



NO. S1913131
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MICHAEL NEIL STREET and
MARIELLE JACQUELINE ANGELLA BRULE

PLAINTIFFS

AND:

SATHER RANCH LTD. by its Court Appointed Receiver and
Manager, G. Moroso & Associates Inc.

DEFENDANT

NOTICE OF APPLICATION

Name of applicant: C. Cheveldave & Associates Ltd. in its capacity as Receiver
(the “**Receiver**”) of the assets, undertakings and properties of
Sather Ranch Ltd. (the “**Company**”) appointed by the Order of the
Honourable Mr. Justice Walker on November 21, 2019.

To: The Plaintiffs and their Solicitor
Joe Sather, AMX Real Estate Inc. (“**AMX**”) and their Solicitor
G. Moroso & Associates Inc. and its Solicitor

TAKE NOTICE that an application BY TELEPHONE will be made by the applicant to the presiding Judge in Chambers at the courthouse at 800 Smithe Street, Vancouver, B.C. on October 28, 2020 at 9:00 a.m. for the orders set out in Part 1 below.

PART 1: ORDERS SOUGHT

1. An Order authorizing and directing the Receiver of the Company to administer a Claims Process substantially in the form and manner set out in the draft Order attached as **Schedule “A”**.
2. An Order substantially in the form and manner set out in the draft Order attached as **Schedule “B”** discharging G. Moroso & Associates Inc. (the “**Prior Receiver**”) as Receiver of Sather Ranch Ltd. (but to leave its charge and approval of its fees to be addressed at a later date in a motion that is already pending before the Court).

PART 2: FACTUAL BASIS

3. By Order pronounced September 17, 2018 (the “**First Receivership Order**”), the Prior Receiver was appointed receiver of all the assets, undertakings and properties of the Company.
4. By Order pronounced November 21, 2019 (the “**Second Receivership Order**”), the Receiver was effectively substituted as the Receiver although the Prior Receiver was not formally discharged and a separate stand alone receivership order was issued.
5. One of the main assets to be sold for the benefit of the receivership estate was certain lands having a civic address of 1313 Greyback Mountain Road, in Penticton, British Columbia (the “**Lands**”).
6. On or about December 19, 2019, the Receiver realized on the remaining cattle inventory of the Company, realizing net proceeds of \$12,528.
7. On or about April 27, 2020, the Receiver realized on the personal property of the Company by way of a credit bid sale to the secured creditor in the amount of \$41,000. The secured indebtedness was thus reduced by the value of the assets acquired by the secured creditor.
8. On September 18, 2020, the Receiver completed the sale of the Lands for \$1.6 million. From those sale proceeds, the following payments were made:
 - (a) \$67,200 was paid to realtor in regard to real-estate commission;
 - (b) \$538,610 was paid to the secured creditor herein in satisfaction of the amount owing and secured by the mortgage registered against the Lands;
 - (c) \$57,497 was paid to the Interior Credit Savings Union in respect of Receiver’s Borrowings herein.
9. As a result of the foregoing, the Receiver presently holds approximately \$900,000 in its Post Receivership Accounts. Some of those funds will be required to fund the receivership and in particular the litigation the Receiver is advancing for the benefit of the receivership estate.
10. The last asset to be realized upon is a claim against one Joe Sather, who is the beneficial owner of 50% of the shares in the Company, in regard to the alleged taking of a corporate opportunity by Mr. Sather personally. The litigation is ongoing. A Notice of Civil Claim was filed on February 11, 2019 by the prior receiver of the Company. The Receiver has assumed conduct of that litigation and intends to advance the claim.

