDIA, LLC	PO BOX 6167 MALIBU CA 90264-6067	7,650.00
DEVLYN MAINTENANCE	1705 42A STREET VERNON BC V1T 7H2	548.62
DHZ MEDIA	6116 TOUCHWOOD DRIVE NW CALGARY AB T2K 3L9	12,530.38
DIGITAL DEAN PHOTO STUDIOS	20 - 1801 53RD AVE. VERNON BC V1T 4E7	924.00
Dubois, Heather	15 - 40 Kestrel Place Vernon BC V1H 1S6	25,176.00
Dubois, Heather	15 - 40 Kestrel Place Vernon BC V1H 1S6	25,176.00
E.B. HORSMAN & SON GEORGE WILSON	17855 66TH AVE. SURREY BC V3S 7X1	17,012.81
EBA ENGINEERING CONSULTANTS LTD KARLA	14940 123RD AVE. EDMONTON AB T5V 1B4	40,332.15
EQUINOX LANDSCAPING LTD	3458 PARKVIEW COURT WESTBANK BC V4T 1B9	141,631.84
FEDERAL EXPRESS CANADA LTD	PO BOX 4626, TORONTO STN A TORONTO ON M5W 5B4	1,123.59
Flowers by Heart Design Services	3118 30th Ave. Vernon BC V1T 2C2	487.19
FOCUS CORPORATION	420 - 301 VICTORIA STREET KAMLOOPS BC V2C 2A3	13,800.61
GOLD BUSINESS TECHNOLOGIES LTD BRUCE KOLKB	1 - 953 LAVAL CRESCENT KAMLOOPS BC V2C 5P4	1,527.49

Abakhan Associates Inc.
IN THE MATTER OF THE CCAA OF
OKANAGAN HILLS DEVELOPMENT CORPORATION
Mailing List

Golf Club at The Rise Ltd.	8500 Rising View Way Vernon BC V1H 1Z9	5,889.28
GOURMET TO GO	400 - 3101 48TH AVE. VERNON BC V1T 3R5	9,086.75
GRANT THORNTON LLP FRANK MILAN	200 - 1633 ELLIS STREET KELOWNA BC V1Y 2A8	7,449.75
GREAT-WEST LIFE ASSURANCE CO. GROUP INSURANCE PAYMENT	PO BOX 1053 WINNIPEG MB R3C 2X4	Unknown
GREYHOUND COURIER EXPRESS	BAG 2577 CALGARY AB T2P 4N4	192.11
Hartman Business	523 Lawrence Ave. Kelowna BC V1Y 6L8	493.32
HERITAGE STONE PAVING & LANDSCAPING	7125 Nakiska Drive VERNON BC V1V 3M5	5,600.00
HI-PRO	3316 COLDSTREAM AVE. VERNON BC V1T 1X9	2,396.80
HOMEBASE MEDIA	W020 - 4664 LOUGHEED HIGHWAY BURNABY BC V5C 5T5	1,359.75
HOMES & LAND MAGAZINE	400 PERTH ROAD KELOWNA BC V1X 3R4	9,948.75
HSB #141782-240 LHB OHDC/ACRES		125,835.40
Huculiak Artist Designer	5291 Sutherland Drive Peachland BC V0X 1X2	472.50
ICBC	151 West Esplanade Room 142 North Vancouver BC V7M 3H9	Unknown
INTERIOR BUSINESS RICK SMART	PO BOX 24084 KELOWNA BC V1Y 9H2	337.12
Interior Ice	1205 Belgo Road Kelowna BC V1P 1C6	360.00
INTERIOR LANDSCAPE SUPPLIES LTD	4301 MUTRIE ROAD VERNON BC V1T 8W4	1,630.00
INTERIOR MOBILE SHREDDING & RECYCLING	4205 24TH AVE. VERNON BC V1T 1M1	315.00
INTERIOR REFORESTATION CO. LTD	PO BOX 874 CRANBROOK BC V1C 4J6	10,595.76
JANITOR'S WAREHOUSE DISTRIBUTORS INC.	1 - 4600 29TH STREET VERNON BC V1T 5B9	127.62
Janus Corporation c/o Richard Dudelzak, Q.C.	1324 17th Ave. SW. Calgary AB T2T 5S8	Unknown
JEFF BASSETT	7051 LAKERIDGE DRIVE VERNON BC V1H 1P3	325.00
JSJ VENTURES	163 RITCHIE COURT KELOWNA BC V1V 1Z2	3,150.00
Katherine Payne (dba Design Works)	1372 Killarney Way Westside BC V1H 2C5	1,222.50
KEVIN TROWBRIDGE	866 ROWCLIFFE AVE. KELOWNA BC V1Y 5Z2	1,403.52
LAKE COUNTRY APPRAISALS	1B - 10074 Highway 97 LAKE COUNTRY BC V4V 1P7	6,384.00
MAGNUM CREATIVE INC.	317 W. 5TH AVE VANCOUVER BC V5Y 1J6	3,286.50
MAX VOETS COFFEE ROASTING LTD	2400 53RD AVE. VERNON BC V1T 8H9	374.22
MILLER THOMSON LLP BARRISTERS & SOLICITORS	ROBSON COURT, 1000 - 840 HOWE STREET VANCOUVER BC V6Z 2M1	162.24
Ministry of Provincial Revenue Revenue Programs Division - Taxation	PO Box 9445 Stn Prov Govt Victoria BC V8W 9V5	Unknown
MJO COMMUNICATIONS	206 - 3317 30TH AVE. VERNON BC V1T 2C9	5,704.13
MONASHEE SURVEYING & GEOMATICS	3710A 28TH STREET VERNON BC V1T 9X2	160,582.66
MPC INTELLIGENCE	103 - 221 E. 10TH AVE. VANCOUVER BC V5T 4V1	4,462.50
MQN ARCHITECTS	102 - 3301 24TH AVE. VERNON BC V1T 9S8	13,954.50
Mr. Ted McLean	12815 133rd Place NE Kirkland WA 98034	Unknown
MYRON'S DOOR SERVICE LTD	9 - 1925 KIRSCHNER ROAD KELOWNA BC V1T 4N7	3,875.00
Nixon Wenger Lawyers	4th Floor, CIBC Building 3201 30th Ave. Vernon BC V1T 2C6	10,884.85
NOR-VAL RENTALS LTD	3004 SMITH DRIVE ARMSTRONG BC V0E 1B1	6,510.57
OK Builders Supplies Ltd.	2800 - 37th Avenue Vernon BC V1T 2X7	Unknown
OKANAGAN AGGREGATES LTD	PO BOX 7 ARMSTRONG BC V0E 1B0	113,998.71
OKANAGAN LIFE	10 - 1753 DOLPHIN AVE. KELOWNA BC V1Y 8A6	5,838.00
OKANAGAN MAP GUIDES	BOX 30006, RPO GLENMORE KELOWNA BC V1V 2M4	21,000.00
OKANAGAN PREWIRE LTD	4 - 4602 31ST STREET VERNON BC V1T 5J9	93.63
OKANAGAN SPIRITS INC.	2920 28TH AVE. VERNON BC V1T 1V9	495.00
OKANAGAN SPRING BREWERY	2808 27TH AVE. VERNON BC V1T 9K4	106.72
OKANAGAN TELEPHONE COMPANY LTD	100 - 1751 HARVEY AVE. KELOWNA BC V1Y 6G4	824.32
OKANAGAN TEST RITE	5757 OKANAGAN LANDING ROAD VERNON BC V1T 7A9	241.04
OKANAGAN VALLEY MASONRY & STONE WORKS	11042 EVA ROAD WINFIELD BC V4V 1H4	14,070.00
PACIFIC NEWSPAPER GROUP	1- 200 GRANVILLE STREET VANCOUVER BC V6C 3N3	2,927.84
PARADIGM COMMUNICATIONS GROUP	250 - 2701 1ST AVE SEATTLE WA 98121	13,000.00
PEAK HOSPITALITY CONSULTING	210 - 20875 N 90TH PLACE SCOTTSDALE AZ 85255	11,728.71
PICTURE PERFECT & PERPETUAL BLOOMS	2901 30TH AVE. VERNON BC V1T 2B8	401.65
Pitney Bowes	c/o BankruptcyHighway.com 1551 The Queensway Toronto ON M8Z 1T8	1,196.93
Pitney Bowes	c/o BankruptcyHighway.com 1551 The Queensway Toronto ON M8Z 1T8	1,379.15

Abakhan Associates Inc.
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PRECISION CLEANERS	7 - 2803 28TH STREET VERNON BC V1T 4Z5	1,785.00
PRESTIGE HOTEL &CONFERENCE CENTRE VERNON	4411 32ND STREET VERNON BC V1T 9G8	677.80
PRINTECH CORP.	3105 COLDSTREAM AVE. VERNON BC V1T 1X8	655.68
Prosign	439 Banks Road Kelowna BC V1X 6A2	5,663.95
PURE GRANITE ROCKS	4605B 23RD STREET VERNON BC V1T 4K7	17,495.10
PUROLATOR COURIER LTD	PO BOX 1100 ETOBICOKE POSTAL STN A ETOBICOKE ON M9C 5K2	234.90
PWRCO ENGINEERING LTD	186 COLUMBIA AVE. CASTLEGAR BC V1N 1A9	4,859.40
Radford Investments Ltd. Mr. Jim Radford	264 Chicopee Road Vernon BC V1H 1T2	Unknown
REGIONAL DISTRICT OF NORTH OKANAGAN	9848 ABERDEEN ROAD COLDSTREAM BC V1B 2K9	840.00
ROBERT HALF FINANCE & ACCOUNTING	PO BOX 57349 STN A TORONTO ON M5W 5M5	25,200.00
ROV CONSULTING INC. JENNIFER	RICHARD VISSCHER P. ENG. 726 DENALI DRIVE KELOWNA BC V1V 2P5	4,182.94
SERKO PROPERTY SERVICES LARRY SERKO	655 TOZER AVE. KELOWNA BC V1W 2A4	443.63
SERVILLIAN TECHNOLOGY LTD	6910 PLEASANT VALLEY ROAD VERNON BC V1B 3R5	94.50
SHAW CABLE	PO BOX 2468 STN M CALGARY AB T2P 4Y2	221.40
SITE360 CONSULTING LTD	540 LEON AVE. KELOWNA BC V1Y 6J6	373,733.39
SKYLINE BILLBOARDS	3230 SHANNON LAKE ROAD WESTBANK BC V4T 1V4	7,560.00
SOURCE MEDIA GROUP CORP.	220 - 5824 2ND STREET SW CALGARY AB T2H 0H2	5,512.50
STANTEC CONSULTING LTD ROBERT FORTUIN	10160 112TH STREET EDMONTON AB T5K 2L6	7,523.25
STEPHANIE TAMBELLINI	1018 MT. BULMAN DRIVE VERNON BC V1B 2Z1	3,146.88
STEWART DESIGN GROUP LTD	1121 STEELE COURT KELOWNA BC V1W 4X1	472.50
STICKS & STONES DESIGN GROUP	PO BOX 29069 KELOWNA BC V1W 4A7	3,367.10
Stonefield Development Consultants	710 - 1201 W. Pender Street Vancouver BC V6E 2V2	4,110.75
SUMMERHILL ESTATE WINERY	4870 CHUTE LAKE ROAD KELOWNA BC V1W 4M3	2,863.75
SUPER SAVE DISPOSAL INC.	19395 LANGLEY BYPASS SURREY BC V3S 6K1	398.72
SW AUDIO VISUAL	1250 ELLIS STREET KELOWNA BC V1Y 1Z4	12,508.65
SWAN LAKE FRUIT & GARDEN CENTRE SWAN LAKE HOLDINGS LTD	7920 HIGHLAND ROAD VERNON BC V1B 3W6	23,163.13
T & A DRILLING & BLASTING CORP.	354 TOTOM INDUSTRIAL COURT KELOWNA BC V1X 5W6	24,222.58
TAC MOBILITY	3503 32ND STREET VERNON BC V1T 5N4	481.55
TEALES WATER UTILITY SERVICES	940 POTTERY ROAD VERNON BC V1B 3A5	204.75
TELE-Mobile dba TELUS Mobility Bankruptcy Desk	PO Box 5450, Stn Terminal Vancouver BC V6B 3B3	496.28
TELUS Communications Inc. Insolvency Desk	PO Box 5450, Stn Terminal Vancouver BC V6B 3B3	9,000.79
Terasen Gas Myrna	PO Box 48230, Bentall Centre Vancouver BC V7X 1N8	729.51
THE NEW HOME MARKETING GROUP	C80 DESERT COVE ESTATES VERNON BC V1H 1Z1	5,975.00
THE OKANAGAN VALLEY NEWSPAPER GROUP	550 DOYLE AVE. KELOWNA BC V1Y 7V1	27,652.52
TRADER CORPORATION	W020 - 4664 LOUGHEED HWY BURNABY BC V5C 5T5	2,719.50
TRI-WAY ESSO LTD	6021 OKANAGAN LANDING ROAD VERNON BC	225.56
VANCOUVER VIEW MAGAZINE	98012 - 135 DAVIS STREET VANCOUVER BC V6Z 2Y0	2,555.70
VERNON AIRPORTER FRED GREENAWAY	11 - 740 WADDINGTON DRIVE VERNON BC	705.60
VERNON CITY SECURITY	PO BOX 1774 VERNON BC V1T 8C3	9,828.00
VERNON JUBILEE HOSPITAL FOUNDATION LANA BURCHETT	2101 32ND STREET VERNON BC V1T 5L2	500.00
VERNON LOCK & SAFE LTD	3107 31ST STREET VERNON BC V1T 2G9	110.63
VERNON TAXI	BOX 788 VERNON BC V1T 6M7	187.20
VINEYARD AT THE RISE	PO BOX 23073 VERNON BC V1T 9L8	1,624.88
WALTHERS GM	3500 27th Street Vernon BC V1T 9P1	692.55
WAYSIDE PRESS	3304 33RD STREET VERNON BC V1T 6M3	2,255.15
West End Heavy Haul	967 Mt. Beaven Place Vernon BC V1B 2Y8	105.00
WILDE IMAGINATION	834 25TH AVE. VERNON BC V1B 3B4	162.40
WILLIS ETECH LIMITED	BC0784425 7305 OLD KAMLOOPS RAOD VERNON BC V1H 1T8	273.00
Workers' Compensation Board Collection Section	6951 Westminster Highway Richmond BC V7C 1C6	3,291.44
YK PROJECTS	PO BOX 23073 VERNON BC V1T 9L8	385,169.88
ZEIDLER PARTNERSHIP	315 QUEEN STREET W. TORONTO ON M5V 2X2	57,059.80
		$ 4,193,629.20

File

OHDC
GOLF CLUB

EXHIBIT" G "

	First name	Last name	Amount (excl. GST)
1	Kevin	Brown	94,339.63
2	Dennis	Chorney	94,339.63
3	Larry	Coston	100,000.00
4	Jim	Dalsin	94,339.63
5	Rick	Englot	110,000.00
6	Brenda	Scott	94,339.63
7	Don	Friesen	94,339.63
8	Rick	Helm	100,000.00
9	Cyril	Karvonen	110,000.00
10	Brad	Lay	110,000.00
11	Daniel	Lee	100,000.00
12	Raymond	Ling	94,339.63
13	David	Martin	94,339.63
14	Larry	Moeller	100,000.00
15	Bob	Outhwaite	94,339.63
16	Bryan	Pinney	94,339.63
17	Doug	Scott	94,339.63
18	Sandra	Scott	94,339.63
19	Larry	Smith	94,339.63
20	Derek	Stockley	100,000.00
21	GDW Property Dev. Corp Greg Waslin Dr.		110,000.00
23			
24			
25			
Founders Fees Received			2,072,075.56

EXHIBIT" H "

Abakhan Associates Inc.
IN THE MATTER OF THE CCAA OF THE GOLF CLUB AT THE RISE
Mailing List

