

CONSUMER COMMITTEE MEETING

September 27, 2019

In Attendance:

Receiver:

Brick Kane
Val Miller
Anita Jen
Henry Jen
Gary Caris (Receiver's attorney)

Committee Members:

Lisa Daniels
Craig Hibbert
Larry Grice
Shryl Kirkbride
Jim Slocum
Leslie Thomas (via Video Conference)
Linda Ozminkowski
Ted Wyberanec

FTC Attorneys:

Jonathan Cohen
Christopher Erickson

Introductions – Each person in attendance briefly introduced themselves.

Brief Review of Receivership Estate

The Receiver reported that:

- The Receiver will not recover the \$18 million diverted by Mr. Pukke because substantial sums went to investments that do not have significant value. Of the \$18 million, the FTC recovered approximately \$4 million from a relief defendant. The Receiver is currently holding approximately \$7 million. The Receiver's forensic accounting is ongoing.
- The FTC has reached a \$23 million stipulated settlement with Atlantic International Bank LTD.
- The largest remaining asset is Pukke's home in Newport Beach, CA.
- The Receiver is traveling to Belize the first week in October.
- The Receiver is working on resolving a number of internet issues.

- The Receiver is not going to open a Facebook account, but will report on the activities of the Consumer Committee to all current and former lot owners through broadcast email notices and on the Receiver's website.

Overview of Financial Information

The Receiver provided a Collections and Expenses for the Reserve for the Period of 11/6/18 – 9/20/19 showing how expensive it is to operate the Reserve (See Attachment). Total net expenses for the period were approximately \$1.3 million.

Beach Club

(Restaurant and Bar Attachment) The beach club closed 9/15/19 and is expected to reopen in early 2020. The beach club has been operating at a loss of BZ\$13,101 since 11/17/2018. Additionally, the Receiver has subsidized the operation by paying BZ\$158,995. Therefore, the aggregate loss was approximately BZ\$173,000 for a 8 ½ month period. Committee members were asked to think about viable options for operating the restaurant and bar when it reopens. Some members of the committee stated that the owners need a “gathering place” The Receiver referred the committee to the language in the Interim Management Order that prohibits the Receiver from operating any commercial establishment at a loss, but can allow a newly formed LPO to collect voluntary dues to supplement the operations. The Receiver agreed to provide additional detailed financial information on operations, specifically electricity bills, so committee members can consider how the beach club can be operated in the future.

Marina

There has been some serious deterioration of the marina as a result of some shortcuts during the initial construction phase by the Defendants. If the marina is allowed to continue to deteriorate it will seriously affect the value of the Reserve. A preliminary assessment was provided to the committee (Attachment). The preliminary cost estimate is upwards of \$75,000. A detailed proposal is expected within the next two weeks. The committee discussed an option of installing mooring buoys so we can charge for boats that anchor rather than just for use of a slip.

Equestrian Center

The Receiver stated its position, consistent with the Court's Interim Management Order, that it is going to make sure the horses are fed and cared for. Jim Bob Slocum's wife, Valerie, will help the Receiver understand what is

required to meet the US veterinary standard. Ms. Slocum has expertise in this area.

Garden/Farm

Concerns were shared with the committee about degradation of the garden/farm. The Receiver has talked with David Hilmy, who prepared a proposal for the Receiver (Attachment). Mr. Hilmy included two plans. One plan was to improve the current site for approximately US\$20,000 or develop a new site for approximately \$17,500. The Receiver is inclined not to do anything at this time. Shyrl Kirkbride advised the committee about a proposal from a lot owner that would like to rework the current site. A new proposal discussed by the committee is that owners may be given the option of planting and maintaining their own vegetables and plants at their own expense. The committee seemed to agree that receivership estate funds should not be used at this time and that plans be put on hold.

Gas Station/Mini Market

EFB had an agreement with an operator that required the operator to produce financial information under a profit-sharing arrangement. The operator never provided financial information in the past and failed to do so when requested by the Receiver. The Receiver prepared a new agreement for the operator, but the operator has refused sign the agreement. The Receiver is looking for other alternatives to operate the business.

North Long Caye Island (aka Sanctuary Caye)

The operations of Sanctuary Caye have been running at a loss. It generates no income. Owners pay for their own gas and captain when they visit the island. The committee agreed to think about how the island can be operated in the future in compliance with the Interim Management Order.

The costs are fuel, maintenance of boat, licensing, insurance and wages for security personnel. Providing security for the island is the same as security being provided to all other areas of the project. The committee discussed an option that the Receiver could enter into agreements to lease access to the island to third-party charter companies. This income could help offset the costs associated with the island.

Internet Service

The Receiver has been working to stabilize the Internet for many months. The current Internet infrastructure will not support the Reserve as more homes are built. The most viable long-term solution is to lay cable throughout the Reserve.

