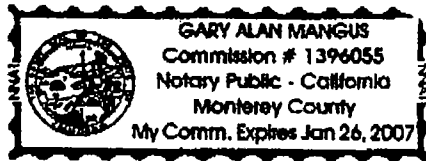


This is Exhibit " K "
Referred to in the Affidavit
of ROBERT HOPKINS
Sworn before me this 23
day of April A.D. 2004

 Gary Alan Mangus
Notary Public in and for the
State of CALIFORNIA



BLAKE, CASSELS & GRAYDON LLP

BARRISTERS & SOLICITORS | PATENT & TRADE-MARK AGENTS

Suite 3500, East Tower, Bankers Hall
855 – 2nd Street S.W.
Calgary, Alberta, Canada
T2P 4J8

Telephone: 403.260.9600
Facsimile: 403.260.9700
www.blakes.com

A. Robert Anderson
Direct Dial: 403.260.9624
E-mail: robert.anderson@blakes.com

Reference: 67070/2

April 23, 2004

HAND DELIVERED

Evans Consoles Inc.
1616 – 27th Avenue N.E.
Calgary, Alberta T2E 8W4

Attention: **Tom Smillie**
Chief Financial Officer

Dear Sir:

Re: Demand for Payment

We are Canadian counsel for Massachusetts Mutual Life Insurance Company, MassMutual Corporate Investors, MassMutual Participation Investors, MassMutual Corporate Value Partners, Limited (collectively, “MassMutual”) and CM Equity Partners, L.P. (“CM Equity”). We advise as follows:

1. On March 3, 1998 Evans Consoles Inc. (“Evans Canada”) and Evans Consoles Incorporated (“Evans U.S.”) entered into securities purchase agreements (the “Securities Purchase Agreements”) with MassMutual. All capitalized terms used but not otherwise defined have the meanings ascribed to them in the Securities Purchase Agreements as amended by the Securities Purchase Amendment Agreements described below.
2. Pursuant to the Securities Purchase Agreements Evans Canada issued and sold to MassMutual Tranche A Notes in the principal amount of USD \$12,800,000.00 and Tranche B Notes in a principal amount of USD \$3,500,000.00.
3. Pursuant to the Securities Purchase Agreements Evans U.S. issued and sold to MassMutual Revolving Credit Notes in the principal amount of USD \$4,900,000.00.
4. On or about January 21, 2003 Evans Canada, Evans U.S., MassMutual and CM Equity entered into securities purchase amendment agreements (“Securities Purchase Amendment Agreements”) and referred to collectively with the Securities Purchase Agreements as the “Amended Securities Purchase Agreements”).

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5. Pursuant to the Securities Purchase Amendment Agreements Evans Canada and Evans U.S. issued and sold to MassMutual New Senior Notes for the principal amount of USD \$1,000,000.00.
6. Pursuant to the Securities Purchase Amendment Agreements Evans Canada and Evans U.S. issued and sold to CM Equity New Senior Notes for the principal amount of USD \$1,000,000.00.
7. Pursuant to a note guarantee dated March 3, 1998 as amended by the Securities Purchase Amendment Agreements (the "Note Guarantee"), Evans Canada guaranteed the due and punctual payment of the principal, premium, interest on and fees and other amounts payable with respect to the Tranche A Notes, the Tranche B Notes, the Revolving Credit Notes and the New Senior Notes (collectively referred to as the "Notes") and the due and punctual payment and performance of any and all other indebtedness and obligations of Evans Canada and Evans U.S. under the Amended Securities Purchase Agreements, the Security Agreement (referred to below), the Note Guarantee and other documents (collectively referred to as the "Operative Documents").
8. On or about March 3, 1998 (as later amended by the Securities Purchase Amendment Agreements) Evans Canada and CIBC Mellon Trust Company, as trustee for MassMutual and CM Equity (the "Trustee"), entered into a security agreement (the "Security Agreement") securing the due and punctual payment of the principal, premium, interest, fees and other amounts payable with respect to the Notes and the due and punctual payment and performance of any and all other indebtedness and obligations of Evans Canada and Evans U.S. related to the Notes or arising under or referred to in any of the Operative Documents.
9. Pursuant to the Security Agreement, as amended by the Securities Purchase Amendment Agreements, Evans Canada mortgaged, hypothecated, charged, pledged, granted and assigned as collateral to the Trustee and created for the benefit of the Trustee and, in the case of any agreement or contract, created a first fixed and specific assignment of (for the benefit of and on behalf of MassMutual and CM Equity) and a continuing security interest in and lien on all of the tangible and intangible personal property and fixtures of Evans Canada, whether then owned and existing or thereafter acquired or arising, wherever located, together with any and all additions, accessions and attachments thereto and substitutions, replacements, proceeds and products thereof.
10. The Amended Securities Purchase Agreements provide that if an Event of Default occurs the principal of all Notes shall forthwith become due and payable, together with interest accrued thereon and Evans Canada shall forthwith pay to MassMutual and CM Equity the entire principal, interest accrued on and fees payable with respect to the Notes.
11. Pursuant to the terms of the Amended Securities Purchase Agreements, the following Events of Default have now occurred:

- (i) Evans Canada has not paid and cannot pay its debts as they become due; and
 - (ii) the Consolidated Net Worth of Evans Canada and Evans U.S. has fallen below CDN \$8,820,000 plus 75% of positive Consolidated Net Income for the quarterly accounting period ending February 28, 2004.
12. As of April 1, 2004 a total of USD **\$21,936,039.21**, as more particularly described in the attached Schedule "A", remains owing on the Notes to MassMutual and CM Equity as follows:
- USD \$1,055, 240.65 to CM Equity; and
 - USD \$20,880,798.56 to MassMutual.
13. Pursuant to the Amended Securities Purchase Agreements, the Note Guarantee and the Security Agreement all indebtedness under the Notes is forthwith due and payable to MassMutual and CM Equity.
14. On behalf of MassMutual and CM Equity, we hereby demand that Evans Canada pay forthwith the sum of USD \$21,936,039.21 plus per diem interest (from April 1, 2004) of USD \$2477. 22 (the "Indebtedness") to MassMutual and CM Equity as follows:
- to CM Equity, USD \$1,055,240.65 plus USD \$267.63 per diem interest
 - to MassMutual, USD \$20,880,798.56 plus USD \$2209.59 per diem interest
- by delivering a certified cheque or bank draft, payable to MassMutual and CM Equity in the above amounts in care of Blake, Cassels & Graydon LLP at the following address:
- Blake, Cassels & Graydon LLP
Suite 3500
855 – 2nd Street SW
Calgary, AB T2P 4J8
Attention: Robert Anderson
15. If Evans Canada fails to comply with the foregoing demand MassMutual and CM Equity will take, or will cause the Trustee to take, such steps as they deem appropriate to enforce the Securities Purchase Agreements, the Securities Purchase Amendment Agreements and the Security Agreement and recover the Indebtedness together with further accrued interest and all costs, charges and expenses.

16. We enclose a copy of a Notice of Intention to Enforce Security which is provided to you pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) and a Consent to Earlier Enforcement form for you to sign and return to us, in the event you agree to sign it.

Please govern yourself accordingly.

Yours truly,



A. Robert Anderson

Encl.

c: Mr. Robert Hopkins (CM Equity Partners, LP)
Mr. Michael Klofas (MassMutual)
Evans Consoles Incorporated

Service of the original and attachments to
this letter is admitted this _____ day of
April, 2004.

Evans Consoles Inc.

