

**THE KING'S BENCH  
Winnipeg Centre**

**BETWEEN:**

**DONALD R. KNIGHT, K.C.,**

**Applicant,**

**- and -**

**BOKHARI DEVELOPMENT INC.,**

**Respondent.**

**APPLICATION PURSUANT TO THE BUILDERS' LIENS ACT, C.C.S.M. c.B91  
and THE COURT OF KING'S BENCH ACT AND RULES, C.C.S.M. c. C280**

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**AFFIDAVIT OF JENNIFER M. HURST  
Sworn this 10<sup>th</sup> day of June, 2024**

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**KNIGHT LAW OFFICE  
202 – 900 Harrow Street East  
Winnipeg, Manitoba  
R3M 3Y7**

Phone No. (204) 948-0400  
Fax No. (204) 948-0401

**WAYNE P. FORBES  
File No. 217717**

**THE KING'S BENCH  
Winnipeg Centre**

**BETWEEN:**

**DONALD R. KNIGHT, K.C.,**

**Applicant,**

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**BOKHARI DEVELOPMENT INC.,**

**Respondent.**

**APPLICATION PURSUANT TO THE BUILDERS' LIENS ACT, C.C.S.M. c.B91  
and THE COURT OF KING'S BENCH ACT AND RULES, C.C.S.M. c. C280**

**AFFIDAVIT of JENNIFER M. HURST**

I, JENNIFER M. HURST, of the City of Winnipeg, in the Province of  
Manitoba, legal assistant,

**MAKE OATH AND SAY THAT:**

1. I am a legal assistant employed by the law firm of Knight Law Office,  
202 – 900 Harrow Street E., Winnipeg, Manitoba, R3M 3Y7, counsel for the  
Applicant, and as such have personal knowledge of the facts and matters  
hereinafter deposed to by me.

2. I am advised by the Applicant, Donald R. Knight, K.C., and do verily believe as follows:

- a. That the Respondent, Bokhari Development Inc. [**“BDI”**], is a property developer and entered in a contract for the construction of buildings with 6332189 Manitoba Ltd., operating as Gateway Projects [**“Gateway”**], a general contractor at 1801 – 1825 Park Drive, Portage la Prairie, Manitoba;
- b. That Mr. Knight acted for BDI and held back funds [the **“Holdback Funds”**] payable to various contractors and subcontractors for the goods and services provided to the building project and to the general contractor, Gateway, as per *The Builders’ Liens Act*, C.C.S.M. c. B91 [the **“BLA”**];
- c. That prior to completion of construction, on August 29, 2023, KMPG Inc. was appointed receiver [the **“Receiver”**] of all of the assets, undertakings and properties of BDI comprising, located at, arising from, or in any way relating to the property commonly known as 1801 - 1825 Park Drive in Portage la Prairie, Manitoba, including the development of the project [the **“Project”**] located thereon and all proceeds thereof [collectively, the **“Property”**]

by order of the Honourable Mr. Justice Chartier of this Honourable Court;

- d. That to date, Mr. Knight has accumulated holdback monies in the sum of \$1,107,458.18 and interest continues to accrue thereon;
- e. That a dispute has arisen between the various lienholders with respect to the entitlement of the Holdback Funds;
- f. That Knight Law Office and Mr. Knight do not claim an interest in the Holdback Funds other than a lien for their reasonable costs, fees and/or expenses which are estimated to be \$2,500.00 plus taxes and disbursements; and
- g. That Mr. Knight is therefore seeking an Order for payment of the Holdback Funds into the Court of King's Bench (Winnipeg Centre), less his costs with payout of the monies to be determined by this Honourable Court.


