

IN THE MATTER OF THE FINANCIAL INSTITUTIONS ACT

R.S.B.C. 1996, C. 141

and

**DATA GATHERING SERVICE INC. dba FIRST CANADIAN PROTECTION PRODUCTS
(ALBERTA), and its directors DONALD ALBERT WHEATON, WILLIAM G.
WHEATON, and DAVID J. WHEATON**

**0769510 B.C. LTD. dba PENTICTON HONDA and its directors and officers
RICHARD SENTES and DAVID DEMPSTER
MILLENNIUM INSURANCE CORPORATION**

ORDERS UNDER SECTIONS 244(2) AND 238

**NOTICE OF RIGHT OF HEARING OR APPEAL
UNDER SECTIONS 238(2) AND 242**

UPON REVIEWING THE SUBMISSIONS AND EXHIBITS OF STAFF, it appears to the Superintendent of Financial Institutions (the "Superintendent") that:

1. On December 29, 2008, staff of the Superintendent of Financial Institutions (the "Superintendent") office received a telephone complaint from a salesperson with Penticton Honda alleging that:
 - (a) A mandatory condition of sale of vehicles sold by Penticton Honda was that customers must purchase an "ETCH" anti-theft warranty which was later identified as the Platinum Security Protection Guarantee ("PSPG") program.
 - (b) He believed the ETCH anti-theft warranty was insurance, for which he was not licensed to sell.
 - (c) The PSPG costs customers between \$400 and \$500.
 - (d) In the event a customer refuses to purchase the product as a condition of sale, management may waive the product cost to the customer by deducting it from the salesperson's commission.

2. The complainant provided staff with the following documents:

- (a) A PSPG application showing an address of #200, 320 Sioux Road, Sherwood Park, Alberta, T8A 3X6. The form appears to be entitled, "Platinum Security Protection Guarantee". A corporate logo above the name "First Canadian Protection Products, A division of Data Gathering Service Inc." In the upper right corner of the application in bold letters, below what appears to be a policy number, is the Platinum Security Protection ("PSP") brand name. The "Term of Coverage" section in the application identifies terms, months, and the cost of the policy as a "policy fee".
- (b) PSPG "Terms and Conditions" showing an address of #200, 320 Sioux Road, Sherwood Park, Alberta, T8A 3X6. Sections of the Terms and Conditions state:

"First Canadian Protection Products (FCPP) guarantees to the owner named overleaf or property registered transfer owner, that when the vehicle described overleaf has the Platinum Security Protection applied (been permanently marked with window glass etching or body panel labeling by the participating selling dealer with a Security Protection Identification number to be tracked in correspondence with its own unique vehicle identification number and marked with Platinum Security Protection warning stickers on both the driver's window and the passenger window) that it will successfully deter theft of the vehicle for the Term of Coverage selected on the overleaf.

If the Platinum Security Protection fails to prevent theft, the vehicle is stolen and deemed a total loss by the registered owner's insurance company, then the registered owner will:

- receive a \$5000 credit at the original selling dealer as an allowance to be used towards the purchase of a replacement vehicle or for goods and services offered at the selling dealership.
- be reimbursed actual expenses up to \$1000 including all taxes, for either a car rental (at a maximum of \$50/day) and/or accommodations (at a rate of \$80/day for a maximum of 5 days) if the vehicle was stolen when the vehicle was parked more than 150 kilometres from the registered owner's permanent address.

If the Platinum Security Protection fails to prevent theft and the vehicle is stolen, then recovered, FCPP will:

- reimburse the owner's vehicle comprehensive insurance deductible paid, to a maximum of \$1000 towards repair of damages.
- reimburse up to \$1000 of the owner's home insurance deductible paid, if they make a claim towards property stolen from the recovered vehicle.

- (c) A Platinum Security Protection desktop sales tool laminate with an FCPP logo, used for presentation to customers. The document uses the FCPP logo but no company name or address is included. Under the heading, "HOW TO REDUCE THEFT" it states:

"We have taken action to "**Etch**" all of our vehicles to reduce theft."

"A **Police Traceable Identification Code** has been stenciled [sic] onto the major windows of your vehicle."

"The non removable ID code and VIN number, are automatically **registered** into your name."

Under the heading, "PLATINUM SECURITY BENEFITS" it states:

"**Not recovered:**

\$5000.00 towards a replacement vehicle at the selling dealer."

