

**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 55 OF *THE KING'S BENCH ACT*, C.C.S.M. C. C280**

**BETWEEN:**

**STRIDE CREDIT UNION LIMITED,**

**Applicant,**

**and**

**7333651 MANITOBA LTD and 6844406 MANITOBA LTD.,**

**Respondents.**

**February 27, 2026**

**FIRST REPORT OF LAZER GRANT INC.,  
IN ITS CAPACITY AS THE COURT APPOINTED RECEIVER OF  
7333651 MANITOBA LTD & 6844406 MANITOBA LTD.**

**RECEIVER**

**LAZER GRANT INC.  
300-309 McDermot Avenue  
Winnipeg, MB R3A 1T3  
Collin J. LeGall, CPA, CMA, CIRP, LIT  
T: (204) 942-0300  
E: [clegall@lazergrant.ca](mailto:clegall@lazergrant.ca)**

**COUNSEL TO THE RECEIVER**

**Taylor McCaffery LLP  
Charles Roy  
2200 – 201 Portage Avenue  
Winnipeg, MB R3N 3L3  
E: [croy@tmlawyers.com](mailto:croy@tmlawyers.com)**

## **TABLE OF CONTENTS**

Introduction

Purpose of the Report

Terms of Reference

Background

Possession and Control of the Property

Activities of the Receiver

Assets

Sealing of the Confidential Report

Sales Process

Creditor Claims

Assignment of Contracts and Chose in Action

Fees and Disbursements of the Receiver and its Legal Counsel

Statement of Receipts and Disbursements

Proposed Distributions

Receiver's Recommendations

## **APPENDICES**

Appendix A - Receivership Order

Appendix B – Certificate of Amendment

Appendix C – Payout from the Applicant as of February 25, 2026

Appendix D – Property Assessment Report

Appendix E – Statement of Claim Court File No.CI24-01-47252

Appendix F - Listing Agreement with Century 21 Foxx Realty Ltd.

Appendix G – Redacted Offer to Purchase

Appendix H – Notice of Hearing, Orders from the Director of Employment Standards and Appeals under Case Nos. 224/25/ESC, 225/25/ESC, 226/25/ESC and 227/25/ESC

Appendix I – Receiver’s Fees and Disbursements

Appendix J – Receiver’s Legal Counsel Fees and Disbursements

Appendix K – Statement of Receipts and Disbursements as of February 25, 2026

## INTRODUCTION

1. By means of an Order (the “**Receivership Order**”) of the Honorable Justice Rempel of the Court of King’s Bench for Manitoba (the “**Court**”) digitally signed on October 10, 2025 (the “**Date of Receivership**”), Lazer Grant Inc. was appointed as the Receiver and Manager (the “**Receiver**”), without security, over all the assets, undertakings and properties of 7333651 Manitoba Ltd. and 6888406 Manitoba Ltd. (the “**Respondents**”) acquired for, or used in relation to a business carried on by the Respondents (the “**Property**”), including, but not limited to the lands and premises commonly known as Highway 1 and Yellowquill Trail, Portage La Prairie, Manitoba and legally described as: LOT 1 PLAN 1817 PLTO IN RL 22 PARISH OF PORTAGE LA PRAIRIE, Certificate of Title no. 2709171/3 in the Portage La Prairie Land Titles Office, including all proceeds thereof. A copy of the Receivership Order is attached hereto as **Appendix A**.

2. The Receiver’s powers are detailed in paragraph 3 of the Receivership Order which provides for the following, *inter alia*:

- a) take and maintain possession and control of the Property;
- b) receive, preserve and protect the Property including, but not limited to, changing the locks and engaging of independent security;
- c) manage, operate and carry on the business of the Respondents in connection with the Property;
- d) engage agents, managers and other such persons from time to time to assist with the exercise of the Receiver’s powers and duties;
- e) 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

Respondents, the Property or the Receiver, and to settle or compromise any such proceedings;

- f) 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;
- g) 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 \$500,000 or such greater amount as the Court may be further Order authorize (the “**Borrowing Facility**”).
- h) assign, surrender, renegotiate or terminate any lease or agreement related to the Property.

#### **PURPOSE OF THE REPORT**

3. This, the First Report of the Receiver (the “**First Report**”), is being filed to inform the Court as to the following:

- a) the activities of the Receiver since the Date of Receivership;
- b) details of the Respondents’ asset and liabilities including charges, security interests, and encumbrances registered against the Property; and
- c) summarize the efforts to sell the Property.

4. Furthermore, the First Report, along with the Confidential Supplement to the First Report dated January 25, 2026 (the “**Confidential Supplement**”), is being filed in support of the Receiver’s motion to this Honourable Court, currently returnable on March 4, 2026, seeking the following:

- a. an Order sealing the Confidential First Report;

- b. approval of the Offer of Purchase Agreement (as defined herein) for the sale of the Property;
- c. approval of the Assigned Accounts and Chose in Action (as defined herein);
- d. approval of the Receiver's Holdback (as defined herein)
- e. approval of the distribution of funds after payment of the accrued liabilities and retention of the Receiver's Holdback to the Applicant, Stride Credit Union Limited ("Stride"), on account of the Stride Indebtedness (as defined herein)
- f. approval of the payment of any amounts remaining from the Receiver's Holdback to Stride;
- g. approval of the reported activities of the Receiver since the Date of Receivership in respect of administering these receivership proceedings;
- h. approval of the fees and disbursements of the Receiver and its legal counsel;
- i. approval of the Receiver's Statement of Receipts and Disbursements for the period of October 10, 2025 to February 25, 2026; and
- j. an Order providing for the discharge of the Receiver.

## **TERMS OF REFERENCE**

5. In preparing this First Report, the Receiver has relied upon unaudited financial information, the books, and records of the Respondents and discussions with the former management, the Respondents' accountant and the stakeholders of the Respondents.

6. The financial information of the Respondents has not been audited, reviewed or otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this First Report may not disclose all significant matters about the

Respondents. Additionally, none of the Receiver's procedures were intended to detect defalcations or other irregularities. Accordingly, the Receiver does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this First Report. The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction, or use of this First Report. Any use which any party makes of this First Report or any reliance or decision to be made based on this First Report is solely the responsibility of such party.

7. Unless otherwise stated all monetary amounts contained in this Report are expressed in Canadian dollars.

8. Capitalized terms used in this First Report but not defined herein are as defined in the Receivership Order.

9. Certain commercially sensitive and confidential information has been redacted from this First Report and is included in the Confidential First Report, which the Receiver is requesting be sealed. This measure is to protect the interests of stakeholders and ensure that sensitive information remains secure until the Transaction contemplated by the Offer of Purchase Agreement (as defined herein) is completed.

## **BACKGROUND**

10. The Respondents, 7333651 Manitoba Ltd. ("**7333651**") and 6844406 Manitoba Ltd. ("**6844406**"), are corporations incorporated pursuant to the laws of Manitoba with their head office in Winnipeg, Manitoba.

11. 6844406 owns the Property located at Highway 1 and Yellowquill Trail, in Portage La Prairie, Manitoba. 7333651 carries on business operating a hotel on this property (the "**Premises**").

12. The Respondents formerly operated under the name Howard Johnson by Wyndham Portage La Prairie. On August 19, 2025, 6844406 filed a Certificate of Amendment changing its name to Portage La Prairie Inn Corp. Attached at **Appendix B** is a copy of the said Certificate of Amendment.

13. The Respondents revenues were solely generated from the operation of the hotel.

14. Stride is the principal secured lender to the Respondents in respect of the Property and holds first ranking security positions as against the Property. Stride holds a first mortgage over the real property and also has a first registered general security agreement against 7333651 and 6844406.

15. The Receiver is advised by Stride the at the current indebtedness due and owing as of February 25, 2026 is \$2,381,593.24 (the “**Stride Indebtedness**”). Attached at **Appendix C** is the payout from Stride as of February 25, 2026.

## **POSSESSION AND CONTROL OF THE PROPERTY**

16. On October 14, 2025, the Receiver attended at the Premises and took steps to take possession and control of the Respondents and the Property. This included, *inter alia*:

- a) attending the Premises with Boyd Bagnall from Stride, a security guard and locksmith to secure and re-key exterior doors;
- b) place Notices of Receivership on all exterior doors;
- c) met with the front desk staff and took steps to advise guests in the hotel and who had pending reservations that the Respondents were in Receivership and that any reservations were cancelled;
- d) coordinate the maintenance of all mechanical systems and the swimming pool; and
- e) gather all of the personal belongings of the principal of the Respondents.

17. As set out in the Monitor Report dated October 7, 2025, Aran Talwar (“**Talwar**”) CPA, CMA of Aren CPA Inc. held the book and records of the Respondents. The Receiver contacted Talwar and obtained access to the books and records and financial information that was available.

18. Immediately following its appointment, the Receiver arranged for property and liability insurance through Cansure. An insurance policy is in place until May 4, 2026.

19. The Receiver made arrangements with Boyd Bagnall from Stride for Mr. Bagnall to perform services as a property manager and assist the receiver in performing some onsite inspections and contacting local contractors if and when necessary.

20. On October 14, 2025, the Receiver cancelled all guest reservations. The hotel had the following guests occupying rooms:

- Room 101 – was being used by a maintenance staff. Security caught the guest trying to remove a TV. He was escorted off the property with his personal belongings.
- Room 103 – was being rented for the month ended on October 15, 2025. The guests refused to leave. Security was unsuccessful in asking them to leave. The electricity to the unit was turned off. The RCMP were called to obtain vacant possession.
- Room 104 – was being used by a front desk clerk. She agreed to work for the Receiver on a casual/ temporary basis to assist with cleaning up all areas of the hotel.
- Room 111 – The guests checked out at the request of the Receiver.

On or about October 17, 2025, there were no longer any guests at the hotel. The Receiver is not operating the business of the Respondents.

#### **ACTIVITIES OF THE RECEIVER**

21. Since the Date of Receivership, the Receiver has undertaken the following activities with respect to the Property:

- a) attended onsite to take possession and control of the Property;
- b) changed the locks on the Property;
- c) retained independent security to provide daily security of the Property;

- d) made arrangements with Boyd Bagnall from Stride to perform services as a property manager and take steps to monitor the Property and communicate with security and the Receiver, coordinating cleaning and address issues as they arose;
- e) confirmed that the Insurance policy remains in force and arranged for an extension of the property and liability insurance until May 4, 2026
- f) the Receiver continued the employment of the front desk clerk that was familiar with the hotel's operations and assisted with housekeeping and minor maintenance duties and was familiar with the front desk system and assisted with cancellation of all guest reservations;
- g) addressed non-satisfactory issues raised by the investigator after a fire safety inspection was conducted on October 27, 2025;
- h) met with and cooperated with Canda Revenue Agency trust examination of the Respondents' records to determine the extent of the obligations owed for source deductions and GST;
- i) gained access to payroll services complete the final payroll for all staff (T4s) and Records of Employment. The final payroll, which totalled \$6,885.70 was processed and paid. This amount included the work performed by the staff member that worked for the receiver on a temporary basis;
- j) continuing to investigate whether employees qualify for WEPPA and the Receiver will complete necessary paperwork;
- k) communications with former management and Stride;
- l) communications with legal counsel;
- m) coordinate with counsel for the insurer of the Respondents with respect to an ongoing court proceeding commenced regarding work done by Advanced Insulation Inc. on the roof of the building and return of the insurance deductible;
- n) preparing the Premises for potential sale;
- o) on February 10, 2025, the Receiver was contacted by the City of Portage La Prairie and advised of an exterior water main break in the front of the hotel. The Receiver

immediately coordinated a commercial contractor to excavate and repair the broken waterline. The cost of this repair is ongoing and is estimated at \$25,000;

- p) retained a real estate agent to market the Property for sale;
- q) negotiated the Offer to Purchase Agreement;
- r) prepared, reviewed and finalized this First Report and the Confidential Report

## **ASSETS**

22. The Receiver made inquiries with the front desk employee and accountant and was advised that there were no accounts receivable owed to the Respondents.

23. Cash Floats totalling \$1,542.55 and \$1,321.87 cash found in a guest room were collected and deposited into Stride which was applied against the outstanding loan balance owing.

24. The Receiver was only able to acquire minimal financial information. Accordingly, there is no book value for the Property.

25. The primary assets of the Respondents are the Land and Building. Accordingly, to the Portage La Prairie Assessment and Taxation Department, the 2025 assessment roll assessed the Property at \$2,513,900 as of April 1, 2023. The Tax Assessment is attached as **Appendix D**.

26. As of the date of this First Report, the only other assets that have been brought to the attention of the Receiver include the furniture and fixtures in the 61 guest rooms, recreations area, dining area, office furniture and front desk, including computers and related inventory, bedding and large kitchen and laundry applicants.

27. The Receiver became aware of an outstanding insurance claim regarding work done to the roof of the hotel in October 2016 and court proceedings that were commenced under Court File No. CI 24-01-47252 prior to the Date of Receivership. The Respondents' insurer accepted coverage and commenced an action under its subrogated rights. The

Receiver has been advised that the statement of claim filed in the action covers claims that that are not covered under the relevant insurance policy.

28. The insurance adjuster advised that the insured claims have been resolved and a \$25,000 insurance deductible may be refundable to the Receiver. The Receiver is continuing its discussions with the Respondents insurer with respect to the deductible.

29. While the insured claims have resolved, the claims that are not covered under the insurance policy remain and the ability to pursue these claims is an asset of the Respondents. The Receiver has no details regarding these claims. The Receiver notes that the statement of claim seeks judgment in the amount of not less than \$181,985.94. A copy of the statement of claim was provided to the Purchaser. A copy of the statement of claim is attached as **Appendix E**.

30. Prior to the Receivership, 6844406 entered into two lease agreements (the “**Vault Leases**”) with Tandem Equipment Finance for guest room RFID door lock Mifare Card encoder with hand held reader including all hardware and accessories. These agreements were assigned to Vault Credit Union Corporation (“**Vault**”). Vault has registered security in the Personal Property Registry with respect to this equipment. Vault has advised that it is not seeking to repossess the equipment, but would prefer to re-lease the equipment to the new owner of the hotel.

### **SEALING OF THE CONFIDENTIAL REPORT**

31. The Receiver requests that the Court grant an order sealing the Confidential Report and that it remains under seal until close of the Transaction as defined herein and the filing of the Receiver’s Certificate. The Confidential Report is being provided to the Court and Stride, and no other parties. The Confidential Report contains confidential information pertaining to the sales process, previous attempts to sell the assets of the Respondents and the assets that have been conditionally sold, subject to Court approval.

32. The Receiver is concerned that if the information contained in the Confidential Supplement to the Receiver’s First Report is made public and the Offer to Purchase is not

approved or not closed, disclosure of its contents may undermine any future efforts to maximize realizations from these assets.

## **SALES PROCESS**

33. On October 27, 2025, the Receiver signed a multiple listing agreement with Century 21 Foxx Realty Ltd. (“**Century 21**”) which suggested a listing price of \$3.5 million. A copy of the Listing Agreement is attached hereto as **Appendix F**.

34. Century 21 marketed the property for sale on websites across multiple real estate sites, Facebook, Kijiji to ensure full exposure to the marketplace. Inquiries received were from buyers across Canada and the USA. All inquiries were promptly followed up. During the sale process the hotel was fully cleaned, monitored and maintained throughout the process and financial documentation was provided to prospective buyers.

35. Century 21 reported that there were thirty-one (31) inquiries and a total of twelve (12) showings that took place between October 29, 2025 to February 6, 2026. No showings occurred after January 23, 2026.

36. On November 18, 2025, the Receiver was contacted by a lawyer representing the principal of the Debtor requesting the balance owing to redeem the indebtedness of Stride Credit Union with a desire to cancel the Receivership. The Receiver provided the lawyer with a report of the amount owing to Stride Credit Union, the GST balance owing to CRA and the balance owing to Employment Standards. No further communication was received from the lawyer.

37. On January 27, 2026, the Receiver was provided with an offer to purchase from 10257122 Manitoba Ltd. The Receiver entered into negotiations with 10257122 Manitoba Ltd. and the offer was amended (the “**Offer to Purchase**”).

38. The Receiver discussed the Offer to Purchase with Stride. On February 3, 2026, the Receiver signed the Offer to Purchase with the support of Stride. A redacted version of the executed Offer to Purchase is attached at **Appendix G**.

39. In addition to the reasons set out in the Confidential Supplement, the Receiver supports the sale of the Property to 10257122 Manitoba Ltd. for the following reasons, *inter alia*:

- a) The Property was listed with a realtor and the sales process was fair and transparent;
- b) The sales efforts of the realtor sufficiently exposed the Property to the market, generated a significant level of interest from prospective purchasers and provided a sufficient opportunity for those prospective purchasers to investigate and conduct their due diligence;
- c) Stride, the primary secured creditor, has had an opportunity to review the Offer to Purchaser, the notice of motion, proposed form of Order and supporting materials and has indicated to the Receiver that it supports the Transaction and the Receiver's motion. Stride is the only creditor that will be affected by the Transaction as no funds will be paid to unsecured creditors;
- d) The Offer to Purchase is fair and reasonable;
- e) The Receiver is of the opinion that further marketing of the Property will not result in a better offer being received; and
- f) The Transaction will proceed quickly and is expected to close within 5 business days after a vesting order is granted. Closing the Offer to Purchase will eliminate the ongoing holding costs (i.e., property taxes, insurance, utilities and security).

## **CREDITOR CLAIMS**

40. The Receiver's independent legal counsel, Taylor McCaffrey LLP, has conducted an independent review of the validity and enforceability of the Stride security as it relates to the Property and has opined that the Stride security is valid and enforceable.

41. The Receiver has also identified other priority claims that have been identified and the Receiver advises as follows:

- a) The trust examination of the books and records of the Respondents conducted by the Canada Revenue Agency determined that there is no balance owing to CRA on account of payroll remittances. However, \$93,781.86 is owing to CRA on account of GST arrears;
- b) The Receiver was contacted by Mr. Jared Beakley, Manager, Claims Investigation with Employment Standards. Employment Standards has issued orders against the Respondents and former management and have registered these Orders as caveats on title to the real property. Mr. Beakley advised the Receiver that \$393,806.87 is said to be owing to four former employees of 6844406 Manitoba Ltd. There are pending appeals of these Orders that was filed by the Respondents prior to the appointment of the Receiver in front of the Labour Board (the “**Labour Board Appeals**”).
- c) The City of Portage La Prairie has issued an arbitrary assessment for accommodation tax owed by the Respondents. It is presently valued at \$16,800 based on an estimate by the City. The Receiver is in communication with the City to determine the actual occupancy numbers for the hotel and provide that information to the City to recalculate the accommodation tax.
- d) Property taxes from the City of Portage la Prairie in the amount of \$45,000;
- e) Water & Sewer Arrears for the City of Portage La Prairie in the amount of \$12,000; and
- f) Manitoba Finance PST in the amount of \$8,353.39.

42. The Receiver has also reviewed the validity of the unsecured claims that have been identified and the Receiver advises as follows:

- a) The Receiver has located an invoice from Ingram Plumbing in the amount of \$2,558.10;
- b) The Receiver has located an invoice from Sun Linen in the amount of \$4,000;

- c) The Receiver has located an invoice from Waste Management in the amount of \$1,996.80; and
- d) The Receiver is investigating whether any amounts are owed to Manitoba Hydro.

### The Labour Board Appeals

43. The Receiver is seeking advice and direction with respect to the ongoing Appeals in front of the Labour Board under Case Nos. 224/25/ESC, 225/25/ESC, 226/25/ESC and 227/25/ESC. Copies of the Notice of Hearing, the Orders from the Director of Employment Standards and the Appeals filed by former counsel of the Respondents are attached at **Appendix H**.

44. The Appeal was filed by the Respondents prior to the Date of Receivership. The Appeal is to set aside the Order granted the Director of Employment Standards with respect to four former employees. A deposit of \$20,000 was paid by the Respondents into the Labour Board as required under the appeal process.

45. The Receiver is advised by its counsel that in Order to pursue the Appeal, the Receiver would have to either submit the entire amount of the claims (\$393,806.87) or pursue relief from the Labour Board to advance the appeal without the requirement to pay the full amount of the claims into the Labour Board.

46. Stride has advised that it is not willing to fund the Appeal.

47. It is the Receiver's view that pursuing this Appeal would only be appropriate if there were Proceeds of the sale that would be paid to unsecured creditors and an unsecured creditor was willing to fund the Receiver's pursuit of the Appeal. However, there are no funds that will be paid to unsecured creditors. Accordingly, the Receiver is recommending that it not participate in the Appeal and write to the Labour Board to request the return of the deposit.

## **ASSIGNMENT OF CONTRACTS AND CHOSE IN ACTION**

48. In accordance with paragraph 3(1) of the Receivership Order, the Receiver was empowered to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business. In addition to the sale of the Property, the Offer to Purchase contemplates the Vault Lease be assigned to the Purchaser.

49. The Purchaser sought the inclusion of the Vault Leases in the Offer to Purchase and seeks their assignment. The Receiver is of the view that the Purchaser will be able to perform the obligations of the Assigned Contracts and that the assignment is appropriate in the circumstances.

50. The Purchaser sought the inclusion of the right, title and interest in the chose in action in the Statement of Claim filed under Court File No. CI24-01-47252 in the Offer to Purchase.

## **FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL**

51. Pursuant to the Receivership Order, the Receiver and its legal counsel shall pass their accounts from time to time. The Receiver is of the view that the primary party of interest is Stride given that they hold a priority interest based on date of registration over all of the Property of the Respondents. Stride have been served with this First Report and has been provided with all invoices of the Receiver within these proceedings.

52. Attached at **Appendix I** is a summary of the invoices for the Receiver for fees and disbursements incurred during the course of the proceedings for the period October 10, 2025 to February 25, 2026. The Receiver's accounts total \$49,888.63. Out of that amount, the Receiver has already paid itself an interim draw of \$12,000, plus GST. The Receiver estimates that its fees and disbursements to finalize this First Report and the Confidential Report, prepare for and attend the March 6, 2026 hearing, and to finalize the Receiver's discharge will be approximately \$10,000, plus GST (the "**Estimated Receiver Fees**").

53. The fees charged by the Receiver are based on the amount of professional time required at hourly billing rates, which vary depending upon the experience level and location of the professionals involved. The average hourly rate charged by the Receiver in these proceedings for invoices issued to date is \$327.14 per hour. The rates charged by the Receiver are the normal rates and charges for engagements of this nature and comparable to the rates charged for the provision of services by other professional firms providing specialized financial advisory services.

54. The Receiver is of the view that its fees and disbursements are fair and reasonable in the circumstances and have been duly rendered in response to the required and necessary duties of the Receiver in accordance with the provisions of the Receivership Order.