A&G Supply Ltd.	827 Fairweather Place Vernon BC V1T 9B5	6,286.68
Acklands Grainger Inc.	110 - 801 Waddington Drive Vernon BC V1T 9E2	8,962.33
Acres Enterprises Ltd. Len Nakashimada	971 Camosun Crescent Kamloops BC V2C 6G1	12,695.18
Acushnet Canada Inc.	500 Harry Walkway Parkway Newmarket ON L3Y 8T6	4,727.62
Adidas Canada Limited	3210 Langstaff Road Concord ON L4K 5B2	39,819.13
Aerius Engineering Ltd.	110 - 2300 Carrington Road Westbank BC V4T 2N6	5,565.00
Allan Francis Pringle	Justice Park Place 3009B 28th Street Vernon BC V1T 4Z7	1,364.62
Arctic Chiller	100 Cree Road Sherwood Park AB T8A 3X8	2,183.44
Armstrong Regional Cooperative	PO Box 250 Armstrong BC V0E 1B0	55,432.89
Ashworth Inc.	104 Barr Street Ville St. Laurent QC H4T 1Y4	29,315.45
Bates Golf Design Group Inc.	111 - 5606 PGA Blvd Palm Beach Gardens FL 33418	38,656.40
Bella Vista Landscaping Company Ltd.	8 - 2601 Highway 6 Vernon BC V1T 5G4	92,804.41
Big Steel Box	PO Box 2339 Kelowna BC V1X 6A5	453.60
Britco Leasing Ltd.	PO Box 298 Milner BC V0X 1T0	6,378.75
Brown, Kevin	131 Solace Ridge Place Calgary AB T3Z 3M9	94,339.63
Canadian Restaurant Supply Ltd.	100 - 2602 Enterprise Way Kelowna BC V1X 7Y5	2,016.63
Capri Insurance	255 - 2306 Hwy 6 Vernon BC V1T 7E3	8,507.00
Carts Plus Kelowna	114 - 1765 Springfield Road Kelowna BC V1Y 5V5	1,231.52
Caufield Plaques & Plastics	26 - 100 Kalamalka Lake Road Vernon BC V1T 9G1	648.48
Central Hardware Ltd.	4211 25th Ave. Vernon BC V1T 5G4	171.00
Century Vallen	PO Box 1218 Edmonton AB T5J 2M6	740.81
CGSA	205 - 5520 Explorer Drive Mississauga ON L4W 5L1	539.70
CGT Management	570 Bryne Drive Barrie ON L4N 5L1	2,257.50
Chorney, Dennis	74 McKenzie Lake Isl SE Calgary AB T2Z 3P4	94,339.63
Clement Turf Farm	3330 Old Vernon Road Kelowna BC V1X 6P3	2,482.30
CMC Custom Gifts	15695 North 83rd Way Scottsdale AZ	4,971.57
Coca-Cola Bottling Company	PO Box 8218, Van Stn Terminal Vancouver BC V6B 6N3	475.75
Corbett Office Plus	3306 30th Ave. Vernon BC V1T 2C8	2,391.88
Corix Water Products Inc. Elizabeth Vaughn - Jones	313 - 17750 65A Ave. Surrey BC V3S 5N4	2,447.31
Coston, Larry	173 Hamilton Drive Calgary AB T3R 1A2	100,000.00
Dalsin, Jim	1320 75th Ave. SW. Calgary AB T2V 0S6	94,339.63
David Astley	30154 TWP. RD. 250 Calgary AB T3Z 1L5	335.06
Diana's Monogramming	4 - 2860 Smith Drive Armstrong BC V0E 1B1	30.81
Donald's Machine Works Ltd.	35 L&A Cross Road Vernon BC V1B 3S1	230.69
Eddie's Hang-Up Display Ltd.	60 W. 3rd Ave. Vancouver BC V5Y 1E4	687.97
Eljay Irrigation Ltd.	2504 37th Street Vernon BC V1T 6G4	217.43
Englot, Rick	70 Taylor Crescent Medicine Hat AB T1B 3X6	110,000.00
Evergro Canada Inc.	260D Campion Street Kelowna BC V1X 7S8	17,969.65
Farrer Rentals Ltd.	4509 25th Ave. Vernon BC V1T 1P5	18,499.49
Fletcher Leisure Group Inc.	104 Rue Barr Street Ville St. Laurent QC H4T 1Y4	7,516.40
Forestar Golf Sales Ltd.	PO Box 73062 - Evergreen 8962 152nd Street Surrey BC V3R 2J2	207.10
Friesen, Don	143 Pumpmeadow Place SW. Calgary AB T2V 5H4	94,339.63
Gary Jonas Computing Ltd.	500 - 45 Vogell Road Richmond Hill ON L4B 3P6	7,218.75
GDW Property Dev. Corp. Dr. Greg Waslen	2746 Wolfe St. SW. Calgary AB T2T 3R9	110,000.00
Gene Stone Industries Ltd.	PO Box 28117 Lavington BC V1B 3L9	858.89
Golf Supply House Inc.	423 Manitou Road SE. Calgary AB T2G 4C2	850.65
GolfStar	10202 McDonald Park Road Sidney BC V8L 5X7	155.50
Grant Thornton LLP	200 - 1633 Ellis Street Kelowna BC V1Y 2A8	6,893.25
Green Grass One	200 - Building 1 5025 Orbitor Drive Mississauga ON L4W 4Y5	26,534.62
Greenline Equipment	8319 Young Road Chilliwack BC V2P 4N8	951.44
Greyhound Courier Express	Bag 2577 Calgary AB T2P 4N4	58.98
Helm, Rick	2023 21st Ave SW. Calgary AB T2T 0N8	100,000.00

Abakhan Associates Inc.
IN THE MATTER OF THE CCAA OF
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Mailing List

Home Depot Credit Services Jeff Groves	c/o Citi Cards Canada Incorporated 355 Wellington Street London ON N6A 3N7	8,952.13
Hopkins Computer Consulting Ltd.	9734 145 Street Edmonton AB T5N 2W9	2,807.27
Info Tel Directory	PO Box 1254 Vernon BC V1T 6N6	408.35
Innerspace Watersports Inc.	3103 32nd Street Vernon BC V1T 5M6	860.16
Inside Golf Inc.	6418 Nevilane Drive Duncan BC V9L 5S6	1,417.50
Interior Communications Ltd.	1A - 4601 23rd Street Vernon BC V1T 4K7	2,370.60
Interior Telecom Inc.	6 - 3310 Appaloosa Road Kelowna BC V1V 2W5	6,187.65
JC Office Trailer	260 Neave Road Kelowna BC V1V 2L9	3,099.60
Kal Tire	1460 Kal Lake Road Vernon BC V1T 6V2	2,008.80
Karvonen, Cyril	214 Sienna Park Bay SW Calgary AB T3H 4T1	110,000.00
Lake Country Compost Distributors	1790 High Road Kelowna BC V1Y 7C1	593.25
Lavington Turf Farms Ltd.	5770 Petworth Road Vernon BC V1B 3E4	3,826.04
Lay, Brad	261 1st St. NW. Medicine Hat AB T1A 6H3	110,000.00
Lee, Daniel	65 Slopes Grove SW. Calgary AB T3Y 3Y6	100,000.00
Ling, Raymond	2658 Evercreek Bluffs Way SW. Calgary AB T2Y 4V7	94,339.63
Lordco Auto Parts	2801 35th Ave. Vernon BC V1T 2S7	597.51
Martin, David	173 Eagle Ridge Drive SW. Calgary AB T2V 2V6	94,339.63
Miller Golf of London	1568 Woodcock Street London ON N6H 5M1	1,366.33
Moeller, Larry	232 Hamptons Green NW. Calgary AB T3A 5A8	100,000.00
MQN Architects	102 - 3301 24th Ave. Vernon BC V1T 9S8	20,923.63
Neptune Food Services c/o Fraser Collection Services	200 - 3071 No. 5 Road Richmond BC V6X 2T4	797.52
Northern Trailer Division of Horizon North Camp	260 Neave Road Kelowna BC V1V 2L9	2,066.40
Oakcreek Golf & Turf Inc.	3816 64th Ave SE. Calgary AB T2C 2B4	4,060.50
Okanagan Aggregates Ltd.	PO Box 7 Armstrong BC V0E 1B0	10,216.50
Okanagan Fertilizer	PO Box 770 Enderby BC V0E 1V0	16,618.66
Okanagan Golf Alliance	208 - 2120 Shannon Ridge Drive Westbank BC V4T 2Z3	15,000.00
Okanagan Valley Newspaper Group	550 Doyle Ave. Kelowna BC V1Y 7V1	1,397.92
Outabounds Publishing	PO Box 38 Shawnigan Lake BC V0R 2W0	418.95
Outhwaite, Bob	2203 - 920 5th Ave SW. Calgary AB T2P 5P6	94,339.63
ParSports	14133 Burrows Road Richmond BC V6V 3B4	2,664.20
PIHL & Associates Law Corporation	300 - 1465 Ellis Street Kelowna BC V1Y 2A3	681.74
Pinney, Bryan	7 Blueridge Place Calgary AB T3L 2N5	94,339.63
Printech Corp.	105 - 3301 24th Ave. Vernon BC V1T 9S8	70.56
Proline Custom Clothing Inc.	909 Ellis Street Kelowna BC	1,209.35
Red Door Photographic & Design	714 35th Ave. Vernon BC V1T 9B9	2,771.35
Rollins Machinery Limited	21869 56th Ave. Langley BC V2Y 2M9	3,475.92
Russell Food Equipment Ltd. c/o Fraser Collection Services	200 - 3071 No. 5 Road Richmond BC V6X 2T4	2,512.01
Savoy Equipment Ltd.	3202 29th Street Vernon BC V1T 5B1	1,047.53
Scott, Brenda	143 Pumpmeadow Place SW. Calgary AB T2V 5H4	94,339.63
Scott, Doug	12368 21A Ave. Surrey BC V4A 9Y7	94,339.63
Scott, Sandra	281 Point McKay Terrace NW. Calgary AB T3B 5B6	94,339.63
Site360	540 Leon Ave. Kelowna BC V1Y 6J6	18,594.32
Smith, Larry	24 Edforth Road NW. Calgary AB T3A 3V7	94,339.63
Stockley, Derek	3 - 7899 Stoneridge Dr. Coldstream BC V1B 2T7	100,000.00
Super Save Disposal Inc.	19395 Langley Bypass Surrey BC V3S 6K1	439.60
Super Save Toilet Rentals Inc.	19395 Langley Bypass Surrey BC V3S 6K1	2,010.01
Sweetwater Springs	235 Pleasant Valley Crossroad Armstrong BC V0E 1B2	333.25
Sysco Kelowna	9385 Jim Bailey Road Kelowna BC V4V 1S4	8,046.33
Taylor'd Events	4870 Carmel Crescent Kelowna BC V1W 5B9	230.00
The Cat Rental Store	1822 Spall Road Kelowna BC V1Y 4R1	2,374.63
Valley Monuments	4316 29th Street Vernon BC V1T 5B8	8,080.00
VantageOne Credit Union Bonnie Thoma	3108 33rd Ave. Vernon BC V1T 2N7	Unknown