"**Rental vehicle** benefit, if traveling more than 150 kms from home."

"Up to **\$1000.00** towards comprehensive deductible."

"**Recovered:**

Up to **\$1000.00** towards comprehensive deductible, if the vehicle is recovered with damage."

"Up to **\$1000.00** towards your home insurance deductible if you claim for property stolen from your recovered vehicle."

3. PSPG, also referred to as the ETCH Program, is presented to customers by the dealership as a theft deterrent warranty which works as follows:
- (a) An identification code and vehicle identification number are chemically etched into all the dealership's vehicles prior to a sale.
 - (b) The code is registered in the purchaser's name when a vehicle is sold.

- (c) The etched vehicles are marked with a visible sticker identifying the vehicle as traceable by police if stolen.
 - (d) In the event the vehicle is stolen and deemed a total loss by the registered owner's insurance company, the registered owner will receive from FCCP a \$5,000 credit at the selling dealership towards a replacement vehicle or other services.
 - (e) If the vehicle is recovered, FCCP will reimburse the registered owner's comprehensive insurance deductible up to a maximum of \$1,000.
4. The PSPG program is a product marketed and provided by First Canadian Protection Products (FCPP), which represents itself in the product documentation as a division of Data Gathering Service Inc. (DGSi) on the PSPG application and certificate and accompanying terms and conditions.
 5. FCPP is not an entity registered to do business in British Columbia. It holds itself out as doing business from #200, 320 Sioux Road, Sherwood Park, Alberta T8A 3X6, with a telephone number of 780 467-9575. In correspondence with staff, R. Dean McCurdy holds himself out as the Chief Financial Officer of FCPP. FCPP is not authorized by the Financial Institutions Commission ("FICOM) or the British Columbia Insurance Council ("Council") to conduct insurance business in British Columbia.
 6. DGSi is an Alberta corporation. Its registered and records office is 2900 – 10180 101 Street, Edmonton, Alberta T5J 3V5. Its directors are Donald Albert Wheaton of Edmonton, Alberta, William G. Wheaton, of Edmonton, Alberta, and David J. Wheaton, of Victoria, British Columbia. First Canadian Management Inc. is the sole shareholder of DGSi. DGSi is not registered to do business in British Columbia. DGSi is not authorized by the FICOM or the Council to conduct insurance business in British Columbia.
 7. DGSi appears to be a "member" of the "First Canadian Group of Companies" along with First Canadian Insurance Corporation, Millennium Insurance Corporation, and Platinum Tire and Rim Protection.
 8. Millennium Insurance Corporation ("MIC") is an Alberta insurance corporation. It was incorporated under a private member's bill, the *Millennium Insurance Corporation Act*. MIC reports its head office in Alberta as 10727 – 82 Avenue, Edmonton, Alberta T6E 2B1.
 9. MIC is authorized by the Financial Institutions Commission ("FICOM") to conduct insurance business in British Columbia as an extraprovincial insurance corporation. Its Alberta business address is 340 Sioux Road, Sherwood Park, Alberta T8A 3X6. Its British Columbia head office, as registered with FICOM, is 4170 Still Creek Drive, Suite 200, Burnaby, British Columbia V5C 6C6. It is registered to do business in British Columbia.