3. Attached hereto to this my Affidavit are the following documents which are marked as Exhibits:

- a. Letter from MLT Aikins, J.J. Burnell, to the Honourable Mr. Justice G.L. Chartier, dated March 21, 2024 (**Exhibit "A"**);

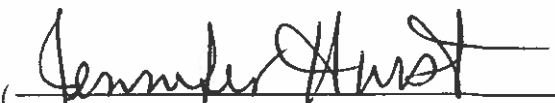
- b. Letter from the Honourable Mr. Justice G.L. Chartier to J.J. Burnell, MLT Aikins, dated March 25, 2024 (**Exhibit "B"**);
- c. E-Mail from Donald R. Knight, K.C. to J.J. Burnell, sent March 12, 2024 at 3:52 P.M. (**Exhibit "C"**);
- d. Receivership Order of Mr. Justice Chartier, August 29, 2023 (**Exhibit "D"**);
- e. Land Titles search of 1801 – 1825 Park Drive, Portage la Prairie, Manitoba (**Exhibit "E"**) disclosing the following liens:
  - a. Personal Property Security Notice - Peoples Trust Company – Registration #1217452/3, registered September 14, 2021;
  - b. Builders Lien – 6332189 Manitoba Ltd. – Registration #1229156/3, registered July 7, 2023;
  - c. Builders Lien – Golden Heating and Cooling Ltd. – Registration #1229581/3, registered July 27, 2023;
  - d. Builders Lien – Raycan Exteriors Inc. – Registration #1229706/3, registered August 2, 2023;
  - e. Builders Lien – Meridian Hauling Ltd. – Registration #1230321/3, registered September 8, 2023;
  - f. Builders Lien – Sirius Protection and Security Services Inc. – Registration #1230399/3, registered September 14, 2023;
  - g. Notice of Appt. of a Receiver/ Mgr – KPMG INC. - Registration #1230463/3, registered September 18, 2023;
  - h. Caveat – KMPG INC. – Registration #1230464/3, registered September 18, 2023;
  - i. Builders Lien – Burke William Rosentreter – Registration #1230609/3, registered September 27, 2023; and

j. Builders Lien – Neeraj Kumar – Registration #123O610/3, registered September 27, 2023.

4. That I make this Affidavit in good faith and support of the Application for payment into Court.

SWORN BEFORE ME )  
at the City of Winnipeg )  
in the Province of Manitoba )  
this 10<sup>th</sup> day of June, 2024. )  
 )


Commissioner for Oaths in and for the Province of Manitoba.

  
JENNIFER M. HURST

A Commissioner for Oaths  
in and for the Province of Manitoba  
My Commission Expires 03 17, 2025

**MLT AIKINS**

WESTERN CANADA'S LAW FIRM

This is Exhibit A referred to in the  
Affidavit of Jennifer M. Hurst  
SWDRN before me this 10<sup>th</sup>  
day of June A.D. 2024  


A Commissioner for Oaths  
in and for the Province of Manitoba  
My Commission Expires 23<sup>rd</sup>, 2025

March 21, 2024

Attention: The Honourable Mr. Justice G.L. Chartier  
Room 226, The Law Courts  
408 York Avenue  
Winnipeg, MB R3C 0P9

Your Lordship,

Re: Peoples Trust Company ("Peoples") v. Bokhari Development Inc.  
("BDI")  
MLT Aikins File No: 0088420-00003

We are counsel to KPMG Inc., the Court-appointed receiver of BDI (the "Receiver").

At our last appearance before you on this matter you raised the issue of *The Builders' Lien Act* (the "BLA") holdback funds (the "Holdback Funds") and how they would be addressed in the proceedings. I responded that the parties were considering two options. The first option was to have a "claims" process within the receivership proceedings and the second was to have Mr. Don Knight pay the Holdback Funds into Court pursuant to the BLA and outside of the receivership proceedings. For your information, Mr. Knight was counsel to the BDI prior to the receivership proceedings and the Holdback Funds are currently held in his trust account.

After consultation with Peoples (the secured creditor and lender to the Receiver in these proceedings), 6332189 Manitoba Ltd. operating as Gateway Projects ("Gateway") (the General Contractor) and Mr. Knight the parties are of the view that the most expeditious and cost-effective mechanism to determine entitlement to the Holdback Funds would be to have the claimants prove their claims outside of the receivership proceedings and in accordance with the BLA with the balance being returned to the Receiver.

