

THE QUEEN'S BENCH
Winnipeg Centre

BETWEEN:

NICOLE BLASKO

Representative Plaintiff

- and -

NATIONAL MONEY MART COMPANY carrying on business
under the Name and Style of "Money Mart"

Defendant

(Brought under *The Class Proceedings Act*, C.C.S.M. c. 130)

AMENDED STATEMENT OF CLAIM

FILED
THE QUEEN'S BENCH

NOV 30 2012

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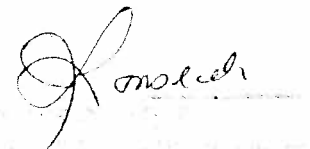
Defendant

(Brought under The Class Proceedings Act, C.C.S.M. c.130)

30 of November

2012

AMENDED STATEMENT OF CLAIM



TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Representative Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a Manitoba lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Queen's Bench Rules*, serve it on the Representative Plaintiff's lawyer or, where the Representative Plaintiff does not have a lawyer, serve it on the Representative Plaintiff and file it in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Manitoba.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

IF YOU PAY THE REPRESENTATIVE PLAINTIFF'S CLAIM, and \$300 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you

may pay the representative plaintiff's claim and \$300 for costs and have the costs assessed by the court.

April 26, 2004

Issued by:

"L. Casselin"
Deputy Registrar
100C - 408 York Avenue
Winnipeg, Manitoba R3C 0P9

TO:

National Money Mart Company
c.o.b. under the name and style of MONEY MART,
Suite 099, 1959 Upper Water Street
Halifax, Nova Scotia B3J 3N2

AND, PURSUANT TO THE *Class Proceedings Act*, s. 42, TO:

The Attorney General of Manitoba
104 Legislative Building
450 Broadway
Winnipeg, Manitoba
R3C 0V8

THE QUEEN'S BENCH
Winnipeg Centre

BETWEEN:

NICOLE BLASKO

Representative Plaintiff

- and -

NATIONAL MONEY MART COMPANY carrying on business
under the Name and Style of "Money Mart"

Defendant

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AMENDED STATEMENT OF CLAIM

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THE QUEEN'S BENCH
Winnipeg Centre

BETWEEN:

NICOLE BLASKO

Representative Plaintiff

- and -

NATIONAL MONEY MART COMPANY carrying on business
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Defendant

(Brought under *The Class Proceedings Act, C.C.S.M. c.130*)

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AND, PURSUANT TO THE *Class Proceedings Act*, s. 42, TO:

The Attorney General of Manitoba
104 Legislative Building
450 Broadway
Winnipeg, Manitoba
R3C 0V8

CLAIM

Relief Sought

1. The Representative Plaintiff claims against the Defendant, on her own behalf and on behalf of the members of the class of persons described in paragraph 3, herein, for:

- (a) An Order certifying this proceeding as a Class Proceeding, in accordance with the provisions of *The Class Proceedings Act*, C.C.S.M. c.C130 and amendments thereto and Regulations thereunder (“the Act”);
- (b) A declaration that the standard First Party Cheque Cashing Fees charged by the Defendant National Money Mart Company, carrying on business under the Name and Style of “Money Mart” (“Money Mart”), upon repayment of a Payday Loan pursuant to Money Mart cashing the post-dated first party cheque provided by Class members in order to obtain a Payday Loan, are interest within the meaning of and for the purpose of s. 347 of the Criminal Code, R.S.C. 1985, c-46.
- (c) A declaration that all agreements and arrangements made by Money Mart for the advance of Payday Loans to Class members, resulted in the receipt of interest at a criminal rate contrary to s. 347 of the *Criminal Code* and as such the agreements or arrangements are unlawful and void;
- (d) A declaration that all agreements and arrangements made by Money Mart for the advance of Payday Loans failed to comply with the disclosure requirements of The Consumer Protection Act C.C.S.M. c.C200 in force at the material times;
- (e) A declaration that all agreements and arrangements made by the Defendant for the advance of Payday Loans are “excessive, harsh or unconscionable” in accordance with *The Unconscionable Transactions Relief Act*, C.C.S.M. c.U20 (“UTRA”);

