



This is the 2nd Affidavit of C. Curran
made on September 3rd, 2020

NO. S 1913131
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MICHAEL NEIL STREET and
MARIELLE JAQUELINE ANGELLA BRULE

PLAINTIFFS

AND:

SATHER RANCH LTD. by its
Court Appointed Receiver and Manager,
G. MOROSO & ASSOCIATES INC.

DEFENDANT

AFFIDAVIT

I, Cindy Curran, of 1600-925 West Georgia Street, in the City of Vancouver, in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

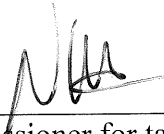
1. I am a legal assistant with the law firm of Lawson Lundell LLP, solicitors for C. Cheveldave & Associates Ltd. (the "**Receiver**"), the Court Appointed Receiver and Manager of all of the assets, undertakings and property of Sather Ranch Ltd., and as such have personal knowledge of the matters herein deposed to.
2. Attached hereto and marked as **Exhibit "A"** is a copy of a Land Title Office Search for property owned by the Defendant, Sather Ranch Ltd., being:

PARCEL IDENTIFIER: 011-781-441
LEGAL DESCRIPTION: SUB LOT 8 DISTRICT LOT 2711 SIMILKAMEEN
DIVISION YALE DISTRICT PLAN 1190

(the "**Lands**")

3. Attached hereto and marked as **Exhibit “B”** is a copy of Expropriation Act Notice (Provincial) registered against the Lands on August 10, 2020 under registration number CA8351820.
4. Attached hereto and marked as **Exhibit “C”** is a copy of the Agreement to Transfer Lands in Settlement of Expropriation Proceedings dated September 2, 2020 between the Receiver as Seller and the Regional District of Okanagan-Similkameen (“**RDOS**”).
5. Attached hereto and marked as **Exhibit “D”** is a copy of an e-mail dated August 13, 2020 from Kim Brodersen (using her husband’s email address) to Scott Andersen regarding their preference to have the RDOS complete the expropriation.
6. Attached hereto and marked collectively as **Exhibit “E”** is a copy of an e-mail dated August 28, 2020 from Gil Szabo (realtor for the Brodersens) to Scott Andersen, together with a true copy of its attachment being an addendum extending the deadline for court approval of the Brodersen contract to September 11, 2020.
7. Attached hereto and marked as **Exhibit “F”** is a copy of the Multiple Listing Contract effective June 26, 2020 (without its schedules or attachments) between the Receiver and its realtor.
8. Attached hereto and marked as **Exhibit “G”** is a copy of an email dated August 24, 2020 from Cecil Cheveldave to the secured creditors herein and to the shareholders of Sather Ranch Ltd. and their legal counsel, regarding the payment of real-estate commission in the event the transaction with RDOS is concluded. I am informed by Cecil Cheveldave and verily believe that he has not received any objection from any stakeholder to the proposed payment of commission.
9. I am informed by Cecil Cheveldave and verily believe that it is the Receiver’s recommendation herein to:
 - (a) approve the transaction with RDOS;
 - (b) to pay the proposed real-estate commission; and

This is **Exhibit "A"** referred to in the
Affidavit of **C. Curran** made before me on
September 3, 2020



A Commissioner for taking Affidavits for
British Columbia

TITLE SEARCH PRINT

2020-08-11, 09:38:31

File Reference: 36622-148976

Requestor: Cindy Curran

Declared Value \$150000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District

Land Title Office

KAMLOOPS

KAMLOOPS

Title Number

From Title Number

CA5807500

CA5748632

Application Received

2017-02-06

Application Entered

2017-02-10

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

SATHER RANCH LTD., INC.NO. A0088770
1335 COMMERCIAL WAY
PENTICTON, BC
V2A 3H4

Taxation Authority

Penticton Assessment Area

Description of Land

Parcel Identifier:

011-781-441

Legal Description:

SUB LOT 8 DISTRICT LOT 2711 SIMILKAMEEN DIVISION YALE DISTRICT PLAN 1190

Legal Notations

EXPROPRIATION ACT NOTICE, SEE CA8351820, 2020-08-10
DEALINGS RESTRICTED

Charges, Liens and Interests

Nature:

RESERVATION

Registration Number:

44185E

Registered Owner:

THE COLUMBIA WESTERN RAILWAY

Remarks:

DD 8303

Nature:

RIGHT OF WAY

Registration Number:

N32015

Registration Date and Time:

1978-06-12

Registered Owner:

WEST KOOTENAY POWER AND LIGHT COMPANY LIMITED

TITLE SEARCH PRINT

2020-08-11, 09:38:31
Requestor: Cindy Curran

File Reference: 36622-148976
Declared Value \$150000

Nature:	MORTGAGE
Registration Number:	CA5807665
Registration Date and Time:	2017-02-06 15:46
Registered Owner:	MICHAEL NEIL STREET MARIELLE JACQUELINE ANGELLA BRULE AS JOINT TENANTS
Transfer Number:	CA7496634

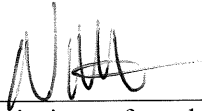
Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA5807666
Registration Date and Time:	2017-02-06 15:46
Registered Owner:	MICHAEL NEIL STREET MARIELLE JACQUELINE ANGELLA BRULE AS JOINT TENANTS
Transfer Number:	CA7496635

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is Exhibit "B" referred to in the Affidavit of **C. Curran** made before me on September 3, 2020



A Commissioner for taking Affidavits for
British Columbia

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING Aug-10-2020 09:54:44.001
LAND TITLE AND SURVEY AUTHORITY

CA8351820

PAGE 1 OF 4 PAGES

Your electronic signature is a representation that
(a) you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this application by an e-filing direction made under section 168.22(2) of the act, and
(b) if this application requires a supporting document, that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

Michael William Moll J6L3QP
Digitally signed by Michael William Moll J6L3QP
Date: 2020.08.10 09:18:17 -07'00'

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

Michael Moll, Barrister & Solicitor

YOUNG ANDERSON

1616 - 808 Nelson Street

Vancouver

BC V6Z 2H2

Phone: (604) 689-7400

File: 27-412

Document Fees: \$29.95

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

011-781-441

SUB LOT 8 DISTRICT LOT 2711 SIMILKAMEEN DIVISION YALE DISTRICT
PLAN 1190

STC? YES

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

EXPROPRIATION ACT NOTICE (PROVINCIAL)

ADDITIONAL INFORMATION:

See attached Form 1 Expropriation Notice

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

101 MARTIN STREET

PENTICTON

V2A 5J9

BRITISH COLUMBIA

CANADA

Expropriation Act

Form 1

(section 6(1))

EXPROPRIATION NOTICE

Expropriation Notice No. _____
(to be filled in by Land Title Office)

TO: Sather Ranch Ltd.
1335 Commercial Way
Penticton, BC V2A 3H4

Canadian Pacific Railway Company, formerly known The Columbia and
Western Railway (as to Reservation)
7550 Ogden Dale Road S.E.
Calgary, AB T2C 4X9

FortisBC Inc., formerly known as West Kootenay Power and Light Company
Limited (as to Right of Way)
25th Floor, 700 West Georgia Street
Vancouver, BC V7Y 1B3

Michael Neil Street (as to Mortgage and Assignment of Rents)
1313 Greyback Mountain Road
Penticton, BC V2A 8T3

Marielle Jacqueline Angelia Brule (as to Mortgage and Assignment of Rents)
1313 Greyback Mountain Road
Penticton, BC V2A 8T3

AND: Regional District of Okanagan-Similkameen (as approving authority)
101 Martin Street
Penticton BC V2A 5J9

AND: Registrar
Kamloops Land Title Office

TAKE NOTICE that

7

The Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton BC V2A 5J9, (250) 492-0237 (the "expropriating authority") intends to expropriate land or an interest in land in respect of which Sather Ranch Ltd. is the registered owner, the particulars of which are as follows:

PID: 011-781-441
Sub Lot 8 District Lot 2711 Similkameen Division Yale District Plan 1190
1313 Greyback Mountain Road, Penticton, BC

- 1. The nature of the interest in the land intended to be expropriated is the fee simple estate.