The parties appreciate that in the normal course of receivership assets are dealt with within the receivership proceedings; however, the likely result is that the Holdback Funds are trust funds for the parties who provided work, services and/or materials under the Gateway contract or any sub-contracts.

MLT Aikins LLP  
30th Floor - 360 Main Street  
Winnipeg, MB R3C 4G1  
T: (204) 9 57-0050  
F: (204) 9 57-0840

J. J. Burnell\*  
\* services provided by  
J J Burnell Law Corporation  
Direct Line: (204) 57-4663  
Fax: (204) 57-0840  
E-mail: jburnell@mltaikins.com

Kari E. Klassen  
Legal Assistant  
Direct Line: (204) 57-4835  
E-mail: kklassen@mltaikins.com

# MLT AIKINS

WESTERN CANADA'S LAW FIRM

Prior to payment into Court by Mr. Knight, we wanted to ensure that the Court did not have any concerns with this course of action or would prefer that the Holdback Funds be dealt with in the receivership proceedings

Thank you,

**MLT AIKINS LLP**

Per: *JJ Burnell*

J. J. Burnell  
Partner

JJBB:kek

cc: KPMG Inc.  
Attn. Katherine Forbes

Knight Law Office  
Attn. Don Knight

Thompson Dorfman Sweatman LLP  
Attn. Ross McFadyen

D'Arcy and Deacon LLP  
Attn. Derek Olson





THE HONOURABLE MR. JUSTICE  
GÉRALD L. CHARTIER

THE LAW COURTS  
WINNIPEG, MANITOBA, CANADA R3C 0P9  
(204) 945-2060

COURT OF KING'S BENCH OF MANITOBA  
COUR DU BANC DU ROI DU MANITOBA

L'HONORABLE JUGE  
GÉRALD L. CHARTIER

PALAIS DE JUSTICE  
WINNIPEG (MANITOBA) CANADA R3C 0P9

March 25, 2024

J.J. Burnell  
(via email: jburnell@mtatkins.com)  
MLT Aikins  
30<sup>th</sup> Floor – 360 Main Street  
Winnipeg, MB R3C 4G1

This is Exhibit B referred to in the  
Affidavit of Jennifer M. Harst  
sworn before me this 10<sup>th</sup>  
day of June A.D. 2024

  
A Commissioner for Oaths  
in and for the Province of Manitoba  
My Commission Expires 03:17, 2025


Counsel:

**RE: People Trust Company v. Bokhari Development Inc.**  
**K.B. File No. CI 23-01-42328**

Further to your letter of March 21, 2024, in relation to the issue of how any competing claims under **The Builders' Lien Act** holdback funds would be addressed in these proceedings, the parties are in agreement that the most expeditious and cost effective mechanism to determine entitlement to the holdback funds would be to have the holdback funds paid into court pursuant to **The Builders' Lien Act** outside of the receivership proceedings.

For the reasons set out in your letter, and in particular the last paragraph of page 1, I have no concerns with proceeding in the manner proposed by the parties and would only suggest that the wording of the order paying the monies into court references the receivership order.

Yours truly,

  
GÉRALD L. CHARTIER

GLC/pks

cc: Katherine Forbes – KPMG Inc.  
Don Knight – Knight Law Office  
Ross McFadyen – Thompson Dorfman Sweatman LLP  
Derek Olson – D'Arcy and Deacon LLP

## Don Knight

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**From:** Don Knight  
**Sent:** March 12, 2024 3:52 PM  
**To:** JBurnell@mltaikins.com  
**Subject:** KPMG/Bokhari  
**Attachments:** 2024 02 23 - Letter to Don Knight.pdf

Hi JJ

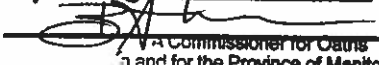
When I received funds from TDS who was acting for peoples Trust Company, they were subject to a trust condition to the effect that I hold back funds in accordance with *The Builders' Lien Act* in a separate account until such time as that money may be released and prior to release I was to perform a search of the title to ensure no liens had been filed which would take priority to the advance of the hold back.

