



concurrence of any other persons, for the repairing, completing, adding to, or managing of the Mortgaged Premises, including completing the construction of any incomplete building or buildings, structures, services or improvements on the Mortgaged Premises, and constructing or providing for leasehold improvements notwithstanding that the resulting cost may exceed the original Principal Amount;

(i) such Receiver shall have full power to manage, operate, amend, repair or alter the Mortgaged Premises or any part thereof in the name of the Mortgagor for the purpose of obtaining rental and other income from the Mortgaged Premises or any part thereof;

(j) no Receiver shall be liable to the Mortgagor to account for monies other than monies actually received by it in respect of the Mortgaged Premises and out of such monies so received from time to time such Receiver shall pay in the following order:

(i) its remuneration aforesaid;

(ii) all obligations, costs and expenses made or incurred by it, including any expenditures in connection with the management, operation, leasing, maintenance, repair, construction or alteration of the Mortgaged Premises or any part thereof or any business or undertaking carried on by the Receiver thereon;

(iii) interest, principal and other monies which may be or become a lien upon the Mortgaged Premises from time to time in priority to this Mortgage, including all realty taxes;

(iv) to the Mortgagee, the Principal Amount, all interest thereon and any other amounts payable under any Loan Document, to be applied in such order as the Mortgagee in its discretion shall determine, and

(v) at the discretion of the Receiver, interest, principal and other monies which may from time to time constitute a lien on the Mortgaged Premises subsequent in priority or subordinate to the interest of the Mortgagee under this Mortgage, and such Receiver may retain in its discretion reasonable reserves to satisfy accruing amounts and anticipated payments in connection with any of the foregoing;

(k) the Mortgagee may at any time and from time to time terminate any receivership by notice in writing to the Mortgagor and to any Receiver; and

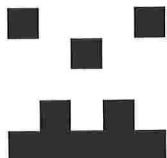
(l) the Mortgagor hereby releases and discharges the Mortgagee and every Receiver from every claim of every nature, whether sounding in damages for negligence or trespass or otherwise, which may arise or be caused to the Mortgagor or any person claiming through or under it by reason or as a result of anything done by the Mortgagee or any Receiver under the provisions of this paragraph. The Mortgagor agrees to ratify and confirm all actions of any Receiver taken or made pursuant to this provision and agrees that neither the Receiver nor the Mortgagee shall be liable for any loss sustained by the Mortgagor or any other person resulting from any such action or failure to act.

19. CMHC- CERTIFICATE OF INSURANCE

19.1 The Mortgagor agrees that the accepted terms and conditions of Canada Mortgage and Housing Corporation's Certificate of Insurance No. 23270175 and Special Conditions (collectively, the "Certificate of Insurance"), and any amendments thereto, shall survive funding of this Loan and continue to be in full force and effect and binding upon the Mortgagor both before and after funding of the Loan. The Mortgagor further acknowledges receipt and review of the Certificate of Insurance and agrees to carry out and complete those conditions set out in the Certificate of Insurance as if they formed part of the Mortgagee's Commitment Letter and also not to do anything that might impair or negate the Certificate of Insurance.

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3. All 22 Mortgage content pages are present.



20. NOTICES

20.1 All notices or communications provided for under this Mortgage shall be in writing, personally delivered, sent by prepaid first class mail or sent by electronic transmission, addressed to the parties as follows:

(a) if to the Mortgagee addressed to:

Suite 1310 – 95 Wellington Street West
Toronto, Ontario M5J 2N7

(b) and if to the Mortgagor addressed to:

c/o Knight Law Office
202-900 Harrow Street East
Winnipeg, MB R3M 3Y7

The date of receipt of any such communication shall be deemed to be the date of delivery, if personally delivered as aforesaid, or the third Business Day following the date of mailing, if mailed, as aforesaid. If sent by electronic transmission before 4:00pm (local time of the recipient) on any Business Day, such communication shall be deemed to have been received on the date sent; if sent after 4:00 pm (local time of the recipient) on any Business Day or if sent on a day which is not a Business Day, such communication shall be deemed to have been received on the next following Business Day. Any party hereto may change its address for service from time to time by notice in the manner herein provided. In the event of a postal disruption or an anticipated postal disruption, prepaid first class mail will not be an acceptable means of communication.