- (f) a declaration that all First Party Cheque Cashing Fees received by Money Mart from the Plaintiff and Class members upon repayment of the Payday Loan, pursuant to Money Mart cashing the post-dated first-party cheque provided by Class members in order to obtain a Payday Loan, were received and are held on constructive trust for the benefit of the Plaintiff and Class members;
- (g) An accounting or restitution to the Plaintiff and Class members of all First Party Cheque Cashing Fees received by Money Mart from the Plaintiff and Class members, pursuant to Money Mart cashing the post-dated first party cheques provided by the Plaintiff and Class members in order to obtain their Payday Loans;
- (h) repayment of all First Party Cheque Cashing Fees received by Money Mart as a result of the harsh and unconscionable transactions, pursuant to UTRA, s. 2(c);
- (i) repayment of all First Party Cheque Cashing Fees received by Money Mart as amounts received in excess of the amount permitted by the Consumer Protection Act, pursuant to s. 25(3), in respect of Payday Loans advanced before April 1, 2007, and s. 53, in respect of Payday Loans advanced on or after April 1, 2007;
- (j) compensation for losses incurred by Class members in pursuing their legal rights as a result of breaches of the Consumer Protection Act, pursuant to the Consumer Protection Act, s. 54(1), in respect of Payday Loans advanced on or after April 1, 2007;
- (k) pre-judgment and post-judgment interest on all amounts found to be owing, pursuant to the Court of Queen's Bench Act, C.C.S.M. c.C-280, as amended.

2. The Representative Plaintiff, Nicole Blasko, is a resident of Winnipeg, Manitoba.

3. The Representative Plaintiff brings this action on her own behalf and on behalf of all persons who have borrowed money as a “Payday Loan” or “Fast Cash Advance Loan” from a Money Mart store in Manitoba, and have repaid that loan using the post-dated first party cheque provided in order to obtain the loan, between March 11, 1998 and October 18, 2010 (the “Class”).

4. The Defendant carries on business under the name and style of Money Mart (“Money Mart”) and is a company incorporated under the laws of Nova Scotia and by amalgamation, is extra-provincially registered in Manitoba and carries on business in Winnipeg, in Manitoba and elsewhere in Canada.

The Payday Loan Business

5. At all material times, Money Mart provided short-term loans for small amounts known as “Fast Cash Advances” or “Payday Loans” (collectively, “Payday Loans”). Money Mart markets and intends these Payday Loans to be used by borrowers as a means to bridge short-term cash needs between paydays.

6. Both the term and the maximum amount of the Payday Loans provided by Money Mart are set by Money Mart, in accordance with its standard operating procedures, in relation to the borrower’s next scheduled “payday”, meaning the next date on which the borrower will receive the next payment from the borrower’s source of income, either from employment or some other form of regular payment such as a pension, unemployment insurance or disability benefit.

7. At all material times, Money Mart’s standard operating procedures provided that:

- (a) each borrower must execute Money Mart’s standard form Payday Loan agreement, in the form then used by Money Mart, the terms of which are not negotiable and have not been renegotiated by Money Mart;

- (b) the maximum term of a Payday Loan could be up to 31 days but could not exceed the borrower's next scheduled payday;
- (c) the "due date" of the Payday Loan recorded in the standard form Payday Loan agreement must be set as the day before the borrower's next scheduled payday; and
- (d) the maximum amount of a Payday Loan could not exceed 30% of the amount the borrower would receive on the borrower's next scheduled payday, up to July 1, 2004 and, subsequent to that date, could not exceed 40% of that amount.

8. At all material times, Money Mart advanced Payday Loans on terms that required the borrower, upon execution of Money Mart's standard form Payday Loan agreement and in order to obtain the Payday Loan, to provide Money Mart with a first party cheque, meaning a cheque payable to the borrower and endorsed by the borrower, post-dated to the date of the borrower's next scheduled payday and in an amount equal to:

- a. the principal amount of the Payday Loan;
- b. interest on the Payday Loan calculated in accordance with the terms of the standard form Payday Loan agreement then used by Money Mart; and
- c. Money Mart's standard "First Party Cheque Cashing Fee" calculated in accordance with the terms of the standard form Payday Loan agreement then used by Money Mart.