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Visitors' Choice Publications	102 E. 4th Ave. Vancouver BC V5T 1G2	3,759.53
Wayside Printers	3304 33rd Street Vernon BC V1T 6M3	4,442.70
Western Canada Turfgrass Association	22097 Isaac Crescent Maple Ridge BC V2X 0V9	0.00
		$ 2,663,557.49

Note: Including the Founding Members' List, as per Exhibit "G" $2,072,075.56

EXHIBIT" I "

Bill Whitemarsh

From: Caraline Hondl [caraline@okanaganhills.com]
Sent: January 26, 2009 3:47 PM
To: Bill Whitemarsh
Subject: FW: Golf Lease Payments

Caraline Hondl

Phone 250-542-5111 (Ext. 223)
Fax 250-542-5096

From: Caraline Hondl
Sent: January 12, 2009 4:22 PM
To: 'pmccourt@abakhan.com'
Cc: Leona Snider; Terry Yacyshen
Subject: Golf Lease Payments

Breakdown of Golf lease payments for May 09 as requested.

Wash Car; Office	Britco	2,126.25
Trailer	JC Trailers	1,100.00
Bobcat	Cit/BVL	795.63
Tents	Vantage	429.02
GPS	Vantage	6,800.00
Coolers, Ovens, Tables, Dishwashers	National #385	5,325.39
Beverage Units, Marshall Cars, Shuttle Cars	National #384/842	2,487.75
Golf Carts	National #894	13,032.60
Utility Cart, Fertigation System, Equipment	Cit #421035	6,396.79
Trailer X5, Sweeper, Equipment	Cit #431549	3,729.34
Aerator, Spreader, Topdresser, Equipment	Cit #431545	6,526.43
Fuel Tanks, Sod Cutter, TIP Groom Brush, Equipment	Cit #421285	947.30
Toro Greensmaster X5, Sandpro, Equipment	Cit #431259	16,204.76
2 Gators, One Golf Lift	Cit #438376	1,286.30
		67,187.56

Caraline Hondl

Phone 250-542-5111 (Ext. 223)
Fax 250-542-5096

Abakhan Associates Inc.
IN THE MATTER OF THE CCAA OF
VINEYARD HOMES AT THE RISE LTD.
Mailing List

EXHIBIT" K "

0764914 BC LTD	16151 BARKLEY RD LAKE COUNTRY BC V4V 1B4	4,154.33
ACE PLUMBING & AIRTEC	1778 BARON ROAD KELOWNA BC V1X 7G9	68,244.29
ASSOCIATED READY MIX A DIVISION OF OKANAGAN AGGREGATES LTD.	PO BOX 65 ARMSTRONG BC V0E 1B0	883.29
BC HYDRO	PO BOX 9501 STN TERMINAL VANCOUVER BC V6B 4N1	53.06
BEACHCOMBER HOME LEISURE LTD-KELOWNA GAYNELL	410 BANKS ROAD KELOWNA BC V1X 6A3	210.00
BELLA VISTA LANDSCAPING COMPANY LTD	PO BOX 23073 VERNON BC V1T 9L8	35,134.06
Benson Salloum Watts LLP	Estate Square - 102A 1979 Old Okanagan Hwy. Westbank BC V4T 3A4	25,115.23
BLACK LAB IRRIGATION	5780 ORIOLE DRIVE VERNON BC V1H 1R2	5,636.40
BOURCET HOLDINGS LTD	821 FAIRWEATHER ROAD VERNON BC V1T 8T9	2,520.00
BRITCO LEASING LTD	PO BOX 298 MILNER BC V0X 1T0	1,727.25
BROWNSTONE MILLWORKS BRIAN WEIBE	2505 PLEASANT VALLEY BLVD ARMSTRONG BC V0E 1B1	1,948.51
CABINET GUYS	3285 PHILLIPS ROAD VERNON BC V1B 3H6	4,914.00
CENTRAL CITY HARDWARE	595 ADAMS ROAD KELOWNA BC V1X 7R9	2,185.80
CENTRAL HARDWARE LTD	4211 25TH AVE VERNON BC V1T 7G9	48,494.34
CENTURY LANE KITCHENS INC	800 MCCURDY ROAD KELOWNA BC V1X 2P7	1,917.99
CITY OF VERNON	3400 30TH STREET VERNON BC V1T 5E6	4,284.12
COAST EXTERIORS	PO BOX 2245 STN R KELOWNA BC V1X 4K6	7,560.95
COAST WHOLESALE APPLIANCES LP ACCOUNTS RECEIVABLE	8488 MAIN STREET VANCOUVER BC V5X 4W8	25,496.58
CORBETTE OFFICE PLUS	3306 30TH AVE VERNON BC V1T 2C8	170.65
CORIX UTILITIES INC Elizabeth Vaughn - Jones	313 - 17750 65A Ave. Surrey BC V3S 5N4	5,712.90
CREATIVE DOOR SERVICES LTD	17407 106TH AVE EDMONTON AB T5S 1E7	146.39
DISTINCTIVE DEVELOPMENTS LTD JAN HEINRICH	101 - 1865 DILWORTH DRIVE SUITE 333 KELOWNA BC V1Y 9T1	3,999.35
FARRER EQUIPMENT RENTALS	4509 25TH AVE VERNON BC V1T 1P5	16,321.63
FINSTERWALD ENTERPRISES	3243 UPPER MCLEOD ROAD ARMSTRONG BC V0E 1B8	328.13
FIRST RESPONSE TRAINING & SAFETY PROFESS	100 - 2045 ENTERPRISE WAY KELOWNA BC V1Y 9T5	3,235.50
GEOTILITY GEOTHERMAL SYSTEMS	200 - 1649 CARY ROAD KELOWNA BC V1Y 9P6	12,546.98
GRANT THORNTON LLP DAN VASS	200 - 1633 ELLIS STREET KELOWNA BC V1Y 2A8	1,874.25
GROUNDSCAPES IRRIGATION & LANDSCAPING	202 - 1561 SUTHERLAND AVE KELOWNA BC V1Y 5Y7	97,819.58
H & L GLASS LTD	2809 45TH AVE VERNON BC V1T 3N5	1,298.00
HOME DEPOT CREDIT SERVICE	PO BOX 4609 STN A TORONTO ON M5W 4Z5	4,355.61
HORIZON ELECTRIC INC	1136 RICHTER STREET KELOWNA BC V1Y 2K7	108,874.67
ICBC	151 West Esplanade Room 142 North Vancouver BC V7M 3H9	Unknown
Interior Appliance Service	1009 Kalamalka Lake Vernon BC V1T 6B4	88.48
INTERIOR BUSINESS FORMS & SYSTEMS LTD	PO BOX 24084 KELOWNA BC V1Y 9H2	227.36
JANITORS WAREHOUSE	CCT VENTURES 2006 1 - 4600 29TH STREET VERNON BC V1T 5B9	743.60
JR CERAMICS INC. DBA ARDEN TILE	2800C 45TH AVE VERNON BC V1T 3N4	7,183.97
KEVIN TROWBRIDGE	866 ROWCLIFFE AVE. KELOWNA BC V1Y 5Z2	1,551.39
KIM'S CONCRETE FINISHING LTD	9137 TRONSON ROAD VERNON BC V1H 1E2	6,192.90
LABOUR UNLIMITED	6908A PALM AVE BURNABY BC V5J 4M3	5,576.70
LAKE COUNTRY TRUSS LTD	4609 23RD STREET VERNON BC V1T 4K7	0.00
LAKELAND OIL LTD	350 CARION ROAD KELOWNA BC V4V 2K5	359.90
LNS ENTERPRISES LTD	1788A BARON ROAD KELOWNA BC V1X 7G9	4,805.78
LYNDON BROCK PAINTING	1303 26TH AVE VERNON BC V1T 7J1	850.50
M & K READY MIX LTD	650 WADDINGTON DRIVE VERNON BC V1T 8T5	2,130.40
MCGREGOR & THOMPSON HARDWARE LTD JOANNE	1420 HUNTER COURT KELOWNA BC V1X 6E6	24,138.03
MILLER THOMSON LLP BARRISTERS & SOLICITORS	1000 - 840 HOWE STREET VANCOUVER BC V6Z 2M1	307.37
MODERN PURAIR	103 - 3699 HWY 97N KELOWNA BC V1X 5C3	189.00
MOUNTAIN PRIDE BOTTLED WATER	7920 HIGHWAY 97A MARA BC V0E 2K0	4.50
NOR-VAL RENTALS 1998 LTD	3004 SMITH DRIVE ARMSTRONG BC V0E 1B1	0.00
NUFLOORS	TOTAL FLOORING CONCEPTS LTD 2806 45TH AVE VERNON BC V1T 3N4	8,173.35
OK BUILDERS SUPPLIES LTD	MASONRY PRODUCTS VERNON 4403 25TH AVE VERNON BC V1T 1P5	9,253.90
OKANAGAN DRYWALL LTD	PO BOX 24074 KELOWNA BC V1Y 1H2	14,568.31