10. MIC had a business authorization to conduct general insurance business in British Columbia from April 25, 2000 to June 6, 2007. It was restricted to vehicle insurance warranty only. Commencing June 7, 2007, MIC was authorized to conduct an expanded list of classes, including automobile and guarantee (limited to obligations incurred by the insurer of automobile protection products).
11. Penticton Honda is the dba of 0769510 B.C. Ltd. which is a British Columbia corporation. Its registered address is 101 – 123 Martin Street, Penticton, British Columbia V2A 6X7. Richard Sentes, of Penticton, British Columbia is a director and he is the president of the corporation. David Dempster, of Penticton, British Columbia, is a director and is the secretary/treasurer of the corporation. Neither Penticton Honda nor 0769510 BC Ltd. is authorized by FICOM or the Council to conduct insurance business in British Columbia. Sentes and Dempster are also not licensed by the Council.
12. On January 9, 2009, a FICOM investigator attended Penticton Honda, 510 Duncan Avenue West, Penticton, British Columbia, under the pretext of shopping for a vehicle. The investigator found that most of the inventory on site was adorned with a small sticker on the driver's side window, red in colour and in the shape of a stop sign. The salesperson stated that the sticker was there to deter theft, given the fact Hondas are a make that is frequently targeted for theft.
13. The investigator noted a card on the dash of the vehicles which indicated a price, including the price of an item labelled "Protection Package". When asked about this item, the salesperson explained that "Protection Package" meant the floor mats and mud guards, the cost in each instance being \$299.00."
14. For an estimate price, the salesperson made notes on the back of one of his business cards. On this card he listed one of the costs as "399.00 ADMIN/SECURITY FEE". The investigator inquired as to whether he could avoid this charge and the salesperson "politely but firmly said that was not possible."
15. The salesperson's explanation of the program mirrors that which the complainant provided and the salesperson made it clear the "Security Fee" was a non-negotiable cost.
16. On January 9, 2009, the same investigator interviewed the complainant who provided the following information in a written statement:
 - (a) "Since sometime in the spring of 2008 the company [Penticton Honda] adopted/instituted a product called ETCH. We were counseled to tell a customer it was a warranty and that in the event their vehicle was stolen during the succeeding four years they would receive \$5,000.00 that they could replace their car with."

- (b) "It's pre-printed on all forms to apply [t]he cost of the ETCH policy as with all applicable taxes, etc., under the heading "Security Transfer". We would tell all of the customers the vehicles already had been etched and we would register the etch Serial Number in the Business Office, at the same time the entire purchasing the transaction and registration was consummated."
 - (c) "When walking customers through the final sales agreement, we pointed out the security transfer. If the customer expressed a reluctance to pay this fee, we pointed out that everyone purchased it and the cars were already etched. As a result, we had a lot of upset customers and in some they just walked away from the deal. If for some reason the deal was complete but management consented that the customer did not have to buy the ETCH, management charged the "deal", \$400.00 or \$500.00. The affect of that was to reduce the commissionable gross of the deal by that amount."
17. On January 26, 2009, another FICOM investigator telephoned FCPP and made a pretext inquiry about the ETCH policy. At that time he spoke to an FCPP staff member, and the following was learned:
- (a) FCPP sells the PSPG/ETCH program.
 - (b) Under the PSPG, if the vehicle is stolen and is a total loss, depending on what was paid out by the customer's insurance provider, the customer would receive up to \$5,000 as a credit towards the purchase of another vehicle at that selling dealer.
 - (c) The investigator asked "So it's sort of like theft insurance?" She answered, "Yes".
18. On January 27, 2009, another investigator telephoned McCurdy, Chief Financial Officer of FCPP, to inquire about the PSPG. At that time McCurdy provided the following information:
- (a) The ETCH program is not an insurance product or auto coverage.
 - (b) The ETCH program is a theft deterrent product.
 - (c) The ETCH program is one of their many after market products presented to consumers wishing to purchase a vehicle.
 - (d) The transaction for purchase of the ETCH product is between the dealer and the customer. The insurer is not involved in that transaction.
 - (e) The ETCH Program was not mandatory or a condition of sale.
19. On January 28, 2009, staff received from McCurdy via email the following materials relating to the PSPG product:
- (a) A PSPG application. This document is the same as faxed by the complainant.
 - (b) PSPG Terms and Conditions. This document is the same as faxed by the complainant.
 - (c) A PSP brochure which includes the following provision:

NOTE: The contents provided in this brochure are only a summary of terms and conditions. Please refer to the actual certificate for complete details of the benefits and exclusions.

The brochure uses the FCCP logo above the corporate name of FCPP. The address is shown as #200, 320 Sioux Road, Sherwood Park, Alberta, T8A 3X6.