NOTE: Where an interest less than the fee simple is indicated, the Expropriation Notice must be accompanied by a written instrument in form and substance capable of registration as a charge under the *Land Title Act*.

- 2. The work or purpose for which the interest in the land is required is for the construction and operation of an organics treatment and processing facility on the land.
- 3. The approving authority with respect to this expropriation is Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton BC V2A 5J9, (250) 492-0237.
- 4. Where an owner is eligible under section 10 of the *Expropriation Act* to request an inquiry, the minister and the expropriating authority must be served with a Notice of Request for Inquiry (Form 2), a copy of which is attached hereto, within 30 days after the date this Expropriation Notice is served on the owner.
- 5. Where less than an entire parcel is affected by the expropriation and a fee simple interest is intended to be expropriated, a copy of a reference or explanatory plan must be attached to this Expropriation Notice and the application to file the notice in the Land Title Office must be accompanied by a plan package that complies with section 67(s) of the *Land Title Act*.

DATED at Penticton, BC this 1st day of August, 2020.

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

Per 
Name: BILL NEWELL
Title: CHIEF ADMINISTRATIVE OFFICER

3

Expropriation Act

Form 2

(Section 10(3))

Notice of Request for Inquiry

TO: The Attorney General and Minister Responsible for Treaty Negotiations

AND TO: [Name and address of expropriating authority]

TAKE NOTICE that [Name, Address], being an owner whose land is included in an Expropriation Notice dated [month, day and year], hereby requests that the court appoint an inquiry officer to conduct an inquiry under section 10 of the *Expropriation Act*.

AND FURTHER TAKE NOTICE that the particulars in support of this request are as follows:

- 1. [Legal description of land to be expropriated.]
- 2. [Describe interest owner has in land to be expropriated.]
- 3. [State reasons for requesting inquiry.]

NOTE: This notice must be served on the court and the expropriating authority within 30 days after the date the Expropriation Notice was served on the owner.

DATED at _____ this _____ day of _____, 20____

[Name of Owner or Agent]
[Address]
[Telephone Number]

By: _____
(Authorized Signatory)

This is **Exhibit "C"** referred to in the Affidavit of **C. Curran** made before me on September 3, 2020



A Commissioner for taking Affidavits for
British Columbia

AGREEMENT TO TRANSFER LANDS IN SETTLEMENT OF EXPROPRIATION PROCEEDINGS

THIS AGREEMENT dated for reference September 2, 2020, is

BETWEEN:

C. CHEVELDAVE & ASSOCIATES LTD., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF ALL OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF SATHER RANCH LTD., Suite 600-I, 235 – 1st Avenue, Kamloops, BC, V2C 3J4

(the “**Seller**”)

AND:

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN, 101 Martin Street, Penticton, BC, V2A 5J9

(the “**RDOS**”)

WHEREAS:

- A. Sather Ranch Ltd. (the “**Owner**”) is the registered owner in fee simple of the land located at 1313 Greyback Mountain Road, Penticton BC, and legally described as Sub Lot 8 District Lot 2711 Similkameen Division Yale District Plan 1190 (PID: 011-781-441) (the “**Lands**”);
- B. Pursuant to an Order of the Supreme Court of British Columbia entered November 21, 2019, Vancouver Registry No. S 1913131, C. Cheveldave & Associates was appointed as receiver and manager of all of the assets, undertakings and property of the Owner (referred to in the Order as the “**Property**”);
- C. That Order empowers and authorizes the Seller to, among other things, (i) take possession of and exercise control of the Property, (ii) settle, extend or compromise any indebtedness to the Debtor, (iii) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver’s name or in the name of and on behalf of Sather Ranch Ltd., for any purpose pursuant to the Order, and (iv) sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business;
- D. The RDOS wishes to acquire the Lands and commenced an expropriation of the Lands by way of Expropriation Notice dated August 6, 2020 filed in the Land Title Office on August 10, 2020 under No. CA8351820;
- E. The Seller is prepared to transfer the Lands to the RDOS, subject to court approval; and

Sep 02, 2020 2:55 PM/.

- F. The Seller and the RDOS wish to enter into this Agreement , to provide for the transfer of the Lands to the RDOS.

THIS AGREEMENT is evidence that in consideration of the promises exchanged below and other good and valuable consideration (the receipt and sufficiency of which the Seller and the RDOS each acknowledge), the parties agree as follows:

1. **Definitions** – In this Agreement:

- (a) **“Completion Date”** means the date that is 14 days following court approval of the transfer of the Lands to the RDOS as contemplated by this Agreement (or earlier if the parties are agreeable), provided that if that date is not a business day, the Completion Date shall be the next following business day.
- (b) **“Financial Charges”** means the Mortgage and Assignment of Rents registered against title to the Lands in the LTO under numbers CA5807665 and CA5807666, respectively, in favour of Michael Neal Street and Marielle Jacqueline Angella Brule.
- (c) **“Payment Amount”** means \$1,600,000.00 (excluding GST).
- (d) **“RDOS Solicitors”** means Young Anderson.
- (e) **“LTO”** means the applicable Land Title Office.
- (f) **“Seller’s Solicitors”** means Lawson Lundell LLP.
- (g) **“Transfer”** means a Form A transfer in a form registrable in the LTO transferring the estate in fee simple of the Lands to the RDOS.

2. **Transfer & Payment Amount**– The Seller agrees to sell, convey and transfer of fee simple title to the Lands to the RDOS in exchange for the Payment Amount and the RDOS agrees to purchase the Lands from the Seller for the Payment Amount.

3. **Necessary Steps** – The Seller shall take the necessary steps to convey and transfer fee simple title to the Lands to the RDOS, free and clear of all legal notations, liens, claims, charges and encumbrances, except for subsisting provisions, conditions, restrictions, exceptions and reservations contained in the original grant from crown, Reservation 44185E in favour of Columbia Western Railway and Right of Way N32015 in favour of West Kootenay Light and Power Company (the **“Permitted Encumbrances”**).

4. **Completion, Possession & Payment** - On the Completion Date:

- (a) the Seller shall convey and transfer fee simple title to the Lands to the RDOS free and clear of all legal notations, liens, claims, charges and encumbrance other than

the Permitted Encumbrance and the Seller shall provide the RDOS with vacant possession of the Lands, subject only to the Permitted Encumbrances; and

(b) the RDOS shall, pay the Payment Amount to the Seller.