I have also received a letter from Derek Olson requesting us to provide them with the holdback funds - see letter attached. I will not transfer funds to D'Arcy & Deason without first advising and having the consent of TDS to do so. Under the circumstances, I agree that payment into court could be the best option for me and parties can make a claim for them as they see fit. I guess it will depend on what the Judge will say in reply to your letter.

For me to pay the funds into court, my fees are estimated at \$2,500.00 plus disbursements and taxes.

Don

Donald R. Knight, K.C.  
Barrister and Solicitor  
KNIGHT LAW OFFICE  
202-900 Harrow Street East  
Winnipeg, MB R3M 3Y7  
Direct: (204) 948-0404

This is Exhibit C referred to in the  
Affidavit of Jennifer M. Hurst  
sworn before me this 10th  
day of June, 2024  
  
A Commissioner for Oaths  
in and for the Province of Manitoba  
My Commission Expires 23-12, 2025

This electronic message and any documents or attachments accompanying this transmission contain confidential information intended only for use by the addressee. If you are not the intended recipient, please note that any disclosure, copying, distribution or any other use of this information is strictly prohibited. If you received this email message in error, please permanently delete this email and contact me immediately at (204) 948-0404.

**THE KING'S BENCH**

**WINNIPEG CENTRE**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3 AS AMENDED, AND SECTION 55 OF THE *COURT OF KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

PEOPLES TRUST COMPANY,

Applicant,

- and -

BOKHARI DEVELOPMENT INC.,

Respondent.

This is Exhibit D referred to in the  
Affidavit of Jennifer M. Hurst  
sworn before me this 10<sup>th</sup>  
day of June, 2024  
[Signature]

ORDER  
(Appointing Receiver)

A Commissioner for Oaths  
in and for the Province of Manitoba  
My Commission Expires 03.17.25

Thompson Dorfman Sweatman LLP  
Barristers and Solicitors  
1700 – 242 Hargrave Street  
Winnipeg MB R3C 0V1  
(Matter No. 0203716 MAC)  
(Ross A. McFadyen / Melanie M. LaBossiere)  
(204-934-2378 / 204934-2508)  
(Email: [ram@tdslaw.com](mailto:ram@tdslaw.com) / [mml@tdslaw.com](mailto:mml@tdslaw.com) )

**THE KING'S BENCH**

**WINNIPEG CENTRE**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT  
TO SECTION 243 OF THE *BANKRUPTCY AND*  
*INSOLVENCY ACT*, R.S.C. 1985, c. B-3 AS AMENDED  
AND SECTION 55 OF *THE COURT OF KING'S*  
*BENCH ACT*, C.C.S.M. c. C280

THE HONOURABLE ) Tuesday, the 29<sup>th</sup> day of August,  
JUSTICE CHARTIER ) 2023  
)

BETWEEN:

PEOPLES TRUST COMPANY,

Applicant,

- and -

BOKHARI DEVELOPMENT INC.,

Respondent.

**ORDER**  
**(appointing Receiver)**

THIS APPLICATION made by the Applicant 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 55 of *The Court of King's Bench Act*, C.C.S.M. c. C280 (the "KBA") appointing KPMG Inc. as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Respondent Bokhari Development Inc. (the "Debtor") comprising,

located at, arising from, or in any way relating to the property commonly known as 1801 – 1825 Park Drive in Portage la Prairie, Manitoba, including the development of the project (the "Project") located thereon and all proceeds thereof, was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the Affidavit of Brian Jahoor sworn August 23, 2023 and on hearing the submissions of counsel for the Applicant, counsel for the proposed Receiver, counsel for Syed Bokhari and counsel for Darcy Schaver, no one appearing for anyone else, although duly served as appears from the Affidavit of Service of Melanie M. LaBossiere affirmed August 23, 2023 and on reading the consent of KPMG Inc. to act as the Receiver,

#### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

#### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 55 of the KBA, KPMG Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor comprising, located at, arising from, or in any way relating to the property commonly known as 1801 – 1825 Park Drive in Portage la Prairie, Manitoba, including the development of the Project and all proceeds thereof (collectively, the "Property").

### RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby 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 hereby 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 proceeds, 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, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor in relation to the Property, 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 continue construction of the Project and obtain advice and enter into contracts and other arrangements for work, services and the supply of materials for such purposes;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor in relation to the Property or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor in relation to the Property and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (h) to settle, extend or compromise any indebtedness owing to the Debtor in relation to the Property;
- (i) 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;

- (j) to undertake environmental or workplace safety and health assessments of the Property and operations of the Debtor in relation to the Property;
- (k) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor in relation to the Property, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (l) 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 in its discretion may deem appropriate;
- (m) 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 any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and



- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 59(10) of *The Personal Property Security Act* (Manitoba), or section 134(1) of *The Real Property Act* (Manitoba), as the case may be, shall not be required.

For greater certainty and without limitation, subject to subparagraphs (m)(i) and (ii) hereof, the Receiver shall have the power and authority to market and sell the Property, including a completed or partially completed Project thereon, as a whole, in accordance with a formal sale process to be approved by this Court, where the Receiver considers it necessary or desirable;

- (n) 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 thereof, free and clear of any liens or encumbrances affecting such Property;
- (o) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) 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 thought desirable by the Receiver, in the name of the Debtor, all in relation to the Property;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor in relation to the Property;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have in relation to the Property; and
- (t) 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. For greater clarity with respect to the power referenced at subparagraph (a) above, the Receiver shall not be deemed to be in possession of the real property located at 1801 – 1825 Park Drive in Portage la Prairie, Manitoba (the "**Project Premises**") until such time as the Receiver takes care and control, in the Receiver's

absolute discretion, of the Project Premises. The Receiver may elect not to go into possession of the Project Premises until such time as the Receiver is satisfied, in its absolute discretion, that adequate insurance coverage is in place with respect to the Project Premises. The Receiver shall have no obligations nor liability with respect to the Project Premises until such time as the Receiver does take care and control of the Project Premises. The Receiver shall provide written notice by email to the Service List (as defined below) upon taking possession of the Project Premises, and on the day that such notice has been provided will then be deemed to be in possession.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its 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, agencies, or general contractors, project managers, trade contractors, subcontractors, service providers or suppliers, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's knowledge, possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property in their possession or control to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that the Debtor shall promptly deliver to the Receiver all mail and correspondence, including all electronic correspondence it receives to the Receiver. Further, all Persons shall forthwith provide the Receiver with all information in their knowledge, possession or control relating to insurance coverage in place relating to the Property and any and all associated rights of renewal of such insurance.

6. THIS COURT ORDERS that all Persons 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 in relation to the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 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 the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by 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 onto paper 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 in its discretion require including 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**

8. THIS COURT ORDERS that 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**

9. THIS COURT ORDERS that 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 hereby

stayed and suspended pending further Order of this Court provided; however, that nothing in this Order shall affect a Regulatory Body's investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body of the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtor in relation to the Property, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. In respect of subparagraphs (iii) and (iv) herein, all Persons filing a registration or registering a claim shall concurrently provide notice to the Receiver.

#### **NO INTERFERENCE WITH THE RECEIVER**

11. THIS COURT ORDERS that no Person shall discontinu~~e~~, 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 in relation to the Property, without written consent of the Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services in relation to the Property, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, accounting services, insurance, transportation services, utility, construction management services, project management services, permit and planning services, or other services to the Debtor are hereby 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 that 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.

13. THIS COURT ORDERS that no Person shall cancel any permit or licence in relation to the Property without the Receiver's consent.

#### RECEIVER TO HOLD FUNDS

14. THIS COURT ORDERS that 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

15. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor and the Debtor shall remain solely responsible for all obligations in respect of such employees. The Receiver shall not be deemed to be a successor employer and shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.