- (d) A list of British Columbia 228 dealerships offering the PSP/ETCH program.
 - (e) On January 28, 2009, staff randomly chose a Surrey automobile dealer from the list provided by McCurdy and obtained the same marketing and application material for the PSPG.
20. On January 30, 2009, staff received from McCurdy a copy of the PSP Dealer Agreement and Addendum "A" to the Agreement.
21. The Dealer Agreement identifies "First Canadian Protection Products (FCPP) A division of Data Gathering Service Inc. Suite 200, 320 Sioux Road, Sherwood Park, AB, T8A 3X6", and states in part:
- "1) **FCPP** will:
 - "(a) Be the obligor of the PSPG, while Millennium Insurance Corp. (hereinafter MIC) will be the underwriter of the program;"
 - "(b) Assist the Dealer with sales & application training, aids, and information designed to help the dealer personnel sell and service PSPG;"
 - ...
 - "(d) Adjudicate theft claims and issue cheques to the dealership for valid total loss theft claims and to the customers for re-imbusement of expenses, comprehensive deductibles, and home insurance deductibles if applicable;"
 - "2) **The Dealer** will:"
 - ...
 - "(d) Properly disclose and explain conditions and exclusions to the retail customers. Coverage is only available on the date the vehicle is sold. All guarantee certificates are non-cancelable. Explain to each purchaser of the PSPG (the "Customer") all material provisions of the PSPG program and ensure that such Customer fully understands the terms and conditions set forth in the registration certificate;"
 - "(e) In the case of renewals, issue a new certificate marked as a renewal and charge the same retail amount as the original certificate. Call FCPP prior to reissuing to confirm that no claims have been made on the guarantee certificate."
22. Addendum "A" states in part:

...

"2) Entire lot must be etched and maintained as vehicles are received."

...

"5) The dealer will be provided with the benefit of lot coverage at no charge (other than cost of stencil kits) if 75% penetration is maintained on the sale of customer registration to retail sales."

"6) In the case of a claim, the 75% penetration level must be current for the month claiming regardless of the date the vehicle was etched. FCPP will provide a Dealer benefit of \$3000 (not to exceed actual cash value) if a vehicle is stolen and not recovered within 90 days and the dealer's insurance company has settled the claim."

23. Section 168 of the *Financial Institutions Act* ("Act") defines insurance agent for licensing purposes as follows:

168 In this division, unless the context otherwise requires,

...

"insurance agent" means a person, other than an insurance company or an extraprovincial insurance corporation, who solicits, obtains or takes an application for insurance, or negotiates for or procures insurance, or signs or delivers a policy, or collects or receives a premium;

24. Section 1 of the *Act* defines "insurance business" as follows:

"insurance business" means the business of

(a) undertaking or offering to undertake to indemnify another person against loss or liability for loss in respect of a certain risk or peril to which the object of the insurance may be exposed,

(b) soliciting or accepting any risk,

(c) soliciting an application for a contract of insurance,

(d) issuing or delivering a

(i) receipt for any contract of insurance, or

(ii) contract of insurance,

(e) in consideration of any premium or payment, granting an annuity on a life or lives,

(f) collecting or receiving any premium for a contract of insurance,

(g) adjusting any loss covered by a contract of insurance, or

(h) advertising for any business described in paragraphs (a) to (g),

whether or not the person undertaking an activity or activities set out in paragraphs (a) to (h) can or does distribute any gain, profit or dividend, or

otherwise disposes of the person's assets, to a member or shareholder of the person other than during winding up or on dissolution;

25. Section 75 of the Act prohibits unauthorized insurance business in British Columbia:

75 *A person must not carry on insurance business in British Columbia unless the person is*

- (a) *an insurance company or extraprovincial insurance corporation that has a business authorization to carry on insurance business,*
- (b) *a company registered under the Insurance (Captive Company) Act,*
- (c) *a member of a reciprocal exchange as defined in section 186 for which a permit under section 187 has been issued and is in effect,*
- (d) *licensed under Division 2 of Part 6 as an insurance agent, insurance salesperson, insurance adjuster or employed insurance adjuster and is carrying on the insurance business only in that capacity,*
- (f) *an insurer*
 - (i) *[Repealed 2004-48-48.]*
 - (ii) *that administers an insurance compensation plan designated by regulation for the purpose of section 66 (2),*
- (g) *a society described in section 193 (1) (a) to (g) that, immediately before September 15, 1990, was carrying on the business of insurance,*
- (h) *a credit union that is carrying on insurance business only by making or participating in contracts of insurance as permitted by section 82 of the Credit Union Incorporation Act, or*
- (i) *a central credit union that is carrying on insurance business only by providing or arranging insurance as permitted by section 90 (2) of the Credit Union Incorporation Act.*

26. Section 2 of the *Insurance Classes Regulation* defines automobile insurance in part as:

"automobile insurance" means insurance

...

(b) *against loss of or damage to an automobile and the loss of use of it;*

27. Section 171 of the Act prohibits unlicensed insurance agent activity in British Columbia unless under certain prescribed exemptions :

171 (1) [Repealed 2004-48-79.]

(2) A person must not act in British Columbia as an insurance agent or insurance salesperson unless the person is licensed as an insurance agent or insurance salesperson, as the case may be.

(3) Subsection (2) does not apply to a person or class of persons exempted by the regulations.

28. Section 180(1) of the Act prohibits unlicensed adjusting in the Province:

180(1) A person must not act in British Columbia as an insurance adjuster or as an employed insurance adjuster unless the person is licensed as an insurance adjuster or as an employed insurance adjuster, as the case may be.

29. The provision, sale and adjusting of the PSPG product do not qualify for any of the legislative exemptions from insurance licensing or business authorization under the Act.

30. Section 244 of the Act states:

244 (1) In this section, "committing an act or pursuing a course of conduct" includes failing or neglecting to perform an act or failing or neglecting to pursue a course of conduct.

(2) If, in the opinion of the commission, a person is committing an act or pursuing a course of conduct that

(a) does not comply with this Act, the regulations or the Company Act as it applies for the purposes of this Act,

...

(c) *might reasonably be expected to result in a state of affairs not in compliance with this Act or the regulations, with the Company Act as it applies for the purposes of this Act or, in the case of an extraprovincial corporation, with the Business Corporations Act,*

...

then, the commission may

(f) *order the person to*

(i) *cease doing the act,*

(ii) *cease pursuing the course of conduct, or*

(iii) *do anything that the commission considers to be necessary to remedy the situation, or...*

31. I find that the PSPG is automobile insurance since the product insures against loss of or damage to an automobile, and the loss of use of it.
32. The PSPG product is sold by FCPP, which based on the documentation issued in relation to the insurance is a division of DGSI. FCPP is not a separate entity. FCPP agrees to make payment on the losses incurred by policy holders. FCPP as a division of the corporate entity DGSI, issues the insurance. Therefore, I find that DGSI is the insurer under the policy.
33. FCPP sells the PSPG product to numerous British Columbia automotive dealerships, insuring the automobiles in certain circumstances (when their lot is 75% "etched") if stolen from the dealer lot while owned by the dealer.
34. The automotive dealerships, through their sales agents, sell the PSPG policies to automobile consumers in British Columbia.
35. Under the terms of the policies and dealer agreements, FCPP and DGSI adjust claims and make payments on claims to insureds.
36. MIC provides guarantee insurance to FCPP and DGSI, in connection with the PSPG insurance. I am extremely concerned whether the underlying insurance which MIC is guaranteeing is the kind of contract which MIC was authorized to guarantee in this Province. It was likely never the intention of FICOM to authorize MIC to guarantee unauthorized insurance contracts. I leave the issue of MIC's business authorization to be considered at a later time.

37. However, since the underlying insurance is not authorized, I am concerned that the interests of insureds have been placed at great risk and I will order MIC to ensure that existing policies issued in British Columbia will be taken over by MIC and directly insured by MIC which is authorized to issue such insurance in British Columbia, as long as sales of such insurance are done by appropriately licensed persons.
38. While it appears that numerous dealerships are selling these policies in British Columbia, Penticton Honda's forced sale of this product is particularly egregious and warrants specific remedial regulatory prohibition.
39. I find that a hearing of this matter would require approximately six witnesses and would take approximately four to five days to complete. Due to scheduling of parties, witnesses, counsel and the hearing officer, I estimate that a hearing could not be held for at least five months. I further find that the sale of this product continues in British Columbia and as long as it continues, the due administration of the *Act* would be harmed since the public is not receiving the benefit of choice, and advice from a licensed insurance agent, and the product is not issued under the regulatory scheme of the *Act*. As a result, a summary order to cease and desist and remedy is warranted pursuant to section 238(1)(b) of the *Act*.
40. I find that Data Gathering Service Inc. is conducting unauthorized insurance business in British Columbia through its "division" First Canadian Protection Products by offering to undertake and undertaking to indemnify British Columbia automobile dealers and consumers in the form of the Platinum Security Protection Guarantee which is automobile insurance, soliciting applications and delivering contracts and receipts for insurance, adjusting losses covered by the insurance, and advertising for the insurance through its brochures.
41. I find that 0769510 B.C. Ltd. dba Penticton Honda is acting as an unlicensed insurance agent or salesperson by offering for sale and selling automobile insurance in the form of the Platinum Security Protection Guarantee, or 0769510 B.C. Ltd. and its directing and controlling persons Richard Sentes, of Penticton, British Columbia and David Dempster, of Penticton British Columbia, are conducting the affairs of 0769510 B.C. Ltd. such that might reasonably be expected to result in non compliance with the *Act* by conducting unauthorized insurance sales in British Columbia through its employed automobile salespersons, by soliciting applications for the insurance, and collecting premiums.
42. I find that Donald Albert Wheaton of Edmonton, Alberta, William G. Wheaton, of Edmonton, Alberta, and David J. Wheaton, of Victoria, British Columbia, as directing minds of DGSI are conducting the affairs of their company such that might reasonably be expected to result in non compliance with the *Act* through DGSI's unauthorized insurance business in British Columbia.