11. As noted above, there is no longer any secured indebtedness owed by the Company.
12. Excluding amounts that may be owing for corporate income tax as a result of any capital gains arising from the sale of the Lands, it is anticipated that there will be little, if any, amount owing to arm's length creditors. However, a claims process and bar order are sought to confirm the amount of those claims if any.
13. The primary claims to be determined are from persons that do not deal at arm's length with either of them. The Company is beneficially owned by two shareholders Joe Sather and Mike Street. Both shareholders hold their ownership through their respective holdings companies, being AMX Real Estate Inc. ("AMX") and 0882126 BC Ltd. In addition, Mike Street owns and controls another company Boundary Machine Inc. ("Boundary"). Mr. Street lives common law with Marielle Brule, who controls the company Profectus Financial Inc. ("Profectus").
14. The First Receivership Order sought to narrow the amount of Related Party claims that were in dispute (see sections 3 of that Order). The process confirmed that all but \$10,000 of the amounts claimed are disputed.
15. The Receiver sought the input from the Related Parties regarding the proposed process and it is expected that they are supportive and agreeable to the process contemplated herein.
16. Finally, the Prior Receiver has an application to be discharged and to have its fees and accounts approved. An unfiled copy was served in March of 2020. It is now set for hearing on November 16, 2020, but it may be opposed and whether it gets heard is uncertain.

PART 3: LEGAL BASIS

17. *Law and Equity Act*, R.S.B.C. 1996, c. 253; and
18. The inherent jurisdiction of the Court.

PART 4: MATERIAL TO BE RELIED UPON

19. Receivership Order pronounced September 17, 2018.
20. Receivership Order pronounced November 21, 2019.
21. Order Approving Sale pronounced September 9, 2020.
22. Notice of Civil Claim filed on February 11, 2019 in BCSC Action No KEL-S-S-122417 (Kelowna Registry).

23. Response to Civil Claim filed on February 11, 2020 in BCSC Action No KEL-S-S-122417 (Kelowna Registry).
24. Affidavit #3 of C. Curran.
25. Such further and other material as counsel may advise and this Honourable Court may consider.

The applicant estimates that the application will take **30 minutes**.

- This matter is within the jurisdiction of a Master.
 This matter is not within the jurisdiction of a Master as it involves inherent jurisdiction

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days after service of this Notice of Application:

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed Application Response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
- (d) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated at the City of Kelowna, in the Province of British Columbia, this 21st day of October, 2020.



Scott R. Andersen
 Lawson Lundell LLP
 Solicitors for the Applicant

This Notice of Application is filed by the law firm of Lawson Lundell LLP, whose place of business and address for delivery is 1600 – 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2.

To be completed by the court only:

Order made

- in the terms requested in paragraphs _____ of Part 1 of this Notice of Application
- with the following variations and additional terms:

Date:

Signature of Judge Master

APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

THIS APPLICATION INVOLVES THE FOLLOWING:

Other –

Schedule “A” – Draft Claims Process Order

NO. S1913131
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MICHAEL NEIL STREET and
MARIELLE JACQUELINE ANGELLA BRULE

AND:

SATHER RANCH LTD. by its Court Appointed Receiver and Manager, C. Cheveldave & Associates Ltd.

PLAINTIFFS

DEFENDANT

CLAIMS PROCESS ORDER

BEFORE THE HONOURABLE) WEDNESDAY THE 28TH DAY
)
)
JUSTICE WALKER) OF OCTOBER, 2020

THE APPLICATION of C. Cheveldave & Associates Ltd., in its capacity as Court-appointed Receiver (the “**Receiver**”) of the assets, undertakings and properties of Sather Ranch Ltd., and, coming on for hearing by telephone on October 28, 2020 at Vancouver, British Columbia; and on hearing Scott R. Andersen, counsel for the Receiver, Steve Dvorak, counsel for the Plaintiffs, Colin Flannigan, counsel for Joe Sather; and upon reading the material filed:

DEFINITIONS

1. For purposes of this Order the following terms shall have the following meanings:
 - (a) "**Arm's Length Creditor**" means a Creditor who is not a Related Party Creditor;
 - (b) "**BIA**" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
 - (c) "**Business Day**" means a day, other than a Saturday or a Sunday on which banks are generally open for business in Vancouver, British Columbia;

