



This is the 2nd Affidavit of Cecil Cheveldave
made on February 17, 2021

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

AFFIDAVIT #2 OF CECIL CHEVELDAVE

I, Cecil Cheveldave, of Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4, MAKE
OATH AND SAY THAT:

1. I am the President of C. Cheveldave & Associates Ltd., the Court Appointed Receiver and Manager (the “**Receiver**”), of all of the assets, undertakings and property of Sather Ranch Ltd. (the “**Company**”) and as such have personal knowledge of the matters and facts herein deposed to except where stated to be on information and belief and where so stated do verily believe the same to be true.

Background

2. The Receiver was appointed on November 21, 2019 by an Order of this Honourable Court (the “**Receivership Order**”).
3. Attached and marked as **Exhibit “A”** is a narrative report outlining the Receiver’s activities for the period of November 21, 2019 to December 31, 2020. The facts set out in the narrative report are true and accurate.

Requirement to Pass Accounts

4. The Receivership Order requires the Receiver to pass its accounts as well as those of its legal counsel Lawson Lundell LLP (“**Lawson**”).

5. Attached hereto and marked as **Exhibit “B”** is a schedule of the Receiver’s accounts. Included with the schedule are copies of the Receiver’s invoices for the period of November 21, 2019 to December 31, 2020.
6. The Receiver retained Lawson to act as the Receiver’s legal counsel. Attached and marked as **Exhibit “C”** is a schedule of Lawson’s accounts. Included with the schedule are copies of Lawson’s invoices to December 31, 2020.
7. I am aware that the Court, when considering an application by a receiver to pass its accounts and fix its approved remuneration, will consider the following factors as articulated by the British Columbia Court of Appeal in *Bank of Montreal v. Nican Trading Co. Limited* (1990), 43 B.C.L.R. (2d) 315 (C.A.). The factors are:
 - (a) the nature, extent and value of the assets;
 - (b) the complications and difficulties encountered by the Receiver;
 - (c) the degree of assistance provided by the debtor company, its officers or its employees;
 - (d) the time spent by the Receiver;
 - (e) the Receiver's knowledge, experience and skill;
 - (f) the diligence and thoroughness displayed by the Receiver;
 - (g) the responsibility assumed by the Receiver;
 - (h) the results of the Receiver's efforts; and
 - (i) the cost of comparable services performed in a prudent and economical manner.

The Nature, Extent and Value of the Assets

8. The details of the assets are set out in the narrative report attached as Exhibit “A”.
9. As detailed therein, the main asset was lands that were marketed for sale by the Receiver and then sold for \$1.6 million.
10. In addition to the lands, there was the remaining cattle and personal property used in the ranching operation as detailed in the narrative report.
11. The final remaining asset are two separate actions the Company has against both of its shareholders, referred to in the narrative report as the Grazing Lands Action and the Oppression Action.

Tasks Performed and Complications and Difficulties Encountered

12. The tasks performed by the Receiver are detailed in the narrative report attached as Exhibit “A”.
13. The realization on the lands was complicated by an expropriation notice issued by the Regional District of Okanagan Similkameen (“**RDOS**”) shortly before the Receiver’s application to obtain court approval of a sale of those lands to the Brodersens.
14. The adversarial relationship between Mike Street and Joseph Sather, principals behind the two shareholder companies, is also a complicating factor. As noted, the Company has pending litigation against each shareholder.
15. Although the Receiver has sought to report to and seek input from both Mr. Street and Mr. Sather, it has not always been possible to obtain the agreement of both. For example, the Receiver determined that an *en bloc* sale of the remaining personal property to Mr. Street and Ms. Brule would maximize realization for the benefit of the estate as compared trying to sell those items individually to different buyers. Mr. Sather objected to the Receiver’s right to sell that property, notwithstanding that he and Mr. Street unanimously resolved to approve the Company’s financial statements which encompasses the Company’s assets, including those assets to be sold by the Receiver to Mr. Street and Ms. Brule.
16. Similarly, the Receiver sought to obtain the consent from the shareholders (through their counsel) to the claims process. Although the parties had input on the form of order and had indicated they agreed to its terms, Mr. Sather’s counsel raised issues at several appearances such that the claims process order required four attendances over a two and half month period before those issues could be satisfied to the satisfaction of Mr. Sather’s counsel. The manner and timing by which these issues were raised increased the professional fees borne by the receivership estate in this matter.

The Degree of Assistance Provided by the Company, its Officers or its Employees

17. Mr. Street was retained by the previous receiver as the ranch manager. Upon its appointment, the Receiver met with Mr. Street and concluded that Mr. Street’s continued role as ranch manager would be cost effective and would result in overall efficiencies in administering the receivership. The Receiver contracted with Mr. Street to continue providing ranch management services.
18. Outside of his role as the ranch manager, the Receiver has also received information and support from Mr. Street when and as requested.
19. As noted, the Receiver has had to respond to and address objections and issues raised by Mr. Sather. The Receiver has requested Mr. Sather’s assistance (via his legal counsel) in regard to the Oppression Action (as that claim is defined in the narrative report); however, Mr. Sather has not yet provided any assistance.

The Time Spent

20. The accounts of the Receiver and of Lawson detail the time spent by each timekeeper. Invoices were rendered by the Receiver and its legal counsel at the applicable standard hourly rate. From my review of the records of the Receiver and to the best of my knowledge and belief, the descriptions of the work conducted by the Receiver set out in the invoices (including the date, time and descriptions of work) are accurate and were assembled from records created by the Receiver in the ordinary course of its business pursuant to a regular business duty contemporaneously with the events described therein.
21. For the period of November 21, 2019 to December 31, 2020, the Receiver's staff have spent 386.50 hours in respect of this matter.
22. Attached and marked as **Exhibit "D"** is a schedule showing the hours and rates of the Receiver's staff involved in this matter and the fees claimed by the Receiver in the amount of \$95,569.00 for the period of November 21, 2019 to December 31, 2020.

The Receiver's Knowledge, Experience and Skill

23. On behalf of the Receiver, I primarily worked on this receivership.
24. I am a Licensed Insolvency Trustee (LIT), a Chartered Restructuring and Insolvency Professional (CIRP) and a Chartered Professional Accountant (CPA) based in Kamloops, BC. Attached and marked as **Exhibit "E"** is my *curriculum vitae* which outlines my professional qualifications and experience. I have been working in the insolvency and restructuring industry since 1999.

The Diligence and Thoroughness Displayed

25. The Receiver has been diligent throughout.
26. As noted, we have tried to act even-handedly with the interested parties with a view to maximizing the net proceeds and to establish a claims process that is efficient and fair.

The Results of the Receiver's Efforts


27. Attached hereto and marked as **Exhibit "F"** is the Receiver's statement of receipts and disbursements for the period of November 21, 2019 to December 31, 2020.
28. The appraised value of the lands indicated a range of values between \$950,000 and \$1,050,000. The RDOS sought to purchase them from the Receiver prior their being listed on MLS for \$920,000. The Receiver marketed the land and received an offer to purchase the lands for \$1,600,000. The RDOS then sought to expropriate the lands, which was ultimately resolved by agreement of all parties (including the Broderssens); however, the price paid by RDOS was \$1,600,000. As a result of the Receiver's efforts,

the value received for the lands substantially exceeded the appraised value and the original offer provided by the RDOS to the Receiver.

Summary

29. I swear this Affidavit in support of an application by the Receiver for an Order approving the Receiver's accounts and the account of its counsel Lawson for the period November 21, 2019 to December 31, 2020.

SWORN BEFORE ME at the City of Kamloops,)
in the Province of British Columbia, this 17th day)
of February, 2021)



A Commissioner for taking Affidavits within
British Columbia



CECIL CHEVELDAVE

HAL R. HICKS
BARRISTER & SOLICITOR
#300 - 350 LANSDOWNE ST.
KAMLOOPS, BC V2C 1Y1

This is **Exhibit "A"** referred to in the Affidavit
of Cecil Cheveldave made before me on February
17, 2021



A Commissioner for taking Affidavits for
British Columbia

Exhibit A

**District of British Columbia
Court No. S 1913131
Vancouver Registry**

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE MATTER OF THE RECEIVERSHIP OF SATHER RANCH LTD.
INTERIM SUMMARY OF THE RECEIVER'S ACTIVITIES
NOVEMBER 21, 2019 TO DECEMBER 31, 2020**

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INTRODUCTION AND PURPOSE OF THE REPORT

Introduction

1. C. Cheveldave & Associates Ltd. was appointed receiver ("**Receiver**") over all of Sather Ranch Ltd.'s ("**SRL**" or the "**Company**") assets, undertakings and properties of every nature and kind pursuant to a Court Order dated November 21, 2019. Attached as "**Appendix 1**" is a copy of the appointing Order.
2. The appointment of C. Cheveldave & Associates Ltd. on November 21, 2019 resulted in the Receiver replacing G. Moroso & Associates Inc. ("**Moroso**") who was originally appointed receiver of SRL on September 17, 2018.
3. It is important to note that this report is a summary. As a summary, the objective of the report is to highlight the significant activities undertaken by the Receiver during its administration to December 31, 2020.
4. For further information on these receivership proceedings please refer to the Receiver's website www.cheveldave.ca/engagements.
5. In preparing this report, the Receiver has been provided with, and has relied upon, unaudited and other financial information, books and records (together, the "**Information**") prepared by the Company and/or their representatives, and discussions with the Company's management and/or representatives. The Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided and in consideration of the nature of evidence provided to this Honourable Court. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the

Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of the Information.

6. All references to monetary amounts in this report are in Canadian dollars unless otherwise specified.

Background

7. SRL was an operating cattle ranch located on the outskirts of Penticton, BC and is owned equally by two shareholders – 0882126 BC Ltd. and AMX Real Estate Inc. The Directors of SRL are Mr. Michael Street and Mr. Joseph Sather.
8. SRL was incorporated in Alberta on March 21, 2013 and extra-provincially registered in BC on March 27, 2013.
9. The ranch lands consisted of one parcel of lands owned by SRL comprising approximately 80 acres and access to an additional 160 acres of grazing land by way of a grazing license.
10. At the time of the Receiver’s appointment, the majority of the cattle inventory had been sold.
11. SRL had been experiencing financial difficulties and a breakdown in the relationship between the shareholders prior to the appointment of Moroso as the first receiver.

12. Details concerning company operations and the Moroso appointment can be found in Moroso's first report to this Honourable Court dated November 27, 2018.

Purpose of the Receiver's First Report

13. This is the Receiver's first report (the "**First Report**") and is filed to provide this Honourable Court with the following:
 - a. Information on the actions of the Receiver for the period of November 21, 2019 to December 31, 2020.
 - b. The Receiver's Interim Statement of Receipts and Disbursements for the period of November 21, 2019 to December 31, 2020.
 - c. Information on the Receiver's fees and disbursements for the period of November 21, 2019 to December 31, 2020.
 - d. Information on the Receiver's legal counsel's fees and disbursements for the period of November 21, 2019 to December 31, 2020.
 - e. Information on the asset realization process, and,
 - f. The Receiver's recommendations.

COMPANY'S PRIMARY ASSETS

14. At the time of the Receiver's appointment, SRL's primary assets consisted of the following:

Land

15. SRL owned an 80-acre parcel of land located at 1313 Greyback Mountain Road, in Penticton, BC. The legal description for the parcel is Sub Lot 8, District Lot 2711, Similkameen Division Yale District, Plan 1190.

Vehicles & Equipment

16. To support operations, SRL had the following vehicles and equipment:
- a. Landini Blizzard 95 tractor.
 - b. 1998 Dodge Ram 3500 with deck.
 - c. 2008 Featherlite stock trailer.
 - d. 2017 Polaris 900 Ranger.
 - e. 2013 Polaris 800 Ranger, and,
 - f. Miscellaneous tools and equipment (tanks, shelters, squeezes, feeders, bins, gates, etc.)

Cattle

17. SRL had the following remaining cattle inventory:
- a. 3 cows.
 - b. 4 cow-calf pairs, and,
 - c. 3 bulls.

Cash On Hand

18. The Receiver took possession of \$91,667 which represented the net proceeds of a cattle auction sale entered into prior to the Receiver's appointment.

COMPANY'S PRIMARY LIABILITIES

19. Subsequent to its appointment, the Receiver identified the following as the Company's primary liabilities from information provided by Moroso and the financial books and records of SRL:

Creditor	Amount (in 000's)
Secured Creditors:	
- M. Street / M. Brule	\$511
- Boundary Machine Ltd. (Moroso borrowing – previous receivership)	\$58
Total Secured Creditors	\$569
Unsecured Creditors	<u>\$775</u>
Total Liabilities	\$1,344

20. The amounts owing to Michael Street and Marielle Brule as secured creditors was a result of Mr. Street and Ms. Brule acquiring the BMO mortgage over the SRL land in May of 2019 via an assignment.
21. Based on information obtained by the Receiver, SRL has approximately five unsecured creditors.
22. The Receiver determined based on information available that no amounts were owing to statutory priority creditors.

RECEIVER'S ACTIVITIES TO DATE

23. Subsequent to its appointment, the Receiver undertook the actions described below.
24. Immediately upon appointment, the Receiver:
 - a. Contacted Moroso to advise of the Receiver's appointment.
 - b. Arranged to have pertinent files and information provided by Moroso.
 - c. Arranged to have proceeds that were in transit from cattle sales redirected to the Receiver.
 - d. Attended the SRL property; and
 - e. Met with the secured creditors.

Cash and Banking

25. The Receiver arranged for the opening of a new bank account in the name of the receivership estate.

Books and Records

26. The Receiver took possession of SRL's files via digital format as provided by Moroso and SRL. The Receiver has retained the digital files on its internal file server.

Insurance

27. The Receiver reviewed the insurance requirements and determined that notwithstanding active ranch operations being concluded, it was prudent for liability insurance to be obtained.
28. The appropriate insurance coverage was arranged and placed.

Management Agreement

29. The Receiver determined that it would be prudent and cost effective to continue to retain the services of Mr. Street as the ranch manager to manage day-to-day matters of SRL and to assist the Receiver as needed.
30. The Receiver retained the services of Mr. Street pursuant to a management agreement. The terms of the management agreement were the same as the agreement between Moroso and Mr. Street.
31. SRL had no employees and there was no requirement to hire employees.

Notice

32. The Receiver issued the prescribed notice and statement pursuant to sections 245 and 246 of the *Bankruptcy and Insolvency Act* to all known secured and unsecured creditors of SRL providing notice of its appointment.
33. The Receiver published the prescribed notice of its appointment in the Penticton Herald as required by section 106 of the provincial *Business Corporations Act* and section 65(1)(A) of the provincial *Personal Property Security Act*.
34. As SRL had no employees, there was no requirement to issue any notices or undertake the prescribed process pursuant to the *Wage Earner Protection Program Act*.

Inventory of Assets

35. Moroso had compiled an inventory of assets and obtained an appraisal of those assets in September 2018. The Receiver viewed the assets upon its appointment and attendance at the SRL site.

36. As a result, a second inventory compilation of assets and a second appraisal was not undertaken as it was determined to be unnecessary as there were no significant changes to the inventory.

Environmental

37. Subsequent to its appointment, the Receiver was made aware of a potential environmental issue from earlier in 2019 involving the likely migration of chloride affected ground water from the SRL property onto the Campbell Mountain Landfill site that is directly adjacent to the SRL property.
38. The Campbell Mountain Landfill site is operated by the Regional District of Okanagan Similkameen (“**RDOS**”).
39. Upon further investigation that included reviewing correspondence and discussions with Mr. Street, it was determined that the source of the chloride affected ground water was the waste from SRL’s cattle herd.
40. SRL’s cattle herd would “winter” on approximately 20 acres of SRL land. Then in the spring as the winter thaw occurred, the spring run-off that would flow toward the Campbell Mountain Landfill would contain higher chloride levels.
41. Prior to the Receiver’s appointment, the majority of SRL’s cattle herd had been sold leaving very few remaining cattle. The remaining cattle were subsequently sold.
42. As SRL had no remaining cattle herd during the winter of 2019-2020, there would be no source of increased chloride affected groundwater.

43. The RDOS did not raise any further environmental concerns regarding the ground water with the Receiver. RDOS purchased the SRL lands as discussed later in this report.
44. The Receiver was made aware by Moroso of a potential clean-up matter related to land previously leased as additional grazing land. The Receiver will be investigating this matter further based on information to be received (if any) as a result of a claims process herein.

Receivership Borrowing

45. The Receiver's appointing Order provided the Receiver with the authority to borrow up to \$75,000 to fund the receivership administration.
46. The Receiver completed preliminary cash flow projections and concluded that there would be a need for borrowing in order to fund the receivership administration.
47. As Mr. Street and Ms. Brule acquired the secured debt from BMO and were SRL's secured creditors, there was no traditional financial institution involved with lending to SRL at the time of the Receiver's appointment.
48. The Receiver approached the secured creditors to determine if they would be interested in providing borrowing to the Receiver on a Receiver Certificate basis. The secured lenders advised the Receiver that they would not provide the Receiver with any borrowing.

49. It was therefore necessary for the Receiver to identify and arrange for borrowing to fund the receivership administration from other sources.
50. The Receiver approached the following financial institutions regarding the borrowing opportunity:
 - a. RBC,
 - b. CIBC,
 - c. BMO,
 - d. Canadian Western Bank,
 - e. Valley First Savings Credit Union, and,
 - f. Interior Savings Credit Union.
51. The Receiver was able to arrange for borrowing with Interior Savings Credit Union via a line of credit facility at an interest rate of the Interior Savings Credit Union prime lending rate plus 2%.

Day-to-Day Operations

52. At the time of the Receiver's appointment, the majority of SRL's cattle herd had been sold.
53. As a result, the level of day-to-day ranch operations was minimal and mostly related to property management and administrative matters.

Discussions With The Shareholders

54. As stated previously in this report, SRL is jointly owned by two shareholders: 0882126 BC Ltd and AMX Real Estate Inc.
55. The representative of 0882126 BC Ltd. is Mr. Street.
56. The representative of AMX Real Estate Inc. is Mr. Joseph Sather.

57. The Receiver has engaged in discussions and correspondence with both Mr. Street and Mr. Sather during its administration.
58. In addition to being the shareholder representative of 0882126 BC Ltd., Mr. Street was also one of SRL's secured creditors and is the ranch manager as retained by the Receiver.
59. As a result of Mr. Street's additional roles with SRL (secured creditor and ranch manager), the Receiver engages in discussions and correspondence with Mr. Street more frequently than with Mr. Sather.
60. Notwithstanding the frequency of discussions and correspondence with Mr. Street, the Receiver has been open and receptive to discussions and correspondence with Mr. Sather and his legal counsel.

Routine Receivership Administration Matters

61. The various routine administration matters that the Receiver has dealt with and continues to deal with in administering the receivership include:
 - a. Establishing a branch filing account with CRA for GST reporting purposes.
 - b. Liaising with Moroso concerning various matters related to the transition of his receivership administration.
 - c. Maintaining the Receiver's statutory responsibilities under the *Bankruptcy and Insolvency Act* concerning periodic reporting.
 - d. Preparing monthly statements of Receipts and Disbursements.
 - e. Issuing the monthly statements of Receipts and Disbursements to the SRL shareholders for their review.
 - f. Arranging for the filing of all required statutory returns (GST and T2 filings).

- g. Attending to the payment of disbursements.
- h. Arranging for the investment of surplus funds in Guaranteed Investment Certificates.
- i. Attending to matters pertaining to SRL's grazing license.
- j. Attending to matters related to the payout of the Receiver's borrowing and closure of the borrowing facility.
- k. Managing a large volume of correspondence and requisite digital files, and,
- l. Responding to questions from the shareholders and creditors.

LITIGATION

62. Subsequent to its appointment, the Receiver was advised of the litigation matters concerning SRL in addition to the litigation resulting in the Receiver's appointment:
- a. BCSC Kelowna Action No. 120181 (the "**Debt Action**").
 - b. ACQB Calgary Centre Action No. 1901-01772 (the "**Oppression Action**"), and,
 - c. BCSC Kelowna Action No. 122417 (the "**Grazing Lands Action**").

The Debt Action

63. The Debt Action is litigation that was initiated by Mr. Street, Ms. Brule, Boundary Machine Ltd. and Profectus Financial Inc. as plaintiffs in August 2018 and resulted in the appointment of Moroso as receiver. SRL is the defendant in this action.
64. Boundary Machine Ltd. is a company that is owned / controlled by Mr. Street. Profectus Financial Inc. is a company that is owned / controlled by Ms. Brule.
65. In addition to seeking the appointment of a receiver, the relief sought in the Debt Action was for judgments against SRL in favour of the plaintiffs for specific dollar amounts representing monies owed by SRL.
66. The Receiver has not taken any specific steps concerning the Debt Action as yet.

The Oppression Action

67. The Oppression Action is litigation that was initiated by AMX Real Estate Inc. and Mr. Joseph Sather as plaintiffs in February 2019. Mr. Street, Ms. Brule, 0882126 BC Ltd., Boundary Machine Ltd., Profectus Financial Inc. and SRL are the defendants in this action.

68. The Oppression Action was commenced without the consent of Moroso or without leave of this Honourable Court being granted.
69. The relief sought in the Oppression Action are numerous remedies as against the defendants including various judgments, preservation orders, tracing orders and monetary damages.
70. The Receiver will be applying to the Alberta Court of Queen's Bench for an order that the Court recognize the Receivership Order, Claims Process Order (as discussed further in this report), add the Receiver as Plaintiff, and finally to grant the Receiver and other Plaintiffs leave to each file an amended and separate statement of claim.
71. The Receiver has requested the assistance of Mr. Sather and his company to assemble relevant documents and evidence so that the Receiver can both investigate the merits of the action and prosecute it for the benefit of the Company. The Receiver has requested Mr. Sather to provide copies of all documents, records and evidence the Plaintiffs have assembled in support of specific allegations made in the Oppression Action.

The Grazing Lands Action

72. The Grazing Lands Action is litigation that was commenced by SRL as the plaintiff and named Mr. Joseph Sather as the defendant. The litigation was commenced by Moroso in February 2019.
73. The premise of the Grazing Lands Action is that Mr. Sather breached his fiduciary and trust obligations as a Director of SRL and purchased land in his personal capacity. The land that was purchased by Mr. Sather was an approximate 160-acre parcel of land that was used by

SRL as grazing lands for the SRL cattle herd. This parcel of land was previously owned by Mr. Sather's father.

74. Prior to Mr. Sather purchasing the land, SRL was pursuing a purchase transaction of the land and had issued a written offer.
75. The relief sought in the Grazing Lands Action includes among other things:
 - a. A declaration that Mr. Sather owes a fiduciary duty to SRL and has breached that duty.
 - b. A declaration that Mr. Sather has a trust obligation to SRL and has breached that obligation.
 - c. A declaration that Mr. Sather holds the land in trust for SRL, pursuant to a remedial constructive trust or fiduciary constructive trust.
 - d. An order that the land be conveyed to SRL upon such terms and conditions as the Court may seem just and appropriate.
76. The Receiver and its legal counsel have reviewed the materials and information concerning the Grazing Lands Action and have conducted their own analysis and assessment.
77. Based on the review and analysis conducted, the Receiver has concluded the Grazing Lands Action litigation has merit and is actively pursuing it.

Claims Process Order

78. As a result of the realization amounts achieved by the Receiver for the sale of SRL's assets, there are anticipated surplus funds available to pay towards the claims of unsecured creditors.

79. The Receiver determined that a claims process would be appropriate in the circumstances as there are significant claims being advanced by SRL's shareholders and related parties.
80. The Receiver is aware that non-arms-length unsecured claims will be objected to by the SRL shareholders.
81. The Receiver and its legal counsel have engaged with legal counsel of SRL's shareholders to develop a claims process and applied to this Honourable Court for a Claims Process Order that was made on January 14, 2021. The Claims Process Order:
 - a. Establishes a process for unsecured claims to be filed with the Receiver.
 - b. Sets a claims bar date for unsecured claims.
 - c. Establishes a process for disallowing claims in whole or in part, and,
 - d. Establishes a process for review and adjudication of arms-length and non-arms-length unsecured claims.

ASSET REALIZATION

82. During the period of November 21, 2019 and December 31, 2020, the Receiver realized on SRL's equipment, remaining cattle inventory and land.

Equipment

83. As noted previously, SRL had the following vehicle and equipment inventory:
- a. Landini Blizzard 95 tractor.
 - b. 1998 Dodge Ram 3500 with deck.
 - c. 2008 Featherlite stock trailer.
 - d. 2017 Polaris 900 Ranger.
 - e. 2013 Polaris 800 Ranger, and,
 - f. Miscellaneous tools and equipment (tanks, shelters, squeezes, feeders, bins, gates, etc.)
84. Moroso had obtained an appraisal of the vehicles in September of 2018. The appraisal was a desk top value of opinion provided by Joiner Sales Corp. and was based on descriptions and photographs. The appraised value for the vehicles was \$42,000. Moroso had assigned an estimated value of \$10,000 for the Miscellaneous tools and equipment based on his discussions with Joiner Sales Corp.
85. Given the immaterial value of the vehicles and equipment inventory and that there was no material change in the equipment inventory, the Receiver deemed it unnecessary to obtain a second appraisal.
86. The Receiver compiled an analysis of estimated net realizable value of the vehicle and equipment inventory. This analysis concluded that a

realization process undertaken by the Receiver would result in an estimated \$26,000 being realized for the receivership estate.