Per: _____
Tom Smillie
Chief Financial Officer

Schedule "A"
(all amounts are in U.S. dollars)

	Massachusetts Mutual Life Insurance Company		MassMutual Corporate Investors		MassMutual Participation Investors		MassMutual Value Partners, Limited		CM Equity Partners, L.P.		TOTAL	
	Principal (\$)	Interest (\$)	Principal (\$)	Interest (\$)	Principal (\$)	Interest (\$)	Principal (\$)	Interest (\$)	Principal (\$)	Interest (\$)	Principal (\$)	Interest (\$)
TRANCHE A												
Floating (Defer)	76,021.37*	4,229.72	28,960.52	1,611.32	14,480.26	805.66	25,340.46	1,409.91			144,802.61	8,056.61
Floating	2,557,537.50	86,702.28	974,300.00	33,029.44	487,150.00	16,514.72	852,512.50	28,900.76			4,871,500.00	165,147.20
Fixed	2,557,537.50	136,557.35	974,300.00	52,021.85	487,150.00	26,010.92	852,512.50	45,519.12			4,871,500.00	260,109.24
Fixed (Defer)	114,428.49*	9,859.53	43,591.81	3,756.01	21,795.90	1,878.01	38,142.83	3,286.51			217,959.03	18,780.06
Sub-total	5,305,524.86	237,348.88	2,021,152.33	90,418.62	1,010,576.16	45,209.31	1,768,508.29	79,116.30			10,105,761.64	452,093.11
TRANCHE B												
Fixed	1,837,500.00	130,933.83	700,000.00	49,879.56	350,000.00	24,939.78	612,500.00	43,644.61			3,500,000.00	249,397.78
Fixed (Defer)	218,904.93*	18,495.87	83,392.35	7,046.04	41,696.18	3,523.02	72,968.31	6,165.29			416,961.77	35,230.22
Sub-total	2,056,404.93	149,429.70	783,392.35	56,925.60	391,696.18	28,462.80	685,468.31	49,809.90			3,916,961.77	284,628.00
Revolving	2,572,500.00	87,209.52	980,000.00	33,222.68	490,000.00	16,611.34	857,500.00	29,069.84			4,900,000.00	166,113.38
	636,500.00	35,160.67	242,000.00	13,368.24	121,500.00	6,711.74			1,000,000.00	55,240.65	2,000,000.00	110,481.30
NEW TRANCHE A												
	10,570,929.70	509,148.77	4,026,544.68	193,955.14	2,013,772.34	96,995.19	3,311,476.60	157,996.04	1,000,000.00	55,240.65	20,922,723.41	1,013,315.79
TOTAL												

* These amounts represent capitalized interest on deferred quarterly interest payments on the Tranche A Fixed and Floating Notes and Tranche B Fixed Notes.

CM Equity Partners, L.P.

MassMutual Value Partners, Limited

MassMutual Corporate Investors

MassMutual Participation Investors

Massachusetts Mutual Life Insurance Company

Revolving

Fixed (Defer)

Fixed

Floating (Defer)

NOTICE OF INTENTION TO ENFORCE SECURITY
(Sec. 244(1) of the *Bankruptcy and Insolvency Act*)

To: Evans Consoles Inc. (the "Debtor")

TAKE NOTICE that:

1. Massachusetts Mutual Life Insurance Company, MassMutual Corporate Investors, MassMutual Participation Investors, MassMutual Corporate Value Partners, Limited and CM Equity Partners, L.P. (collectively the "Secured Creditors") intend to enforce or cause their trustee, CIBC Mellon Trust Company ("CIBC Mellon"), to enforce its security on all present and after-acquired personal property of the Debtor.
2. The security that is to be enforced is a Security Agreement between the Debtor and CIBC Mellon as trustee for the Secured Creditors dated March 3, 1998 and as amended by the Securities Purchase Amendment Agreements, dated January 21, 2003 (the "Security").
3. The total amount of the indebtedness secured by the Security is USD \$21,936,039.21 plus interest after April 1, 2004 and costs, charges and expenses which have accrued and continue to accrue.
4. The Secured Creditors and CIBC Mellon as trustee for the Secured Creditors will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice unless the Debtor consents to an earlier enforcement.
5. This Notice of Intention to Enforce Security may be signed in counterpart and by facsimile.

Dated at Calgary, Alberta, this 23rd day of April, 2004.

Massachusetts Mutual Life Insurance Company
MassMutual Corporate Investors
MassMutual Corporate Value Partners, Limited
MassMutual Participation Investors
CM Equity Partners, L.P.

By their solicitors and agents Blake, Cassels &
Graydon LLP

Per: 

A. Robert Anderson