5. **Court Approval** – This transaction provided for under this Agreement is subject to the Supreme Court of British Columbia approving, on or before September 15, 2020, this Agreement and the sale, conveyance and transfer of the Lands to the RDOS pursuant to this Agreement. The Seller shall present this Agreement to the court for approval on or before such date and shall notify the RDOS immediately upon obtaining such approval, if obtained. If the court does not provide such approval on or before such date, this Agreement shall automatically terminate and neither party will have any further obligations under this Agreement.
6. **Preparation of Transfer Documents** – The RDOS shall, at its expense, prepare all necessary documents and forms for the purpose of completing the transaction under this Agreement, including the Transfer, and provide the same to the Seller's Solicitors for completion.
7. **Closing Documents** – Before the Completion Date, the Seller will cause the Seller's Solicitors to deliver to the RDOS Solicitors:
 - (a) a duly executed and registrable Transfer;
 - (b) a statutory declaration sworn by a director or senior officer of the Seller, containing: (i) particulars pertaining to the Seller required to be included in the RDOS' Property Transfer Tax Form required to be filed with the completion of the transaction contemplated by this Agreement (and the Seller hereby consents to the RDOS inserting such particulars into such Form); (ii) declarations regarding the Speculation and Vacancy Tax if the Lands are a residential property in a jurisdiction where such tax is imposed; and (iii) confirming that the Seller is not then, and on the Completion Date will not be, a 'non-resident' within the meaning under the *Income Tax Act* (Canada);
 - (c) a statutory declaration sworn by a director or senior officer of the Owner, containing: (i) particulars pertaining to the Owner required to be included in the RDOS' Property Transfer Tax Form required to be filed with the completion of the transaction contemplated by this Agreement (and the Owner hereby consents to the RDOS inserting such particulars into such Form); (ii) declarations regarding the Speculation and Vacancy Tax if the Lands are a residential property in a jurisdiction where such tax is imposed; and (iii) confirming that the Owner is not then, and on the Completion Date will not be, a 'non-resident' within the meaning under the *Income Tax Act* (Canada); and

- (d) all other documents required, as determined by the RDOS Solicitors, to transfer fee simple title to the Lands to the RDOS in accordance with this Agreement, each duly signed and in a registrable form where applicable.

8. **Completion** – On the Completion Date:

- (a) the RDOS will pay the Payment Amount, adjusted in accordance with this Agreement, to the RDOS Solicitors in trust;
- (b) the RDOS will cause the RDOS Solicitors to apply to the LTO to register the Transfer; and
- (c) upon the RDOS Solicitors being satisfied after making the application referred to in paragraph (b) of this section that in the normal course of land title office procedure, title to the Lands will be registered in the name of the RDOS free and clear of all legal notations, liens, charges and encumbrances other than the Permitted Encumbrances, the RDOS will cause the RDOS Solicitors to deliver to the Seller's Solicitors a solicitor's trust cheque for the Payment Amount, adjusted in accordance with this Agreement, made payable to the Seller's Solicitors, in trust.

All requirements of this section are concurrent requirements and nothing will be completed on the Completion Date until all such requirements are done.

9. **Discharge of Financial Charges** – The Seller, while still required to discharge the Financial Charges from title to the Lands, may wait to pay and discharge the Financial Charges until immediately after receipt of the adjusted Payment Amount, but in this event payment of the adjusted Payment Amount shall be made payable to the Seller's Solicitors on the CBA Standard Undertakings to payout and discharge the Financial Charges and remit the balance, if any, to the Seller.
10. **Adjustments** – All adjustments to the Payment Amount, both incoming and outgoing, usually the subject of adjustment between a vendor and a purchaser in connection with the purchase and sale of land, including adjustments of property taxes, utilities and rents, will be made up to and including the Completion Date.
11. **Exclusions, Removal and Holdback** – The transfer of the Lands to the RDOS under this Agreement does not include any chattels or other personal property including, without limiting the foregoing, any of the property listed on **Schedule A**. The Seller shall remove all chattels and other personal property, including the property listed on **Schedule A**, from the Lands on or before November 30, 2020. On the Completion Date, the RDOS may holdback \$10,000 from the Payment Amount as security for performance by the Seller of its obligations under this section and may use such holdback to pay any RDOS costs incurred as a result of any failure by the Seller to perform its obligations under this section, including RDOS removal, storage and disposal costs. If the chattels are removed

as required, RDOS must pay any funds heldback to the Seller on or before the earlier of:
(i) the date on which the removal of the chattels has been confirmed by RDOS or
(ii) December 7, 2020.

12. **Registration Fees, GST, Real Estate Fees and Legal Fees** – The RDOS will pay, as and when due and payable:
- (a) LTO registration fees in connection with registration of the Transfer;
 - (b) its own legal fees and disbursements in connection with this Agreement and the transaction for which it provides; and
 - (c) any GST payable under the *Excise Tax Act* (Canada) in respect of its purchase of the Lands under this Agreement.

The Seller will bear all costs of clearing title to the Lands and will pay its own legal fees and disbursements in connection with this Agreement and the transaction for which it provides.

No real estate agent fees or commission shall be payable by the RDOS with respect to the transfer of the Lands contemplated by this Agreement, and the Seller shall be responsible for paying any such fees and commissions.

13. **Seller Covenants** – From the date that this Agreement is made to, and including, the Completion Date, the Seller shall not:
- (a) grant or transfer any interest in the Lands or cause any charge, encumbrance or security interest of any type to be registered against the titles to the Lands;
 - (b) grant or enter into any lease, license or other agreement pertaining to the use or occupation of the Lands, without the prior written approval of the RDOS;
 - (c) do anything that might increase the risk of fire or other loss to the Lands; or
 - (d) deposit or cause to be deposited within the Lands any contaminant or hazardous material.
14. **Seller Representations and Warranties** – The Seller represents and warrants to the RDOS that the following is true, and covenants to the RDOS that the following will be true on the Completion Date:
- (a) the Seller is a corporation duly incorporated and existing under the laws of British Columbia and has the powers provided for in the Order of the Supreme Court of British Columbia entered November 21, 2019, Vancouver Registry No. S 1913131;

- (b) except for court approval as contemplated by this Agreement, all necessary actions, steps and other proceedings have been taken to approve and authorize, validly and effectively, the entering into, execution, delivery and performance of this Agreement and this Agreement constitutes a legal, valid and binding obligation of the Seller in accordance with its terms;
 - (c) the Seller is not a “non-resident” of Canada within the meaning of the *Income Tax Act* (Canada) and it is not acting as an agent, trustee or nominee for any person in connection with the transaction contemplated by this Agreement.
- 15. **RDOS Termination** – The RDOS may terminate this Agreement upon notice to the Seller if:
 - (a) any of the Seller’s representations or warranties under this Agreement is untrue on the Completion Date; or
 - (b) on or before the Completion Date, the Seller fails to comply with any of its covenants under section 13 of this Agreement.
- 16. **RDOS Representations and Warranties** – RDOS represents and warrants to the Seller that the following is true, and covenants to the Seller that the following will be true on the Completion Date:
 - (a) RDOS has the power, authority and capacity to enter into this Agreement and to acquire the Lands pursuant to this Agreement and otherwise carry out the transaction contemplated by this Agreement, and
 - (b) except for court approval as contemplated by this Agreement, all necessary actions, steps and other proceedings have been taken to approve and authorize, validly and effectively, the entering into, execution, delivery and performance of this Agreement and this Agreement constitutes a legal, valid and binding obligation of RDOS in accordance with its terms.
- 17. **“As is” Transfer** – Except for the Seller’s express representations, warranties and covenants under this Agreement, the RDOS acquires the Lands on an “as is” basis, without any representations or warranties from the Seller with respect to the condition of the Lands.
- 18. **Risk** – The Lands will be at the risk of the Seller until application is made to the LTO to register the Transfer on the Completion Date and will thereafter be at the risk of the RDOS.