87. The Receiver's analysis took into account the following considerations:
 - a. Repairs and parts required to the Landini Tractor estimated to be \$12,000.
 - b. Sales commissions.
 - c. The expected difficulty in selling miscellaneous equipment which would have limited value in some cases on an individual basis.
 - d. The Receiver's time required to dealing with individual asset sale transactions, and,
 - e. The ranch manager's time involvement to facilitate asset viewings and related matters.
88. An offer was received from Mr. Street and Ms. Brule for the purchase of all SRL's vehicle and equipment inventory for \$41,000 via credit bid.
89. The Receiver concluded that notwithstanding the amount being offered was less than appraised value, it was far greater than what the Receiver would expect to realize if it undertook a sales process based on its analysis.
90. Mr. Sather objected to the Receiver selling the vehicle and equipment inventory on the basis that some of the assets did not belong to SRL. Mr. Sather advised the Receiver that some of the assets belonged to his late father – Palmer Sather and were not assets of SRL.
91. The Receiver reviewed the historical financial statements of SRL including asset lists compiled to support the historical financial statements. Based on its review, the Receiver was satisfied that the assets listed in SRL's financial records were SRL's. Also, as part of its

review of the historical financial statements and related information, the Receiver noted that both SRL Directors approved the historical financial statements.

92. The Receiver provided Mr. Sather with opportunities to provide information that supported his claim that some of the assets were not owned by SRL. No supporting information was provided to the Receiver to support the claims made by Mr. Sather.
93. The Receiver accepted the offer from Mr. Street and Ms. Brule and concluded the transaction.

Remaining Cattle Inventory

94. The Receiver compiled an analysis to determine the estimated net realizable value of the remaining cattle inventory. The analysis considered the values achieved at the November 18, 2019 cattle auction sale that took place prior to the Receiver's appointment.
95. Based on the Receiver's analysis, it was concluded the remaining cattle inventory could likely achieve a realization amount of approximately \$13,000 before considering the Receiver's time involvement and shipping costs to transport the cattle to auction.
96. An offer of \$12,528 was received from Mr. Street and Ms. Brule for the remaining cattle.
97. The Receiver accepted this offer as the amount realized of \$12,528 was likely higher on a net basis than what the Receiver would achieve at auction taking into account transport costs and the Receiver's time involvement.

Land

98. SRL owned an approximate 80-acre parcel of land located at 1313 Greyback Mountain Road in Penticton, BC. The land included improvements such as fencing, riding arena, hay yard, various pens, corrals, and irrigation systems.
99. The Receiver retained the services of NCA Commercial Real Estate Appraisers of Kelowna, BC to conduct an appraisal of the land.
100. The appraisal concluded a valuation of \$1,050,000 with a conceivable range from \$950,000 to \$1,050,000. The appraisal was subject to the appraiser's usual assumptions, extraordinary assumptions and limiting conditions.

Realization Approach

101. In consultation with the secured creditors, the Receiver determined that the best realization approach would be to list the property with a real estate agent as this would provide the greatest exposure to the marketplace.
102. The Receiver implemented a Request for Proposal ("**RFP**") process to solicit listing proposals from interested listing agents.
103. The Receiver issued its RFP to the following brokerages:
 - a. Royal LePage.
 - b. Coldwell Banker.
 - c. Remax.
 - d. Realty Executives.
 - e. Front Street Realty.
 - f. Sutton Realty.

- g. Land Quest, and,
- h. Ranches Only.

104. Of the eight RFP's that were issued, five proposals were received.

105. After review and analysis of the proposals and in consultation with the secured creditors, it was determined that the proposal by Ranches Only would be selected to list the land.

106. As part of the overall realization strategy, the Receiver contemplated the timing of when the land should be listed in consultation with the secured creditors. Other strategic factors were considered regarding the timing of the listing related to some of the on-going litigation.

107. The Land was listed for sale on June 23, 2020 for \$1,595,000.

January 2020 Unsolicited Offer from RDOS

108. In January of 2020, RDOS provided an unsolicited conditional offer to the Receiver for the purchase of the Land.

109. The offer from RDOS was for \$920,000 with an acceptance date of January 31, 2020 and a proposed closing date of December 1, 2020.

110. Upon review of the offer and other matters, the Receiver determined it could not entertain the offer for the following reasons:

- a. The appraisal commissioned by the Receiver was not complete at that time.
- b. The deposit structure and conditions of the offer were problematic and unworkable from the Receiver's perspective, and,

- c. The Receiver had not had the opportunity to expose the land to the marketplace.

111. The Receiver advised RDOS that it would not be able to consider their unsolicited offer at that time.

112. Once the Land was listed for sale, the Receiver advised RDOS accordingly and suggested that if they were still interested in purchasing the Land, they should contact the Receiver's listing agent.

The Brodersen Offer

113. On July 4, 2020, an offer to purchase the Land was received from Mr. Dennis Brodersen and Ms. Kim Brodersen (the "**Brodersen's**").

114. The Brodersen offer was for \$1,600,000. Negotiations ensued concerning various conditional subjects and related time frames.

115. On July 9, 2020, the Receiver accepted the Brodersen's offer and proceeded to prepare its materials for Court approval of the transaction.

116. The Receiver recommended in its Application materials on July 29, 2020 that this Honourable Court approve the sale to the Brodersen's as the amount offered was more than the listing price of the Land and more than the appraised value of the Land.

117. The Receiver's Application for approval of the sale of the Land to the Brodersen's was scheduled to be heard on August 13, 2020.

The RDOS Expropriation

118. On August 10, 2020, RDOS issued a letter to the Receiver enclosing an Expropriation Notice pursuant to the *Expropriation Act*. The RDOS did

not seek leave of this Honourable Court nor the consent of the Receiver prior to registering the Expropriation Notice against title to the Land.

119. The Receiver advised the Brodersen's of the Expropriation Notice.

Unsurprisingly, the Brodersen's were not interested in completing the anticipated sale due to the RDOS expropriation.

120. With the agreement of the Brodersen's, the Receiver and the RDOS engaged in negotiations concerning the various details concerning the transfer of the Land via expropriation. As a result of the negotiations, an agreement was entered into on September 2, 2020 between the RDOS and the Receiver that would see the Land transferred (subject to the approval of this Honourable Court) to the RDOS in exchange for payment in the amount of \$1,600,000. This is the same amount as what the Brodersen's contracted to purchase the Land for.

121. On September 9, 2020, the Receiver made Application to this Honourable Court for:

- a. Approval of the Agreement to Transfer Lands in Settlement of Expropriation Proceedings dated September 2, 2020 between the Receiver and the RDOS.
- b. Approval to pay the real estate commission to the Receiver's listing agent in accordance with the terms of the listing agreement based on a sale price of \$1,600,000, and,
- c. Approval that the \$10,000 deposit paid by the Brodersen's and held by their real estate agent in connection with the purchase and sale transaction with the Receiver be returned to them.

122. This Honourable Court granted the Order as applied for.

RECEIPTS AND DISBURSEMENTS

123. The Receipts generated during the period of November 21, 2019 to December 31, 2020 in the receivership estate were primarily from the realization of assets and proceeds from the Receiver's borrowings.

124. The largest single receipt was the net proceeds received from the realization of the Land. The net amount realized in the receivership estate was \$984,197 and was derived as follows:

Item	Amount
Gross Selling Price	\$1,600,000
Utilities Credit	\$7
Sale Holdback ¹	(\$10,000)
Real Estate Commission and GST	(\$67,200)
Mortgage & Related Costs	<u>(\$538,610)</u>
Net Amount Realized	\$984,197

125. The Receiver's operating costs were funded in part by the Receiver's borrowings from Interior Savings Credit Union under Receiver's Certificates. The total amount borrowed by the Receiver was \$57,497. This amount was repaid subsequent to receiving the net sales proceeds from the realization of the Land.

¹ This amount was subsequently collected by the Receiver.

126. The detailed Receiver's Interim Statement of Receipts and Disbursements to December 31, 2020 is attached as "**Appendix 2**". A summary of the Receiver's receipts and disbursements to December 31, 2020 is as follows:

Item	Amount
Total Receipts	\$1,215,295
Total Disbursements	(\$360,335)
Excess of Receipts Over Disbursements	\$854,960

127. The \$854,960 balance at December 31, 2020 is represented by:

BMO Trust Account balance	\$ 44,827
BMO GIC Investment	<u>\$810,133</u>
Total	\$854,960

128. The largest disbursements have been for professional fees billed by the Receiver and its legal counsel. The Receiver and its legal counsel have billed fees of \$96,773 and \$78,340 before GST respectively (the "**Receivership Professional Fees**").

129. The Receiver will be seeking approval of the Receivership Professional Fees at this Court Application. Copies of the Receivership Professional Fees invoices, including detailed time entries, will be included in the materials filed by the Receiver.

130. The Receiver is of the view that the Receivership Professional Fees are fair and reasonable.

RECOMMENDATIONS

131. The Receiver submits its First Report and respectfully requests this Honourable Court to:

- a. Approve the First Report and the activities of the Receiver described herein.
- b. Approve the Receiver's Interim Statement of Receipts and Disbursement for the period of November 21, 2019 to December 31, 2021, and,
- c. Approve the Receivership Professional Fees for the Receiver and its legal counsel to December 31, 2020.

All of which is respectfully submitted this 12th day of February 2021.

**C. Cheveldave & Associates Ltd.
Court Appointed Receiver and Manager of
Sather Ranch Ltd., and not in its personal capacity**

A handwritten signature in black ink, appearing to read 'Cecil Cheveldave', with a stylized, overlapping flourish.

Per: Cecil Cheveldave
President

Appendix 1**Appointing Order**



No. S 1913131
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

BEFORE THE HONOURABLE

MR. JUSTICE WALKER

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)

21/11/2019

ON THE APPLICATION of the Plaintiffs for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "**LEA**") appointing C. Cheveldave & Associates Ltd. as Receiver and Manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and property of Sather Ranch Ltd. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Michael Street sworn November 18, 2019, and the consent of C. Cheveldave & Associates Ltd. to act as the Receiver; AND ON HEARING Steven D. Dvorak, Counsel for the Plaintiffs, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, C. Cheveldave & Associates Ltd. is appointed Receiver, without security, of all of the assets, undertakings and property of the Debtor, including all proceeds, (the "Property").

RECEIVER'S POWERS

2. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting these amounts, including, without limitation, enforcement of any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to the Debtor;
 - (h) to 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 and on behalf of the Debtor, for any purpose pursuant to this Order;

- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtor, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to \$50,000.00 , provided that the aggregate consideration for all such transactions does not exceed \$200,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- 4 -

- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Debtor; (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner

of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtor and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, including without limitation that certain Grazing Licence No. RAN077332 and any renewals, replacements or assignments thereof, without written consent of the Receiver or leave of this Court. Nothing in

this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to the employees' right to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtor, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a **"Sale"**). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, **"Possession"**) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively **"Environmental Legislation"**), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.
16. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
17. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver's appointment; or,
 - (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver

to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

19. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
 - (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

20. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
21. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
22. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$75,000.00 (or such greater amount as this Court may by further Order authorize)

at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
25. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
26. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

27. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

28. The Receiver shall serve a copy of this Order upon all creditors of the Debtor, as disclosed in the Debtor's books and records.
29. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule B (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.

30. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
31. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
32. Notwithstanding paragraph 31 of this Order, service of the Notice of Application and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

GENERAL

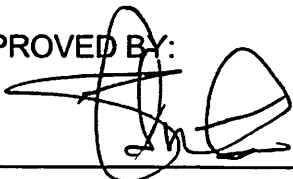
33. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
34. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
35. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor, and the Receiver shall have the authority to assign the Debtor into bankruptcy, in its sole discretion.
36. 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.

37. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
38. The Plaintiffs shall have their costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiffs' security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
39. This Order be entered on an expedited basis.
40. Following service of a copy of this Order upon G. Moroso & Associates Inc., by email to gmoroso@hotmail.com, G. Moroso & Associates Inc. shall assist and cooperate with the Receiver in transitioning from the administration of the Receivership pursuant to the Order pronounced on September 17, 2018, in Kelowna Registry Action No. 120281, shall otherwise cease to perform its duties under that Order (but shall retain the benefit of all protections contained in that Order), and shall apply for its discharge in that proceeding.
41. Endorsement of this Order by counsel appearing on this application other than the Plaintiffs is dispensed with.

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

APPROVED BY:



Signature of Steven D. Dvorak
Lawyer for Plaintiffs

BY THE COURT

DISTRICT REGISTRAR



SCHEDULE "A" - RECEIVER CERTIFICATE

1. THIS IS TO CERTIFY that C. CHEVELDAVE & ASSOCIATES LTD. , the Receiver and Manager (the "**Receiver**") of all of the assets, undertakings and properties of Sather Ranch Ltd. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "**Court**") dated the 21st day of November, 2019 (the "**Order**") made in SCBC Action No. [REDACTED] has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ [REDACTED], being part of the total principal sum of \$75,000.00 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded daily ~~monthly~~ not in advance on the [REDACTED] day of each month after the date hereof at a notional rate per annum equal to the rate of [REDACTED] per cent above the prime commercial lending rate of [REDACTED] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [REDACTED].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the [REDACTED] day of [REDACTED], 20____.

C. Cheveldave & Associates Ltd., solely in its
capacity as Receiver of the Property, and not in its
personal capacity

Per:
Name:
Title:

- 2 -

Schedule "B"**Demand for Notice**

TO: [Name of Applicant]
 c/o [Name of Counsel to the Applicant]
 Attention:
 Email:

AND TO: C. Cheveldave & Associates Ltd.
 c/o [Name of Counsel to the Receiver]
 Attention:
 Email:

Re: In the matter of the Receivership of Sather Ranch Ltd.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

OR

2. By facsimile, at the following facsimile number (or numbers):

OR

3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

Creditor's Contact Phone Number: _____

Vancouver Registry

No. S1913131

IN THE SUPREME COURT OF BRITISH
COLUMBIA

BETWEEN:

MICHAEL NEIL STREET and MARIELLE BRULE
Plaintiffs

- and -

SATHER RANCH LTD.

Defendant

RECEIVERSHIP ORDER

Davidson Lawyers LLP
3009 28th Street, Vernon, BC, V1T 4Z7
(250) 542-1177
Attention: Steven Dvorak
Counsel to the Plaintiffs

Appendix 2**Interim Statement of Receipts and Disbursements**

Appendix 2

**IN THE MATTER OF THE RECEIVERSHIP OF
SATHER RANCH LTD.
RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD NOVEMBER 21, 2019 TO DECEMBER 31, 2020**

Note**RECEIPTS:**

Sale of Property	\$ 984,197.39
Collection of Cattle Auction Proceeds	\$ 91,667.56
Funds Transferred Into ISCU Credit Line Acct From BMO Trust Acct. to payout borrowing	\$ 57,497.20
Funds Transferred Into BMO Trust Acct From ISCU Credit Line Acct.	\$ 55,163.00
Sale of Cattle	\$ 12,528.00
Holdback funds from sale of land	\$ 10,000.00
GST Collected on Equipment Sale	\$ 2,050.00
GST refund	\$ 1,852.28
Funds Transferred Into ISCU Credit Line Acct From BMO Trust Acct.	\$ 182.73
Interest on GIC	\$ 132.78
Reimbursement of Filing Fee	\$ 20.00
Refund of Service Charge - ISCU	\$ 3.84
TOTAL RECEIPTS	<u>\$ 1,215,294.78</u>

DISBURSEMENTS:

Property taxes	\$ 26.74
Filing Fees	\$ 70.00
Utilities	\$ 145.00
Bookkeeping	\$ 180.00
Funds Transferred to ISCU Credit Line Account from BMO Trust Acct.	\$ 182.73
Fuel	\$ 366.96
Interest Charges	\$ 457.43
Bank charges	\$ 756.00
Receivership Loan Set Up Fees & Costs - ISCU	\$ 1,557.50
Ranch Management - wages / fees	\$ 1,997.79
Grazing License Renewal	\$ 4,935.50
Accounting fees	\$ 3,325.00
Insurance	\$ 6,000.00
GST Paid	\$ 8,871.00
Appraisal	\$ 9,272.20
Payout of Previous Receiver's Borrowing Charge	\$ 40,000.00
Funds Transferred to BMO Trust Acct. from ISCU Credit Line Acct.	\$ 55,163.00
Payout of ISCU receivership loan	\$ 57,497.20
Receiver's Legal Counsel Fees	\$ 72,757.58
Receiver's Fees	\$ 96,773.32
TOTAL DISBURSEMENTS	<u>\$ 360,334.95</u>

EXCESS OF RECEIPTS OVER DISBURSEMENTS**\$ 854,959.83**

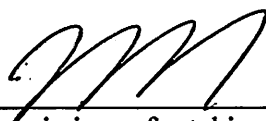
1

Notes:

1. Balance represented by:

BMO Trust Account balance at 12/31/20	\$44,827.05
BMO Investment in GIC	<u>\$810,132.78</u>
TOTAL BALANCE - ALL ACCOUNTS	<u>\$854,959.83</u>

This is **Exhibit "B"** referred to in the Affidavit
of Cecil Cheveldave made before me on February
17, 2021



A Commissioner for taking Affidavits for
British Columbia

Exhibit B

C. CHEVELDAVE & ASSOCIATES LTD. - RECEIVER FOR**Sather Ranch Ltd.**Summary of Receiver's Invoices

Invoice #	Invoice Date	Period	Fees	Disbursements	Subtotal	GST	Total
SRL-20191130	30-Nov-19	November, 2019	\$ 10,875.00	\$ 652.54	\$ 11,527.54	\$ 543.75	\$ 12,071.29
SRL-20191231	31-Dec-19	December, 2019	\$ 8,625.00	\$ 435.16	\$ 9,060.16	\$ 431.25	\$ 9,491.41
SRL-20200131	31-Jan-20	January, 2020	\$ 8,950.00	\$ -	\$ 8,950.00	\$ 447.50	\$ 9,397.50
SRL-20200229	29-Feb-20	February, 2020	\$ 4,625.00	\$ -	\$ 4,625.00	\$ 231.25	\$ 4,856.25
SRL-20200331	31-Mar-20	March, 2020	\$ 2,625.00	\$ 21.24	\$ 2,646.24	\$ 131.25	\$ 2,777.49
SRL-20200430	30-Apr-20	April, 2020	\$ 5,625.00	\$ -	\$ 5,625.00	\$ 281.25	\$ 5,906.25
SRL-20200531	31-May-20	May, 2020	\$ 2,150.00	\$ -	\$ 2,150.00	\$ 107.50	\$ 2,257.50
SRL-20200630	30-Jun-20	June, 2020	\$ 4,825.00	\$ -	\$ 4,825.00	\$ 241.25	\$ 5,066.25
SRL-20200731	31-Jul-20	July, 2020	\$ 11,493.00	\$ 23.23	\$ 11,516.23	\$ 574.65	\$ 12,090.88
SRL-20200831	31-Aug-20	August, 2020	\$ 8,054.00	\$ 26.96	\$ 8,080.96	\$ 402.70	\$ 8,483.66
SRL-20200930	30-Sep-20	September, 2020	\$ 11,673.00	\$ 45.19	\$ 11,718.19	\$ 583.65	\$ 12,301.84
SRL-20201031	31-Oct-20	October, 2020	\$ 6,784.50	\$ -	\$ 6,784.50	\$ 339.23	\$ 7,123.73
SRL-20201130	30-Nov-20	November, 2020	\$ 6,298.50	\$ -	\$ 6,298.50	\$ 314.93	\$ 6,613.43
SRL-20201231	31-Dec-20	December, 2020	\$ 2,966.00	\$ -	\$ 2,966.00	\$ 148.30	\$ 3,114.30
TOTAL PAID TO DECEMBER 31, 2020			<u>\$ 95,569.00</u>	<u>\$ 1,204.32</u>	<u>\$ 96,773.32</u>	<u>\$ 4,778.45</u>	<u>\$ 101,551.77</u>

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

INVOICE

Date: November 30, 2019

Invoice No.: SRL-20191130

Sather Ranch Ltd. – In Receivership
c/o C. Cheveldave & Associates Ltd.
Suite 600 – I, 235 – First Avenue
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of Sather Ranch Ltd. as outlined in the attached summary.

OUR FEE	\$10,875.00
GST #786841874 RT0001	\$543.75
DISBURSEMENTS	<u>\$652.54</u>
TOTAL	<u>\$12,071.29</u>

C. Cheveldave & Associates Ltd.

Invoice SRL-20191130

November 30, 2019

Time Summary:

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$250	33.5	\$8,375.00
Jim Gilchrist	\$250	<u>10</u>	<u>\$2,500.00</u>
TOTAL		43.5	\$10,875.00

Disbursements claimed on this invoice:

Travel	\$350.30
Form 7 Filing Fee	\$20.00
Penticton Herald Ad	<u>\$282.24</u>
TOTAL	<u>\$652.54</u>

Time Details:

Date	Staff	Time	Description
11/19/2019	CFC	0.8	Review draft order, emails with S. Dvorak.
11/20/2019	CFC	2.8	Call and discussion with S. Dvorak regarding appointing order and background details, emails with S. Dvorak regarding background information, emails with S. Andersen providing draft appointing order.
11/21/2019	CFC	4.7	Emails with S. Andersen - Lawson Lundell regarding appointing order matters (priority of admin and borrowing charges vis a vis G. Moroso appointment,) sign and return indemnity agreement, email from S. Dvorak - Davidson & Company regarding receivership appointing order, email to Mike Street and Marielle Brule requesting to meet tomorrow and confirming arrangements, emails with S. Andersen regarding management contract for Mike Street, set out initial approach, email to G. Moroso regarding appointment and request meeting regarding transition matters, call and discussion with G. Moroso regarding transitional matters, receive and start reviewing documents provided by G. Moroso.
11/22/2019	CFC	9.4	Email to S. Andersen regarding preliminary issues as identified in documents provided by G. Moroso, travel to Sather Ranch property and meet with M. Street and M. Brule and tour the property and equipment, go over preliminary approach and related matters, discussions with J. Gilchrist regarding appraisal options and realization approach.
11/22/2019	JFG	6	Travel to and from Sather Ranch Property; meeting with principals and further discussions with CFC regarding issues around ranch.
11/23/2019	CFC	2.9	Emails from G. Moroso, emails from S. Anderson regarding various issues and respond, review documents provided by G. Moroso, emails to S. Andersen regarding various matters (CPL filed on adjacent property, additional details on the clean up of formerly leased land issue, water migration issue, etc., email to CIBC regarding trust account set up, respond to emails from G. Moroso.
11/24/2019	JFG	0.6	Compose email correspondence for both Hub Insurance and NCA Appraisals
11/25/2019	CFC	4.7	Emails with Mike Street regarding funds received, invoices, agricultural assessment, etc., internal emails and emails with T. Thompson - HUB regarding liability insurance coverage, set out items / issues for call with S. Andersen, emails with CIBC regarding Trust account opening, emails with G. Moroso, edit updated management agreement and send to M. Street for review and execution, attend conference call with S. Andersen regarding various issues, start drafting Receiver's Notice and Statement, very cursory review of Dropbox files, preliminary drafting of Form 7 notice, follow up with S. Dvorak re: entered order, email to M. Street requesting additional documents.

11/25/2019	JFG	1.2	Emails to and TT and TF Tony Thompson re place 3rd party liability insurance on SRL lands, and etc.; Correspondence with and TF Lionel Hoffman re: real property appraisal.
11/26/2019	CFC	3.2	Follow up email to CIBC, emails with S. Andersen regarding property information, review registry search information, call to and discussion with C. Flannigan regarding receivership appointment, emails with CIBC re: Trust account matters, review documents and information provided by M. Street, provide lease documents to S. Andersen, work on Form 87 details based on information provided, receive entered appointing order, send appointing order to various parties, post appointing order to the Receiver's web-site.
11/26/2019	JFG	1.2	Various correspondence with Lionel Hoffman re real estate appraisal.
11/27/2019	CFC	1.3	Call with J. Gilchrist regarding appraisal arrangements, emails with S. Andersen, emails and calls with CIBC.
11/28/2019	JFG	1	emails and calls with CFC re appraisal and other matters; emails and calls to Hoffmann re appraisal questions.
11/28/2019	CFC	3.2	Emails with S. Andersen re: occupation lease agreement, finalize Form 87 and issue to the OSB, issue Form 87 to all creditors, sign off and send BC Business Corporations Act Form 7, emails and call with J. Gilchrist regarding appraisal scope and quote, compile and file RC59 documents with CRA, emails with Penticton Herald regarding PPSA / Form 7 ad, emails.
11/29/2019	CFC	0.5	Call and emails with Penticton Herald regarding ad proof.

