



NO. S1913131  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

MICHAEL NEIL STREET and  
MARIELLE JACQUEILINE ANGELLA BRULE

PLAINTIFFS

AND:

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

DEFENDANT

**ORDER MADE AFTER APPLICATION**

BEFORE THE HONOURABLE ) THURSDAY THE 14TH DAY  
)  
JUSTICE WALKER ) OF JANUARY, 2021

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, October 30, 2020, December 4, 2020 and January 14, 2021 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 AMX Real Estate Inc.; 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 obligation 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) by Sather Ranch, 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 guarantee, 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 upon 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 claim provable in bankruptcy within the meaning of the BIA;
- (e) “**Claims Bar Date**” means 4:00 p.m. (Pacific Time) on March 31, 2021;
- (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) “**Equity Claim**” means a claim, right or interest that is in respect of an Equity Interest, including a claim for, among others,
- (i) a dividend or similar payment,

- (ii) a return of capital,
  - (iii) a redemption or retraction obligation,
  - (iv) a monetary loss resulting from the ownership, purchase or sale of an equity interest or from the rescission, or, in Quebec, the annulment, of a purchase or sale of an equity interest, or
  - (v) contribution or indemnity in respect of a claim referred to in any of paragraphs (i) to (iv)
- (k) “**Equity Interest**” means a share in the stock of Sather Ranch as reflected in its records as at the Filing Date.
- (l) “**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 September 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; and
  - (iii) An Equity Claim.
- (m) “**Filing Date**” means November 21, 2019;
- (n) “**Instruction Letter**” means the letter to Creditors, which letter shall be substantially in the form attached hereto as **Schedule “A”**;
- (o) “**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;
- (p) “**Notice to Creditors**” means the notice substantially in the form attached hereto as **Schedule “B”**;
- (q) “**Person**” has the meaning as defined in the BIA;
- (r) “**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”**;
- (s) “**Sather Ranch**” means Sather Ranch Ltd.;

- (t) **"Receiver"** means C. Cheveldave & Associates Ltd., in its capacity as court-appointed receiver of Sather Ranch;
- (u) **"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, shall deliver to the Receiver a Proof of Claim on or before the Claims Bar Date, in default of which the Creditor 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 having any Claim(s) shall deliver unfiled copies of a Notice of Application seeking approval of such Claim(s), together with Affidavits supporting its Claim(s), to the Receiver and to all other Related Party Creditors on or before the Claims Bar Date, in default of which such Related Party Creditor shall be forever barred from advancing such Claim(s) against Sather Ranch and shall not be entitled to receive any payment in respect of such Claim(s) from the Receiver. A Related Party is at liberty to rely upon as evidence herein any affidavits or documents delivered in response to paragraph 3 of the Receivership Order made on September 17, 2018 in Supreme Court of British Columbia Action No. KEL-S-S-120281 (Kelowna Registry).

### **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 in accordance with the *Supreme Court Civil Rules* identifying the basis of its objection for each itemized component of the claim it disputes;
  - (c) identify 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. Following receipt of the Application Responses referred to above, the Receiver will prepare a Report to the Court summarizing the Claims herein and will schedule a hearing on notice before the Honourable Justice Walker for directions and to address any procedural issues for the hearing of the Notices of Application filed by the Related Parties herein.
19. Following or at the hearing referred to above in paragraph 18 of this Order and subject to any directions or orders made at the hearing contemplated in paragraph 18 above, counsel

for the Receiver will use best efforts to 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.

20. 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.
21. 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*.
22. For greater certainty and subject to this Order and the Receivership Order made herein on November 19, 2019 both being recognized by the Alberta Court of Queen's Bench, the Claims Process herein does not affect any claims that any Related Party may wish to advance against another Related Party in Alberta Court of Queen's Bench Action No. 1901-01772 (Judicial Centre of Calgary), except to the extent that any damages, compensation, indemnity or contribution is sought against Sather Ranch. All Claims brought against Sather Ranch are subject to and governed by this Order, must be proved in the Claims Process hereby established, failing which they shall be forever barred and the Related Party shall not be entitled to pursue such claims against Sather Ranch or the Receiver, or recover or receive any payment or other compensation or relief in respect thereof, whether from Sather Ranch or the Receiver.