Insurance Issues

The Receiver reported that there has never been any liability insurance coverage at the Reserve. The Receiver obtained liability insurance last week.

Termination of the SRWR Board, EFB Board and SBPOA Board

The Receiver reported to the committee that all board members were terminated on Wednesday, September 25, 2019 (Attachment).

Transfer of Real and Personal Property back to SRWR

The Receiver reported that it is taking steps to transfer all real and personal property back to SRWR that was previously transferred to EFB. This includes land, buildings, equipment and any improvements. The Receiver was encouraged to investigate the current location of any equipment owned by EFB.

Modification of SRWR Articles of Association to make all Reserve owners equal members

All committee members agree that they need to be modified. Larry Grice will take the lead on the first draft of articles and RCC&Es for SRWR.

Architectural Review Board

All agree that the ARB should be revamped. The Receiver and Larry Grice will work up a design review committee outline and program description and present back to the full committee for review.

A discussion was held about problems lot owners have had with contractors. More scrutiny of contractors is needed, and this will be addressed at a future meeting.

Current Lot Owners Interested in Selling Their Lot

The committee was asked, "What about lot owners that are interested in selling their lot?" The FTC's position is that nothing prohibits private transfers of title. It was recommended that there should be some "vetting" of builders and realtors.

Committee members offered to suggest several brokers to consider for use in selling lots. No objections were raised about selling lots but cautioned that there needs to be full disclosure about the status of the litigation by an owner attempting to market their interest in a lot. The Receiver needs to be notified of the transaction and the terms of the transaction.

Title Transfer issues

The Receiver is working on resolving the problems in getting titles transferred. Committee members were asked for comments about possible consultants or attorneys to interview that may have useful information about the process. The Receiver has a meeting scheduled with the Central Bank in early October.

Schedule for Next Committee Meetings

The committee discussed the schedule for upcoming conference calls and agreed to conduct the meetings on October 24, 2019 and November 21, 2019.

Miscellaneous Issues

Can Receiver take control of POA website? The Receiver will look in to this.

The meeting was adjourned.

Robb Evans & Associates LLC, Receiver of Ecological Fox LLC et al. QSF
Sanctuary Belize Collections and Expenses
From Inception (November 6, 2018) to September 20, 2019

The Sanctuary Reserve - Collections

Beach Club Funds Received	\$2,172.41
Collection for Logs/Materials	6,425.00
Collection of Docking Fees	32,064.04
Horse Back Riding Fees	315.80
Waimea Villa Rent	3,070.32
Laundry Coin Collected	51.00

Total The Sanctuary Reserve- Collections	\$44,098.57
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Expenses

The Sanctuary Reserve

Annual Station Licenses	\$1,375.00
Bank Fees	1,701.03
Boarding Fees	725.00
Conservation Mgmt Fees	27,535.00
Electricity	
Beach Club	41,068.02
Equestrian	1,622.90
Housing & Villas	19,301.78
Marina	35,935.64
Office	5,308.07
POA Electricity	2,417.11
Wells, Pumps & Maint Sheds	18,422.51

Total Electricity	124,076.03
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Equipment	21,093.47
Equipment Parts & Supplies	13,516.08
Equipment Transport & Shipping	9,236.90
Gasoline and Diesel	44,925.90
General Liability Insurance	52,100.00
General Maintenance & Supplies	39,021.13
Government of Belize Taxes	182,314.06
Internet & Phones	41,651.39
Legal Fees & Costs	67,414.69
License & Registration	7,420.00
Meals	747.46
Miscellaneous	1,275.00

Robb Evans & Associates LLC, Receiver of Ecological Fox LLC et al. QSF
Sanctuary Belize Collections and Expenses
From Inception (November 6, 2018) to September 20, 2019

Office & Misc Supplies	3,981.15
Pool Supplies & Maintenance	1,899.50
Post Office Box rental	60.00
Staff & Mangement Fees	
Admin Employees	176,522.22
Employee Advance	1,320.00
General Employees	235,658.36
Laid Off Staff	94,170.23
Security Staff	198,592.62
Total Staff & Mangement Fees	<u>706,263.43</u>
Vehicle/Motorcycle Fleet Insurance	5,150.67
Water Quality Testing	<u>2,338.38</u>
Total The Sanctuary Reserve Expenses	<u><u>\$1,355,821.27</u></u>
Net	<u><u>(\$1,311,722.70)</u></u>

The Reserve Restaurant & Bar

Income Statement for Period

11/17/18 ~7/31/19

11/17/18~ 7/31/19

Financial Statements in **Belizean Dollars**

Gross Sales	166,055.23
Cost of Goods Sold	110,366.13
Gross Profit (Loss)	55,689.10

