

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.

SALE APPROVAL AND VESTING ORDER

MLT AIKINS LLP

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

J.J. BURNELL / ANJALI SANDHU

Phone: (204) 957-4663 / (204) 957-4760

Fax: (204) 957-0840

File No. 0088420.00003

THE KING'S BENCH
Winnipeg Centre

THE HONOURABLE
MR. JUSTICE CHARTIER

)
)
)

WEDNESDAY, THE 11TH
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's nominee, 10043896 Manitoba Ltd. (the "**Nominee**") 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, counsel for Peoples Trust Company, counsel for the Purchaser and the Nominee, 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:

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 Nominee.
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 Nominee, 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 Nominee, 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 Nominee 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 Nominee 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

G.L.
Chartier



Digitally signed by
G.L. Chartier
Date: 2025.06.17
10:47:53 -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

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's nominee, 10043896 Manitoba Ltd. (the **"Nominee"**) 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