Abakhan Associates Inc.
IN THE MATTER OF THE CCAA OF
VINEYARD HOMES AT THE RISE LTD.
Mailing List

OKANAGAN HILLS DEVELOPMENT CORPORATION	2749 30TH STREET VERNON BC V1T 5C6	1,508.85
OKANAGAN PORTABLE TOILET LTD	PO BOX 2747 KELOWNA BC V1X 8B6	299.25
OKANAGAN VALLEY MASONRY & STONE WORKS	11042 EVA ROAD WINFIELD BC V4V 1H4	30,801.17
PINE LIGHTING	1953 BARON ROAD KELOWNA BC V1X 6W2	10,665.98
PINNACLE ROOFING	2283 LECKIE ROAD KELOWNA BC V1X 6Y2	3,314.85
POBO CUSTOM PAINTING INC JIM	5780 BARKER ROAD VERNON BC V1B 3P5	7,561.80
PRIDE OF PLACE HOMES	9238 CHINOOK ROAD VERNON BC V1H 1K3	6,852.00
PRINTECH CORP.	3105 COLDSTREAM AVE. VERNON BC V1T 1X8	4.91
PURE GRANITE ROCKS SUNDE	4605B 23RD STREET VERNON BC V1T 4K7	12,781.13
RON'S CONRETE PUMPING	3952 E. VERNON ROAD VERNON BC V1B 3H7	739.20
ROV CONSULTING INC. JENNIFER	726 DENALI DRIVE KELOWNA BC V1V 2P5	52.50
ROY'S HARDWOODS LTD	2207 48TH AVE. VERNON BC V1T 3P9	199.48
SGO LASTING IMPRESSIONS	100 - 1974 MOSS COURT KELOWNA BC V1Y 9L3	945.00
SHEPARD'S HARDWARE LIMITED	3525 MILL STREET PO BOX 37 ARMSTRONG BC V0E 1B0	0.00
SIERRA WELDING DICK	10941 SEATON ROAD WINFIELD BC V4V 1K2	1,017.42
SNOW PINE VENTURES INC.	3 - 215 NEAVE ROAD KELOWNA BC V1V 2L9	25,592.70
SQUARED UP CONSTRUCTION INC.	1541 24TH STREET NE SALMON ARM BC V1E 0A8	2,835.00
STEPHANIE TEMBELLINI DESIGN STUDIO INC.	1018 MT. BULMAN DRIVE VERNON BC V1B 2Z1	2,689.25
SUPER SAVE DISPOSAL INC.	19395 LANGLEY BYPASS SURREY BC V3S 6K1	974.22
SUPER SAVE TOILET RENTALS INC.	19395 LANGLEY BYPASS SURREY BC V3S 6K1	436.24
TELE-Mobile dba TELUS Mobility Bankruptcy Desk	PO Box 5450, Stn Terminal Vancouver BC V6B 3B3	246.75
TELUS	PO BOX 7575 VANCOUVER BC V6B 8N9	661.10
Terasen Gas	PO Box 48230, Bentall Centre Vancouver BC V7X 1N8	541.59
TRI-LAKES ELECTRIC LTD	10 - 4407 20TH STREET VERNON BC V1T 4E4	2,475.63
TRI-WIK FIRE PROTECTION INC.	475 HOLLYWOOD COURT KELOWNA BC V1X 7J1	183.75
TRIWAY FOOD & GAS	6021 OKANAGAN LANDING ROAD VERNON BC V1H 1M4	126.45
WESTSIDE WATERPROOFING	PO BOX 26092 WESTBANK BC V4T 2G3	-894.82
WESTTECK WINDOWS	8104 EVANS PARKWAY CHILLIWACK BC V2R 5R8	318.06
Workers' Compensation Board Collection Section	6951 Westminster Highway Richmond BC V7C 1C6	166.93
		$ 696,605.67

19 JAN 2009 09 19 LB0273297

COPY

LAND TITLE ACT
FORM 31
CERTIFICATE OF PENDING LITIGATION

EXHIBIT" L "

Nature of Interest:

Legal Description and Parcel Identifier No.(s):

PID: 026-470-551
Lot 9 Section 6 Township 8 Osoyoos Division Yale District Plan KAP78317

Address of person entitled to register this Certificate of Pending Litigation:

Business Development Bank of Canada
505 Burrard Street
Vancouver, BC V7X 1V3

Charge: Certificate of Pending Litigation

Herewith fee of: $27.00

Full name, address, telephone number of person presenting application:

Alan H. Brown (Law Corporation) on behalf of
Boughton Law Corporation
700 - 595 Burrard Street
P.O. Box 49290
Vancouver, B.C. V7X 1S8
Tel: 604-687-6789 Client Number 010408

Signature of Authorized Agent

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
JAN 16 2009

Gillespie Renkema Barnett Broadway LLP
KAMLOOPS AGENT #10588

S-090374
NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

PLAINTIFF

AND:

BELLA VISTA SERVICES LTD., LEONA SNIDER and IAN RENTON

DEFENDANTS

CERTIFICATE OF PENDING LITIGATION

I CERTIFY that in a proceeding commenced in this Court a claim is made for an estate or interest in land or a right of action in respect of land is given by an enactment other than the *Land Title Act*. The particulars are set out in the attached copy of the document by which claim is made.

Given under my hand and seal of the Court at Vancouver, British Columbia this 16 day of January, 2009.

B. Black
Deputy District Registrar

Registrar

349022.1

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
JAN 16 2009

Form 1 (Rule 8(3))

S-090374

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

PLAINTIFF

AND:

BELLA VISTA SERVICES LTD., LEONA SNIDER and IAN RENTON

DEFENDANTS

WRIT OF SUMMONS

Name and Address of each Plaintiff:

Business Development Bank of Canada
505 Burrard Street
Vancouver BC V7X 1V3

Name and Address of each Defendant:

Bella Vista Services Ltd.
1000 – 840 Howe Street
Vancouver, BC V6Z 2M1

Leona Snider
#8 – 2601 Highway 6
Vernon, BC V1T 5G4

Ian Renton
7981 Silver Star Road
Vernon, BC V1B 3N2

ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom, Canada, and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith.

To the defendant(s): BELLA VISTA SERVICES LTD., LEONA SNIDER and IAN RENTON

TAKE NOTICE that this action has been commenced against you by the plaintiff(s) for the claim set out in this writ.

IF YOU INTEND TO DEFEND this action, or if you have a set off or counterclaim that you wish to have taken into account at the trial, YOU MUST

(a) GIVE NOTICE of your intention by filing a form entitled "Appearance" in the above registry of this court, at the address shown below, within the Time for Appearance provided for below and YOU MUST ALSO DELIVER a copy of the Appearance to the plaintiff's address for delivery, which is set out in this writ, and

(b) if a statement of claim is provided with this writ of summons or is later served on or delivered to you, FILE a Statement of Defence in the above registry of this court within the Time for Defence provided for below and DELIVER a copy of the Statement of Defence to the plaintiff's address for delivery.

YOU OR YOUR SOLICITOR may file the Appearance and the Statement of Defence. You may obtain a form of Appearance at the registry.

JUDGMENT MAY BE TAKEN AGAINST YOU IF

(a) YOU FAIL to file the Appearance within the Time for Appearance provided for below, or

(b) YOU FAIL to file the Statement of Defence within the Time for Defence provided for below.

TIME FOR APPEARANCE

If this writ is served on a person in British Columbia, the time for appearance by that person is 7 days from the service (not including the day of service).

If this writ is served on a person outside British Columbia, the time for appearance by that person after service, is 21 days in the case of a person residing anywhere within Canada, 28 days in the case of a person residing in the United States of America, and 42 days in the case of a person residing elsewhere.

[or, if the time for appearance has been set by order of the court, within that time.]

TIME FOR DEFENCE

A Statement of Defence must be filed and delivered to the plaintiff within 14 days after the later of:

(a) the time that the Statement of Claim is served on you (whether with this writ of summons or otherwise) or is delivered to you in accordance with the Rules of Court, and

(b) the end of the Time for Appearance provided for above.