Expenses

Catering Contract Services/Labor	14,524.00
Insurance	0.00
Legal and Professional Fees	805.00
Licenses and Fees	2,575.00
Miscellaneous	0.00
General Sales Tax Expense	24,884.00
Payroll Taxes	0.00
Repairs and Maintenance	5,678.00
Pool Supplies	553.00
Office / Kitchen Supplies	1,778.00
Transportation: Fuel for EE Transport & Purchasing	9,441.00
Utilities: Butane Tank Refill	6,831.50
Wages	1,721.00
Total Expenses	68,790.50

Net Operating Income (13,101.40)

Expenses Paid by the Receiver

Salaries	73,060
Electricity	82,136
Pool Supplies and Maintenance	3,799
Total Expenses Paid by the Receiver	158,995



MARINA DOCKS ASSESSMENT

Corrosion of Prestressed Double T-Beams

ABSTRACT

Corrosion is a silent sickness of reinforced concrete and when it becomes noticeable, it is too late to reverse the damage caused.

Erwin A. Contreras

Assessment of Marina Infrastructure.
September 5, 2019

PREAMBLE

The construction of Sanctuary Belize “The Reserve” Marina was started in the year 2011 and was completed in 2013. The marina piers is comprised of pre-fabricated concrete elements (reinforced concrete and prestressed concrete) and in-situ concrete structures. M&M Engineering (Belizean Engineering Company) was hired to manufacture and install all prestressed concrete structures that make up the existing piers. A&K Construction was responsible for manufacturing the prefabricated L-shaped reinforced concrete retaining walls. West End Enterprises and JMejia’s Construction were hired to install the retaining wall elements.

The supervision of the project and quality control was performed by the project engineer, Mr. Erwin Contreras, on behalf of Eco-Futures Belize Limited. Periodic visits to the concrete plant where the retaining wall units were being manufactured was done to verify that the recommendations and design of the engineer were being followed. The plant in Belize City was not visited by the Engineer because it was far and a consultant (Mr. Froylan Alvarado) was asked to perform the plant visits.

Since, M&M Engineering were acting as contractors, the structural elements were inspected to make sure that the structural elements delivered on site were structurally sound. A couple of the pre-stressed T-Beams were rejected because they showed signs of structural failure. The concrete cover to the reinforcement and the mix design are specifications that have to be controlled at the plant to make sure that the quality and structural specifications are met. According to M&M Engineering, they recommended to the developer to use a sealer on the structural elements and to repeat it every five (5) years.

The above statement can not be qualified but as a preventative method, the developer proceeded to purchase Xypex which was recommended by Mr. Contreras. The application of the sealer was performed by Mr. Mejia of Jmejia’s Construction. The sealer was applied to the construction joints and concrete cap beam that tied the retaining wall units in place. For unknown reasons, the application of the sealer was discontinued and the pier elements were not treated. Buckets of sealer remained unused and now they are expired and can not be applied. The structural integrity of the piers has been compromised because of a bad decision by previous management. All the concrete structural elements needed treatment because they are exposed to an aggressive environment that is in constant contact with salt water and salt air.

Now, the piers are showing structural damage due to advance corrosion which caused spawling due to the force originated by the corrosion of the reinforcement steel. Corrosion is a silent sickness of reinforced concrete and when it becomes noticeable, it is too late to reverse the damage caused. The aggressive environment due to the high concentrations of salinity in the air and water has contributed to the rapid disintegration of the reinforcement steel and the collateral damage to the concrete.

We have been charged to quantify the damages and proposed a solution that will address the problem immediately before further damages to the structural elements occur.

Quantification of Damages

Inspection

Based on the inspection, the following was observed:

1. Dock B (9) which is comprised of 28 pre-stressed concrete double T-Beam fingers and a wood deck spine spanning approximately 380 ft with a end T deck of approximately 100ft, shows 7 pre-stressed concrete double T-Beam fingers with advanced stages of corrosion and approximately 10 more with signs of corrosion.
2. The pre-stressed concrete double T-beams affected vary in size; some sections are 40ft long and others are two sections of 25ft.
3. The preliminary inspection shows that only dock B (9) is affected but a thorough inspection is necessary to evaluate the other docks.

