

File No. CI 23-01-42328

**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.

**DISTRIBUTION, ANCILLARY MATTERS
AND DISCHARGE ORDER**

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File No. 0088420.00003

THE KING'S BENCH
Winnipeg Centre

THE HONOURABLE

)

WEDNESDAY, THE 11TH

MR. JUSTICE CHARTIER

)

)

DAY OF JUNE, 2025

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.

DISTRIBUTION, ANCILLARY MATTERS AND DISCHARGE ORDER

THIS MOTION, made by KPMG Inc. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and property of 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 located thereon and all proceeds thereof (collectively, the “**Property**”) for an order, *inter alia*, authorizing the holdback of certain funds, approving certain proposed distributions, sealing the confidential supplement (“**Confidential Supplement**”) to the Fourth Report (“**Fourth Report**”) of the Receiver each dated June 5, 2025, approving the actions of the Receiver, approving the fees and disbursements and estimated fees and disbursements of the Receiver and its counsel, and discharging the Receiver, was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the First Report of the Receiver dated November 16, 2023, the Second Report of the Receiver dated November 27, 2024, the Third Report of the Receiver dated January 23, 2025, the Supplement to the Third Report of the Receiver dated January 29, 2025, the Fourth Report and the Confidential Supplement, and on hearing the submissions of counsel for the

Receiver, counsel for Peoples Trust Company, counsel for Erickson Heights Ltd. and 10043896 Manitoba Ltd., and counsel for 6332189 Manitoba Ltd., and appearing on a watching brief, Burke William Rosentreter and Neeraj Kumar, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Brittany Chapdelaine sworn June 10, 2025 filed.

Approval of Distributions and Payments

1. THIS COURT ORDERS that the Receiver is authorized and directed to make the following payments and/or distributions:

- a. A commission to Colliers International Group Inc. in the amount set out in the Broker Engagement Letter attached to the Second Report of the Receiver dated November 27, 2024;
- b. The sum of \$10,723,000 in aggregate to the Applicant, in repayment and full satisfaction of the Receiver's borrowings certificates issued pursuant to the terms of the Receivership Order pronounced by the Honourable Mr. Justice Chartier in these proceedings on August 29, 2023 (the "**Receivership Order**");
- c. An interim distribution to the Applicant in the amount of \$600,000;
- d. The accrued and unpaid expenses in the amount of approximately \$175,000 consisting of approximately (i) \$100,000 of accrued operating costs in respect of the Project Premises, and (ii) \$75,000 of accrued fees of the Receiver and the Receiver's Counsel (the "**Accrued Obligations**"); and
- e. The remaining costs, which includes the remaining operating and administrative expenses, and the Estimated Receiver Fees (as hereinafter defined).

2. THIS COURT ORDERS that upon completion of the remaining activities and prior to the filing of the Discharge Certificate (as hereinafter defined) the Receiver is authorized and directed to make a final distribution to the Applicant from the available cash on hand.

Sealing

3. THIS COURT ORDERS AND DECLARES that the Confidential Supplement be filed under seal, kept confidential and is not to form part of the public record, and shall remain stored electronically with this Court on an encrypted basis limiting access to only the Registrar of this Court and the presiding Judge, until:

- a. further order of the Court; or
- b. the sale transaction contemplated by the asset purchase agreement dated February 13, 2025, as amended by an Extension Agreement dated April 14, 2025, Amendment Agreement No. 2 dated May 9, 2025 and Amendment Agreement No. 3 dated May 12, 2025, between the Receiver in its capacity as Receiver of the Property, as vendor, and Erickson Heights Ltd., as purchaser, appended to the Confidential Supplement at Appendix "2" and appended to the Fourth Report in a redacted form as Appendix "A", has closed as evidenced by Receiver's Certificate filed with this Court;

whichever shall first occur, at which time the Confidential Supplement shall be unsealed and thereafter form part of the public record.

Approval of Activities

4. THIS COURT ORDERS that the Third Report of the Receiver dated January 23, 2025, the Supplement to the Third Report dated January 29, 2025, the Fourth Report and the Confidential Supplement and the activities and actions of the Receiver as described therein, including the Receiver's Statement of Receipts and Disbursements be approved.

Approval of Fees

5. THIS COURT ORDERS that the fees and disbursements of the Receiver from October 1, 2024 to April 30, 2025, the fees and disbursements of its legal counsel from October 16, 2024 to

May 31, 2025, and the fees and disbursements incurred by the Receiver and its counsel thereafter (the “**Estimated Receiver Fees**”) are hereby approved, without the need of a formal passing of accounts.