## **GENERAL PROVISIONS**

23. 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.
24. 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.

25. 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.
26. 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.
27. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
28. 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:



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Scott R. Andersen  
Solicitor for the Receiver

BY THE COURT

Digitally signed by  
Roberts, Nicole

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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 JACQUEILINE 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 January 14, 2021 (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 March 31, 2021 (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 by the Claims Bar Date of MARCH 31, 2021 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 received 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 1<sup>st</sup> Avenue  
Kamloops, BC, V2C 3J4  
Telephone: 1-250-819-8614

Attention: Cecil Cheveldave  
Email: [ctcheveldave@telus.net](mailto:ctcheveldave@telus.net)

**SCHEDULE "B"**  
**NOTICE TO CREDITORS**

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

MICHAEL NEIL STREET and  
MARIELLE JACQUEILINE 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 January 14, 2021 (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 March 31, 2021, that being the Claims Bar Date.

**If a creditor does not file a Proof of Claim by the Claims Bar Date of MARCH 31, 2021 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 1<sup>st</sup> Avenue  
Kamloops, BC, V2C 3J4  
Telephone: 1-250-819-8614

Attention: Cecil Cheveldave  
Email: [ctcheveldave@telus.net](mailto:ctcheveldave@telus.net)

**SCHEDULE "C"**  
**PROOF OF CLAIM**

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

MICHAEL NEIL STREET and  
MARIELLE JACQUEILINE 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*):

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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 \_\_\_\_\_, 2021.

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 , 2021 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 1<sup>st</sup> Avenue  
 Kamloops, BC, V2C 3J4  
 Telephone: 1-250-819-8614

Attention: Cecil Cheveldave  
Email: [ctcheveldave@telus.net](mailto: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 Receiver, 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 JACQUEILINE 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 \_\_\_\_\_, 2021.

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>.***

NO. S1913131  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

MICHAEL NEIL STREET and  
MARIELE JACQUEILINE  
ANGELLA BRULE

PLAINTIFFS

AND:

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

DEFENDANT

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**CLAIMS PROCESS ORDER**

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Barristers & Solicitors  
1600 Cathedral Place  
925 West Georgia Street  
Vancouver, British Columbia  
V6C 3L2

Phone: (604) 685-3456

Attention: Scott R. Andersen

File No. 36622-148976

**SATHER RANCH LTD. – IN RECEIVERSHIP**  
**CLAIMS PROCESS ORDER – LIST OF CREDITORS**

Mike Street  
c/o Boundary Machine Inc.  
1335 Commercial Way  
Penticton, BC V2A 3H4

Marielle Brule  
201 – 99 Padmore Avenue W.  
Penticton, BC V2A 7H7

Boundary Machine Inc.  
1335 Commercial Way  
Penticton, BC V2A 3H4

0882126 BC Ltd.  
c/o Boundary Machine Inc.  
1335 Commercial Way  
Penticton, BC V2A 3H4

Profectus Financial Inc.  
201 – 99 Padmore Avenue W.  
Penticton, BC V2A 7H7

Joe Sather c/o Sather Real Estate Pro Brokers Ltd.  
#11 – 4412 Manilla Road S. E.  
Calgary, AB T2G 4B7

AMX Real Estate Inc. c/o Sather Real Estate Pro Brokers Ltd.  
#11 – 4412 Manilla Road S. E.  
Calgary, AB T2G 4B7

CRA c/o Department of Justice  
900 – 840 Howe Street  
Vancouver, BC V6Z 2S9

Province of BC c/o Ministry of Attorney General  
Legal Services Branch  
400 – 1675 Douglas Street  
Victoria, BC V8W 9L7

Penticton Indian Band c/o Arbutus Law Group LLP  
132 – 328 Wale Road  
Victoria, BC V9B 0J8

Ethel Kruger c/o Penticton Indian Band  
841 Westhills Drive  
Penticton, BC V2A 0E8