55. Attached as **Appendix J** is a summary of the invoices of the Receiver's legal counsel for fees and disbursements incurred during the course of the proceedings for the period October 10, 2025 to February 24, 2026. The accounts total \$50,440.38 in fees and disbursements including Provincial Sales Tax and GST. The Receiver's legal counsel estimates that its fees and disbursements to prepare for and attend the March 6, 2026 hearing and to assist with closing the Transaction and finalizing the Receiver's discharge will approximate \$20,000 (plus taxes)(the "**Estimated Legal Fees**").

56. The Receiver has reviewed the invoices rendered by its legal counsel and finds them reasonable and validly incurred in accordance with the provisions of the Receivership Order.

57. Copies of the invoices of the Receiver's legal counsel, which outlined the dates the work was completed, the description of the work completed, the length of time taken to complete the work, and the names and rates of the individuals who completed the work, can be made available to the Court upon request.

## STATEMENT OF RECEIPTS AND DISBURSEMENTS

58. The Receiver has prepared a Statement of Projected Receipts and Disbursements for the period of October 10, 2025 to February 24, 2026, a copy of which is attached as **Appendix K**. Total receipts were \$125,075.83 and total disbursements were \$105,690.89, resulting in \$19,384.94 being held in trust by the Receiver.

59. As at the date of this Frist Report, the Receiver has borrowed \$125,000 from the Court authorized Borrowing Facility to fund the receivership proceedings. Accordingly, this amount must be repaid to the Borrowing Facility prior to distributing the Residual Proceeds to Stride.

60. The Receiver projects that the Receivership will need to incur the following approximate additional amounts between the period of February 26, 2026 to the Close of the Transaction (the “**Projected Disbursements**”):

a) Property Management Services	-	\$8,000
b) Boiler Repair and Maintenance	-	\$8,650.88
c) Carpet Cleaning and Wall Washing	-	\$1,000
d) Water Main Break	-	\$25,000
e) Security and Pool Maintenance	-	\$15,000
f) Accommodation Tax	-	\$16,850
g) Water and Sewer Arrears	-	\$12,000
h) Property Taxes	-	\$45,000
i) Manitoba Hydro	-	\$11,000
<b>TOTAL</b>	<b>-</b>	<b>\$142,500.88</b>

## PROPOSED DISTRIBUTIONS

61. Subject to the repayment of the Receiver’s Court authorized Borrowing Facility and any other necessary reserves from the sale proceeds (the “**Proceeds**”) the Receiver

determines may be necessary to account for payments to employees and suppliers up to the date of closing, as well as the Estimated Receiver Fees (as defined below), Estimated Legal Fees (as defined below) and the Projected Disbursements (as defined below) (collectively the “**Receiver’s Holdback**”), the Receiver is proposing to distribute the balance of the Proceeds (the “**Residual Proceeds**”) to Stride on account of priority of the registration of Stride’s security, up to the value of the Stride Indebtedness (the “**Proposed Distributions**”).

62. There will not be any surplus from the Proceeds to pay any of the other creditors.

### **RECOMMENDATIONS**

63. The Receiver believes that, other than closing the transactions proposed by the Offer to Purchase, if it is approved and completing the Proposed Distributions and certain administrative matters, the Receiver’s mandate pursuant to the Receivership Order will be substantially complete.

64. The Receiver respectfully requests an Order from this Honourable Court for the following:

- a) Sealing the Confidential First Report;
- b) Approval of the Offer to Purchase Agreement for the sale of the Property;
- c) Approval of the Assignment of Contracts and Chose in Action;
- d) Approval of the Receiver’s Holdback;
- e) Approval of the distribution of funds after payment of the accrued liabilities and retention of the Receiver’s Holdback to Stride on account of the Stride Indebtedness;
- f) Approval of the payment of any amounts remaining from the Receiver’s Holdback to Stride on account of Stride’s security;

- g) Approval of the reported activities of the Receiver since the Date of Receivership in respect of administering these receivership proceedings;
- h) Approval of the fees and disbursements of the Receiver and its legal counsel;
- i) Approval of the Receiver's Statement of Receipts and Disbursements for the period of October 10, 2025 to February 25, 2026 and Approval of the Projected Disbursements);
- j) Approval to abandon the Labour Board Appeals; and
- k) An Order providing for the discharge of the Receiver.

All of which is respectfully submitted at Winnipeg, Manitoba this 27<sup>th</sup> day of February, 2026.

**LAZER GRANT INC.**

**In its capacity as Receiver of**

**7333651 MANITOBA LTD. and 6844406 MANITOBA LTD.**

**and not in its personal capacity.**

Per:



Collin LeGall, CPA, CMA, CIRP, LIT  
President

A

File No. CI25-01-53267

**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:

STRIDE CREDIT UNION LIMITED

Applicant,

-and-

7333651 MANITOBA LTD. and 6844406 MANITOBA LTD.

Respondents.

---

ORDER  
(Appointing Receiver)

---

D'ARCY & DEACON LLP  
Barristers and Solicitors  
2200-One Lombard Place  
Winnipeg, Manitoba  
R3B 0X7

Travis Webber  
Telephone Number (204) 925-5392  
Fax Number (204) 943-4242  
File No. 128406-0003

**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 MR.                     )                     \_\_\_\_\_, THE \_\_\_\_  
   )                     \_\_\_\_\_  
JUSTICE REMPEL                             )                     DAY OF \_\_\_\_\_, 2025

BETWEEN:

STRIDE CREDIT UNION LIMITED,

Applicant,

-and-

7333651 MANITOBA LTD. and 6844406 MANITOBA LTD.,  
Respondents.

**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 ("KBA"), appointing Lazer Grant Inc. as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of 7333651 Manitoba Ltd. and Portage La Prairie Inn Corp. formerly known as 6844406 Manitoba Ltd. (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the affidavit of Boyd Bagnall affirmed August 18, 2025 and on hearing the submissions of counsel for the Applicant, Jai Inder Singh Sandhu on his own behalf as well as the Debtors, no one appearing for any other interested party although duly served as appears from the affidavits of service of Marilyn Thiessen affirmed August 28, 2025 and the affidavit of service of Boyd Bagnall affirmed August 27, 2025 and on noting the consent of the Respondents, and reading the consent of Lazer Grant 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, Lazer Grant Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (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 Debtors, 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 Debtors;
- (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 purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) 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 Debtors, for any purpose pursuant to this Order;

- (i) to undertake environmental or workplace safety and health assessments of the Property and operations of the Debtors;
- (j) 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 Debtors, 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;
- (k) 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;
- (l) 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), shall not be required.

- (m) 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;
- (n) 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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 Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) 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 Debtors, and without interference from any other Person.

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

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their 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 or agencies, 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 possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. 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 Debtors, 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.

6. 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.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### **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 DEBTORS OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors 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 Debtors 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 Debtors or an action, suit or proceeding that is taken in respect of the Debtors 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 Debtors, 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 Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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.

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

11. THIS COURT ORDERS that no Person shall discontinue, 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 Debtors, 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 Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors 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 Debtors' 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 Debtors 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.

#### **RECEIVER TO HOLD FUNDS**

13. 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**

14. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver 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**

15. 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 Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. 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**

17. 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**

18. 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.

19. 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.

20. 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**

21. 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 \$450,000.00 (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.

22. 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.

23. 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.

24. 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 any 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**

25. 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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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.

26. 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 [27] 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.**

27. 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 <https://insolvency.lazergrant.ca/about/current-proceedings/>. Service shall be deemed valid and sufficient if sent in this manner.

#### **GENERAL**

28. 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.

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

30. 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.

31. 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.

32. 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 Debtors' estate with such priority and at such time as this Court may determine.

33. 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.

October , 2025

Herbert H  
Rempel

Digitally signed by Herbert H  
Rempel  
Date: 2025.10.10 11:46:19  
-05'00'

J.

I, TRAVIS WEBBER OF THE FIRM OF D'ARCY & DEACON LLP HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENTS AS TO FORM OF THE FOLLOWING PARTIES: LAZER GRANT INC. AS DIRECTED BY THE HONOURABLE MR. JUSTICE REMPEL.

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

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

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

1. THIS IS TO CERTIFY that Lazer Grant Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties 7333651 Manitoba Ltd. and Portage La Prairie Inn Corp. formerly known as 6844406 Manitoba Ltd. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of The Queen's Bench, Winnipeg Centre (the "**Court**") dated the 2<sup>nd</sup> day of September, 2025 (the "**Order**") made in an action having Court file number 25-01-\_\_\_\_\_, 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.

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.

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.

All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_, \_\_\_\_\_.

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.

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.

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\_\_.

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

Per: \_\_\_\_\_

Name:

Title:

B

## Certificate of Amendment

## Certificat de modification

I certify that the Articles of

Je déclare que les statuts de

Portage La Prairie Inn Corp.

(formerly / anciennement)

6844406 MANITOBA LTD.

were amended under *The Corporations Act* in  
accordance with the attached Articles effective

ont été modifiés sous le régime de *la Loi sur les  
corporations* conformément aux statuts ci-joints  
prenant effet le

19 AUGUST/AOÛT 2025


824043038MC0001

Business Number / Numéro d'entreprise

6844406

Registry Number / Numéro de registre



  
Director / directrice  
The Corporations Act /  
Loi sur les corporations

C



February 25, 2026

Lazer Grant Inc.  
300-309 McDermot Avenue  
Winnipeg, MB R3A 1T3

**Re: 7333651 Manitoba Ltd. / Portage la Prairie Inn Corp.**

---

Please be advised the payout figure on the above-mentioned member's Mortgage Loan & Term Loan as of February 25, 2026, is as follows:

**Mortgage Loan**

Principal:	\$1,966,283.36	
Interest:	\$47,973.88	
Late Fees:	\$175.00	
Collection Costs:	\$185,940.29	
Mtg Discharge Fees:	\$711.00	
<b>TOTAL:</b>	<b>\$ 2,201,083.53</b>	Per Diem \$283.01

**Term Loan**

Principal:	\$177,663.39	
Interest:	\$2,706.32	
Late Fees:	\$140.00	Per Diem \$19.47
<b>TOTAL:</b>	<b>\$180,509.71</b>	

Please contact us prior to final disbursement to verify the above payout.

Yours truly,

Keanna Lozano  
Administration

“E. & O.E.”

D

# Property Assessment Report

**Municipality:** 163 - RM OF PORTAGE LA PRAIRIE **Roll No:** 576110.000 **REAL PROPERTY**  
**Dwelling Units:** 0 **Frontage or Area:** 16.18 ACRES  
**Legal Description:** 1-1817 **Civic Address:** 37138 HWY 1  
**School Division:** PORTAGE LA PRAIRIE **Community Area:** PARISH OF PORTAGE LA PRAIRIE **Ward:** 3

## Certificate of Title / Land Title Office:

2709171 / PORTAGE LA PRAIRIE

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2026	Apr 1, 2023	OTHER PROPERTY	TAXABLE	294,500	2,219,400	2,513,900
2025	Apr 1, 2023	OTHER PROPERTY	TAXABLE	294,500	2,219,400	2,513,900
2024	Apr 1, 2021	OTHER PROPERTY	TAXABLE	221,900	1,964,100	2,186,000
2023	Apr 1, 2021	OTHER PROPERTY	TAXABLE	221,900	1,964,100	2,186,000
2022	Apr 1, 2018	OTHER PROPERTY	TAXABLE	205,100	1,906,800	2,111,900
2021	Apr 1, 2018	OTHER PROPERTY	TAXABLE	205,100	1,906,800	2,111,900
2020	Apr 1, 2018	OTHER PROPERTY	TAXABLE	205,100	1,906,800	2,111,900
2019	Apr 1, 2016	OTHER PROPERTY	TAXABLE	200,900	1,759,300	1,960,200
2018	Apr 1, 2016	OTHER PROPERTY	TAXABLE	200,900	1,759,300	1,960,200
2017	Apr 1, 2014	OTHER PROPERTY	TAXABLE	172,500	1,609,500	1,782,000
2016	Apr 1, 2014	OTHER PROPERTY	TAXABLE	172,500	1,609,500	1,782,000
2015	Apr 1, 2012	OTHER PROPERTY	TAXABLE	93,600	1,491,200	1,584,800
2014	Apr 1, 2012	OTHER PROPERTY	TAXABLE	93,600	1,491,200	1,584,800
2013	Apr 1, 2010	OTHER PROPERTY	TAXABLE	91,900	1,264,700	1,356,600
2012	Apr 1, 2010	OTHER PROPERTY	TAXABLE	91,900	1,264,700	1,356,600
2011	Apr 1, 2008	OTHER PROPERTY	TAXABLE	79,900	980,200	1,060,100
2010	Apr 1, 2008	OTHER PROPERTY	TAXABLE	79,900	980,200	1,060,100
2009	2003	OTHER PROPERTY	TAXABLE	71,300	955,500	1,026,800
2008	2003	OTHER PROPERTY	TAXABLE	71,300	955,500	1,026,800

## Legal:

1--1817  
ORG PL-22-PP-0

\* The assessment information you are viewing was included with the 2026 Tax Assessment Roll that the assessor prepared for the RM OF PORTAGE LA PRAIRIE.

E

KB File No. C124-01-

47252

**THE KING'S BENCH**  
**Winnipeg Centre**

**BETWEEN:**

**6844406 MANITOBA LTD. and 7333651 MANITOBA LTD. O/A DAYS  
INN PORTAGE LA PRAIRIE,**

plaintiff,

- and -

**ADVANCED INSULATION INC.,**

defendant.

---

**STATEMENT OF CLAIM**

---

FILED 250<sup>cc</sup>  
JUL 08 2024

**FILLMORE RILEY LLP**  
Barristers, Solicitors & Trademark Agents  
1700 - 360 Main Street  
Winnipeg, Manitoba  
R3C 3Z3

Telephone: 204-957-8347  
Facsimile: 204-954-0347

**STUART J. BLAKE KC**  
**ALLISON FEHR**

File No. 20864-2078/SJB

**THE KING'S BENCH  
Winnipeg Centre**

**BETWEEN:**

**6844406 MANITOBA LTD. and 7333651 MANITOBA LTD. O/A DAYS  
INN PORTAGE LA PRAIRIE,**

plaintiff,

- and -

**ADVANCED INSULATION INC.,**

defendant.

**STATEMENT OF CLAIM**

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiffs. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a Manitoba lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the King's Bench Rules, serve it on the plaintiffs' lawyer or, where the plaintiffs do not have a lawyer, serve it on the plaintiffs, and file it in this court office, WITHIN 20 DAYS after this statement of claim is served on you, if you are served in Manitoba.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is 40 days. If you are served outside Canada and the United States of America, the period is 60 days.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

IF YOU PAY THE PLAINTIFF CLAIM, and \$750.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff claim and \$750.00 for costs and have the costs assessed by the court.

Date: July 8 2024

Issued by:

**E. PEREZ**  
**DEPUTY REGISTRAR**  
**COURT OF KING'S BENCH**  
**FOR MANITOBA**

Deputy Registrar  
100C – 408 York Avenue  
Winnipeg, Manitoba  
R3C 0P9

**TO:           ADVANCED INSULATION INC.**  
2734 Day Street  
Sunnyside, MB  
R5R 0H7

**CLAIM**

1. The plaintiffs claim against the defendant:
  - (a) Judgment in the amount of not less than \$181,985.94;
  - (b) Alternatively, special damages in an amount to be proved;
  - (c) General damages;
  - (d) Pre and post judgment interest in accordance with *The Court of King's Bench Act*, C.C.S.M. c.C280;
  - (e) Costs, including on a solicitor-client basis; and
  - (f) Such further and other relief as the nature of this case may require.

**The Parties**

2. The plaintiff, 6844406 Manitoba Ltd. ("**684**"), is a corporation incorporated pursuant to the laws of the Province of Manitoba, carrying on business in miscellaneous services. At the material time, 684 was the registered owner of the lands and premises with the civic address of 37138 HWY 1, Portage la Prairie, Manitoba, and legally described as:

LOT 1 PLAN 1817 PLTO  
IN RL 22 PARISH OF PORTAGE LA PRAIRIE  
(the "**Property**").

3. The plaintiff, 7333651 MANITOBA LTD. O/A DAYS INN PORTAGE LA PRAIRIE ("**Days Inn**"), is a corporation incorporated pursuant to the laws of the Province of Manitoba, carrying on business in the hotel industry. At the material time, Days Inn operated a Days Inn hotel on the Property (the "**Hotel**").

4. The Defendant, Advanced Insulation Inc. ("**Advanced Insulation**"), is a corporation incorporated pursuant to the laws of the Province of Manitoba, carrying on business as a special trade contractor, which included providing roofing services.

#### **The Project**

5. On or about October 18, 2018, the plaintiffs and Advanced Insulation entered into a written agreement (the "**Agreement**"), whereby Advanced Insulation agreed to provide all labour and materials required to install conventional closed-cell spray foam ("**CC-SPF**") to the existing roof system of the Hotel (the "**Project**").

6. The Agreement included without limitation the following express or, alternatively, implied terms and conditions:

- (a) Advanced Insulation agreed to remove pea gravel from the roof area (6000 sq ft), sweep and blow off roof area, supply and install 1/2" - 1" CC-SPF to roof area, apply aluminized polyurea coating over SPF at 50 mils;

- (b) Advanced Insulation agreed to seal flashing and leaks at top roof area;
- (c) All work was warranted for installation defects for a period of 5 years from application date;
- (d) Payment was due in full upon completion of the work;
- (e) The materials used in performing the work of Advanced Insulation were to be fit and sufficient for the purposes intended and conform to the applicable laws, building codes, standards, and specifications;
- (f) The work performed and the services provided by Advanced Insulation would:
  - (i) Be fit and sufficient for the purpose intended;
  - (ii) Be of good workmanship and free of defect;
  - (iii) Be completed in accordance with applicable building standards, regulations, codes, and practices; and
  - (iv) Be completed in a timely, good, and workmanlike manner and with the degree of care, skill, and expertise as would be expected from a competent contractor.

7. In or around November 2018, Advanced Insulation completed its work for the Project.

8. The plaintiffs duly paid Advanced Insulation for its works and services on the Project pursuant to the Agreement.

**The Water Leak**

9. On or about July 18, 2022, water infiltration was noted in the Hotel by Hotel employees, and said water infiltration caused loss and damage to the Hotel and its contents (the "**Water Infiltration**").

10. Through investigation, particulars of the Water Infiltration were found to include, without limitation, the following:

- (a) Moisture build-up in the roof system impacting the cohesive strength of the foam core of the CC-SPF;
- (b) Water under the foam core of the CC-SPF;
- (c) Water infiltration into the Hotel; and
- (d) Water infiltration into the underlying assembly of the roof and the wall assemblies of the Hotel.

11. Through investigation, the plaintiffs discovered numerous deficiencies with Advanced Insulations work on the Project, including, without limitation:

- (a) Negligently applying the CC-SPF while the underlying roof assembly was wet, trapping water/moisture within the new composite roof system;

- (b) Failing to seal the metal flashings at the perimeter of the Hotel roof, allowing continual water infiltration into the underlying roof assembly and wall assemblies;
- (c) Failing to properly level the CC-SPF, allowing for water to pool on the Hotel Roof;
- (d) Negligently spraying excessive spray foam in the CC- SPF system, causing spray foam build up and impeding water drainage;
- (e) Negligently applying spray foam and elastomeric coating over electrical conduits and junction boxes causing damage;
- (f) Failing to properly apply the CC-SPF at the parapets and adjacent Hotel roof components, allowing water infiltration and damage to the existing roof system

(the "**Deficiencies**").

12. The plaintiffs provided Advanced Insulation notice of the Deficiencies immediately upon their discovery.

13. To date, Advanced Insulation has either failed or refused to remediate the Deficiencies or reimburse the plaintiffs for the costs of their remediation, contrary to the terms of the Agreement and the express warranty therein.

**Claim against Advanced Insulation**

14. In the circumstances, Advanced Insulation owed the plaintiffs a contractual duty under the Agreement and a duty of care, based on the proximity of the parties to:

- (a) Comply with the terms of the Agreement;
- (b) Ensure the materials used in performing the work for the Project were to be fit and sufficient for the purposes intended and conform to the applicable laws, building codes, standards, and specifications;
- (c) Ensure the work performed and the services provided would:
  - (i) Be fit and sufficient for the purpose intended;
  - (ii) Be of good workmanship and free of defect;
  - (iii) Be completed in accordance with applicable building standards, regulations, codes, and practices;
  - (iv) Be completed in a timely, good, and workmanlike manner and with the degree of care, skill, and expertise as would be expected from a competent contractor;
- (d) At all times exercise skill, judgment, competence and diligence to the professional standard reasonably expected of an ordinary competent roofer in the circumstances at the time of the Project; and

- (e) Generally, exercise reasonable care and supervision in the circumstances.

15. The plaintiffs reasonably relied on the skill and judgment of Advanced Insulation with respect to the provision of the goods and services provided by Advanced Insulation with respect to the Project.

16. The plaintiffs say that loss and damage to the Hotel was caused by the breach of contract, breach of duty, breach of warranty, and/or negligence by Advanced Insulation.

17. The particulars of Advanced Insulation's breach of contract, breach of duty, breach of warranty, and/or negligence include, without limitation, the following:

- (a) Failing to ensure that its work on the Project was free of defect, of good and workmanlike quality, fit for purpose, and in conformance with the applicable laws, building codes, standards, and specifications;
- (b) Failing to ensure that the materials used for its work on the Project were of good and merchantable quality;
- (c) Failing to exercise the skill, judgment, competence and diligence to the professional standard reasonably expected of an ordinary competent roofer in the circumstances at the time of the Project;

- (d) Negligently applying the CC-SPF while the underlying roof assembly was wet, trapping water/moisture within the new composite roof system;
- (e) Negligently applying the CC-SPF while the weather and/or environmental conditions would not allow for a proper application;
- (f) Failing to seal the metal flashings at the perimeter of the Hotel roof, allowing continual water infiltration into the underlying roof assembly and wall assemblies;
- (g) Failing to properly level the CC-SPF, allowing for water to pool on the Hotel Roof;
- (h) Negligently spraying excessive spray foam in the CC- SPF on the Hotel roof, causing spray foam build up and impeding water drainage;
- (i) Negligently applying spray foam and elastomeric coating over electrical conduits and junction boxes causing damage;
- (j) Failing to properly apply the CC-SPF at the parapets and adjacent Hotel roof components, allowing water infiltration
- (k) Generally, failing to exercise reasonable care and supervision in the circumstances.

**Damages**

18. As a result of Advanced Insulations' breaches of contract, duty, warranty, and/or negligence, the plaintiffs have suffered, are suffering, and will continue to suffer damages, including, without limitation:

- (a) The cost to repair and replace the Hotel roof;
- (b) Loss of the use and enjoyment of the Hotel;
- (c) Loss of income as a result of Hotel closure while remediations occurred;
- (d) Costs in retaining experts with respect to investigating Deficiencies and their remediation;
- (e) Legal costs;
- (f) And such further and other loss and damages as will be proved at Trial.