Unclaimed Container

6. THIS COURT ORDERS AND DECLARES that the shipping container left on the Premises by 6332189 Manitoba Ltd. (the “**Unclaimed Container**”) shall be deemed abandoned by 6332189 Manitoba Ltd., and that the Unclaimed Container shall be Property under the Receivership Order, and the Receiver may deal with it in accordance with the powers granted to it by the Orders of this Court, unless on or before June 20, 2025: (i) the Unclaimed Container is removed from the Premises by 6332189 Manitoba Ltd.; and (ii) 6332189 Manitoba Ltd. executes and delivers to the Receiver all documentation deemed necessary by the Receiver to release the Unclaimed Container to 6332189 Manitoba Ltd.

Discharge and Release of Receiver

7. THIS COURT ORDERS that upon distributions and payments of the amounts set out in paragraphs 2 and 3 hereof and upon the Receiver filing a certificate (the “**Discharge Certificate**”) substantially in the form attached hereto as **Schedule A** to this Order certifying that it has completed the other activities described in the Fourth Report, the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtor, including the filing of income tax and GST returns, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of KPMG Inc. in its capacity as Receiver.

8. THIS COURT ORDERS AND DECLARES that KPMG Inc. is hereby released and discharged from any and all liability that KPMG Inc. now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of KPMG Inc. while acting in its capacity as Receiver herein and to the date hereof, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, KPMG Inc. is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings to date, save and except for any gross negligence or wilful misconduct on the Receiver's part.

9. THIS COURT ORDERS AND DECLARES that the Receiver shall, at least seven calendar days prior to the filing of the Discharge Certificate, provide notice to the Service List in these proceedings of the Receiver's intention to file the Discharge Certificate, and that upon the filing of the Discharge Certificate, absent any party filing a motion seeking the leave of this Court to commence a proceeding or enforcement process against the Receiver and serving it on the Receiver in respect of the acts or omissions of KPMG Inc. while acting in its capacity as Receiver following the date of this Order, KPMG Inc. is hereby released and discharged from any and all liability that KPMG Inc. may have by reason of, or in any way arising out of, the acts or omissions of KPMG Inc. while acting in its capacity as Receiver based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or following the pronouncement date of this Order, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, KPMG Inc. is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings as at the date of its discharge, save and except for any gross negligence or wilful misconduct on the Receiver's part.

10. THIS COURT ORDERS AND DECLARES that no action or other proceeding shall be commenced against the Receiver, including its officers, directors, employees, solicitors and agents and assigns in any way arising from or related to its capacity or conduct as Receiver,

except with prior leave of this Court on notice to the Receiver, and upon such terms as this Court may direct.

DATE: _____

G.L.
Chartier

Digitally signed
by G.L. Chartier
Date: 2025.08.21
08:34:34 -05'00'

Chartier, J.

I, ANJALI SANDHU, OF THE FIRM OF MLT AIKINS LLP HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENTS AS TO FORM OF THE FOLLOWING PARTIES:

Ross McFadyen of Thompson Dorfman Sweatman LLP, counsel for Peoples Trust Company

Kalev Anniko of Fillmore Riley LLP, counsel for Erickson Heights Ltd. and 10043896 Manitoba Ltd.

Tom Frohlinger, of PKF Lawyers, counsel for 6332189 Manitoba Ltd.

AS DIRECTED BY THE HONOURABLE MR. JUSTICE CHARTIER

**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.

RECEIVER'S DISCHARGE CERTIFICATE

A. KPMG Inc. was appointed receiver and manager (the "**Receiver**") of the assets, undertakings and property of 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 located thereon and all proceeds thereof pursuant to an Order of the Court of King's Bench dated August 29, 2023;

B. Pursuant to the Discharge Order of this Court pronounced June 11, 2025 ("**Discharge Order**") the Receiver has paid out any net realizations as directed by the Discharge Order, has completed the outstanding activities described in the Fourth Report, and has completed the administration of the Debtor's estate;

C. Unless otherwise indicated the Receiver's Certificate shall have the same meaning as given to them in the Discharge Order.

THE RECEIVER CERTIFIES the following:

1. The Receiver has paid the net proceeds in accordance with the Discharge Order and in particular:

[INSERT PARTICULARS OF PAY OUT]

2. The Receiver has completed the outstanding activities described in the Fourth Report and completed its administration of the Debtor's estate.

DATED at [city], [province], this ____ day of _____, 202__.

KPMG INC., in its capacity as Receiver of the assets, undertakings and property of 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 located thereon and all proceeds thereof

Per: _____
Name:
Title: