

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.

ORDER

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File No. 0088420.00003

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THE HONOURABLE MR.) THURSDAY, THE 30th
)
JUSTICE CHARTIER) DAY OF JANUARY, 2025

BETWEEN:

PEOPLES TRUST COMPANY,

Applicant,

-and-

BOKHARI DEVELOPMENT INC.,

Respondent.

ORDER

THESE MOTIONS, made by 6332189 Manitoba Ltd. ("**Gateway**") and SLK Contracting Ltd. ("**SLK**") were heard this day at the Law Courts Building at 408 York Avenue, in the City of Winnipeg, in the Province of Manitoba.

ON READING the First Report dated November 16, 2023 of KPMG Inc., the Court-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 (the “**Project Premises**”), including the development of the project located thereon and all proceeds thereof (collectively, the “**Property**”) pursuant to the Order (Appointing Receiver) pronounced August 29, 2023 in these proceedings (the “**Receivership Order**”), the Second Report of the Receiver dated November 27, 2024 (the “**Second Report**”), the Third Report of the Receiver dated January 23, 2025 (the “**Third Report**”), the Supplement to the Third Report of the Receiver dated January 29, 2025, the Affidavit of Karampal Sandhu affirmed December 9, 2024, the Affidavit of Karampal Sandhu affirmed January 22, 2025, the Affidavit of Robert Peltonen affirmed January 8, 2025 (the “**Peltonen Affidavit**”) and the Supplementary Affidavit of Robert Peltonen affirmed January 16, 2025, and on hearing the submissions of counsel for Gateway, counsel for SLK, and counsel for the Receiver, no one else appearing although duly served as appears from the Affidavits of Brittany Chapdelaine both sworn January 29, 2025, no Affidavit of Service was filed by Gateway or SLK.

1. THIS COURT ORDERS that the Motion of Gateway is hereby dismissed.
2. THIS COURT ORDERS AND DECLARES that the Materials and Equipment (as defined in the Second Report) claimed in the Unresolved Gateway Property Claim (as defined in the Third Report) (the “**Unsubstantiated Property**”) are Property under the Receivership Order, and the Receiver is free to deal with the Unsubstantiated Property in accordance with the powers granted to it by the Orders of this Court.
3. THIS COURT ORDERS that the SLK Property Claim (as defined in the Second Report) is allowed to the extent of the materials itemized in the invoice and packing slips attached as Exhibits “B” and “C” to the Peltonen Affidavit, respectively and to the extent

that the said materials are located on the Project Premises (together the “**SLK Proven Materials**”).

4. THIS COURT ORDERS that the Claims Bar Deadline (as defined in the Amended Order pronounced December 2, 2024 in these proceedings) shall be waived in respect of the SLK Proven Materials.

5. THIS COURT AUTHORIZES the Receiver to provide authorized representatives of SLK with access to the Project Premises in order that the SLK Proven Materials may be retrieved by SLK at its own cost and that SLK shall have until February 28, 2025 to retrieve the SLK Proven Materials (the “**Retrieval Deadline**”), unless otherwise agreed with the Receiver.

6. THIS COURT ORDERS AND DECLARES that SLK’s access to the Project Premises shall be at a time to be coordinated at least five business days in advance with the Receiver, and SLK’s access to the Project Premises pursuant to this Order shall at all times be under the supervision of the Receiver or its representatives.

7. THIS COURT ORDERS AND DECLARES that the Receiver shall be free to deal with the Materials and Equipment (as defined in the Second Report) claimed in the SLK Property Claim (as defined in the Third Report), except the SLK Proven Materials in accordance with the powers granted to it by the Orders of this Court and that the Receiver shall be free to deal with the SLK Proven Materials left on the Project Premises after

February 28, 2025 (or such later time as agreed to by the Receiver) in accordance with the powers granted to it by the Orders of this Court.

_____, 2025

G.L.
Chartier

Digitally signed by
G.L. Chartier
Date: 2025.02.05
10:18:12 -06'00'

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:

Dale Beynon, D'Arcy & Deacon LLP, counsel for 6332189 Manitoba Ltd.

Gabrielle Lisi, Marr Finlayson Pollock LLP, counsel for SLK Contracting Ltd.

AS DIRECTED BY THE HONOURABLE MR. JUSTICE CHARTIER.