21. ASSIGNMENT

21.1 This Mortgage and each and every other Loan Document may only be assigned in whole or in part by the Mortgagor and an Additional Covenantor with the express written consent of the Mortgagee and CMHC, which approval may be unreasonably withheld.

21.2 The Mortgagee reserves the right to assign, sell or transfer its interest in this Mortgage and each other Loan Document at any time without notice to or consent from the Mortgagor.

22. APPROVALS AND CONSENTS

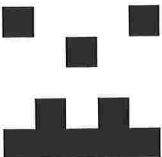
22.1 Any approvals or consents required to be made or given by the Mortgagee hereunder must be expressly given in writing pursuant hereto and shall not be implied or construed by the delivery or receipt of documents.

22.2 Any request by the Mortgagor for approval or consent hereunder shall be in writing and shall be accompanied by all such information as the Mortgagee shall reasonably require.

22.3 Wherever the Mortgagor is required by this Mortgage to obtain the approval or consent of the Mortgagee, it is agreed that, except as otherwise expressly provided in any other specific provisions of this Mortgage, the Mortgagee may give or withhold its approval or consent for any reason that it may see fit in its sole and absolute discretion, and the Mortgagor shall not be liable to the Mortgagee in damages or otherwise for its failure or refusal to give such approval or consent.

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22.4 All reasonable fees of the Mortgagee including, without limitation, legal and consultant fees, incurred by the Mortgagee in connection with the review of any request for approval or consent under this Mortgage shall be for the account of the Mortgagor and shall be payable forthwith upon demand therefor, regardless of whether such approval or consent is given. In the case of approval for a transfer of the Mortgaged Premises or any interest therein, the Mortgagee will also be paid its then current standard assumption fee in respect of any approval that is given.

23. MORTGAGOR'S ACKNOWLEDGEMENT

23.1 The Mortgagor hereby acknowledges as follows:

- (a) that the Mortgagor understands the nature of the SCT referred to in Section 2 above and the statements made in the said Section;
- (b) that the Mortgagor has been given a copy of the SCT; and
- (c) for the better securing to the Mortgagee of the repayment in the manner set out in this Mortgage of the Principal Amount and interest and all other indebtedness and obligations of the Mortgagor secured by this Mortgage, the Mortgagor hereby mortgages and charges to the Mortgagee, all the Mortgagor's estate and interest in the Mortgaged Premises.

24. EXPROPRIATION

24.1 If the Mortgaged Premises or any material part thereof shall be expropriated by any governmental authority, body or corporation having powers of expropriation, the Principal Amount or any remaining balance thereof shall, at the Mortgagee's option, forthwith become due and payable together with interest thereon at the rate provided herein to the date of payment. Further and without limiting the foregoing, if any material part of the Mortgaged Premises shall be expropriated or sold, transferred or conveyed in lieu of expropriation or purchased, acquired by agreement or taken by any public authority or for any public work or purpose pursuant to any statute or regulation, then in such event:

- (a) any and all consideration or compensation whatsoever payable to the Mortgagor or anyone claiming an interest under or through the Mortgagor shall be payable to and shall be paid to the Mortgagee and the same is hereby irrevocably assigned to the Mortgagee accordingly, and any such consideration or compensation paid to or to the order of or received by the Mortgagor shall be and be deemed to be held in trust for the Mortgagee.
- (b) at the Mortgagee's option, the Principal Amount or any remaining balance thereof shall forthwith become due and payable together with interest thereon at the rate provided herein to the date of payment.

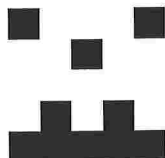
25. UNDERLYING CONDITIONS

25.1 During the tenure of the Loan, the Mortgagor shall:

- (a) allow the Mortgagee and its agents reasonable access to the Mortgaged Premises at all times;
- (b) provide the Mortgagee with the right, but not the obligation, to pay any liens, claims or expenses and provide the Mortgagee with the right to consider such payment as a debt of Mortgagor;
- (c) ensure that the Mortgaged Premises is not further encumbered without the prior written consent of the

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Mortgagee and CMHC;

(d) authorize and consent to such credit investigations as the Mortgagee may deem necessary;

(e) provide such financial information on the Mortgaged Premises, Mortgagor or Additional Covenantor as the Mortgagee may reasonably require;

(f) promptly provide the Mortgagee with notice in writing of any event, which has caused or will cause a material adverse change in the condition of the Mortgagor's or Additional Covenantor's business and of the occurrence of any event, which constitutes or may with the passage of time constitute an event of default;

(g) ensure that all taxes payable, including but not limited to municipal property and services taxes, are paid when due; and

(h) ensure that the representations and warranties of the Mortgagor in each Loan Document are true and correct on the date of the initial advance of funds and on the dates of each subsequent advance of funds.

26. AFFORDABLE HOUSING COVENANTS

26.1 These covenants (collectively, the "Affordable Housing Covenant") shall remain in full force and effect for the duration of the Affordability Period (defined herein below).

26.2 For the purposes of this Section and the Affordable Housing Covenant, "Mortgagor" means the mortgagor named herein and includes any beneficial owner of the Mortgaged Premises and any applicable nominee of the Mortgagor.

26.3 The use of the proceeds of the Loan are limited to the construction of an affordable multiple unit residential project on the Mortgaged Premises.

26.4 The multiple unit residential project located on the Mortgaged Premises (the "Project") must at all times during the Affordability Period (defined herein) meet the Affordability Criteria (defined herein).

26.5 The Mortgagor shall annually provide a certificate of compliance (the "Certificate") in the form attached to the Certificate of Insurance, confirming compliance with the terms and conditions of the Affordable Housing Covenant, together with any information that may be required to support confirmation of compliance with the Affordability Covenant where required by the Mortgagee or CMHC. The Mortgagee shall advise CMHC in writing of any non-compliance identified by the Mortgagor in the Certificate.

26.6 The Mortgagor shall maintain books and records to support confirmation of compliance and shall give the Mortgagee or CMHC access to such books and records during regular business hours on ten (10) days' notice.

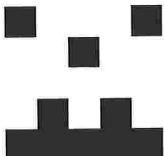
26.7 Failure to comply with the terms and conditions of the Affordable Housing Covenant shall, at CMHC's sole option, constitute a default under the Mortgage.

26.8 This Affordable Housing Covenant shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

26.9 Affordability Criteria means that:

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(a) At the time of first occupancy:

(i) the total residential rental income of the Project must be at least 10% below its potential residential rental income as supported by an appraisal report; and

(ii) a minimum of 20% of the units must be affordable with rents at or below 30% of the median household income in the subject market;

(b) During the Affordability Period:

(i) the base rent for those units used to accomplish the 10% reduction in the potential residential rental income at the time of first occupancy (as identified by the Mortgagor and attached by rent roll as Schedule "C" to the Certificate of Insurance) shall not increase by an amount greater than the annual permitted increase under applicable legislation/regulations relating to rental rates by the authority having jurisdiction or in the absence of such legislation then rent increases will be limited to the applicable consumer price index as stipulated in the applicable Statistics Canada table (Consumer Price Index, Shelter, by Province - Rented Accommodation); and

(ii) a minimum of 20% of the units must be affordable with rents at or below 30% of the median household income in the subject market at the time of first occupancy; and

(iii) in the case of a new tenancy and/or a change of tenant, to the extent that applicable legislation/regulations do not limit the amount of rent that a landlord may charge a new tenant, the Mortgagor will not increase the rent on a new tenancy and/or a change of tenant by an amount greater than the applicable consumer price index as stipulated in the applicable Statistics Canada table (Consumer Price Index, Shelter, by Province - Rented Accommodation).