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

INVOICE

Date: December 31, 2019

Invoice No.: SRL-20191231

Sather Ranch Ltd. – In Receivership
c/o C. Cheveldave & Associates Ltd.
Suite 600 – I, 235 – First Avenue
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of Sather Ranch Ltd. as outlined in the attached summary.

OUR FEE	\$8,625.00
GST #786841874 RT0001	\$431.25
DISBURSEMENTS	<u>\$435.16</u>
TOTAL	<u>\$9,491.41</u>

C. Cheveldave & Associates Ltd.
Invoice SRL-20191231
December 31, 2019

Time Summary:

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$250	34.5	\$8,625.00
Jim Gilchrist	\$250	<u>0</u>	<u>\$0.00</u>
TOTAL		34.5	\$8,625.00

Disbursements claimed on this invoice:

Travel	\$419.00
Courier	<u>\$16.16</u>
TOTAL	<u>\$435.16</u>

Time Details:

Date	Staff	Time	Description
12/2/2019	CFC	1.2	Memos to file, update issues list, meeting with BMO re: trust account,
12/3/2019	CFC	2.6	Report updating, review of emails and documents provided by S. Dvorak and start to consider approach, receive and deposit cheque from cattle sale, emails to M. Street regarding interest in purchasing equipment, small assets, remaining cattle inventory, etc.
12/4/2019	CFC	1.6	Review information provided by S. Dvorak, formulate concept for approach to the "Alberta Oppression" claim and the claims process issue, emails with S. Andersen.
12/5/2019	CFC	1.5	Emails from M. Street providing invoices, emails with HUB insurance, receive demand for service from FH&P, transaction ledger updating, call to (mssg left) for J. Gilchrist, review correspondence from counsel,
12/6/2019	CFC	0.5	AP run, emails regarding engagement letter for appraiser.
12/9/2019	CFC	1.1	Review appraisal engagement letter, call to and discussion with Lionel Hoffmann - NCA Commercial Inc., compile information on grazing license and water migration matter and send to L. Hoffman.
12/10/2019	CFC	1.6	Review and analysis of offer from M. Street and M. Brule, request additional information for clarification, emails with M. Street regarding real estate broker options.
12/11/2019	CFC	1.9	Emails with M. Brule regarding details on offer to purchase cattle and review analysis, research Penticton real estate brokerage / broker options, email to S. Andersen regarding next week's meetings.
12/13/2019	CFC	2.3	Emails with M. Brule regarding moving cattle and related matters, follow up with G. Moroso regarding DIP loan payout, process A/P run, emails with HUB insurance, email from G. Moroso setting out DIP Loan payout information and suggested approach for payout and related legal fees, consider suggested approach and provide alternative options, email to M. Street requesting lender's confirmation of amounts owing under the DIP facility.
12/15/2019	CFC	1.2	Review estimate for tractor repairs, complete review of offer for equipment and cattle, email to M. Street / M Brule, email from G. Moroso regarding discharge, email to C. Flannigan advising of sale and inviting comments.
12/16/2019	CFC	4.5	Travel to Kelowna, meet with S. Andersen and go over the various litigation issues, strategize and discuss other related issues in preparation for tomorrow's meeting, call from G. Moroso to discuss funds transfer for DIP loan payout, emails.

12/17/2019	CFC	5.9	Attend meeting with lenders, lender's counsel and S. Andersen and go over various issues related to the receivership administration, meeting and discussions with S. Andersen regarding claims approach details and initial contemplation of a bankruptcy option, emails with C. Flannagan regarding sale of cattle and equipment, emails from S. Dvorak regarding discharge, email from S. Andersen advising of his discussion with C. Flannagan and that the tractor is an asset of the Palmer Sather estate, email to M. Street with instructions for transfer documents.
12/18/2019	CFC	6.1	Emails with M. Brule regarding documentation of Landini tractor comprising part of the SRL asset inventory, email from HUB insurance regarding policy documents, draft Bills of Sale documents for cattle sale and equipment sale, call to S. Andersen (mssg left), email to G. Moroso confirming funds being sent today, email from M. Street regarding 1 cow and 1 bull not off the range as of yet, call from S. Andersen regarding discussions with C. Flannigan (including tractor ownership issue), prepare and upload form GST-10 for new branch filing number, emails with A. Reeder regarding interest in the property, attend at BMO and obtain bank draft and express post to G. Moroso's offices, memo to file re: tractor, receive and review letter from C. Flannigan, start compiling response.
12/19/2019	CFC	2.2	Drafting / editing response to C. Flannigan regarding cattle and equipment sale transactions, equipment Bill of Sale editing and send to M. Street for review and comment, emails with S. Andersen regarding assertions being made by J. Sather via counsel, issue response to C. Flannigan, brief review of Landquest and Ranches Only brokerages, email to M. Street requesting further details to improvements on 80 acre parcel, confirm receipt of cattle sale funds and issue Bill of Sale.
12/20/2019	CFC	0.3	AP run, update transaction ledger.

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

INVOICE

Date: January 31, 2020

Invoice No.: SRL-20200131

Sather Ranch Ltd. – In Receivership
c/o C. Cheveldave & Associates Ltd.
Suite 600 – I, 235 – First Avenue
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of Sather Ranch Ltd. as outlined in the attached summary.

OUR FEE	\$8,950.00
GST #786841874 RT0001	\$447.50
DISBURSEMENTS	<u>\$0.00</u>
TOTAL	<u>\$9,397.50</u>

C. Cheveldave & Associates Ltd.
Invoice SRL-20200131
January 31, 2020

Time Summary:

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$250	34.7	\$8,675.00
Jim Gilchrist	\$250	<u>1.1</u>	<u>\$275.00</u>
TOTAL		35.8	\$8,950.00

Disbursements claimed on this invoice:

TOTAL **\$0.00**

Time Details:

Date	Staff	Time	Description
1/2/2020	CFC	0.4	Call from and email from Coldwell Banker regarding interest in listing the property.
1/3/2020	CFC	1	Emails with M. Brule and M. Street regarding sale of equipment, timing of sale, DIP funding matters, etc., draft RFP for brokers,
1/6/2020	CFC	3.1	Finalize RFP document, locate sample "Schedule A" document and provide to S. Andersen for revision, compile remaining details for brokerage contacts, call from and emails with A. Reeder (RDOS) regarding enquiries and calls being placed by G. Szabo purporting to be representing the "seller" of the SRL property, emails with G. Szabo advising him that he is not authorized to represent the Receiver and related follow up emails, issue RFP document to eight prospective realtors, emails with M. Street regarding Castanet article, emails with S. Andersen.
1/7/2019	CFC	3.3	Call from and discussion with Rich Osbourne (Landquest) regarding RFP, call from and return call to M. Brule regarding estate matters (msg left), call to S. Andersen re: RDOS interest in a direct purchase of the property (msg left), emails with Tim Terepocki (ranches only), emails with J. Bloomfield (Royal LePage), set up RFP Tracking Status sheet, call and discussion with S. Andersen, call from and return call to A. Reeder (RDOS), December 2019 bank reconciliation.
1/8/2019	CFC	3.6	Call and discussion with M. Brule regarding cash flow and sale transaction matters, call and discussion with S. Andersen regarding issues related to an application for an interim distribution of funds and go over various strategies, email to M. Brule setting out issues and considerations for interim distribution application, set out preliminary strategy for upcoming discussions with RDOS regarding interest in the property, review letter from C. Flannigan requesting particulars.
1/9/2019	CFC	2.2	Review file and locate information being requested by C. Flannigan regarding mortgage debt and DIP loan, emails to S. Andersen, call from and return call to T. Teropocki (Ranchesonly.com) regarding a site visit, email to M. Street regarding coordinating site visit, email to L. Hoffmann regarding appraisal follow up, emails with A. Reeder, subsequent emails with L. Hoffmann.
1/10/2019	CFC	3.1	Call and discussion with A. Reeder regarding RDOS interest in the property, consider issues discussed and the appropriate approach, drafting reporting memo to secured lender, confirm GST R3 sub account has been opened by CRA and advise G. Moroso of same, calls and emails with D. Chapman (Royal LePage) regarding listing proposal.
1/13/2020	CFC	1.3	Review proposal from Sutton Group, emails with L. Hoffmann, emails with M. Street and M. Brule, call to and emails with S. Montagliani (BMO) regarding potential receivership funding,

1/14/2020	CFC	1.8	AP run, call to and discussion with S. Andersen regarding RDOS interest in property and the response to C. Flannigan's letter, emails with L. Hoffmann regarding appraisal questions, calls from and discussion with R. Thompson (Gilchrist & Co - legal counsel for RDOS) regarding making an offer on the property, emails with R. Osbourne (Landquest) regarding proposal
1/15/2020	CFC	0.9	Review listing proposal submitted by Landquest, call from and return call to A. Reeder and discuss ALC / ALR issue, review draft letter from S. Andersen.
1/16/2019	CFC	1.1	Emails with M. Street re: invoice from Penticton Indian Band, emails with L. Hoffmann, call from and discussion with S. Montagliani (BMO) regarding not being able to lend against receiver certificate, calls to R. Youds (CIBC), M. Dundas (Valley First CU) re: potential lending to the receivership, call to S. Andersen (mssg left).,
1/20/2020	CFC	1.3	Receive and review listing proposals from Royal Lepage and Ranchesonly.com, email to C. Enhes (Interior Savings CU) regarding possible receivership lending, email to S. Andersen regarding RDOS's desire to put in an application to the ALC, receive and review proposal from Front Street Realty, call from and discussion with C. Enhes regarding interest in lending for the receivership,
1/21/2020	CFC	3	Compile summary of listing proposals received and send to M. Street and M. Brule, call from S. Andersen regarding ALC matter, call from and discussion with A. Reeder, receive unsolicited offer from RDOS, emails with S. Andersen, review RDOS offer and compile memo to S. Anderson setting out the Receiver's comments.
1/22/2019	CFC	1.5	Emails with M. Street regarding unsolicited offer from RDOS, call from and return call to T. Teropocki, call from and return call to D. Chapman, call and discussion with L. Hoffmann regarding appraisal process, emails with S. Andersen, conference call with M. Street and M. Brule.
1/23/2020	CFC	0.8	AP run, internal discussions with J. Gilchrist., email to A. Reeder concerning the RDOS offer, email to all listing agents who provided proposals re: status of proposals.
1/24/2020	CFC	2.4	Call with Scott Andersen and discussion / strategize on approach re: RDOS offer and the repackaging of the realization approach aspect, drafting memo to M. Street and M. Brule providing update and setting out considerations,
1/27/2020	CFC	0.9	Receive and review correspondence from C. Flannigan re: demands for additional information regarding assigned security, assets and cattle inventory tracking, text messages with D. Chapman regarding potential interested purchaser.
1/28/2020	CFC	0.4	Return call to D. Chapman regarding, call to S. Andersen (mssg left), emails with A. Reeder, call and discussion with S. Andersen regarding C. Flannigan letter, emails with L. Hoffmann.

1/31/2020	CFC	2.6	Review email correspondence from yesterday, review of appraisal, email to S. Andersen regarding document disclosure matters, email secured lenders regarding updates, emails with S. Andersen and S. Dvorak re: conference call, emails with M. Street re: AP matters, emails to L Hoffman regarding appraisal edits.
1/31/2020	JFG	1.1	Email from C. Cheveldave and review appraisal report on SRL property; email correspondence with C. Cheveldave re same.

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

INVOICE

Date: February 29, 2020

Invoice No.: SRL-20200229

Sather Ranch Ltd. – In Receivership
c/o C. Cheveldave & Associates Ltd.
Suite 600 – I, 235 – First Avenue
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of Sather Ranch Ltd. as outlined in the attached summary.

OUR FEE	\$4,625.00
GST #786841874 RT0001	\$231.25
DISBURSEMENTS	<u>\$0.00</u>
TOTAL	<u>\$4,856.25</u>

C. Cheveldave & Associates Ltd.
Invoice SRL-20200229
February 29, 2020

Time Summary:

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$250	18.5	\$4,625.00
Jim Gilchrist	\$250	<u>0</u>	<u>\$0.00</u>
TOTAL		18.5	\$4,625.00

Disbursements claimed on this invoice:

TOTAL **\$0.00**

Time Details:

Date	Staff	Time	Description
2/3/2020	CFC	3.4	Emails with L. Hoffmann re: finalized appraisal, AP run, email to C. Enhes (ISCU) to follow up on receivership funding, start compiling SRD, review memo's in preparation for tomorrow's conference call, calls with A. Reeder regarding unsolicited offer, emails with S. Andersen regarding disclosure matters,
2/4/2020	CFC	2.8	Update transaction ledger and SRD draft, emails with S. Andersen regarding RDOS offer, call with S. Andersen regarding RDOS offer matters, conference call with Lenders and counsel to discuss various issues, subsequent emails to M. Street, M. Brule and S. Dvorak, call and discussion with S. Andersen, set up Drop box folder for S. Andersen, emails with S. Hodson.
2/5/2020	CFC	2.4	Complete SRD and issue to lenders, emails with S. Andersen, call with A. Reeder, email to prospective brokers advising the listing decision is being temporarily being put in abeyance, emails with ISCU, email to A. Reeder confirming points discussed earlier in the day concerning not proceeding with the offer and issues with the form of agreement.
2/7/2020	CFC	0.5	Emails with RDOS regarding ALC agency arrangement and appropriate terms needed, emails with S. Andersen regarding LOI that RDOS is seeking, email to RDOS advising the Receiver will not sign an LOI.
2/8/2020	CFC	0.4	Review documents and correspondence from RDOS.
2/9/2020	CFC	0.5	January bank rec, edit and process RDOS agency document and send to A. Reeder, process insurance renewal,
2/10/2020	CFC	1.1	Emails with S. Dvorak regarding equipment purchase, email to S. Andersen re: follow up on various matters, emails with M. Smith (ISCU) regarding additional information needed for receivership funding, compile and provide documents to ISCU, deposit refund cheque for filing fees,
2/11/2020	CFC	0.7	Numerous emails with M. Smith regarding potential receivership funding, provision of requested documents.
2/12/2020	CFC	1.4	Emails with M. Street regarding grazing license, receive and review documents from ISCU regarding receivership funding and reply.
2/13/2020	CFC	0.7	Emails with M. Street regarding grazing license, call and discussion with M. Street, email to S. Andersen following up on Feb 12 deadline for statement of defense to be filed, email from M. Smith regarding progress on receivership funding matters.
2/14/2020	CFC	0.3	Call from Gill Szabo re: enquiring of the property sale, email to R. Dinwoodie (MOFR),
2/17/2020	CFC	0.4	Review emails.

2/18/2020	CFC	0.8	Emails with S. Andersen, review statement of defense filed by J. Sather, email to S. Dvorak.
2/19/2020	CFC	0.7	Receive and review updated commitment letter documentation from M. Smith, consider language of "first charge", mark up document, email to S. Andersen.
2/20/2020	CFC	0.2	Email to M. Smith re: question on commitment letter, email from S. Andersen re: same.
2/22/2020	CFC	0.5	AP run, update transaction ledger, email to S. Andersen.
2/24/2020	CFC	1.4	Receive / review information from HUB insurance, call to and discussion with M. Smith regarding revised commitment letter for receivership funding, emails with G. Moroso regarding his discharge application date, execute and return commitment letter to ISCU for receivership funding, call from and discussion with G. Moroso regarding discharge application details,
2/26/2020	CFC	0.3	Call from and emails with ISCU counsel re: lending details.

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

INVOICE

Date: March 31, 2020

Invoice No.: SRL-20200331

Sather Ranch Ltd. – In Receivership
c/o C. Cheveldave & Associates Ltd.
Suite 600 – I, 235 – First Avenue
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of Sather Ranch Ltd. as outlined in the attached summary.

OUR FEE	\$2,625.00
GST #786841874 RT0001	\$131.25
DISBURSEMENTS	<u>\$21.24</u>
TOTAL	<u>\$2,777.49</u>

C. Cheveldave & Associates Ltd.

Invoice SRL-20200331

March 31, 2020

Time Summary:

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$250	10.5	\$2,625.00
Jim Gilchrist	\$250	<u>0</u>	<u>\$0.00</u>
TOTAL		10.5	\$2,625.00

Disbursements claimed on this invoice:

Mileage	<u>\$21.24</u>
TOTAL	<u>\$21.24</u>

Time Details:

Date	Staff	Time	Description
3/2/2020	CFC	0.7	Emails and calls with A. Reeder - RDOS re: draft ALC application.
3/3/2020	CFC	0.4	Emails with the OSB regarding filing fee documentation.
3/4/2020	CFC	0.9	Receive and brief review of documents provided by S. Dvorak regarding 160-acre claim, email to S. Dvorak, emails with A. Reeder regarding signage on property re: ALC process.
3/5/2020	CFC	1.9	Emails re RDOS / ALC process, compile Statement of Receipts and Disbursements to 2/29/20, update transaction ledger, process payment for OSB filing fee, call to S. Andersen (mssg left.), Feb 2020 bank reconciliation.
3/6/2020	CFC	0.8	Emails and calls with counsel for G. Moroso regarding discharge application materials, call with S. Andersen and discuss numerous issues including receivership borrowing documents, Sather statement of defense, strategy going forward, etc.
3/9/2020	CFC	0.6	Prepare receiver certificate for ISCU borrowing.
3/11/2020	CFC	0.4	Emails with M. Smith - ISCU, text messages from / to D. Chapman (realtor) re: status.
3/13/2020	CFC	1.7	Attend at ISCU and sign loan documents, subsequent emails and calls with M. Smith, AP run.
3/19/2020	CFC	0.4	Receive and review updated non-use agreement information, emails with M. Street regarding the same, email to ISCU regarding credit facility account set up details.
3/20/2020	CFC	1.9	Emails with J. Blais re: credit facility account, attend at ISCU branch to complete account activation process, call with ISCU technical support regarding on-line banking set up, call to M. Street (mssg left), AP run.
3/23/2020	CFC	0.8	Emails to S. Dvorak re: credit bid sale update and litigation matter update, emails with ISCU regarding credit facility not showing up on the on-line banking platform, cover letter to K. Witt enclosing range non-use agreement.

Disbursements:

<u>Disbursements Billed This Invoice:</u>	
Mileage - ISCU meeting re: loan docs.	\$10.62
Mileage - ISCU meeting re: loan account activation matters	\$10.62
Total Disbursements Billed This Invoice	\$21.24

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

INVOICE

Date: April 30, 2020

Invoice No.: SRL-20200430

Sather Ranch Ltd. – In Receivership
c/o C. Cheveldave & Associates Ltd.
Suite 600 – I, 235 – First Avenue
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of Sather Ranch Ltd. as outlined in the attached summary.

OUR FEE	\$5,625.00
GST #786841874 RT0001	\$281.25
DISBURSEMENTS	<u>\$0.00</u>
TOTAL	<u>\$5,906.25</u>

C. Cheveldave & Associates Ltd.
Invoice SRL-20200430
April 30, 2020

Time Summary:

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$250	22.5	\$5,625.00
Jim Gilchrist	\$250	<u>0</u>	<u>\$0.00</u>
TOTAL		22.5	\$5,625.00

Disbursements claimed on this invoice:

TOTAL **\$0.00**

Time Details:

Date	Staff	Time	Description
4/2/2020	CFC	0.4	Emails with ISCU and call to S. Andersen (mssg left) regarding borrowing documents.
4/6/2020	CFC	1.8	Emails with S. Andersen regarding tracking down ISCU documents, receive additional documents from ISCU and sign and return to S. Andersen, email to M. Weeres (MJB Law) concerning certified true copies of incorporation documents as requested by ISCU, compile SRD and bank reconciliations.
4/7/2020	CFC	0.7	Emails with S. Andersen and M. Weeres regarding certified true copy of incorporation documents re: ISCU funding, AP run.
4/8/2020	CFC	1.7	Prepare for conference call with S. Andersen, call with S. Andersen and go through various issues requiring follow up, emails with ISCU and prepare package for drop off, call from and discussion with M. Smith regarding document package.
4/9/2020	CFC	1.6	Review draft purchase agreement document provided by S. Dvorak, email to S. Andersen, confirm credit facility is in place with ISCU.
4/17/2020	CFC	1.4	Emails with S. Andersen, call from and brief discussion with J. Sather, emails with J. Sather.
4/20/2020	CFC	1.3	Emails with J. Sather re: appraisal and conference call for later this week, review updated drafts for Bill of Sale and purchase agreement documents, emails with S. Andersen and S. Dvorak, email to M. Brule and M. Street re: review of purchase agreement documents and request additional details.
4/21/2020	CFC	0.7	Emails with M. Brule and M. Street regarding purchase document mark-ups.
4/22/2020	CFC	1.4	Emails with M. Brule and M. Street regarding bill of sale edits and related matters, edit to bill of sale document and send to S. Dvorak.
4/23/2020	CFC	0.6	Call to S. Andersen to follow up on various matters (mssg left), emails with J. Sather, emails with S. Andersen.
4/24/2020	CFC	2.4	Emails with S. Andersen regarding transaction documentation, emails with S. Dvorak, email to M. Street and M. Brule regarding GST payment on upcoming sale transaction, review draft correspondence to C. Flannigan and provide comments, email to J. Sather regarding conference call for next Tuesday, receive funds for GST on sale, execute documents.
4/27/2020	CFC	2.6	Send out executed documents on equipment sale transaction, prepare for call with S. Andersen, attend call with S. Andersen and strategize for tomorrow's call, put together discussion points.

4/28/2020	CFC	4.2	Emails with S. Andersen regarding J. Sather deciding not to participate in conference call, email from J. Sather regarding not wanting to participate in the call and suggest that he does, return email to once again offer the opportunity to participate, emails with S. Andersen, emails with M. Street re: transfer papers, call with S. Andersen re: issues raised by C. Flannigan prior to call, attend conference call with J. Sather, S. Andersen and C. Flannigan and discuss concerns raised by J. Sather, debrief call with S. Andersen, call to G. Moroso regarding subordination of charges, update email to the secured lenders, email to S. Andersen.
4/29/2020	CFC	0.3	Emails with S. Andersen, Email to G. Moroso re: subordination of charges.
4/30/2020	CFC	1.4	Call from and discussion with G. Moroso regarding subordination of charges, receive and review draft NDA and provide comments to S. Andersen, email to S. Andersen re: discussion with G. Moroso on subordination of charges issue, receive and sign off on NDA from M. Brule and M. Street and provide copy of the January 2020 appraisal.

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

INVOICE

Date: May 31, 2020

Invoice No.: SRL-20200531

Sather Ranch Ltd. – In Receivership
c/o C. Cheveldave & Associates Ltd.
Suite 600 – I, 235 – First Avenue
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of Sather Ranch Ltd. as outlined in the attached summary.

OUR FEE	\$2,150.00
GST #786841874 RT0001	\$107.50
DISBURSEMENTS	<u>\$0.00</u>
TOTAL	<u>\$2,257.50</u>

C. Cheveldave & Associates Ltd.
Invoice SRL-20200531
May 31, 2020

Time Summary:

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$250	8.6	\$2,150.00
Jim Gilchrist	\$250	<u>0</u>	<u>\$0.00</u>
TOTAL		8.6	\$2,150.00

Disbursements claimed on this invoice:

TOTAL **\$0.00**

Time Details:

Date	Staff	Time	Description
5/1/2020	CFC	0.2	Emails with S. Andersen regarding NDA's.
5/4/2020	CFC	0.6	Review immediate cash flow requirements and determine amount to draw from credit facility.
5/5/2020	CFC	1.8	Compiling SRD report and review, email to ISCU regarding confirmation for interest charge treatment, review reconciliation reports and send 4/30/2020 SRD and related information to lenders, emails with HUB insurance regarding expiration of policy and renewal.
5/6/2020	CFC	1.3	Emails with S. Andersen regarding issues that J. Sather is having with the proposed form of NDA.
5/8/2020	CFC	0.2	Call to and emails with Scott Andersen re: follow up on whether J. Sather has provided any documentation on the 160 acre matter.
5/11/2020	CFC	0.5	A/P run, email to S. Andersen.
5/13/2020	CFC	0.9	Update and complete short term cash flow analysis and attend to funds transfer from ISCU credit line account to BMO trust account.
5/15/2020	CFC	0.4	Call and discussion with S. Andersen regarding review of 160 Acre litigation matter.
5/18/2020	CFC	0.6	A/P run.
5/21/2020	CFC	1.4	Finalize BIA (6 month) report and send in to the OSB, follow up email to S. Andersen re: progress on litigation review.
5/25/2020	CFC	0.4	Attend to funds transfer to ISCU credit line account re: April 2020 interest payment.
5/26/2002	CFC	0.2	Update email to M. Street and M. Brule.
5/29/2020	CFC	0.1	Email to S. Andersen.