19. The plaintiffs plead and rely upon *The Tortfeasors and Contributory Negligence Act* RSM 1987 c.T90, including section 5 therein.

20. The plaintiffs plead and rely upon *The Sale of Goods Act*, C.C.S.M c S10, including section 16 therein.

21. The plaintiffs, therefore, claim the relief more particularly set forth in paragraph 1 herein.

Date: July 8, 2024

**FILLMORE RILEY LLP**  
1700 - 360 Main Street  
Winnipeg, Manitoba R3C 3Z3  
**STUART J. BLAKE, K.C.**  
**ALLISON FEHR**  
Telephone: 204-957-8347

Counsel for the plaintiff.

F



# REAL ESTATE LISTING CONTRACT

BETWEEN Lozer Grant Inc. Receiver + Manager AND Century 21 Foxx Realty Ltd  
(Name of owner(s) ("Seller")) ("Listing Brokerage")  
of 6844406 Mb. Ltd + 7333 651 Mb Ltd. | 102 Saskatchewan Ave E  
Address Address  
300-309 McDermet Ave, Wpg, Mb. R3A 1T3 | Portage la Prairie Mb R1N 0L1

A member of the Brandon Area REALTORS® and/or the Winnipeg Regional Real Estate Board and Manitoba Real Estate Association ("Association(s)").

## 1. LISTING AUTHORITY AND TERM

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Paragraph 2 ("Property") until 11:59 p.m. on 31 Oct May 20 26 unless renewed in writing.

This contract comes into full force and effect on 29th October 20 25.

B. The Seller hereby:

- i) authorizes the Listing Brokerage to obtain any and all information concerning the Property from any person, corporation or governmental authority;
- ii) authorizes the Listing Brokerage to, at its sole cost and expense, advertise the Property in any medium including the Internet, and if deemed appropriate by the Listing Brokerage, to publish, display and distribute any descriptive advertisement relating to the Property. The Seller acknowledges and agrees that it is not a breach of the Listing Brokerage's duty to the Seller if the publication of authorized information relating to the Property by the Multiple Listing Services® results in the information becoming known to members of the public, including a prospective buyer and agents of a buyer;
- iii) authorizes the Listing Brokerage to use, disclose and retain in accordance with applicable laws personal and property information provided for purposes relating to the listing and marketing of the property;
- iv) subject to the rights of any tenants of the Property, agrees to give the Listing Brokerage full opportunity to show the Property to buyers during reasonable hours; and
- v) subject to the rights of any tenants of the Property, agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property and to allow other members of the Associations that cooperate with the Listing Brokerage ("Co-operating Agents") to show the property to prospective buyers.

## 2. PROPERTY

37138 Highway 1 Portage RM Mb R1N 3C3

(Civic Address) (Name of city, town or municipality)

Roll#576110. CT#2709171 Lot 1 Plan 1817

(Insert brief legal description)

## 3. TERMS OF SALE

3,500,000.00

(Listing price)

t.b.a.

(Possession date)

## 4. LISTING DETAILS AND COOPERATING AGENTS

The Seller authorizes the Listing Brokerage:

- A. To list the Property with the Multiple Listing Service® of the Associations or any other real estate Associations in Manitoba that the Listing Brokerage selects and has access to, all of whose members I hereby expressly authorize to act as Co-operating Agents.
- B. To publish in the Multiple Listing Service® of the Associations or of any other Associations that the Listing Brokerage selects and has access to, the information contained in this listing contract, the Data Input Form and the Property Disclosure Statement (when attached and signed by the Seller), and the sale price of the Property once an unconditional accepted offer exists. This information will also be provided to subscribers with contract access to these Multiple Listing Services®.
- C. To place the listing information and any sale information in the database(s) of the appropriate MLS® system(s) and acknowledges that the MLS® database is the property of the Associations and can be licensed, resold, or otherwise dealt with by the Board/Association. The seller further acknowledges that the Board/Association may;
  - i) distribute the information to any persons authorized to use such service which may include other brokers, government departments, appraisers, municipal organizations and others;
  - ii) market the property, at its option, in any medium, including electronic media;
  - iii) compile, retain and publish any statistics including historical MLS® data;
  - iv) make such other use of information as the Associations deem appropriate.

## 5. LISTING BROKERAGE'S REMUNERATION

Subject to Section 7, the Seller agrees;

- A. To pay the Listing Brokerage a commission on the total selling price or rental value of the property listed as follows:  
(Insert commission arrangement expressed as a percentage(s) or dollar amount)

\$  or %  plus applicable GST, if:  
(fill in only one - lump sum or commission %)

- i) a legally enforceable contract of sale between a buyer and the Seller is entered into during the period of this contract (from any and all sources whatsoever); or
- ii) a person inspects the Property during the period of this listing contract and purchases the Property within sixty (60) days (unless otherwise negotiated) after the expiry date of this contract; or
- iii) a legally enforceable contract of sale between a buyer and the Seller is entered into within sixty (60) days (unless otherwise negotiated) after the expiry date of this listing contract in respect of which the Listing Brokerage can demonstrate efforts of the Listing Brokerage were an effective cause;

provided however that if the Property is subsequently listed after the expiration of this listing contract then the Seller shall be liable only for the payment of one commission on any sale, and such commission shall be payable to the Brokerage which has a current listing contract with the Seller.

- B. To pay alternate compensation to the Listing Brokerage if:

- ~~i) a buyer presents an unconditional offer to purchase the Property upon the terms outlined in this listing contract but the Seller does not accept the offer to purchase without cause, in which case the full commission as outlined in 5A will be payable; or~~

i) a legally enforceable contract of sale is entered into between a buyer and the Seller but the transaction is not concluded because the buyer defaults and the deposit can be released to the Seller, in which case the compensation will be either 50% of the deposit or the commission payable as outlined in 5A, whichever is less.

C. That to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Co-operating Agents a portion of the Listing Brokerage's remuneration in the amount of:

\$  or %   
(fill in only one - lump sum or commission %)

of the sale price plus applicable GST. The Listing Brokerage will be solely responsible for all amounts payable to any Co-operating Agents.

D. Exclusions: (if none, state "none") none

E. The Seller hereby irrevocably assigns to the Listing Brokerage, from the proceeds of sale of the Property, the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain this amount from the deposit monies.

#### 6. THE LISTING BROKERAGE AGREES AS FOLLOWS:

A. To act only as the agent for the Seller with respect to the Property except where the Seller consents to limited joint representation as outlined in subparagraph 7C below.

B. To provide information about the Property to Co-operating Agents.

C. Not to accept remuneration from the buyer without the knowledge and consent of the Seller.

**D. To use their best efforts to secure Purchaser(s) for the said Property through sale negotiations whether or not they comply with the terms and conditioned specified by the Seller.**

**E. To promote and protect the best interests of the Seller.**

**F. To consult with the Seller on a periodic basis and as requested by the Seller from time to time.**

**G. To ensure that all offers are in writing and are submitted promptly to the Seller through the Listing Brokerage, including offers received from other real estate companies or Co-operating Agents.**

**H. To co-operate with a third party broker, as directed by the Seller, if (and only if) the third party broker provides evidence satisfactory to the Listing Brokerage, acting reasonably, that it is retained to act on behalf of the purchaser.**

**I. As required in accordance with any written instructions that may be provided by the Seller or its solicitors from time to time, to negotiate any offer to purchase, present such offer to purchase to the Seller along with recommendations for acceptance, rejection or counter offer and assist with the documentation and execution of the final agreement.**

**J. The Listing Brokerage acknowledges that neither they nor any Co-operating Agents have any authority to accept any offers on behalf of the Seller or to enter into any agreement that will bind the Seller to a third party.**

**K. The Seller reserves the right in its sole discretion to accept or reject any offer to purchase the Property submitted by the Listing Brokerage regardless of the purchase price or other terms included in any such offer to purchase without giving any notice of its respective reasons and without thereby incurring any liability to the Listing Brokerage or Co-operative Agents.**

#### 7. THE SELLER ACKNOWLEDGES AND AGREES AS FOLLOWS:

A. To promptly advise the Listing Brokerage of, and refer to the Listing Brokerage, all enquiries for the purchase of the Property, and to deliver to the Listing Brokerage all offers to purchase which may be received during the period of this listing contract or arising by reason of it.

B. That the real estate commission outlined herein is only earned and payable to the Listing Brokerage when the buyer assumes legal possession of the Property as evidenced by a Status of Title in respect of the Property. The Seller further agrees that the Listing Brokerage is entitled to charge interest on unpaid commissions calculated at a date thirty (30) days from the date of legal possession such acquisition of legal title at a rate of 2% per month (24% per annum).

C. The Listing Brokerage is permitted to list or show property of, or have agency relationships with, other sellers and buyers. When the Listing Brokerage also acts for a potential buyer or lessee of the listed property, both the buyer and seller will be asked to sign an acknowledgment of limited joint representation which will set out the limits of the Brokerage's agency duties.

D. Unless the Seller is otherwise advised, other Co-operating Agents will be representing the buyer or lessee of the Seller's property as the buyer's or lessee's agent.

E. ~~The Seller hereby pledges all of the Seller's interest in the Property to the Listing Brokerage as security for payment of all money which may be owed by the Seller to the Listing Brokerage under this contract and hereby acknowledges that the Listing Brokerage is entitled to register and maintain a caveat at the Land Titles Office to give notice of this charge upon the Seller executing a legally enforceable contract of sale of the Property.~~

F. The Manitoba Real Estate Association and its Member Boards are collectors and distributors of information relating to the Property and are not responsible for its accuracy. The Seller agrees to release the Manitoba Real Estate Association and its Member Boards from any liability or legal action by the Seller concerning the accuracy of information relating to the Property.

G. Where the Seller's spouse is not an owner of the Property, the Seller will advise the Listing Brokerage if the Seller's spouse has occupied the Property at any time, or whether the Seller is otherwise aware that the Property is subject to a "homestead" interest.

H. To promptly advise the Listing Brokerage of any material change in the physical condition or status of the Property during the listing term, including any extensions to the term.

- "period" or "date of expiration" of this contract includes the period or date of expiration of any written extensions.
  - "Property" may include a leasehold interest or a manufactured home, plus any other property designated by the Seller in the data input form or any addendum attached.
  - "Sale" includes an exchange and "sale price" includes the value of the Property exchanged.
  - For the purposes of interpretation and correlation between this document and the Offer To Purchase Real Estate pursuant to The Real Estate Brokers Act, the following terms are interchangeable in their use, namely: "buyer" and "purchaser"; "Seller" and "vendor"; "Listing Brokerage" and "listing broker"; "Co-operating Agent" and "selling broker".
  - Interpretation of this listing contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of Manitoba.
  - The parties acknowledge that this contract fully sets out the terms of the agreement between them. Any alteration, variation or amendment to this agreement shall be made only in writing, signed by the Seller and by the Listing Brokerage's representative in multiple copies and a copy shall be delivered to each party to this listing contract.
  - This listing contract shall be binding upon and benefit not only the parties but their respective heirs, executors, administrators, successors and assigns.
- Form E attached hereto forms a part of this Listing Contract

**9. ENTIRE AGREEMENT**

This Listing Contract means and includes this agreement, the data input form and Property Disclosure Statement (when attached and signed by the Seller). The Seller acknowledges having read and understood this listing contract; that it accurately describes the agreement with the Listing Brokerage; and a copy of it has been received by the Seller this date.

*LAZER GRANT INC. Receiver*

Per: *[Signature]*  
 Seller's signature

SIGNED THIS 29th DAY OF October, 2025

Seller's signature

Witness to Seller's signature

*Rhonda Lodwick*  
 Listing Brokerage's representative **Rhonda Lodwick**

**Service Agreement – Form E  
Real Estate Trading Services – Seller**

Attached to and forming part of the Listing Agreement signed the 29 day of Oct, 2025

**1. Identity of the Parties to this Agreement**

Brokerage Providing Real Estate Services		Person Receiving Real Estate Services	
Name:	Century 21 Foxx Realty Ltd	Name:	Lazer Grant Inc.
Address:	102 Saskatchewan Ave E Portage la Prairie Mb R1W 0L1		Receiver + Manager of 6844406 Mb. Ltd + 7333651 Mb. Ltd.
Representative:	Rhonda Lodwick	Address:	300-309 McDermot Ave Wpg, Mb R3A 1T3
Contact Details:	204-239-8111	Contact Details:	

**2. Description of the Services to Be Provided (as defined in *The Real Estate Services Act*)**

a) <input checked="" type="checkbox"/>	Finding real estate for the person
b) <input checked="" type="checkbox"/>	Finding another person to engage in a trade in real estate
c) <input checked="" type="checkbox"/>	Showing or making representations about the real estate
d) <input checked="" type="checkbox"/>	Advising on the appropriate price for the real estate
e) <input checked="" type="checkbox"/>	Negotiating the price or other terms of a trade in real estate
f) <input checked="" type="checkbox"/>	Presenting offers to purchase or sell respecting a trade in real estate
g) <input checked="" type="checkbox"/>	Receiving deposit money paid in respect of the real estate
h) <input checked="" type="checkbox"/>	All Services contained in the Listing Agreement to which this agreement forms a part
i) <input type="checkbox"/>	Other:

Check the boxes that apply to the Services to be provided. Use box i) to add or expand upon the Services, where applicable.

**3. Date this Agreement is Made and the Date it Expires**

a)	This agreement is made on the <u>29</u> day of <u>October</u> , 2025
b)	This agreement will expire at <u>11:59</u> p.m. on the <u>31st</u> day of <u>May</u> , 2026

This form is not statutory and has been created by The Manitoba Real Estate Association Inc. for registrant use.  
© The Manitoba Real Estate Association Inc. 2022

**4. Any Rights by Either Party to Terminate this Agreement Before it Expires**

Unless stated in the space below, neither party has the right to terminate this agreement before it expires.

none

**5. Description of the Terms of Payment or Compensation to be Provided to the Brokerage**

The Brokerage will be compensated in the following manner for providing the Services:

a)  You will pay the Brokerage 3.0 per cent of the purchase price, plus GST in accordance with the terms of the Listing Agreement to which this agreement forms a part.

b)  You will pay the Brokerage a fixed amount of \$ \_\_\_\_\_ plus GST in accordance with the terms of the Listing Agreement to which this agreement forms a part.

Only one box is to be checked, and where applicable, completed. If more than one box is checked, then 5a) is deemed to apply.

**6. Other Terms**

The following additional terms apply to this agreement:

a)  If any terms in this agreement are inconsistent with any terms in the Listing Agreement to which this agreement forms a part, the terms in this agreement shall take precedence.

b)  Other:

**7. Signatures of the Parties**

Signed on behalf of the Brokerage providing the Services:

Representative name: Rhonda Lodwick

Representative signature: Rhonda Lodwick

Signed by the person who is to receive the Services:

Signature: Lazer Grant Inc Receiver

Signature: \_\_\_\_\_

## ACKNOWLEDGEMENT OF LIMITED JOINT REPRESENTATION

Brokerage Providing Real Estate Services		Person Receiving Real Estate Services	
Name:	Century 21 Foxx Realty	Name:	Lazer Grant Inc. <i>Receiver + Manager of 684406 Mb. Ltd.</i>
Address:	102 Saskatchewan Ave E, FlaP, Mb R1N 0L1	Name:	+ 7333 651 Mb. Ltd.
Representative:	Rhonda Lodwick	Address:	300-309 Mc Dermot Ave. Wpg, Mb R3A 1T3

### 1. Address of Property

<input checked="" type="checkbox"/>	If I am a seller, the address is: 37138 Highway 1, Rm of Portage la Prairie, Mb R1N 3C3
<input type="checkbox"/>	If I am a buyer, the address is:
<input type="checkbox"/>	If I am a buyer, the address is unknown.
Check the appropriate box above and complete where applicable.	

### 2. Date this Acknowledgement and Agreement is Given

The acknowledgement and agreement made on the 29 day of October, 2025.

### 3. Acknowledgement and Agreement

I acknowledge and agree:

1. The Brokerage represents me and is providing real estate services to me pursuant to a written service agreement.
2. I have been told that the Brokerage may be placed in a conflict of interest arising from one or more of the following situations:
  - a) If I am a seller, and a buyer who may be interested in my property is represented by and/or is receiving real estate services from the Brokerage; or
  - b) If I am a buyer, and:
    - (i) the Brokerage also represents and/or is providing real estate services to the seller of certain property I am interested in buying; or
    - (ii) the Brokerage also represents, and/or is providing real estate services to another buyer who may be interested in the same property that I am interested in buying.
3. If any of the above circumstances apply to me, I agree that the Brokerage may continue to represent me and provide real estate services to me while representing and/or providing real estate services to the other party in a limited joint representative capacity on the terms and conditions set out below:
  - a) If a situation described in Clause 2a) or 2b) (i) arises, the Brokerage/salesperson representative will not disclose to me, nor to the other party involved, the motivation of the seller to sell or the buyer to buy, the price and terms that the other party may agree to, or the terms and conditions of competing offers or negotiations.
  - b) If a situation described in Clause 2b) (ii) arises, the Brokerage/salesperson representative shall not disclose to the other buyer my motivation to buy, nor shall they disclose to me the motivation of the other buyer to buy, the price and terms that any other buyer may offer, or any other information regarding the other buyer's offer.
  - c) The Brokerage/salesperson will be obligated to inform any other party involved in any of the above circumstances about these terms and conditions that apply when the Brokerage/salesperson representative represents me and provides real estate services to me and represents and/or provides real estate services to any other party in the same potential transaction.
  - d) The Brokerage/salesperson shall also obtain the consent of any other party to the limited joint representation described herein.
  - e) The Brokerage/salesperson involved will be required to deal with me and any other party fairly and impartially.

**4. Other Terms**

a)	Unless the context otherwise implies, any word used in the singular includes the plural.
b)	If this acknowledgement and agreement is inconsistent with the terms of any other agreement between the Brokerage and me, the terms and conditions contained herein shall take precedence.
c)	Additional Terms:

**5. Acknowledgement of Review and Receipt**

<input checked="" type="checkbox"/>	I acknowledge receipt of a copy of the brochure entitled <i>Working with a REALTOR®</i> published by The Manitoba Real Estate Association Inc. which explains the limited joint representation that I have agreed to herein. I have reviewed and become familiar with the brochure.
<input checked="" type="checkbox"/>	I acknowledge receipt of a copy of this acknowledgement and agreement.

**6. Signatures of the Parties**

Signed on behalf of the Brokerage providing the Services:	Signed by the person who is to receive the Services:
Representative name: <u>Rhonda Lodwick</u>	Signature: <u>LAZER GRANT INC. KEEVER</u>
Representative signature: <u>Rhonda Lodwick</u>	Signature: <u>[Handwritten Signature]</u>



G



Manitoba Real Estate Association  
Winnipeg Regional Real Estate Board  
Brandon Area REALTORS®

REALTOR®

**OFFER TO PURCHASE REAL ESTATE - COMMERCIAL**  
**(FOR USE IN THE PROVINCE OF MANITOBA)**

LISTING BROKER Century 21 Fox Realty Ltd Rhonda Lodwick  
(name of Agency [Broker]) (name of Salesperson)  
SELLING BROKER Century 21 Fox Realty Ltd Rhonda Lodwick  
(name of Agency [Co-Operating Broker]) (name of Salesperson)

**CONFIRMATION OF REPRESENTATION:** In representing the parties in the negotiations for the purchase and sale of the Property:

The Selling Broker represents (check applicable statement)	The Listing Broker represents (check applicable statement)
<input type="checkbox"/> The Buyer and does not represent the Seller	<input type="checkbox"/> The Seller and does not represent the Buyer
<input type="checkbox"/> The Seller and does not represent the Buyer	<input type="checkbox"/> The Buyer and does not represent the Seller
<input checked="" type="checkbox"/> Both parties with the consent of each	<input checked="" type="checkbox"/> Both parties with the consent of each
____ (Buyer's initials)      ____ (Seller's initials)	____ (Seller's initials)      ____ (Buyer's initials)
____ (Selling Salesperson's initials)	____ (Listing Salesperson's initials)

BUYER (the "Buyer"), 10257122 Manitoba Ltd agrees to purchase from  
(Full legal names of all Buyers) (Full legal names of all Sellers)  
SELLER (the "Seller"), Lazer Grant Inc.  
(Full legal names of all Sellers) (Full legal names of all Buyers)  
solely in its capacity as Court-appointed receiver and manager of the property, assets and undertakings of Portage Prairie Inc Corp. (formerly of 1000 Manitoba Inc.) and 743491 Manitoba Ltd. and act in its personal capacity

BROKER(s) the PROPERTY described herein on the following terms:

Address 37138 Highway 1 R.M. of Portage

fronting on the South side of Highway 1 in the R.M. of Portage  
(city, town or municipality)

and having a frontage of 1899' more or less by a depth of \_\_\_\_\_ more or less and legally

described as Lot:1 Plan:1817 Roll#576110

CT82709171 (the "Property")  
(Legal description of land and/or Certificate of Title Number)

at and for the PURCHASE PRICE of \_\_\_\_\_ dollars Canadian

(CDNS \_\_\_\_\_) payable at Winnipeg, in Manitoba, as follows:  
(city, town or municipality)

- A. An initial deposit delivered with this Offer, payable by cash/cheque/certified cheque to the Broker (to be refunded immediately to the Buyer in the event that the Offer expressed herein is not accepted by the Seller) in the amount of: \$ \_\_\_\_\_
- B. A further deposit payable three business days after satisfaction or waiver of all the Buyer's time related conditions in the amount of: \$ \_\_\_\_\_
- C. (i) By assumption of existing mortgage(s) having a(n) (aggregate) balance of principal and interest on the Possession Date (Assumption of Mortgage(s) Schedule must be attached) in the amount of: \$ \_\_\_\_\_
- (ii) By net proceeds of a new mortgage to be arranged by the Buyer as follows: term not less than \_\_\_\_\_ years; annual interest rate not to exceed \_\_\_\_\_%; with an amortization to be not less than \_\_\_\_\_ years: \$ \_\_\_\_\_
- D. By the Buyer executing a Seller take-back Mortgage in favour of the Seller as follows: term not less than \_\_\_\_\_ years; annual interest rate not to exceed \_\_\_\_\_%; with an amortization to be \_\_\_\_\_ not less than years: \$ \_\_\_\_\_
- E. The balance of the purchase price plus or minus adjustments (payable by solicitor's trust cheque or by certified cheque) to be paid to the Seller or his solicitor on or before the Possession Date. \$ \_\_\_\_\_

OFFER Standard Form. Do not alter when printing or reproducing this Standard Form. Copyright © 1998 REA

Signed(s) [Signature]  
S Initial(s) [Signature]  
Page 1 of 7  
Revised Jan 2021

TOTAL PURCHASE PRICE

\$



Upon acceptance of this Offer the deposit shall be held in trust by the Broker and shall be kept invested for the account of the Buyer pending completion or other termination of the agreement arising from the acceptance of this Offer. In the event the purchase is not completed by the Buyer by reason of the nonfulfillment or non-waiver by the Buyer of the Buyer's conditions as herein contained or by reason of the default of the Seller, the deposit shall be returned to the Buyer without deduction together with all interest earned thereon. In the event that the purchase is not completed by reason of the default of the Buyer, the deposit and interest earned thereon shall be forfeited immediately to the Seller and he may exercise whatever other remedies are available to the Seller at law.

