

CANADA / JUDGMENT

J&A Properties Ltd. v. De Angelis

2020 BCSC 1254

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Supreme Court of British Columbia

DECIDED

27 August 2020

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2020 BCSC 1254 J & A Properties Ltd. v. De Angelis

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

J & A Properties Ltd. v. De Angelis,

2020 BCSC 1254

Date: 20200827

Docket: S178216

Registry: Vancouver

Between:

J&A Properties Ltd. and Annie Siermy

Petitioners

And

Barbara De Angelis, Maurizio De Angelis a.k.a. Maurice De Angelis, Nick Jack Kochan, B.B.J. Holdings Ltd., 456804 B.C. Ltd. and Vancouver Park Lane Towers Ltd.

Respondents

Before: The Honourable Justice Branch

Reasons for Judgment

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Place and Date of Hearing:

Vancouver, B.C.

July 13 & 14, 2020

Place and Date of Judgment:

Vancouver, B.C.

August 27, 2020

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I. INTRODUCTION

- [1] This is an application by the petitioners for the appointment of a liquidator for the closely-held family company Vancouver Park Lane Towers Ltd. ("VPLT"), and related orders.
- [2] The respondents argue that such an order is unnecessary. Although the respondents agree that the management of VPLT has been troubled over the past several years, they suggest that:
- a) the parties have been able to manage their disagreements through a series of counsel-negotiated interim agreements; and
 - b) VPLT's end is in sight in any event, given that the parties have already agreed to sell off all of its assets.
- [3] Notwithstanding these arguments, I have determined that a liquidator should be appointed as:

- a) having litigation counsel arrive at agreements under the pressure of pending court applications is not a proper way to run an active company; and
- b) there is no fixed end point for the sale of the real estate assets, and ensuring proper management of VPLT during the period prior to a sale is essential.

II. THE FACTUAL BACKGROUND

- [4] The petitioner/applicant Annie Siermy is one of six children of Steve and Eva Kochan, who operated a family business through VPLT.
- [5] The other five children are William, Mary, Steve (deceased), John (deceased), and the respondent Nick. William suffers from dementia. The respondent Barbara De Angelis is William's daughter. The respondent Maurice De Angelis is Barbara's husband. Anne Lawton is Mary's daughter.
- [6] Given the overlapping surnames, I will refer to the parties by their given names, but intend no disrespect thereby.
- [7] VPLT has certain cash on hand, but its primary assets are the following pieces of real property:
 - a) 1255 West 14th Avenue, Vancouver, British Columbia, a 60-unit apartment building ("Queen Anne Place"). Annie has resided in a penthouse ("Annie's Suite") in this building since her deceased husband Joe Siermy built the building with others in 1972. Annie has a life lease of Annie's Suite;
 - b) 1825 Haro Street, Vancouver, British Columbia, a 90-unit apartment building ("Park Lane Towers"); and
 - c) Five houses and lots in White Rock, B.C. (the "White Rock Properties").
- [8] The shares of VPLT are owned as follows:
 - a) 50% by the petitioner J&A Properties Ltd. ("J&A"). The directors of J&A are Annie and her niece, Anne;
 - b) 25% by 456804 BC Ltd. ("456804"), a holding company owned by Nick. The directors are Nick and his wife, Olga.
 - c) 25% by BBJ Holdings Ltd. ("BBJ"), a holding company controlled by Barbara. The directors are Barbara and Maurice.
- [9] On November 23, 2005, a shareholders' agreement was entered into providing that J&A may appoint two directors and BBJ and 456804 may each appoint one (the "Shareholders Agreement"). The present directors of VPLT are the two J&A appointees Annie and Anne, Barbara appointed by BBJ, and Nick appointed by 456804.

- [10] In January 2014, a resolution was passed by VPLT's board of directors (the "January 2014 Resolution") delegating day to day management of the business and affairs of VPLT to Barbara and Maurice. Prior to the January 2014 Resolution, nearly all shareholders' and directors' decisions had been made by consensus. VPLT's articles have not provided for a tie-breaking vote for many years.
- [11] After the January 2014 Resolution, the relationship between the parties began to deteriorate. The petitioners sought to have the board revisit the January 2014 Resolution, but no change has been possible because of a 50/50 deadlock at the board level. This has effectively left Barbara and Maurice in control of the management of VPLT.
- [12] Although this issue was not before me, the petitioners intend to argue that the 2014 appointment of Barbara and Maurice should be interpreted as being in place for only one year, relying on *Ghimpelman v. Bercovici*, [1957] S.C.R. 128, where Abbott J. stated at 141:

When, however, as in the present case, the directors did meet, and by reason of a deadlock failed to appoint officers, it became obvious that the previous incumbents no longer possessed the confidence of the newly-elected board.