9. Each of the standard form Payday Loan agreements used by Money Mart in providing Payday Loans calculates an amount stated to be interest on the Payday Loan, to be included in the amount of the post-dated first party cheque the borrower must provide in order to obtain the Payday Loan, which amount is calculated at an effective annual rate of interest of at least 59%.

10. Each of the standard form Payday Loan agreements used by Money Mart in providing Payday Loans sets out a formula for calculating the amount of Money Mart's standard First Party Cheque Cashing Fees, to be included in the amount of the post-dated first party cheque the borrower must provide to Money Mart in order to obtain the Payday Loan, which formula sets the First Party Cheque Cashing Fee as the sum of:

- a. an amount equal to a percentage of the principal amount of the Payday Loan, which percentage has ranged from 2.90% to 16.26% in the standard form Payday Loan agreements used by Money Mart from time to time; and
- b. a set dollar amount, which amount has ranged from \$2.49 to \$14.99 in the standard form Payday Loan agreements used by Money Mart from time to time.

11. Each of the standard form Payday Loan agreements used by Money Mart in advancing Payday Loans provides that the borrower must repay the principal amount of the Payday Loan, with interest as calculated on the Payday Loan agreement, in cash on the "due date" set by the standard form Payday Loan agreement, which under Money Mart's standard operating procedures is set as the day before the borrower's next scheduled payday. Each of the standard form Payday Loan agreements provides further that if the borrower does not repay this amount in cash before the borrower's next payday, the loan will be repaid by Money Mart cashing, on the borrower's payday, the post-date first party cheque provided by the borrower in order to obtain the Payday Loan.

12. The substance of the terms on which Money Mart has advanced Payday Loans as set out in paras. 5 through 11 above, and the true character and effect in law of those terms, is that the Payday Loans provided by Money Mart are loans until the borrower's next payday, with a right provided to the borrower to prepay that loan in cash before the borrower's next payday and thereby avoid payment of Money Mart's standard First Party Cheque Cashing Fee which the borrower is otherwise required to pay in order to obtain the benefit of the Payday Loan until the borrower's next payday.

13. Money Mart has advanced Payday Loans to the Class members in the manner and on the terms as set out in paras. 5 through 11 above, and has collected repayment of at least one Payday Loan from each of the Class members through cashing the post-dated first party cheque the Class member was required to provide in order to obtain the Payday Loan. As a result, Money Mart has collected from each Class member in respect of at least one Payday Loan:

- a. the principal amount of the Payday Loan immediately upon expiry of the loan term, which in every case was within 31 days of the loan advance;
- b. interest calculated on the principal amount of the Payday Loan calculated at an effective annual rate of at least 59% for the loan term; and
- c. an additional sum in the amount of Money Mart's standard First Party Cheque Cashing Fee, which in every case exceeds 2.90% of the principal amount of the loan advanced.

The Representative Plaintiff's Payday Loans

14. The Representative Plaintiff obtained Payday Loans on various occasions from Money Mart, including a Payday Loan obtained on March 26, 2004 for the sum of \$100.00. The loan was due and repaid 13 days later on April 8, 2004.

15. The amounts collected by Money Mart for that loan were as follows:

- (a) a loan amount of \$100.00;
- (b) interest of \$1.78, wrongly shown on the Standard Form Agreement as \$1.52;
- (c) a standard first party cheque cashing fee in the amount of 7.99% of the amount of the loan plus interest in the amount of \$7.99; and
- (d) a \$9.99 per item fee;
- (e) for a total amount of \$119.76.

16. The Plaintiff repaid each of the Payday Loans she obtained from Money Mart by Money Mart cashing on the Plaintiff's payday the post-dated first party cheque that the Plaintiff was required to provide Money Mart in order to obtain each Payday Loan, as set out in paragraph 8 above.

17. As a result of the repayment by the Plaintiff of her Payday Loans through Money Mart cashing the post-dated first party cheque provided by the Plaintiff in order to obtain the Payday Loans, Money has received in respect of each of the Plaintiff's Payday Loans:

- (a) repayment of the principal amount of each Payday Loan immediately upon expiry of the loan term, and in every case, within 15 days of the loan advance;
- (b) interest calculated on the principal amount of the Payday Loan at an effective annual rate in excess of 58% for the loan term; and
- (c) an additional sum in the amount of Money Mart's standard First Party Cheque Cashing Fee, which in every case is in excess of 3% of the principal amount advanced.