Upon acceptance of this Offer, the Buyer shall have \_\_\_\_\_ working days in which to arrange new first mortgage financing on terms and conditions satisfactory to Buyer in his sole and absolute discretion, and to confirm in writing that he is satisfied with said financing. If, however, the conditions set forth in the commitment letter by the mortgage company (eg) appraised value and environmental property assessment are unsatisfactory, or if the mortgage company for whatever reason decides to withdraw causing the commitment to become null and void, then the Buyer shall be able to withdraw from this transaction upon written notice to the Seller of the mortgage company's withdrawal, which shall make this transaction null and void and all monies paid hereunder shall be returned to the Buyer with the interest which has been earned thereon and without any deduction whatsoever.

Other Financing Clauses:

If part of the purchase price is to be paid from the proceeds of a new mortgage, payment of that amount may be delayed by the time required for registration of the mortgage to be completed by the Land Titles Office and reported to the mortgagee and, if so, that amount shall bear interest payable to the Seller at the same rate as the new mortgage until paid.

SCHEDULE(S) A attached hereto form(s) part of this Offer.

- 1. APPORTIONMENT:** If the Seller and Buyer have not agreed upon an allocation of the Purchase Price at the time of the execution of this Offer, the Seller and Buyer shall determine the agreed upon apportionment by the Due Diligence Date falling which the Buyer and Seller agree they can each use such apportionment as they determine appropriate.
- 2. INCLUSIONS:** The Purchase Price shall include without limitation, if appropriate: All buildings, structures, erections, improvements, appurtenances and fixtures situate in or upon the Property and all systems, machinery and equipment used or intended to be used in connection with the operation and maintenance thereof, including but not limited to, all electrical fixtures, panels and switch boxes, heating fixtures and equipment, air conditioning units and equipment (owned by the Seller), plumbing and bathroom fixtures as installed, screens, storm windows and doors, window blinds, partitions, power wiring and installations, pumps and compressors, washers, dryers, dishwashers, refrigerators, stoves and other household appliances if appropriate, all of which are now situate on the Property and are to be free and clear of all liens, mortgages, encumbrances and security interests (excepting however all tenants' fixtures and chattels now upon the Property and belonging to tenants at present occupying the building under lease to the Seller), except: (list mortgages, Personal Property Security Act Registrations, etc.)

2A. OTHER CHATTELS AND/OR FIXTURES INCLUDED: See section 2 of Schedule "A"

2B. CHATTELS AND/OR FIXTURES EXCLUDED: See section 3 of Schedule "A"

3. RENTAL ITEMS: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: See Schedule A

4. OFFER IS IRREVOCABLE: This Offer shall be irrevocable by the Buyer until 6:00pm on the 14th day of FEBRUARY, 2006 after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full with interest accrued to date of return, if any.

5. POSSESSION DATE: This Offer shall be completed by no later than 6:00 p.m. on the 18th day of March (2006) ("Possession Date"). On Possession Date, vacant possession of the Property (subject to any

tenancies agreed to be assumed by the Buyer) shall be given to the Buyer unless otherwise provided for in this Offer.

6. NOTICES: Seller hereby appoints the Broker as his Agent for the purpose of giving and receiving notices pursuant to this Offer. Only if a Co-operating Broker represents the interests of the Buyer in this transaction, the Buyer hereby appoints the Co-operating Buyer Broker as his Agent for the purpose of giving and receiving notices pursuant to this

CL  
[Signature]

Offer. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgement below, or where a facsimile number is provided in the acknowledgement below, when transmitted electronically to that facsimile number or when an e-mail address is provided in the Acknowledgement below, when transmitted electronically with signature to that e-mail address.

7. GST: If this transaction is subject to Goods and Services Tax ("GST"), then such tax shall be payable by the Buyer in addition to the Purchase Price. The Seller will not collect GST if the Buyer provides to the Seller a statutory declaration whereby the Buyer represents and warrants that he is registered under the Excise Tax Act (Canada) ["ETA"], and will be so registered on Possession Date, together with the Buyer's ETA registration number, a representation and warranty that the Buyer shall self-assess and remit the GST payable and file the prescribed form and shall indemnify the Seller in respect of any GST payable. The foregoing representations and warranties shall not merge on Possession Date but shall survive the completion of the transaction. If this transaction is not subject to GST, Seller agrees to certify on or before Possession Date, that the transaction is not subject to GST.

8. DUE DILIGENCE SEARCHES. Buyer shall be allowed until 6:00 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_, (Due Diligence Date) to examine the files to the Property at his own expense and conduct such due diligence inquiries thought appropriate by the Buyer, at his own expense to satisfy himself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use \_\_\_\_\_ (year)

See section 5 of Schedule "A"

may be lawfully continued and that all buildings on the Property may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the Property, and Seller agrees to execute and deliver such further authorizations and consents in this regard as Buyer may reasonably require.

See section 7 of Schedule "A"

9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the Property by Buyer is or will be lawful except as may be specifically provided for in this Offer.

10A. TITLE: Seller represents and warrants that the title to the Property stands registered in the name of the Seller free and clear of all mortgages, liens, and encumbrances endorsed upon title and those statutory exceptions set forth in The Real Property Act of Manitoba title except as otherwise specifically provided in this Offer and save and except for (a) any registered restrictions or covenants that run with the Property providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any easements for the supply of domestic utilities or telephone services to the Property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the Property ("Permitted Encumbrances"). If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy and which Buyer will not waive, this Offer, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all moneys paid shall be returned to the Buyer together with the accrued interest thereon until date of return, if any, without deduction and Seller, Broker and Co-operating Broker shall not be liable for any costs or damages. Save as to any valid objection so made by such day, the Buyer shall be conclusively deemed to have accepted the Seller's title to the Property.

See section 8 of Schedule "A"

10B. By acceptance of this Offer, the Seller covenants, represents and warrants with the Buyer, and confirms that the Buyer is relying upon the accuracy of each of such covenant, representation and warranty in connection with the purchase of the Property:

See section 9 of Schedule "A"

- (i) That there are not now and will not at the Possession Date be:
- (a) any agreement or option for the purchase of the Property other than the agreement resulting from the acceptance of this Offer;
  - (b) any right-of-way or other easement however created upon, over or in respect of the Property other than permitted encumbrances;
  - (c) any subsisting lease or agreement for a lease affecting the Property, except those leases, particulars of which are set forth in the Schedule of Leases annexed and marked as Schedule \_\_\_\_\_ hereto;
- (ii) That at the Possession Date all accounts for work, labour and materials with respect to the Property shall have been fully paid and the time for filing liens pursuant to The Builders' Lien Act (Manitoba) shall have expired without any liens having been filed.
- (iii) The Seller warrants that he has no notice of or knowledge of any restrictions or covenants other than those registered against his title in any way adverse to his interest therein.
- (iv) There are no service or maintenance contracts or any other contracts relating to the Property to which the Seller is a party other than those which will be terminated by the Seller on or before the Possession Date.
- (v) That the Seller has not received any complaint, order or direction from any competent authority concerning the use of or condition of the Property under any applicable statute, law, by-law, regulation or ordinance affecting the use and occupation of or condition of same, other than any complaint, order or direction complied with by the Seller.
- (vi) That on the Possession Date the Seller shall have no engagements, undertakings, agreements and commitments to which it is then a party with respect to the Property other than the Permitted Encumbrances.
- (vii) To the Seller's knowledge the Seller has operated his business on the Property and received, handled, used, stored, tested, shipped and disposed of all environmental contaminants in compliance with all applicable environmental, health or safety laws, regulations, orders or approvals and no hazardous or toxic materials, substances, pollutants, contaminants or wastes are or have been released into the environment, or deposited, discharged, placed or disposed of at or near the Property in the conduct of the business of the Seller and, to the knowledge of the Seller, no part of the Property is being used by any person, firm or corporation, or has been used by any person, firm or corporation as a land fill or waste disposal site.

S Initial(s) \_\_\_\_\_

B Initial(s) \_\_\_\_\_

CL

- (viii) To the Seller's knowledge, all applicable environmental, health or safety laws, regulations, orders or approvals have been and continue to be complied with by the Seller, and no hazardous or toxic materials, substances, pollutants, contaminants or waste are being released into the environment, or deposited, discharged, placed or disposed of, from, at or near the Property by the Seller; no above ground tanks are located above the Property and to the knowledge of the Seller, without having made particular enquiries, no underground tanks are located under the Property, nor have been located under the Property and subsequently removed or filled.
- (ix) To the Seller's knowledge, no hazardous materials, wastes, pollutants or similar substances, as these terms are defined by current applicable laws and regulations, and no other materials have been or are used, stored, treated or otherwise disposed of, from, at or near the Property by the Seller, in violation of current applicable laws and regulations.
- (x) To the Seller's knowledge the Building is not now and never has been insulated with friable asbestos insulation which is not encapsulated, nor has it contained aluminum wiring, polychlorinated biphenyl (PCB), hydrofluorcarbons, radon gas or urea formaldehyde foam insulation.
- (xi) The Seller has the Property insured for its full insurable value on a replacement cost basis and such insurance is in full force and effect and will remain so until Possession Date expensed to the Seller.
- (xii) The Seller, if a corporation, is a corporation duly organized and validly existing under the laws of its jurisdiction of incorporation and is duly qualified in the Province of Manitoba to own the Property and conduct its business thereon and the Seller has good right, full corporate power and absolute authority to enter into this Offer and to sell, and assign and transfer the Property to the Buyer in the manner contemplated herein and to perform all of the Seller's obligations under this Offer. The Seller shall take, prior to the Possession Date, all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into of, and the execution, delivery and performance of, this Offer and the sale and purchase of the Property by the Seller to the Buyer. The Agreement resulting from the acceptance of this Offer is a legal, valid and binding obligation of the Seller, and enforceable against it, in accordance with its terms.
- (xiii) The Seller has no knowledge of any expropriation proceedings or any action, proceeding or investigation pending or threatened (or any basis therefor) which either affect or may affect the title of the Seller to the Property or the validity and enforceability of this Offer, or the ability of the Seller to carry out the terms of this Offer.
- (xiv) On the Possession Date, all buildings, structures and improvements comprising the Property shall be wholly situate within the boundaries of the Property, the boundaries of the Property shall not conflict with those of adjoining properties and there shall be no encroachments of any improvements on, to or from the adjoining properties and the locations of the buildings, structures and improvements comprising the Property will comply and conform with all municipal government laws and regulations and other applicable regulations, and the building and other fixtures on the Property will not encroach upon any easement or utility right of way on the Property.
- (xv) As of the Possession Date, all municipal taxes, rates, levies and assessments with respect to the Property and improvements thereon will have been paid in full by the Seller and to the knowledge of the Seller no local improvement levies or charges have been made in respect of the Property.

40C All of the representations and warranties contained in Section 40B shall survive the completion of the agreement resulting from the acceptance of this Offer and notwithstanding its completion, shall continue and remain in full force and effect for the benefit of the Buyer and shall not be merged or suspended by any document, transfer or conveyance delivered by the Seller hereunder or by the issuance of title to the Property in the name of the Buyer for a period of two years after the Possession Date, after which no claims may be brought by the Buyer with respect thereto.

See section 10 of Schedule "A"

40D The Seller acknowledges that any agreement resulting from acceptance of this Offer is conditional upon the representations and warranties contained in paragraph 40B being true and correct on the Possession Date and that the truth or correctness of each of them are conditions inserted herein exclusively for the benefit of the Buyer, as a condition precedent to the Buyer's obligation to complete the purchase, and any one or more of them may therefore be waived by the Buyer, at any time and agreement resulting from the acceptance of this Offer shall be amended to delete them *in fact* accordingly. If any of such conditions shall not be fulfilled on or before the Possession Date and any of them not so fulfilled shall not have been waived by the Buyer or if any representation or warranty in Section 40B is materially untrue, then unless the parties hereto agree in writing at or before the Possession Date, then at the option of the buyer, the agreement resulting from acceptance of this Offer shall be at an end and the Seller and the Buyer shall each be released from all obligations to the other under or pursuant to this Offer and resulting agreement and the deposits and all monies paid by the Buyer hereunder and all interest earned thereon as herein provided shall be paid to the Buyer forthwith without deduction.

See section 11 of Schedule "A"

40E In the event that any of the conditions contained in this Offer or any schedule attached hereto shall not be fulfilled on or before the Possession Date, or such earlier period as may be provided for hereunder, then any party for whose benefit the condition has been included shall have the right to:

See section 12 of Schedule "A"

- (i) terminate the agreement resulting from the acceptance of this Offer and the Seller and the Buyer shall each be released from all obligations to the other under or pursuant to this Offer and the resulting agreement; or
- (ii) waive compliance with the condition in whole or in part without prejudice to its rights of termination in the event of non-fulfillment of any other condition in whole or in part.

If the agreement resulting from acceptance of this offer is terminated hereunder, the deposits paid by the Buyer hereunder, and all interest earned thereon as herein provided, shall be paid to the Buyer forthwith without deduction.

S (Printed) \_\_\_\_\_  
B (Printed) \_\_\_\_\_

CL

- 11. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of evidence of title to the Property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any Surveyor's Building Location Certificate for the Property within Seller's control to Buyer as soon as possible and prior to the Due Diligence Date. If a discharge of any mortgage held by a mortgagee and which is not to be assumed by Buyer on Possession Date, is not available in registrable form on Possession Date, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, either by way of court order or mutual agreement a discharge in registrable form and to register same on title within a reasonable period of time after Possession Date, provided that on or before Possession Date Seller shall provide to Buyer a mortgage statement prepared by the Mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on Possession Date.
- 12. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 13. INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until Possession Date at the risk and responsibility of the Seller. Pending completion, Seller shall hold all Insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Offer and have all monies paid returned together with interest accrued thereon until date of return (if any) or else take the proceeds of any insurance, if available and complete the purchase. No insurance shall be transferred on Possession Date. If Seller is taking back a mortgage, or Buyer is assuming a mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on Possession Date.
- 14. THE CITY OF WINNIPEG CHARTER OR THE PLANNING ACT OF MANITOBA:** This Offer shall be effective to create an interest in the Property only if the Seller complies with the subdivision control provisions of The City of Winnipeg Charter or The Planning Act of Manitoba whichever applies, by Possession Date and Seller covenants to proceed diligently at his expense to obtain any necessary consent by Possession Date.
- 15. DOCUMENT PREPARATION:** The Transfer shall be prepared in registrable form at the expense of Seller, and the cost of registration of such transfer and any land transfer tax shall be borne by the Buyer. The mortgage to be given back (if any) by the Buyer to the Seller shall be prepared at the expense of the Buyer and registered at the expense of the Seller.
- 16. RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act (Canada) by reason of this sale. Buyer shall not claim such credit if Seller delivers on Possession Date (or within such period of time as may be prescribed by regulation or interpretation bulletin) the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
- 17. ADJUSTMENTS:** Any rents, security deposits or prepaid rental deposits, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the Possession Date, the day of possession itself to be apportioned to Buyer.
- 18. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who are specifically authorized in that regard.
- 19. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for possession. Money may be tendered by solicitors' trust cheque or bank draft or certified cheque by a Canadian Financial Institution. The solicitors' for the parties shall be entitled to impose reasonable trust conditions each upon the other, consistent always with the provisions hereof, in order to protect the interests of their respective clients.
- 20. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the Broker and/or Co-operating Broker is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 21. CONFIRMATION OF REPRESENTATION:** It is understood that the Brokers involved in the transaction represent the parties as set out in the Confirmation of Representation above.
- 22. NOMINEE:** The Buyer shall have the right to nominate in writing any person, firm or corporation, including a limited company to be hereinafter incorporated, to take title to the Property in its place and stead, and in such event each and every of the Buyer's covenants, representations and warranties herein contained shall be assumed and discharged by such nominee. Provided further the Buyer shall not be released from the obligation of the Buyer under the Offer until Possession Date of this Offer except for any obligations of the Buyer which are specified herein to continue following Possession which obligations shall so continue to be in full force and effect in accordance with the terms thereof.
- 23. OFFER IN WRITING:** If there is any conflict or discrepancy between any provision added to this Offer (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Offer including any Schedule attached hereto, shall constitute the entire Offer between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Offer other than as expressed herein. This Offer shall be read with all changes of gender or number required by the context.
- 24. ELECTRONIC TRANSMISSION:** The parties agree that this Offer and the acceptance hereof, together with any notices to be given pursuant to the Offer may be made by any inalterable electronic transmission.
- 25. HEADINGS:** The titles, captions or heading of the Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Offer.
- 26. COUNTERPARTS:** This Offer may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.
- 27. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and permitted assigns of the undersigned are bound by the terms herein.

See section 13 of Schedule "A"

See section 15 of Schedule "A"

DATED at Winnipeg this 2<sup>nd</sup> day of February 2026  
(month) (year)

SIGNED in the presence of:

(Witness)  
(Date)  
(Witness)  
(Date)  
(Witness)  
(Date)

IN WITNESS whereof I have hereunto set my hand:

(Buyer if individual)  
(Date)  
(Buyer if individual)  
(Date)  
(Buyer if corporation - signing officer - I have the authority to bind the corporation)  
SITALK KANG  
(Please print/type name and title)  
(Date)

28. ACCEPTANCE: I/We hereby accept the above and agree to and with

10257122 Manitoba Ltd  
(Buyer)

to duly complete the sale on the terms and conditions mentioned herein and to observe and perform the covenants and undertakings herein set out.

By the Seller's signature below, the Seller acknowledges (and agrees) to pay the Broker an agreed commission of 3% (state in terms of percentage of total purchase price or dollars) plus the current rate of GST and do direct and authorize him to retain and apply the deposits or so much thereof as is required to pay the said commission as and when such deposit becomes properly payable to me. I hereby irrevocably direct and authorize my solicitors to promptly pay any unpaid commission out of the sale proceeds. The Seller hereby charges and grants a security interest in the property to the Broker as security for payment of all present and future liability hereunder. Broker is entitled to register notice of this charge and security interest.

Date at Winnipeg this 3<sup>rd</sup> day of February 2026  
(Month) (Year)

SIGNED, in the presence of:

(Witness)  
(Date)  
(Witness)  
(Date)  
February 3<sup>rd</sup>, 2026  
(Date)

IN WITNESS whereof I have hereunto set my hand:

(Seller if individual) Lazer Grant Inc  
(Date)  
(Seller if individual) Lazer Grant Inc  
Collin Legall  
(Seller if corporation - signing officer - I have authority to bind the corporation)  
COLLIN LEGALL President  
(Print/type name and title)  
February 3<sup>rd</sup>, 2026  
(Date)

**PRIVACY:**

**Use and Disclosure of Sale Information**

The Buyer and Seller agree that the sale and other related information regarding this transaction may be retained and disclosed by the Broker and/or the board(s) / association(s) (if the property was listed on an MLS® system) for reporting, appraisal and statistical purposes.

Seller's Authorization

Lazer Grant Inc.  
See Schedule A

Buyer's Authorization

**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Offer to Purchase and I authorize the Agent to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Offer to Purchase and I authorize the Agent to forward a copy to my lawyer.

\_\_\_\_\_  
(Seller) **Lazer Grant Inc.**

\_\_\_\_\_  
(Buyer)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Seller) **see Schedule A**

\_\_\_\_\_  
(Buyer)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Address for Service: \_\_\_\_\_

Address for Service: \_\_\_\_\_

Tel. No. \_\_\_\_\_

Tel. No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Fax No. \_\_\_\_\_

e-mail \_\_\_\_\_

e-mail \_\_\_\_\_

Seller's Lawyer \_\_\_\_\_

Buyer's Lawyer \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Tel. No. \_\_\_\_\_

Tel. No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Fax No. \_\_\_\_\_

e-mail \_\_\_\_\_

e-mail \_\_\_\_\_

S Initial(s) CL  
B Initial(s) [Signature]

## SCHEDULE "A"

This schedule is attached to and forms part of an Offer to Purchase made by 10257122 Manitoba Ltd. as the "Buyer", to LAZER GRANT INC., solely in its capacity as Court-appointed receiver and manager of the property, assets and undertakings of Portage la Prairie Inn Corp. (formerly 6844406 Manitoba Ltd.) and 7333651 Manitoba Ltd., and not in its personal capacity (the "Seller"), regarding the property known as 37138 Highway 1, RM of Portage la Prairie, Manitoba (the "Property") made by the Buyer to the Seller (the "Offer").