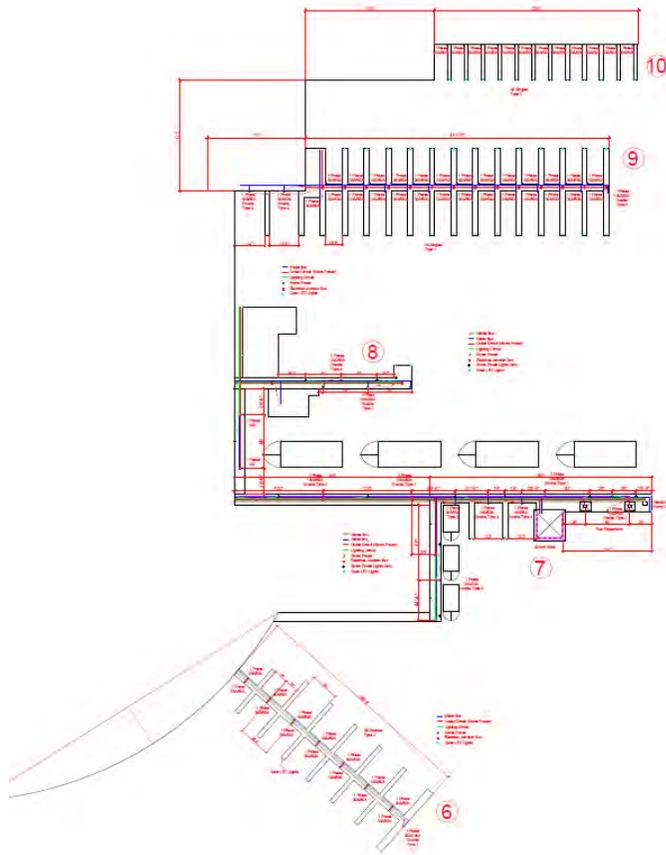


Figure 1 Configuration of Marina Docks



Figure 2 Pictures of Damaged Pre-stressed Concrete Beams

Measures

1. M&M Engineering was contacted to inform them about the corrosion observed on the concrete elements and was asked for technical assistance in evaluating what can be done to remedy the damaged piers or if they will need to be completely replaced. They were also asked for an expert recommendation on preventative measures that can be taken to safeguard the other structural concrete elements.
2. An experienced structural engineer (Simeon Herrera) was contacted to provide a quote for a site visit to evaluate the damaged piers and produce a report of his findings.
3. Research on repairing procedures is being done to determine what products can be applied and the application methods.

Costs

An actual cost can not be determined at this moment until the various reports from the Engineers is compiled and a decision is made on what course of action will be implemented.

The decision will need to consider if a simple patch will suffice or a more elaborate solution will be undertaken. The gravity of the situation merits immediate action to prevent further damage of the structural concrete elements.

Any solution adopted will require a considerable investment and the following is a list of activities that need to be considered:

1. Demolition work- rental of jack hammer to expose all the damage reinforcement
2. Replacement of reinforcement where possible. Note; some structural elements will need to be replaced completely due to the advanced corrosion and damage to the concrete.
3. Preparation of reinforcement and application of epoxy and a bonding agent.
4. Preparation of concrete surface and application of bonding agent.
5. Patching of damaged area with hydraulic concrete.
6. Application of concrete sealer (various products available).
7. Development of maintenance plan.

The following list of heavy equipment may be required depending on the solution adopted:

1. Barge
2. Crane
3. Excavator
4. Dump Trucks

An approximate cost for repairs and replacement of the structural concrete elements can range from US\$62,000 to US\$75,000. The exact cost will be obtained when quotes for materials, labor and equipment rental are produced for consideration. The various activities need to be organized



to maximize the use of labor and equipment. Delivery of imported materials (USA) need to be coordinated and nothing should be done until all the logistics are in place.

Conclusions

1. M&M Engineering should provide recommendations and evaluate what can be done to repair or replace the damaged concrete structures.
2. The repairs should be performed by a reputable and capable contractor or firm.

Recommendations

1. A maintenance plan must be elaborated to act as preventative measures for the future.
2. The structural elements that present extensive corrosion should be replaced with new double T-beams and then treated with the appropriate sealant.
3. All exposed concrete should be treated with a sealant corrosion inhibitor for steel in concrete.

Erwin A. Contreras
BSc. Civil Engineer

Registered Professional Engineer
APEB- 218-2018

Brick Kane

From: Brick Kane
Sent: Tuesday, September 24, 2019 11:09 AM
To: Brick Kane
Subject: Farm Budgets

From: David Hilmy <david.hilmy@yahoo.com>
Sent: Wednesday, August 14, 2019 4:05 PM
To: Val Miller <vmiller@robbevans.com>
Subject: Farm Budgets

Good afternoon Val,

Please find below the proposed budget for renovating the garden farm. I'm going to tell you up front that I'm going to try my hardest to convince you that building the new farm site and converting the old to orchard (Plan B) is the best way to go for a number of good reasons financially, agriculturally, and in terms of owner buy-in and public relations.

I apologise for the long read but I've tried to cover everything as comprehensively as possible- you'll need about 20-30 minutes, at least two stiff drinks of your choice, and a comfy armchair!

I had initially suggested the new site over two years ago (March 2017) and spent considerable time convincing the so-called powers that be that this was the future of organic farming within the reserve- it was eventually agreed upon, became a part of presentations on tour towards the latter part of last year to prospective land owners, but never got started before Receivership.