**PIPEDA**

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall 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**

17. THIS COURT ORDERS that nothing herein contained 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 respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, *The Environment Act* (Manitoba), *The Water Resources Conservation Act* (Manitoba), *The Contaminated Sites Remediation Act* (Manitoba), *The Dangerous Goods Handling and Transportation Act* (Manitoba), *The Public Health Act* (Manitoba) or *The Workplace Safety and Health Act* (Manitoba), and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. 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 it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

18. THIS COURT ORDERS that 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 for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. 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

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that 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.

20. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of this Court, but nothing herein shall fetter this Court's discretion to refer such matters to a Master of this Honourable Court.

21. THIS COURT ORDERS that 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**

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby 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 \$12,254,661.90 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it 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 hereby 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.

23. THIS COURT ORDERS that 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.

24. THIS COURT ORDERS that the Receiver is at liberty and 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.

25. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court 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.

#### **SERVICE AND NOTICE**

26. THIS COURT ORDERS that the Applicant and the Receiver be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile or electronic transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

27. THIS COURT ORDERS that counsel for the Receiver shall prepare and keep current a service list ("**Service List**") containing the name and contact information (which may include the address, telephone number and facsimile number or email address) for service to: the Applicant; the Receiver; and each creditor or other interested Person who has sent a request, in writing, to counsel for the Receiver to be added to the Service List. The Service List shall indicate whether each Person on the Service List has elected to be served by email or facsimile, and failing such election the Service List shall indicate service by email. The Service List

shall be posted on the website of the Receiver at the address indicated in paragraph 28 herein. For greater certainty, creditors and other interested Persons who have received notice of this Order and who do not send a request, in writing, to counsel for the Receiver to be added to the Service List, shall not be required to be further served in these proceedings.

28. THIS COURT ORDERS that the Applicant, the Receiver, and any party on the Service List may serve any court materials in these proceedings by facsimile or by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Receiver may post a copy of any or all such materials on its website at [www.kpmg.com/ca/bokharidevelopment](http://www.kpmg.com/ca/bokharidevelopment) . Service shall be deemed valid and sufficient if sent in this manner.

#### **GENERAL**

29. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

30. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

31. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and

administrative bodies are hereby 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.

32. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that 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.

33. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a solicitor-client basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

34. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

August 29, 2023

**G.L. CHARTIER**

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I, ROSS A. MCFADYEN OF THE FIRM OF THOMPSON DORFMAN SWEATMAN  
LLP HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENTS AS TO FORM  
OF THE FOLLOWING PARTIES: KPMG INC., AS DIRECTED BY THE  
HONOURABLE JUSTICE EDMOND.



**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that KPMG Inc., the receiver and manager (the "Receiver") of the assets, undertakings and properties Bokhari Development Inc. comprising, located at, arising from, or in any way relating to the property commonly known as 1801 – 1825 Park Drive in Portage la Prairie, Manitoba , including the development of the project (the "Project") located thereon and all proceeds thereof (collectively, the "Property") appointed by Order of The Court of King's Bench, Winnipeg Centre (the "Court") dated the 29<sup>th</sup> day of August, 2023 (the "Order") made in an action having Court file number CI 23-01-42328, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ 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 \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ 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 such 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 \*\*\*, \*\*\*.

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 so as 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 in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

KPMG Inc., solely in its capacity as Receiver  
of the Property, and not in its personal  
capacity

Per: \_\_\_\_\_  
Name:  
Title:

# STATUS OF TITLE

Title Number **3015541/3**  
Title Status **Accepted**  
Client File **217717 (Bokhari)**



## 1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

**BOKHARI DEVELOPMENT INC.**

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

LOTS 1 AND 2 BLOCK 1 PLAN 1810 PLTO  
EXC ALL MINES AND MINERALS VESTED IN THE  
CROWN (MANITOBA) BY THE REAL PROPERTY ACT  
IN RL 56 AND 57 PARISH OF PORTAGE LA PRAIRIE

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

## 2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**  
Registration Number: **33684/3**  
Instrument Status: **Accepted**  
  