S. 347(1) of the Criminal Code

18. Money Mart's standard First Party Cheque Cashing Fee charged and collected by Money Mart from Class members, pursuant to the terms of Money Mart's standard form Payday Loan agreements by which each Payday Loan was advanced to the Class members, including the standard First Party Cheque Cashing Fee charged and collected by Money Mart in respect of the Plaintiff's Payday Loans, constitute interest for the purpose of s. 347(1) of the *Criminal Code*.

19. Money Mart's standard First Party Cheque Cashing Fee charged and collected by Money Mart from Class members, pursuant to the terms of Money Mart's standard form Payday Loan agreements by which each Payday Loan was advanced to the Class members, including the

standard First Party Cheque Cashing Fee charged and collected by Money Mart in respect of the Plaintiff's Payday Loans, constitutes interest for the purpose of s. 347(1) of the *Criminal Code*.

20. The effective annual rate of interest paid by the Class members and earned by Money Mart as a result of the collection by Money Mart of Money Mart's standard First Party Cheque Cashing Fee from Class members upon repayment of their Payday Loans, by Money Mart cashing the post-dated first party cheque provided to it by the Class members at the time of the advance of their Payday Loans, including the effective annual rate of interest paid by the Plaintiff and earned by Money Mart as a result of the collection by Money Mart of its First Party Cheque Cashing Fees in respect of the Plaintiff's Payday Loans, in every case far exceeds 60% on the principal amount of each Payday Loan advanced, calculated in accordance with generally accepted actuarial practices and principles, and constitutes a criminal rate of interest as defined in s. 347(1) of the *Criminal Code*.

21. The terms of the standard form Payday Loan agreements used by Money Mart to advance Payday Loans to Class members, including the Plaintiff, required them to pay Money Mart's First Party Cheque Cashing Fee in order to obtain the benefit of the Payday Loan until their next payday, in an amount resulting in an effective rate of interest on the Payday Loan in excess of 60%, and, therefore, in every case those agreements constitute agreements to receive interest at a criminal rate, contrary to s. 347(1) of the *Criminal Code*.

22. The collection by Money Mart of Money Mart's standard First Party Cheque Cashing Fees from the Class members upon repayment of their Payday Loans, by Money Mart cashing the post-dated first party cheque provided to Money Mart by the Class members at the time of the advance of their Payday Loans, including the collection by Money Mart of its standard First Party Cheque Cashing Fee in respect of the Plaintiff's Payday Loans, constitutes the receipt of interest at a criminal rate, contrary to s. 347(1) of the *Criminal Code*.

23. Money Mart has knowingly and deliberately entered into agreements for the advance of its Payday Loans to Class members on terms which offend s. 347(1) of the *Criminal Code*, and received loan fees that violate s. 347(1), for the purpose of receiving an unlawful rate of return on the Payday Loans advanced to Class members.

Section 347.1 of the *Criminal Code*

24. In May 2007, amendments to the *Criminal Code* to add s. 347.1 came into force. Section 347.1 exempts a “payday loan” as defined by that section from the scope of s. 347(1) of the *Criminal Code* if, and only if, the payday loan was made in compliance with provincial regulations and the province in which it was made has been designated by the Governor-in-Council pursuant to s. 347.1.

25. The Payday Loans provided by Money Mart to borrowers constitute a “payday loan” for the purpose of s. 347.1 of the *Criminal Code*, as each of these loans is “an advancement of money in exchange for a post-dated cheque, a pre-authorized debit or future payment of similar nature, but not for any guarantee, surety ship, overdraft protection or security on property and not through a margin loan, pawn broking, line of credit or credit card”.

26. Payday loan regulations authorizing payday loans pursuant to s. 347.1 of the *Criminal Code* came into effect in Manitoba on October 18, 2010.

27. None of the Payday Loans provided by Money Mart to the Plaintiff or Class members prior to October 18, 2010 were authorized pursuant to s. 347.1 of the *Criminal Code*.

Unjust Enrichment

28. Money Mart has been enriched by the receipt of the First Party Cheque Cashing Fees paid by members of the Class upon repayment of their Payday Loans, by Money Mart cashing the post-dated first party cheques provided to it by the Class members at the time of the advance of their Payday Loans, which has resulted in the receipt of interest by Money Mart on those Payday Loans in excess of the maximum rate of interest permitted by s. 347(1) of the *Criminal Code*, and, in particular, Money Mart has been enriched by the receipt of the First Party Cheque Cashing Fees paid by the Plaintiff and the Class members.

29. Each member of the Class has been deprived by the payment of the First Party Cheque Cashing Fees each member has made to Money Mart upon repayment of their Payday Loans, pursuant to Money Mart cashing the post-dated first party cheque provided to them by the Class member in order to obtain a Payday Loan, and, in particular, the Plaintiff has suffered a deprivation by the payment to Money Mart of the First Party Cheque Cashing Fees in respect of the Plaintiff's Payday Loans.

30. There is no juristic reason why Money Mart should have received or should retain the benefit of the First Party Cheque Cashing Fees paid by the Class members upon the repayment of their Payday Loans, pursuant to Money Mart cashing the first party cheques provided to it by the Class members in order for them to obtain those Payday Loans, which Fees have resulted in the receipt by Money Mart of interest at a criminal rate on those loans, and, in particular, there is no juristic reason for Money Mart to have received or to retain the benefit of the First Party Cheque Cashing Fees paid by the Plaintiff that have resulted in the receipt by Money Mart of a criminal rate of interest in respect of the Plaintiff's Payday Loans.

31. As set out in paras. 28 through 30 above, Money Mart has been unjustly enriched by the collection of Money Mart's standard First Party Cheque Cashing Fees from the Plaintiff and other members of the Class, upon repayment by them of their Payday Loans pursuant to the post-dated first party cheques provided by them to Money Mart in order to obtain their Payday Loans, and Money Mart and holds the unlawful benefit it received pursuant to the collection of these First Party Cheque Cashing Fees from the Plaintiff and other Class members in trust for them.

Harsh, Unconscionable and Unlawful Practices

32. The Plaintiff and other Class members are:

- (a) "debtors" within the meaning of the *UTRA*, s. 1; and

- (b) “borrowers” and “debtors” within the meaning of the *Consumer Protection Act*, s. 1.

33. Money Mart is a:

- (a) “creditor” within the meaning of the *UTRA*, s. 1; and
- (b) “credit grantor” and “money lender”, in respect of Payday Loans advanced before April 1, 2007, and a “credit grantor” in respect of Payday Loans advanced on or after April 1, 2007, within the meaning of the *Consumer Protection Act*, s. 1; and

34. The Payday Loan agreements used to advance Payday Loans to the Plaintiff and other Class members are “loan agreements”, in respect of Payday Loans advanced before April 1, 2007, and “credit agreements” in respect of Payday Loans advanced on or after April 1, 2007, within the meaning of the *Consumer Protection Act*, s. 1, and were entered into by the Plaintiff and other Class members for non-business purposes, within the meaning of the *Consumer Protection Act*, s. 1(1), in respect of Payday Loans advanced before April 1, 2007, and s. 4(1), in respect of Payday Loans advanced on or after April 1, 2007.

35. The Payday Loans advanced by Money Mart to the Plaintiff and the Class members are “money lent” within the meaning of the *UTRA*, s. 1.

36. The First Party Cheque Cashing Fees are:

- (a) included in the “cost of the loan” within the meaning of the *UTRA*, s. 1;
- (b) included in the “cost of borrowing”, in respect of Payday Loans advanced before April 1, 2007, within the meaning of the *Consumer Protection Act*, s. 1, and the cost of borrowing for each of those Payday Loans exceeds \$10, within the meaning of the *Consumer Protection Act*, s. 13(1)(d); and

- (c) are “non-interest finance charges”, in respect of Payday Loans advanced on or after April 1, 2007, within the meaning of the *Consumer Protection Act*, s. 1, and constitute part of the value given by the Plaintiff and the Class members for those Payday Loans, within the meaning of the *Consumer Protection Act*, s. 6(3), and are included in the “cost of credit”, within the meaning of the *Consumer Protection Act*, s. 1.