MISCELLANEOUS

- 19. In this Agreement:
 - (a) all dollar amounts referred to in this Agreement are Canadian dollars;
 - (b) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (d) the term "business day" means a day other than a Saturday, Sunday or statutory holiday in British Columbia;
 - (e) the term "enactment" has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
 - (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
 - (h) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement and any Schedules to this Agreement that form part of this Agreement; and
 - (i) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

- 20. Each party will at all times execute and deliver at the request of the other all such further documents, deeds and instruments, and do and perform such other acts as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.

- 21. No party to this Agreement may assign this agreement or the benefit hereof without the written consent of the other party to this Agreement.

- 22. Time is of essence of this Agreement and the transaction for which it provides.

- 23. This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns, as the case may be.
- 24. This Agreement may not be changed except by an instrument in writing signed by the parties or by their successors or permitted assigns, but the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.
- 25. This Agreement will be governed by and construed in accordance with the laws of British Columbia.
- 26. None of the provisions of this Agreement will merge in the land transfer hereunder or any other documents delivered on the Completion Date and the provisions of this Agreement will survive completion of the transaction for which this Agreement provides.
- 27. This Agreement may be executed in any number of counterparts and delivered by facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

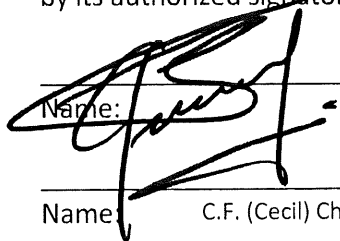
As evidence of their agreement to be bound by this Agreement, the RDOS and the Seller have signed this Agreement below.

REGIONAL DISTRICT OF OKANAGAN SIMILKAMEEN
by its authorized signatories:

Chair:

Chief Administrative Officer:

**C. CHEVELDAVE & ASSOCIATES LTD.,
IN ITS CAPACITY AS COURT APPOINTED
RECEIVER AND MANAGER OF ALL OF THE ASSETS,
UNDERTAKINGS AND PROPERTY OF SATHER RANCH LTD.,**
by its authorized signatories:

Name:  _____
Name: C.F. (Cecil) Cheveldave

- 23. This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns, as the case may be.
- 24. This Agreement may not be changed except by an instrument in writing signed by the parties or by their successors or permitted assigns, but the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.
- 25. This Agreement will be governed by and construed in accordance with the laws of British Columbia.
- 26. None of the provisions of this Agreement will merge in the land transfer hereunder or any other documents delivered on the Completion Date and the provisions of this Agreement will survive completion of the transaction for which this Agreement provides.
- 27. This Agreement may be executed in any number of counterparts and delivered by facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

As evidence of their agreement to be bound by this Agreement, the RDOS and the Seller have signed this Agreement below.

REGIONAL DISTRICT OF OKANAGAN SIMILKAMEEN

by its authorized signatories:

Karla Kozak

Chair:

Bill Kozak

Chief Administrative Officer:

**C. CHEVELDAVE & ASSOCIATES LTD.,
 IN ITS CAPACITY AS COURT APPOINTED
 RECEIVER AND MANAGER OF ALL OF THE ASSETS,
 UNDERTAKINGS AND PROPERTY OF SATHER RANCH LTD.,**
 by its authorized signatories:

 Name:

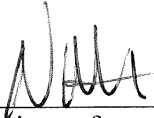
 Name:

SCHEDULE A
EXCLUSIONS TO PURCHASE AND SALE OF 1313 GREYBACK MOUNTAIN ROAD

Items specifically excluded:

- 1000 gallon tank
- Snow plow blade
- Old cattle squeeze
- Misc. gates
- 600 gallon water trough
- Calf shelters (6)
- Horse shelters (3)
- Feeders (4)
- Steel panels (20)
- HiQual cattle squeeze
- Calf squeeze
- 10 x 8 Hi Hog frame gate (6)
- Hi Hog Maternity Pen
- 40 x 40 tent
- Heavy duty bull feeders (2)
- Wall tent 14 x 16
- Honda Generator 3500 (well used)
- Misc tools / chainsaw
- Truck ramps
- Stock waterers (5)
- 2009 Modular Home.

This is **Exhibit "D"** referred to in the Affidavit of **C. Curran** made before me on September 3, 2020



A Commissioner for taking Affidavits for
British Columbia

Cindy Curran (3365) - 14Flr

From: dennis brodersen <denbro123@hotmail.com>
Sent: Thursday, August 13, 2020 8:32 AM
To: Scott Andersen (2546) - 4Flr
Cc: Gil Szabo; Cecil Cheveldave (ctcheveldave@telus.net)
Subject: Re: Hearing

Follow Up Flag: Follow up
Flag Status: Flagged

[THIS MESSAGE ORIGINATED FROM OUTSIDE OUR FIRM]

Yes we are in agreement.

Sent from my iPhone

On Aug 13, 2020, at 9:26 AM, "scott.andersen@lawsonlundell.com" wrote:

Thanks Kim,

Can you please confirm your agreement to RDOS completing the expropriation on the terms set out below if the Received then releases you from the contract and returns your deposit.

Scott R. Andersen
Lawson Lundell LLP
Mobile 250-300-7720

On Aug 13, 2020, at 8:21 AM, dennis brodersen wrote:

[THIS MESSAGE ORIGINATED FROM OUTSIDE OUR FIRM]

Hi Scott. We agree to the adjournment to the 26th and to the contract approval condition extension.

I have sent the signed documents back to Gil.

Kim

Sent from my iPhone

On Aug 13, 2020, at 9:15 AM, "scott.andersen@lawsonlundell.com" wrote:

Kim,

Can you please confirm you agree to the below. If so, can you please return the signed addendum to me. I need a reply from you and the signed addendum before the hearing this morning and preferably before we have to check in with the court at 915am.

Scott R. Andersen
Lawson Lundell LLP
Mobile 250-300-7720

On Aug 12, 2020, at 5:02 PM, Scott Andersen (2546) - 4Flr wrote:

Hi Kim,

The Receiver is agreeable to adjourn the hearing set for tomorrow to August 26, 2020. As a condition of this adjournment, or more accurately, to make it possible, we will need the parties to sign an addendum extending the deadline for court approval from August 17, 2020 to August 28, 2020. I will leave it to Gill/TIm to paper that and to get that out for signature to everyone and back to me this evening if possible.

The Receiver is also agreeable to letting you out of the contract if the RDOS approves the expropriation of the lands for \$1.6 million at its board meeting on August 20, 2020. My understanding is that is your preference. If that happens, then the Receiver would return the deposit to you and the parties would agree to terminate this contract. If the RDOS does not approve the expropriation on August 20th as noted above, then we will proceed on August 26th to seek court approval of the sale to you in accordance with the terms of the contract.

We are trying to be practical and fair here in light of the difficult circumstances the RDOS has put everyone in at the last minute.