26.10 Affordability Period means i) in the case of new construction or major renovation or regeneration projects, the ten year period commencing on date of the first occupancy permit for an affordable housing unit in the Project; and ii) in the case of an existing building, the ten year period commencing on the interest adjustment date of the housing loan secured by this Mortgage.

26.11 Prior to the first advance, the Mortgagor must provide evidence satisfactory to the Mortgagee that the Project will comply with the Affordability Criteria for the Affordability Period.

27. ADDITIONAL PROVISIONS

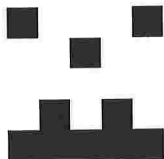
27.1 The Mortgagor warrants and represents to the Mortgagee that it will maintain the Mortgaged Premises in good repair and shall commit no waste thereon. The Mortgagor hereby covenants to operate the Mortgaged Premises at all times in accordance with all applicable laws and ordinances, whether municipal, county, provincial or federal, including the compliance in full with any legislation and regulation in respect of the handicapped.

27.2 The Mortgagor warrants and represents to the Mortgagee that individual condominium units will not be sold and that the Mortgaged Premises will at all times throughout the life of the Loan be maintained as a rental property. Any attempt to sell individual units is a breach under the Mortgage and all moneys owing under the Mortgage, including principal and interest, shall immediately become due and payable.

27.3 References in the SCT to The Real Property Act shall mean and refer to The Real Property Act (Manitoba) in force at the date of execution of this Mortgage.

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27.4 No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now existing or hereafter to exist by law or by statute (as modified herein) or in equity or otherwise.

27.5 In the event that the Mortgagee, in addition to the Mortgaged Premises secured hereunder, holds any further or additional security ("Additional Security") on account of the indebtedness secured herein, it is agreed that no single or partial exercise by the Mortgagee of any of the remedies specified in this Mortgage or under any of such Additional Security shall preclude any other and further exercise of any other right, power or remedy pursuant to this Mortgage or pursuant to any of such Additional Security. The Mortgagee shall at all times have the right to proceed against all or any portion of the Mortgaged Premises or such Additional Security in such order and in such manner as it shall in its discretion deem fit without waiving any rights which the Mortgagee may have with respect to any and all of such security, and the exercise of any such powers or remedies from time to time shall in no way affect any other powers or remedies which the Mortgagee may have pursuant to this Mortgage, any such Additional Security, or in law or in equity.

27.6 The Mortgagee may exercise all remedies provided for in this Mortgage and any Additional Security concurrently or in such order and at such times as it may see fit and shall not be obligated to exhaust any remedy or remedies hereunder or thereunder before exercising its rights under any other provisions contained in this Mortgage or any Additional Security.

27.7 In the case of any judicial or other proceedings to enforce this Mortgage, judgment may be rendered against the Mortgagor in favour of the Mortgagee for any amount which may remain due in respect of the Principal Amount, interest thereon and other moneys (if any) owing hereunder after the application to the payment thereof of the proceeds of any sale of the Mortgaged Premises or any part thereof or any Additional Security therefor.

27.8 The Mortgagee may in writing at any time or times waive an event of default after the occurrence thereof upon such terms and conditions as it shall prescribe; provided, however, that any such waiver shall apply only to the particular event of default waived and shall not operate as a waiver of any other or future event of default. No waiver shall be effective or binding on the Mortgagee unless made in writing. Delay in the exercise of the Mortgagee's right to terminate shall not be construed as a waiver of such right to terminate with regard to the occurrence of any event of default, and the failure of the Mortgagee to act as to any event shall not be construed as a waiver of its right to act with respect to any subsequent event of a similar nature.

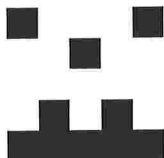
27.9 The Mortgagor hereby irrevocably nominates, constitutes and appoints the Mortgagee and any person further designated by the Mortgagee as the true and lawful attorney of the Mortgagor for and in the name of the Mortgagor after an event of default has occurred under this Mortgage and is continuing, to execute and do any deeds, documents, transfers, demands, assignments, assurances, consents and things which the Mortgagor is obliged to sign, execute or do hereunder and to commence, continue and defend any proceedings authorized to be taken hereunder and generally to use the name of the Mortgagor in the exercise of all or any of the powers hereby conferred on the Mortgagee and on any receiver appointed hereunder.

27.10 In the case of residential leases, the Mortgagor's standard form of lease must be approved by the Mortgagee and the Mortgagor shall not amend same without the Mortgagee's consent.

27.11 The Mortgagor and each Additional Covenantor, if any, represent and warrant to the Mortgagee that all information and material submitted and all representations made to the Mortgagee by the Mortgagor and/or any Additional Covenantor are true, complete and accurate and each of the foregoing parties acknowledges that the Mortgagee has relied on such information, material and representations in approving the Loan. Any breach of this representation and warranty shall constitute a default under the Loan Documents which shall entitle the Mortgagee

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to exercise all its rights and remedies for default in payment thereunder.

27.12 Whenever the singular number or the masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires; and in any case where the Mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several; and the heirs, executors, administrators, successors and assigns of any party executing the Mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained. The covenants, agreements, stipulations and provisos herein stated shall be in addition to those granted or implied by statute.

27.13 Clause 1 of the SCT is hereby amended as follows:

- (a) references to paragraph 6 of the mortgage shall be amended to read paragraph 5 of the mortgage; and
- (b) references to paragraph 2 of the mortgage shall be amended to read paragraph 3 of the mortgage.

6. THE FARM LANDS OWNERSHIP ACT EVIDENCE

The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because

- ☒ The within land is not farm land as defined in *The Farm Lands Ownership Act*.
- ☐ All of the within lands are farm land and are being mortgaged pursuant to a *bona fide* debt obligation.
- ☐ Some of the within lands are farm land and the farm lands are being mortgaged pursuant to a *bona fide* debt obligation.
- ☐ Other

7. INSTRUMENT PREPARED BY

Given Name Middle Names Surname Suffix

Company

Telephone + Extension E-Mail

File Number Description

Unlock Form and Remove Signature Pages

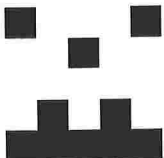


Once you have clicked the Lock Form and Create Signature Pages button, you will not be able to change the registration form. You will be able to fill in certain areas in the signature pages before printing.

If you want to change the registration form once the signature pages have been created, you must click the Unlock Form and Remove Signature Pages button. If you do this, you will lose all changes made to the signature pages. Any signature pages already printed will be invalid and will have to be regenerated, reprinted and, where they have already been signed, resigned.

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SIGNATURES AND EVIDENCE

1. The mortgagor is or is entitled to be the owner of the land.
2. The mortgagor hereby mortgages to the mortgagee its interest in the land as security for performance of all its obligations herein.
3. The mortgagor promises to pay the principal amount and interest and all other charges and money hereby secured and to be bound by all the terms herein.
4. I acknowledge receipt of a copy of this instrument and all of the terms herein.
5. I am of the age of majority.
6. Additional evidence

Mortgagor BOKHARI DEVELOPMENT INC.

Signature

Date

(YYYY-MM-DD)

Name

☐ Employee ☒ Officer ☐ Director

Position

WITNESS

Signature

Address

Name

☒ This person witnessed all signatures by BOKHARI DEVELOPMENT INC.☐ The mortgagee is a financial institution and the witness is☒ Document witnessed inside Canada by☒ Practising lawyer☐ Notary public in the Province of British Columbia or Quebec☐ A person entitled to administer oaths inside or outside of Manitoba District Registrar approval required☐ Document witnessed outside of Canada by a person entitled to administer oaths outside of Manitoba

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**WHO MAY BE A WITNESS**

Only those persons specified in the section 72.4 of *The Real Property Act* may act as a witness to this document.