- (d) “**Claim**” shall exclude an Excluded Claim but shall include any other right or claim of any Person against Sather Ranch, whether or not asserted, in connection with any indebtedness, liability or of any kind owed by Sather Ranch to such Person, and any interest accrued thereon or costs payable in respect thereof, including any indebtedness, liability or obligation owed to such Person as a result of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) against any property or assets, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, not matured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guaranteee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim of contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the Filing Date, and any indebtedness, liability or obligation of any kind arising out of the repudiation, restructuring or termination of any contract, lease, employment agreement, or other agreement after the Filing Date. Notwithstanding the foregoing, “Claim” also means any indebtedness, liability or obligation of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the BIA;
- (e) “**Claims Bar Date**” means 4:00p.m. (Pacific Time) on December 31, 2020;
- (f) “**Claims Package**” means the document package which shall consist of a copy of this Order (without schedules), the Instruction Letter, a form of Proof of Claim, and such other materials as the Receiver considers necessary or appropriate;
- (g) “**Claims Process**” means the procedures outlined in this Order in connection with the assertion of Claims against Sather Ranch;
- (h) “**Court**” means the Supreme Court of British Columbia;
- (i) “**Creditor**” means any Person asserting a Claim other than an Excluded Claim against Sather Ranch;
- (j) “**Excluded Claim**” means the following:
 - (i) Receiver’s Charge and the Receiver’s Borrowings Charge created and approved by the Court in the Receivership Order made herein on July 17, 2018;

- (ii) Receiver's Charge and the Receiver's Borrowings Charge created and approved by the Court in the Receivership Order made herein on November 21, 2019;
- (k) "**Filing Date**" means November 21, 2019;
- (l) "**Instruction Letter**" means the letter to Creditors, which letter shall be substantially in the form attached hereto as **Schedule "A"**;
- (m) "**Known Creditors**" includes all Creditors shown on the books and records of the Sather Ranch as having a Claim against Sather Ranch in excess of \$250 as at the Filing Date;
- (n) "**Notice to Creditors**" means the notice substantially in the form attached hereto as **Schedule "B"**;
- (o) "**Person**" has the meaning as defined in the BIA;
- (p) "**Proof of Claim**" means the form completed and filed by a Creditor setting forth its Claim (if necessary) with supporting documentation, which proof of claim shall be substantially in the form attached hereto as **Schedule "C"**;
- (q) "**Sather Ranch**" means Sather Ranch Ltd.;
- (r) "**Receiver**" means C. Cheveldave & Associates Ltd., in its capacity as court-appointed receiver of Sather Ranch;
- (s) "**Related Party Creditor**" includes the following persons: Joe Sather, AMX Real Estate Inc., Mike Street, 0882126 BC Ltd., Boundary Machine Inc., Marielle Brule, and Profectus Financial Inc. and any party that is an executor, administrator, successor, assign, or heir of any of the persons listed herein.

APPROVAL OF CLAIMS PROCESS

2. The Claims Process is hereby approved.

NOTICE OF CLAIMS PACKAGE

3. On or before the day which is seven (7) days after the date of this Order, the Receiver shall cause a Claims Package to be sent to:
 - (a) all Known Creditors of Sather Ranch, except for Creditors with an Excluded Claim, by ordinary mail, facsimile transmission, email message, or personal

- delivery, with such mode of delivery being in the Receiver's discretion based upon a reasonable belief that delivery in such mode will come to the notice of the recipient;
- (b) to the Federal Crown by delivery to the Department of Justice at 900- 840 Howe Street, Vancouver, BC V6Z 2S9; and
 - (c) to the Provincial Crown by delivery to the Ministry of the Attorney General, Legal Services Branch 400, 1675 Douglas Street, Victoria, BC V8W 917.
4. The Receiver shall cause the Notice to Creditors to be placed in the Penticton Herald and on or before ten (10) days after the date of this Order.
 5. The Receiver shall cause the Notice to Creditors, the Claims Package and a list of creditors to be posted on the Receiver's website address <https://cheveldave.ca/engagements> on or before seven (7) days after the date of this Order, and such posting shall remain in effect until the Claims Bar Date.
 6. The Receiver shall cause a copy of the Claims Package to be sent to any person requesting such material as soon as practicable.
 7. If the Receiver becomes aware of further Claims of Persons not included in the initial mailing to Known Creditors after the date of initial distribution, the Receiver shall forthwith distribute copies of the Claims Package to such Persons, but the entitlement of each Person to receive notice is abridged to the date the Claims Package is distributed to each such Person, subject to further Order of this Court.
 8. The delivery of the Claims Package and publication of the Notice to Creditors, in accordance with the foregoing terms of this Order, shall constitute good and sufficient service of such materials and no further notice or service need be given or made and no other document or material need be served.

CLAIMS BAR DATE

9. The process for proving Claims and resolving disputed Claims differs depending upon whether the Claim is from a Related Party or whether it is from an Arm's Length Party. A Related Party must prove its claim through a court application on notice to other Related Parties, who will each have standing to oppose any such Claim in whole or in part. An Arm's Length Creditor must prove its claim to the Receiver by way of Proof of Claim. Both processes are set out in more detail in the sections that follow.
10. An Arm's Length Creditor, other than a Creditor with an Excluded Claim, who does not file a Proof of Claim on or before the Claims Bar Date shall be forever barred from

advancing any Claim against Sather Ranch and shall not be entitled to receive any payment from the Receiver.

11. A Related Party Creditor who does not deliver a Notice of Application and supporting Affidavits to the Receiver and to all other Related Party Creditors on or before the Claims Bar Date shall be forever barred from advancing any Claim against Sather Ranch and shall not be entitled to receive any payment from the Receiver.

ARM'S LENGTH CLAIMS

12. The Receiver shall review each Proof of Claim received by the Claims Bar Date and, thereafter, the Receiver may dispute a Claim in whole or in part by sending the Creditor a Notice of Disallowance in the form attached as **Schedule "D"** ("**Notice of Disallowance**") within fourteen (14) days of receipt of Proof of Claim, by delivering the Notice of Disallowance to the address noted in the subject Proof of Claim, and where an email or facsimile address is provided in the Proof of Claim, delivery in that mode shall be sufficient.
13. Any Creditor who disputes a Notice of Disallowance may appeal that decision and seek a determination of the Court of the validity and value of and particulars of its Claim by filing and serving upon counsel for the Receiver, an application, supported by Affidavit material by 4:00 p.m. on the date that is within twenty one (21) days of receipt of Notice of Disallowance. The hearing of the appeal shall be determined as a true appeal, and not as a trial *de novo*. The appeal must be set for hearing no later than fifteen (15) days after receipt of the Notice of Disallowance, or such other date as the Petitioners' and Receiver's counsel may advise they are available.
14. Any Creditor who fails to file and serve the applicable Notice of Application and Affidavit material by the deadline set forth in paragraph 13 of this Order shall be deemed to accept the amount of its Claim as set forth in the Notice of Disallowance and such amounts set forth in the Notice of Disallowance shall constitute a proven Claim.

RELATED PARTY CLAIMS

15. Any Related Party that opposes another Related Party Claim must, within twenty one (21) days after the Claims Bar Date, deliver to the Receiver and to the applicant an Application Response and any supporting affidavits in regard to that opposition. The Application Response must:
 - (a) specify all the claims that are agreed to and all the claims that are disputed;
 - (b) provide particulars identifying the basis of its objection for each itemized component of the claim it disputes;

- (c) which affiants, if any, it wishes to cross examine at the hearing and provide a time estimate for any such cross examinations.
- 16. If a Related Party applicant wishes to tender a reply affidavit, it must within thirty (30) days after the Claims Bar Date, deliver to the Receiver and to the application respondent a copy of any such reply affidavits.
- 17. Any Related Party Claims that are agreed to, unopposed or in respect of which no Application Response is delivered, will be deemed to be accepted.
- 18. Within twenty eight (28) days after the Claims Bar Date, counsel for the Receiver will schedule a hearing of all Related Party Applications on the first available date on which the Court and all counsel and parties involved are available. The applications are to be scheduled to be heard by the same judge and will be conducted as a Summary Trial pursuant to Rule 9-7 of the *Rules of Court* with a right of cross-examination on Affidavits in front of the presiding judge.
- 19. With the agreement of all participants, instead of proceeding through a Summary Trial, the Related Party Creditors may instead submit their claims to be determined by an Arbitrator of their choosing.
- 20. The right of appeal from a decision of the judge or arbitrator will be governed by the *Court of Appeal Act* and the *Court of Appeal Rules*.

GENERAL PROVISIONS

- 21. In the event that the day on which any notice or communication required to be delivered pursuant to this Claims Process is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.
- 22. In the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be delivered by personal delivery, courier, electronic mail or such other method which the Court on application may specify, and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been delivered. All such notices and communications shall be deemed to have been received, in the case of notice by personal delivery, courier or electronic mail prior to 5:00 p.m. (local time) on a Business Day, when received, if received after 5:00p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day, and in the case of a notice mailed as aforesaid, on the fourth Business Day following the date on which such notice or other communication is mailed.
- 23. References in this Order to the singular shall include the plural, references to the plural

- shall include the singular and to any gender shall include the other gender.
24. Any interested party may apply to this Court for advice or directions in regard to the Claims Process established hereby on not less than two (2) clear business day's notice to the Service List herein and to any other party who may be affected by the advice or direction to be sought.
 25. Approval as to the form of the Order herein by counsel appearing, other than counsel for the Receiver, be and is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Scott R. Andersen
Solicitor for the Receiver

BY THE COURT

REGISTRAR

SCHEDULE "A"
INSTRUCTION LETTER FOR THE CLAIMS AGAINST SATHER RANCH LTD.

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MICHAEL NEIL STREET and
MARIELLE JACQUELINE ANGELLA BRULE

PLAINTIFFS

AND:

SATHER RANCH LTD. by its Court Appointed Receiver and
Manager, C. Cheveldave & Associates Ltd.

DEFENDANT

Dear Creditor:

**PLEASE REVIEW THE FOLLOWING CAREFULLY AS YOUR LEGAL RIGHTS AND
CLAIMS IN THE FOREGOING COMPANIES MAY BE IMPACTED.**

By Order of the British Columbia Supreme Court pronounced October 28, 2020 (the “**Claims Process Order**”) C. Cheveldave & Associates Ltd. (the “**Receiver**”) has been authorized to conduct a claims process for the determination of any and all claims (“**Claims**”) against Sather Ranch Ltd. (the “**Claims Process**”).

A copy of the Claims Process Order can be obtained from the website of Receiver at <https://cheveldave.ca/engagements>

Under the Claims Process Order, all Known Creditors are to receive the attached “**Claims Package**”, that being:

1. This instruction letter;
2. A form of Proof of Claim; and
3. Such other material as the Receiver considers necessary or appropriate.

In addition, the Receiver is required to publish a Notice to Creditors in the Penticton Herald. Subsequently, any other creditors who request a Claims Package will receive one as soon as practicable.

Under the terms of the Claims Process Order, you must file a Proof of Claim, with supporting documentation, in the form attached with the Receiver on or before the claims bar date of 4:00 p.m. (Pacific time) on December 31, 2020 (the “**Claims Bar Date**”) by delivering to the Receiver at its address shown below and preferably by email. Proofs of Claim must be received by the Receiver by 4:00 p.m. on the Claims Bar Date.

If you do NOT file a Proof of Claim on or before the Claims Bar Date your rights and recoveries against Sather Ranch Ltd. will be forever compromised, without any further notice.

In particular, a person who does not file a Proof of Claim with supporting documentation on or before the Claims Bar Date shall be forever barred from receiving any payment from the Receiver and its claim may not be enforced against Sather Ranch Ltd., unless otherwise ordered by the Court.

All enquiries and notices to the Receiver with respect to the Claims Process should be addressed to:

C. Cheveldave & Associates Ltd.
Suite 600-I
235 1st Avenue
Kamloops, BC, V2C 3J4
Telephone: 1-250-819-8614

Attention: Cecil Cheveldave
Email: ctcheveldave@telus.net

SCHEDULE "B"
NOTICE TO CREDITORS

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MICHAEL NEIL STREET and
MARIELLE JACQUELINE ANGELLA BRULE

PLAINTIFFS

AND:

SATHER RANCH LTD. by its Court Appointed Receiver and
Manager, C. Cheveldave & Associates Ltd.

DEFENDANT

By Order of the British Columbia Supreme Court pronounced October 28, 2020 (the “**Claims Process Order**”) C. Cheveldave & Associates Ltd. (the “**Receiver**”) has been authorized to conduct a claims process for the determination of any and all claims (“**Claims**”) against Sather Ranch Ltd. (the “**Claims Process**”).

In order to participate in distribution from the Receiver, any creditor, having a claim against Sather Ranch Ltd., must file a Proof of Claim on or before December 31, 2020, that being the Claims Bar Date.

If a creditor does not file a Proof of Claim by the Claims Bar Date its claim will be forever barred and it will not be entitled to participate in any way in any distribution or payment from the Receiver.

A Proof of Claim form may be obtained from the Receiver's website at <https://cheveldave.ca/engagements> or by sending a written request (preferably by email) to:

C. Cheveldave & Associates Ltd.
Suite 600-I
235 1st Avenue
Kamloops, BC, V2C 3J4
Telephone: 1-250-819-8614

Attention: Cecil Cheveldave
Email: ctcheveldave@telus.net

SCHEDULE "C"
PROOF OF CLAIM

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MICHAEL NEIL STREET and
MARIELLE JACQUELINE ANGELLA BRULE
PLAINTIFFS

AND:

SATHER RANCH LTD. by its Court Appointed Receiver and
Manager, C. Cheveldave & Associates Ltd.

DEFENDANT

Please read the Instruction Letter carefully prior to completing this Proof of Claim. Please print legibly.

1. Full Legal Name of Creditor _____ (the "Creditor").
2. Full Mailing Address of the Creditor (*All notices and correspondence regarding your Claim will be forwarded to this address or to the e-mail address or facsimile address below if appropriate and applicable*):

3. Telephone Number: _____
4. E-mail: _____
5. Facsimile Number: _____
6. Attention: _____

CLAIM DETAILS

Amount of Claim (Canadian Dollars): _____

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. I am a Creditor of Sather Ranch Ltd.
2. I have knowledge of all the circumstances concerning the Claim hereafter referred to.
3. Attached as Schedules to this Proof of Claim are:
 - (a) documents which establish the validity, amount and particulars of the Claim in Canadian Dollars;
 - (b) a description of the transaction or agreement giving rise or relating to the Claim; and
 - (c) copies of any documents evidencing security held for the Claim.

DATED at _____ this _____ day of _____, 2020.

Per:

[Name of Creditor- please print]

Signature of Creditor

Note: all relevant documentation on which you rely in making your claim must be attached to this Proof of Claim, as the validity of your claim will be determined solely on this Proof of Claim and attachments thereto. If the claim is disallowed for any reason, and you file an appeal of that disallowance, the appeal will be heard as a true appeal and your ability to introduce fresh or new evidence in support of your claim will be limited accordingly.

Schedules:
(to be attached to Proof of Claim)

Schedule “A”

A description of the basis on which the Claim arose is as follows (attach separate sheet if necessary):

Schedule “B”

The following documents are attached and support the basis for the Claim as described above, including any claim for interest or other charges:

- (i)
- (ii)
- (iii)
- (iv)
- (v)
- (vi)
- (vii)

Schedule “C”

The following documents are attached and support the basis for my claim that I hold security in respect of this Claim:

- (i)
- (ii)
- (iii)
- (iv)
- (v)
- (vi)
- (vii)

INSTRUCTIONS FOR COMPLETION OF PROOF OF CLAIM

- **Address:** Please ensure that you complete the full name and delivery address, including fax number and email address of the creditor making the claim, as all future notices and correspondence regarding your Claim will be forwarded to this address, or to the e-mail address or facsimile address below if appropriate.
- **Amount of the Claim:** The amount of the Claim must be calculated as of and cannot include any charges or interest incurred thereafter. If your claim is in currency other than Canadian Dollars, you must convert to Canadian Dollars using the conversion rate in effect on .
- **Proper Completion:** The Proof of Claim is incomplete and may not be accepted unless:
 - (a) You have included a statement and description of the Claim,
 - (b) You have attached all supporting documents including statements of accounts and/or invoices in support, showing the dates and values of the claim, in conformance with the amount of the Claim, and all relevant security as required in the Schedules; and
 - (c) It is signed and dated by you.

Failure to properly complete or return your Proof of Claim on or before 4:00pm on December 31, 2020 will result in your Claim being barred and extinguished, without any further entitlement to recover your Claim from the Petitioner.

- **Delivery:** The duly completed Proof of Claim, together with all schedules and accompanying documents, must be delivered to the Receiver (addresses below and preferably by email) on or before the Claims Bar Date of :

C. Cheveldave & Associates Ltd.
 Suite 600-I
 235 1st Avenue
 Kamloops, BC, V2C 3J4
 Telephone: 1-250-819-8614

Attention: Cecil Cheveldave
 Email: ctcheveldave@telus.net

- **Disallowance:** The Receiver is entitled to disallow your Proof of Claim in whole or in part. If your Claim is disputed in whole or in part, by the Reviver, the Receiver will send you a Notice of Disallowance along with particulars as to how you may dispute the

Notice of Disallowance. If you do not receive a Notice of Disallowance by that deadline, the Receiver has accepted your Claim for the purpose of receiving a distribution.