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

INVOICE

Date: June 30, 2020

Invoice No.: SRL-20200630

Sather Ranch Ltd. – In Receivership
c/o C. Cheveldave & Associates Ltd.
Suite 600 – I, 235 – First Avenue
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of Sather Ranch Ltd. as outlined in the attached summary.

OUR FEE	\$4,825.00
GST #786841874 RT0001	\$ 241.25
DISBURSEMENTS	\$ <u>0.00</u>
TOTAL	<u>\$5,066.25</u>

C. Cheveldave & Associates Ltd.
Invoice SRL-20200630
June 30, 2020

Time Summary:

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$250	19.3	\$4,825.00
Jim Gilchrist	\$250	<u>0</u>	<u>\$ 0.00</u>
TOTAL		19.3	\$4,825.00

Disbursements claimed on this invoice:

TOTAL **\$0.00**

Time Details:

Date	Staff	Time	Description
6/4/2020	CFC	1.4	Compile month end reports, send SRD to M. Street and M. Brule.
6/10/2020	CFC	2.9	Receive and initial review of litigation analysis on the 160 acre litigation matter, email from and respond to email from J. Sather.
6/11/2020	CFC	1.6	Review of litigation analysis and formulate questions for discussion with S. Andersen.
6/12/2020	CFC	2.3	Attend conference call with S. Andersen and P. Kressock to go over litigation analysis, related questions and issues, discuss strategy for moving forward, review file to find requested documents and send to S. Andersen and P. Kressock.
6/15/2020	CFC	1	Email to S. Andersen regarding call arrangements for this Thursday, AP run.
6/16/2020	CFC	0.4	Review draft litigation budget for litigating the 160-acre matter, email to S. Andersen.
6/18/2020	CFC	1.8	Attend conference call with S. Andersen, P. Kressock, S. Dvorak, M. Brule and M. Street regarding analysis of the 160 acre litigation and related issues, subsequent call and discussion with S. Andersen regarding documents to append to listing agreement and other matters, review file.
6/22/2020	CFC	1.9	Email to lenders seeking consent to list the home ranch property with Ranches Only, emails with M. Brule regarding transfer of grazing license upon a sale, emails with T. Teropocki (Ranches Only), call and discussion with T. Teropockie, call to and email to R. Dinwoodie, call from and discussion with R. Dinwoodie, email to lender, make interest payment for May 2020 borrowing facility usage.
6/23/2020	CFC	2.9	Receive and review addendum language to MLS contract and the Schedule A document, receive and review Listing Agreement documentation provided by T. Teropocki, emails to S. Andersen regarding revision to Schedule A, emails with T. Teropocki regarding changes to MLS agreement, print, sign and return amended MLS document, Privacy & COVID documents and FINTRAC documents, email to M. Street and request assistance to finalize property disclosure documents.
6/24/2020	CFC	0.9	Emails with M. Street concerning property disclosure information, emails and call with T. Teropocki, finalize property disclosure documents and email to T. Teropocki, call and discussion with T. Teropocki.
6/26/2020	CFC	0.4	Clear up emails from the last couple of days, call to T. Teropocki (mssg left).
6/29/2020	CFC	1.8	Call from and discussion with T. Teropocki regarding the property listing, prospective purchasers and related matters, emails with T. Teropocki, email with G. Bordas re: draft affidavit for sale approval application, emails with S. Andersen regarding litigation budget.

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

INVOICE

Date: July 31, 2020

Invoice No.: SRL-20200731

Sather Ranch Ltd. – In Receivership
c/o C. Cheveldave & Associates Ltd.
Suite 600 – I, 235 – First Avenue
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of Sather Ranch Ltd. as outlined in the attached summary.

OUR FEE	\$11,493.00
GST #786841874 RT0001	\$ 574.65
DISBURSEMENTS	<u>\$ 23.23</u>
TOTAL	<u>\$12,090.88</u>

C. Cheveldave & Associates Ltd.
Invoice SRL-20200731
July 31, 2020

Time Summary:

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$250	44.1	\$11,025.00
Geri Bordas	\$120	3.9	468.00
TOTAL		48.0	\$11,493.00

Disbursements:

Travel/mileage	\$10.03
Courier	\$13.20
Total Disbursements Billed This Invoice	<u>\$23.23</u>

Time Details:

Date	Staff	Time	Description
2020-07-02	CFC	2.2	Emails with T. Terepocki, email from S. Dvorak re: proceeding with litigation and supporting application for increased borrowing, send email to prospective brokers to advise that the property has been listed and provide T. Terepocki's contact information, advise RDOS that he property has been listed, email to A. Reeder regarding property listing, emails with J. Sather re: property listing.
2020-07-02	GB	0.4	Receipt of email from C. Cheveldave re preparation of Affidavit template; prepare related materials.
2020-07-03	CFC	1.6	Numerous emails, texts and phone calls with T. Terepocki regarding prospective offer and discuss timing and process for court approval application, deposit structure that should be considered and other details, call and email with S. Andersen to confirm time frames for court approval for sale application given current COVID-19 protocols.
2020-07-04	CFC	0.9	Call from T. Teropocki regarding offer just received, review offer and email to M. Street and M. Brule regarding the offer and the details.
2020-07-05	CFC	1.8	Call and discussion of offer with M. Street and M. Brule and go over options, call and text to T. Teropocki re: interest in excluded items, preliminary mark ups to offer, numerous subsequent calls and emails with T. Terepocki and M. Street and M. Brule concerning offer details and ancillary matters.
2020-07-06	CFC	2.6	Emails with M. Brule and T. Teropocki regarding offer details, email to G. Bordas regarding month end reports and related matters, amend / draft counter offer on Brodersen initial offer and compile schedules, send updated draft counter offer to T. Terepocki for review.
2020-07-07	GB	2.7	Reconciliation of June bank statements and preparation of SRD to June 30, 2020; prepare Affidavit template re: sale of property.
2020-07-07	CFC	2.8	Emails with T. Teropocki, call with T. Teropocki regarding counter offer, calls and emails with T. Teropocki concerning RDOS's interest in the property, review month end reports compiled by G. Bordas, sign off on bank rec's, email to G. Bordas regarding SRD question, review draft sale approval affidavit, emails with S. Andersen regarding litigation matter, receive and review counter offer (Brodersen deal), call with T. Teropocki, emails to M. Brule and M. Street.
2020-07-08	CFC	2.6	Emails with M. Street and M. Brule regarding considerations for responding to the Brodersen counter offer, prepare response to counter offer and numerous calls and emails with T. Terepocki regarding details and additional amendment considerations, call from and discussion with S. Andersen regarding litigation approach details, call with M. Street to confirm time frame for removal of modular home from the property.

2020-07-09	CFC	0.6	Receive and review counter offer from Brodersen, call and discussion with T. Teropocki, sign off on counter offer and send to T. Teropocki, emails with M. Street concerning deal status.
2020-07-10	CFC	0.8	Email to S. Andersen regarding Brodersen deal details, compiling information for RDOS authorization request.
2020-07-13	CFC	1.9	Emails and call with T. Teropocki regarding initial deposit and RDOS form, email from J. Sather, review file for details / particulars and respond to J. Sather email, emails with S. Andersen regarding request from J. Sather for copy of sale agreement, email to M. Street, update task lists and date tracking for Brodersen deal.
2020-07-14	CFC	1.2	Email to R. Dinwoodie, call and discussion with G. Moroso regarding contact information for accounting firm and discussion regarding information needed from both receivership administrations to carry out year end and T2 filing work and scheduling of his discharge, email to A. Nendick (Omland Heal) regarding 2020 year end.
2020-07-15	CFC	1.8	Call and emails with T. Teropocki regarding subject removal for due diligence subject, sign and return subject removal document, emails with S. Andersen regarding sale matters, email to J. Sather, emails with M. Street regarding subject removal and other property sale matters, texts with T. Teropocki, emails with R. Dinwoodie.
2020-07-16	CFC	5.7	Call with R. Dinwoodie re: grazing license matters in light of upcoming property sale, call and discussion with secured lenders regarding sale application process, sale approval affidavit drafting and editing, send to G. Bordas to fix up formatting, compile file memo re: grazing license disposition matters, texts and calls with T. Teropocki regarding grazing license matters and related instructions, email to R. Dinwoodie, call and discussion with M. Street regarding grazing license matters and related points, emails re: GST return information, determine approach re: affiliated / associated land matter, emails with T. Teropocki and S. Andersen regarding letter from RDOS's counsel, call to S. Andersen (mssg left).
2020-07-17	GB	0.8	Edits to Affidavit re sale of property; email from C. Cheveldave re: GST returns required at year-end.
2020-07-17	CFC	1.8	Emails with T. Teropocki regarding associated lands attached to grazing license, call and discussion with S. Andersen regarding various matters including the sale transaction and related issues, edits to draft affidavit and send to S. Andersen for review, call and emails with T. Teropocki regarding court approval process and BC Supreme Court COVID-19 protocols.
2020-07-20	CFC	2.6	Emails with A. Reeder, draft letter to purchasers re: grazing license status, receive and review marketing summary report from T. Teropocki, email to T. Teropocki regarding changes for marketing report, emails with S. Andersen, update project task list.

2020-07-21	CFC	0.3	Emails and call with T. Teropocki regarding marketing report, review revised marketing report.
2020-07-23	CFC	0.3	Email to S. Andersen following up on various matters related to sale approval application.
2020-07-24	CFC	0.3	Call with T. Teropocki, emails with S. Andersen.
2020-07-27	CFC	2.8	Call from T. Teropocki re: status on court date, make interest payment for June, emails with S. Andersen regarding court date of Aug 13, texts with T. Teropocki, review draft application materials, compile edits, emails to S. Andersen re: same.
2020-07-28	CFC	3.3	Emails with S. Andersen regarding draft affidavit and application materials, finalize and print affidavit, make arrangements with H. Hicks for commissioning the affidavit, transfer funds from credit line account, attend to AP run.
2020-07-29	CFC	2.9	Attend at the offices of Fulton & Co. LLP and have affidavit sworn, emails with S. Andersen regarding bid package, scan and email sworn affidavit to S. Andersen, texts with T. Teropocki re: bid package, numerous emails with S. Andersen regarding materials and bid package matters.
2020-07-30	CFC	2.8	Emails with S. Andersen regarding sale application materials and bid package, receive entered materials and post to receiver's website, texts with T. Teropocki, calls with T. Teropocki, finalize letter re: status of grazing license, finalize bid package and send to T. Teropocki, call from Rob Dinwoodie and discussion on grazing license matters, email update to secured lenders.
2020-07-31	CFC	0.5	Emails with T. Teropocki regarding bid packages sent and grazing license letter, email to S. Andersen, calls with T. Teropocki regarding bid packages.

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

INVOICE

Date: August 31, 2020

Invoice No.: SRL-20200831

Sather Ranch Ltd. – In Receivership
c/o C. Cheveldave & Associates Ltd.
Suite 600 – I, 235 – First Avenue
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of Sather Ranch Ltd. as outlined in the attached summary.

OUR FEE	\$8,054.00
GST #786841874 RT0001	402.70
DISBURSEMENTS	<u>26.96</u>
TOTAL	<u>\$8,483.66</u>

C. Cheveldave & Associates Ltd.

Invoice SRL-20200831

August 31, 2020

Time Summary:

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$250	31.4	\$7,850.00
Geri Bordas	\$120	1.7	204.00
TOTAL		33.1	\$8,054.00

Disbursements:

Travel/Mileage	\$13.57
Courier	\$13.39

Total Disbursements Billed This Invoice	\$26.96
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C. Cheveldave & Associates Ltd.

Invoice SRL-20200831

August 31, 2020

Time Details:

Date	Staff	Time	Description
2020-08-05	GB	0.4	Emails with C. Cheveldave regarding month end reports.
2020-08-05	CFC	1.1	Calls with T. Teropocki and emails with T. Teropocki regarding purchasers wanting to attend court application, call and discussion with S. Andersen regarding same in light of current COVID protocols, emails with G. Bordas regarding month end reports.
2020-08-06	CFC	0.8	Review unfiled materials from S. Dvorak, email to S. Dvorak consenting to payout of mortgages on sale closing.
2020-08-10	GB	1.3	Receipt of email instructions from C. Cheveldave and preparation of monthly bank reconciliations, reports and update SRD to July 31, 2020.
2020-08-10	CFC	2.2	Emails with S. Dvorak, emails with S. Andersen and discuss court hearing protocols and related matters, receive and review expropriation notice, send a copy to S. Dvorak, call from and emails with T. Teropocki regarding details for attending court hearing, emails from and with S. Dvorak and S. Andersen regarding RDOS expropriation notice.
2020-08-11	CFC	1.5	Review month end reports and send to the lenders, numerous emails and calls with S. Andersen regarding approach for dealing with RDOS, review draft letter to RDOS.
2020-08-12	CFC	7.9	Attend conference call with S. Andersen and S. Dvorak, review correspondence provided by S. Andersen, arrange for supplemental affidavit commissioning, texts and call with T. Teropocki, emails from S. Dvorak regarding secured creditor's position, attend conference call with T. Teropocki and S. Andersen, attend conference call with T. Teropocki, S. Andersen and G. Szabo regarding expropriation matter and related details, emails with G. Szabo regarding the expropriation documents, review draft affidavit and edits to draft affidavit and send edits to S. Andersen, finalize affidavit, attend at Fulton & Company to sign affidavit, numerous calls and emails with S. Andersen, conference call with S. Andersen and S. Dvorak re: RDOS counsel's response, scan and email finalized affidavit to S. Andersen, draft cover letter, emails and texts with T. Teropocki, sign contract addendum and return to T. Teropocki.

C. Cheveldave & Associates Ltd.**Invoice SRL-20200831****August 31, 2020**

2020-08-13	CFC	1.4	Emails with S. Andersen, emails with T. Teropocki, courier affidavit to S. Andersen, call and discussion with S. Andersen regarding contractual obligations under an expropriation, emails with HUB Insurance regarding renewal.
2020-08-17	CFC	0.4	Emails with HUB insurance, emails re: documents being served re: expropriation.
2020-08-20	CFC	2.6	Emails with S. Andersen, attend to funds transfer for AP run, receive and review of draft agreement documents for RDOS expropriation, calls with T. Teropocki.
2020-08-21	CFC	1.8	AP run, update transaction ledger, emails with S. Dvorak regarding sale agreement matters, email to RDOS regarding interest in the modular home and tent structure.
2020-08-24	CFC	3.8	Emails and calls with S. Andersen, text with T. Teropocki, draft email to shareholders and send to S. Andersen for review and comment, email to T. Teropocki, emails with B. Newell (RDOS), numerous emails with S. Andersen regarding extension for court approval, call from and discussion with A. Reeder - RDOS, email to A. Reeder, call and email to M. Street, issue email to shareholders regarding real estate commission on expropriation transaction, follow up call to T. Teropocki (mssg left).
2020-08-25	CFC	1.2	Emails with secured lenders, text to RDOS regarding inspection, call to T. Teropocki re: addendum, emails with S. Andersen, sign and return addendum.
2020-08-26	CFC	1.8	Texts with T. Teropocki, email to S. Andersen, review draft agreement documents for the RDOS expropriation transaction, make edits to documents, return comments to S. Andersen and S. Dvorak, numerous emails with S. Andersen regarding RDOS agreement documents and related matters.
2020-08-27	CFC	2.1	Call from and discussion with T. Teropocki regarding amended language placed on the sale agreement addendum, review addendum document and send to S. Andersen for comment, call and discussion with S. Andersen regarding addendum language and strike outs, initial off on the document, calls and emails with T. Teropocki, calls and emails with S. Andersen regarding addendum.
2020-08-28	CFC	0.4	Emails with S. Andersen and T. Teropocki regarding contract addendum.

C. Cheveldave & Associates Ltd.

Invoice SRL-20200831

August 31, 2020

2020-08-31	CFC	2.4	Review mark ups / edits to sale agreement documents proposed by RDOS counsel, emails with S. Andersen, call and discussion with S. Andersen regarding proposed changes and related matters, email from Penticton Herald seeking comment on status of the property, respond citing confidentiality protocols, etc.
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C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

INVOICE

Date: September 30, 2020

Invoice No.: SRL-20200930

Sather Ranch Ltd. – In Receivership
c/o C. Cheveldave & Associates Ltd.
Suite 600 – I, 235 – First Avenue
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of Sather Ranch Ltd. as outlined in the attached summary.

OUR FEE	\$11,673.00
GST #786841874 RT0001	583.65
DISBURSEMENTS	<u>45.19</u>
TOTAL	<u>\$12,301.84</u>

C. Cheveldave & Associates Ltd.

Invoice SRL-20200930

September 30, 2020

Time Summary:

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$250	44.1	\$11,025.00
Geri Bordas	\$120	<u>5.4</u>	<u>\$648.00</u>
TOTAL		<u>49.5</u>	<u>\$11,673.00</u>

Disbursements:

Travel/mileage	\$18.29
Courier	<u>\$26.90</u>

Total Disbursements Billed This Invoice	<u>\$45.19</u>
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C. Cheveldave & Associates Ltd.

Invoice SRL-20200930

September 30, 2020

Time Details:

Date	Staff	Time	Description
2020-09-01	CFC	1.6	Emails with S. Andersen regarding draft materials status and that no responses were received from shareholders regarding commission being paid, review draft motion and draft court order and respond to S. Andersen, emails from G. Szabo and S. Andersen regarding deposit being held on Brodersen deal.
2020-09-01	GB	0.4	Receipt of email instructions from C. Cheveldave and attend to file matters.
2020-09-02	CFC	0.8	Emails with S. Andersen regarding RDOS agreement changes and related matters, receive, review and sign off on RDOS agreement and return to S. Andersen.
2020-09-03	CFC	2.4	Emails with S. Andersen regarding finalized agreement with RDOS, emails with Brodersen's regarding media enquiries, receive entered materials and posting of same to Receiver's website, update email to the secured lenders.
2020-09-04	CFC	1.4	Emails with S. Andersen re: closing process and related matters, call from and discussion with T. Teropocki.
2020-09-07	CFC	0.5	Attend to funds transfer from ISCU account, update project task list.
2020-09-08	CFC	2.8	Emails with G. Bordas regarding GST filing matters, email to G. Moroso regarding GST return filing for account RT0001, attend call with secured lenders regarding transaction closing and related matters, email to B. Newell - RDOS.
2020-09-08	GB	1.9	Receipt of email instructions from C. Cheveldave and prepare August 2020 monthly bank reconciliations and Statement of Receipts and Disbursements; prepare annual GST returns for review.
2020-09-09	CFC	2.6	Emails with S. Andersen regarding approval of sale transaction, emails to secured lenders, numerous email from G. Szabo, email to T. Teropocki, call and discussion with S. Andersen regarding court hearing details and discuss strategy for unsecured claims / litigation, call to Rob Dinwoodie (mssg left), post Court order to receiver's website.
2020-09-10	CFC	2.7	Call from T. Teropocki, email to G. Moroso regarding transaction ledger for his receivership administration of SRL, review and send month end report information to secured lenders, emails with S. Andersen regarding unsecured claim approach, email from Province of BC regarding referral for application for statutory right of way, forward email to B. Newell, receive and review

C. Cheveldave & Associates Ltd.**Invoice SRL-20200930****September 30, 2020**

			information provided by G. Moroso, instructions to G. Bordas to file GST returns, calls with T. Teropocki.
2020-09-11	CFC	0.9	AP run, emails with G. Bordas, email to M. Smith (ISCU) regarding sale of property and payout of Receiver's borrowing, brief update email to secured lenders.
2020-09-14	CFC	1.4	Emails with S. Andersen regarding closing date being moved up, sign off on CRA form RC145 (GST account closure) for RT0001 account, start reviewing Dvorak / Andersen emails.
2020-09-14	GB	0.6	Receipt of email instructions from C. Cheveldave and attend to filing GST returns for RT0001 account and RT0003 account, prepare request to close RT0001 account.
2020-09-15	CFC	4.2	Review documents provided by S. Dvorak, call to S. Andersen (mssg left), follow up call to R. Dinwoodie (mssg left), call from and discussion with S. Andersen, call from and discussion with R. Dinwoodie regarding grazing license, call to and mssg left with A. Reeder (RDOS), call from and discussion with A. Reeder concerning grazing license, emails with Rob Dinwoodie, emails with S. Andersen regarding closing documents to sign tomorrow, review documents, emails with H. Hicks regarding arrangements for commissioning documents, fill out documents and email so S. Andersen for preliminary review / confirmation, email to secured lenders re: grazing license matter.
2020-09-16	CFC	5.2	Attend the offices of Fulton LLP and have closing documents commissioned, courier documents to Lawson Lundell, review information from S. Dvorak regarding loan payout balances and related, call and discussion with S. Andersen, attend meeting with S. Andersen and S. Dvorak to go over closing document matters, 160 acre litigation matters and discussion about the unsecured claim process matters, call and discussion with S. Andersen, email to ISCU requesting payout statement, receive and review additional documentation for mortgage payout and previous attempted claim process from S. Dvorak, emails with S. Andersen, emails with S. Dvorak, emails with M. Street regarding property walk through with RDOS.
2020-09-17	CFC	2.6	Receive and review additional materials from S. Dvorak regarding payouts, numerous emails with S. Andersen, attend at courier, call and discussion with S. Andersen regarding materials and approach, follow up call to ISCU and request a payout statement.
2020-09-18	CFC	2.0	Emails with S. Andersen regarding direction to pay, review, sign and return direction to pay to S. Andersen, emails with S.

C. Cheveldave & Associates Ltd.**Invoice SRL-20200930****September 30, 2020**

			Andersen regarding claims process order application and 160 acre litigation.
2020-09-21	CFC	0.6	Emails re: 160 acre litigation.
2020-09-22	CFC	5.7	Update project task list, texts and call with G. Bordas, call to S. Andersen regarding 160 acre litigation matters, call and email to ISCU regarding payout of Receiver's borrowings, email to M. Street et al regarding appraisal on the 160 acre property, AP run, email to BMO regarding short term savings information, gather property information on the 160 acres and call to L. Hoffman, email to L. Hoffman regarding appraisal quote, emails with ISCU confirming loan payout amounts and process, issue payment and attend at ISCU to pay out Receiver's borrowing, review draft claims process order and compile edits / questions and send to S. Andersen.
2020-09-22	GB	0.2	Telephone call and email from C. Cheveldave re BMO and investing surplus estate funds.
2020-09-23	CFC	2.2	Review revisions to the draft claims process order and emails with S. Andersen regarding same, emails with BMO regarding short term investments for surplus estate funds, instructions to G. Bordas to prepare reconciliation schedule for sale proceeds, compile information on possible arms-length unsecured creditor claims.
2020-09-24	CFC	1.2	Cash flow analysis to determine available balance and breakdown for short term investment options, review reconciliation of sale proceeds, emails with G. Bordas, consider G. Moroso discharge matter and timing, email to S. Andersen re: discharge.
2020-09-24	GB	1.3	Receipt of email instructions from C. Cheveldave and prepare reconciliation of sales proceeds; make note re claiming GST on real estate commission; email to BMO re short term investments.
2020-09-25	CFC	1	Emails with S. Andersen, email to G. Moroso regarding discharge, email to G. Bordas re: available funds for short term investment availability, call with G. Bordas and go over BMO information.
2020-09-25	GB	0.8	Email exchange with BMO re investment options for surplus funds; forward information to C. Cheveldave for review and telephone call to discuss same; email to BMO requesting documentation for 30 day redeemable investment.
2020-09-28	CFC	1.2	Receive and very brief review of Notice of Abandonment document from RDOS, receive and review engagement letter from Omland Heal, sign and return letter along with copies of transaction ledgers and other pertinent documents for both

C. Cheveldave & Associates Ltd.

Invoice SRL-20200930

September 30, 2020

			receiverships, emails with L. Hoffmann regarding details for appraisal quote, email to M. Street regarding grazing property information.
2020-09-28	GB	0.1	Email follow up to BMO regarding investment.
2020-09-29	CFC	0.2	Emails with L. Hoffman re: appraisal quote.
2020-09-29	GB	0.1	Telephone call to BMO and leave message.
2020-09-30	CFC	0.9	Dealing with ISCU regarding trust account matters.

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

INVOICE

Date: October 31, 2020

Invoice No.: SRL-20201031

Sather Ranch Ltd. – In Receivership
c/o C. Cheveldave & Associates Ltd.
Suite 600 – I, 235 – First Avenue
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of Sather Ranch Ltd. as outlined in the attached summary.