Renovating the current site (Plan A) requires the renovation of 30 raised beds, some slight repair to the one existing shade house, amelioration of the soil throughout (pH is too acidic, nutrients used up), and because of pest issues, a large additional shade house for growing the more pest-susceptible crops, and repairs to the irrigation system (several parts are damaged or missing, and underground piping not properly working due to probable breaks/leaks)- the yield from this site will still be relatively small and very much restricted to only crops that might be able to withstand wildlife and pest pressure- again because of its location and limited area, this will likely not be sustainable as several organic practices (crop rotation, trap- and inter-cropping), will not be plausible.

Building the new farm site (Plan B) involves ploughing six "fields" which will need fencing in to keep out horses and deer, irrigation (there is an existing water point nearby), and only one half-sized shade house for seedlings which can then be transplanted onto main fields. As you will see below, fencing the new site will actually cost less than renovating the raised beds, and requiring only one half-size seedling house as compared to a large 30x30 full-size house in Plan A, will offset the also compost expenses for Plan B (I believe the existing soil at the new site will only require compost and not additional topsoil). The costs for either repairing the existing irrigation system for Plan A (multiple angles and joints) or installing a new system for Plan B (straight lines, better sprinkler layout) are roughly the same. The advantage agriculturally to this plan is that being sited next to savannah and not jungle, most of the predatory wildlife will not be a problem- in addition, my conservative estimate of insect/invertebrate pests at this location as compared to moist jungle conditions is reduced by at least 50%- pest management is probably the greatest expense in any organic farm- fewer pests equals less expense with regard to maintenance, crop losses, and soil amendments. The new site is large enough to properly institute crop rotation (a majority of crops cannot be planted at the same physical location year after year- by rotating locations- ie. tomatoes/peppers/eggplants planted in "Field One" move to "Field Two" the next growing season and so on- three to four years of rotation is optimal, but with my proposed 5 year rotation (five fields growing

crops, sixth rested each season) yield and productivity will be increased (and associated expenses reduced), and the openness of the overall site facilitates proper ventilation as its bounded by savannah to the east, pasture to the south, and roads west and north- the old site is bounded by jungle which creates a microclimate with added humidity (vector for fungal issues and mildew) and prevents air flow. In addition, Bravo 1 Security station and the Security Chief offices are adjacent to the new site, which is very clearly a more visible and accessible site as compared to the old site. As a part of Plan B, I'm proposing the old site and other empty spaces scattered throughout the remaining ornamental gardens now be used as orchard- we only grow grapefruit at present, but the addition of other citrus- oranges, limes, and lemons, in addition to increasing the numbers of bananas and plantains, mangoes, and avocados, will eventually produce fruit more sought after by the community. As explained to Anita in our conference call, even though we have dozens of bananas, they do not produce year-round, and once fruiting, that "mother tree" gets cut down so that adjacent pups become the next producers a year or more after- as a resource for the wildlife programming we already have here, even if every single banana was available, it simply would only offset wildlife nutrition for a few weeks each year- additional citrus, and especially mangoes, greatly supplements the food required for our programmes- fruit available to the community and for our parrots is win-win.

In addition, (a part of both plans), there are several acres of ornamentals that require care and maintenance, and in most cases because of a lack of maintenance over the last 6 months, remediation- in both plans, I'm proposing that the field grown ornamentals be simply maintained as a demonstration garden (so owners can better choose what ornamentals to use for their future landscaping) and as a seed bank (owners can harvest seeds from several tree species for their own home horticulture), but not as a nursery- Developer and owners can inexpensively purchase and source landscaping better quality choices from several nurseries within 45 mins of the reserve. The only exception to this would be several palm species- these are relatively pest resistant, very slow growing, and can be made available for community landscaping projects within the reserve (cul-de-sacs, etc). I can probably salvage approximately 300-500 of those ornamentals that were grown in bags which can be sold off to finance seeds for the farm as well as fruit trees for increased orchard space.

There is an existing wooden sign advertising the garden named "Ná Luum" (mother Earth in Mayan dialect) which I can also renovate and which I will use under either plan for the farm blog and in publication for which I have already created and secured a WordPress blog website that the KEEP will undertake to maintain- this will be the primary source of information for the community as concerns crops, community gardening, and special events or notices- comments can be made by subscribers but will automatically be moderated. This replicates the other reserve blog site I run, also a WordPress blog, which hosts the reserve's "Wishwilly & Craboo" conservation and natural history communication. The actual sign itself can be moved to the new farm site, and with a thatched eve, a community notice board can be fashioned. The new site will also have compost bins available for all to leave their home/kitchen vegetable scraps for composting at the old site.