SCHEDULE "D"
NOTICE OF DISALLOWANCE

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MICHAEL NEIL STREET and
 MARIELLE JACQUELINE ANGELLA BRULE
 PLAINTIFFS

AND:

SATHER RANCH LTD. by its Court Appointed Receiver and
 Manager, C. Cheveldave & Associates Ltd.

DEFENDANT

To: Name of Creditor: _____

Pursuant to the Claims Process, C. Cheveldave & Associates Ltd. (the "**Receiver**"), in its capacity of court appointed receiver of Sather Ranch Ltd., hereby gives you notice that your Proof of Claim dated _____, 2020 has been reviewed and the Receiver has disallowed, either partially or in full, your Claim for the following reasons:

Subject only to an appeal of this disallowance being successfully brought by you in full compliance with the provisions of the Claims Process Order, including the prescribed time for any appeal to be filed, your claim will be allowed as follows:

Name of Creditor	Amount Claimed	Amount Allowed

DATED at _____, British Columbia, this _____ day of _____, 2020.

The Receiver.

Per:

Authorized Signatory

If you wish to appeal this Notice of Disallowance you must file a Notice of Application and supporting Affidavit by the deadline provided for in the Claims Process Order, A copy of which is available on the Receiver's website at <https://cheveldave.ca/engagements>.

Schedule “B” – Draft Order Discharging Prior Receiver

NO. S1913131
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MICHAEL NEIL STREET and
MARIELLE JACQUELINE ANGELLA BRULE

PLAINTIFFS

AND:

SATHER RANCH LTD. by its
Court Appointed Receiver and Manager,
G. Moroso & Associates Inc.

DEFENDANT

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE)	WEDNESDAY, THE 28TH
)	
JUSTICE WALKER)	DAY OF OCTOBER, 2020
)	

The Notice of Application dated October 21, 2020 (the “**Application**”) of C. Cheveldave & Associates Ltd., in its capacity as Court-appointed Receiver and Manager (the “**Receiver**”) of the assets, undertakings and properties of Sather Ranch Ltd., and coming on for hearing by telephone on Wednesday, October 28, 2020, at Vancouver, British Columbia; and on hearing Scott R. Andersen, counsel for the Receiver, Steve Dvorak, counsel for the Plaintiffs, Colin Flannigan, counsel for Joe Sather; and Ryan R.W. Sookorukoff, counsel for G. Moroso & Associates Inc., and upon reading the materials filed in support of the Application:

THIS COURT ORDERS that:

1. G. Moroso & Associates Inc. (the “**Prior Receiver**”) appointed as receiver of all the assets, undertaking and property of Sather Ranch Ltd. pursuant to the Receivership Order made September 17, 2018 (the “**First Receivership Order**”) be and is hereby discharged as receiver.

2. Notwithstanding the discharge provided for herein, the Charge provided for in section 21 of the Receivership Order will be unaffected by this Order and will continue to form a first charge on the Property as provided for in the First Receivership Order and will remain in place until such time as the Prior Receiver's application to have its actions and fees approved is heard and disposed of by this Court.
3. The Style of Cause herein be updated to refer to the Defendant as "Sather Ranch Ltd., by its Court Appointed Receiver and Manager, C. Cheveldave & Associates Ltd.".
4. Approval as to the form of this Order by counsel other than the Receiver be and is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Scott R. Andersen
Counsel for the Court Appointed Receiver

BY THE COURT

REGISTRAR

NO. S1913131
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MICHAEL NEIL STREET and
MARIELLE JACQUELINE
ANGELLA BRULE

PLAINTIFFS

AND:

SATHER RANCH LTD. by its Court
Appointed Receiver and Manager, C.
Cheveldave & Associates Ltd.

DEFENDANT

NOTICE OF APPLICATION



Barristers & Solicitors

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Phone: (604) 685-3456

Attention: Scott R. Andersen

File No. 36622-148976