Can you please confirm these terms are agreeable to you. If so, please send the signed addendum moving the deadline for court approval.

As for tomorrow, if we are adjourning then you don't necessarily need to attend. However, if you wish to attend, the call-in information is attached.

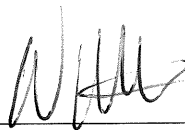
Regards,

Scott R. Andersen<<http://www.lawsonlundell.com><<http://www.lawsonlundell.com>>> | Partner
D 250.979.8546 | M 250.300.7720 | F 604.641.2801 | E scott.andersen@lawsonlundell.com
Lawson Lundell LLP<<http://www.lawsonlundell.com/><<http://www.lawsonlundell.com/>>> Suite
403, 460 Doyle Avenue, Kelowna, BC V1Y 0C2
Vancouver | Calgary | Yellowknife | Kelowna

Navigate the legal implications of COVID-19<<https://www.lawsonlundell.com/navigating-covid-19><<https://www.lawsonlundell.com/navigating-covid-19>>>

Disclaimer

This is Exhibit "E" referred to in the
Affidavit of **C. Curran** made before me on
September 3, 2020



A Commissioner for taking Affidavits for
British Columbia

Cindy Curran (3365) - 14Flr

From: Gil Szabo <gil@gilszabo.com>
Sent: Friday, August 28, 2020 12:15 PM
To: Scott Andersen (2546) - 4Flr
Cc: Cecil Cheveldave (ctcheveldave@telus.net); 'dennis brodersen'; Ranch Properties
Subject: RE: Addendum
Attachments: 1313 greyback date extension strick out.pdf

[THIS MESSAGE ORIGINATED FROM OUTSIDE OUR FIRM]

Mr Andersen,

Please find attached the addendum you requested, signed by the original buyers.

I do not know that there is any benefit to these buyers to sign this, however we are returning it signed to help you out in the expropriation process with the RDOS.

As previously stated, the buyers have no interest in getting embroiled in an expropriation.

The impending expropriation has most definitely had an effect on the legal status and title to this property, something which no longer fits with the plans and future use and enjoyment of the lands for these buyers. The property has fundamentally changed from what these buyers had offered to purchase.

The buyers will be seeking to oppose any application to approve this sale to the buyers on this contract in light of the current circumstances should the RDOS fail to complete the purchase, either by way of an agreed upon contract of purchase and sale or expropriation.

No further extensions shall be granted.

Thank you

Gil Szabo
Team Leader & Marketing Expert

Order your own FREE copy of our recently published books!



Click Here for Your FREE Copy of Our New [Buyer](#) or [Seller](#) Books!



GilSzabo.com Real Estate
 Canada Flex Realty Group
 111 – 48 Industrial Avenue West
 Penticton, BC, V2A 6M2
(250)-492-1011

From: scott.andersen@lawsonlundell.com
Sent: August 28, 2020 9:21 AM
To: Gil Szabo
Cc: Cecil Cheveldave (ctcheveldave@telus.net) ; 'dennis brodersen'
Subject: FW: Addendum

Gill,

If you haven't already done so, can you please send your clients the addendum with the language struck out removed so that they can sign and return it to the receiver. They have agreed to that language. My understanding is they are waiting for you to send it to them so that they can docusign it. Thank you for your assistance in this matter.

Scott R. Andersen | Partner
 Lawson Lundell LLP
 D 250.979.8546 | M 250.300.7720 | F 604.641.2801

Navigate the legal implications of COVID-19

From: dennis brodersen <denbro123@hotmail.com>
Sent: Thursday, August 27, 2020 4:16 PM
To: Scott Andersen (2546) - 4Flr <scott.andersen@lawsonlundell.com>
Cc: Cecil Cheveldave (ctcheveldave@telus.net) <ctcheveldave@telus.net>
Subject: Re: Addendum

I will need Gil to send it to me DocuSign

Sent from my iPhone

On Aug 27, 2020, at 5:08 PM, "scott.andersen@lawsonlundell.com"
 <scott.andersen@lawsonlundell.com> wrote:

Here it is again.
 Thanks

Disclaimer

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Scott R. Andersen
Lawson Lundell LLP
Mobile 250-300-7720

On Aug 27, 2020, at 4:06 PM, dennis brodersen <denbro123@hotmail.com> wrote:

[THIS MESSAGE ORIGINATED FROM OUTSIDE OUR FIRM]

Yes please resend

Sent from my iPhone

On Aug 27, 2020, at 4:47 PM, "scott.andersen@lawsonlundell.com" <scott.andersen@lawsonlundell.com> wrote:

Hi Kim and Dennis:

I understand this addendum is getting bogged down between the realtors.

We were just extending the date for court approval. I am fine with you saying no further extensions. However, we cannot agree to the additional language that has been inserted (and which I have struck out in the attached addendum) as those assertions that would be contentious as between you and the Receiver if we were ever in the situation of seeking to have the contract approved and enforced. We know that is your position, which you have made clear. We are content to have you return the addendum under the cover of an email reiterating that position. However, that cannot be a term of the addendum as we do not agree to those assertions. I assume you would not agree to us inserting the opposite of those assertions in the addendum – i.e. that the pending expropriation has not changed the legal status of the lands or the nature of the transaction. I trust you understand.

Can you please sign initial the deletions and return the addendum to us.

RDOS is reviewing our proposed revisions to the expropriation agreement. That seems to be moving in the right direction. I will update you once those agreement have been finalized.

Thank you again for your assistance and cooperation in this matter.

Regards,

Scott R. Andersen | Partner
D 250.979.8546 | **M** 250.300.7720 | **F** 604.641.2801 | **E** scott.andersen@lawsonlundell.com
Lawson Lundell LLP Suite 403, 460 Doyle Avenue, Kelowna, BC V1Y 0C2
Vancouver | Calgary | Yellowknife | Kelowna

Navigate the legal implications of COVID-19

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CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS# NO.:

DATE: August/25/2020

PAGE of PAGES

1313 Greyback Mountain Rd Penticton BC

RE: ADDRESS
Lot 8 DL 2711 SDYD Plan 1190

LEGAL DESCRIPTION:
011-781-441

PID OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED 7/4/2020

MADE BETWEEN Dennis and Kim Broderson Kim Broderson AS BUYER, AND
C Cheveldave & Associates Receiver of Sather Ranch Ltd AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:
The Buyer and Seller agree to change the Court Approval Subject date from August 28 2020 to September 11 2020. This Subject is for the benefit of both the Buyer and Seller.

THE BUYER HERewith GIVES NOTICE THAT THE LEGAL STATUS AND TITLE TO THIS PROPERTY HAVE
FUNDAMENTALLY CHANGED AS HAS ITS ABILITY TO PROVIDE THE INTENDED USE AND ENJOYMENT
FOR THESE BUYERS DUE TO THE IMPENDING EXPROPRIATION.
THEREFORE THE BUYERS WILL BE SEEKING TO OPPOSE ANY APPLICATION TO APPROVE THIS SALE TO THE
BUYERS ON THIS CONTRACT IN LIGHT OF ALL THE CURRENT CIRCUMSTANCES SHOULD THE RDOS FAIL TO
COMPLETE THE PURCHASE EITHER BY WAY OF AN AGREED UPON PURCHASE AND SALE OR EXPROPRIATION.
NO FURTHER EXTENSIONS SHALL BE GRANTED.