The Buyer and Seller agree to the following amendments, exceptions and/or additions:

1. Reinsert the following paragraph on page 2 of the Offer:

*"In the event that the purchase is not completed by reason of the default of the Buyer, the deposit and interest earned thereon shall be forfeited immediately to the Seller and it may exercise whatever other remedies are available to the Seller at law."*

2. Paragraph 2 of the Offer is amended by adding the following sentence at the end of such paragraph:

*"The Purchase Price also includes all of the right, title and interest of the Debtor in and to: (a) that certain lease contract no. 292369 between 6844406 Manitoba Ltd. ("684") and Tandem Equipment Finance Inc. ("Tandem") accepted by Tandem on February 14, 2023 and that certain lease contract no. 283317 between 684 and Tandem accepted by Tandem on November 30, 2022 (collectively, the "Assigned Contracts" and together with the Property, the chattels described in Paragraph 2.A and the inclusions described in the immediately preceding sentence, collectively, the "Purchased Assets"). Notwithstanding the foregoing, or anything in this Offer to the contrary, it is understood that the assignment of the Assigned Contracts, in accordance with their terms, shall be a condition of closing in favour of the Seller and, in the event that either of the Assigned Contracts cannot be assigned for any reason, including without limitation because a consent or approval, that is a condition precedent to such assignment, of a party thereto has not been obtained as of the Possession Date, the Seller may, at its option: (i) waive such condition, (ii) together with the Buyer, extend the Possession Date for a reasonable period of time to continue pursuing any assignments of the Assigned Contracts; (iii) seek to include in the Vesting Order being sought from the Court, an order assigning such Assigned Contracts to the Buyer on terms satisfactory to the Seller, in its sole and absolute discretion; or (iv) terminate this Offer. For certainty, the failure of the Seller to deliver any assignment of any Assigned Contracts shall not constitute a breach of this Offer. In the event that, pursuant to this Paragraph 2, the Vesting Order includes an order assigning such Assigned Contracts to the Buyer on terms satisfactory to the Seller, in its sole and absolute discretion, the condition of closing for the assignment of the Assigned Contracts shall be deemed to be satisfied."*

3. Insert the following list into Paragraph 2A of the Offer:

•



de

CL

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

4. Insert the following into Paragraph 2B of the Offer:

- *"1996 Tiffin RV previously parked on the Property"*

5. Insert the following into Paragraph 3 of the Offer:

- *"The vending machines located on the Property.", which are not part of the Purchased Assets and are not being transferred to the Buyer." [NTD: To be confirmed]*

*CL*

6. Paragraph 5 of the Offer is amended by deleting the first sentence in its entirety and replacing it with the following:

*"5. POSSESSION DATE. The closing of the Transaction (as defined herein) shall be completed on the fifth (5<sup>th</sup>) business day following the date that the Vesting Order is made by the Court (such fifth (5<sup>th</sup>) business day being the "Possession Date")."*

7. Insert the following as new Paragraph 8 of the Offer:

*"8. ACQUISITION OF ASSETS ON "AS IS, WHERE IS" BASIS: The Buyer hereby acknowledges and agrees as follows:*

*(a) The Purchased Assets are being purchased on an "as is, where is" basis as they exist at the Possession Date;*

*(b) It has conducted or will conduct its own searches and investigations relating to the Purchased Assets;*

*(c) It has conducted such inspections of the Purchased Assets as deemed appropriate, satisfied itself with respect to the Purchased Assets and all matters connected with or related to the Purchased Assets, and has relied entirely upon its own investigations and inspections in entering into this Offer to acquire all of the Seller's and the Debtor's right, title and interest, if any, in and to the Purchased Assets, without regard to any information made available or provided by the Seller or its representatives and/or agents, including any reports in respect of the Purchased Assets supplied by the Seller or its representatives and/or agents;*

*(d) Subject to Closing, the Buyer will accept the Purchased Assets in their state, condition and location as at the Possession Date. The Seller makes no representations, warranties, statements or promises on its own behalf or on behalf of the Debtor in favour of the Buyer concerning the Purchased Assets, or the Seller's or*

*sk*

*CL*

*the Debtor's right, title or interest in or to the Purchased Assets, which the Buyer acknowledges are being acquired on an "as is, where is" basis (including without limitation as to title thereto and/or the state of any encumbrances), or the good standing, assignability uses or applications of the Purchased Assets, whether express or implied, statutory or collateral, arising by operation of applicable Law, including The Sale of Goods Act (Manitoba) or otherwise. The Buyer has satisfied itself as to the current or future intended use of the Purchased Assets; and*

*(e) Without limiting the generality of foregoing, it acknowledges and accepts that the description of, and information relating to, the Purchased Assets and any portion thereof contained in this Offer, the schedules hereto or otherwise provided by the Seller is for the purpose of identification only; and that no representation, warranty or condition has or will be given by the Seller or any other person concerning completeness or the accuracy of such descriptions."*

8. Insert the following as new Paragraph 9 of the Offer:

**"9.A VESTING ORDER PROCEDURE:** *The Buyer and the Seller acknowledge and agree that:*

*(a) The Seller's and the Buyer's obligations under this Offer and the closing are subject to the making and terms of the Vesting Order, the form and content of which shall be acceptable to the Seller and the Seller's solicitors, acting reasonably;*

*(b) The Seller shall use its commercially reasonable efforts to file and serve, promptly following acceptance of this Offer, a motion with the Court seeking the Vesting Order;*

*(c) The Buyer shall provide any information and take such actions as may be reasonably requested by the Seller to assist the Seller in obtaining the Vesting Order and any other order of the Court reasonably necessary;*

*(d) If leave to appeal is sought, an appeal is taken or a stay pending appeal is requested with respect the Vesting Order, the Seller shall promptly notify the Buyer of such leave to appeal, appeal or stay request and shall promptly provide to the Buyer a copy of the related notice(s) or order(s) and written notice of any motion or application filed in connection with any leave to appeal or appeal from such orders; and*

*(e) The Seller shall use commercially reasonable efforts to diligently prosecute: (i) the dismissal of any motion for leave to appeal, appeal, or stay request; and (ii) cancelation of any stay imposed by law; for the purpose of obtaining a final and non-appealable Vesting Order.*

*For the purposes of this Offer, "Vesting Order" shall mean the final and non-appealable order made by the Court which: (i) approves the sale and purchase described herein (the "Transaction"), (ii) vests title to the Purchased Assets in the name of Buyer free and clear of Mortgage No. 1207793/3 (in favour of Stride Credit Union Limited), Caveat No. 1242443/3 (in favour of H.M The King In Right Of The Province Of Manitoba) and Manitoba Personal Property Registry financing statement nos. 202005707503, 202005698504 and 202014149700 (collectively, the*

*SA*  
*CL*

**"Non-Permitted Encumbrances"), and (iii) if required in accordance with Paragraph 2, orders the assignment of Assigned Contracts to the Buyer;**

**9.B VESTING ORDER CONDITION:** *The obligations of the Buyer and the Seller to complete the Transaction shall be subject to the satisfaction of, or compliance with, at or before the Possession Date, each of the following conditions precedent:*

(a) *The Vesting Order shall have been made by the Court on or before March 13, 2026 (the "Condition Date") and such orders shall not have been stayed, vacated or appealed and no order shall have been issued which restrains or prohibits the completion of the Transaction; and*

(b) *There shall be no order issued by any governmental authority delaying, restricting or preventing, and no pending or threatened claim, judicial or administrative proceeding, or investigation against any party by any person, for the purpose of enjoining, delaying, restricting or preventing the consummation of this Transaction, or otherwise claiming that this Offer or the consummation of the Transaction is improper or would give rise to proceedings under any applicable law*

*The foregoing conditions are true condition precedents for the benefit of the Buyer and the Seller and non-satisfaction or non-performance of any such condition may only be waived by the Buyer and the Seller. In the event that the Vesting Order is not obtained by the Condition Date, this Offer shall be terminated and of no further force nor effect.*

9. Insert the following as new Paragraph 10.A of the Offer:

**"10.A TITLE:** *The Seller will not be obliged to furnish any abstracts of title, and shall only be required to provide such evidence of title as may be in its possession or control. No other documentation may be called for by the Buyer."*

10. Insert the following as new Paragraph 10.8 of the Offer:

**"10.B RESTAIN:** *Notwithstanding anything else contained herein, any conveyance by the Seller is subject to it not being restrained nor enjoined from completing the sale by a Court nor the filing nor registration of any document preventing a transfer of good title to the Buyer. If any such proceedings are taken or registrations made, the Seller shall be under no obligation to the Buyer to complete the sale."*

11. Insert the following as new Paragraph 10.C of the Offer:

**"10.C. TAKING POSSESSION:** *The Buyer shall obtain possession of the Purchased Assets at the Buyer's own expense. Any costs or proceedings required to obtain possession shall be the responsibility of the Buyer. The Buyer will be responsible for dealing with any and all tenancies and agrees to indemnify the Seller of, from and against any and all claims arising from such tenancies."*

12. Insert the following as new Paragraph 10.D of the Offer:

**"10.D. FIXTURES AND CHATTELS:** *The Buyer acknowledges that any fixtures in or on the Property that are real property and the chattels described in Paragraph 2.A are to be taken by it at its own risk completely, without representation nor warranty of*

*JR*

*CL*

any kind from the Seller as to ownership, title or state of repair of any such fixtures or chattels. The Buyer further acknowledges that the Seller is not required to remove any other chattels from the Property prior to the Possession Date and that the Buyer will accept the Property with any other chattels that may be in them on the Possession Date. The Seller shall not be required to deliver a bill of sale in respect of any chattels being purchased pursuant to this Offer."

13. Insert the following as new Paragraph 10.E of the Offer:

**"10.E. EASEMENTS AND ENCROACHMENTS:** The Buyer accepts the Property with any and all registered and unregistered encroachments, rights of way and easements by, on or over the Property and any non-compliance with zoning regulations or other applicable laws."

14. Insert the following as new Paragraph 11 of the Offer:

**"11A. REGISTRATION COSTS AND ENCUMBRANCES:** The Buyer shall be responsible for the registration costs of the land transfer documentation, including the Vesting Order and Seller's certificate and any taxes applicable. The Buyer acknowledges that only the Non-Permitted Encumbrances will be vacated by the Vesting Order and that any and all other security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, builder's 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 will not be vacated by the Vesting Order.

**11.B. CONDITION PRESENT - NEW ENCUMBRANCES.** Notwithstanding the foregoing, it is a condition of closing in favour of the Buyer that no new material encumbrance(s) be registered against title to the Property that the Seller cannot or will not discharge prior to Possession Date or following the Possession Date under appropriate trust conditions. In the event such an encumbrance arises, the Buyer may, at its option: (i) waive such condition, or (ii) terminate this Offer. For greater certainty, this condition shall not apply to any of the following:

- (a) Caveat Nos. 38721/3, 94-7391/3 and 1103781/3;
- (b) Easement No. 1227661/3;
- (c) any registered restrictions or covenants that run with the Property; and
- (d) any registered municipal agreements and registered agreements with publicly regulated utilities.

**11.C. TAXES AND UTILITIES.** The Seller shall be responsible for paying all property taxes, including any penalties, up to the Possession Date. Utility bills, including hydro, water, and any other charges, shall also be the responsibility of the Seller until the Possession Date.

15. Paragraph 13 of the Offer is deleted in its entirety and replaced with the following:

**"13. INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until Possession Date at the risk and responsibility of the Seller. Pending completion, Seller shall hold all insurance policies, if any, and the

*st*

*CL*

*proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage arising after the date of acceptance of this Offer, Buyer may either terminate this Offer and have all monies paid returned together with interest accrued thereon until date of return (if any) or else take the proceeds of any insurance, if available and complete the purchase. For the purposes of this Offer, "substantial damage" shall mean damage to the Property, the cost of which to repair, as determined by the Seller's architect or contractor acting reasonably, exceeds fifteen (15%) percent of the Purchase Price. No insurance shall be transferred on Possession Date. If Seller is taking back a mortgage, or Buyer is assuming a mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on Possession Date. The Seller shall continue to monitor the Property and keep it heated until the Possession Date."*

16. Reference in Paragraph 17 to "local improvement rates" shall be amended to "the current portion of local improvement rates".

17. The following Paragraphs 28 and 29 are added to the Offer:

**"28. PROTECTION AND CAPACITY OF SELLER:** *Nothing in this Offer shall or shall be interpreted to require the Seifer to do any act or thing that would result in a breach or default by the Seller of any duty or obligation of the Seller as provided in or by the Receivership Order, any amendment thereof or further order, or any statute or otherwise at law. The Seller is executing and delivering this Offer in its capacity as Court-appointed receiver and manager of the property, assets and undertaking of the Debtor and not in its personal capacity and none of Lazer Grant Inc. and MNP LLP and their respective directors, officers, agents, servants, or employees shall have any personal or corporate liabilities hereunder or at common law, or by statute, or equity or otherwise as a result hereof.*

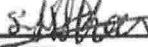
**29. ASSIGNED CONTRACTS:** *Upon the terms and subject to the conditions set forth in this Offer, subject to closing, as of the Possession Date the Buyer shall assume and shall pay, discharge, honour and perform, as the case may be and as and when due, from and after the Possession Date, all liabilities and obligations with respect to the Assigned Contracts. The Buyer hereby agrees to indemnify and save harmless the Seller from all claims, liabilities, damages, losses and other amounts arising directly or indirectly out of or in connection with the failure by the Buyer to discharge the Assigned Contracts. On the Possession Date, the Buyer will deliver to the Seller a written assumption of the Assigned Contracts to this effect, in the Seller's*

18. The following Paragraph 30 is added to the Offer:

**"30. STATEMENT OF CLAIM:** *The Purchased Assets shall include the Seller's interest, if any, in and to statement of claim no. C124-01-47252 filed at the Court of King's Bench by 684406 Manitoba Ltd. and 7333651 Manitoba Limited against Advanced Insulation Inc. relating to damages allegedly caused to the building as a result of poor workmanship by Advanced Insulation Inc."*


Signed by the Buyer this 2<sup>nd</sup> day of February, 2026.

**10257122 MANITOBA LTD.**

Per:   
Name: SITAL KANG  
Title: president.

Signed by the Seller this 3<sup>rd</sup> day of February, 2026.

**LAZER GRANT INC., solely in its capacity as Court-appointed receiver and manager of the property, assets and undertakings of Portage la Prairie Inn Corp. (formerly 6844406 Manitoba Ltd.) and 7333651 Manitoba Ltd., and not in its personal capacity**

Per:   
Name: COLLIN LEGALL  
Title: President

H

October 10, 2025

**EMAIL**

T. Valgardson  
Levene Tadman Golub Law Corporation

T. Sandulak/ D. Johnston, Crown Counsel  
Manitoba Justice

**Re: 6844406 MANITOBA LTD.**  
**- and -**  
**Director of Employment Standards**  
**Case Nos. 224/25/ESC; 225/25/ESC; 226/25/ESC & 227/25/ESC**

---

Please be advised that a hearing has been scheduled for:

**Friday, January 16, 2026**

The hearing will be held **virtually** starting at **9:30 a.m. Central Time (CT)**. The parties will receive an invitation and link for those participating via Microsoft Teams closer to the date of the hearing. Attached please find the Board's guidelines for hearings.

The Board requests that you provide electronic versions of any documents or authorities on which you intend to rely on or before **Friday, January 9, 2026**.

If you have questions or need assistance providing your documents, please contact me at 204-791-1792.

Yours truly,



Michelle Saper  
Board Officer

MS/ss

c. J. Inder Singh Sandhu, 6844406 Manitoba Ltd.

## **Worker Recruitment and Protection Act Order Notice**

Attached is an Order as prescribed by *The Worker Recruitment and Protection Act*. Such orders are treated the same, and with the same priority, as wages recovered under *The Employment Standards Code*. As a party to the Order you may:

### 1. **Satisfy the Order**

Should there be an outstanding amount owed by you, issue a certified cheque or money order payable to the **Province of Manitoba Wage Trust Account**, for the amount indicated in the Order. If payment is received by the Director of Employment Standards within seven (7) days of the service of the Order, no further action will be taken.

### 2. **Appeal the Order**

For each Order you wish to appeal, a letter must be filed with the Director of Employment Standards, Manitoba Labour & Immigration, within seven (7) days from service of the Order. In your letter, you **must** specify the reasons for the appeal and request that the matter be referred to the Manitoba Labour Board.

Along with the letter of appeal, you must file a deposit of the full amount of the Order, in the form of a certified cheque or money order made payable to the Province of Manitoba Wage Trust Account in order to be timely. In certain circumstances, application may be made to the Chairperson of the Manitoba Labour Board, for a reduction of the required deposit of monies pursuant to the Section 111(2) of *The Employment Standards Code* and Section 30 of the Employment Standards Regulation No. 6/2007. Be sure to indicate the address where you can receive documents related to this appeal.

Please ensure that appeal requests or applications for deposit reductions are sent to the following address:

**Director of Employment Standards  
Manitoba Labour and Immigration  
Room 606-401 York Avenue  
Winnipeg, Manitoba R3C 0P8**

*\*Please note: A letter of appeal and monies if applicable are required for each Order issued. See reverse for the legislative requirements pertaining to the payment of a deposit to the Director or application to the Board Chairperson for a reduction of the deposit.*

### 3. **Request Extension**

A letter requesting an extension of time to reply to the Order must be received by the Director of Employment Standards within seven (7) days of service of the Order.

**To ensure that deadlines are met, consideration should be given to registered or certified mail or personal delivery to the address above.**

**If the above requirements are not complied with, the Order will be registered as a judgment in the Court of King's Bench which could result in writs of seizure and sale of chattels, attachment of accounts receivable, bank accounts, wages and other similar assets, and the filing of a caveat against real property.**

*(Please see reverse)*

***The Worker Recruitment and Protection Act, C.C.S.M. c. W197***

**Recovery same as recovering unpaid wages**

20(5) The amount ordered to be paid by a licensee, employment agency business, temporary help agency or employer under this section is a debt owing to the government and may be recovered by the director in the same manner, and with the same priority, as wages may be recovered under *The Employment Standards Code*.

**CRITERIA FOR DEPOSITS**

***The Employment Standards Code, S.M. 1998, c.29***

**Deposit required**

**111(1)** If the person requesting a referral under section 110 is required by the order to pay wages, the person must deposit with the director, at the time of making the request, an amount equal to the total amount payable by the person under the order.

**CRITERIA FOR APPLICATION TO BOARD CHAIRPERSON**

***The Employment Standards Code, S.M. 1998, c.29***

**Chairperson may reduce deposit**

**111(2)** If the amount to be paid as a deposit is more than a prescribed amount, the board chairperson may, on application, reduce it to an amount not less than the prescribed amount if he or she is satisfied that it would be unfair or unreasonable not to do so.

**Chairperson not to hear referral**

**111 (3)** The chairperson shall not hear a matter referred to the board under subsection 110(1) if he or she hears an application in respect of the matter under subsection (2).

***Employment Standards Regulation 6/2007***

**Reduction of required deposit**

**30** The prescribed amount for the purposes of the following provision of the Code is \$5,000.:

- (a) subsection 111(2) (reduction of deposit on referral to the board);
- (b) subsection 138.2(4) (reduction of deposit on appeal of administrative penalty).



**Labour and Immigration**

Employment Standards

606-401 York Avenue, Winnipeg, Manitoba, Canada R3C 0P8

T 204-945-3352/1-800-821-4307 F 204-948-3046

[www.manitoba.ca](http://www.manitoba.ca)

**16/25/WRAPA**

**File No.: 142985**

**IN THE MATTER OF: THE WORKER RECRUITMENT AND PROTECTION ACT**

**BETWEEN:**

**6844406 Manitoba Ltd.**

Employer,

- and -

**Yvonne Spyropoulos**

Director, Employment Standards Branch

Director,

- and -

**Sahil Bahri**

Foreign Worker(s),

1. Pursuant to Section 19 of *The Worker Recruitment and Protection Act*, an investigation of the Employer has been conducted by the Director.
2. As a result of that investigation, the Director has determined that the Employer reduced the wages of a Foreign Worker(s) contrary to section 17 of *The Worker Recruitment and Protection Act* in the amount of Eighty Seven Thousand Seven Hundred Thirty Nine Dollars Forty Cents (\$87,739.40). The wage reductions were collected by **6844406 Manitoba Ltd.** from the Foreign Worker(s) on the dates and in the amounts identified in the attached statement of adjustment.

**ORDER**

It is HEREBY ORDERED, pursuant to Section 20 of *The Worker Recruitment and Protection Act* and section 117(3)(a) of *The Employment Standards Code*, that the Employer pay forthwith to the Director the amount of Eighty Seven Thousand Seven Hundred Thirty Nine Dollars Forty Cents (\$87,739.40) as monies owing to the Foreign Worker, and One Thousand Dollars (\$1,000.00) being an administrative fee for a total owing of **Eighty Eight Thousand Seven Hundred Thirty Nine Dollars Forty Cents (\$88,739.40)**.

Dated at Winnipeg, in the Province of Manitoba, this 24 day of July, 2025.

---

Matthew Darragh  
Employment Standards Officer  
Employment Standards

NOTES:

- (1) If you dispute this Order, you may, within a period of seven (7) days from the date of delivery or service of the Order, make a written request to the Director of Employment Standards ("Director") to refer this matter to the Manitoba Labour Board for a hearing. That written request must include written reasons for the referral request as well as the required deposit.
- (2) A request for an extension of time to reply to the Order can be made in writing; however, it must be received by the Director within seven (7) days from delivery or service of the Order.
- (3) If you do not comply with this Order, the Director will, pursuant to Section 103(1) of *The Employment Standards Code*, file a copy of the Order in the King's Bench where it becomes a judgment of that King's Bench in favour of the Director.
- (4) A judgment registered in the Court of King's Bench will allow the Director to pursue whatever remedies are available to collect the amount set out in the judgment. These actions may include, but are not limited to, writs of seizure and sale of chattels, attachments of accounts receivable, bank accounts, wages and other similar assets, and the filing of a caveat against real property.
- (5) Pursuant to Section 103(1.1) of *The Employment Standards Code* if the Director utilizes the services of a collection agency you may be liable for the collection fees and disbursements associated with the collection of this Order.
- (6) Failure to comply with this Order may result in prosecutions or other legal steps being initiated.
- (7) Certified cheques, money orders (payable to the "Province of Manitoba Wage Trust Account"), or cash should be forwarded to the Employment Standards Branch, Room 606, 401 York Avenue, Winnipeg, Manitoba, R3C 0P8.
- (8) ***An itemized statement of any required statutory deductions (e.g.: Income Tax, Canada Pension Plan, Employment Insurance) made from the wages of an employee should be forwarded with any remittance(s).***

ORDER SENT TO: All parties named in the Order.

/MD  
Attachments

## Statement of Adjustment

<b>FILE NUMBER:</b>	143058
<b>EMPLOYEE:</b>	Sahil Bahril
<b>EMPLOYER:</b>	6844406 Manitoba Ltd.
<b>RATE OF PAY:</b>	\$17.50 per hour

<u>EMPLOYEE ISSUES INVESTIGATED</u>	AMOUNT
<b>October 15, 2023 - May 4, 2025</b>	
<b>EARNED WAGES</b>	
2984 hours x \$17.50 per hour	\$52,220.00
<b>OVERTIME WAGES</b>	
3035 hours x \$26.25 per hour	\$79,668.75
<b>GENERAL HOLIDAY WAGES</b>	
13 general holidays x (8 hours x \$17.50)	\$1,820.00
Victoria Day 2025 - \$1,400.00 x 5%	\$70.00
<i>Per s.27 of The Employment Standards Code</i>	
<b>VACATION WAGES</b>	
\$54,110.00 x 4%	\$2,164.40
<b>WAGE IN LIEU OF NOTICE</b>	
\$17.50 x 40 hours per week x 2 weeks	\$1,400.00
<b>WAGES SUBTOTAL:</b>	<b>\$137,343.15</b>
(LESS: WAGES PAID)	\$49,603.75
<b>TOTAL AMOUNT OWED TO EMPLOYEE:</b>	<b><u>\$87,739.40</u></b>

<b><u>ADMINISTRATIVE FEE</u></b>	<b><u>\$1,000.00</u></b>
----------------------------------	--------------------------

<b>TOTAL AMOUNT ORDRED:</b>	<b>\$88,739.40</b>
-----------------------------	--------------------

*Based on Employer and Employee Records*



Matthew Darragh  
 Employment Standards Officer  
 Employment Standards

**NOTE:** *An Administrative Fee of \$100 minimum, or 10% of the total amount owing up to a maximum of \$1,000 will be charged on all Orders issued.*

Spreadsheet

Sahil Bahri

Week Ending	Rate of Pay	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours	Reg. Hours	OT Hours	General Holiday Wages	Regular Wages	Overtime Wages	Vacation Wages	Gross Wages	Wages Paid	Under-payment	Notes
October 7, 2023	\$17.50								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00			
October 14, 2023	\$17.50								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00			
October 21, 2023	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50		\$1,725.50	
October 28, 2023	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
November 4, 2023	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50		\$3,451.00	
November 11, 2023	\$17.50	13		13	13	13	13	13	78	40	38	\$ 140.00	\$560.00	\$1,207.50	\$28.00	\$1,935.50			
November 18, 2023	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$603.75	\$3,057.25	
November 25, 2023	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
December 2, 2023	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	135(7)
December 9, 2023	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
December 16, 2023	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	
December 23, 2023	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
December 30, 2023	\$17.50	13		13	13	13	13	13	78	40	38	\$ 140.00	\$560.00	\$1,207.50	\$28.00	\$1,935.50	\$1,400.00	\$2,261.00	
January 6, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ 140.00	\$560.00	\$1,207.50	\$28.00	\$1,935.50	\$1,400.00	\$2,261.00	
January 13, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,261.00	
January 20, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
January 27, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	
February 3, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
February 10, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	
February 17, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
February 24, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ 140.00	\$560.00	\$1,207.50	\$28.00	\$1,935.50	\$1,400.00	\$2,261.00	
March 2, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
March 9, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	
March 16, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
March 23, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	
March 30, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ 140.00	\$560.00	\$1,207.50	\$28.00	\$1,935.50			
April 6, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,261.00	
April 13, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
April 20, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	
April 27, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
May 4, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	
May 11, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
May 18, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	
May 25, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ 140.00	\$560.00	\$1,207.50	\$28.00	\$1,935.50			
June 1, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,261.00	
June 8, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
June 15, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	
June 22, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
June 29, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	
July 6, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ 140.00	\$560.00	\$1,207.50	\$28.00	\$1,935.50			
July 13, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,261.00	
July 20, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
July 27, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	
August 3, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
August 10, 2024	\$17.50	13	13	13	13	13	13	13	91	40	51	\$ -	\$700.00	\$1,338.75	\$28.00	\$2,066.75	\$1,400.00	\$2,392.25	
August 17, 2024	\$17.50	13	13	13	13	13	13	13	91	40	51	\$ -	\$700.00	\$1,338.75	\$28.00	\$2,066.75			
August 24, 2024	\$17.50								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400.00	\$666.75	
August 31, 2024	\$17.50								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00			
September 7, 2024	\$17.50								0	0	0	\$ 140.00	\$0.00	\$0.00	\$5.60	\$145.60		\$145.60	
September 14, 2024	\$17.50								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00			
September 21, 2024	\$17.50			13	13	13	13	13	65	40	25	\$ -	\$700.00	\$656.25	\$28.00	\$1,384.25	\$1,400.00	-\$15.75	
September 28, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
October 5, 2024	\$17.50	13		13	13	13	13	13	65	40	25	\$ -	\$700.00	\$656.25	\$28.00	\$1,384.25	\$1,400.00	\$1,709.75	
October 12, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
October 19, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ 140.00	\$560.00	\$1,207.50	\$28.00	\$1,935.50	\$1,400.00	\$2,261.00	
October 26, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
November 2, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	
November 9, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
November 16, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	
November 23, 2024	\$17.50	13	13	13	13	13	13	13	91	40	51	\$ -	\$700.00	\$1,338.75	\$28.00	\$2,066.75			
November 30, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,392.25	
December 7, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
December 14, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	
December 21, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
December 28, 2024	\$17.50	13		13	13	13	13	13	78	40	38	\$ 140.00	\$560.00	\$1,207.50	\$28.00	\$1,935.50	\$1,400.00	\$2,261.00	
January 4, 2025	\$17.50	13		13	13	13	13	13	78	40	38	\$ 140.00	\$560.00	\$1,207.50	\$28.00	\$1,935.50			
January 11, 2025	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,261.00	
January 18, 2025	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
January 25, 2025	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$2,051.00	
February 1, 2025	\$17.50	13		13	13	13	13	13	65	40	25	\$ -	\$700.00	\$656.25	\$28.00	\$1,384.25			
February 8, 2025	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50	\$1,400.00	\$1,709.75	
February 15, 2025	\$17.50	13		13	13	13	13	13	78	40	38	\$ -	\$700.00	\$997.50	\$28.00	\$1,725.50			
February 22, 2025	\$17.50	13		13	13	13													

## EMPLOYMENT STANDARDS CODE ORDER NOTICE

Attached is an Order as prescribed by *The EMPLOYMENT STANDARDS CODE* setting out wages owed to the parties involved. As a party to the Order you may:

### 1. Satisfy the Order

Should there be an outstanding amount owed by you, issue a certified cheque or money order payable to the **Province of Manitoba Wage Trust Account**, for the amount indicated in the Order. If payment is received by the Director of Employment Standards within seven (7) days of the service of the Order, no further action will be taken.

### 2. Appeal the Order

For each Order you wish to appeal, a letter must be filed with the Director of Employment Standards, Manitoba Labour and Immigration, within seven (7) days from service of the Order. In your letter, you **must** specify the reasons for the appeal and request that the matter be referred to the Manitoba Labour Board.

Along with the letter of appeal, you must file a deposit of the full amount of the Order, in the form of a certified cheque or money order made payable to the Province of Manitoba Wage Trust Account in order to be timely. In certain circumstances, application may be made to the Chairperson of the Manitoba Labour Board, for a reduction of the required deposit of monies pursuant to the Section 111(2) of *The Employment Standards Code* and Section 30 of the Employment Standards Regulation No. 6/2007. Be sure to indicate the address where you can receive documents related to this appeal.

Please ensure that appeal requests or applications for deposit reductions are sent to the following address:

**Director of Employment Standards  
Manitoba Labour and Immigration  
Room 606-401 York Avenue  
Winnipeg, Manitoba R3C 0P8**

*\*Please note: A letter of appeal and monies if applicable are required for each Order issued. See reverse for the legislative requirements pertaining to the payment of a deposit to the Director or application to the Board Chairperson for a reduction of the deposit.*

### 3. Request Extension

A letter requesting an extension of time to reply to the Order must be received by the Director of Employment Standards within seven (7) days of service of the Order.

**To ensure that deadlines are met, consideration should be given to registered or certified mail or personal delivery to the address above.**

**If the above requirements are not complied with, the Order will be registered as a judgment in the Court of King's Bench which could result in writs of seizure and sale of chattels, attachment of accounts receivable, bank accounts, wages and other similar assets, and the filing of a caveat against real property.**

*(Please see reverse)*

## **CRITERIA FOR DEPOSITS**

### ***The Employment Standards Code, S.M. 1998, c.29***

#### **Deposit required**

**111(1)** If the person requesting a referral under section 110 is required by the order to pay wages, the person must deposit with the director, at the time of making the request, an amount equal to the total amount payable by the person under the order.

## **CRITERIA FOR APPLICATION TO BOARD CHAIRPERSON**

### ***The Employment Standards Code, S.M. 1998, c.29***

#### **Chairperson may reduce deposit**

**111(2)** If the amount to be paid as a deposit is more than a prescribed amount, the board chairperson may, on application, reduce it to an amount not less than the prescribed amount if he or she is satisfied that it would be unfair or unreasonable not to do so.

#### **Chairperson not to hear referral**

**111 (3)** The chairperson shall not hear a matter referred to the board under subsection 110(1) if he or she hears an application in respect of the matter under subsection (2).

### ***Employment Standards Regulation 6/2007***

#### **Reduction of required deposit**

**30** The prescribed amount for the purposes of the following provision of the Code is \$5,000.:

- (a) subsection 111(2) (reduction of deposit on referral to the board);
- (b) subsection 138.2(4) (reduction of deposit on appeal of administrative penalty).



**Labour and Immigration**

Employment Standards

606-401 York Avenue, Winnipeg, Manitoba, Canada R3C 0P8

T 204-945-3352/1-800-821-4307 F 204-948-3046

[www.manitoba.ca](http://www.manitoba.ca)

**IN THE MATTER OF: THE EMPLOYMENT STANDARDS CODE**

**243/25/ER**

**File No.: 142981**

**BETWEEN:**

**6844406 Manitoba Ltd.**

Employer,

-and-

Jaspinderjit Kaur

Employee(s)

1. Pursuant to Section 117(3) and Section 96(1) of *The Employment Standards Code*, it is hereby determined that wages are due and payable to the above-named employee(s) as follows:

- (a) wages in the amount of Sixty One Thousand Three Hundred Thirty Two Dollars Twenty Three Cents (\$61,332.23) are owing to the employee(s) named in the attached statement(s) of adjustment;

**ORDER**

IT IS HEREBY ORDERED that the employer pay forthwith the amount of Sixty One Thousand Three Hundred Thirty Two Dollars Twenty Three Cents (\$61,332.23) being wages owing to the employee(s) named in the attached statement(s) of adjustment and One Thousand Dollars (\$1,000.00) being an administrative fee for a total owing of **Sixty Two Thousand Three Hundred Thirty Two Dollars Twenty Three Cents (\$62,332.23)**.

Dated at Winnipeg, in the Province of Manitoba, this 24 day of July, 2025.

---

Matthew Darragh  
Employment Standards Officer  
Employment Standards

**NOTES:**

- (1) If you dispute this Order, you may, within a period of seven (7) days from the date of delivery or service of the Order, make a written request to the Director of Employment Standards ("Director") to refer this matter to the Manitoba Labour Board for a hearing. That written request must include written reasons for the referral request as well as the required deposit.
- (2) A request for an extension of time to reply to the Order can be made in writing; however, it must be received by the Director within seven (7) days from delivery or service of the Order.
- (3) If you do not comply with this Order, the Director will, pursuant to Section 103(1) of *The Employment Standards Code*, file a copy of the Order in the King's Bench where it becomes a judgment of that King's Bench in favour of the Director.
- (4) A judgment registered in the Court of King's Bench will allow the Director to pursue whatever remedies are available to collect the amount set out in the judgment. These actions may include, but are not limited to, writs of seizure and sale of chattels, attachments of accounts receivable, bank accounts, wages and other similar assets, and the filing of a caveat against real property.
- (5) Pursuant to Section 103(1.1) of *The Employment Standards Code* if the Director utilizes the services of a collection agency you may be liable for the collection fees and disbursements associated with the collection of this Order.
- (6) Failure to comply with this Order may result in prosecutions or other legal steps being initiated.
- (7) Certified cheques, money orders (payable to the "Province of Manitoba Wage Trust Account"), or cash should be forwarded to Employment Standards, Room 606, 401 York Avenue, Winnipeg, Manitoba, R3C 0P8.
- (8) ***An itemized statement of any required statutory deductions (e.g.: Income Tax, Canada Pension Plan, Employment Insurance) made from the wages of an employee should be forwarded with any remittance(s).***

ORDER SENT TO: All parties named in the Order.

/MD  
Attachments

### Statement of Adjustment

<b>FILE NUMBER:</b>	143058
<b>EMPLOYEE:</b>	Jaspinderjit Kaur
<b>EMPLOYER:</b>	6844406 Manitoba Ltd.
<b>RATE OF PAY:</b>	\$17.00 per hour

<u>EMPLOYEE ISSUES INVESTIGATED</u>	AMOUNT
<b>August 1, 2024 - March 22, 2025</b>	
<b>EARNED WAGES</b>	
1232.5 hours x \$17.00	\$20,952.50
<b>OVERTIME WAGES</b>	
1567.75 hours x \$25.50	\$39,977.63
<b>GENERAL HOLIDAY WAGES</b>	
6 general holidays x (8 hours x \$17.00)	\$816.00
Good Friday 2025      \$680.00 x 5%	\$34.00
<i>Per s.27 of The Employment Standards Code</i>	
<b>VACATION WAGES</b>	
\$21,802.50 x 4%	\$872.10
<b>WAGE IN LIEU OF NOTICE</b>	
\$17.00 x 40 hours per week x 1 week	\$680.00
<b>WAGES SUBTOTAL:</b>	<b>\$63,332.23</b>
(LESS: WAGES PAID)	\$2,000.00
<b>TOTAL AMOUNT OWED TO EMPLOYEE:</b>	<b>\$61,332.23</b>

<b><u>ADMINISTRATIVE FEE</u></b>	<b><u>\$1,000.00</u></b>
----------------------------------	--------------------------

<b>TOTAL AMOUNT ORDRED:</b>	<b>\$62,332.23</b>
-----------------------------	--------------------

*Based on Employer and Employee Records*



\_\_\_\_\_  
 Matthew Darragh  
 Employment Standards Officer  
 Employment Standards

**NOTE:**                      ***An Administrative Fee of \$100 minimum, or 10% of the total amount owing up to a maximum of \$1,000 will be charged on all Orders issued.***

**Spreadsheet**

Jaspinderjit Kaur

Week Ending	Rate of Pay	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours	Reg. Hours	O/T Hours	General Holiday Wages	Regular Wages	Overtime Wages	Vacation Wages	Gross Wages	Wages Paid	Under-payment	Notes
August 3, 2024	\$17.00					12.5	11	12.5	36	24	12	\$ -	\$408.00	\$306.00	\$16.32	\$730.32			
August 10, 2024	\$17.00	14.5	16	14.75	15	12	14	13	99.25	40	59.25	\$ -	\$680.00	\$1,510.88	\$27.20	\$2,218.08	\$2,000.00	\$948.40	135(7) ESC for wage payment
August 17, 2024	\$17.00	12	13	13	14	13	13	14	92	40	52	\$ -	\$680.00	\$1,326.00	\$27.20	\$2,033.20			
August 24, 2024	\$17.00	15.5	14.5	15	13	15	15.5	13	101.5	40	61.5	\$ -	\$680.00	\$1,568.25	\$27.20	\$2,275.45		\$4,308.65	
August 31, 2024	\$17.00	15	14.5	14.5	15.5	13	14	14	100.5	40	60.5	\$ -	\$680.00	\$1,542.75	\$27.20	\$2,249.95			
September 7, 2024	\$17.00	13	13	13	13.5	13	13	13	91.5	32	59.5	\$ 136.00	\$544.00	\$1,517.25	\$27.20	\$2,224.45		\$4,474.40	
September 14, 2024	\$17.00	13	13	13	14.5	13	13.5	13.5	93.5	40	53.5	\$ -	\$680.00	\$1,364.25	\$27.20	\$2,071.45			
September 21, 2024	\$17.00	13	13	13	14.5	14.5	15	15	98	40	58	\$ -	\$680.00	\$1,479.00	\$27.20	\$2,186.20		\$4,257.65	
September 28, 2024	\$17.00	4				2.5	13	15	34.5	22.5	12	\$ -	\$382.50	\$306.00	\$15.30	\$703.80			
October 5, 2024	\$17.00	15	6	13	15	14	13	14	90	40	50	\$ -	\$680.00	\$1,275.00	\$27.20	\$1,982.20		\$2,686.00	
October 12, 2024	\$17.00	14	13	14	14	15	12	12	94	40	54	\$ -	\$680.00	\$1,377.00	\$27.20	\$2,084.20			
October 19, 2024	\$17.00	14	13	14	15	14	13	14	97	32	65	\$ 136.00	\$544.00	\$1,657.50	\$27.20	\$2,364.70		\$4,448.90	
October 26, 2024	\$17.00	14	14	13	14	14	14	13	96	40	56	\$ -	\$680.00	\$1,428.00	\$27.20	\$2,135.20			
November 2, 2024	\$17.00	11	15	14	13	16	8		77	40	37	\$ -	\$680.00	\$943.50	\$27.20	\$1,650.70		\$3,785.90	
November 9, 2024	\$17.00	6	13	13	14	15	13	12	86	40	46	\$ -	\$680.00	\$1,173.00	\$27.20	\$1,880.20			
November 16, 2024	\$17.00	13	13.5	13	14	13	13	13	92.5	32	60.5	\$ 136.00	\$544.00	\$1,542.75	\$27.20	\$2,249.95		\$4,130.15	
November 23, 2024	\$17.00	14	13	13.5	13	13	15	14	95.5	40	55.5	\$ -	\$680.00	\$1,415.25	\$27.20	\$2,122.45			
November 30, 2024	\$17.00	14	14	14		6	13	13	74	40	34	\$ -	\$680.00	\$867.00	\$27.20	\$1,574.20		\$3,696.65	
December 7, 2024	\$17.00	13	14	13	13	14.5	13.5	13.5	94.5	40	54.5	\$ -	\$680.00	\$1,389.75	\$27.20	\$2,096.95			
December 14, 2024	\$17.00	13	13	13	13	14	10	13	89	40	49	\$ -	\$680.00	\$1,249.50	\$27.20	\$1,956.70		\$4,053.65	
December 21, 2024	\$17.00	13	12.75	12.75	13	11.8	14	13.25	90.5	40	50.5	\$ -	\$680.00	\$1,287.75	\$27.20	\$1,994.95			
December 28, 2024	\$17.00	13	13	13	12	13	12.8	13	89.75	32	57.75	\$ 136.00	\$544.00	\$1,472.63	\$27.20	\$2,179.83		\$4,174.78	
January 4, 2025	\$17.00	13	12.75	13	12.75	12.5	13	13	90	32	58	\$ 136.00	\$544.00	\$1,479.00	\$27.20	\$2,186.20			
January 11, 2025	\$17.00	8	13	13	13	12	13	13	85	40	45	\$ -	\$680.00	\$1,147.50	\$27.20	\$1,854.70		\$4,040.90	
January 18, 2025	\$17.00	12	12.5	12.75	12.75	12.5	13	13	88.5	40	48.5	\$ -	\$680.00	\$1,236.75	\$27.20	\$1,943.95			
January 25, 2025	\$17.00	13	13	13		13	13	13	78	40	38	\$ -	\$680.00	\$969.00	\$27.20	\$1,676.20		\$3,620.15	
February 1, 2025	\$17.00	13	13	13.25	11.5				50.75	32	18.75	\$ -	\$544.00	\$478.13	\$21.76	\$1,043.89			
February 8, 2025	\$17.00						2		2	2	0	\$ -	\$34.00	\$0.00	\$1.36	\$35.36		\$1,079.25	
February 15, 2025	\$17.00	12.5	12.5	12.5	14	13	13	12.5	90	40	50	\$ -	\$680.00	\$1,275.00	\$27.20	\$1,982.20			
February 22, 2025	\$17.00	12.5	12.5	12.5		12.5	12.5	12.5	75	32	43	\$ 136.00	\$544.00	\$1,096.50	\$27.20	\$1,803.70		\$3,785.90	
March 1, 2025	\$17.00	12.5	12	13	12.5	12.5	12.5	12.5	87.5	40	47.5	\$ -	\$680.00	\$1,211.25	\$27.20	\$1,918.45			
March 8, 2025	\$17.00	11.5	12.5	12	12.5	12.5	12.5	12.5	86	40	46	\$ -	\$680.00	\$1,173.00	\$27.20	\$1,880.20		\$3,798.65	
March 15, 2025	\$17.00	12.5	13		12.5	12.5	12.5	12.5	75.5	40	35.5	\$ -	\$680.00	\$905.25	\$27.20	\$1,612.45			
March 22, 2025	\$17.00	12.5	10.5	9.5	9.5	12.5	12.5	12.5	79.5	40	39.5	\$ -	\$680.00	\$1,007.25	\$27.20	\$1,714.45		\$3,326.90	
March 29, 2025	\$17.00								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00			
April 5, 2025	\$17.00								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
April 12, 2025	\$17.00								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00			
April 19, 2025	\$17.00								0	0	0	\$ 34.00	\$0.00	\$0.00	\$1.36	\$35.36		\$35.36	
April 26, 2025	\$17.00								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00			
May 3, 2025	\$17.00								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
May 10, 2025	\$17.00								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00			
May 17, 2025	\$17.00								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
<b>TOTALS</b>									2800	1232.5	1567.75	\$850.00	\$20,952.50	\$39,977.64	\$872.10	\$62,652.24	\$2,000.00	\$60,652.24	

General Holiday

\* Differences due to rounding

## **Worker Recruitment and Protection Act Order Notice**

Attached is an Order as prescribed by *The Worker Recruitment and Protection Act*. Such orders are treated the same, and with the same priority, as wages recovered under *The Employment Standards Code*. As a party to the Order you may:

### 1. **Satisfy the Order**

Should there be an outstanding amount owed by you, issue a certified cheque or money order payable to the **Province of Manitoba Wage Trust Account**, for the amount indicated in the Order. If payment is received by the Director of Employment Standards within seven (7) days of the service of the Order, no further action will be taken.

### 2. **Appeal the Order**

For each Order you wish to appeal, a letter must be filed with the Director of Employment Standards, Manitoba Labour & Immigration, within seven (7) days from service of the Order. In your letter, you **must** specify the reasons for the appeal and request that the matter be referred to the Manitoba Labour Board.

Along with the letter of appeal, you must file a deposit of the full amount of the Order, in the form of a certified cheque or money order made payable to the Province of Manitoba Wage Trust Account in order to be timely. In certain circumstances, application may be made to the Chairperson of the Manitoba Labour Board, for a reduction of the required deposit of monies pursuant to the Section 111(2) of *The Employment Standards Code* and Section 30 of the Employment Standards Regulation No. 6/2007. Be sure to indicate the address where you can receive documents related to this appeal.

Please ensure that appeal requests or applications for deposit reductions are sent to the following address:

**Director of Employment Standards  
Manitoba Labour and Immigration  
Room 606-401 York Avenue  
Winnipeg, Manitoba R3C 0P8**

*\*Please note: A letter of appeal and monies if applicable are required for each Order issued. See reverse for the legislative requirements pertaining to the payment of a deposit to the Director or application to the Board Chairperson for a reduction of the deposit.*

### 3. **Request Extension**

A letter requesting an extension of time to reply to the Order must be received by the Director of Employment Standards within seven (7) days of service of the Order.

**To ensure that deadlines are met, consideration should be given to registered or certified mail or personal delivery to the address above.**

**If the above requirements are not complied with, the Order will be registered as a judgment in the Court of King's Bench which could result in writs of seizure and sale of chattels, attachment of accounts receivable, bank accounts, wages and other similar assets, and the filing of a caveat against real property.**

*(Please see reverse)*

***The Worker Recruitment and Protection Act, C.C.S.M. c. W197***

**Recovery same as recovering unpaid wages**

20(5) The amount ordered to be paid by a licensee, employment agency business, temporary help agency or employer under this section is a debt owing to the government and may be recovered by the director in the same manner, and with the same priority, as wages may be recovered under *The Employment Standards Code*.

**CRITERIA FOR DEPOSITS**

***The Employment Standards Code, S.M. 1998, c.29***

**Deposit required**

**111(1)** If the person requesting a referral under section 110 is required by the order to pay wages, the person must deposit with the director, at the time of making the request, an amount equal to the total amount payable by the person under the order.

**CRITERIA FOR APPLICATION TO BOARD CHAIRPERSON**

***The Employment Standards Code, S.M. 1998, c.29***

**Chairperson may reduce deposit**

**111(2)** If the amount to be paid as a deposit is more than a prescribed amount, the board chairperson may, on application, reduce it to an amount not less than the prescribed amount if he or she is satisfied that it would be unfair or unreasonable not to do so.

**Chairperson not to hear referral**

**111 (3)** The chairperson shall not hear a matter referred to the board under subsection 110(1) if he or she hears an application in respect of the matter under subsection (2).

***Employment Standards Regulation 6/2007***

**Reduction of required deposit**

**30** The prescribed amount for the purposes of the following provision of the Code is \$5,000.:

- (a) subsection 111(2) (reduction of deposit on referral to the board);
- (b) subsection 138.2(4) (reduction of deposit on appeal of administrative penalty).



**Labour and Immigration**

Employment Standards

606-401 York Avenue, Winnipeg, Manitoba, Canada R3C 0P8

T 204-945-3352/1-800-821-4307 F 204-948-3046

[www.manitoba.ca](http://www.manitoba.ca)

**12/25/WRAPA**

**File No.: 142980**

**IN THE MATTER OF: THE WORKER RECRUITMENT AND PROTECTION ACT**

**BETWEEN:**

**6844406 Manitoba Ltd.**

Employer,

- and -

**Yvonne Spyropoulos**

Director, Employment Standards Branch

Director,

- and -

**Arshdeep Kaur**

Foreign Worker(s),

1. Pursuant to Section 19 of *The Worker Recruitment and Protection Act*, an investigation of the Employer has been conducted by the Director.
2. As a result of that investigation, the Director has determined that the Employer recovered fees prohibited by section 16 of *The Worker Recruitment and Protection Act* and reduced the wages of a foreign worker(s) contrary to section 17 of *The Worker Recruitment and Protection Act* in the amount of One Hundred Twenty Two Thousand Five Hundred Sixty Nine Dollars Ninety Four Cents (\$122,569.94). The prohibited fees were collected by **6844406 Manitoba Ltd.** from the Foreign Worker(s) and the wage reductions occurred on the dates and in the amounts identified in the attached statement of adjustment.

**ORDER**

It is HEREBY ORDERED, pursuant to Section 20 of *The Worker Recruitment and Protection Act* and section 117(3)(a) of *The Employment Standards Code*, that the Employer pay forthwith to the Director the amount of One Hundred Twenty Two Thousand Five Hundred Sixty Nine Dollars Ninety Four Cents (\$122,569.94) as monies owing to the Foreign Worker, and One Thousand Dollars (\$1,000.00) being an administrative fee for a total owing of **One Hundred Twenty Three Thousand Five Hundred Sixty Nine Dollars Ninety Four Cents (\$123,569.94)**.

Dated at Winnipeg, in the Province of Manitoba, this 24 day of July, 2025.

---

Matthew Darragh  
Employment Standards Officer  
Employment Standards

NOTES:

- (1) If you dispute this Order, you may, within a period of seven (7) days from the date of delivery or service of the Order, make a written request to the Director of Employment Standards ("Director") to refer this matter to the Manitoba Labour Board for a hearing. That written request must include written reasons for the referral request as well as the required deposit.
- (2) A request for an extension of time to reply to the Order can be made in writing; however, it must be received by the Director within seven (7) days from delivery or service of the Order.
- (3) If you do not comply with this Order, the Director will, pursuant to Section 103(1) of *The Employment Standards Code*, file a copy of the Order in the King's Bench where it becomes a judgment of that King's Bench in favour of the Director.
- (4) A judgment registered in the Court of King's Bench will allow the Director to pursue whatever remedies are available to collect the amount set out in the judgment. These actions may include, but are not limited to, writs of seizure and sale of chattels, attachments of accounts receivable, bank accounts, wages and other similar assets, and the filing of a caveat against real property.
- (5) Pursuant to Section 103(1.1) of *The Employment Standards Code* if the Director utilizes the services of a collection agency you may be liable for the collection fees and disbursements associated with the collection of this Order.
- (6) Failure to comply with this Order may result in prosecutions or other legal steps being initiated.
- (7) Certified cheques, money orders (payable to the "Province of Manitoba Wage Trust Account"), or cash should be forwarded to the Employment Standards Branch, Room 606, 401 York Avenue, Winnipeg, Manitoba, R3C 0P8.
- (8) ***An itemized statement of any required statutory deductions (e.g.: Income Tax, Canada Pension Plan, Employment Insurance) made from the wages of an employee should be forwarded with any remittance(s).***

ORDER SENT TO: All parties named in the Order.

/MD  
Attachments



## Statement of Adjustment

**FILE NUMBER:** 143058  
**EMPLOYEE:** Arshdeep Kaur  
**EMPLOYER:** 6844406 Manitoba Ltd.  
**RATE OF PAY:** \$23.95 per hour

<u>EMPLOYEE ISSUES INVESTIGATED</u>	<u>AMOUNT</u>
<b>April 22, 2024 - May 4, 2025</b>	
<b>EARNED WAGES</b>	
2083 hours x \$23.95 per hour	\$49,887.85
<b>OVERTIME WAGES</b>	
2197 hours x \$35.93 per hour	\$78,938.21
<b>GENERAL HOLIDAY WAGES</b>	
9 general holidays x (8 hours x \$23.95)	\$1,724.40
Victoria Day 2025 - \$1,592.68 x 5%	\$79.63
Per s.27 of <i>The Employment Standards Code</i>	
<b>VACATION WAGES</b>	
\$51,691.88 x 4%	\$2,067.68
<b>WAGE IN LIEU OF NOTICE</b>	
\$23.95 x 40 hours per week x 2 weeks	\$1,916.00
<b>WAGES SUBTOTAL:</b>	<b>\$134,613.77</b>
<b>RECOVERY FROM FOREIGN WORKER</b>	
Contrary to s.16(1) of <i>The Worker Recruitment and Protection Act</i>	
April 29, 2024	\$1,000.00
April 29, 2024	\$3,000.00
April 29, 2024	\$1,800.00
April 29, 2024	\$2,000.00
April 29, 2024	\$8,800.00
June, 2024	\$800.00
October 18, 2024	\$1,188.34
October 29, 2024	\$1,219.00
November 12, 2024	\$1,221.15
December 9, 2024	\$1,221.15
January 6, 2025	\$1,224.83
February 14, 2025	\$1,221.00
<b>FEE SUBTOTAL</b>	<b>\$24,695.47</b>

**NOTE:** *An Administrative Fee of \$100 minimum, or 10% of the total amount owing up to a maximum of \$1,000 will be charged on all Orders issued.*

**NOTE:** An Administrative Fee of \$100 minimum, or 10% of the total amount owing up to a maximum of \$1,000 will be charged on all Orders issued.

Matthew Darragh  
Employment Standards Officer  
Employment Standards



Based on Employer and Employee Records

<b>TOTAL WAGES AND FEES:</b>	\$159,309.24
(LESS: WAGES PAID)	\$36,739.30
<b>TOTAL AMOUNT OWED TO EMPLOYEE:</b>	\$122,569.94
<b>ADMINISTRATIVE FEE</b>	\$1,000.00
<b>TOTAL AMOUNT ORDERED:</b>	\$123,569.94

Spreadsheet

Arshdeep Kaur

Week Ending	Rate of Pay	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours	Reg. Hours	O/T Hours	General Holiday Wages	Regular Wages	Overtime Wages	Vacation Wages	Gross Wages	Wages Paid	Under-payment	Notes
April 27, 2024	\$23.95		12	12	12	10	12	12	70	40	30	\$ -	\$958.00	\$1,077.75	\$38.32	\$2,074.07			
May 4, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17		\$4,579.24	
May 11, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17			
May 18, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17		\$5,010.34	
May 25, 2024	\$23.95	12	12	12	12	10	12	12	82	32	50	\$ 191.60	\$766.40	\$1,796.25	\$38.32	\$2,792.57			
June 1, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17	\$1,676.50	\$3,621.24	
June 8, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17			
June 15, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17	\$1,676.50	\$3,333.84	
June 22, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17			
June 29, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17	\$1,676.50	\$3,333.84	
July 6, 2024	\$23.95	12	12	12	12	10	12	12	82	32	50	\$ 191.60	\$766.40	\$1,796.25	\$38.32	\$2,792.57			
July 13, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17	\$1,772.30	\$3,525.44	
July 20, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17			
July 27, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17	\$1,724.40	\$3,285.94	
August 3, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17			
August 10, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17	\$1,676.50	\$3,333.84	
August 17, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17			
August 24, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17	\$1,724.40	\$3,285.94	
August 31, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17			
September 7, 2024	\$23.95	12	12	12	12	10	12	12	82	32	50	\$ 191.60	\$766.40	\$1,796.25	\$38.32	\$2,792.57	\$1,724.40	\$3,573.34	
September 14, 2024	\$23.95	11.5	12	12	12	10	12	12	81.5	40	41.5	\$ -	\$958.00	\$1,490.89	\$38.32	\$2,487.21			
September 21, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17	\$1,676.50	\$3,315.88	
September 28, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17			
October 5, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17	\$1,484.90	\$3,525.44	
October 12, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,508.85	\$38.32	\$2,505.17			
October 19, 2024	\$23.95	12	12	12	12	10	12	12	82	32	50	\$ 191.60	\$766.40	\$1,796.25	\$38.32	\$2,792.57	\$1,532.80	\$3,764.94	
October 26, 2024	\$23.95	12	11.5	12	11.5	11	11.5	11.5	81	40	41	\$ -	\$958.00	\$1,472.93	\$38.32	\$2,469.25			
November 2, 2024	\$23.95	11.5	11.5	11.5	11.5	11	11.5	11.5	80	40	40	\$ -	\$958.00	\$1,437.00	\$38.32	\$2,433.32	\$1,532.80	\$3,369.77	
November 9, 2024	\$23.95	11.5	12	11.5	11.5	11	12	12	81.5	40	41.5	\$ -	\$958.00	\$1,490.89	\$38.32	\$2,487.21			
November 16, 2024	\$23.95	12	12	11.75	12	11	12.3	12	83	32	51	\$ 191.60	\$766.40	\$1,832.18	\$38.32	\$2,828.50	\$1,532.80	\$3,782.91	
November 23, 2024	\$23.95	12	11.5	12	12	10	12	12	81.5	40	41.5	\$ -	\$958.00	\$1,490.89	\$38.32	\$2,487.21			
November 30, 2024	\$23.95	12	11.25	11.5	11.5	9	12	12.5	79.75	40	39.75	\$ -	\$958.00	\$1,428.02	\$38.32	\$2,424.34	\$1,532.80	\$3,378.75	
December 7, 2024	\$23.95	11.75	12	12	12	9	8		64.75	40	24.75	\$ -	\$958.00	\$889.14	\$38.32	\$1,885.46			
December 14, 2024	\$23.95		14.5	11.5	11.5	11	11.5	11.5	71.5	40	31.5	\$ -	\$958.00	\$1,131.64	\$38.32	\$2,127.96	\$1,532.80	\$2,480.62	
December 21, 2024	\$23.95	14.5	14.5	11.5	11.5	11	11.5	11.5	86	40	46	\$ -	\$958.00	\$1,652.55	\$38.32	\$2,648.87			
December 28, 2024	\$23.95	14.5	14	11.5	11.5	12	11.5	11.5	86.5	32	54.5	\$ 191.60	\$766.40	\$1,957.91	\$38.32	\$2,954.23	\$1,532.80	\$4,070.30	
January 4, 2025	\$23.95	14.5	12	11.5	14	10.5	11.5	11.5	85.5	32	53.5	\$ 191.60	\$766.40	\$1,921.99	\$38.32	\$2,918.31			
January 11, 2025	\$23.95	13	11.5	13	14.5	8	11.5	11.5	83	40	43	\$ -	\$958.00	\$1,544.78	\$38.32	\$2,541.10	\$1,532.80	\$3,926.61	
January 18, 2025	\$23.95	11.5	11.5	11.5	11.5	11	11.5	11.5	80	40	40	\$ -	\$958.00	\$1,437.00	\$38.32	\$2,433.32			
January 25, 2025	\$23.95	11.5	11.5	11.5	11.5	11	11.5	11.5	80	40	40	\$ -	\$958.00	\$1,437.00	\$38.32	\$2,433.32	\$1,532.80	\$3,333.84	
February 1, 2025	\$23.95	11.5	11.5	11.5	11.5	11	11.5	11.5	80	40	40	\$ -	\$958.00	\$1,437.00	\$38.32	\$2,433.32			
February 8, 2025	\$23.95	11.5	11.5	11.5	11.5	11	11.5	11.5	80	40	40	\$ -	\$958.00	\$1,437.00	\$38.32	\$2,433.32	\$1,532.80	\$3,333.84	
February 15, 2025	\$23.95	11.5	11.5	11.5	11.5	11	11.5	11.5	80	40	40	\$ -	\$958.00	\$1,437.00	\$38.32	\$2,433.32			
February 22, 2025	\$23.95	11.5	11.5	11.5	11.5	11	11.5	11.5	80	32	48	\$ 191.60	\$766.40	\$1,724.40	\$38.32	\$2,720.72	\$1,532.80	\$3,621.24	20(6) WRAPA / 135(7) ESC
March 1, 2025	\$23.95	11.5	11.5	11.5	11.5	11	11.5	11.5	80	40	40	\$ -	\$958.00	\$1,437.00	\$38.32	\$2,433.32			
March 8, 2025	\$23.95	11.5	11.5	11.5	11.5	11	11.5	11.5	80	40	40	\$ -	\$958.00	\$1,437.00	\$38.32	\$2,433.32	\$1,532.80	\$3,333.84	
March 15, 2025	\$23.95	11.5	11.5	11.5	11.5	11	11.5	11.5	80	40	40	\$ -	\$958.00	\$1,437.00	\$38.32	\$2,433.32			
March 22, 2025	\$23.95	11.5	11.5	11.5	11.5	11	11.5	11.5	80	40	40	\$ -	\$958.00	\$1,437.00	\$38.32	\$2,433.32	\$1,532.80	\$3,333.84	
March 29, 2025	\$23.95	11.5	12	11.5	11.5	11	11.5	11.5	80.5	40	40.5	\$ -	\$958.00	\$1,454.96	\$38.32	\$2,451.28			
April 5, 2025	\$23.95	12	11.5	12	11.5	11	11.5	11.5	81	40	41	\$ -	\$958.00	\$1,472.93	\$38.32	\$2,469.25	\$1,532.80	\$3,387.73	
April 12, 2025	\$23.95	11.5	11	11		11	11.5	11.5	67.5	40	27.5	\$ -	\$958.00	\$987.94	\$38.32	\$1,984.26			
April 19, 2025	\$23.95	9	11		11	11	11		53	32	21	\$ 191.60	\$766.40	\$754.43	\$38.32	\$1,750.75		\$3,735.01	
April 26, 2025	\$23.95	11	11	11	11	9	11	11.5	75.5	40	35.5	\$ -	\$958.00	\$1,275.34	\$38.32	\$2,271.66			
May 3, 2025	\$23.95			8	9	10	2.5	8.5	38	34.5	3.5	\$ -	\$826.28	\$125.74	\$33.05	\$985.07		\$3,256.73	
May 10, 2025	\$23.95								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00			
May 17, 2025	\$23.95								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
May 24, 2025	\$23.95								0	0	0	\$ -	\$0.00	\$0.00	\$3.19	\$82.82			
May 31, 2025	\$23.95								0	0	0	\$ 79.63	\$0.00	\$0.00	\$0.00	\$0.00		\$82.82	
<b>TOTALS</b>									<b>4279</b>	<b>2083</b>	<b>2197</b>	<b>\$1,804.03</b>	<b>\$49,875.88</b>	<b>\$78,909.30</b>	<b>\$2,067.20</b>	<b>\$132,656.41</b>	<b>\$36,739.30</b>	<b>\$95,917.11</b>	

General Holiday

## **Worker Recruitment and Protection Act Order Notice**

Attached is an Order as prescribed by *The Worker Recruitment and Protection Act*. Such orders are treated the same, and with the same priority, as wages recovered under *The Employment Standards Code*. As a party to the Order you may:

### 1. **Satisfy the Order**

Should there be an outstanding amount owed by you, issue a certified cheque or money order payable to the **Province of Manitoba Wage Trust Account**, for the amount indicated in the Order. If payment is received by the Director of Employment Standards within seven (7) days of the service of the Order, no further action will be taken.

### 2. **Appeal the Order**

For each Order you wish to appeal, a letter must be filed with the Director of Employment Standards, Manitoba Labour & Immigration, within seven (7) days from service of the Order. In your letter, you **must** specify the reasons for the appeal and request that the matter be referred to the Manitoba Labour Board.

Along with the letter of appeal, you must file a deposit of the full amount of the Order, in the form of a certified cheque or money order made payable to the Province of Manitoba Wage Trust Account in order to be timely. In certain circumstances, application may be made to the Chairperson of the Manitoba Labour Board, for a reduction of the required deposit of monies pursuant to the Section 111(2) of *The Employment Standards Code* and Section 30 of the Employment Standards Regulation No. 6/2007. Be sure to indicate the address where you can receive documents related to this appeal.

Please ensure that appeal requests or applications for deposit reductions are sent to the following address:

**Director of Employment Standards  
Manitoba Labour and Immigration  
Room 606-401 York Avenue  
Winnipeg, Manitoba R3C 0P8**

*\*Please note: A letter of appeal and monies if applicable are required for each Order issued. See reverse for the legislative requirements pertaining to the payment of a deposit to the Director or application to the Board Chairperson for a reduction of the deposit.*

### 3. **Request Extension**

A letter requesting an extension of time to reply to the Order must be received by the Director of Employment Standards within seven (7) days of service of the Order.

**To ensure that deadlines are met, consideration should be given to registered or certified mail or personal delivery to the address above.**

**If the above requirements are not complied with, the Order will be registered as a judgment in the Court of King's Bench which could result in writs of seizure and sale of chattels, attachment of accounts receivable, bank accounts, wages and other similar assets, and the filing of a caveat against real property.**

*(Please see reverse)*

***The Worker Recruitment and Protection Act, C.C.S.M. c. W197***

**Recovery same as recovering unpaid wages**

20(5) The amount ordered to be paid by a licensee, employment agency business, temporary help agency or employer under this section is a debt owing to the government and may be recovered by the director in the same manner, and with the same priority, as wages may be recovered under *The Employment Standards Code*.

**CRITERIA FOR DEPOSITS**

***The Employment Standards Code, S.M. 1998, c.29***

**Deposit required**

**111(1)** If the person requesting a referral under section 110 is required by the order to pay wages, the person must deposit with the director, at the time of making the request, an amount equal to the total amount payable by the person under the order.

**CRITERIA FOR APPLICATION TO BOARD CHAIRPERSON**

***The Employment Standards Code, S.M. 1998, c.29***

**Chairperson may reduce deposit**

**111(2)** If the amount to be paid as a deposit is more than a prescribed amount, the board chairperson may, on application, reduce it to an amount not less than the prescribed amount if he or she is satisfied that it would be unfair or unreasonable not to do so.

**Chairperson not to hear referral**

**111 (3)** The chairperson shall not hear a matter referred to the board under subsection 110(1) if he or she hears an application in respect of the matter under subsection (2).

***Employment Standards Regulation 6/2007***

**Reduction of required deposit**

**30** The prescribed amount for the purposes of the following provision of the Code is \$5,000.:

- (a) subsection 111(2) (reduction of deposit on referral to the board);
- (b) subsection 138.2(4) (reduction of deposit on appeal of administrative penalty).



**Labour and Immigration**

Employment Standards

606-401 York Avenue, Winnipeg, Manitoba, Canada R3C 0P8

T 204-945-3352/1-800-821-4307 F 204-948-3046

[www.manitoba.ca](http://www.manitoba.ca)

**14/25/WRAPA**

**File No.: 142983**

**IN THE MATTER OF: THE WORKER RECRUITMENT AND PROTECTION ACT**

**BETWEEN:**

**6844406 Manitoba Ltd.**

Employer,

- and -

**Yvonne Spyropoulos**

Director, Employment Standards Branch

Director,

- and -

**Lakhvir Kaur**

Foreign Worker(s),

1. Pursuant to Section 19 of *The Worker Recruitment and Protection Act*, an investigation of the Employer has been conducted by the Director.
2. As a result of that investigation, the Director has determined that the Employer used an unlicensed recruiter, Attinder Khera of Smart Vision Immigration, who collected fees prohibited by section 15 of *The Worker Recruitment and Protection Act* in the amount of Forty Five Thousand Dollars (\$45,000.00). The Employer recovered fees prohibited by section 16 of *The Worker Recruitment and Protection Act* and reduced the wages of a Foreign Worker(s) contrary to section 17 of *The Worker Recruitment and Protection Act* in the amounts of Ninety One Thousand One Hundred Thirty Six Dollars Sixty Cents (\$91,136.60). The prohibited fees and wages reductions were collected from the Foreign Worker(s) on the dates and in the amounts identified in the attached statement of adjustment.

**ORDER**

It is HEREBY ORDERED, pursuant to Section 20 of *The Worker Recruitment and Protection Act* and section 117(3)(a) of *The Employment Standards Code*, that the Employer pay forthwith to the Director the amount of One Hundred Fourteen Thousand Seven Hundred Twenty Five Dollars Thirty Cents (\$114,725.30) as monies owing to the Foreign Worker, and One Thousand Dollars (\$1,000.00) being an administrative fee for a total owing of **One Hundred Fifteen Thousand Seven Hundred Twenty Five Dollars Thirty Cents (\$115,725.30)**.

Dated at Winnipeg, in the Province of Manitoba, this 24 day of July, 2025.

---

Matthew Darragh  
Employment Standards Officer  
Employment Standards

NOTES:

- (1) If you dispute this Order, you may, within a period of seven (7) days from the date of delivery or service of the Order, make a written request to the Director of Employment Standards ("Director") to refer this matter to the Manitoba Labour Board for a hearing. That written request must include written reasons for the referral request as well as the required deposit.
- (2) A request for an extension of time to reply to the Order can be made in writing; however, it must be received by the Director within seven (7) days from delivery or service of the Order.
- (3) If you do not comply with this Order, the Director will, pursuant to Section 103(1) of *The Employment Standards Code*, file a copy of the Order in the King's Bench where it becomes a judgment of that King's Bench in favour of the Director.
- (4) A judgment registered in the Court of King's Bench will allow the Director to pursue whatever remedies are available to collect the amount set out in the judgment. These actions may include, but are not limited to, writs of seizure and sale of chattels, attachments of accounts receivable, bank accounts, wages and other similar assets, and the filing of a caveat against real property.
- (5) Pursuant to Section 103(1.1) of *The Employment Standards Code* if the Director utilizes the services of a collection agency you may be liable for the collection fees and disbursements associated with the collection of this Order.
- (6) Failure to comply with this Order may result in prosecutions or other legal steps being initiated.
- (7) Certified cheques, money orders (payable to the "Province of Manitoba Wage Trust Account"), or cash should be forwarded to the Employment Standards Branch, Room 606, 401 York Avenue, Winnipeg, Manitoba, R3C 0P8.
- (8) ***An itemized statement of any required statutory deductions (e.g.: Income Tax, Canada Pension Plan, Employment Insurance) made from the wages of an employee should be forwarded with any remittance(s).***

ORDER SENT TO: All parties named in the Order.

/MD  
Attachments

## Statement of Adjustment

<b>FILE NUMBER:</b>	143058
<b>EMPLOYEE:</b>	Lakhvir Kaur
<b>EMPLOYER:</b>	6844406 Manitoba Ltd.
<b>RATE OF PAY:</b>	\$23.95 per hour

<u>EMPLOYEE ISSUES INVESTIGATED</u>	AMOUNT
<b>August 17, 2024 - May 4, 2025</b>	
<b>EARNED WAGES</b>	
1356.5 hours x \$23.95 per hour _____	\$32,488.18
<b>OVERTIME WAGES</b>	
1529.5 hours x \$35.93 per hour _____	\$54,954.94
<b>GENERAL HOLIDAY WAGES</b>	
7 general holidays x (8 hours x \$23.95) _____	\$1,341.20
Victoria Day 2025 - \$790.35 x 5% _____	\$39.52
<i>Per s.27 of The Employment Standards Code</i>	
<b>VACATION WAGES</b>	
\$33,868.90 x 4% _____	\$1,354.76
<b>WAGE IN LIEU OF NOTICE</b>	
\$23.95 x 40 hours per week x 1 week _____	\$958.00
<b>WAGES SUBTOTAL:</b> _____	<b>\$91,136.60</b>
<b>FEE CHARGED BY UNLICENSED RECRUITER</b> _____	<b>\$45,000.00</b>
<i>Contrary to s.15(4) of The Worker Recruitment and Protection Act</i>	
<b>TOTAL WAGES AND FEES:</b> _____	<b>\$136,136.60</b>
<b>(LESS: WAGES PAID)</b> _____	<b>\$21,411.30</b>
<b>TOTAL AMOUNT OWED TO EMPLOYEE:</b> _____	<b>\$114,725.30</b>

<b><u>ADMINISTRATIVE FEE</u></b> _____	<b><u>\$1,000.00</u></b>
--	--------------------------

**TOTAL AMOUNT ORDERED: \$115,725.30**

*| Based on Employer and Employee Records*



\_\_\_\_\_  
 Matthew Darragh  
 Employment Standards Officer  
 Employment Standards

**NOTE:** *An Administrative Fee of \$100 minimum, or 10% of the total amount owing up to a maximum of \$1,000 will be charged on all Orders issued.*

Spreadsheet

Lakhvir Kaur

Week Ending	Rate of Pay	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours	Reg. Hours	O/T Hours	General Holiday Wages	Regular Wages	Overtime Wages	Vacation Wages	Gross Wages	Wages Paid	Under-payment	Notes
August 17, 2024	\$23.95							12	12	8	4	\$ -	\$191.60	\$143.72	\$7.66	\$342.98			
August 24, 2024	\$23.95	12	12	12	12	12	12	12	84	40	44	\$ -	\$958.00	\$1,580.92	\$38.32	\$2,577.24		\$2,920.22	
August 31, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,509.06	\$38.32	\$2,505.38			
September 7, 2024	\$23.95	12	12	12	12	10	12	12	82	32	50	\$ 191.60	\$766.40	\$1,796.50	\$38.32	\$2,792.82		\$5,298.20	
September 14, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,509.06	\$38.32	\$2,505.38			
September 21, 2024	\$23.95	12	12	12	12	10	12	12	82	40	42	\$ -	\$958.00	\$1,509.06	\$38.32	\$2,505.38		\$5,010.76	
September 28, 2024	\$23.95	12	12	12	12	12.5	12	12	84.5	40	44.5	\$ -	\$958.00	\$1,598.89	\$38.32	\$2,595.21			
October 5, 2024	\$23.95	13	13	13	13	12.5	11.5	13.5	89.5	40	49.5	\$ -	\$958.00	\$1,778.54	\$38.32	\$2,774.86	\$1,484.90	\$3,885.17	
October 12, 2024	\$23.95	13.5	13.25	13.25	3	13.5	13.5	13.5	83.5	40	43.5	\$ -	\$958.00	\$1,562.96	\$38.32	\$2,559.28			
October 19, 2024	\$23.95	13.5	13.5	13.5	13	13.5	13.5	13.5	94	32	62	\$ 191.60	\$766.40	\$2,227.66	\$38.32	\$3,223.98	\$1,532.80	\$4,250.46	
October 26, 2024	\$23.95	13.5	11.5	13.5	13.5	13.5	13.5	13.5	92.5	40	52.5	\$ -	\$958.00	\$1,886.33	\$38.32	\$2,882.65			
November 2, 2024	\$23.95	13.5	13.5	13.5	13.5	8			62	40	22	\$ -	\$958.00	\$790.46	\$38.32	\$1,786.78	\$1,532.80	\$3,136.63	
November 9, 2024	\$23.95		13.5	13.5	2	11.5	13.5	13.5	67.5	40	27.5	\$ -	\$958.00	\$988.08	\$38.32	\$1,984.40			
November 16, 2024	\$23.95	13.5	13.5	13.5	10	13	13.5	13.5	90.5	32	58.5	\$ 191.60	\$766.40	\$2,101.91	\$38.32	\$3,098.23	\$1,532.80	\$3,549.83	
November 23, 2024	\$23.95	13	13	13.5	14		12	12	77.5	40	37.5	\$ -	\$958.00	\$1,347.38	\$38.32	\$2,343.70			
November 30, 2024	\$23.95	13.5	14	13.5	13.5	13.5	2	13	83	40	43	\$ -	\$958.00	\$1,544.99	\$38.32	\$2,541.31	\$1,532.80	\$3,352.21	
December 7, 2024	\$23.95	15.5	15.5	14.5	15.5	15.5	13.5	13	103	40	63	\$ -	\$958.00	\$2,263.59	\$38.32	\$3,259.91			
December 14, 2024	\$23.95	13.5		13.5	14.5	13.5	13	13.5	81.5	40	41.5	\$ -	\$958.00	\$1,491.10	\$38.32	\$2,487.42	\$1,532.80	\$4,214.53	
December 21, 2024	\$23.95	15.5	14.5	5	13.5	13.5	13.5	15.5	91	40	51	\$ -	\$958.00	\$1,832.43	\$38.32	\$2,828.75			
December 28, 2024	\$23.95	13.5	12.5	12.5	11	12.5	3	12.5	77.5	32	45.5	\$ 191.60	\$766.40	\$1,634.82	\$38.32	\$2,631.14	\$1,532.80	\$3,927.09	
January 4, 2025	\$23.95	4	5	11.5	2	5	2	3.5	33	27.5	5.5	\$ 191.60	\$658.63	\$197.62	\$34.01	\$1,081.86			
January 11, 2025	\$23.95	14.5	14		14.5	14	18		75	40	35	\$ -	\$958.00	\$1,257.55	\$38.32	\$2,253.87	\$1,532.80	\$1,802.93	
January 18, 2025	\$23.95						13	8	21	16	5	\$ -	\$383.20	\$179.65	\$15.33	\$578.18			
January 25, 2025	\$23.95	17	13	3	3	5	12	14.5	67.5	40	27.5	\$ -	\$958.00	\$988.08	\$38.32	\$1,984.40	\$1,532.80	\$1,029.78	
February 1, 2025	\$23.95	12.5	12.5	13.5	13.5	4.5	14.5	14.5	85.5	40	45.5	\$ -	\$958.00	\$1,634.82	\$38.32	\$2,631.14			
February 8, 2025	\$23.95	14.5	14.5	14.5	14.5	14.5	14.5	14.5	101.5	40	61.5	\$ -	\$958.00	\$2,209.70	\$38.32	\$3,206.02	\$1,532.80	\$4,304.36	
February 15, 2025	\$23.95	14	14.5	14.5	14.5	14.5	14.5	14.5	101	40	61	\$ -	\$958.00	\$2,191.73	\$38.32	\$3,188.05			
February 22, 2025	\$23.95		14.5	14.5	12.5	14.5	14.5	14.5	85	32	53	\$ 191.60	\$766.40	\$1,904.29	\$38.32	\$2,900.61	\$1,532.80	\$4,555.86	
March 1, 2025	\$23.95	14.5	13.5	13.5	13.5	13.5	14.5	14.5	97.5	40	57.5	\$ -	\$958.00	\$2,065.98	\$38.32	\$3,062.30			
March 8, 2025	\$23.95	11.5		13.5	13.5	13.5	13.5	13.5	79	40	39	\$ -	\$958.00	\$1,401.27	\$38.32	\$2,397.59	\$1,532.80	\$3,927.09	
March 15, 2025	\$23.95	12.5	13.5	13.5	13.5	13.5	13.5	11	91	40	51	\$ -	\$958.00	\$1,832.43	\$38.32	\$2,828.75			
March 22, 2025	\$23.95	13.5	13.5	13.5	13.5	13.5	13.5	13.5	94.5	40	54.5	\$ -	\$958.00	\$1,958.19	\$38.32	\$2,954.51	\$1,532.80	\$4,250.46	135(7)
March 29, 2025	\$23.95	13.5	13	13		13	13.5	13.5	79.5	40	39.5	\$ -	\$958.00	\$1,419.24	\$38.32	\$2,415.56			
April 5, 2025	\$23.95	13	11.5	12	12	12	12	13	85.5	40	45.5	\$ -	\$958.00	\$1,634.82	\$38.32	\$2,631.14	\$1,532.80	\$3,513.90	135(7)
April 12, 2025	\$23.95	13.5		12	12	12	12	14.5	76	40	36	\$ -	\$958.00	\$1,293.48	\$38.32	\$2,289.80			
April 19, 2025	\$23.95		12	12	9	9	13	14	69	32	37	\$ 191.60	\$766.40	\$1,329.41	\$38.32	\$2,325.73		\$4,615.53	
April 26, 2025	\$23.95		13	4	5	11		10	43	33	10	\$ -	\$790.35	\$359.30	\$31.61	\$1,181.26			
May 3, 2025	\$23.95								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00		\$1,181.26	
May 10, 2025	\$23.95								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00			
May 17, 2025	\$23.95								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
May 24, 2025	\$23.95								0	0	0	\$ 39.52	\$0.00	\$0.00	\$1.58	\$41.10			
May 31, 2025	\$23.95								0	0	0	\$ -	\$0.00	\$0.00	\$0.00	\$0.00		\$41.10	
<b>TOTALS</b>									2886	1356.5	1529.5	\$1,380.72	\$32,488.18	\$54,955.02	\$1,354.75	\$90,178.67	\$21,411.30	\$68,767.37	

General Holiday

\* Differences due to rounding

# Fax

**To** Director  
**Fax** 2049483046  
**Phone**  
**Company** Employment Standards

**From** Debbie Mackie  
**Fax** +12049571696  
**Phone** +12049576429  
**Company**  
**Pages** 2

**Subject** Order 12/25/WRAPA

**Notes**

Urgent    For review    Please Comment    Please Reply    Please Forward



# Levene Tadmán Golub

LEVENE TADMAN GOLUB LAW CORPORATION

700 – 330 St Mary Avenue  
Winnipeg, Manitoba R3C 3Z5  
Phone 204-957-0520 / Fax 204-957-1696

August 11, 2025

Tim J. Valgardson  
Reply: (204) 957-6408  
tvalgardson@tlg.ca  
Brittini VanDasselaar, Legal Assistant  
Reply: (204) 957-6442  
bvandasselaar@tlg.ca

Director of Employment Standards  
Manitoba Labour and Immigration  
Room 606-401 York Avenue  
Winnipeg, Manitoba R3C 0P8  
Winnipeg MB R3C 3R8

By Facsimile 204-948-3046

**Re: Order No. 12/25/WRAPA 6844406 Manitoba Ltd. and Arshdeep Kaur**

---

Please be advised that we are legal counsel for 6844406 Manitoba Ltd as well as for Jai Inder Singh Sandhu.

On or about July 24, 2025 Employment Standards Officer, Mathew Darragh issued four (4) separate orders involving 6844406 MB Ltd. 6844406 Manitoba Ltd. wishes to appeal Order No. 12/25/WRAPA.

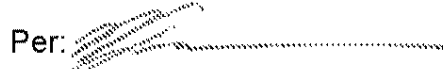
We request that the matter be referred to the Manitoba Labour Board for a public hearing.

The reasons for the appeal are that we believe 6844406 Manitoba Ltd. has just cause for termination and that all wages including vacation pay were paid for work done and authorized.

Per Matthew Darragh's extension of time, we confirm that \$5,000.00 will be deposited with Employment Standards on Friday August 15, 2025.

Yours truly,

**LEVENE TADMAN GOLUB LAW CORPORATION**

Per: 

*Electronically Signed*

**TIM J. VALGARDSON**

# Fax

**To** Director  
**Fax** 2049483046  
**Phone**  
**Company** Employment Standards

**From** Debbie Mackie  
**Fax** +12049571696  
**Phone** +12049576429  
**Company**  
**Pages** 2

**Subject** Order No. 14/25/WRAPA

**Notes**

Urgent    For review    Please Comment    Please Reply    Please Forward



# Levene Tadman Golub

LEVENE TADMAN GOLUB LAW CORPORATION

700 – 330 St Mary Avenue  
Winnipeg, Manitoba R3C 3Z5  
Phone 204-957-0520 / Fax 204-957-1696

August 11, 2025

Tim J. Valgardson  
Reply: (204) 957-6408  
tvalgardson@tlg.ca  
Brittni VanDasselaar, Legal Assistant  
Reply: (204) 957-6442  
bvandasselaar@tlg.ca

Director of Employment Standards  
Manitoba Labour and Immigration  
Room 606-401 York Avenue  
Winnipeg, Manitoba R3C 0P8  
Winnipeg MB R3C 3R8

By Facsimile 204-948-3046

**Re: Order No. 14/25/WRAPA 6844406 Manitoba Ltd. and Lakhvir Kaur**

---

Please be advised that we are legal counsel for 6844406 Manitoba Ltd as well as for Jai Inder Singh Sandhu.

On or about July 24, 2025 Employment Standards Officer, Mathew Darragh issued four (4) separate orders involving 6844406 MB Ltd. 6844406 Manitoba Ltd. wishes to appeal Order No. 14/25/WRAPA.

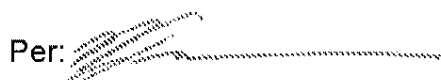
We request that the matter be referred to the Manitoba Labour Board for a public hearing.

The reasons for the appeal are that we believe 6844406 Manitoba Ltd. has just cause for termination and that all wages including vacation pay were paid for work done and authorized.

Per Matthew Darragh's extension of time, we confirm that \$5,000.00 will be deposited with Employment Standards on Friday August 15, 2025.

Yours truly,

**LEVENE TADMAN GOLUB LAW CORPORATION**

Per: 

*Electronically Signed*

**TIM J. VALGARDSON**

# Fax

**To** Director  
**Fax** 2049483046  
**Phone**  
**Company** Employment Standards

**From** Debbie Mackie  
**Fax** +12049571696  
**Phone** +12049576429  
**Company**  
**Pages** 2

**Subject** Order 16/25/WRAPA

**Notes**

Urgent    For review    Please Comment    Please Reply    Please Forward



# Levene Tadman Golub

LEVENE TADMAN GOLUB LAW CORPORATION

700 – 330 St Mary Avenue  
Winnipeg, Manitoba R3C 3Z5  
Phone 204-957-0520 / Fax 204-957-1696

August 11, 2025

Tim J. Valgardson  
Reply: (204) 957-6408  
tvalgardson@tlg.ca  
Brittni VanDasselaar, Legal Assistant  
Reply: (204) 957-6442  
bvandasselaar@tlg.ca

Director of Employment Standards  
Manitoba Labour and Immigration  
Room 606-401 York Avenue  
Winnipeg, Manitoba R3C 0P8  
Winnipeg MB R3C 3R8

By Facsimile 204-948-3046

**Re: Order No. 16/25/WRAPA 6844406 Manitoba Ltd. and Sahil Bahri**

Please be advised that we are legal counsel for 6844406 Manitoba Ltd as well as for Jai Inder Singh Sandhu.

On or about July 24, 2025 Employment Standards Officer, Mathew Darragh issued four (4) separate orders involving 6844406 MB Ltd. 6844406 Manitoba Ltd. wishes to appeal Order No. 16/25/WRAPA.

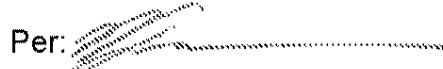
We request that the matter be referred to the Manitoba Labour Board for a public hearing.

The reasons for the appeal are that we believe 6844406 Manitoba Ltd. has just cause for termination and that all wages including vacation pay were paid for work done and authorized.

Per Matthew Darragh's extension of time, we confirm that \$5,000.00 will be deposited with Employment Standards on Friday August 15, 2025.

Yours truly,

**LEVENE TADMAN GOLUB LAW CORPORATION**

Per: 

*Electronically Signed*

**TIM J. VALGARDSON**

# Fax

**To** Director  
**Fax** 2049483046  
**Phone**  
**Company** Employment Standards

**From** Debbie Mackie  
**Fax** +12049571696  
**Phone** +12049576429  
**Company**  
**Pages** 2

**Subject** Order 243/25/ER

**Notes**

Urgent    For review    Please Comment    Please Reply    Please Forward



# Levene Tadman Golub

LEVENE TADMAN GOLUB LAW CORPORATION

700 – 330 St Mary Avenue  
Winnipeg, Manitoba R3C 3Z5  
Phone 204-957-0520 / Fax 204-957-1696

August 11, 2025

Tim J. Valgardson  
Reply: (204) 957-6408  
tvalgardson@tlg.ca  
Brittni VanDasselaar, Legal Assistant  
Reply: (204) 957-6442  
bvandasselaar@tlg.ca

Director of Employment Standards  
Manitoba Labour and Immigration  
Room 606-401 York Avenue  
Winnipeg, Manitoba R3C 0P8  
Winnipeg MB R3C 3R8

By Facsimile 204-948-3046

**Re: Order No. 243/25/ER 6844406 Manitoba Ltd. and Jaspinderjit Kaur**

---

Please be advised that we are legal counsel for 6844406 Manitoba Ltd as well as for Jai Inder Singh Sandhu.

On or about July 24, 2025 Employment Standards Officer, Mathew Darragh issued four (4) separate orders involving 6844406 MB Ltd. 6844406 Manitoba Ltd. wishes to appeal Order No. **243/25/ER**.

We request that the matter be referred to the Manitoba Labour Board for a public hearing.

The reasons for the appeal are that we believe Jaspinderjit Kaur was never an employee and not entitled to pay, vacation pay or pay in lieu of notice.

As per Matthew Darragh's extension of time, we confirm that \$5,000.00 will be deposited with Employment Standards on Friday August 15, 2025.

Yours truly,

**LEVENE TADMAN GOLUB LAW CORPORATION**

Per: \_\_\_\_\_

*Electronically Signed*

**TIM J. VALGARDSON**

I



Stride Credit Union Limited  
Attention: Boyd Bagnall  
19 Royal Rd N  
Portage la Prairie, MB

Subject : Howard Johnson by Wyndham – Portage la Prairie

Date: February 26, 2026  
Invoice No.: 001

FOR PROFESSIONAL SERVICES RENDERED pursuant to Court Appointed Receivership  
from September 29, 2025, to February 26, 2026:

Disbursements –milage October 2025	\$	117.33
Fees		
Collin LeGall, Licensed Insolvency Trustee - 88.23 hours	\$	40,958.50
Other team members - 23.95 hours		<u>6,437.15</u>
	\$	47,512.98
GST		<u>2,375.65</u>
	\$	<u>49,888.63</u>

**J**

SUMMARY OF LEGAL FEES AND DISBURSEMENTS  
TAYLOR MCCAFFREY LLP

<u>Date</u>	<u>Invoice #</u>	<u>Fees</u>	<u>Disbursements</u>	<u>GST</u>	<u>PST</u>	<u>Total</u>	<u>Hours</u>
21-Aug-25	731579	\$712.50	\$45.00	\$37.88	\$49.88	\$845.26	1.9
18-Nov-25	4252	\$18,486.00	\$112.95	\$927.63	\$1,293.87	\$20,820.45	63
24-Feb-26	10797	\$31,249.63	\$98.30	\$1,567.66	\$2,187.60	\$35,103.19	101.90
<b>Total</b>		<b>\$50,448.13</b>	<b>\$256.25</b>	<b>\$2,533.17</b>	<b>\$3,531.35</b>	<b>\$56,768.90</b>	

**K**

THE KING'S BENCH  
WINNIPEG CENTRE

IN THE MATTER OF THE RECEIVERSHIP OF  
7333651 MANITOBA LTD. and 6844406 MANITOBA LTD. O/A HOWARD JOHNSON PORTAGE  
OF THE CITY OF PORTAGE LA PRAIRIE  
IN THE PROVINCE OF MANITOBA

RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS - February 25, 2026

RECEIPTS

Vending machine	34.85
Interest earned	40.98
Stride Credit Union protective disbursements	125,000.00
TOTAL RECEIPTS	<u>\$ 125,075.83</u>

DISBURSEMENTS

Insurance	10,530.00
Filing fees paid to OSB & Ascend software fee	515.67
Hydro	14,489.88
Security	50,336.17
Locksmith	682.16
Repairs, pool maintenance, MWM Environmental, Snow clearing, pest control	5,689.03
Cleaning service	530.00
Payroll	6,892.42
Fire inspection report	150.00
Receiver fees	12,000.00
Goods and services tax	3,875.56
TOTAL DISBURSEMENTS	<u>105,690.89</u>
<b>Balance in trust</b>	<b><u><u>19,384.94</u></u></b>