[or, if the time for defence has been set by order of the court, within that time.]

(1) The address of the registry is:

800 Smithe Street
Vancouver, BC V6Z 2E1

(2) The ADDRESS FOR DELIVERY is:same as (3) below

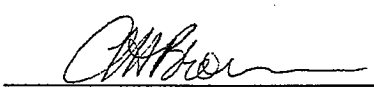
Fax number for delivery (if any): (604) 683-5317

(3) The name and office address of the plaintiff's solicitor is:

Alan H. Brown
Boughton Law Corporation
P.O. Box 49290
700 – 595 Burrard Street
Vancouver, BC V7X 1S8

The plaintiff's claim is: SEE ATTACHED STATEMENT OF CLAIM.

Dated: January 16, 2009



Alan H. Brown
Solicitor for the Plaintiff(s)

This WRIT OF SUMMONS is delivered by Alan H. Brown of Alan H. Brown Law Corporation on behalf of Boughton Law Corporation, whose place of business and address for delivery is PO Box 49290, 700 - 595 Burrard Street, Vancouver, BC V7X 1S8, 604-687-6789. (File No. 72926.95)

Form 13 (Rule 20(1))

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

PLAINTIFF

AND:

BELLA VISTA SERVICES LTD., LEONA SNIDER and IAN RENTON

DEFENDANTS

STATEMENT OF CLAIM

1. The Plaintiff, Business Development Bank of Canada ("BDC"), is duly incorporated pursuant to the laws of Canada with an office at 505 Burrard Street, Vancouver, British Columbia.

2. The Defendant, Bella Vista Services Ltd. ("Bella Vista"), is a company duly incorporated pursuant to the laws of the Province of British Columbia, with its registered office at 1000 – 840 Howe Street, Vancouver, British Columbia, V6Z 2M1.

3. The Defendant, Leona Snider ("Snider"), is a businessperson and a director of Bella Vista, and resides at #8 – 2601 Highway 6, Vernon, British Columbia V1T 5G4.

4. The Defendant, Ian Renton ("Renton"), is a businessperson and a director of Bella Vista, and resides at 7981 Silver Star Road, Vernon, British Columbia V1B 3N2.

5. Snider is the principal of and a shareholder in and a director of a group of companies carrying out a mixed use development ("The Rise") of approximately 735 acres of land situated on an elevated site near Vernon, British Columbia.

6. The development of The Rise is being carried out under the authority of the Okanagan Hills Rezoning Amendment Bylaw 4828 (the "Bylaw") and a Master Development Agreement (the "MDA") with the City of Vernon, both of which were adopted in or about April of 2004.

7. The Rise is intended to be developed as a comprehensive high quality resort with waterfront views, elegant homes, a village centre, an exclusive beach club with boat moorages, and an internationally renowned golf course for its residents and visitors.

8. The Rise includes a multiple staged real estate development at lower elevations, with a golf course located at the higher elevations. In the later stages, building lots are to be developed in the land located between and among the holes on the 18 hole championship golf course (the "Golf Course").

9. On or about July 5, 2005 an irregular shaped lot more particularly known and described as:

   Parcel Identifier: 026-327-007
   Lot 2 Section 31 Township 9 and Section 6 Township 8 Osoyoos
   Division Yale District Plan KAP78315
   ("Golf Lot 2")

   was created at The Rise by the registration of a subdivision plan. Lot 2 was intended to provide the lands required for the Golf Course.

10. The development land which is located between and among the land on which the holes of the Golf Course are located, is more particularly known and described as:

    Parcel Identifier: 026-469-022
    Lot 2 Section 6 Township 8 and Section 31 Township 9 Osoyoos

Division Yale District Plan KAP 78317 Except Plans KAP85528
("Development Lot 2")

11. The registered owner of Development Lot 2 is Y-K Projects Ltd. as bare trustee for the beneficial owner, Okanagan Hills Development Corporation ("OHDC"). The registered and beneficial owner of Golf Lot 2 is Y-K Projects Ltd. ("Y-K").

12. The Defendant Snider is the President, the sole director and the operating mind of Y-K. The Defendants Snider and Renton are the only directors and operating minds of OHDC.

13. The Defendant Renton is a principal of Black Paw Construction Inc. ("Black Paw"), and is experienced with golf course construction. Snider entered into an agreement with Renton and/or Black Paw that Renton and Black Paw would work with the designers of the Golf Course and assume responsibility for the development and construction of what would be called the Golf Course at The Rise.

14. The construction of the Golf Course, and its ultimate operation, was carried out under the direction of The Golf Club at the Rise Ltd.

15. On or about November 4, 2005 a parcel of land was created adjacent to Golf Lot 2, which was more particularly known and described as:

Parcel Identifier: 026-470-551
Lot 9 Section 6 Township 8 Osoyoos Division Yale District
Plan KAP78317
("Lot 9")

16. The Defendant, Bella Vista is the registered owner of Lot 9.

17. The Defendant Bella Vista is a wholly owned subsidiary of OHDC and was created to provide, operate, maintain, repair and manage the landscaping, irrigation, snow removal and other systems and services for The Rise.

18. The Defendants Snider and Renton are the only directors and the operating minds of Bella Vista.

19. On or about May 2, 2006 the Plaintiff, BDC, agreed to loan the aggregate sum of $4,450,000 consisting of two loans, each in the amount of $2,250,000 ("Loans 01 and 02") to The Rise Golf Club Ltd. The Commitment Letter from BDC to The Rise Golf Club Ltd. dated May 2, 2006 specified that as security for Loans 01 and 02, BDC was entitled to receive:

> "First Mortgage on land (approx. 210 acres) comprising the golf course known as The Rise Golf Club (legally described as Lot 2, Subdivision Plan of the South ½ of Section 6, shown on Plan B3395, Township 8; that part of Section 31 shown on Plan B3395, Township 9, except plans 20223 and 40116; ant Parcel 2 (Plan A911) of the South ½ and Northeast ¼ of Section 31, Township 9, except plans 20223 and 40116; all ODYD) and buildings located at The Rise Golf Club, Vernon B.C. Building location survey or title insurance required."

20. Underlying condition 2 of the May 2, 2006 commitment letters for Loans 01 and 02 specified as follows:

> "The borrower undertakes to ensure that temporary and permanent clubhouse facilities are to be constructed only on those lands charged by the Bank under the Bank's security. The borrower understands that the Bank will require appropriate security such that access to/from the golf course/clubhouse is not impeded. The Bank will consider releasing non-golf course/clubhouse related lands wich are appropriately subdivided for other resort development projects."

21. As at May 2, 2006 BDC understood that The Rise Golf Club Ltd. was to be the registered owner of Golf Lot 2.

22. Between May 2, 2006 and July 7, 2006 BDC was informed that Y-K was to be the registered and beneficial owner of Golf Lot 2 and that The Golf Club At The Rise Ltd. would supervise the construction of and be the operator of the Golf Course.

23. On or about May 17, 2006 Black Paw Golf changed its name to The Golf Club at the Rise Ltd.

24. On or about July 7, 2006 BDC issued a letter (the "July 2006 Letter") to The Golf Club at the Rise Ltd. in which it agreed to amend the terms of Loans 0 1 and 02 so as to, among other things, delete the passage set out in paragraph 19 above and insert in its place the following:

> Guarantee of Y-K Projects Ltd. for the full amount of loans 034733-01 and 03433-02 outstanding supported by a first mortgage on land (approx. 210 acres) legally described as Lot 2, Plan KAP 78315, Section 6 & 31, Township 8, Osoyoos Division Yale District and buildings located at The Golf Club at the Rise. (Building location survey or title insurance required)....Guarantee and mortgage to apply to both loans 034733-01 and 034733-02."

25. Pursuant to the July 7, 2006 Letter, Underlying condition 2 of the May 2, 2006 commitment letters for Loans 01 and 02 was amended to specify as follows:

> "The borrower undertakes to ensure that temporary and permanent clubhouse facilities are to be constructed only on those lands charged by the Bank under the Bank's security. The borrower understands that the Bank will require appropriate security such that access to/from the golf course/clubhouse is not impeded. The Bank will release non-golf course/clubhouse related lands wich are appropriately subdivided for other resort development projects."

26. On or about October 4, 2006 BDC registered mortgage no. CA303575 against Golf Lot 2.

27. By a letter dated July 17, 2007 to The Golf Club at the Rise Ltd., BDC agreed to offer loan no 034733-03 ("Loan 03") to supersede Loan 01 in the same amount and on the terms, among others, set out in paragraphs 24 and 25 above.

28. In or about 2007 construction commenced on the Golf Course. Construction of the Golf Course was substantially completed during 2007 and the Golf Course opened for customers in June of 2008.

29. During the course of construction, the designers of the Golf Course suggested certain changes to the initial design (the "Golf Course Changes") with the objective of improving the Golf Course.

30. With full knowledge that the Golf Course Changes would place parts of the Golf Course outside the boundaries of Golf Lot 2, Snider and Renton agreed to those changes and caused the Golf Course to be built partly outside the boundaries of Golf Lot 2.

31. Snider and Renton agreed to the changes that caused the Golf Course to be built partly outside the boundaries of Golf Lot 2 on the basis, express or implied, that:

    (a) all persons affected by the Golf Course Changes, including but not limited to Bella Vista, agreed that the boundaries of Golf Lot 2 would be adjusted after the Golf Course was completed such that the entire Golf Course, the Clubhouse and the parking lot for the Golf Course would be located entirely within the boundaries of Golf Lot 2; and

    (b) BDC was entitled to and would receive a first mortgage over the entire Golf Course, the Clubhouse and the parking lot for the Golf Course.

32. All or substantially all of the 16th hole and part of the 15th of the Golf Course were built on Lot 9.

33. Bella Vista acquiesced in the expenditure of money for the construction of part of the Golf Course on Lot 9.

34. BDC's loans paid for all or substantially all the goods and services applied to build parts of the Golf Course on Lot 9.

35. The balance due and owing to BDC on Loans 02 and 03 as at December 2, 2008 was $5,037,289.69. Loans 02 and 03 remain outstanding and interest has continued to accrue from and after December 2, 2008.

36. Bella Vista has been unjustly enriched by the construction of parts of the Golf Course on its lands.

37. BDC has suffered a corresponding detriment to Bella Vista's unjust enrichment in that BDC did not receive a first mortgage or any mortgage over Lot 9.

38. There is no juridical reason for the said enrichment of Bella Vista.

39. In the alternative, Bella Vista holds that portion of Lot 9 on which the Golf Course is situated in trust for Y-K and BDC by virtue of an express, constructive or resulting trust.

WHEREFORE the Plaintiff claims as follows:

a) a declaration that Bella Vista has been unjustly enriched to the detriment of BDC;

b) a declaration that all those portions of Lot 9 on which the Golf Course is situated are held by Bella Vista in trust for Y-K and BDC;

c) a declaration that BDC is entitled to a mortgage against all those portions of Lot 9 on which the Golf Course is situated;

d) for a certificate of pending litigation in respect of Lot 9;

e) general and special damages;

f) costs; and

g) such further relief as this Court deems just.

Place of Trial: Vancouver, British Columbia

Dated: January 19, 2008

Alan H. Brown
Solicitor for the Plaintiff

This STATEMENT OF CLAIM is filed by Alan H. Brown of Alan H. Brown Law Corporation on behalf of Boughton Law Corporation, whose place of business and address for delivery is PO Box 49290, 700- 595 Burrard Street, Vancouver, BC V7X 1S8, 604-687-6789. (File No. 72926.95)

EXHIBIT" M "

AGREEMENT

This AGREEMENT made this 19th day of May, 2006, by and between THE GOLF CLUB AT THE RISE LTD.. (hereinafter referred to as "Developer"), and FRED COUPLES ENTERPRISES, INC. (hereinafter "Consultant"), a corporation with primary offices at 1851 Alexander Bell Drive, Suite 410, Reston, Virginia 20191.

RECITALS

A. Developer is developing a golf course project in Vernon, British Columbia (hereinafter "Project"). The Project will consist of one (1) eighteen (18) hole course. In connection with the development of the Project, Developer desires to have Fred Couples serve as golf course design consultant to the development team of the Project, and Fred Couples has agreed to work with Developer on the golf course design plan in conjunction with Gene Bates Golf Design (hereinafter "Designer").

B. Fred Couples has entered into an employment agreement with Consultant whereby all golf course design services performed or to be performed by Fred Couples must be performed for or with the consent of Consultant.

C. It is further understood that Developer is desirous of using the Fred Couples' name as the golf course design consultant for the Project in promotional literature and as part of Developer's golf course marketing activities and strategy.

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. DEFINITIONS:

A. Couples Endorsement:

"Couples Endorsement" shall be deemed to include the name, signature, initials, likeness, photograph and endorsement of Fred Couples.

B. Term of Agreement:

The term of this Agreement is from the date of the execution hereof to the completion of the Project. Should the completion of the Project be delayed due to circumstances beyond the control of Developer, this Agreement shall be extended accordingly, but in no event later shall this Agreement be extended beyond thirty six (36) months from the date of this Agreement.

2. CONSULTATION AND ENDORSEMENT SERVICES:

A. Golf Course Design Services:

Consultant shall provide the services of Fred Couples to consult on the golf course design for the Project. Fred Couples will make recommendations on all aspects of each golf course, including, but not limited to, course difficulty, sizing, sloping and placement of greens, and width and placement of fairways. Developer agrees that the Designer will work closely with Fred Couples to implement his ideas as completely as possible. Fred Couples may make recommendations, however, which are not feasible due to soil conditions, water runoff and other environmental reasons. In such situations, Fred Couples will review alternative design ideas with the Designer to determine changes which are more appropriate to the physical conditions and still fit each golf course plan.

Fred Couples will also provide consulting services for the Project during the construction phase, and such other consultation services as shall be reasonably requested by Designer. It is further understood that such consultation services shall consist of Fred Couples visiting the Project location for a one (1) day visit to review the property and give his golf course design ideas, during the construction or grassing periods, as mutually agreed by Developer and Consultant.

In addition, Fred Couples shall make a one-day appearance at the "Grand Opening" of the Project. The dates for these appearances will be agreed upon as far in advance as possible between Developer and Fred Couples.

All visits of Fred Couples to the Project shall be coordinated and approved in advance with O. Lynn Roach, Jr. of Players Group, Inc., and shall be scheduled when such visits fit into Fred Couples' schedule of tournament play and other personal appearances. Further, Developer shall reimburse Fred Couples or Consultant for all expenses incurred in connection with all visits to the golf course site, including, but not limited to, first-class airline transportation as required, hotel accommodations, meals and all local transportation.

B. Endorsement Services:

As part of this Agreement, the Project may be identified as a "Fred Couples signature course" and Developer will be able to use this fact in marketing the Project.

Consultant shall permit the Couples Endorsement to be shown on promotional materials in such capacity, and use of the Couples Endorsement in any promotional materials shall be subject to Couples' approval as provided in paragraph Three (3) of this Agreement.

C. Exclusivity Terms:

The Consultant agrees not enter into any golf design projects in the Canadian provinces of British Columbia or Alberta for a period of two (2) years, and within the Okanagan Valley for a period of five (5) years following the execution of this agreement without written approval from the Developer.

3. ENDORSEMENT APPROVAL:

Players Group, Inc., on behalf of Fred Couples and Consultant, shall approve or disapprove in advance and in writing all advertising, promotional and publicity material containing the Couples' Endorsement. Players Group, Inc. shall have ten (10) business days after receipt of materials to

approve or respond in detail as to its objection to said material. Should Players Group, Inc. fail to respond within the stipulated period, Owner shall consider the material approved. Only approved material shall be used for advertising, promotional, endorsement and publicity purposes and such approval shall not be unreasonably withheld. Players Group, Inc. shall upon request by Owner supply or assist Owner in obtaining materials such as photographs and biographical data of Fred Couples to be used by Owner in its promotional material for the Project.

4. COMPENSATION:

Developer shall pay Consultant fees as described herein for the services provided to the Project.

Total compensation will be Four Hundred Thousand U.S. Dollars (US$400,000). Payments will be made to Consultant as follows: 1) Fifty Thousand U.S. Dollars (US$50,000) upon execution of this Agreement; 2) Five (5) payments of Fifty Thousand U.S. Dollars (US$50,000) each, to be made on July 1, 2006, September 1, 2006, November 1, 2006, February 1, 2007, and April 1, 2007; and 3) One Hundred Thousand U.S. Dollars (US$100,000) on July 1, 2007.

Fred Couples or Consultant will be reimbursed for all expenses incurred in connection with all visits to the Project site, including, but not limited to, first-class airline transportation as required, hotel accommodations, meals and all local transportation.

5. DEBTS AND INDEMNIFICATION:

5.1 Fred Couples and/or Consultant shall not be liable for any debts or obligations of Developer resulting directly or indirectly from the aforesaid use and exploitation of the Couples Endorsement and design work. Developer shall make no representation or in any way imply in its actions or failure to act that Fred Couples and/or Consultant is or will be liable for debts or obligations of Developer. Further, Developer shall furnish Fred Couples and/or Consultant with prompt notice of any claims or legal procedures initiated against any of the parties herein which are

based upon the services, materials or rights furnished in performance or attempted performance of this Agreement.