CFC

DS DS
DS DS

X
WITNESS

X
WITNESS

X
WITNESS

X
WITNESS

DocuSigned by:
BUYER DocuSigned by: 04A44496B1AC415...

BUYER DocuSigned by: AB08E9A6F07D1ACD...

SELLER
C. CHEVELDAVE

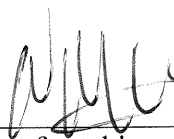
SEAL Dennis Broderson
PRINT NAME

SEAL Kim Broderson
PRINT NAME

SEAL C Cheveldave & Associates
PRINT NAME

SEAL Receiver of Sather Ranch Ltd
PRINT NAME

This is **Exhibit "F"** referred to in the
Affidavit of **C. Curran** made before me on
September 3, 2020



A Commissioner for taking Affidavits for
British Columbia



MULTIPLE LISTING CONTRACT

MULTIPLE LISTING SERVICE®	
MLS® OFFICE USE ONLY	
DATE	LISTING MLS® NO

BETWEEN: C Cheveldave & Associates
 OWNER(S) ("SELLER")
Receiver of Sather Ranch Ltd
 OWNER(S) ("SELLER")
SUITE 600-1, 235 - 1st AVE
 UNIT ADDRESS
Kamloops BC V2C 3J4
 CITY PROV PC
 TELEPHONE NUMBER CELL NUMBER

AND: Royal LePage Kamloops
 ("LISTING BROKERAGE")
322 Seymour St
 UNIT ADDRESS
Kamloops BC
 CITY PROV PC
250 374 3022
 TELEPHONE NUMBER CELL NUMBER

1. LISTING AUTHORITY AND TERM:

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from
June 26 2020 (Effective Date) until 11:59 pm on December 31 2020 (Expiry Date)
 MONTH DAY YEAR MONTH DAY YEAR
 unless renewed in writing.

- B. The Seller hereby:
- (i) authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority, including any mortgagee and British Columbia Assessment, and to share this information with other parties, including members of any real estate board;
 - (ii) authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;
 - (iii) restricts the advertising of the Property to the Listing Brokerage only except where the advertising of the Property by other members of the real estate board of which the Listing Brokerage is a member (hereinafter referred to as the "Board") or any other real estate board has been permitted by the Listing Brokerage;
 - (iv) agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and
 - (v) agrees to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective buyers.

2. PROPERTY: 1313 Greyback Mountain Rd
 UNIT NO. HOUSE NO. STREET NAME STREET TYPE STREET DIRECTION
Penticton
 CITY/TOWN/MUNICIPALITY POSTAL CODE
 PID OTHER PID(S)

Lot 8 DL 2711 SDYD Plan 1190

LEGAL DESCRIPTION
\$1,595,000 *AS*

3. TERMS OF SALE:
~~\$150,500.00~~ Cash
 LISTING PRICE TERMS

4. LISTING SERVICE AND COOPERATING BROKERAGES: The Seller authorizes the Listing Brokerage:
- A. To list the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to and to cooperate with other brokerages and their designated agents acting for a prospective buyer or, with the written consent of the Seller, as a sub-agent of the Listing Brokerage ("Cooperating Brokerages");
 - B. To publish in the Multiple Listing Service® of the Board, the Multiple Listing Service® of any other real estate board, Internet, or anywhere else that the Listing Brokerage selects and has access to, and to share with other parties, including British Columbia Assessment, the information contained in this Contract, the information contained in the Data Input Form and the Seller's Property Disclosure Statement, if applicable, and the sale price of the Property once an unconditional accepted offer exists; and
 - C. To make agency disclosures required of the Listing Brokerage.

INITIALS			

1313
ADDRESS

Greyback Mountain Rd

Penticton

5. LISTING BROKERAGE'S REMUNERATION:

A. The Seller agrees to pay the Listing Brokerage a gross commission equal to the amount set out in Clause 5D, in accordance with this Clause 5, if:

- (i) a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or
- (ii) a legally enforceable contract of sale between the Seller and a Buyer who is introduced to the Property or to the Seller, by the Listing Brokerage, the Designated Agent (as hereinafter defined) a Cooperating Brokerage or any other person including the Seller during the term of this Contract is entered into
 - (a) within sixty (60) days after the expiration of the term of this Contract; or
 - (b) any time after the period described in (a) where the efforts of the Listing Brokerage, the Designated Agent (as hereinafter defined) or the Cooperating Brokerage were an effective cause;
 provided, however, that no such commission is payable if the Property is listed with another licensed brokerage after the expiration of the term of this Contract and sold during the term of that listing contract; or
- (iii) an offer to purchase is obtained from a prospective buyer during the term of this Contract who is ready, willing and able to pay the Listing Price and agrees to the other terms of this Contract, even if the Seller refuses to sign the offer to purchase.

B. The Seller will pay the remuneration due to the Listing Brokerage under this Clause 5 on the earlier of the date the sale is completed, or the completion date, or where no contract of sale has been entered into seven (7) days after written demand by the Listing Brokerage.

C. The Seller agrees that, to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Cooperating Brokerages a portion of the Listing Brokerage's commission.

D. (i) Upon the occurrence of an event described in Clauses 5A(i), 5A(ii) or 5A(iii), the Seller will pay remuneration to the Listing Brokerage of an amount equal to:

4%
\$63,800 + GST

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission (commission + tax = remuneration).

(ii) If there is a Cooperating Brokerage, the Listing Brokerage will pay to the Cooperating Brokerage, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:

1.5%
\$23,925 + GST

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission; and the Listing Brokerage will retain, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:

2.5%
\$39,875 + GST

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission.

(iii) If there is no Cooperating Brokerage, the Listing Brokerage will retain the entire amount of the remuneration paid by the Seller pursuant to Clause 5D(i), being an amount equal to:

4%
\$63,800 + GST

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission.

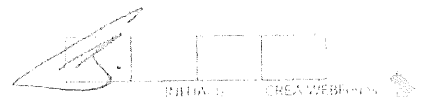
E. The Listing Brokerage and the Designated Agent will advise the Seller of any remuneration, other than described in this Clause 5, to be received by the Listing Brokerage in respect of the Property.

6. ASSIGNMENT OF REMUNERATION: The Seller hereby irrevocably:

A. Assigns to the Listing Brokerage from the proceeds of sale of the Property, the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain from the deposit monies the amount of the Listing Brokerage's remuneration;

B. Acknowledges that the Listing Brokerage may assign to a Cooperating Brokerage all or part of the remuneration due to the Listing Brokerage; and

C. Directs, or agrees to sign such documents as may be required by the Listing Brokerage irrevocably directing a Lawyer or Notary Public acting for the Seller or a buyer, to pay the remuneration due to the Listing Brokerage, or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Listing Brokerage, to the Listing Brokerage and a Cooperating Brokerage, where applicable, by separate cheques to the Listing Brokerage and the Cooperating Brokerage.