Registration Date: **1966-07-21**  
From/By: **THE MANITOBA TELEPHONE SYSTEM**  
To:  
  
Amount:  
Notes: **LOT 1**  
Description: **No description**

This is Exhibit E referred to in the  
Affidavit of Jennifer M. Hurs  
sworn before me this 10<sup>th</sup>  
day of June, 2024  
[Signature]  
A Commissioner for Oaths  
in and for the Province of Manitoba  
My Commission Expires 05.17.25

Instrument Type: **Caveat**  
Registration Number: **38556/3**  
Instrument Status: **Accepted**  
  
Registration Date: **1978-07-10**  
From/By: **MANITOBA HYDRO ETAL**  
To:  
  
Amount:  
Notes: **No notes**  
Description: **No description**

**Instrument Type:** Caveat  
**Registration Number:** 39479/3  
**Instrument Status:** Accepted

**Registration Date:** 1979-11-01  
**From/By:** MANITOBA TELEPHONE SYSTEM  
**To:**

**Amount:**  
**Notes:** No notes  
**Description:** No description

---

**Instrument Type:** Easement  
**Registration Number:** 1164848/3  
**Instrument Status:** Accepted

**Registration Date:** 2013-11-26  
**From/By:** MTS INC.  
**To:**

**Amount:**  
**Notes:** SLY 5.0 METRES PERP  
**Description:** STATUTORY EASEMENT

---

**Instrument Type:** Caveat  
**Registration Number:** 1202806/3  
**Instrument Status:** Accepted

**Registration Date:** 2019-07-10  
**From/By:** THE CITY OF PORTAGE LA PRAIRIE  
**To:**

**Amount:**  
**Notes:** No notes  
**Description:** Dev. Agreement pursuant to sec. 150 of The Planning Act

**Instrument Type:** Mortgage  
**Registration Number:** 1217450/3  
**Instrument Status:** Accepted

**Registration Date:** 2021-09-14  
**From/By:** BOKHARI DEVELOPMENT INC.  
**To:** PEOPLES TRUST COMPANY

**Amount:** \$32,815,800.00  
**Notes:** No notes  
**Description:** No description

---

**Instrument Type:** Caveat  
**Registration Number:** 1217451/3  
**Instrument Status:** Accepted

**Registration Date:** 2021-09-14  
**From/By:** PEOPLES TRUST COMPANY  
**To:** Jennifer M. McKinnon as agent

**Amount:**  
**Notes:** No notes  
**Description:** Assignment of Rents and Leases

---

**Instrument Type:** Personal Property Security Notice  
**Registration Number:** 1217452/3  
**Instrument Status:** Accepted

**Registration Date:** 2021-09-14  
**From/By:** Peoples Trust Company  
**To:** Jennifer M. McKinnon as agent

**Amount:**  
**Notes:** No notes  
**Description:** No expiry (Fixtures & Payments under a lease)

**Instrument Type:** Builders Lien  
**Registration Number:** 1229156/3  
**Instrument Status:** Accepted

**Registration Date:** 2023-07-07  
**From/By:** 6332189 Manitoba Ltd.  
**Against:** BOKHARI DEVELOPMENT INC.

**Amount:** \$2,573,550.00  
**Notes:** No notes  
**Description:** No description

**INSTRUMENTS THAT AFFECT THIS INSTRUMENT**

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1230350/3	Request To Issue Notice	Entered

---

**Instrument Type:** Builders Lien  
**Registration Number:** 1229581/3  
**Instrument Status:** Accepted

**Registration Date:** 2023-07-27  
**From/By:** Golden Heating and Cooling Ltd.  
**Against:** Bokhari Development Inc.

**Amount:** \$223,898.00  
**Notes:** No notes  
**Description:** No description

---

**Instrument Type:** Builders Lien  
**Registration Number:** 1229706/3  
**Instrument Status:** Accepted

**Registration Date:** 2023-08-02  
**From/By:** Raycan Exteriors Inc.  
**Against:** Bokhari Development Inc.

**Amount:** \$116,340.00  
**Notes:** No notes  
**Description:** No description

**Instrument Type:** Easement  
**Registration Number:** 1229968/3  
**Instrument Status:** Accepted

**Registration Date:** 2023-08-17  
**From/By:** Bokhari Development Inc.  
**To:** TheManitoba Hydro-Electric Board, Bell Canada & Shaw...

**Amount:**  
**Notes:** No notes  
**Description:** Statutory Easement

---

**Instrument Type:** Builders Lien  
**Registration Number:** 1230321/3  
**Instrument Status:** Accepted

**Registration Date:** 2023-09-08  
**From/By:** Meridian Hauling Ltd.  
**Against:** Bokhari Development Inc.

**Amount:** \$9,496.01  
**Notes:** No notes  
**Description:** No description

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**Instrument Type:** Request To Issue Notice  
**Registration Number:** 1230350/3  
**Instrument Status:** Entered

**Registration Date:** 2023-09-13  
**From/By:** BOKHARI DEVELOPMENT INC.  
**To:**

**Amount:**  
**Notes:** No notes  
**Description:** No description



**Instrument Type:** Builders Lien  
**Registration Number:** 1230399/3  
**Instrument Status:** Accepted

**Registration Date:** 2023-09-14  
**From/By:** Sirius Protection and Security Services Inc.  
**Against:** BOKHARI DEVELOPMENT INC.

**Amount:** \$106,435.22  
**Notes:** No notes  
**Description:** No description

---

**Instrument Type:** Notice Of Appt. Of A Receiver/Mgr  
**Registration Number:** 1230463/3  
**Instrument Status:** Accepted

**Registration Date:** 2023-09-18  
**From/By:** KPMG Inc.  
**To:**

**Amount:**  
**Notes:** No notes  
**Description:** No description

---

**Instrument Type:** Caveat  
**Registration Number:** 1230464/3  
**Instrument Status:** Accepted

**Registration Date:** 2023-09-18  
**From/By:** KPMG INC.  
**To:** ANJALI SANDHU as agent

**Amount:**  
**Notes:** No notes  
**Description:** Equitable Mortgage

**Instrument Type:** Builders Lien  
**Registration Number:** 1230609/3  
**Instrument Status:** Accepted

**Registration Date:** 2023-09-27  
**From/By:** Burke William Rosentreter  
**Against:** BOKHARI DEVELOPMENT INC.

**Amount:** \$24,287.76  
**Notes:** No notes  
**Description:** No description

**Instrument Type:** Builders Lien  
**Registration Number:** 1230610/3  
**Instrument Status:** Accepted

**Registration Date:** 2023-09-27  
**From/By:** Neeraj Kumar  
**Against:** Against: Bokhari Development inc.

**Amount:** \$18,375.84  
**Notes:** No notes  
**Description:** No description

**3. ADDRESSES FOR SERVICE**

BOKHARI DEVELOPMENT INC.  
28 - 1 Snow Street  
Winnipeg MB  
R3T 2M4

**4. TITLE NOTES**

Refer all dealings with this title to the District Registrar. See in particular paragraphs 9 and 10 of the Order (Appointing Receiver) registered as Instrument Number 1230463/3

**5. LAND TITLES DISTRICT**

Portage

**6. DUPLICATE TITLE INFORMATION**

Duplicate not produced

<b>7. FROM TITLE NUMBERS</b>
2687723/3      All
<b>8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS</b>
No real property application or grant information
<b>9. ORIGINATING INSTRUMENTS</b>
Instrument Type: <b>Transfer Of Land</b>
Registration Number: <b>1202805/3</b>
Registration Date:         2019-07-10
From/By:                    THE CITY OF PORTAGE LA PRAIRIE
To:                            BOKHARI DEVELOPMENT INC.
Consideration:             \$259,700.00
<b>10. LAND INDEX</b>
Lot 1 Block 1 Plan 1810 RL 56 & 57 PLAP EXC RES
Lot 2 Block 1 Plan 1810 RL 56 & 57 PLAP EXC RES

**CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 3015541/3**