WHEREAS the Financial Institutions Commission has delegated to the Superintendent the powers and duties under section 244 of the *Act* in the Instrument of Delegation executed January 15, 2009;

NOW THEREFORE the Superintendent orders pursuant to Sections 244(2)(a), (b.1), (c) and (e)(ii), (f), and 238 of the *Act* that:

- 1) The following companies cease from the conduct of unauthorized insurance business in the Province of British Columbia, including the advertising, soliciting, sale, and adjusting of automobile insurance entitled Platinum Security Protection Guarantee:
 - (a) Data Gathering Service Inc.; and
 - (b) 0769510 B.C. Ltd. dba Penticton Honda;
- 2) That the following individuals direct their respective companies to cease from engaging in insurance business in the Province of British Columbia including automobile insurance in connection with the Platinum Security Protection Guarantee:
 - (a) Donald Albert Wheaton of Edmonton, Alberta, William G. Wheaton, of Edmonton, Alberta, and David J. Wheaton, of Victoria, British Columbia, as directors of Data Gathering Service Inc.; and
 - (b) Richard Sentes, of Penticton, British Columbia and David Dempster, of Penticton, British Columbia as directors and officers of 0769510 B.C. Ltd. dba Penticton Honda;
- 3) That Millennium Insurance Corporation honour all Platinum Security Protection Guarantee insurance policies issued to British Columbia automobile dealers and consumers up to the date of this order. I further order that, within forty five days of this order, Millennium Insurance Corporation shall notify all such policy holders that all claims are to be processed directly by Millennium Insurance Company, or another appropriately licensed entity; and

TAKE NOTICE that DATA GATHERING SERVICE INC. dba FIRST CANADIAN PROTECTION PRODUCTS (ALBERTA), and its directors DONALD ALBERT WHEATON, WILLIAM G. WHEATON, AND DAVID J. WHEATON, 0769510 B.C. LTD. dba PENTICTON HONDA, and its directors and officers RICHARD SENTES and DAVID DEMPSTER, and MILLENNIUM INSURANCE CORPORATION may request a hearing before the Superintendent under section 238(2)(a) of the *Act* or appeal to the Financial Services Tribunal under section 238(2)(b) of the *Act*.

Dated at the
City of Surrey,
Province of British Columbia
this 7th day of April, 2009.



W. Alan Clark
Superintendent of Financial Institutions
Province of British Columbia

TO:

DATA GATHERING SERVICE INC.
dba FIRST CANADIAN PROTECTION PRODUCTS
2900 – 10180 101 Street
Edmonton, Alberta T5J 3V5

DONALD ALBERT WHEATON

[REDACTED]
Edmonton, Alberta [REDACTED]

WILLIAM G. WHEATON

[REDACTED]
Edmonton, Alberta [REDACTED]

DAVID J. WHEATON

[REDACTED]
Victoria, British Columbia [REDACTED]

0769510 B.C. LTD. dba PENTICTON HONDA
101 – 123 Martin Street
Penticton, British Columbia V2A 6X7

RICHARD SENTES

[REDACTED]
Penticton, British Columbia [REDACTED]

DAVID DEMPSTER

[REDACTED]
Penticton, British Columbia [REDACTED]

MILLENNIUM INSURANCE CORPORATION
c/o Ronald W. Odynski, Q.C.
Ogilvie and Company
1400 - 10303 Jasper Avenue
Edmonton, Alberta T5J 3N6

and:

4170 Still Creek Drive
Suite 200
Burnaby, British Columbia V5C 6C6