37. Each of the Payday Loans provided by Money Mart to the Plaintiff and the Class members were advanced upon terms and conditions that required the payment of interest at a criminal rate contrary to s. 347 of the *Criminal Code* on the borrower’s next payday, as set out in paras. 5 through 11 and 18 through 21 above, and the Plaintiff and the Class members have paid interest at a criminal rate to Money Mart on their Payday Loans through the collection of the First Party Cheque Cashing Fees for those loans, as set out in paras. 13 and 22 above. As such, the cost of each Payday Loan was, in law, excessive, and each Payday Loan transaction was harsh and unconscionable, within the meaning of the *UTRA*, s. 2.

38. The First Party Cheque Cashing Fees paid by the Plaintiff and the Class members to Money Mart upon the repayment of their Payday Loans, which has resulted in the receipt of sums by Money Mart prohibited by s. 347(1) of the *Criminal Code*, are sums paid by the Plaintiff and the Class members in excess of the amount fairly due for their Payday Loans, within the meaning of the *UTRA*, s. 2(b), and the Plaintiff and the Class members are entitled to repayment of those First Party Cheque Cashing Fees, pursuant to the *UTRA*, s. 2(c).

39. At all material times, Money Mart failed to properly disclose in the Payday Loan agreements used to advance Payday Loans to the Plaintiff and the Class members the annual percentage rate (“APR”), by failing to include the First Party Cheque Cashing Fees in the APR calculation, as required by the *Consumer Protection Act*, s-s. 13(1) and (2), in respect of Payday Loans advanced before April 1, 2007, and s. 34.3, in respect of Payday Loans advanced on or after April 1, 2007, and the regulations in force at the material times under the *Consumer Protection Regulation*, Man. Reg. 384/87, and the *Consumer Protection Regulation*, Man. Reg. 227/2006, and in respect of Payday Loans advanced before April 1, 2007, has failed to properly

disclose the cost of borrowing in the Payday Loan agreements by failing to include the First Party Cheque Cashing Fees in the total stated to be the cost of borrowing as required by the *Consumer Protection Act*, s. 13(2).

40. As a result of the failure to properly disclose the cost of borrowing and the APR, Money Mart was not entitled, pursuant to the *Consumer Protection Act*, s. 25(1), in respect of Payday Loans advanced before April 1, 2007, and s. 53, in respect of Payday Loans advanced on or after April 1, 2007, to recover from the Plaintiff and the Class members any amount in respect of their Payday Loans in excess of the maximum rate of return permitted by s. 347(1) of the *Criminal Code*, and, in particular, to collect the First Party Cheque Cashing Fees from the Plaintiff and the Class members upon repayment of their Payday Loans. The Plaintiff and the Class members are entitled to repayment of those First Party Cheque Cashing Fees, pursuant to the *Consumer Protection Act*, s. 25(3), in respect of Payday Loans advanced before April 1, 2007, and s. 56(1), in respect of Payday Loans advanced on or after April 1, 2007.

41. As a further result of the breaches of the *Consumer Protection Act*, the Plaintiff and the Class members have incurred losses, including legal and other professional fees, in reasonably pursuing their legal rights in response to the breaches, and are entitled to compensation for those losses pursuant to the *Consumer Protection Act*, s. 54(1), in respect of Payday Loans advanced on or after April 1, 2007.

The Relevant Statutes

42. The Plaintiff and the Class members plead and rely on:

(a) *Class Proceedings Act*, C.C.S.M., c. C-130;

(b) *Consumer Protection Act*, C.C.S.M., c. C-200 and associated regulations, in force at the material times;

(c) *Court of Queen's Bench Act*, C.C.S.M., c. C-280;

(d) *Criminal Code*, R.S.C. 1985, c. C-46; and

(e) *Unconscionable Transactions Relief Act*, C.C.S.M., c. U-20.

43. The Representative Plaintiff therefore seeks the relief particularized in paragraph 1 herein.

November 6, 2012

HORDO BENNETT MOUNTEER LLP

Barristers and Solicitors

1400 – 128 West Pender St.

Vancouver, BC V6B 1R8

**Attention: Paul R. Bennett
and Mark W. Munteer**

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MANITOBA AGENT:

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