

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.

NOTICE OF MOTION
(SALE APPROVAL AND VESTING, DISTRIBUTION AND DISCHARGE)
HEARING DATE: WEDNESDAY, JUNE 11, 2025 AT 9 A.M.
BEFORE THE HONOURABLE MR. JUSTICE CHARTIER

MLT AIKINS LLP
Barristers and Solicitors
30th Floor – 360 Main Street
Winnipeg, MB R3G 4G1

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File No. 0088420.00003

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.

NOTICE OF MOTION

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 (the “**Project**”) located thereon and all proceeds thereof (collectively, the “**Property**”) will make a motion before the Honourable Mr. Justice Chartier on Wednesday, the 11th day of June, 2025 at 9 o'clock in the forenoon or as soon after that time as the motion can be heard, at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

THE MOTION IS FOR two Orders pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), Section 55 of *The Court of King’s Bench Act*, C.C.S.M. c. C280 and the inherent jurisdiction of this Honourable Court,

1. Substantially in the form attached hereto as **Schedule “1”** (the “**Sale Approval and Vesting Order**”):
 - a. Validating or otherwise abridging the time for service of this Notice of Motion and the materials related thereto such that this motion is properly returnable on the stated hearing date and dispensing with further service thereof.
 - b. Approving the sale transaction (the “**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 (together, the “**Sale Agreement**”), between the Receiver in its capacity as Receiver of the Property, as vendor, and Erickson Heights Ltd. (the “**Purchaser**”), as purchaser, and appended to the Confidential Supplement of the Fourth Report of the Receiver dated June 5, 2025 (the “**Confidential Supplement**”) at Appendix “2” and appended to the Fourth Report of the Receiver dated June 5, 2025 (the “**Fourth Report**”) in a redacted form as Appendix “A”;
 - c. Approving and authorizing the execution of the Sale Agreement by the Receiver and the taking any additional steps and the executing such additional documents by the Receiver as may be necessary or desirable for completion of the Transaction contemplated therein;

- d. Vesting in the Purchaser, upon the delivery of a Receiver's Certificate, all of the Receiver's and the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**") free and clear of any claims and encumbrances, except permitted encumbrances, all as set out in the proposed Sale Approval and Vesting Order; and
 - e. Declaring that the net proceeds of the Sale Agreement will stand in the place of the Purchased Assets, and that the same priority in respect to the Purchased Assets will remain as if they had not been sold.
2. An Order, substantially in the form attached hereto as **Schedule "2"** (the "**Distribution, Ancillary Matters and Discharge Order**"):
- a. Approving and authorizing the payment of the Commission, the Receiver's Borrowings, the Interim Distribution, the Accrued Obligations and the Remaining Costs (as each are defined in the Fourth Report) by the Receiver, after retention of the Receiver's Holdback;
 - b. Approving and authorizing the payment of the Final Distribution (as defined in the Fourth Report) by the Receiver, after the completion of the remaining activities and prior to the filing of a Discharge Certificate (as hereinafter defined);
 - c. Sealing the Confidential Supplement;
 - d. Approving the Third Report of the Receiver dated January 23, 2025 (the "**Third Report**"), the Supplement to the Third Report dated January 29, 2025 (the "**Third Supplement**"), 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;
- e. Approving the fees and disbursements of the Receiver (the "**Receiver Fees**") from October 1, 2024 to April 30, 2025, the fees and disbursements of its legal counsel (the "**Legal Fees**") from October 16, 2024 to May 31, 2025, and the Estimated Receiver Fees (as defined in the Fourth Report and hereafter the "**Estimated Receiver Fees**"), without the necessity of a formal passing of accounts. The Receiver Fees, Legal Fees, and the Estimated Receiver Fees are together referred to as the "**Fees**";
 - f. A declaration that the Unclaimed Container (as defined in the Fourth Report) is deemed abandoned by 6332189 Manitoba Ltd. and that the Unclaimed Container is Property under the Receivership Order (as hereinafter defined), and the Receiver may be deal with it in accordance with the powers granted to it by the Orders of this Court;
 - g. Providing that upon the filing of a Receiver's Discharge Certificate, the Receiver shall be discharged as Receiver of the Property, provided however, that notwithstanding its discharge the Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of KPMG Inc. in its capacity as Receiver;
 - a. Releasing and discharging the Receiver from any and all liability that the Receiver now has or may have hereafter by reason of, or in any way arising out of, the acts and/or omissions of the Receiver while acting in its capacity

- as Receiver herein, save and except for any gross negligence or willful misconduct on the Receiver's part; and
- b. Providing 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; and
3. Such further and other relief as the Honourable Court may deem just.

THE GROUNDS FOR THIS MOTION ARE:

1. By means of the Order (Appointing Receiver) of the Honourable Mr. Justice Chartier pronounced in these proceedings on August 29, 2023 (the "**Receivership Order**"), KPMG Inc. was appointed Receiver of the Property.

The APA

2. The Receivership Order empowered and authorized the Receiver to, *inter alia*, sell, convey, transfer, lease, or assign the Property, out of the ordinary course of business, with the approval of this Court in respect of any transaction in which the purchase price exceeds \$100,000.00, and to apply for a vesting order or other orders necessary to convey the Property (or any part thereof) to a purchaser, free and clear of any liens or encumbrances affecting such Property;
3. By Amended Order pronounced December 2, 2024 by the Honourable Mr. Justice Chartier, this Court, *inter alia*, approved of a sales process (the "**Sales Process**") in respect of the Property, and approved and authorized the engagement by the

Receiver of Colliers International Group Inc. as broker (the “**Broker**”) in respect of the Sales Process.

4. The Receiver engaged the Broker and implemented the Court-approved Sales Process, in accordance with this Court’s Order and as further described in the Fourth Report and the Confidential Supplement.
5. In addition to the reasons set out in the Fourth Report, the Receiver recommends the Sale Agreement and the sale of the Purchased Assets to the Purchaser for the following reasons:
 - a. Offers were obtained through the Court-approved Sales Process, which was carried out with the assistance of the Broker, and had integrity and efficacy;
 - b. The offer made by the Purchaser for the Purchased Assets is fair and reasonable;
 - c. The Receiver is of the view that the Sale Agreement and the Transaction contemplated therein is in the best interests of the Debtor and its stakeholders;
 - d. Sufficient effort has been made to obtain the best price for the Purchased Assets and the Receiver has not acted improvidently;
 - e. There has been no unfairness in the working out of the Sales Process; and
 - f. Peoples Trust Company (“**Peoples**”), the only mortgage holder, supports the transaction.

6. The Sales Process was conducted in a fair, transparent and reasonable manner, and has succeeded in obtaining a reasonable value for the Purchased Assets from a purchaser capable of closing the transaction.
7. Court approval of the Sale Agreement is a condition precedent to the closing of the Transaction.

Receiver's Holdback and Distributions/Payments

8. The Receiver's Holdback is reasonable and necessary to allow the Receiver to complete the administration of the receivership estate.
9. The proposed distributions and payments reflect the respective priority claims against the Property as set out in further detail the Fourth Report.
10. The Receiver obtained an independent legal opinion from MLT Aikins LLP as to the validity and enforceability of Peoples' security against the Property.

Sealing Order

11. The Confidential Report contains sensitive commercial information, and a sealing order is necessary as there is a real and substantial risk of harm to the interests of stakeholders in this proceeding in the event such sensitive information is disclosed in advance of the completion of the Transaction.
12. The requested sealing order is necessary to prevent the said risk and there are no reasonable alternative measures available to prevent this risk.
13. The benefits of granting the requested sealing order outweigh any negative effects.

Receiver's Reports and Activities

14. An Order approving the activities of the Receiver to date, inclusive of the Receiver's Statement of Receipts and Disbursements as outlined in the Third

Report, the Third Supplement, the Fourth Report, and the Fourth Supplement is necessary, appropriate and in accordance with the standard practice of the Court in Court-supervised receivership proceedings.

Accounts of the Receiver and Counsel

15. Paragraph 19 of the Receivership Order provides that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements.
16. Paragraph 20 of the Receivership Order provides that the Receiver and its legal counsel shall pass their accounts from time to time.
17. The Fees are in each case reasonable and in each case at the standard rates and charges.

Unclaimed Container

18. 6332189 Manitoba Ltd. (“**Gateway**”) provided sufficient proof of ownership for one shipping container (the “**Unclaimed Container**”).
19. Despite repeated efforts by Receiver since at least February 2025 to coordinate a time and date for Gateway to retrieve the Unclaimed Container, to date, Gateway has failed to retrieve the Unclaimed Container.
20. On May 30, 2025, Gateway was provided notice by the Receiver that if the Unclaimed Container is not retrieved by June 10, 2025, it would be considered abandoned property and the Receiver would seek an Order of this Court such that it would be free to deal with it as Property under the Receivership Order.

Discharge

21. As set out in the Fourth Report, subject to the closing of the Sale Agreement and Transaction contemplated therein, the payment of the proposed distributions and

payment, and, *inter alia*, (i) the Receiver's continued monitoring of the payout of certain holdback funds that were paid by the Debtor in respect of the Project; (ii) attending to various outstanding tax-related matters; (iii) releasing the interest earned on the Contractor Holdback to the Contractor (each as defined in the Fourth Report); (iv) the closing of the Receiver's estate trust accounts; and (v) any incidental tasks that may be required in connection with concluding these proceedings, the administration of these receivership proceedings are substantially complete, and it is therefore appropriate for the Receiver to apply for its discharge.

22. *The Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, s. 243.
23. *The Court of King's Bench Act*, C.C.S.M. c. C280, ss. 37(1), 55 and 77(1).
24. *The Court of King's Bench Rules*, Man. Reg. 553/88, as amended, Rules 2.03, 3.02, 16 and 37.
25. Rules 3, 11 and 13 of the *Bankruptcy and Insolvency General Rules*, C.R.C. c. 368, as amended
26. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. Receivership Order;
2. The Third Report;
3. The Third Supplement;
4. The Fourth Report of the Receiver, to be filed;

5. The Confidential Supplement to the Fourth Report of the Receiver, to be filed; and
6. Such further and other evidence as counsel may advise and this Honourable Court may permit.

June 5, 2025

MLT AIKINS LLP
Barristers and Solicitors
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Winnipeg, Manitoba R3C 4G1
Attn: J.J. Burnell/Anjali Sandhu
Telephone: 204-957-4663/4760
Facsimile No.: 204-957-0840

TO: THE ATTACHED SERVICE LIST

Schedule "1"

**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.

SALE APPROVAL AND VESTING ORDER

MLT AIKINS LLP

Barristers and Solicitors

30th Floor – 360 Main Street

Winnipeg, MB R3G 4G1

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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.

APPROVAL AND VESTING 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 approving the sale transaction (the "**Transaction**") contemplated by an 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 (together, the "**Sale Agreement**"), between the Receiver in its capacity as Receiver of the Property, as vendor, and Erickson Heights Ltd. (the "**Purchaser**"), as purchaser, appended to the Confidential Supplement of the Fourth Report of the Receiver dated June 5, 2025 (the "**Confidential Supplement**") at Appendix "2" and appended to the Fourth Report of the Receiver dated June 5, 2025 (the "**Fourth Report**") in a redacted form as Appendix "A", and vesting in the Purchaser the Receiver's and the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), 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, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

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

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Receiver's and the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Chartier dated August 29, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to *The Personal Property Security Act* (Manitoba) or any other personal property registry system; and (iii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"**) and, for greater certainty, this Court orders that all

of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that upon the registration in the Portage la Prairie Land Titles Office (“**PLTO**”) of a Transmission in the form prescribed by *The Real Property Act* (Manitoba) duly executed by the Purchaser, and accompanied by a certified true copy of this Order, title to the real property identified in **Schedule "B"** hereto (the “**Real Property**”) shall vest in the Purchaser subject to all instruments registered on title at that time, other than those described in Schedule C”, and the District Registrar is hereby directed to issue title accordingly.

5. THIS COURT ORDERS that this Order shall be accepted by the District Registrar notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver’s Certificate, forthwith after delivery thereof.

8. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable

transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct or action other than in good faith pursuant to any applicable federal or provincial legislation.

9. 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.

Date: June ____, 2025

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:

AS DIRECTED BY THE HONOURABLE MR. JUSTICE CHARTIER

Schedule A – Form of Receiver’s Certificate

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.

RECEIVER’S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Mr. Justice Chartier of the Manitoba Court of King’s Bench (the “**Court**”) dated August 29, 2023, KPMG Inc. was appointed as the 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**”).
- B. Pursuant to an Order of the Court pronounced June 11, 2025, the Court approved 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 (together, the “**Sale Agreement**”), between the Receiver in its capacity as Receiver of the Property, as vendor, and Erickson Heights Ltd. (the “**Purchaser**”), as purchaser, appended to the Confidential Supplement of the Fourth Report of the Receiver dated June 5, 2025 (the “**Confidential**”).

Supplement") at Appendix "2" and appended to the Fourth Report of the Receiver dated June 5, 2025 (the "**Fourth Report**") in a redacted form as Appendix "A", and provided for the vesting in the Purchaser of the Receiver's and the Debtor's right, title and interest in and to the purchased assets (the "**Purchased Assets**"), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

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:

Schedule B – Real Property

Real Property:

Title No. 3015541/3

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 “**Lands**”)

Schedule C – Claims to be deleted and expunged from title to Real Property

- Mortgage No. 1217450/3 to Peoples Trust Company in the amount of \$32,815,800.00
- Caveat No. 1217451/3 (Assignment of Rents and Leases)
- Personal Property Security Notice No. 1217452/3 (Fixtures and Payments under a Lease)
- Builders Lien No. 1229156/3 by 6332189 Manitoba Ltd. in the amount of \$2,573,550.00
 - Request to Issue Notice No. 1230350/3 by Bokhari Development Inc.
- Builders Lien No. 1229581/3 by Golden Heating and Cooling Ltd. in the amount of \$223,898.00
- Builders Lien No. 1229706/3 by Raycan Exteriors Inc. in the amount of \$116,340.00
- Builders Lien No. 1230321/3 by Meridian Hauling Ltd. in the amount of \$9,496.01
- Builders Lien No. 1230399/3 by Sirius Protection and Security Services Inc. in the amount of \$106,435.22
- Notice of Appt. Of A Receiver/Mgr No. 1230463/3 by KPMG Inc.
- Caveat No. 1230464/3 by KPMG Inc. (Equitable Mortgage)
- Builders Lien No. 1230609/3 by Burke William Rosentreter in the amount of \$24,287.76
- Builders Lien No. 1230610/3 by Neeraj Kumar in the amount of 18,375.84

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

- Caveat No. 33684/3 by The Manitoba Telephone System
- Caveat No. 38556/3 by Manitoba Hydro Etal
- Caveat No. 39479/3 by Manitoba Telephone System
- Easement No. 1164848/3 by MTS Inc.
- Caveat No. 1202806/3 by The City of Portage la Prairie (Dev. Agreement pursuant to sec. 150 of The Planning Act)
- Easement No. 1229968/3 to The Manitoba Hydro-Electric Board, Bell Canada & Shaw

Schedule "2"

**THE KING'S BENCH
WINNIPEG CENTRE**

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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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Winnipeg Centre

THE HONOURABLE

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WEDNESDAY, THE 11TH

MR. JUSTICE CHARTIER

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DAY OF JUNE, 2025

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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, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] 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**”) is deemed abandoned by 6332189 Manitoba Ltd., and that the Unclaimed Container is 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.

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: _____

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:

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:

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.

SERVICE LIST
As at May 16, 2025

Thompson Dorfman Sweatman LLP
Barristers and Solicitors
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(Matter No. 0203716 MAC)
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