OUR FEE	\$6,784.50
GST #786841874 RT0001	339.23
DISBURSEMENTS	<u>0.00</u>
TOTAL	<u>\$7,123.73</u>

C. Cheveldave & Associates Ltd.

Invoice SRL-20201031

October 31, 2020

Time Summary:

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$275	23.1	\$6,352.50
Geri Bordas	\$120	<u>3.6</u>	\$ 432.00
TOTAL		<u>26.7</u>	<u>\$6,784.50</u>

C. Cheveldave & Associates Ltd.

Invoice SRL-20201031

October 31, 2020

Time Details:

Date	Staff	Time	Description
2020-10-01	GB	1.1	Receipt of email instructions from C. Cheveldave and attend to file matters; follow up telephone call to BMO and leave another message.
2020-10-01	CFC	1.5	Emails with L. Hoffmann, call from and discussion with A. Reeder (RDOS) regarding site clean up progress and modular home purchase, emails with A. Reeder, confirm agreement terms with A. Reeder, emails with S. Andersen, emails re: GIC matters.
2020-10-02	GB	0.1	Attend to file matters.
2020-10-02	CFC	0.6	AP run, email to HUB re: property sale.
2020-10-04	CFC	0.3	Review claims process correspondence from S. Andersen.
2020-10-05	CFC	0.8	Emails with S. Andersen re: shareholder structure and ISCU payout amount and date, email to G. Bordas re: BMO bank statement to September 30, 2020, review file, email to M. Street, emails with L. Hoffmann regarding questions for appraising the 160 acre parcel.
2020-10-06	CFC	2.3	Emails with L. Hoffmann, search file and provide requested information for appraisal purposes, emails with BMO regarding GIC purchase, emails with M. Street re: GST refund cheque routing, call from and discussion with L. Hoffmann regarding appraisal matters, emails with S. Andersen regarding the timing of Moroso discharge application and review of draft motion regarding claims process matter and related emails and matters.
2020-10-07	CFC	0.6	Emails with L. Hoffmann responding to information requests regarding 160 acre appraisal, emails with S. Andersen regarding draft materials.
2020-10-09	GB	0.9	Prepare BMO bank reconciliation for September 2020 and update Statement of Receipts and Disbursements to September 30, 2020.
2020-10-09	CFC	0.8	A/P run, emails with S. Andersen regarding claim process materials.
2020-10-13	CFC	1.7	Call from and return call to L. Hoffmann, receive and brief review of Moroso discharge materials, emails with S. Andersen regarding discrepancy in Moroso discharge materials, receive / deposit GST refund chq.
2020-10-14	CFC	0.4	Emails with S. Andersen.

C. Cheveldave & Associates Ltd.**Invoice SRL-20201031****October 31, 2020**

2020-10-15	GB	0.3	Telephone call with C. Cheveldave re banking matters and email to ISCU requesting bank statements.
2020-10-15	CFC	0.3	Call with G. Bordas regarding SRD presentation matters and follow up to ISCU re account closures, edit to SRD.
2020-10-19	CFC	1.5	Emails with S. Andersen, review updated Notice of Application and provide comments, emails with M. Street regarding property clean up status, receiver and very cursory review of draft appraisal report on the 160 acre parcel.
2020-10-20	CFC	1.6	Emails with S. Andersen, review draft appraisal and provide comments to L. Hoffmann, call and discussion with L. Hoffmann regarding draft appraisal report details.
2020-10-21	GB	0.2	Email exchange with C. Cheveldave and telephone call to ISCU requesting bank statement.
2020-10-21	CFC	2.7	Call with S. Andersen re: draft appraisal report and related matters, emails with L. Hoffmann, call to T. Teropocki (mssg left), review and approve 9/30/20 BMO bank rec, follow up with G. Bordas re: closure of ISCU trust account, emails from L. Hoffmann re: updated draft appraisal report and ancillary information regarding right of way matters, update to S. Andersen.
2020-10-22	GB	0.6	Follow-up with ISCU re September 30, 2020 bank statement and receipt of same; reconcile bank statement; update SRD and email to C. Cheveldave advising of same.
2020-10-22	CFC	1.3	Receive entered copies of Notice of Application and C. Curran affidavit #3, post documents to Receiver's website, emails with G. Bordas, review documents.
2020-10-23	GB	0.1	Email from C. Cheveldave re remaining ISCU funds.
2020-10-23	CFC	1.4	Emails with S. Andersen regarding 160 acre litigation, emails with L. Hoffmann, follow up call to T. Teropocki, call and discussion with S. Andersen, review and approve ISCU bank reconciliation for September 2020, follow up email to M. Street re: progress on property clean up, review letter from C. Flannigan.
2020-10-26	CFC	1.4	Call and discussion with T. Teropocki, emails with T. Teropocki, follow up email to RDOS re: property clean up status, emails with Andrew Reeder, emails with S. Andersen regarding holdback, review draft language for updated order re: Moroso discharge.
2020-10-26	GB	0.1	Email to ISCU re status of remaining funds and closing account.

C. Cheveldave & Associates Ltd.**Invoice SRL-20201031****October 31, 2020**

2020-10-27	GB	0.2	Receipt of email from ISCU and advise C. Cheveldave of status, email from C. Cheveldave re holdback funds.
2020-10-27	CFC	0.2	Emails with G. Bordas re: ISCU confirming account has been closed and residual funds have been mailed, emails with S. Andersen regarding holdback funds received.
2020-10-28	CFC	0.6	Emails with S. Andersen regarding court hearing and questions being raised.
2020-10-29	CFC	1.8	Review amended court order, call and discussion with S. Andersen regarding amended court order and related matters concerning the court application, review draft confidentiality agreement, emails with S. Andersen and consider points raised re: 160 Acre litigation.
2020-10-30	CFC	1.3	Emails with L. Hoffmann, call and discussion with L. Hoffmann, call and discussion with S. Andersen regarding today's hearing and strategy.

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

INVOICE

Date: November 30, 2020

Invoice No.: SRL-20201130

Sather Ranch Ltd. – In Receivership
c/o C. Cheveldave & Associates Ltd.
Suite 600 – I, 235 – First Avenue
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of Sather Ranch Ltd. as outlined in the attached summary.

OUR FEE	\$6,298.50
GST #786841874 RT0001	314.93
DISBURSEMENTS	<u>0.00</u>
TOTAL	<u>\$6,613.43</u>

C. Cheveldave & Associates Ltd.

Invoice SRL-20201130

November 30, 2020

Time Summary:

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$275	21.9	\$6,022.50
Geri Bordas	\$120	<u>2.3</u>	<u>\$276.00</u>
TOTAL		<u>24.2</u>	<u>\$6,298.50</u>

C. Cheveldave & Associates Ltd.

Invoice SRL-20201130

November 30, 2020

Time Details:

Date	Staff	Time	Description
2020-11-02	GB	0.4	Attend to file matters.
2020-11-03	CFC	1.4	AP run, emails re: ISCU correspondence, emails to L. Hoffmann.
2020-11-04	CFC	3.7	Retrieve residual funds from closure of ISCU trust account and deposit funds to BMO trust account, email to G. Bordas, email to L. Hoffmann, receive and review draft FY2020 year end financial statements from Omland Heal, review file for secured debt balances and related information, compile information and respond to questions raised by Omland Heal, emails with S. Andersen regarding claims process matter and 160-acre litigation matter.
2020-11-05	GB	0.9	Receipt of various email correspondence; attend to file matters.
2020-11-05	CFC	0.8	Emails with G. Bordas, send updated loan balance information to Omland Heal, emails with S. Andersen, sign and return confidentiality agreement.
2020-11-06	CFC	2.6	Review litigation-related documents from S. Andersen, attend conference call with S. Andersen and S. Dvorak regarding claims process application matters, 160 acre litigation matters and Alberta action, call and discussion with S. Andersen regarding strategy, emails with Omland Heal regarding financial statements.
2020-11-07	CFC	2.7	Review file, locate email with easement process details and send to S. Andersen, numerous emails with A. Nendick regarding draft financial statements and T2 return, email to L. Hoffmann regarding instructions for appraisal completion, review materials regarding Alberta action, analysis of next steps.
2020-11-09	CFC	1.4	Provide draft financial statements to shareholders and request comments, emails with M. Street regarding questions on draft financials, emails with A. Nendick and provide responses to M. Street, emails with S. Andersen re: claims process matter, review and sign off on 10/31/20 bank rec.
2020-11-10	CFC	1.8	Receive and review J. Sather letter received from T. Teropocki regarding accusations being made concerning real estate commission on the sale of the home ranch property, emails with S. Andersen concerning letter, call and discussion with S. Andersen regarding J. Sather letter and the draft response, also discussion of materials filed in the Moroso taxation opposition, review updated draft and issue instructions to send.

C. Cheveldave & Associates Ltd.**Invoice SRL-20201130****November 30, 2020**

2020-11-12	CFC	1.0	Call to and discussion with A. Nendick (Omland Heal) regarding finalizing financial statements, T2 and related matters, send additional documents to A. Nendick, sign off on T2 and return documents to A. Nendick.
2020-11-13	CFC	2.0	Emails with A. Nendick regarding finalized financial statement and T2 package, review letter from C. Flannigan, emails with S. Andersen regarding instructions to obtain copy of retraction of letter, AP run, emails with S. Andersen concerning positions being taken on the draft claims process order.
2020-11-16	CFC	0.6	Review draft letter to the court from S. Andersen concerning moving the claims process order application order forward, email to G. Bordas regarding preparing Receiver's BIA interim report.
2020-11-17	GB	0.2	Follow-up email to ISCU for NIL bank statement; email from C. Cheveldave re BIA reporting.
2020-11-17	CFC	0.8	Cheque run, emails with S. Andersen regarding update on court application delays for claims process matter, review correspondence.
2020-11-18	GB	0.6	Draft Receiver's BIA interim report, make edits & finalize.
2020-11-18	CFC	0.6	Emails with G. Bordas regarding BIA interim report, review draft report and send edits to G. Bordas.
2020-11-20	CFC	0.7	Finalize and issue BIA s.246 interim report to the OSB, provide copies of report to SRL shareholders, call from and discussion with BMO regarding GIC investment roll over.
2020-11-21	GB	0.2	Attend to file matters.
2020-11-22	CFC	0.2	Review and sign off on ISCU bank reconciliation.
2020-11-23	CFC	1.1	Emails with S. Andersen regarding Joe Sather retraction, emails from L. Hoffmann regarding appraisal on the 160 acres, brief review of appraisal document and send to S. Andersen, review and sign BMO documents re: GIC rollover.
2020-11-27	CFC	0.5	AP run.

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

INVOICE

Date: December 31, 2020

Invoice No.: SRL-20201231

Sather Ranch Ltd. – In Receivership
c/o C. Cheveldave & Associates Ltd.
Suite 600 – I, 235 – First Avenue
Kamloops, BC V2C 3J4

For professional services rendered regarding the receivership of Sather Ranch Ltd. as outlined in the attached summary.

OUR FEE	\$2,966.00
GST #786841874 RT0001	148.30
DISBURSEMENTS	<u>0.00</u>
TOTAL	<u>\$3,114.30</u>

C. Cheveldave & Associates Ltd.

Invoice SRL-20201231

December 31, 2020

Time Summary:

Staff	Rate	Hours Claimed	Total
Cecil Cheveldave	\$275	10.0	\$2,750.00
Geri Bordas	\$120	<u>1.8</u>	<u>\$216.00</u>
TOTAL		<u>11.8</u>	<u>\$2,966.00</u>

C. Cheveldave & Associates Ltd.

Invoice SRL-20201231

December 31, 2020

Time Details:

Date	Staff	Time	Description
2020-12-02	GB	0.6	Receipt of email from C. Cheveldave and attend to file matters.
2020-12-04	CFC	1.2	Emails with A. Reeder (RDOS) regarding interest in grazing license, AP run, emails with S. Andersen regarding today's court hearing regarding claims process application.
2020-12-07	GB	0.7	Receipt of email from C. Cheveldave, complete bank reconciliation and draft SRD to November 30, 2020.
2020-12-07	CFC	0.6	Review and approve bank rec, review SRD and send to the shareholders.
2020-12-08	CFC	0.8	Review draft correspondence, emails with S. Andersen, email to M. Street regarding costs for property clean up.
2020-12-09	CFC	1.4	Emails with S. Andersen, review application response, review revised draft claims process order, confirm instructions to S. Andersen concerning requesting information relating to Alberta oppression action.
2020-12-10	CFC	0.9	Emails with S. Andersen regarding position being taken by J. Sather on claims process order and related matters, emails with M. Street regarding grazing license invoice.
2020-12-11	CFC	0.3	AP run.
2020-12-14	CFC	1.0	Review draft letter and provide comments to S. Andersen, emails with S. Andersen.
2020-12-15	CFC	1.4	Follow up email to A. Reeder (RDOS) concerning grazing license, emails / call with M. Street, emails with R. Dinwoodie regarding relinquishment of grazing license.
2020-12-17	GB	0.2	Telephone call with C. Cheveldave regarding file matters.
2020-12-21	CFC	1.1	Follow up emails with S. Andersen regarding court date for claims process hearing, emails with M. Street and S. Andersen regarding information received regarding potential unsecured claim.
2020-12-22	CFC	0.9	Emails with A. Nendick regarding projected income tax calculation on capital gain on the sale of the 80 acre property, emails from S. Andersen regarding response filed by C. Flannigan regarding draft claims order matter.
2020-12-23	CFC	0.4	Emails with S. Andersen.
2020-12-29	GB	0.3	Attend to file matters.

This is **Exhibit "C"** referred to in the Affidavit
of Cecil Cheveldave made before me on February
17, 2021



A Commissioner for taking Affidavits for
British Columbia

Exhibit C

**IN THE MATTER OF THE RECEIVERSHIP OF
SATHER RANCH LTD.**

**SUMMARY OF LEGAL FEES
NOVEMBER 2019 TO DECEMBER 2020**

Invoice #	Period	Legal Fees	Disbursements	PST	GST	PAID
671505	12/9/2019	\$ 1,705.50	\$ 10.00	\$ 119.39	\$ 85.28	\$ 1,920.17
672927	12/31/2019	\$ 3,075.00	\$ 132.06	\$ 215.25	\$ 159.57	\$ 3,581.88
676245	01/31/2020	\$ 2,437.50	\$ 8.10	\$ 170.63	\$ 122.29	\$ 2,738.52
679059	02/29/2020	\$ 1,425.00	\$ -	\$ 99.75	\$ 71.25	\$ 1,596.00
681124	04/03/2020	\$ 675.00	\$ -	\$ 47.25	\$ 33.75	\$ 756.00
684046	05/06/2020	\$ 4,792.50	\$ 4.50	\$ 335.48	\$ 239.86	\$ 5,372.34
686058	06/03/2020	\$ 1,356.00	\$ -	\$ 94.92	\$ 67.80	\$ 1,518.72
689556	07/27/2020	\$ 8,377.50	\$ 6.30	\$ 586.43	\$ 419.20	\$ 9,389.43
691342	08/07/2020	\$ 4,035.00	\$ 155.93	\$ 282.45	\$ 205.55	\$ 4,678.93
694140	09/09/2020	\$ 10,278.50	\$ 409.26	\$ 719.50	\$ 529.60	\$ 11,936.86
695848	10/07/2020	\$ 13,354.00	\$ 110.75	\$ 934.78	\$ 671.98	\$ 15,071.51
698528	11/04/2020	\$ 9,150.00	\$ 264.50	\$ 640.50	\$ 466.73	\$ 10,521.73
700767	12/02/2020	\$ 6,225.00	\$ 87.70	\$ 435.75	\$ 315.64	\$ 7,064.09
TOTAL PAID		\$ 66,886.50	\$ 1,189.10	\$ 4,682.08	\$ 3,388.50	\$ 76,146.18

703441	12/31/2020 *	\$ 4,890.00	\$ 349.76	\$ 342.30	\$ 260.27	\$ 5,842.33
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Reported on SRD for 2019/2020:

Legal fees paid:	\$ 72,757.68	Includes Disbursements and PST. Amount reflected on Interim SRD.
GST	\$ 3,388.50	GST
Total	<u>\$ 76,146.18</u>	

*** December 31, 2020 Invoice Paid on January 8, 2021**

\$ 5,582.06	Includes Disbursements and PST.
\$ 260.27	GST
<u>\$ 5,842.33</u>	



Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I, 235 – 1ST AVENUE
KAMLOOPS, BC V2C 3J4

Invoice Date: 12/9/2019
Invoice No.: 671505
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including November 30, 2019, as per attached detail.

Total Professional Fees	\$	1,705.50
Total Exempt Disbursements and Other Charges	\$	10.00
Total GST	\$	85.28
Total PST	\$	119.39
Current Invoice Due	\$	<u>1,920.17</u>

This is our account.

Lawson Lundell LLP

Per: 

Scott Andersen

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PAYMENT IS DUE UPON RECEIPT OF INVOICE
INTEREST ON OVERDUE ACCOUNTS WILL BE CHARGED 12% PER ANNUM
GST #R115124141



C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I, 235 – 1ST AVENUE
KAMLOOPS, BC V2C 3J4

Invoice Date: 12/9/2019
Invoice No.: 671505
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including November 30, 2019, as follows:

Date	Timekeeper	Description	Hours	Amount
11/20/19	SRA	Correspond by e-mail with C. Cheveldave regarding application; review proposed form of order; correspond by e-mail with C. Cheveldave regarding same;	0.70	262.50
11/21/19	SRA	Voicemail from and telephone call to S. Dvorak; correspond by e-mail with C. Cheveldave regarding same;	0.60	225.00
11/22/19	SRA	Review correspondence received regarding entered receivership order; review form of management agreement; correspond by e-mail with C. Cheveldave regarding same; review First Three Receiver's Report in preparation for meeting with C. Cheveldave to discuss issues to be addressed; correspond by e-mail with C. Cheveldave regarding same;	1.50	562.50
11/25/19	SRA	Correspond by e-mail with C. Cheveldave regarding additional information and documents; telephone call with C. Cheveldave to review various issues and tasks;	1.20	450.00
11/26/19	SRA	Instruct assistant regarding various searches to be conducted; correspond by e-mail with C. Cheveldave regarding environmental concerns;	0.10	37.50
11/26/19	CPW	Obtain due diligence;	0.10	18.00
11/27/19	SRA	Review email from C. Cheveldave; review lease; correspond by e-mail with C. Cheveldave regarding same; review second lease agreement; correspond by e-mail with C. Cheveldave regarding same; review follow up letter regarding water pollution issue;	0.30	112.50
11/28/19	SRA	Correspond by e-mail with C. Cheveldave regarding occupation licenses/lease in favour of Street;	0.10	37.50
			4.60	1,705.50

Fee Summary

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GST #R115124141



Timekeeper	Initials	Hours	hrs at	Rate	/hr	Total
SCOTT ANDERSEN	SRA	4.50	hrs at	375.00	/hr	1,687.50
CARA WENGER	CPW	0.10	hrs at	180.00	/hr	18.00
Total Professional Fees					\$	1,705.50

Non-Taxable Disbursements

Alberta Online Services	\$	10.00
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Fees	\$	1,705.50
Disbursements and Other Charges	\$	10.00
Total GST	\$	85.28
Total PST	\$	119.39

CURRENT INVOICE DUE	\$	<u>1,920.17</u>
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 GST #R115124141



Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I, 235 – 1ST AVENUE
KAMLOOPS, BC V2C 3J4

Invoice Date: 12/9/2019
Invoice No.: 671505
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

For Professional Services Rendered Through November 30, 2019.

File No.: 036622-148976

Matter Reference: SATHER RANCH LTD

Contact: Scott Andersen

Invoice: 671505

Total Professional Fees	\$ 1,705.50
Total Exempt Disbursements and Other Charges	\$ 10.00
Total GST	\$ 85.28
Total PST	\$ 119.39
Total Amount Due	\$ <u>1,920.17</u>

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Suite 1600 Cathedral Place
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Canada V6C 3L2

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I, 235 – 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 12/31/2019
Invoice No.: 672927
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD


To professional services rendered up to and including December 31, 2019, as per attached detail.

Total Professional Fees	\$	3,075.00
Total Taxable Disbursements and Other Charges	\$	116.33
Total Exempt Disbursements and Other Charges	\$	15.73
Total GST	\$	159.57
Total PST	\$	215.25

Current Invoice Due **\$ 3,581.88**

This is our account.

Lawson Lundell LLP

Per: 
Scott Andersen

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GST #R115124141



C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I, 235 – 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 12/31/2019
Invoice No.: 672927
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including December 31, 2019, as follows:

Date	Timekeeper	Description	Hours	Amount
12/2/19	SRA	Correspond by e-mail with C. Cheveldave regarding notice and advertisement of appointment;	0.10	37.50
12/3/19	SRA	Review lengthy emails from S. Dvorak with background facts; correspond further with S. Dvorak regarding scheduling meeting;	0.50	187.50
12/4/19	SRA	Correspond by e-mail with C. Cheveldave regarding meeting;	0.20	75.00
12/5/19	SRA	Review demand for notice received from Mr. Flannigan;	0.10	37.50
12/16/19	SRA	Review e-mail from C. Cheveldave to Colin Flannigan regarding accepted offers and expected realization; meeting with C. Cheveldave; instruct assistant regarding title search;	2.40	900.00
12/17/19	SRA	Meeting with C. Cheveldave, Steve Dvorak, M. Street and M. Brule; separate and subsequent meeting only with C. Cheveldave; voicemail from C. Flannigan;	3.60	1,350.00
12/18/19	SRA	Correspond by e-mail and phone with C. Cheveldave; correspond by e-mail with C. Flannigan; letter to Peter Linder and Emmett Scrimshaw (copied to C. Flannigan);	1.00	375.00
12/19/19	SRA	Review letter from C. Flannigan regarding pending sale; review and comment on draft response prepared by C. Cheveldave;	0.30	112.50
			8.20	3,075.00

Fee Summary

Timekeeper	Initials	Hours	hrs at	Rate	/hr	Total
SCOTT ANDERSEN	SRA	8.20	hrs at	375.00	/hr	3,075.00
Total Professional Fees					\$	3,075.00

Taxable Other Charges

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GST #R115124141



Photocopies	\$	27.30
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Non-Taxable Disbursements

LTSA SERVICES (GST exempt)	\$	15.73
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Taxable Disbursements

BC Online	\$	7.00
BC Online Service Charge	\$	1.50
LTSA Service Charge	\$	12.00
LTSA Services	\$	68.53

Fees	\$	3,075.00
Disbursements and Other Charges	\$	132.06
Total GST	\$	159.57
Total PST	\$	215.25

CURRENT INVOICE DUE	\$	<u>3,581.88</u>
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Outstanding Prior Balance

Invoice No. 671505	12/09/19	\$	1,920.17
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 GST #R115124141



Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I, 235 – 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 12/31/2019
Invoice No.: 672927
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

For Professional Services Rendered Through December 31, 2019.

File No.: 036622-148976

Matter Reference: SATHER RANCH LTD

Contact: Scott Andersen

Invoice: 672927

Total Professional Fees	\$	3,075.00
Total Taxable Disbursements and Other Charges	\$	116.33
Total Exempt Disbursements and Other Charges	\$	15.73
Total GST	\$	159.57
Total PST	\$	215.25
Total Amount Due	\$	<u>3,581.88</u>

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C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 2/12/2020
Invoice No.: 676245
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including January 31, 2020, as per attached detail.

Total Professional Fees	\$	2,437.50
Total Taxable Disbursements and Other Charges	\$	8.10
Total GST	\$	122.29
Total PST	\$	170.63

Current Invoice Due \$ 2,738.52

This is our account.

Lawson Lundell LLP

Per: SKA.
Scott Andersen

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PAYMENT IS DUE UPON RECEIPT OF INVOICE
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GST #R115124141



C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 2/12/2020
Invoice No.: 676245
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including January 31, 2020, as follows:

Date	Timekeeper	Description	Hours	Amount
1/6/20	SRA	Review Castanet article on potential acquisition of landfill property; correspond by e-mail with C. Cheveldave regarding same; correspond by e-mail with C. Cheveldave regarding real estate listing contract; review exchange of emails between C. Cheveldave and G. Szabo; correspond by e-mail with each of them regarding same;	0.40	150.00
1/7/20	SRA	Correspond by e-mail and phone with C. Cheveldave regarding listing and discussions with RDOS;	0.60	225.00
1/8/20	SRA	Telephone call from C. Cheveldave regarding interim distribution and potential rezoning condition of any potential RDOS sale; review email from C. Cheveldave to secured creditor regarding interim distribution; review letter from C. Flannigan; correspond by e-mail with C. Cheveldave regarding same; instruct assistant regarding preparing letter to C. Flannigan;	0.60	225.00
1/9/20	SRA	Correspond by e-mail with C. Cheveldave regarding interim distribution requested by secured creditor;	0.10	37.50
1/13/20	SRA	Review email from C. Cheveldave regarding security; revise letter to D. Flannigan regarding same;	0.10	37.50
1/14/20	SRA	Review memo and documents sent by C. Cheveldave; telephone call with C. Cheveldave regarding RDOS and proposed sale process;	0.70	262.50
1/15/20	SRA	Correspond by e-mail with C. Flannigan regarding defence and meeting; correspond by e-mail with P. Linder and E. Scrimshaw regarding December 18th letter; draft letter to C. Flannigan; correspond by e-mail with C. Cheveldave regarding same; finalize and send letter to C. Flannigan;	0.80	300.00

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MENT IS DUE UPON RECEIPT OF INVOICE
EST ON OVERDUE ACCOUNTS WILL BE CHARGED 12% PER ANNUM
T #R115124141



Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 2/12/2020
Invoice No.: 676245
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

For Professional Services Rendered Through January 31, 2020.

File No.: 036622-148976

Matter Reference: SATHER RANCH LTD

Contact: Scott Andersen

Invoice: 676245

Total Professional Fees	\$ 2,437.50
Total Taxable Disbursements and Other Charges	\$ 8.10
Total GST	\$ 122.29
Total PST	\$ 170.63
Total Amount Due	\$ <u>2,738.52</u>

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Vancouver, BC
Canada V6C 3L2

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4
EMAIL: CTCHEVELDAVE@TELUS.NET

Invoice Date: 3/9/2020
Invoice No.: 679059
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE


File Description: SATHER RANCH LTD

To professional services rendered up to and including February 29, 2020, as per attached detail.

Total Professional Fees	\$	1,425.00
Total GST	\$	71.25
Total PST	\$	99.75
Current Invoice Due	\$	<u>1,596.00</u>

This is our account.

Lawson Lundell LLP

Per: 
Scott Andersen

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GST #R115124141



C. CHEVELDAVE & ASSOCIATES LTD.
 SUITE 600-I
 235 - 1ST AVENUE
 KAMLOOPS, BC
 V2C 3J4
 EMAIL: CTCHEVELDAVE@TELUS.NET

Invoice Date: 3/9/2020
 Invoice No.: 679059
 File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including February 29, 2020, as follows:

Date	Timekeeper	Description	Hours	Amount
2/3/20	SRA	Briefly review appraisal forwarded by C. Cheveldave; voicemail to R. Thompson regarding offer from RDOS;	0.60	225.00
2/4/20	SRA	Voicemail from and to R. Thompson; telephone call with R. Thompson; telephone call with C. Cheveldave; conference call with S. Dvoark, M. Street, M. Brule, and C. Cheveldave regarding various issues; correspond by e-mail with C. Cheveldave regarding bill of sale and 160 acre litigation;	1.90	712.50
2/5/20	SRA	Correspond by e-mail with C. Flannigan regarding deadline to file a defence;	0.20	75.00
2/6/20	SRA	Review email from C. Cheveldave summarizing his call with A. Reeder from RDOS;	0.10	37.50
2/7/20	SRA	Review letter of intent received from RDOS; correspond by e-mail with C. Cheveldave regarding same; review agent authorization form re ALC; correspond by e-mail with C. Cheveldave regarding same;	0.20	75.00
2/10/20	SRA	Review correspondence from S. Dvorak and from C. Cheveldave;	0.10	37.50
2/12/20	SRA	Briefly review letter from C. Flannigan and Statement of Defence;	0.10	37.50
2/18/20	SRA	Voicemail from C. Cheveldave regarding filing of defence; correspond by e-mail with C. Cheveldave regarding same;	0.20	75.00
2/21/20	SRA	Review email from S. Dvorak; review and reply to email from C. Cheveldave regarding receivership borrowing question;	0.20	75.00
2/24/20	SRA	Correspond by e-mail with C. Cheveldave;	0.10	37.50
2/26/20	SRA	Correspondence by email with C. Cheveldave and Jack Morrison; voicemail from Jack Morrison (Interior Savings);	0.10	37.50

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Date	Timekeeper	Description	Hours	Amount
			3.80	1,425.00

Fee Summary

Timekeeper	Initials	Hours	hrs at	Rate	/hr	Total
SCOTT ANDERSEN	SRA	3.80	hrs at	375.00	/hr	1,425.00
Total Professional Fees					\$	1,425.00

Fees	\$	1,425.00
Total GST	\$	71.25
Total PST	\$	99.75

CURRENT INVOICE DUE	\$	<u>1,596.00</u>
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C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4
EMAIL: CTCHEVELDAVE@TELUS.NET

Invoice Date: 3/9/2020
Invoice No.: 679059
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

For Professional Services Rendered Through February 29, 2020.

File No.: 036622-148976

Matter Reference: SATHER RANCH LTD

Contact: Scott Andersen

Invoice: 679059

Total Professional Fees	\$	1,425.00
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Total GST	\$	71.25
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Total PST	\$	99.75
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Total Amount Due	\$	<u>1,596.00</u>
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EMAIL: CTCHEVELDAVE@TELUS.NET

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 4/3/2020
Invoice No.: 681124
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including April 3, 2020, as per attached detail.

Total Professional Fees	\$	675.00
Total GST	\$	33.75
Total PST	\$	47.25
Current Invoice Due	\$	<u>756.00</u>

This is our account.

Lawson Lundell LLP

Per: 

Scott Andersen

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GST #R115124141



C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 4/3/2020
Invoice No.: 681124
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including April 3, 2020, as follows:

Date	Timekeeper	Description	Hours	Amount
3/5/20	SRA	Review email from S. Dvorak regarding Grazing Land claim;	0.20	75.00
3/6/20	SRA	Telephone call from J. Morrison; review email from C. Cheveldave; review application to approve fees of prior receiver; correspond by e-mail and phone with C. Cheveldave regarding update and outstanding matters;	0.90	337.50
3/18/20	SRA	Review email from C. Cheveldave regarding opposition to receiver's discharge;	0.10	37.50
3/23/20	SRA	Review exchange of emails between S. Dvorak and C. Cheveldave; review list of outstanding matters;	0.20	75.00
3/26/20	SRA	Correspond by e-mail with C. Cheveldave regarding environmental concerns;	0.30	112.50
3/30/20	SRA	Voicemail and email from C. Cheveldave;	0.10	37.50
			1.80	675.00

Fee Summary

Timekeeper	Initials	Hours	hrs at	Rate	/hr	Total
SCOTT ANDERSEN	SRA	1.80	hrs at	375.00	/hr	675.00
Total Professional Fees					\$	675.00

Fees	\$	675.00
Total GST	\$	33.75
Total PST	\$	47.25

CURRENT INVOICE DUE

\$ 756.00

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Vancouver, BC
Canada V6C 3L2

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 4/3/2020
Invoice No.: 681124
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

For Professional Services Rendered Through April 3, 2020.

File No.: 036622-148976

Matter Reference: SATHER RANCH LTD

Contact: Scott Andersen

Invoice: 681124

Total Professional Fees	\$	675.00
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Total GST	\$	33.75
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Total PST	\$	47.25
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Total Amount Due	\$	<u>756.00</u>
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This remittance advice should be returned to ensure proper credit to your account. Thank you.

THIS INVOICE IS PAYABLE UPON RECEIPT.

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE.

EMAIL: CTCHEVELDAVE@TELUS.NET

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 5/12/2020
Invoice No.: 684046
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including May 6, 2020, as per attached detail.

Total Professional Fees	\$	4,792.50
Total Taxable Disbursements and Other Charges	\$	4.50
Total GST	\$	239.86
Total PST	\$	335.48
Current Invoice Due	\$	<u>5,372.34</u>

This is our account.

Lawson Lundell LLP

Per: 

Scott Andersen

C. CHEVELDAVE & ASSOCIATES LTD.
 SUITE 600-I
 235 - 1ST AVENUE
 KAMLOOPS, BC
 V2C 3J4

Invoice Date: 5/12/2020
 Invoice No.: 684046
 File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including May 6, 2020, as follows:

Date	Timekeeper	Description	Hours	Amount
4/6/20	SRA	Correspond by e-mail with C. Cheveldave regarding credit facility; correspond by e-mail with J. Morrison regarding same; review documents sent by J. Morrison and consider other documents he requires; correspond by e-mail with C. Cheveldave regarding same;	0.70	262.50
4/7/20	SRA	Correspond by e-mail with C. Cheveldave;	0.20	75.00
4/8/20	SRA	Review documents provided by C. Cheveldave; correspond by e-mail with J. Morrison regarding loan facility;	0.90	337.50
4/15/20	SRA	Review email from M. Brule regarding credit bid; review email correspondence from C. Cheveldave regarding credit bid;	0.10	37.50
4/17/20	SRA	Correspond by e-mail with C. Cheveldave;	0.10	37.50
4/20/20	SRA	Review offer to purchase provided by S. Dvorak; review comments from C. Cheveldave regarding same; further revise draft offer to purchase; review and revise draft bill of sale; correspond by e-mail with C. Cheveldave regarding revised draft documents; correspond by e-mail with S. Dvorak regarding draft documents;	1.80	675.00
4/20/20	JJS1	Review background information on file to assist with drafting Confidentiality Agreement; draft Confidentiality Agreement; review and revise same;	3.00	930.00
4/21/20	SRA	Review exchange of emails between C. Cheveldave and S. Dvorak;	0.10	37.50
4/22/20	SRA	Review email from C. Cheveldave regarding revisions to bill of sale;	0.10	37.50
4/23/20	SRA	Voicemail from C. Cheveldave;	0.20	75.00

Date	Timekeeper	Description	Hours	Amount
4/24/20	SRA	Review email from S. Dvorak regarding credit bid; correspond by e-mail with C. Cheveldave regarding same and response to C. Flannigan; review letters and correspondence with C. Flannigan; draft letter to C. Flannigan; correspond by e-mail with C. Cheveldave regarding same;	1.90	712.50
4/27/20	SRA	Voicemail from C. Cheveldave; correspond by e-mail and phone with C. Cheveldave regarding call with Joe Sather and his counsel; review email from C. Flannigan; correspond by e-mail with C. Cheveldave regarding same;	0.80	300.00
4/28/20	SRA	Correspond by e-mail with C. Flannigan; correspond by e-mail with C. Cheveldave regarding same; review correspondence between Receiver and secured creditor regarding credit bid documents;	2.00	750.00
4/29/20	SRA	Review exchange of correspondence between C. Cheveldave and M. Street; correspond by e-mail with C. Cheveldave regarding discharge of prior receiver; review and revise draft Confidentiality Agreement; correspond by e-mail with C. Cheveldave regarding same;	0.90	337.50
4/30/20	SRA	Correspond by e-mail with C. Cheveldave regarding confidentiality agreement; revise same and send to C. Cheveldave; correspond by e-mail with S. Dvorak regarding same; correspond by e-mail with C. Flannigan regarding same;	0.40	150.00
5/1/20	SRA	Correspond by e-mail with C. Cheveldave regarding Confidentiality Agreement;	0.10	37.50
			13.30	4,792.50

Fee Summary

Timekeeper	Initials	Hours	hrs at	Rate	/hr	Total
SCOTT ANDERSEN	SRA	10.30	hrs at	375.00	/hr	3,862.50
JOEL SCHACHTER	JJS1	3.00	hrs at	310.00	/hr	930.00
Total Professional Fees					\$	4,792.50

Taxable Other Charges

Photocopies	\$	4.50
Fees	\$	4,792.50
Disbursements and Other Charges	\$	4.50
Total GST	\$	239.86
Total PST	\$	335.48

CURRENT INVOICE DUE**\$ 5,372.34**

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 5/12/2020
Invoice No.: 684046
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

For Professional Services Rendered Through May 6, 2020.

File No.: 036622-148976

Matter Reference: SATHER RANCH LTD

Contact: Scott Andersen

Invoice: 684046

Total Professional Fees	\$ 4,792.50
Total Taxable Disbursements and Other Charges	\$ 4.50
Total GST	\$ 239.86
Total PST	\$ 335.48
Total Amount Due	\$ <u>5,372.34</u>

This remittance advice should be returned to ensure proper credit to your account. Thank you.

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EMAIL: CTCHEVELDAVE@TELUS.NET

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 6/3/2020
Invoice No.: 686058
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including June 3, 2020, as per attached detail.

Total Professional Fees	\$	1,356.00
Total GST	\$	67.80
Total PST	\$	94.92
Current Invoice Due	\$	<u>1,518.72</u>

This is our account.

Lawson Lundell LLP

Per: 
Scott Andersen

C. CHEVELDAVE & ASSOCIATES LTD.
 SUITE 600-I
 235 - 1ST AVENUE
 KAMLOOPS, BC V2C 3J4

Invoice Date: 6/3/2020
 Invoice No.: 686058
 File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including June 3, 2020, as follows:

Date	Timekeeper	Description	Hours	Amount
5/6/20	SRA	Review and reply to email from C. Flannigan regarding confidentiality agreement;	0.10	37.50
5/8/20	SRA	Voicemail from and email to C. Cheveldave;	0.10	37.50
5/11/20	SRA	Correspond by e-mail with C. Cheveldave;	0.10	37.50
5/15/20	SRA	Telephone call with C. Cheveldave; instruct Paul Kressock regarding reviewing merits of claim;	0.50	187.50
5/21/20	SRA	Correspond by e-mail with C. Cheveldave regarding review of litigation merits;	0.10	37.50
5/26/20	SRA	Instruct Paul Kressock regarding review of claim;	0.50	187.50
5/31/20	SRA	Correspond by e-mail with P. Kressock regarding review of action;	0.10	37.50
5/31/20	PAK	Review file documents, pleadings and memo of facts; begin outlining issues for memo on merits of case;	2.10	756.00
6/1/20	SRA	Correspond by e-mail with C. Cheveldave regarding review of claim;	0.10	37.50
			3.70	1,356.00

Fee Summary

Timekeeper	Initials	Hours	hrs at	Rate	/hr	Total
SCOTT ANDERSEN	SRA	1.60	hrs at	375.00	/hr	600.00
PAUL KRESSOCK	PAK	2.10	hrs at	360.00	/hr	756.00
Total Professional Fees					\$	1,356.00

Fees	\$	1,356.00
Total GST	\$	67.80
Total PST	\$	94.92

CURRENT INVOICE DUE **\$ 1,518.72**

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 6/3/2020
Invoice No.: 686058
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

For Professional Services Rendered Through June 3, 2020.

File No.: 036622-148976

Matter Reference: SATHER RANCH LTD

Contact: Scott Andersen

Invoice: 686058

Total Professional Fees	\$	1,356.00
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Total GST	\$	67.80
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Total PST	\$	94.92
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Total Amount Due	\$	<u>1,518.72</u>
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EMAIL: CTCHEVELDAVE@TELUS.NET

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 7/27/2020
Invoice No.: 689556
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including July 6, 2020, as per attached detail.

Total Professional Fees	\$	8,377.50
Total Taxable Disbursements and Other Charges	\$	6.30
Total GST	\$	419.20
Total PST	\$	586.43
Current Invoice Due	\$	<u>9,389.43</u>

This is our account.

Lawson Lundell LLP

Per: 
Scott Andersen

C. CHEVELDAVE & ASSOCIATES LTD.
 SUITE 600-I
 235 - 1ST AVENUE
 KAMLOOPS, BC
 V2C 3J4

Invoice Date: 7/27/2020
 Invoice No.: 689556
 File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including July 6, 2020, as follows:

Date	Timekeeper	Description	Hours	Amount
6/5/20	PAK	Review of documents, correspondence, receivership materials and public search results; prepare summary of material facts for memo on merits of action; review relevant authorities under corporate opportunities doctrine;	4.80	1,728.00
6/7/20	PAK	Continue research and draft of memo on merits of action;	3.30	1,188.00
6/9/20	SRA	Review email from C. Chevledave; confer with Paul Kressock regarding review of claim;	0.10	37.50
6/9/20	PAK	Draft email to Scott Andersen regarding memo; further drafting, review and revision of memo on merits of action;	4.30	1,548.00
6/10/20	SRA	Review memo regarding assessment of claim against Joe Sather; confer with Paul Kressock regarding same; correspond by e-mail with C. Chevledave regarding same;	1.50	562.50
6/10/20	PAK	Final review and revision of memo; draft email to Scott Andersen attaching memo; telephone call with Scott Andersen to discuss merits of action;	1.70	612.00
6/11/20	SRA	Correspond by e-mail with C. Chevledave regarding his correspondence with J. Sather and our review of the claim against J. Sather;	0.20	75.00
6/12/20	SRA	Conference call with Paul Kressock and C. Chevledave regarding the action against Joe Sather; confer further with Paul Kressock regarding same;	1.10	412.50
6/12/20	PAK	Telephone call with client regarding merits of action; draft email to client; prepare draft litigation budget;	1.60	576.00
6/15/20	SRA	Correspond by e-mail with C. Chevledave regarding conference call; review and revise litigation budget and forward same to C. Chevledave;	0.60	225.00

Date	Timekeeper	Description	Hours	Amount
6/16/20	SRA	Consider litigation budget further; correspond by e-mail with C. Cheveldave regarding same;	0.20	75.00
6/18/20	SRA	Attend conference call with secured creditors, their counsel and receiver regarding review of grazing lands action and realization plan; telephone call with C. Cheveldave regarding listing;	0.80	300.00
6/18/20	PAK	Telephone conference with client;	0.80	288.00
6/19/20	SRA	Correspond by e-mail with C. Cheveldave;	0.20	75.00
6/22/20	SRA	Review and revise draft schedules; instruct assistant regarding same;	0.60	225.00
6/23/20	SRA	Confer with assistant regarding schedule;	0.30	112.50
6/29/20	SRA	Correspond by e-mail with C. Cheveldave regarding litigation budget; correspond by e-mail with S. Dvorak regarding same and need to increasing receiver's borrowing powers;	0.70	262.50
7/2/20	SRA	Review email from S. Dvorak regarding litigation and borrowing power;	0.10	37.50
7/3/20	SRA	Voicemail from C. Cheveldave regarding timeline and process for court approval of sale; correspond by e-mail with C. Cheveldave regarding same;	0.10	37.50
			23.00	8,377.50

Fee Summary

Timekeeper	Initials	Hours	hrs at	Rate	/hr	Total
SCOTT ANDERSEN	SRA	6.50	hrs at	375.00	/hr	2,437.50
PAUL KRESSOCK	PAK	16.50	hrs at	360.00	/hr	5,940.00
Total Professional Fees					\$	8,377.50

Taxable Other Charges

Photocopies	\$	6.30
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Fees	\$	8,377.50
Disbursements and Other Charges	\$	6.30
Total GST	\$	419.20
Total PST	\$	586.43

CURRENT INVOICE DUE	\$	<u>9,389.43</u>
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C. CHEVELDAVE & ASSOCIATES LTD.
 SUITE 600-I
 235 - 1ST AVENUE
 KAMLOOPS, BC
 V2C 3J4

Invoice Date: 7/27/2020
 Invoice No.: 689556
 File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

For Professional Services Rendered Through July 6, 2020.

File No.: 036622-148976

Matter Reference: SATHER RANCH LTD

Contact: Scott Andersen

Invoice: 689556

Total Professional Fees	\$ 8,377.50
Total Taxable Disbursements and Other Charges	\$ 6.30
Total GST	\$ 419.20
Total PST	\$ 586.43
Total Amount Due	\$ <u>9,389.43</u>

This remittance advice should be returned to ensure proper credit to your account. Thank you.

Payment Options:

EFT/Wire Transfer:

HSBC Bank Canada
 885 West Georgia Street, Vancouver, B.C., V6C 3G1
Account Name: Lawson Lundell LLP
Account No.: 102337001
Bank ID: 016 **Transit:** 10270
Swift Code: HKBC CATT

Cheque:

Cheques payable to Lawson Lundell LLP and mailed to the following address:

Suite 1600 Cathedral Place
 925 West Georgia Street
 Vancouver, BC
 Canada V6C 3L2

Interac e-Transfer:

e-Transfer funds to eftpmt@lawsonlundell.com referencing invoice number in message. Please send password to eftpmt@lawsonlundell.com in separate email.

Please email us at eftpmt@lawsonlundell.com referencing invoice number and payment amount.

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PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE.

EMAIL: CTCHEVELDAVE@TELUS.NET

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 8/17/2020
Invoice No.: 691342
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD


To professional services rendered up to and including August 7, 2020, as per attached detail.

Total Professional Fees	\$	4,035.00
Total Taxable Disbursements and Other Charges	\$	75.93
Total Exempt Disbursements and Other Charges	\$	80.00
Total GST	\$	205.55
Total PST	\$	282.45

Current Invoice Due **\$ 4,678.93**

This is our account.

Lawson Lundell LLP

Per: 
Scott Andersen

C. CHEVELDAVE & ASSOCIATES LTD.
 SUITE 600-I
 235 - 1ST AVENUE
 KAMLOOPS, BC
 V2C 3J4

Invoice Date: 8/17/2020
 Invoice No.: 691342
 File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including August 7, 2020, as follows:

Date	Timekeeper	Description	Hours	Amount
7/7/20	SRA	Correspond by e-mail with S. Dvorak regarding litigation strategy; correspond by e-mail with C. Cheveldave regarding same;	0.10	37.50
7/8/20	SRA	Correspond by e-mail and telephone with C. Cheveldave regarding litigation approach, borrowing power and developments regarding property listing;	0.50	187.50
7/13/20	SRA	Correspond by e-mail with C. Cheveldave regarding disclosure of equipment credit bid sale documents; correspond by e-mail with S. Dvorak requesting consent to disclosing same;	0.10	37.50
7/15/20	SRA	Review email from S. Dvorak; correspond by e-mail with C. Cheveldave regarding same;	0.20	75.00
7/15/20	NSM	Look into current covid-related court procedures and draft reply email;	1.80	486.00
7/16/20	SRA	Correspond by e-mail with C. Cheveldave regarding RDOS;	0.10	37.50
7/17/20	SRA	Telephone call with C. Cheveldave regarding various issues;	0.70	262.50
7/20/20	SRA	Review email from C. Cheveldave regarding RDOS; correspond by e-mail with R. Thompson (counsel for RDOS);	0.30	112.50
7/21/20	SRA	Instruct assistant regarding preparing draft materials; instruct Noor Mann regarding same;	0.10	37.50
7/21/20	NSM	Draft letter outlining process for submitting competing bids; review affidavit from client; review notice of application and other court materials; conferences with Scott Andersen and Cindy Curran;	1.90	513.00
7/22/20	NSM	Revise bid documents and notice of application; emails with Scott Andersen;	1.30	351.00
7/23/20	SRA	Correspond by e-mail with C. Cheveldave;	0.10	37.50

Date	Timekeeper	Description	Hours	Amount
7/24/20	SRA	Review draft application, memo re competing bids and draft affidavit; instruct Noor Mann regarding same; instruct assistant regarding same; correspond by e-mail with C. Cheveldave;	0.50	187.50
7/24/20	NSM	Look into COVID-19 court teleconference protocols; emails with Scott Andersen;	0.50	135.00
7/27/20	SRA	Review and revise draft application materials; correspond by e-mail with C. Cheveldave regarding same;	0.60	225.00
7/28/20	SRA	Correspond by e-mail with C. Cheveldave regarding swearing affidavit; review comments from C. Cheveldave regarding draft motion and affidavit; correspond by e-mail with C. Cheveldave regarding same;	0.50	187.50
7/29/20	SRA	Finalize notice of application and draft order; instruct assistant regarding filing and service of same; revise draft letter re grazing license; revise same; correspond by e-mail with C. Cheveldave regarding same; revise memo re competing bids and correspond by e-mail with C. Cheveldave regarding same;	2.40	900.00
7/30/20	SRA	Correspond by e-mail with C. Cheveldave regarding draft materials and waterfall provision; correspond by e-mail with S. Dvorak regarding same; correspond by e-mail with C. Cheveldave regarding excluded property;	0.30	112.50
7/31/20	SRA	Confer with N. Mann regarding application;	0.30	112.50
			12.30	4,035.00

Fee Summary

Timekeeper	Initials	Hours	hrs at	Rate	/hr	Total
SCOTT ANDERSEN	SRA	6.80	hrs at	375.00	/hr	2,550.00
NOOR MANN	NSM	5.50	hrs at	270.00	/hr	1,485.00
Total Professional Fees					\$	4,035.00

Taxable Other Charges

Photocopies	\$	38.40
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Non-Taxable Disbursements

BC Online (GST exempt)	\$	80.00
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Taxable Disbursements

BC Online	\$	26.00
LTSA Service Charge	\$	1.65
LTSA Services	\$	9.88

Fees	\$	4,035.00
Disbursements and Other Charges	\$	155.93
Total GST	\$	205.55
Total PST	\$	282.45

CURRENT INVOICE DUE	\$	<u>4,678.93</u>
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C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 8/17/2020
Invoice No.: 691342
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

For Professional Services Rendered Through August 7, 2020.

File No.: 036622-148976

Matter Reference: SATHER RANCH LTD

Contact: Scott Andersen

Invoice: 691342

Total Professional Fees	\$	4,035.00
Total Taxable Disbursements and Other Charges	\$	75.93
Total Exempt Disbursements and Other Charges	\$	80.00
Total GST	\$	205.55
Total PST	\$	282.45

Total Amount Due **\$ 4,678.93**

This remittance advice should be returned to ensure proper credit to your account. Thank you.

Payment Options:

EFT/Wire Transfer:

HSBC Bank Canada
885 West Georgia Street, Vancouver, B.C., V6C 3G1
Account Name: Lawson Lundell LLP
Account No.: 102337001
Bank ID: 016 **Transit:** 10270
Swift Code: HKBC CATT

Interac e-Transfer:

e-Transfer funds to efpmt@lawsonlundell.com referencing invoice number in message. Please send password to efpmt@lawsonlundell.com in separate email.

Cheque:

Cheques payable to Lawson Lundell LLP and mailed to the following address:

Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2

Please email us at efpmt@lawsonlundell.com referencing invoice number and payment amount.

THIS INVOICE IS PAYABLE UPON RECEIPT.

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE.



Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2

EMAIL: CTCHEVELDAVE@TELUS.NET

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 9/15/2020
Invoice No.: 694140
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including September 9, 2020, as per attached detail.

Total Professional Fees	\$	10,278.50
Total Taxable Disbursements and Other Charges	\$	313.38
Total Exempt Disbursements and Other Charges	\$	95.88
Total GST	\$	529.60
Total PST	\$	719.50
Current Invoice Due	\$	<u>11,936.86</u>

This is our account.

Lawson Lundell LLP

Per: SRA.

Scott Andersen

The contents of this invoice may be subject to solicitor-client privilege. Disclosure of a privileged document to a third party could constitute a waiver of privilege. We recommend that prior to voluntarily sharing the contents of this invoice or providing a copy of it to a tax auditor or other person, that you seek legal advice.

PAYMENT IS DUE UPON RECEIPT OF INVOICE
INTEREST ON OVERDUE ACCOUNTS WILL BE CHARGED 12% PER ANNUM
GST #R115124141



C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 9/15/2020
Invoice No.: 694140
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including September 9, 2020, as follows:

Date	Timekeeper	Description	Hours	Amount
8/5/20	SRA	Telephone call from C. Cheveldave regarding hearing;	0.10	37.50
8/6/20	SRA	Instruct assistant regarding message from realtor;	0.10	37.50
8/7/20	NSM	Call realtor to advise on teleconference court procedures;	0.10	27.00
8/10/20	JDF	E-mails with Ed and Scott concerning expropriation issues arising in receivership, consider same, prep call with Scott concerning advice on same	0.40	224.00
8/10/20	SRA	Correspond by e-mail with C. Cheveldave regarding hearing; review expropriation notice; correspond by e-mail and phone with C. Cheveldave regarding same; confer with Ed Wilson regarding same; correspond by e-mail with S. Dvorak and C. Cheveldave regarding same;	1.20	450.00
8/11/20	SRA	Confer with Jim Fraser regarding expropriation process, issues and likely dispute re value; correspond by e-mail and phone with C. Cheveldave regarding options and strategy; draft and send letter to counsel for RDOS regarding same;	2.20	825.00
8/12/20	JDF	Call with Scott concerning advice on expropriation strategy	0.40	224.00
8/12/20	JDF	Prep and attend call with Scott concerning advice to receive on expropriation matters	0.50	280.00
8/12/20	SRA	Conference call with C. Cheveldave and S. Dvorak; instruct Noor Mann regarding research; instruct assistant regarding affidavit; telephone call with S. Manhas (counsel for RDOS); draft affidavit of Cecil Cheveldave; correspond by e-mail and phone with C. Cheveldave regarding same;	4.50	1,687.50
8/12/20	NSM	Call with Scott Andersen; research into how the court appointed stay during a receivership interacts with government entities seeking to enforce rights;	4.30	1,161.00

The contents of this invoice may be subject to solicitor-client privilege. Disclosure of a privileged document to a third party could constitute a waiver of privilege. We recommend that prior to voluntarily sharing the contents of this invoice or providing a copy of it to a tax auditor or other person, that you seek legal advice.



Date	Timekeeper	Description	Hours	Amount
8/13/20	SRA	Correspond by phone with S. Manhas; telephone call to court to adjourn application; correspond by e-mail with S. Manhas and S. Dvorak regarding adjournment; telephone call with K. Brodersen; telephone call with C. Cheveldave;	1.70	637.50
8/20/20	SRA	Correspond by e-mail and phone with counsel for RDOS regarding board approval; review draft agreements; correspond by e-mail and phone with C. Cheveldave regarding same;	0.50	187.50
8/24/20	SRA	Consider whether court approval required re RDOS agreement; correspond by e-mail and phone with C. Cheveldave regarding same; correspond by e-mail with counsel for RDOS; correspond by e-mail with K. Brodersen regarding extension of deadline for court approval; correspond by e-mail with opposing counsel regarding adjournment; instruct assistant regarding same and finalize requisition;	1.40	525.00
8/26/20	SRA	Review and revise draft agreements with RDOS; correspond by e-mail with C. Cheveldave and S. Dvorak regarding same; finalize revisions and correspond with counsel for RDOS regarding same;	1.60	600.00
8/27/20	SRA	Correspond by phone and email with C. Cheveldave regarding additional terms added into addendum; correspond by e-mail with counsel for RDOS regarding agreement; draft motion; telephone call from C. Cheveldave regarding addendum; correspond by e-mail with buyer regarding addendum;	1.40	525.00
8/28/20	SRA	Correspond by e-mail with G. Szabo; correspond by e-mail and phone with counsel for RDOS; prepare draft order; correspond by e-mail with C. Flannigan and S. Dvorak regarding closing documents; confer with paralegal regarding same;	1.20	450.00
8/31/20	SRA	Correspond by e-mail with counsel for RDOS regarding revisions to agreement; review same; correspond by e-mail and phone with C. Cheveldave regarding same; revise agreement further;	0.80	300.00
9/1/20	SRA	Correspond by e-mail with K. Brodersen regarding status; telephone call with S. Manhas regarding agreement; draft motion, order and supporting affidavit; instruct assistant regarding same; correspond by e-mail with C. Cheveldave regarding same; correspond by e-mail with G. Szabo regarding deposit; telephone call from counsel for RDOS;	2.50	937.50
9/2/20	SRA	Correspond by e-mail with counsel for RDOS; voicemail from K. Brodersen; correspond by e-mail with C. Cheveldave regarding correspondence with RDOS' solicitor; telephone call to counsel for RDOS;	1.30	487.50

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Date	Timekeeper	Description	Hours	Amount
9/3/20	SRA	Review email from C. Cheveldave; correspond by e-mail with counsel for RDOS; correspond by e-mail with G. Szabo; revised motion, order and affidavit; instruct assistant regarding filing of same; correspond by e-mail with C. Cheveldave regarding affidavit; correspond by e-mail with Brodersens regarding agreement;	1.80	675.00
			28.00	10,278.50

Fee Summary

Timekeeper	Initials	Hours	hrs at	Rate	/hr	Total
JIM FRASER	JDF	1.30	hrs at	560.00	/hr	728.00
SCOTT ANDERSEN	SRA	22.30	hrs at	375.00	/hr	8,362.50
NOOR MANN	NSM	4.40	hrs at	270.00	/hr	1,188.00
Total Professional Fees					\$	10,278.50

Taxable Other Charges

Photocopies	\$	233.70
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Non-Taxable Disbursements

BC Online (GST exempt)	\$	80.00
LTSA SERVICES (GST exempt)	\$	15.88

Taxable Disbursements

BC Online	\$	46.00
LTSA Service Charge	\$	3.30
LTSA Services	\$	9.88
West Coast Title Searches	\$	20.50

Fees	\$	10,278.50
Disbursements and Other Charges	\$	409.26
Total GST	\$	529.60
Total PST	\$	719.50

CURRENT INVOICE DUE **\$ 11,936.86**

The contents of this invoice may be subject to solicitor-client privilege. Disclosure of a privileged document to a third party could constitute a waiver of privilege. We recommend that prior to voluntarily sharing the contents of this invoice or providing a copy of it to a tax auditor or other person, that you seek legal advice.



Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 9/15/2020
Invoice No.: 694140
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

For Professional Services Rendered Through September 9, 2020.

File No.: 036622-148976

Matter Reference: SATHER RANCH LTD

Contact: Scott Andersen

Invoice: 694140

Total Professional Fees	\$ 10,278.50
Total Taxable Disbursements and Other Charges	\$ 313.38
Total Exempt Disbursements and Other Charges	\$ 95.88
Total GST	\$ 529.60
Total PST	\$ 719.50
Total Amount Due	\$ <u>11,936.86</u>

This remittance advice should be returned to ensure proper credit to your account. Thank you.

Payment Options:	
EFT/Wire Transfer: HSBC Bank Canada 885 West Georgia Street, Vancouver, B.C., V6C 3G1 Account Name: Lawson Lundell LLP Account No.: 102337001 Bank ID: 016 Transit: 10270 Swift Code: HKBC CATT	Cheque: Cheques payable to Lawson Lundell LLP and mailed to the following address: Suite 1600 Cathedral Place 925 West Georgia Street Vancouver, BC Canada V6C 3L2
Interac e-Transfer: e-Transfer funds to eftpmt@lawsonlundell.com referencing invoice number in message. Please send password to eftpmt@lawsonlundell.com in separate email.	
Please email us at eftpmt@lawsonlundell.com referencing invoice number and payment amount.	

THIS INVOICE IS PAYABLE UPON RECEIPT.

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE.

EMAIL: CTCHEVELDAVE@TELUS.NET

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 10/7/2020
Invoice No.: 695848
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE


File Description: SATHER RANCH LTD

To professional services rendered up to and including October 7, 2020, as per attached detail.

Total Professional Fees	\$	13,354.00
Total Taxable Disbursements and Other Charges	\$	85.50
Total Exempt Disbursements and Other Charges	\$	25.25
Total GST	\$	671.98
Total PST	\$	934.78
Current Invoice Due	\$	<u>15,071.51</u>

This is our account.

Lawson Lundell LLP

Per: 

Scott Andersen

C. CHEVELDAVE & ASSOCIATES LTD.
 SUITE 600-I
 235 - 1ST AVENUE
 KAMLOOPS, BC
 V2C 3J4

Invoice Date: 10/7/2020
 Invoice No.: 695848
 File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including October 7, 2020, as follows:

Date	Timekeeper	Description	Hours	Amount
9/4/20	SRA	Review draft affidavit of delivery and instruct assistant regarding same;	0.20	75.00
9/8/20	SRA	Confer with counsel regarding hearing;	0.10	37.50
9/9/20	SRA	Correspond by e-mail with counsel regarding time estimate; review chambers record in preparation for hearing; attend by phone before Justice GC Weatherill to obtain order; correspond by e-mail with C. Cheveldave regarding same; correspond by e-mail with S. Manhas regarding same; instruct assistant regarding submitting order for entry; correspond by e-mail with S. Dvorak; telephone call from C. Cheveldave regarding hearing, claims process options, and 160 acres litigation;	4.10	1,537.50
9/10/20	SRA	Review liquidation provisions of BC Business Corporation Act; prepare draft email to counsel and forward same to C. Cheveldave for his consideration;	1.70	637.50
9/10/20	JPM	Email from Scott Andersen regarding e-document gathering for production; email to Scott Andersen with instructions on transfer of email documents and standalone documents from clients;	0.40	68.00
9/11/20	SRA	Review recent correspondence;	0.10	37.50
9/14/20	SRA	Correspond by e-mail with counsel regarding closing; instruct paralegal regarding same; correspond by e-mail and phone with counsel for RDOS; correspond by e-mail with S. Dvorak; review email and attachments sent by S. Dvorak regarding claims process;	1.40	525.00

Date	Timekeeper	Description	Hours	Amount
9/15/20	SRA	Telephone call with C. Cheveldave regarding claims process and closing; review closing documents sent by RDOS; instruct paralegal regarding same; confer with Brendan Craig and Ed Wilson regarding speculation and vacancy tax and draft statutory declarations; correspond by e-mail with counsel regarding required revisions to save; correspond by e-mail with C. Cheveldave regarding closing; correspond by e-mail with S. Dvorak regarding same;	1.80	675.00
9/15/20	CC2	Review buyers documents; Phone call from and to Inder Biring of Young Anderson;	0.70	119.00
9/16/20	SRA	Instruct paralegal regarding closing documents; reviewing payout statement and sending comments on same to C. Cheveldave; telephone call with C. Cheveldave regarding same; review undertaking letter for closing and instruct paralegal regarding revisions to same; review documents regarding loan accounting and confer with Receiver regarding same; review correspondence regarding earlier claims process	3.50	1,312.50
9/16/20	CC2	Draft undertaking letter; Draft Form C discharge;	1.00	170.00
9/17/20	SRA	Correspond by e-mail with C. Cheveldave regarding amount owing to secured creditor and regarding uncontested unsecured claim re fence; instruct Noor Mann regarding preparing draft claims process order; instruct assistant regarding preparing draft list of documents; correspond by e-mail with S. Dvorak regarding payout amount;	1.90	712.50
9/17/20	CC2	Draft Direction to pay; Letter to Davidson Lawyers LLP;	0.70	119.00
9/18/20	SRA	Correspond by e-mail with C. Cheveldave regarding closing and payout; instruct paralegal regarding same; review and revise draft direction to pay; correspond by e-mail with C. Flannigan regarding grazing lands claim; review memo from S. Dvorak regarding same and memo from Paul Kressock regarding same; draft summary trial motion; letter from RDOS' counsel regarding completion; correspond by e-mail with C. Cheveldave regarding same; finalize letters to disburse funds;	4.90	1,837.50
9/18/20	CC2	Revise Direction to pay; Draft letters to Royal LaPage and Client; Attend to accounting matters; Revise letters; Email to Client; Email to Davidson Lawyers LLP;	2.00	340.00
9/21/20	SRA	Draft notice to admit; review and revise list of documents; letter to C. Flannigan enclosing list of documents; letter to counsel for RDOS enclosing original documents; correspond by e-mail with S. Dvorak regarding removal of personal property and holdback; review corporate opportunity cases;	2.00	750.00
9/21/20	NSM	Draft claims process order for receivership proceedings; emails to Scott Andersen;	2.30	621.00

Date	Timekeeper	Description	Hours	Amount
9/21/20	CC2	Email to Ms. Biring; Attend to accounting matters; Letter to Ms. Biring; Arrangements for courier;	0.50	85.00
9/22/20	SRA	Review corporate opportunity cases; telephone call with C. Cheveldave regarding grazing lands action and appraisal; draft claims process order; correspond by e-mail with C. Cheveldave regarding same;	3.50	1,312.50
9/22/20	NSM	Emails with Scott Andersen;	0.10	27.00
9/23/20	SRA	Review C. Cheveldave's comments on draft order; further revise same; draft covering email and correspond by e-mail with C. Cheveldave regarding same;	1.40	525.00
9/23/20	NSM	Emails with Scott Andersen; review draft claim process order;	0.20	54.00
9/25/20	SRA	Correspond by e-mail with C. Cheveldave regarding discharge of Moroso; correspond by e-mail with counsel for Moroso regarding same; correspond by e-mail with S. Dvorak regarding discharge of mortgage and assignment of rents;	0.20	75.00
9/25/20	CC2	Review discharge of Mortgage; Email to Ms. Biring enclosing the same;	0.30	51.00
9/28/20	SRA	Review correspondence from RDOS' counsel; correspond by e-mail with C. Cheveldave regarding same; revise draft Notice to Admit;	0.60	225.00
9/29/20	SRA	Correspond by e-mail with S. Dvorak regarding affidavit;	0.10	37.50
9/30/20	SRA	Correspond by e-mail with S. Dvorak;	0.10	37.50
10/1/20	SRA	Correspond by e-mail with C. Cheveldave regarding mobile home;	0.10	37.50
10/2/20	SRA	Correspond by e-mail with C. Flannigan regarding claims process; correspond by e-mail with S. Curry regarding same;	0.20	75.00
10/5/20	SRA	Revise draft notice of application re claims process order; correspond by e-mail with C. Cheveldave regarding same;	1.90	712.50
10/6/20	SRA	Revise draft application materials for claims process order; correspond by e-mail with R. Sookorukoff; correspond by e-mail with C. Cheveldave regarding draft claims process order and motion; correspond by e-mail with S. Dvorak and F. Flannigan regarding draft claims process order;	1.40	525.00
			39.40	13,354.00

Fee Summary

Timekeeper	Initials	Hours	hrs at	Rate	/hr	Total
SCOTT ANDERSEN	SRA	31.20	hrs at	375.00	/hr	11,700.00
NOOR MANN	NSM	2.60	hrs at	270.00	/hr	702.00
CECILIA CONTO	CC2	5.20	hrs at	170.00	/hr	884.00

Timekeeper	Initials	Hours	hrs at	Rate	/hr	Total
JEAN MAI	JPM	0.40	hrs at	170.00	/hr	68.00
Total Professional Fees						\$ 13,354.00
<u>Taxable Other Charges</u>						
Photocopies						\$ 6.00
<u>Non-Taxable Disbursements</u>						
Wire transfer charge Outgoing Wire Fee						\$ 13.50
Wire transfer charge Outgoing Wire Fee						\$ 11.75
<u>Taxable Disbursements</u>						
Trust Administration fee						\$ 15.00
BC Online						\$ 26.00
West Coast Title Searches						\$ 38.50
Fees						\$ 13,354.00
Disbursements and Other Charges						\$ 110.75
Total GST						\$ 671.98
Total PST						\$ 934.78
CURRENT INVOICE DUE						\$ 15,071.51

C. CHEVELDAVE & ASSOCIATES LTD.
 SUITE 600-I
 235 - 1ST AVENUE
 KAMLOOPS, BC
 V2C 3J4
 EMAIL: CTCHEVELDAVE@TELUS.NET

Invoice Date: 10/7/2020
 Invoice No.: 695848
 File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

For Professional Services Rendered Through October 7, 2020.

File No.: 036622-148976

Matter Reference: SATHER RANCH LTD

Contact: Scott Andersen

Invoice: 695848

Total Professional Fees	\$ 13,354.00
Total Taxable Disbursements and Other Charges	\$ 85.50
Total Exempt Disbursements and Other Charges	\$ 25.25
Total GST	\$ 671.98
Total PST	\$ 934.78
Total Amount Due	\$ <u>15,071.51</u>

This remittance advice should be returned to ensure proper credit to your account. Thank you.

Payment Options:

EFT/Wire Transfer:

HSBC Bank Canada
 885 West Georgia Street, Vancouver, B.C., V6C 3G1

Account Name: Lawson Lundell LLP

Account No.: 102337001

Bank ID: 016 **Transit:** 10270

Swift Code: HKBC CATT

Interac e-Transfer:

e-Transfer funds to eftpmt@lawsonlundell.com referencing invoice number in message. Please send password to eftpmt@lawsonlundell.com in separate email.

Cheque:

Cheques payable to Lawson Lundell LLP and mailed to the following address:

Suite 1600 Cathedral Place
 925 West Georgia Street
 Vancouver, BC
 Canada V6C 3L2

Please email us at eftpmt@lawsonlundell.com referencing invoice number and payment amount.

THIS INVOICE IS PAYABLE UPON RECEIPT.

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE.

EMAIL: CTCHEVELDAVE@TELUS.NET

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC V2C 3J4

Invoice Date: 11/10/2020
Invoice No.: 698528
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD


To professional services rendered up to and including November 4, 2020, as per attached detail.

Total Professional Fees	\$	9,150.00
Total Taxable Disbursements and Other Charges	\$	184.50
Total Exempt Disbursements and Other Charges	\$	80.00
Total GST	\$	466.73
Total PST	\$	640.50

Current Invoice Due	\$	<u>10,521.73</u>
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This is our account.

Lawson Lundell LLP

Per: 
Scott Andersen

C. CHEVELDAVE & ASSOCIATES LTD.
 SUITE 600-I
 235 - 1ST AVENUE
 KAMLOOPS, BC V2C 3J4

Invoice Date: 11/10/2020
 Invoice No.: 698528
 File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including November 4, 2020, as follows:

Date	Timekeeper	Description	Hours	Amount
10/7/20	SRA	Correspond by e-mail with C. Cheveldave regarding draft application materials; further revise same;	0.60	225.00
10/8/20	SRA	Correspond by e-mail with C. Flannigan regarding claims process order; correspond by e-mail with S. Dvorak regarding summary of funds held by Receiver;	0.60	225.00
10/9/20	SRA	Correspond by e-mail with counsel regarding claims process order; correspond by e-mail with C. Cheveldave regarding status;	0.90	337.50
10/13/20	SRA	Review application materials received from Greg Moroso; correspond by e-mail with C. Cheveldave regarding same; correspond by e-mail with counsel for Greg Moroso regarding \$3,500 in surplus funds that are outstanding; submit request to reappear before Justice Walker;	1.00	375.00
10/14/20	SRA	Correspond by e-mail with counsel regarding further comments on draft order; further revise order and circulate to counsel a redline showing the further revisions made to the proposed order; correspond by e-mail with Ryan Sookorukoff; correspond by e-mail with C. Cheveldave regarding same;	1.20	450.00
10/15/20	SRA	Correspond by e-mail with C. Flannigan regarding his client's list of documents;	0.40	150.00
10/16/20	SRA	Correspond by e-mail with S. Dvorak;	0.70	262.50
10/19/20	SRA	Correspond by e-mail with counsel regarding scheduling of hearing; revise draft motion, orders and affidavits re claims process application; review draft affidavit and motion regarding Grazing Lands and draft notes for further revisions to same;	2.30	862.50
10/20/20	SRA	Correspond by e-mail with S. Dvorak regarding affidavit; review further revised draft affidavit; send comments regarding same to S. Dvorak; review draft appraisal and appraisal of Home Ranch; correspond by e-mail with C. Cheveldave regarding same;	1.80	675.00

Date	Timekeeper	Description	Hours	Amount
10/21/20	SRA	Review email from S. Dvorak regarding draft affidavit; telephone call with C. Cheveldave regarding draft appraisal, action against Joe Sather and status of claims process application; review additional documents/correspondence sent by S. Dvorak; finalize and serve application for claims process order;	3.00	1,125.00
10/22/20	SRA	Correspond by e-mail with counsel regarding hearing; instruct assistant regarding application record for same; correspond by e-mail with C. Cheveldave regarding same;	0.20	75.00
10/23/20	SRA	Review letter from C. Flannigan enclosing list of documents; briefly review documents listed; correspond by e-mail with C. Cheveldave regarding same; correspond by e-mail with C. Flannigan regarding same; review letter from C. Flannigan regarding discharge of G. Moroso; correspond by e-mail with C. Flannigan regarding same;	1.20	450.00
10/26/20	SRA	Instruct assistant regarding application record; voicemail to C. Flannigan; telephone call with C. Flannigan regarding his concerns; correspond by email with counsel regarding proposed additional language in order to address Mr. Flannigan's concerns; review letter from Gilchrist and Company; instruct assistant regarding same;	0.70	262.50
10/27/20	SRA	Confer with assistant regarding receipt of cheque; correspond by e-mail with C. Cheveldave regarding same; review application record to prepare for hearing; review documents, select potential exhibits and draft rider for Mike Street's affidavit; correspond by e-mail with S. Dvorak regarding affidavit;	2.00	750.00
10/28/20	SRA	Prepare for and appear as counsel before Justice Walker in regard to Receiver's application to discharge Prior Receiver and to obtain a Claims Process Order; conference call and email correspondence with counsel to settle form of claims process order; correspond by e-mail with the Court regarding same and scheduling continuation;	3.20	1,200.00
10/29/20	SRA	Telephone call with C. Flannigan regarding draft orders, impact on Alberta litigation, and concept of settling all issues between the two related parties; revise draft confidentiality agreement; correspond by e-mail with C. Cheveldave regarding same; correspond by e-mail with S. Dvorak regarding same;	3.00	1,125.00
10/30/20	SRA	Telephone call from court clerk; e-mail to opposing counsel regarding same; prepare for and attend as counsel before Justice Walker; further email correspondence with counsel regarding claims process order; telephone call with C. Cheveldave regarding hearing and regarding appraisal;	1.60	600.00
			24.40	9,150.00

Fee Summary

Timekeeper	Initials	Hours	hrs at	Rate	/hr	Total
SCOTT ANDERSEN	SRA	24.40	hrs at	375.00	/hr	9,150.00
Total Professional Fees						\$ 9,150.00
<u>Taxable Other Charges</u>						
Photocopies						\$ 93.00
<u>Non-Taxable Disbursements</u>						
BC Online (GST exempt)						\$ 80.00
<u>Taxable Disbursements</u>						
Trust Administration fee						\$ 15.00
Courier Services						\$ 35.00
BC Online						\$ 21.00
West Coast Title Searches						\$ 20.50
Fees						\$ 9,150.00
Disbursements and Other Charges						\$ 264.50
Total GST						\$ 466.73
Total PST						\$ 640.50
CURRENT INVOICE DUE						\$ <u><u>10,521.73</u></u>

C. CHEVELDAVE & ASSOCIATES LTD.
 SUITE 600-I
 235 - 1ST AVENUE
 KAMLOOPS, BC
 V2C 3J4
 EMAIL: CTCHEVELDAVE@TELUS.NET

Invoice Date: 11/10/2020
 Invoice No.: 698528
 File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

For Professional Services Rendered Through November 4, 2020.