Staffing- it was suggested by Brick that no staff would be provided but that community volunteers help maintain- having built and run several community gardens in the past, I have no doubt that I can secure enough volunteer help to cover most of the work required, however please note that prior to Receivership, the former farm manager (actually paid more than me) had a garden staff of eight including a foreman and whilst they were also responsible for landscaping certain areas such as the marina, so numbers were justifiable, there is still a need for some supplementary staffing- may I please request that for months One and Two that four staff be available full-time (the average daily wage is \$50BZ/day), then for months Three and Four (by which time I will have started to produce food) that that number be reduced to only two full-time as the volunteer programme starts establishing itself; their primary function will be to ensure irrigation is operational, that seedlings in the shade house are maintained daily, that community gardening on site is adequately supported (where to weed, what not to do, etc), and that the grounds maintenance of over 20 acres of ornamentals and orchard be properly maintained also. It is hoped that by the end of the year, the KEEP itself will take on the payroll of at least one full-time gardener (after their first four months probationary period) thereby further reducing future expenses.

Finally, having worked within the community at large, I am owed several favours! I am happy to call in some of these in with regard to getting reduced cost inventory of fruit trees and vegetable seeds, as well

as reduced costs for soil and compost, but only for what I consider to be a sustainable project- I do not see Plan A as that and so would be unwilling to burn these for the sake of a short-term effort- the KEEP is happy to run fundraisers to acquire future inventory for planting.

I hope this was not too long a read for you, and again hope that the new site, Plan B, is the one adopted. I did suggest at the top that there are both financial and agricultural advantages to this plan, but I'd also suggest that in terms of public perception, it offers an advantage the old site cannot: it is more easily accessible, and if we are to maintain this site with community gardeners as opposed to paid staff (as suggested by Brick), its location helps- in addition, it is immediately visible to owners and visitors, establishing it as a model organic farm, and is effectively "guarded" by its proximity to reserve Security- at the old site, pilfering by owners and staff is an ongoing problem (as mentioned in our conference call, there are two owners in particular, as reported to me by both other residents and EcoFutures, that have between them taken over 500 ornamentals without permission- at \$20 each, that could have been \$10,000 inventory that could have been used to finance the farm renovation); going forward, may I suggest that the Receivership issue a notice to all owners that garden farm inventory is owned by the garden farm and is not to be removed for private landscaping- perhaps this might be a part of the communication you provide to owners when the contract between Receivership and the KEEP is made public.

Please also note I have already created a multi-year crop rotation schedule should Plan B be adopted and can furnish that document to you when needed (or which can be publicised on the Ná Lu'um farm blog).

For the below estimates I solicited the assistance of a local builder to ensure the most accurate budgeting possible (all costs are in BZ currency, ie. half the totals for costs in USD, and GST is already factored in). Plan A will cost just over \$20K US, Plan B under \$18K US, and replacement tools (all have gone missing or are needed) will cost just under \$2K US for either plan- please note that these are essentially the only funds required to get this up and running- future ongoing costs can be absorbed through volunteer work, fundraising, and the KEEP:

Plan A- renovating the current site

Description	Quantity	Cost	Total
Raised Beds	30	0	0
2x10 treated pine lumber (3,600 bdft	3.50	12,600.00
3 ½" deck screws	3	275.00	825.00
Skillsaw blades	2	24.50	49.00
Compost	5	1,200.00	6,000.00
Topsoil	5	750.00	3,750.00
Irrigation Piping/Sprinklers	1	2,000.00	2,000.00
Carpentry/Plumbing labour			1,050.00
Shade House			
4x4x16 treated pine lumber	10	87.50	875.00
Pine frames	1500 bdft	3.50	5,250.00
Shade fabric	2	800.00	1,600.00
Staples/blades	1	200.00	200.00
Construction labour			3,750.00
Overall Labour management			2,250.00
Total			\$40,299.00BZ

Plan B- building new site

Description	Quantity	Cost	Total
750' Fence	1	0	0
Treated posts	100	10.00	1,000.00
Wire	4	50.85	203.40
Fence staples	2	145.00	290.00
3/4" PVC pipe	100	14.50	145.00
Compost	15	1,200.00	18,000.00
Irrigation fittings/sprinklers	1	1,500.00	1,5000.00
½ size Shade House	1	7,500.00	7,500.00
Construction labour			5,750.00
Overall Labour management			1,500.00
Total			\$35,888.40BZ

Tools required for either plan:

Description	Quantity	Cost	Total
Shovel	2	28.80	57.60
Hoe	2	13.70	27.40
Fork	2	41.25	82.50
Rake	3	21.15	63.45
Pruner	2	21.85	43.70
Hand trowel	4	7.50	30.00
12" shears	2	22.30	44.60
machete	3	12.00	36.00
Weedeater	2	616.50	1,233.00
Trimmer cord 95'	4	14.40	57.60
50' contractor hose	2	145.00	290.00
100' contractor hose	2	215.20	430.00
Nursey bags	100	0.50	50.00
Garden gloves	10	5.00	50.00
Lawnmower	2	750.00	1,500.00
Total			\$3,995.85BZ

David

BELIZE

The Companies Act
(Chapter 250 of the Laws of Belize, 2011)

Notice of Appointment of Receiver
Pursuant to Section 96 of the Companies Act

Name of Companies: SITTEE RIVER WILDLIFE RESERVE
and
ECO-FUTURES BELIZE LIMITED
and
SANCTUARY BELIZE PROPERTY OWNERS' ASSOCIATION

To: Registrar of Companies
Belize Companies & Corporate
Affairs Registry
Mountain View Blvd, Belmopan City
Cayo District of Belize

TAKE NOTICE that Robb Evans & Associates LLC of 11450 Sheldon Street, Sun Valley, California 91352, One of the United States of America, was duly appointed temporary Receiver of the above captioned Companies and others named in foreign proceedings, by Receivership Order made on November 5th, 2018 by the United States District Court for the District of Maryland, Southern Division in Case No. 18-CV-03309-PJM between the Federal Trade Commission v Ecological Fox LLC et. al. as sole agent of the Court and with general powers and authority to assume full control of all the assets and documents of the above-named companies, their subsidiaries, affiliates, successors, and assigns including taking and assuming control, hold, and manage their income, profits and all sums of money due or owing to them.

TAKE FURTHER NOTICE that by Claim No. 17 of 2019 between Robb Evans & Associates LLC v Sittee River Wildlife Reserve, Eco Futures Belize Limited and Sanctuary Belize Property Owners' Association, the Supreme Court of Belize on January 16th 2019 ordered that the Receivership Order granted in the United States proceedings be recognized and declared enforceable in all its terms within Belize's jurisdiction until February 11th, 2019.

AND TAKE FURTHER NOTICE that on February 11th, 2019 the Supreme Court of Belize in the aforesaid claim further ordered and declared that the Recognition Order of January 16th, 2019 which recognized and declared enforceable the Receivership Order in the United States proceedings in the Belize jurisdiction be "*Extended Until Further Order*".

A true copy (LS) of the Receivership Order appointing Robb Evans & Associates LLC temporary Receiver of the above-named Companies by the United States District Court of Maryland in the United States proceedings and of the Recognition Order of the Supreme Court of Belize duly recognizing and declaring the same to be enforceable in Belize is attached hereto as Annex I.

Dated the 1st day of September, 2019


Barrow & Williams LLP
per: Rodwell R.A. Williams S.C., C.B.E.

This document was prepared and filed by Barrow & Williams LLP, attorneys-at-law of No. 84 Albert Street, Belize City, Belize as attorneys at law for Robb Evans & Associates LLC, Receiver in Belize.

RRAW/cw/18-0672

BELIZE

The Companies Act
(Chapter 250 of the Laws of Belize, 2011)

**Notice of the Removal and of the Appointment of Directors
of the below-named Companies by Operation of Law
Pursuant to Section 77 of the Companies Act**

Name of Companies: SITTEE RIVER WILDLIFE RESERVE
and
ECO-FUTURES BELIZE LIMITED
and
SANCTUARY BELIZE PROPERTY OWNERS' ASSOCIATION

To: Registrar of Companies
Belize Companies & Corporate
Affairs Registry
Mountain View Blvd, Belmopan City
Cayo District of Belize

TAKE NOTICE that we, Robb Evans & Associates LLC of 11450 Sheldon Street, Sun Valley, California 91352, one of the United States of America, was duly appointed temporary Receiver of the above named companies and others named in foreign proceedings, by judicial appointment of the United States District Court for the District of Maryland, Southern Division in Case No. 18-CV-03309- PJM between the Federal Trade Commission v Ecological Fox LLC et al as sole agent of the Court and with specific power and authority to, *inter alia*, “assume full control of the Receivership Entities by removing as the Receiver deems necessary or advisable, any director, officer, independent contractor, employee, attorney, or agent of any Receivership Entity from control of, management of, or participation in, the affairs of the Receivership Entities.”

TAKE FURTHER NOTICE THAT by Claim No. 17 of 2019 between Robb Evans & Associates LLC v Sittee River Wildlife Reserve, Eco Futures Belize Limited and Sanctuary Belize Property Owners' Association, the Supreme Court of Belize on January 16th 2019 ordered that the Receivership Order granted in the United States proceedings be recognized and declared enforceable in all its terms within Belize's jurisdiction until February 11th, 2019.

AND THAT on February 11th, 2019 the Supreme Court of Belize further ordered and declared that the Recognition Order of January 16th, 2019 which recognized and declared enforceable the Receivership Order in the United States proceedings in the Belize jurisdiction be “*Extended Until Further Order*”.

THAT the broad effect and full purport of such powers and authority given to the temporary Receiver by the Courts put the Receiver in total control of all assets of the above-named Companies with power to remove and appoint directors thereof. A true copy (LS) of the Receivership Order appointing the Receiver and authorizing and permitting the Receiver to enforce and carry out the powers given regarding the above-named Companies by the United States District Court for Maryland in the United States proceedings and the Recognition Order duly recognizing and declaring the same to be enforceable in Belize is attached hereto as Annex I.