5.2 Developer shall not be liable for any debts or obligations of Fred Couples and/or Consultant resulting directly or indirectly from the aforesaid use and exploitation of the Couples Endorsement and design work. Fred Couples and/or Consultant shall make no representation or in any way imply in its actions or failure to act that Developer is or will be liable for debts or obligations of Fred Couples and/or Consultant. Further, Fred Couples and/or Consultant shall furnish Developer with prompt notice of any claims or legal procedures initiated against any of the parties herein which are based upon the services, materials or rights furnished in performance or attempted performance of this Agreement.

5.3 Developer shall indemnify and hold harmless Fred Couples and/or Consultant from and against any and all liability for injuries to persons or damage to property arising out of or caused by Developer through its development activities. This indemnity shall extend to all claims made against Fred Couples and/or Consultant including but not limited to claims for commercial losses, personal injury, property damages, loss of use, consequential damages or otherwise.

5.4 Developer agrees, at their own expense, to obtain and maintain general comprehensive liability insurance and professional liability insurance, in form and with an insurance company satisfactory to Consultant, insuring Fred Couples and Consultant as named insureds, against any claims, suits, losses and damages arising out of or caused by Fred Couples' and/or Consultant's performance hereunder. Such insurance shall be maintained with limits of not less than Five Million U.S. Dollars (U.S.$5,000,000) per occurrence. Said policies of insurance shall remain in force for the duration of this Agreement and any extension thereof, and shall provide that claims under the policies may be filed up to four (4) years after the termination of the policies. A copy of the insurance policies shall be provided to Consultant within thirty (30) days after the insurance is

obtained. Developer shall instruct the insurance company to provide Consultant with notices of any changes to the policy, copies of such changes and notification of any claims made against the policy whether or not such claims name Fred Couples or Consultant, and shall also insure that all coverages provided to conform with the state insurance regulations in effect in the Province of British Columbia.

6. TERMINATION:

6.1 If Developer breaches any of the terms and provisions of this Agreement on its part to be performed, whether such breach pertains to a default in payment or otherwise, Consultant shall have the right, if it so elects, to serve upon Developer a written notice of its intention to terminate this Agreement.

(a) Developer shall, thereupon, have a period of thirty (30) days within which to remedy the breach.

(b) If Developer fails duly to remedy the same, then upon the expiration of the thirty (30) days this Agreement shall terminate and Developer shall have no further rights hereunder but shall have the continuing obligation to fully reimburse Consultant for all expenses incurred under the terms of this Agreement, to pay Consultant the compensation amounts presented in paragraph Four (4) above, in accordance with the terms of this Agreement, and to maintain Consultant and Fred Couples as named insureds under the terms of the above referenced insurance policy for a period of not less than four (4) years from the date of such termination through Developer so long as such continuing coverage is commensurate with the aforementioned insurance policy.

(c) Notwithstanding such termination, Consultant's rights arising out of this Agreement or in connection therewith or existing prior thereto shall nevertheless continue in full force and effect, including Consultant's right to sue for damages caused to it by Developer's breach and Consultant's right to receive earned but unpaid compensation.

(d) In the event of such termination due to a default of Developer, Developer agrees to remove any references to Fred Couples from the project signage and to discontinue the use of Fred Couples' name from all marketing and promotional material within thirty (30) days of such termination.

6.2 If Developer becomes insolvent, or if a petition in bankruptcy or for reorganization is filed by or against it or if any insolvency proceedings are instituted by or against it under State or Federal U.S. laws, or if it makes an assignment for the benefit of its creditors, or if a receiver is appointed for its property and business, or if it liquidates its business in any manner whatsoever, or if any distress, execution or attachment is levied on such of its equipment as is used in the business and remains undischarged for a period of sixty (60) days, or if Developer abandons the construction or operation of the golf course, or in the event of any litigation being instituted against Developer, including but not limited to, any mortgage or mechanics' lien foreclosure, any governmental or environmental action, or any civil or criminal proceeding which has a material adverse affect upon the Project or Developer, Consultant shall have the right, if it so elects, to terminate this Agreement, and the rights herein granted upon five (5) days notice in writing to Developer. Upon expiration of such five (5) days, this Agreement and the rights hereby granted shall immediately cease and terminate but Developer shall nevertheless continue to be liable to Consultant as provided in Section Four (4) of this Agreement.

6.3 If Consultant defaults in the performance or observance of any material obligation, term or condition contained herein on its part to be performed or observed, and fails to completely remedy, cure and remove such default and to deliver written notice and evidence satisfactory to Developer certifying the particulars of such remedy, cure or removal within thirty (30) days after the date of receipt of written notice of such default sent by Developer to Consultant, Developer shall have the right, at its option, to terminate this Agreement.

In the event of such termination, the parties agree that the compensation due Consultant pursuant to Section Four (4) of this Agreement shall be prorated to the date of termination and paid to Consultant within thirty (30) days of termination of this Agreement.

7. MANAGEMENT REPRESENTATION:

Consultant acknowledges and represents that it has appointed Players Group, Inc. ("PGI" herein) as its exclusive management representative in this Agreement. Developer and Consultant agree that PGI shall be deemed to be the exclusive management representative of Consultant for the purposes of this Agreement and that all payments, notices, statements or other documents required or permitted to be given hereunder shall be sent directly to Consultant in care of PGI or as PGI may otherwise direct.

8. NOTICES:

8.1 Addresses: All notices, statements and payments provided for by the Agreement shall be sent to the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing:

CONSULTANT:	DEVELOPER:
Fred Couples Enterprises, Inc.	The Golf Club at The Rise Ltd.
c/o Players Group Inc. Suite 410 1851 Alexander Bell Drive Reston, Virginia 20191	2749 30th Street Vernon, British Columbia V1T 5C6 Canada
703-476-1717 703-476-7816 Telefax	250-542-5111 250-549-4690 Telefax

8.2 Manner of Notice: Whenever notice is required to be given under this Agreement, the respective party giving notice will sign said notice and will have notice mailed by registered mail, return receipt requested to the other party, and such shall be deemed good and sufficient notice.

9. JOINT VENTURE, PARTNER:

Nothing contained within this Agreement shall be construed to constitute the Developer and Fred Couples as partners or joint venturers. Developer agrees it shall have no power to obligate or bind Consultant in any manner whatsoever. It is further understood and agreed that Fred Couples is an independent contractor and not an employee of Developer.

10. ASSIGNMENT:

Nothing herein shall prevent Consultant from assigning the monetary benefits of this Agreement as it may so desire. Developer may not assign this Agreement without the prior written consent of Consultant.

11. MODIFICATION OF DESIGN OF GOLF COURSE:

The parties acknowledge and agree that Developer or future owners of the Project will not make any changes or modifications to the design and layout of the Project without the prior written consent of Consultant, which consent may not be unreasonably withheld.

However, Consultant or Fred Couples shall retain the right to withhold approval of changes to the golf course design if in Consultant's or Fred Couples' sole opinion the changes would impact the overall design to such an extent that the design no longer conforms to the style and composition intrinsic to the design strategy of Fred Couples. If such changes are made and Consultant or Fred Couples does not approve of the changes as conforming to the original design strategy, then Consultant shall inform Developer, and Developer shall immediately remove Couples' Endorsement from any and all signage, advertising and promotional materials, and any other use at the Project.

12. CONTROLLING LAW AND ARBITRATION:

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia, U.S.A., entirely independent of the forum in which the Agreement or any part of it may come up for construction, interpretation or enforcement. Owner agrees to submit to the personal jurisdiction of a Virginia state or Federal court and also to accept service of process in Virginia in accordance with Virginia law.

13. WAIVER MODIFICATION:

No term hereof may be waived or modified except in writing, signed by both parties. The failure or delay of either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver or a modification thereof, and either party may within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all such rights. No person, firm, group or corporation is a third party beneficiary hereof, except as provided in Section Eleven (11) of this Agreement.

14. HEADINGS:

The titles to the paragraphs and subparagraphs of this Agreement are included herein solely for convenience, are not a part of this Agreement and do not in any way limit or amplify the terms of this Agreement. All nouns, pronouns and relative terms shall be deemed to be masculine, feminine or neuter, singular or plural, as the context may indicate.

15. BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs or permitted successors, assigns and legal representatives.

16. AUTHORIZATION:

Consultant and Developer hereby represent that all necessary corporate proceedings have been taken by each party to authorize the transaction contemplated by a duly authorized officer of

each party and, upon execution by each party, shall constitute a valid and binding Agreement of each party in accordance with its terms.

17. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. SURVIVAL OF TERMS:

Except as otherwise provided in this Agreement, the terms, conditions and covenants contained in this Agreement shall survive any breach or other termination of this Agreement.

19. ENTIRE AGREEMENT:

This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings other than those hereinabove contained.

IN WITNESS WHEREOF, the parties hereto have signed and acknowledged this Agreement.

FRED COUPLES ENTERPRISES, INC.

by: _____ 5/10/06
FRED COUPLES, PRESIDENT DATE

THE GOLF CLUB AT THE RISE LTD.

by: _____ 5/17/06
IAN RENTON, PRESIDENT DATE