



No. 120281
Kelowna Registry

In the Supreme Court of British Columbia

Between

Kelowna
REGISTRY

**MICHAEL STREET, MARIELLE BRULE, BOUNDARY MACHINE LTD.
and PROPECTUS FINANCIAL INC.**

PLAINTIFF

And

SATHER RANCH LTD.

DEFENDANT

ORDER MADE AFTER APPLICATION

BEFORE MR. JUSTICE HORI

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Monday, June 7, 2021

THE APPLICATION of G. Moroso & Associates Inc. in its capacity as Court-appointed Receiver and Manager (the "Receiver") of the assets, undertakings and properties of Sather Ranch Ltd. coming on for hearing via telephone at Kelowna, British Columbia on January 22 and April 23, 2021 and judgment being reserved to this date; AND ON HEARING Ryan Sookorukoff, counsel for the Receiver, Steve Dvorak, counsel for the Plaintiffs, and Colin Flannigan, counsel for Joseph Sather and AMX Real Estate Inc.; AND UPON READING the material filed.

THIS COURT ORDERS AND DECLARES THAT:


1. The activities of the Receiver in this proceeding are hereby approved;
2. The fees and disbursements of the Receiver in the amount of \$28,194.65 and its counsel in the amount of \$1,194.76, as set out in the affidavit #1 of G. Moroso and affidavit #1 of R. Sookorukoff, are hereby approved;
3. After payment of the fees and disbursements of the Receiver as hereby approved, the Receiver will pay all funds remaining in its hands to C. Cheveldave & Associates Ltd.;
4. Upon payment of the amounts required by this order, the Receiver will be discharged as Receiver of the assets, undertaking and property of Sather Ranch Ltd., provided that notwithstanding its discharge the Receiver will:

- a) remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and
 - b) continue to have the benefit of the provisions of all orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of G. Moroso & Associates Inc. in its capacity as Receiver;
5. The Receiver is hereby released and discharged from any and all liability that it has by reason of, or in any way arising out of, its acts or omissions while acting in its capacity as Receiver herein, save and except any liability arising out of gross negligence or wilful misconduct; and
6. Notwithstanding any provision herein, this order will not affect any person to whom notice of these proceedings was not delivered as required by the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and regulations thereto, any other applicable enactment or any other order of this court.



Signature of Lawyer for
G. Moroso & Associates Inc.
Ryan Sookorukoff

Signature of Lawyer for Plaintiffs
Steve Dvorak



Signature of Lawyer for Joseph
Sather and AMX Real Estate Inc.
Colin Flannigan

BY THE COURT

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 - b) continue to have the benefit of the provisions of all orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of G. Moroso & Associates Inc. in its capacity as Receiver;
5. The Receiver is hereby released and discharged from any and all liability that it has by reason of, or in any way arising out of, its acts or omissions while acting in its capacity as Receiver herein, save and except any liability arising out of gross negligence or wilful misconduct; and
6. Notwithstanding any provision herein, this order will not affect any person to whom notice of these proceedings was not delivered as required by the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and regulations thereto, any other applicable enactment or any other order of this court.

Signature of Lawyer for
G. Moroso & Associates Inc.
Ryan Sookorukoff



Signature of Lawyer for Plaintiffs
Steve Dvorak

Signature of Lawyer for Joseph
Sather and AMX Real Estate Inc.
Colin Flannigan

BY THE COURT