File No.: 036622-148976

Matter Reference: SATHER RANCH LTD

Contact: Scott Andersen

Invoice: 698528

Total Professional Fees	\$	9,150.00
Total Taxable Disbursements and Other Charges	\$	184.50
Total Exempt Disbursements and Other Charges	\$	80.00
Total GST	\$	466.73
Total PST	\$	640.50
Total Amount Due	\$	<u>10,521.73</u>

This remittance advice should be returned to ensure proper credit to your account. Thank you.

Payment Options:

EFT/Wire Transfer:

HSBC Bank Canada
 885 West Georgia Street, Vancouver, B.C., V6C 3G1

Account Name: Lawson Lundell LLP

Account No.: 102337001

Bank ID: 016 **Transit:** 10270

Swift Code: HKBC CATT

Interac e-Transfer:

e-Transfer funds to eftpmt@lawsonlundell.com referencing invoice number in message. Please send password to eftpmt@lawsonlundell.com in separate email.

Cheque:

Cheques payable to Lawson Lundell LLP and mailed to the following address:

Suite 1600 Cathedral Place
 925 West Georgia Street
 Vancouver, BC
 Canada V6C 3L2

Please email us at eftpmt@lawsonlundell.com referencing invoice number and payment amount.

THIS INVOICE IS PAYABLE UPON RECEIPT.

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE.



Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2

EMAIL: CTCHEVELDAVE@TELUS.NET

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 12/7/2020
Invoice No.: 700767
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

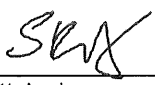
To professional services rendered up to and including December 2, 2020, as per attached detail.

Total Professional Fees	\$	6,225.00
Total Taxable Disbursements and Other Charges	\$	87.70
Total GST	\$	315.64
Total PST	\$	435.75
Current Invoice Due	\$	<u>7,064.09</u>

This is our account.

Lawson Lundell LLP

Per: _____


Scott Andersen

The contents of this invoice may be subject to solicitor-client privilege. Disclosure of a privileged document to a third party could constitute a waiver of privilege. We recommend that prior to voluntarily sharing the contents of this invoice or providing a copy of it to a tax auditor or other person, that you seek legal advice.

PAYMENT IS DUE UPON RECEIPT OF INVOICE
INTEREST ON OVERDUE ACCOUNTS WILL BE CHARGED 12% PER ANNUM
GST #R116124141



C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4
EMAIL: CTCHEVELDAVE@TELUS.NET

Invoice Date: 12/7/2020
Invoice No.: 700767
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including December 2, 2020, as follows:

Date	Timekeeper	Description	Hours	Amount
11/3/20	SRA	Revise draft claims process order based on Justice Walker's comments and based on review of Alberta Court of Queen's Bench claim; correspond by e-mail with C. Flannigan and S. Dvorak regarding revised form of order; further email correspondence with counsel and revisions to draft order;	1.40	525.00
11/4/20	SRA	Correspond by e-mail with C. Cheveldave regarding appraisal and claims process;	0.10	37.50
11/5/20	SRA	Correspond by e-mail with C. Flannigan regarding claim process order; review final form of Confidentiality Agreement; correspond by e-mail with S. Dvorak and C. Cheveldave regarding same; consider email from C. Flannigan regarding Alberta litigation; consider relief available in oppression action; draft notes to file for response to C. Flannigan;	2.20	825.00
11/6/20	SRA	Correspond by e-mail with S. Dvorak regarding CA and offer; review detailed e-mail from S. Dvorak to C. Flannigan re claims process order and Alberta litigation; correspond by e-mail with C. Cheveldave regarding same; further correspondence by e-mail with S. Dvorak regarding Alberta litigation; conference call with S. Dvorak and C. Cheveldave; call with C. Cheveldave regarding instructions; consider procedural options for Alberta litigation;	3.90	1,462.50
11/9/20	SRA	Review email from C. Cheveldave regarding easement for road to Grazing Lands; revise draft claims process order; correspond by e-mail with counsel regarding same; correspond by e-mail with C. Cheveldave regarding same; correspond by e-mail with counsel for G. Moroso;	1.40	525.00

The contents of this invoice may be subject to solicitor-client privilege. Disclosure of a privileged document to a third party could constitute a waiver of privilege. We recommend that prior to voluntarily sharing the contents of this invoice or providing a copy of it to a tax auditor or other person, that you seek legal advice.

PAYMENT IS DUE UPON RECEIPT OF INVOICE
INTEREST ON OVERDUE ACCOUNTS WILL BE CHARGED 12% PER ANNUM
GST #R116124141



Date	Timekeeper	Description	Hours	Amount
11/10/20	SRA	Correspond by e-mail with counsel for G. Moroso; review email from C. Cheveldave regarding letter from J. Sather; letter to C. Cheveldave enclosing \$10,000 holdback; review draft affidavit of J. Sather sworn in opposition to discharge of G. Moroso; draft letter to C. Flannigan regarding letter; telephone call from C. Cheveldave regarding draft letter and Moroso discharge response materials;	2.30	862.50
11/12/20	SRA	Review email from Ryan Sookorukoff regarding scheduling hearing for Moroso's discharge;	0.20	75.00
11/13/20	SRA	Email to C. Flannigan regarding claims process order; review letter from C. Flannigan realtor commissions; correspond by e-mail with C. Cheveldave regarding same; letter to C. Flannigan regarding "retraction"; email from and to C. Flannigan regarding claims process order; correspond by e-mail with C. Cheveldave regarding same;	0.70	262.50
11/16/20	SRA	Draft letter to the court; correspond by e-mail with counsel regarding same; correspond by e-mail with C. Cheveldave regarding same; review emails from C. Flannigan and S. Dvorak regarding draft letter to the court;	1.00	375.00
11/17/20	SRA	Review and reply to email from C. Flannigan regarding claims process order; correspond by e-mail with C. Cheveldave regarding same;	0.60	225.00
11/18/20	SRA	Correspond by e-mail with C. Flannigan regarding response;	0.20	75.00
11/19/20	SRA	Instruct assistant regarding affidavit; revise same; correspond by e-mail with counsel regarding availability for hearing; correspond by e-mail with C. Flannigan regarding proof of retraction statements; submit request to reappear before Justice Walker;	1.10	412.50
11/23/20	SRA	Correspond by e-mail with C. Cheveldave; instruct assistant regarding requisition and chambers record index; correspond by e-mail with C. Flannigan regarding retraction; correspond by e-mail with C. Cheveldave regarding same;	0.40	150.00
11/24/20	SRA	Review e-mail from court regarding hearing; instruct assistant regarding same; finalize requisition and instruct assistant regarding filing of same; review and revise draft application record index; correspond by e-mail with S. Dvorak regarding same;	0.50	187.50
11/25/20	SRA	Correspond by e-mail with S. Dvorak regarding claims process hearing;	0.10	37.50
11/26/20	SRA	Review filed response materials from Joe Sather re Moroso's discharge application;	0.20	75.00
11/27/20	SRA	Correspond by e-mail with counsel for G. Moroso regarding entered order discharging his client;	0.20	75.00

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PAYMENT IS DUE UPON RECEIPT OF INVOICE
 INTEREST ON OVERDUE ACCOUNTS WILL BE CHARGED 12% PER ANNUM
 GST #R115124141



Date	Timekeeper	Description	Hours	Amount
11/30/20	SRA	Review blackline of revised order to be included in application record;	0.10	37.50
			16.60	6,225.00

Fee Summary

Timekeeper	Initials	Hours	hrs at	Rate	/hr	Total
SCOTT ANDERSEN	SRA	16.60	hrs at	375.00	/hr	6,225.00
Total Professional Fees					\$	6,225.00

Taxable Other Charges

Photocopies	\$	26.70
Library searches	\$	47.00

Taxable Disbursements

BC Online	\$	14.00
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Fees	\$	6,225.00
Disbursements and Other Charges	\$	87.70
Total GST	\$	315.64
Total PST	\$	435.75

CURRENT INVOICE DUE**\$ 7,064.09**

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PAYMENT IS DUE UPON RECEIPT OF INVOICE
 INTEREST ON OVERDUE ACCOUNTS WILL BE CHARGED 12% PER ANNUM
 GST #R115124141



Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4
EMAIL: CTCHEVELDAVE@TELUS.NET

Invoice Date: 12/7/2020
Invoice No.: 700767
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

For Professional Services Rendered Through December 2, 2020.

File No.: 036622-148976

Matter Reference: SATHER RANCH LTD

Contact: Scott Andersen

Invoice: 700767

Total Professional Fees	\$	6,225.00
Total Taxable Disbursements and Other Charges	\$	87.70
Total GST	\$	315.64
Total PST	\$	435.75
Total Amount Due	\$	<u>7,064.09</u>

This remittance advice should be returned to ensure proper credit to your account. Thank you.

Payment Options:

EFT/Wire Transfer:

HSBC Bank Canada
885 West Georgia Street, Vancouver, B.C., V6C 3G1
Account Name: Lawson Lundell LLP
Account No.: 102337001
Bank ID: 016 Transit: 10270
Swift Code: HKBC CATT

Interac e-Transfer:

e-Transfer funds to eftpmt@lawsonlundell.com referencing Invoice number in message. Please send password to eftpmt@lawsonlundell.com in separate email.

Cheque:

Cheques payable to Lawson Lundell LLP and mailed to the following address:

Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2

Please email us at eftpmt@lawsonlundell.com referencing Invoice number and payment amount.

THIS INVOICE IS PAYABLE UPON RECEIPT.

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE.



Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2

EMAIL: CTCHEVELDAVE@TELUS.NET

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 12/31/2020
Invoice No.: 703441
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including December 31, 2020, as per attached detail.

Total Professional Fees	\$	4,890.00
Total Taxable Disbursements and Other Charges	\$	315.40
Total Exempt Disbursements and Other Charges	\$	34.36
Total GST	\$	260.27
Total PST	\$	342.30

Current Invoice Due

\$ 5,842.33

This is our account.

Lawson Lundell LLP

Per: _____

Scott Andersen

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PAYMENT IS DUE UPON RECEIPT OF INVOICE
INTEREST ON OVERDUE ACCOUNTS WILL BE CHARGED 12% PER ANNUM
GST #R115124141



C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 12/31/2020
Invoice No.: 703441
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

File Description: SATHER RANCH LTD

To professional services rendered up to and including December 31, 2020, as follows:

Date	Timekeeper	Description	Hours	Amount
12/1/20	SRA	Review draft application record; instruct assistant regarding same;	0.10	37.50
12/2/20	SRA	Review recent correspondence;	0.10	37.50
12/3/20	SRA	Prepare for hearing;	1.30	487.50
12/4/20	AET	Office correspondence with Scott Andersen regarding commercial list booking; review commercial list availability;	0.20	90.00
12/4/20	SRA	Prepare for hearing; correspond by e-mail with counsel before hearing; appear before Justice Walker as counsel; draft revisions to claims process order; correspond by e-mail with counsel regarding same; reporting email to C. Cheveldave regarding hearing and status of application; confer with Alexis Teasdale regarding application in Alberta;	2.60	975.00
12/7/20	SRA	Correspond by e-mail with C. Flannigan regarding his comments on the revisions to the claims process order; review practice directives and process re court to court communications; consider application for foreign proceeding provisions of BIA; review email from G. Moroso's counsel;	1.40	525.00
12/8/20	SRA	Voicemail from and telephone call to counsel for G. Moroso; review and reply to email from C. Flannigan regarding his proposed revisions to the claims process order; finalize and send letter to counsel for G. Moroso;	1.40	525.00
12/9/20	SRA	Review revisions to draft claims process order; draft email to Justice Walker and circulate draft email to counsel for their review and input; correspond by e-mail with C. Cheveldave regarding same and regarding issue letter to Alberta counsel asking them to produce documents and evidence;	1.10	412.50

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Date	Timekeeper	Description	Hours	Amount
12/10/20	SRA	Review and reply to email from C. Flannigan regarding draft claims process order; correspond by e-mail with S. Dvorak; correspond by e-mail with counsel for G. Moroso; correspond by e-mail with C. Cheveldave regarding same;	0.60	225.00
12/11/20	SRA	Correspond by e-mail with C. Flannigan regarding request to reappear before Justice Walker; finalize and send e-mail to trial scheduling; revise draft letter to Alberta counsel;	1.60	600.00
12/14/20	SRA	Revise draft letter to Mr. Sather's counsel regarding Alberta Action; correspond by e-mail with C. Cheveldave regarding same;	0.70	262.50
12/17/20	SRA	Correspond by e-mail with counsel regarding Justice Walker's request for their client's position;	0.10	37.50
12/18/20	SRA	Reviewing notes from last hearing and recent correspondence from counsel;	0.20	75.00
12/21/20	SRA	Correspond by e-mail with C. Cheveldave; correspond by e-mail with C. Flannigan; review letter from Indian Band regarding tax owing; correspond by e-mail with C. Cheveldave regarding same; instruct assistant regarding same;	0.50	187.50
12/22/20	SRA	Review email from S. Dvorak; correspond by e-mail with C. Cheveldave regarding same; review submissions from C. Flannigan to be sent to Justice Walker; correspond by e-mail with C. Flannigan regarding same; correspond by e-mail with C. Cheveldave regarding same;	0.50	187.50
12/23/20	SRA	Correspond by e-mail with S. Dvorak regarding proposed revisions to claims process order; review revised form of order; correspond by e-mail with counsel regarding same; correspond by e-mail with C. Cheveldave regarding same;	0.60	225.00
			13.00	4,890.00

Fee Summary

Timekeeper	Initials	Hours	hrs at	Rate	/hr	Total
ALEXIS TEASDALE	AET	0.20	hrs at	450.00	/hr	90.00
SCOTT ANDERSEN	SRA	12.80	hrs at	375.00	/hr	4,800.00
Total Professional Fees					\$	4,890.00

Taxable Other Charges

Photocopies	\$	18.90
Library searches	\$	276.00

Non-Taxable Disbursements

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Library Services	\$	3.29
Wire transfer charge Outgoing Wire Fee	\$	11.75
Library Services	\$	19.32
<u>Taxable Disbursements</u>		
West Coast Title Searches	\$	20.50
Fees	\$	4,890.00
Disbursements and Other Charges	\$	349.76
Total GST	\$	260.27
Total PST	\$	342.30
CURRENT INVOICE DUE	\$	<u>5,842.33</u>

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Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2

C. CHEVELDAVE & ASSOCIATES LTD.
SUITE 600-I
235 - 1ST AVENUE
KAMLOOPS, BC
V2C 3J4

Invoice Date: 12/31/2020
Invoice No.: 703441
File No.: 036622.148976

ATTENTION: CECIL CHEVELDAVE

For Professional Services Rendered Through December 31, 2020.

File No.: 036622-148976

Matter Reference: SATHER RANCH LTD

Contact: Scott Andersen

Invoice: 703441

Total Professional Fees	\$	4,890.00
Total Taxable Disbursements and Other Charges	\$	315.40
Total Exempt Disbursements and Other Charges	\$	34.36
Total GST	\$	260.27
Total PST	\$	342.30
Total Amount Due	\$	<u>5,842.33</u>

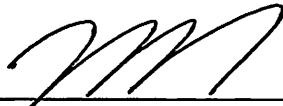
This remittance advice should be returned to ensure proper credit to your account. Thank you.

Payment Options:	
EFT/Wire Transfer: HSBC Bank Canada 885 West Georgia Street, Vancouver, B.C., V6C 3G1 Account Name: Lawson Lundell LLP Account No.: 102337001 Bank ID: 016 Transit: 10270 Swift Code: HKBC CATT Interac e-Transfer: e-Transfer funds to eftpmt@lawsonlundell.com referencing invoice number in message. Please send password to eftpmt@lawsonlundell.com in separate email.	Cheque: Cheques payable to Lawson Lundell LLP and mailed to the following address: Suite 1600 Cathedral Place 925 West Georgia Street Vancouver, BC Canada V6C 3L2
Please email us at eftpmt@lawsonlundell.com referencing invoice number and payment amount.	

THIS INVOICE IS PAYABLE UPON RECEIPT.

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE.

This is **Exhibit "D"** referred to in the Affidavit
of Cecil Cheveldave made before me on February
17, 2021



A Commissioner for taking Affidavits for
British Columbia

Exhibit D

**IN THE MATTER OF THE RECEIVERSHIP OF
SATHER RANCH LTD.**

**SUMMARY OF THE RECEIVER'S TIME INCURRED
NOVEMBER 2019 TO DECEMBER 2020**

NAME	TITLE	HOURS	RATE	VALUE
Cecil Cheveldave	President	356.70	\$ 250 / 275	90,550.00
Jim Gilchrist	Senior Consultant	11.10	\$ 250	2,775.00
Geri Bordas	Estate Administrator	18.70	\$ 120	2,244.00
TOTAL FEES		<u>386.50</u>		<u>\$ 95,569.00</u>
TOTAL FEES BILLED				<u><u>\$ 95,569.00</u></u>

This is **Exhibit "E"** referred to in the Affidavit
of Cecil Cheveldave made before me on February
17, 2021



A Commissioner for taking Affidavits for
British Columbia

CECIL CHEVELDAVE, CPA, CMA, CMC, CAFM, CIRP, LIT

Kamloops, BC V1S 1S6 O 250-819-8614

ctcheveldave@telus.net O www.linkedin.com/in/cecil-cheveldave

An experienced leader in the areas of financial restructuring, financial advisory and management. Works collaboratively at the Chief Financial Officer and Chief Executive Officer levels with the proven ability to drive positive results in the most difficult circumstances. A consummate builder of high performing teams that deliver value-added results. A problem solver focused on bringing order to situations of chaos.

CAREER OVERVIEW

C. CHEVELDAVE & ASSOCIATES LTD.

2019 – Present

President

Leading receivership, liquidation, monitoring and turnaround mandates in both court-appointment and instrument appointment jurisdictions. Responsible for all business development activities of the firm.

LEGACY PARTNERS ADVISORY GROUP LTD.

2013 – Present

Managing Director / Lead Consultant

Leading financial advisory engagements in a discreet consultancy on behalf of select First Nation Government clients. General mandate areas included: treaty negotiations (fiscal components), fiscal governance and treasury, turnaround and restructuring, capacity / operational reviews, and general financial and management advisory services.

HERON ADVISORY LTD.

2015 – Present

Partner

Leading and carrying out financial advisory engagements in the areas of: distress financing procurement, asset acquisition strategy and implementation, secured creditor negotiations, informal financial workouts and restructuring.

KPMG (PRINCE GEORGE & KAMLOOPS OFFICES)

1997-2019

Vice President (2006 - 2019)

Led all aspects of the restructuring and insolvency practice including practice development / business development, deployment of marketing strategies, supervising and mentoring project staff and leading restructuring engagements. Geographies served included BC, western Canada and the United States. Mandates included financial advisor to secured lenders and debtor companies, court appointed receiver, receiver-manager, court appointed monitor, court appointed liquidator, and Trustee in formal BIA mandates.

- Coordinated, deployed and led multi-disciplined teams from across different geographies which enabled quick, on the ground possession taking and safeguarding of physical assets.
- Mentored junior team members throughout various and different mandate deployments resulting in the overall technical and skill strengthening of the team. This drove efficiencies for both existing and future mandates resulting in higher recoveries overall.

- Take over of failed multi-million-dollar real estate development in mid-construction and failed construction projects and implemented turnaround strategies in order to complete construction and bring real estate inventory to market.
- Successfully led the program to locate, secure and retrieve numerous pieces of heavy equipment scattered over remote locations in two Provinces. The program included composing multi-disciplined industry teams and ensuring all requisite permitting and logistics were appropriately deployed. The result was that valuable assets were safeguarded, retrieved and liquidated for the benefit of secured creditors.
- Drove growth of the consumer insolvency practice in the Prince George office to become the largest consumer insolvency practice in the country for the firm for two consecutive years.

Senior Manager, Manager and Consultant, Financial Advisory Practice (1997 - 2006)

INDUSTRIES SERVED

Industries served include:

First Nation Governments	Non-Profits	Hotel / Hospitality
RV Resorts	Commercial Real Estate	Resort Real Estate
Residential Real Estate	Commercial Transport	Oil & Gas Land Development
Civil Construction	Road Building	Forestry
Lumber Manufacturing	Equipment Sales	Agriculture / Ranching
Retail	Tourism	

PROFESSIONAL DESIGNATIONS

CPA - Chartered Professional Accountant

CMA - Certified Management Accountant

CMC - Certified Management Consultant

CAFM - Certified Aboriginal Financial Manager

CIRP – Chartered Insolvency & Restructuring Professional

LIT – Licenced Insolvency Trustee

BOARD, VOLUNTEER AND COMMUNITY ACTIVITIES

Spelqweqs Development Corporation – Director (2020 – Present)

Board governance. Spelqweqs Development Corporation is the economic development entity of the Canim Lake Band.

Venture Kamloops – Director & Treasurer (2019 – Present)

Board governance. Venture Kamloops is the economic development arm of the City of Kamloops.

Fraternal Order of Eagles – Aerie #3453 – Treasurer & Finance Committee Member (2013 – 2019)

Strengthened finance oversight and reporting in the organization. Oversaw the exit strategy of relocating operations.

Motion Church – Finance Committee Member (2018 – Present)

Involved with the finance committee to provide financial oversight and recommendations on finance and governance to the church board.

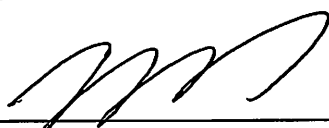
BC Association of Insolvency & Restructuring Professionals – Director (2006 – 2012)

Board governance of the provincial association.

Aboriginal Financial Officers Association of BC – Director (1996 – 1998)

One of the founding members and board governance of the provincial association.

This is **Exhibit "F"** referred to in the Affidavit
of Cecil Cheveldave made before me on February
19, 2021



A Commissioner for taking Affidavits for
British Columbia

Exhibit F

**IN THE MATTER OF THE RECEIVERSHIP OF
SATHER RANCH LTD.
RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD NOVEMBER 21, 2019 TO DECEMBER 31, 2020**

Note**RECEIPTS:**

Sale of Property	\$ 984,197.39
Collection of Cattle Auction Proceeds	\$ 91,667.56
Funds Transferred Into ISCU Credit Line Acct From BMO Trust Acct. to payout borrowing	\$ 57,497.20
Funds Transferred Into BMO Trust Acct From ISCU Credit Line Acct.	\$ 55,163.00
Sale of Cattle	\$ 12,528.00
Holdback funds from sale of land	\$ 10,000.00
GST Collected on Equipment Sale	\$ 2,050.00
GST refund	\$ 1,852.28
Funds Transferred Into ISCU Credit Line Acct From BMO Trust Acct.	\$ 182.73
Interest on GIC	\$ 132.78
Reimbursement of Filing Fee	\$ 20.00
Refund of Service Charge - ISCU	\$ 3.84
TOTAL RECEIPTS	<u>\$ 1,215,294.78</u>

DISBURSEMENTS:

Property taxes	\$ 26.74
Filing Fees	\$ 70.00
Utilities	\$ 145.00
Bookkeeping	\$ 180.00
Funds Transferred to ISCU Credit Line Account from BMO Trust Acct.	\$ 182.73
Fuel	\$ 366.96
Interest Charges	\$ 457.43
Bank charges	\$ 756.00
Receivership Loan Set Up Fees & Costs - ISCU	\$ 1,557.50
Ranch Management - wages / fees	\$ 1,997.79
Grazing License Renewal	\$ 4,935.50
Accounting fees	\$ 3,325.00
Insurance	\$ 6,000.00
GST Paid	\$ 8,871.00
Appraisal	\$ 9,272.20
Payout of Previous Receiver's Borrowing Charge	\$ 40,000.00
Funds Transferred to BMO Trust Acct. from ISCU Credit Line Acct.	\$ 55,163.00
Payout of ISCU receivership loan	\$ 57,497.20
Receiver's Legal Counsel Fees	\$ 72,757.58
Receiver's Fees	\$ 96,773.32
TOTAL DISBURSEMENTS	<u>\$ 360,334.95</u>

EXCESS OF RECEIPTS OVER DISBURSEMENTS**\$ 854,959.83** 1**Notes:**

1. Balance represented by:

BMO Trust Account balance at 12/31/20	\$44,827.05
BMO Investment in GIC	<u>\$810,132.78</u>
TOTAL BALANCE - ALL ACCOUNTS	<u>\$854,959.83</u>