ADDRESS

7. DESIGNATED AGENCY:

A. Subject to Clause 7C(iii) the Listing Brokerage designates Tim Terepocki

(the "Designated Agent") to act as the sole agent of the Seller in respect of the Property and will designate one or more licensees of the Listing Brokerage to act as the sole agents of all buyers and other sellers also represented by the Listing Brokerage. If for any reason the license of the Designated Agent (or where the Designated Agent is comprised of more than one licensee, the licenses of all of those licensees) is suspended, cancelled or becomes inoperative under the Real Estate Services Act or the licenses of all of those licensees is temporarily unavailable or ceases to be engaged by the Listing Brokerage, the Listing Brokerage will designate another licensee of the Listing Brokerage to act as the sole agent of the Seller.

B. The Designated Agent will not disclose to other licensees, including licensees of the Listing Brokerage who represent buyers or other sellers, any confidential information of the Seller obtained through the Designated Agent's agency relationship with the Seller unless authorized by the Seller or required by law.

C. The Seller agrees that:

- (i) subject to (iii) an agency relationship will exist only with the Designated Agent;
- (ii) information obtained by the Designated Agent through the Designated Agent's agency relationship with the Seller will not be attributed to the Listing Brokerage or to other licensees of the Listing Brokerage who represent buyers or other sellers;
- (iii) the Listing Brokerage's agency relationship is limited to listing the Property with the Multiple Listing Services of the Board and any other real estate board that the Listing Brokerage selects and has access to; and
- (iv) for the purposes of Clauses 1B and 4, the term Listing Brokerage shall include the Designated Agent.

8. THE DESIGNATED AGENT WILL:

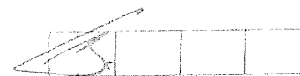
- A. Act as the agent of only the Seller with respect to the Property;
- B. Provide information about the Property to Cooperating Brokerages;
- C. Subject to Clause 9A use reasonable commercial efforts to market the Property and to promote the interests of the Seller;
- D. At the earliest reasonable opportunity, advise any buyer interested in the Property that the Designated Agent is the agent of the Seller;
- E. Fulfill the duties set out in Real Estate Services Act Rule 3-3, except as modified or made inapplicable by agreement between the Listing Brokerage and the Seller, and Real Estate Services Act Rule 3-4;
- F. Obey all lawful instructions of the Seller that are consistent with the Real Estate Services Act and the Rules and the Bylaws and Code of Ethics of the Board; and
- G. Exercise reasonable care and skill in their performance under this Contract.

9. THE LISTING BROKERAGE AGREES:

- A. That the services set out in Schedule "A" will be provided. Where the Listing Brokerage and the Designated Agent have chosen or agreed not to provide services to the Seller other than submitting the listing for posting with the Multiple Listing Services of the Board and any other real estate board that the Listing Brokerage selects and has access to, Schedule "A" may include modifications to Clauses 5A, 5B, 6A, 6B, 6C, 8B, 8C, 8D, 8E, 10A, 10B, 10D, 10E, 10G and 10H;
- B. To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents;
- C. Not to disclose confidential information of the Seller to any person unless authorized by the Seller or required by law;
- D. To treat the interests of the Seller and all buyers and other sellers also represented by the Listing Brokerage in an even handed, objective and impartial manner; and
- E. To hold all monies received by the Listing Brokerage in trust in accordance with the Real Estate Services Act.

10. THE SELLER AGREES:

- A. To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the purchase of the Property, and to deliver to the Designated Agent all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it.
- B. To accept an offer made during the term of this Contract by a person ready, willing and able to purchase on the terms set out in this Contract.
- C. That the Seller has the authority to sell the Property and to enter into this Contract;
- D. That the Seller will disclose to the Designated Agent all third party claims and interests in the Property known to the Seller;
- E. That the Seller will disclose to the Designated Agent all material latent defects affecting the Property known to the Seller and that the Designated Agent may provide that information to prospective buyers;
- F. That all information provided to the Listing Brokerage and the Designated Agent by the Seller is and will be accurate to the best of the Seller's knowledge;
- G. That the Seller will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the information provided by the Seller;
- H. That the Seller will provide the Designated Agent with all information necessary for the listing and marketing of the Property;
- I. That the Designated Agent is being retained solely to provide real estate services and not as a lawyer, tax advisor, lender, certified appraiser, surveyor, structural engineer, home inspector or other professional service provider; and
- J. That the Property is not currently the subject of any other exclusive listing contract.



PRINTED

1313

Greyback Mountain Rd

Penticton

ADDRESS:

11. THE SELLER ACKNOWLEDGES AND AGREES THAT:

- A. The information relating to the Property may be disclosed to persons interested in the Property including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
- B. The duties set out in *Real Estate Services Act* Rules 3-3 and 7-1 apply only to the Designated Agent and do not apply to any other licensees of the Listing Brokerage who represent buyers or other sellers and, subject to Clauses 9B, 9C and 9D, do not apply to the Listing Brokerage;
- C. The Listing Brokerage or the Designated Agent may provide trading services to, have agency relationships with or be engaged by other sellers, or have agency relationships with or be engaged by buyers, unless doing so would constitute a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules;
- D. In the case that the provision of trading services to the Seller contemplated hereby and the provision of trading services to a buyer or another seller constitutes or becomes a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules, the Seller acknowledges and agrees that the Listing Brokerage and the Designated Agent, as applicable, must comply with *Real Estate Services Act* Rule 5-18 and may be required to cease providing certain trading services to the Seller;
- E. Despite *Real Estate Services Act* Rule 3-3(f), the Listing Brokerage and the Designated Agent will not be required to disclose to the Seller confidential information obtained through any agency relationship; and
- F. A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.

12. CONFLICTS OF INTEREST:

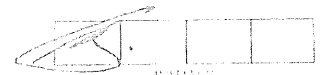
- A. If the Designated Agent's provision of trading services to the Seller in respect of the Property and a buyer with whom the Designated Agent has an agency relationship would constitute a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules, the Designated Agent may request consent from the Seller and such buyer to continue to represent either the Seller or such buyer in respect of the Property. In such case, the Designated Agent will present such buyer and the Seller with a written agreement in compliance with section 5-18 of the *Real Estate Services Act* Rules (the "Consent Agreement"). Notwithstanding anything else in this Contract, if the Seller and such buyer consent to the Designated Agent continuing to act for one of them in respect of the Property and they execute the Consent Agreement, the parties hereto agree as follows:
 - (i) if the Designated Agent ceases to act as agent of such buyer in respect of the Property, the Seller acknowledges and agrees that the Designated Agent may continue to act as agent for such buyer in respect of property other than the Property;
 - (ii) if the Designated Agent ceases to act as agent of the Seller in respect of the Property, subject to Part 5 of the *Real Estate Services Act* Rules, the Listing Brokerage may designate another licensee of the Listing Brokerage to act as the Designated Agent of the Seller hereunder or if the Listing Brokerage is unable to or does not designate another licensee of the Listing Brokerage, the Listing Brokerage may refer the Seller to another brokerage for representation in respect of the Property; provided that, the Seller will not be obligated to accept such referral; and
 - (iii) if the Designated Agent ceases to act as the agent of the Seller in respect of the Property, the Seller acknowledges and agrees that the Designated Agent's duties under this Contract and in the *Real Estate Services Act* Rule 3-3(a) (to act in the best interests of the Seller), *Real Estate Services Act* Rule 3-3(f) (to disclose all known material information to the Seller) and the *Real Estate Services Act* Rule 3-3(i) (to take reasonable steps to avoid any conflict of interest) are hereby modified, from and after the date that the Seller executed the Consent Agreement, to enable the Listing Brokerage and the Designated Agent to continue their representation of such buyer and the Seller further acknowledges and agrees that the continued representation of such buyer will not constitute any breach of duty to the Seller by either the Listing Brokerage or the Designated Agent under the *Real Estate Services Act* Rule 3-3 or otherwise, including, without limitation, any breach of fiduciary duty, or any breach of a common law agent's duty of loyalty or contractual or statutory duty.

13. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:

- A. The Seller hereby consents to the collection, use and disclosure by the Listing Brokerage and by the managing broker(s), associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted below, the Board and any other real estate board, of personal information about the Seller:
 - (i) for all purposes consistent with the listing, marketing and selling of the Property;
 - (ii) for placement in the database of the Multiple Listing Service of the Board and of any other real estate board that the Listing Brokerage selects and has access to;
 - (iii) for the purpose of the Board and other real estate boards marketing the Property in any medium including but not limited to posting the personal information on publicly accessible websites and distributing the personal information to any persons including the public, members of the Board, members of other real estate boards governments and governmental departments and agencies, appraisers and others;
 - (iv) for compilation, retention and publication by the Board and other real estate boards of any statistics including historical Multiple Listing Service data for use by persons authorized to use the Multiple Listing Service of the Board and other real estate boards;
 - (v) for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
 - (vi) for all other purposes authorized in this Contract including but not limited to those described in Clauses 1B, 4A, 4B, 8B and 11A; and
 - (vii) for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent*.
- B. The personal information provided by the Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

14. TERMINATION: The Listing Brokerage and the Seller agree that

- A. Without prejudice to the acquired rights of the Seller or the Listing Brokerage, including without limitation the rights and obligations under Clause 5, this Contract will terminate:
 - (i) upon the expiration of the term of this Contract as specified in Clause 1A;
 - (ii) upon an earlier date than that specified in Clause 1A if mutually agreed to by the Seller and the Listing Brokerage in writing;
 - (iii) upon a completed sale of the Property prior to the expiration of the term of this Contract.



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ADDRESS

Greyback Mountain Rd

Penticton

- (v) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*;
 - (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership; and
 - (vi) if the Listing Brokerage and the Designated Agent are unable to continue to provide trading services to the Seller as a result of Part 5 of the *Real Estate Services Act* Rules.
- B. Immediately upon the termination of this Contract the Listing Brokerage and the Designated Agent will:
- (i) remove the Property as an active listing of the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage has selected;
 - (ii) cease all marketing activities on behalf of the Seller;
 - (iii) remove all signs from the Property; and
 - (iv) if requested by the Seller, return all documents and other materials provided by the Seller.

15. MISCELLANEOUS PROVISIONS:


- A. "Sale" includes an exchange and "sale price" includes the value of property exchanged.
- B. The "term" of this Contract includes the period of any written extension.
- C. Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
- D. The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
- E. This Contract shall be binding upon and benefit not only the parties but also their respective heirs, executors, administrators, successors and assigns.
- F. "Property" may include a leasehold interest, a business and the goodwill and assets of it, an interest, partnership or share in a business or in the goodwill and assets of it, or a manufactured home, plus any other property designated by the Seller in the Data Input Form or addendum attached.
- G. In consideration of the Board or any other real estate board disseminating information about the Property, the Seller and Listing Brokerage each assign to the Board or other real estate board all their rights and interests in and to the information related to the Property contained in this Contract, including all copyright, rights ancillary to copyright and all other proprietary rights.

16. ENTIRE AGREEMENT - THIS LISTING CONTRACT MEANS AND INCLUDES THIS AGREEMENT AND THE SELLER'S PROPERTY DISCLOSURE STATEMENT (WHEN ATTACHED AND SIGNED BY THE SELLER): Seller acknowledges having read and understood this Contract; that it accurately describes the agreement with the Listing Brokerage; and that a copy of it has been received by the Seller this date. Where the Seller is comprised of more than one party, the obligations under this Contract of each and every party comprising the Seller shall be joint and several.


SIGNED, SEALED AND DELIVERED THIS 23RD OF JUNE, 2020

The Seller declares their residency:

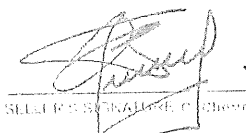
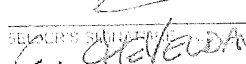
RESIDENT OF CANADA


INITIALS

NON-RESIDENT OF CANADA

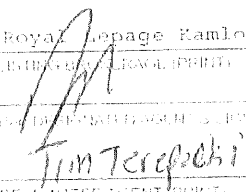

INITIALS

as defined under the *Income Tax Act*.

SELLER'S SIGNATURE: 
 SELLER'S SIGNATURE: 
 WITNESS TO SELLER(S) SIGNATURE(S)



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MULTIPLE LISTING CONTRACT SCHEDULE "A"

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Greyback Mountain Rd

Penticton

ADDRESS

SEE ATTACHED

[Handwritten mark]

[Handwritten initials] INITIALS

This is **Exhibit “G”** referred to in the
Affidavit of **C. Curran** made before me on
September 3, 2020



A Commissioner for taking Affidavits for
British Columbia

Cindy Curran (3365) - 14Flr

From: Cecil Cheveldave <ctcheveldave@telus.net>
Sent: Monday, August 24, 2020 5:40 PM
To: 'Boundary Machine'; Marielle Brule; joesather_realtor@yahoo.ca
Cc: Cecil F. Cheveldave; Scott Andersen (2546) - 4Flr; 'Steven Dvorak'; 'Colin B. Flannigan'
Subject: Sather Ranch Ltd. - In Receivership & RDOS Expropriation

[THIS MESSAGE ORIGINATED FROM OUTSIDE OUR FIRM]

To the Stakeholders of Sather Ranch Ltd.:

As you are aware, the RDOS is proceeding to expropriate the 80-acre parcel of land that the Receiver had entered into an agreement to sell to the Brodersens.

The price being realized in the expropriation is the same as the price that was to be realized from the sale to the Brodersen's (\$1.6 million).

If it wasn't for the property being listed and marketed by the Receiver's listing agent, the deal with the Brodersens would not have materialized and subsequently, the expropriation by the RDOS at a price of \$1.6 million would not have resulted.

It is the view of the Receiver that even though the Brodersens won't be completing the sale transaction, a realization transaction has resulted to the benefit of the estate and that it is commercially reasonable to compensate the listing broker at his contracted rate of 4% plus GST.

Please advise us whether you have a position on this matter by August 31, 2020.

Thank you.

Cecil Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President

C. Cheveldave & Associates Ltd.
Suite 600-I, 235 – 1st Avenue
Kamloops, BC V2C 3J4

250-819-8614

ctcheveldave@telus.net

www.cheveldave.ca

www.linkedin.com/in/cecil-cheveldave

NO. S 1913131
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MICHAEL NEIL STREET and
MARIELLE JAQUELINE ANGELLA BRULE

PLAINTIFFS

AND:

SATHER RANCH LTD. by its
Court Appointed Receiver and Manager,
G. MOROSO & ASSOCIATES INC.

DEFENDANT

AFFIDAVIT



Barristers & Solicitors
Barristers & Solicitors
Suite 403 - 460 Doyle Avenue
Kelowna, B.C. V1Y 0C2
Phone: 250.979.8546
Attention: Scott R. Andersen