Equal shareholding in a limited liability company invites difficulty, of course, under certain circumstances. It does not, however, justify one group taking advantage of the status quo in order to maintain its representatives in office indefinitely.

[Emphasis added.]

- [13] Beginning in 2015, there was disagreement between the parties as to whether VPLT should continue to pay family members certain amounts out of the company, given the potential adverse tax implications. The petitioners argue that the following improper and unapproved payments occurred:
- a) Barbara's payment to herself of \$105,000 in 2015.
 - b) On July 28, 2016, Nick causing VPLT to write cheques to Nick and Olga totalling \$35,000.
 - c) Barbara making payments in 2017 totalling \$180,000.
 - d) In June 2019, Nick causing two more cheques to be made out to himself and Olga, both for \$90,768.22.
- [14] There have been other disputes. The petitioners complain that Barbara and Maurice failed to arrange for VPLT to pay its taxes on time in 2016. The petitioners allege that Barbara and Maurice have been late paying certain installment payments to the CRA during later tax years, triggering penalties and interest. The petitioners allege that there are more than \$100,000 in invoices owing by VPLT that Barbara has failed to pay.
- [15] Some of the breakdown in the relationship between the parties is reflected in correspondence. For example, on May 14, 2015, Nick emailed Anne stating:

It's no use trying to deal with Barbara and until Auntie Annie cans Barbara this company is in bad shape.

[16] Barbara wrote shortly thereafter regarding alleged repairs required at Queen Anne Place stating:

I confirm that I, Barbara De Angelis, Maurice De Angelis, Bill Kochan, and BBJ Holdings Ltd are not prepared to deal with Drew Lawton, Anne Lawton, or Greg Scott in relation to [the Queen Anne remediation work], and we do not recognize the validity of the May 8, 2015 meeting.

[17] On February 19, 2016, an expert consultant, RDH Building Science Inc., sent a letter to Barbara raising safety concerns relating to the condition of Queen Anne Place. However, as of the date of the hearing, there has not yet been any repairs.

[18] In 2017, this petition was commenced. The petitioners plead that Barbara and Maurice should be removed from the management of VPLT for failing to competently manage and operate the company, including by:

- a) failing to call shareholders' meetings;
- b) failing to appoint an auditor;
- c) blocking Annie and Anne from having access to information and documents;
- d) hiding or losing important VPLT documents;
- e) failing to create normal business documents, such as rent rolls;
- f) failing to cause the rents of Park Lane Towers and Queen Anne Place to be increased on an annual basis;
- g) failing to fill vacancies at Park Lane Towers and Queen Anne Place;
- h) allowing Nick to make out the cheques discussed above;
- i) failing to pay the taxes on time;
- j) failing or blocking efforts to have repairs carried out on Queen Anne Place;
- k) taking steps to ensure that Annie and Anne did not see a 2016 engineer's report stating that Queen Anne Place was in urgent need of repairs to prevent potential physical harm to people in and about the building; and
- l) failing to hire a full-time caretaker for Queen Anne Place since 2017.

[19] The petitioners also allege that Barbara, Maurice and Nick have harassed, intimidated and bullied Annie.

- [20] There has been no annual general meeting of VPLT since the petition was launched. There have not been any audited financial statements produced over this period even though J&A has not waived its right to an audit. Until recently, the board of directors failed to meet for several years. There was some effort to hold a meeting in 2017, but legal counsel agreed that holding the meeting would be pointless, as the parties would be deadlocked.
- [21] There is an ongoing disagreement about whether VPLT has any validly appointed officers. The petitioners say that Annie is the President and Barbara is the Secretary. The respondents argue that Annie is not the president and that the consent resolution appointing Annie as President and Barbara as Secretary was not unanimously approved and is therefore invalid.
- [22] The petitioner's application to secure the appointment of a liquidator has been scheduled to be heard on several occasions, including October 27-29, 2017, November 27-29, 2017, and October 18-19, 2018.
- [23] Prior to the scheduled hearing in October 2018, the parties agreed through counsel to liquidate VPLT by invoking section 6 of the Shareholders Agreement, which states:

6. BREAK-UP OF COMPANY

6.1 If requested by Shareholders holding 75% of the voting shares of the Company (which percentage shall become 50% of the voting shares of the Company after the death of the last survivor of William Henry Kochan, Nick Jack Kochan, Annie Olga Siermy and Joseph Siermy), the Shareholders shall negotiate an equitable division of the assets of the Company between the Shareholders and the Shareholders agree to act reasonably in attempting to agree upon such division of the assets of the Company.

6.2 If the Shareholders cannot agree on an equitable manner of allocating the assets of the Company within 90 days of a request contemplated by subsection 6.1, then the Company shall be liquidated, and the proceeds of liquidation, after paying off all debts, shall be paid to the Shareholders in accordance with their percentage ownership interests.

(the "Liquidation Agreement")

- [24] A subsequent hearing was set down for June 2019, but shortly beforehand, the parties came to an oral agreement on the production of documents and limits on the payment of expenses pending liquidation. However, there were difficulties having this agreement documented. As such, the hearing was set down again for July 2019.
- [25] Leading up to this scheduled July 2019 hearing, the parties signed a written agreement (the "Document Agreement"). As well as addressing certain document production issues, the Document Agreement also includes the following provision relating to the management of the payment of expenses:

3. With the exception of salaries payable to Barbara De Angelis and Maurice De Angelis which will continue to be paid at the current amount of \$5,000 per month to each, no VPLT funds, except for the reimbursement of reasonable expenses incurred on behalf of VPLT, will be paid to or for the benefit of Barbara De Angelis, Maurice De Angelis, Bill Kochan, Nick Kochan, Olga Kochan, Annie Siermy or Anne Lawton without the agreement of a majority of the VPLT Directors, or by order of the Court or by direction of an arbitrator appointed by the parties.
- [26] However, the Document Agreement did not end the parties' quarrelling. The petitioners continued to dispute the quality of the respondents' document production efforts. Applications were brought to compel further production. There has also been a dispute ongoing for many years about where corporate records should be kept and where VPLT's mail should be delivered. The petitioners have raised a concern that rents have not been regularly increased.
- [27] The petitioners called a meeting in August 2019 to pass a number of resolutions, including the rescission of Barbara and Maurice's authority under the January 2014 Resolution. The motions did not pass given the 50/50 deadlock.
- [28] Pursuant to the Liquidation Agreement, an arbitration proceeding was commenced to manage the sale of the assets. Murray Clemens, Q.C., was appointed as the arbitrator. Prior to the arbitration hearing taking place, the parties agreed to valuations of the properties, in total reaching more than \$75 million. There was an initial period during which the parties could make their own offers to purchase the properties, but none were forthcoming. The efforts have now moved towards a third party sale. The parties are in the process of selecting a realtor. Mr. Clemens has been given the authority to bind VPLT in the event there is a deadlock on matters such as the selection of a realtor and what offer price VPLT will accept for the properties.
- [29] The respondents accept that the issue of repairs on Queen Anne Place is a live concern. There have already been two expert evaluations, one recommending a suite of repairs at a high price point, and the other recommending more limited work. The parties have agreed to retain Bayside Property Management to make further recommendations on repairs. No party was able to say what repairs might need to occur before sale. If there is a disagreement on the scope of repairs that should occur, it is unclear how a final decision would be made.
- [30] No party was able to project when the assets might finally be sold.
- [31] COVID-19 has created further tension in the parties' relationship, as the petitioners' position is that there are no proper safety protocols to deal with the pandemic in place at Queen Anne Place.
- [32] In terms of the future, when and if a sale occurs, all parties agree that there will be a number of issues requiring a full accounting before there can be any distribution of the net proceeds.

- [33] This is not the only litigation ongoing between the parties. Barbara has litigation ongoing against Annie pleading in contract, or alternatively, unjust enrichment. Barbara alleges that she performed uncompensated services for Annie, for which Annie agreed to leave her estate to Barbara. Annie denies these claims. Annie now plans to leave her estate to Anne. Annie also has an action against Barbara alleging conversion of certain jewellery.

III. THE LEGAL FRAMEWORK

- [34] The petitioners argue that the remedies sought are supported under either s. 324(1)(b), s. 227(3), or s. 325 of the Business Corporations Act, S.B.C. 2002, c. 57 [BCA].
- [35] Under s. 324(1)(b), a court may order that a company be liquidated and dissolved in circumstances where it would be "just and equitable" to do so.
- [36] This "just and equitable" test was described as follows in *Vivian v. Firth*, 2012 BCSC 517:
- [64] The words "just and equitable" are of the widest significance and confer upon the court a broad discretion to make a winding-up order under s. 324 or any other order under s.227(3) it considers appropriate: *Re Rogers and Agincourt Holdings Ltd. et al.* (1977), 14 O.R. (2d) 489 (Ont.C.A.). It is not necessary to establish oppressive or unfairly prejudicial conduct to engage the panoply of remedies available under s. 324: *Samra v. Bel-Air Taxi Ltd.*, 2009 BCSC 548 at para. 92; *Golden Pheasant Holding Corp. v. Synergy Corporate Management Ltd.*, 2011 BCSC 173 at para. 56. The test does not admit of a strict categorical approach. As *Lacourciere J.A.* observed in *Re Rogers and Agincourt Holdings Ltd.* at p. 493, "the Court must be careful not to construe the authorities as setting out a series of restrictive principles which would confine the phrase "just and equitable" to rigid categories, for each case depends to a large extent on its own facts."
- [66] The words "just and equitable" are intended to be elastic in their application to permit the court to intervene to relieve against an injustice or inequity. The test may be applied more liberally in some contexts than others as, for example, in the case of a private family company where some significant disagreement has arisen including the exclusion of one family member from participation in the business: *Safarik v. Ocean Fisheries Ltd.* (1995), 64 BCAC 14 at paras. 98-103.
- [67] This is not to say that the discretion to grant equitable relief is unbounded. It must be exercised judicially, on a principled basis, and in recognition of the reluctance of the Court to interfere lightly in the internal affairs of a company: *Pasnak v. Chura*, 2004 BCCA 221 at paras. 26-28; *Paulson v. Dogwood Holdings Ltd.*, [1990] B.C.J. No. 2281 (S.C.).
- [68] Although the discretion to grant relief under s. 324 cannot be restricted to pigeon hole categories, the following grounds are commonly relied upon to justify judicial intervention: (1) where there is a loss of substratum; (2) where there exists a justifiable lack of confidence among the members; (3) where the parties are in deadlock; and (4) where the partnership analogy applies.

- [37] As such, deadlock is one of the circumstances where courts have found it just and equitable to grant relief under s. 324: see *Kinzie v. The Dells Holdings Ltd.*, 2010 BCSC 1360 at paras. 9-10.
- [38] In *Palmieri v. A.C. Paving Company Ltd.*, 1999 CanLII 6117 (B.C.S.C.), Levine J. (as she then was) summarized the types of situations in which it is just and equitable to order a winding-up on grounds of deadlock:
- [28] Some of the circumstances ... that will lead to a finding that it is just and equitable to wind up the company because of deadlock are: there are no other effective and appropriate remedies; there is an equal split or nearly equal split of shares and control; there is a serious and persistent disagreement as to some important questions respecting the management or functioning of the corporation; there is a resulting deadlock; and the deadlock paralyzes and seriously interferes with the normal operations of the corporation.
- [39] If it is just and equitable to wind up the company, the court may make any order it considers appropriate, including any one or more of the orders specifically enumerated under s. 227(3) of the BCA.
- [40] Section 227(3) sets out a broad range of potential remedies most often invoked when the affairs of the company have been shown to have been conducted in a manner which is oppressive or unfairly prejudicial to shareholders. By invoking the liquidation provisions of s. 324(1)(b), the petitioners say that they do not need to establish oppressive conduct to access the remedies provided by s. 227(3). I agree. The respondents did not vigorously contest this point. However, were it required, the petitioners argue they have met the test for oppression as well.
- [41] The petitioners also argue that they have a third route supporting the appointment of a liquidator. The petitioners say that because VPLT is effectively in "voluntary liquidation" as a result of the Liquidation Agreement, the court can invoke its powers under s. 325 of the BCA to control the terms of that liquidation. Given that I conclude below that the test required to travel the s.324 route has been met, it is unnecessary to opine on this alternative.

IV. ANALYSIS

- [42] As noted, I conclude that the appointment of a liquidator is a just and equitable means of managing the deadlock restricting the proper management of VPLT.
- [43] The respondents argued that there is no deadlock since the parties have been able to manage their issues through a series of agreements between counsel. I disagree that there is no deadlock. Annie and Anne are clearly sitting in one camp controlling 50% of the votes, while the respondents sit in the other camp controlling the balance. A logjam has been created by the fact that there is no deciding vote structure in place, and the prior consensus approach to the management of the company has broken down. This is a recipe for deadlock, and that is precisely what has occurred. The two groups have been disagreeing

about key corporate issues for many years.

[44] The fact that the parties are in active litigation against one another in separate proceedings is a further indication of the existence of a deadlock between the two camps.

[45] The fundamental nature of the parties' disagreement was helpfully summarized by Barbara's counsel, who stated in his written argument:

Whereas previously Barbara could do no wrong in Annie's eyes, now she can do no right.

[46] The suggestion that VPLT should continue to be managed through a series of "courthouse steps" agreements is inappropriate. VPLT needs a proper and regularized system of internal decision making, not ad hoc crisis management by their litigation counsel.

[47] Furthermore, there are important corporate steps that need to be taken which are not covered by the current counsel agreements:

- a) There needs to be audited financial statements produced for the years since 2016;
- b) There needs to be an annual general meeting;
- c) There needs to be proper COVID-19 protocols put in place;
- d) A decision needs to be made on whether there is a need for further managerial or cleaning assistance at Queen Anne Place;
- e) A decision needs to be made on what repairs will be performed before sale;
- f) There is a need for clarity on who manages each property. While the parties suggested that there is a de facto arrangement in place at present--with the petitioners managing Queen Anne Place and the respondents managing Park Lane--there is no written agreement, and the record shows that neither camp is happy with the other's exercise of any de facto or de jure management powers.

[48] In Vivian, the court declined to appoint a liquidator because the court found there was no deadlock:

[84] While I accept that the relationship between Vivian and Firth has become strained in the last year, the tension that now characterizes their relationship is not sourced in any fundamental disagreement about the management or operations of the Company. In fact, the petitioner has failed to adduce any evidence showing how the operations of the Company have been affected in a material way as a result of the friction that now exists between the two shareholders. Rather, the tension between the two men is sourced in their inability to agree on the value of Vivian's shares. In my view, this disagreement does not constitute deadlock in the Company's affairs.

[49] Neither was an order made in *Paulson v. Dogwood Holdings Ltd.*, [1990] B.C.W.L.D. 2462, 1990 CarswellBC 1798 (S.C.). In this case, the shares of a company were held equally by the applicant Paulson and one Dorothy Dawson. The articles provided that either shareholder

had the right to sell his or her shares to a third party, subject to the right of first refusal in the other shareholder. Paulson offered Dawson a shot-gun buyout. She refused to participate. Paulson then sought Dawson's concurrence in the sale of the assets of the company to an interested third-party purchaser. She would not agree to the sale. Paulson argued that the affairs of the company were in deadlock or, alternatively, that a remedy was justified on the partnership analogy ground. The application was dismissed. Justice Coultas found it would not be just and equitable to wind up the affairs of the company for the following reasons:

- [34] There is no evidence of a breakdown in trust and confidence between the shareholders. To the contrary, the twenty-seven year relationship has been remarkably unmarred by difficulty or disagreement. The only evidence of dispute is Dawson's present resistance to winding up the company and disposing of the assets. This circumstance in the absence of other evidence is not sufficient to warrant a finding of deadlock
- [36] On this point, I draw support from the decision in *Re Welport Investments Ltd.*, (1985), 31 B.L.R. 232. In that case, White J. was commenting upon the shareholders' inability to agree to a buy-out price, (one of the circumstances present in the case at bar). He considered this evidence in the context of the Ontario legislative provision with similar wording to [then] s. 296 of the B.C. Company Act, at p. 255:

whether the shareholders can agree on a mutually satisfactory buy-out price does not, in itself, imply that the companies cannot carry on business properly.

- [37] Similarly, I have concluded that the present disagreement between the petitioner and the respondent, Dawson, does not affect the operation of the company Dogwood so as to impair the obtaining of its economic ends.
- [50] In the present case, the difficulties are reflective of far more than a "strained relationship". Further, the parties' dispute is not limited to the single issue of a buyout price. More fundamentally, VPLT is presently unable to make necessary decisions at regular meetings armed with properly audited financial statements. While I acknowledge the salutary effects of the Liquidation Agreement and the Document Agreement, there remain fundamental disagreements between the parties. Beyond the issues identified above, the parties also disagree on the proper response to the following issues:
- a) Are there officers of VPLT and, if so, who are they?
 - b) Is the January 2014 Resolution still in force?
 - c) Have all required documents been produced by VPLT to the petitioners?
 - d) Where should VPLT's records be maintained, and where should its mail be sent?
 - e) Did the respondents improperly distribute funds from VPLT?

- f) Are the White Rock properties being properly managed, including ensuring the payment of outstanding invoices?
- g) What is the appropriate distribution of any net proceeds from the sale of the properties?
- [51] The present case bears greater parallels with the general collapse of the decision-making process relied upon in ordering the appointment of a liquidator in *No. 20 CR Ventures Ltd. v. Andrex Developments (1985) Ltd.*, 2019 BCSC 405 at paras. 91-94; *Louie v. Zhou*, 2019 BCSC 799, and *Masala Bites Enterprises v. Sohal*, 2018 BCSC 1. As the court stated in *Masala Bites* at para. 49, "the personal relationship of mutual confidence" they once enjoyed no longer exists."
- [52] Even were they to accept that VPLT was in a state of deadlock, the respondents argued that the appointment of a liquidator would still not be "just and equitable" as the properties are in the process of being sold in any event. The difficulty with this argument is that there is no way of knowing how long the sale process will take for assets of such a high cost. Furthermore, there will be a series of decisions required leading up to any sale. Most notably, there will presumably be decisions that need to be made on the scope of repairs that should be incurred at Queen Anne Place in order to maximize the parties' net recovery.
- [53] In summary, given the parties' past conflicts, as well as the present state of their relationship, there is a material ongoing risk of disagreement between the two camps that could prevent the proper operation of VPLT.
- [54] It may be time-consuming and costly to have a liquidator in place. These costs could have been avoided with better cooperation, but that is not to be. With a company of this value, it is "just and equitable" that it receive the benefit of proper management through this crucial period. Given the value of the properties, the cost of the appointment is likely to be reasonably proportional to the amounts at issue.
- [55] The petitioners suggested that there is a shift in the onus that occurs once they establish a *prima facie* case for appointment of a liquidator (relying on an extract from Dennis H. Peterson & Matthew J. Cumming, *Shareholder Remedies in Canada*, 2nd ed. (Toronto: LexisNexis Canada, 2009) s. 17.18). This burden shift has not been noted in any B.C. authority. I note that the court declined to apply an onus shift in *McAteer v. Devencroft Developments Ltd.*, 2001 ABQB 917 at paras. 297-298. In any event, I find that it is not necessary to resolve this issue, as the petitioners have met any applicable onus even without the benefit of a burden shift.
- [56] Given my finding that it is just and equitable to appoint a liquidator in order to resolve the deadlock, it is not necessary for me to evaluate whether the conduct of the respondents was oppressive. The "just and equitable" test represents a lower threshold than what is required to obtain an oppression remedy: *Louie* at para. 34. The orders requested can be supported by invoking s. 324 alone.

V. CONCLUSION

- [57] I am prepared to grant the orders requested, subject to receiving further submissions on the following issue if the parties are unable to agree. The parties' signalled a desire to not have the appointment of a liquidator undercut the agreements already in place. I am prepared to receive further submissions on the precise language of such a term if the parties are unable to agree. In particular, the parties need to consider how any term seeking to preserve their existing agreements addresses the term in the Document Agreement requiring director approval of any expenses over \$10,000.
- [58] Unless there were discussions of which the court is unaware, the petitioners shall have their costs in the cause as the largely successful party. If the parties wish to make further submissions on costs, the respondents may file written submissions within 30 days of this judgment, and the petitioners may respond within 30 days thereafter, and the respondents shall have a further 10 days for reply.

"Branch. J"

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