AND WHEREAS the Receiver is desirous of removing the persons whose names appear in the First Schedule hereto as directors of the respective companies and appointing those persons whose names appear in the Second Schedule hereto as directors of the respective companies in their stead.

NOW THEREFORE pursuant to the powers and authorities vested in us under and by virtue of the Recognition and Receivership Orders, by operation of law and all other powers us enabling, first WE DO HEREBY terminate and remove the persons whose names appears in the First Schedule hereto as directors of the respective Companies, and secondly, WE DO HEREBY NOMINATE CONSTITUTE AND APPOINT the persons whose names appears in the Second Schedule hereto as directors of the respective Companies in their stead AND DECLARE such termination and appointment, as the case may be, to be effective as of Wednesday September 25th, 2019.

The First Schedule above referred to
(Terminated Directors)

Sittee River Wildlife Reserve

<u>Name</u>	<u>Address</u>
1. Peter Baker	Sittee River Village, Stann Creek District of Belize
2. Richard Baker	Sittee River Village, Stann Creek District of Belize
3. Alfonso Bailey	Sittee River Village, Stann Creek District of Belize
4. Joan Medhurst	Sittee River Village, Stann Creek District of Belize
5. Joseph Espinosa	Sittee River Village, Stann Creek District of Belize
6. Gordon Barienbrock	Sittee River Village, Stann Creek District of Belize
7. Abram Froese	Sittee River Village, Stann Creek District of Belize
8. Maya Baker	Sittee River Village, Stann Creek District of Belize
9. Phillip Watford	Sittee River Village, Stann Creek District of Belize
10. Francisco Pop	Sittee River Village, Stann Creek District of Belize
11. Penny Scrutchin	Sittee River Village, Stann Creek District of Belize
12. Jerry Brown	All Pines Road, Stann Creek District of Belize
13. Erwin Contreras	All Pines Road, Stann Creek District of Belize
14. Kendis Kelly	All Pines Road, Stann Creek District of Belize

Eco Futures Belize Limited

<u>Name</u>	<u>Address</u>
1. Alfonso Bailey	Sittee River Village, Stann Creek District of Belize
2. George Mock	Sittee River Village, Stann Creek District of Belize

Sanctuary Belize Property Owners' Association

<u>Name</u>	<u>Address</u>
1. John Usher	Sittee River Village, Stann Creek District of Belize
2. Andrew Usher	Sittee River Village, Stann Creek District of Belize
3. Thomas Scrutchin	Sittee River Village, Stann Creek District of Belize
4. Jerry K. Brown	Sittee River Village, Stann Creek District of Belize
5. David H. Reeves	1605 Lone Man Mountain Rd., Wimberly, TX 78676, U.S.A
6. Steven D. Lefler	810 Morse St., Oceanside, CA 92054, U.S.A.

The Second Schedule above referred to
(Appointed Directors)

Sittee River Wildlife Reserve

<u>Name</u>	<u>Address</u>
1. Brick Kane	11450 Sheldon Street, Sun Valley, CA 91352, U.S.A.
2. Val Miller	11450 Sheldon Street, Sun Valley, CA 91352, U.S.A.
3. Anita Jen	11450 Sheldon Street, Sun Valley, CA 91352, U.S.A.
4. Robb Evans & Associates LLC	11450 Sheldon Street, Sun Valley, CA 91352, U.S.A.

Eco-Futures Belize Limited

<u>Name</u>	<u>Address</u>
1. Brick Kane	11450 Sheldon Street, Sun Valley, CA 91352, U.S.A.
2. Val Miller	11450 Sheldon Street, Sun Valley, CA 91352, U.S.A.
3. Anita Jen	11450 Sheldon Street, Sun Valley, CA 91352, U.S.A.
4. Robb Evans & Associates LLC	11450 Sheldon Street, Sun Valley, CA 91352, U.S.A.

Sanctuary Belize Property Owners' Association

<u>Name</u>	<u>Address</u>
1. Brick Kane	11450 Sheldon Street, Sun Valley, CA 91352, U.S.A.
2. Val Miller	11450 Sheldon Street, Sun Valley, CA 91352, U.S.A.
3. Anita Jen	11450 Sheldon Street, Sun Valley, CA 91352, U.S.A.
4. Robb Evans & Associates LLC	11450 Sheldon Street, Sun Valley, CA 91352, U.S.A.

The 25th day of September, 2019



Robb Evans & Associates LLC, Receiver
per: Brick Kane

This document was prepared and filed by Barrow & Williams LLP, attorneys-at-law of No. 84 Albert Street, Belize City, Belize as attorneys at law for Robb Evans & Associates LLC, Receiver in Belize.
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