NOTICE TO WITNESSES

By signing as witness you confirm that the person whose signature you witnessed:

1. Is either personally known to you, or that their identity has been proven to you.

AND

2. That they have acknowledged to you that they:
 - (a) are the person named in this instrument;
 - (b) have attained the age of majority in Manitoba; and
 - (c) are authorized to execute this instrument.

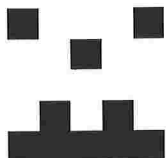
By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

***The Mortgage Act* provides that the mortgagor can obtain free of charge, from the mortgagee, a statement of the debts secured by this mortgage once every 12 months, or as needed for pay off or sale.**

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all mortgagors, encumbrances, mortgagees and encumbrancers whether individual or corporate.

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Lara Kauppila

From: Lara Kauppila
Sent: September 20, 2021 1:41 PM
To: 'Kim Riley'
Subject: Deficient Instrument Registered at Teranet Manitoba

Good afternoon Kim,

Your File No. 0185810 JMM

Please be advised that a registration filed by your office at Teranet Manitoba has been examined and has been found to contain errors or deficiencies that prevent the completion of the registration process.

Below, we've provided full particulars of the document in question including the nature of the problem or problems, an explanation of what will be required to fix the problem(s), together with contact information.

Particulars of Deficient Instrument(s)

Instrument registration number:	1217450/3
Instrument type:	M - Mortgage
From/by:	BOKHARI DEVELOPMENT INC.
To:	PEOPLES TRUST COMPANY
Deficiencies:	The signature page was digitally altered after it was signed to add Darcy Shaver's name and position as Secretary. We cannot accept digitally altered signature pages. We can accept the version of the signature page that has those details missing and a correction letter add the missing details. Or the signature pages can be corrected, reprinted and resigned. We will also need a letter with the replacement signatures authorizing us to remove the set that was originally submitted.

To correct the above, please submit a correction letter and/or a Form 30 following the guidelines within our [Correction Policy](#).

If the above deficiencies have not been corrected within two weeks from the date of this email, the above described instrument(s) may be rejected.

Sincerely,

Lara Kauppila

Document Examiner (DEX), Portage Land Titles Office
Lara.Kauppila@teranet.ca

Street Address
Room B21

teranetmanitoba.ca
 [LinkedIn](#) |
 [YouTube](#)

25 Tupper Street North
Portage la Prairie, MB
R1N 3K1



If you do not wish to receive future marketing emails, please email us at clientservice@teranet.ca and indicate your request to be removed from our marketing email list. Please note that even if you unsubscribe you may still receive certain emails as permitted by law. Contact Teranet Manitoba at 500-200 Graham Avenue, Winnipeg MB R3C 4L5 or teranetmanitoba.ca.



THOMPSON
DORFMAN
SWEATMAN

Writer's Name Jennifer M. McKinnon
Direct Telephone 204-934-2491
E-mail Address jmm@tdslaw.com
Direct Fax 204-934-0560

September 21, 2021

The Property Registry
Room B21
25 Tupper Street North
Portage la Prairie MB R1N 3K1

Attention: Lara Kaupplia

Dear Sirs/Mesdames:

Re: Correction of Mortgage No. 1217450/3
Our Matter No. 0185810 JMM

Please correct Mortgage No. 1217450/3 as follows:

1. please disregard the signature pages that were attached to the Mortgage previously submitted and replace with the signature pages attached hereto; and
2. the following information should be inserted on the enclosed signature page:
 - a) the name of the authorized signatory is Darcy Shaver and his position is Secretary.

We are solicitors for the Mortgagee, Peoples Trust Company, and we have our client's authority to make the above change.

We have obtained the consent of counsel to the Mortgagor, Bokhari Development Inc., to make this change.

Yours truly,

THOMPSON DORFMAN SWEATMAN LLP

Per:


Jennifer M. McKinnon

JMM/kr



SIGNATURES AND EVIDENCE

1. The mortgagor is or is entitled to be the owner of the land.
2. The mortgagor hereby mortgages to the mortgagee its interest in the land as security for performance of all its obligations herein.
3. The mortgagor promises to pay the principal amount and interest and all other charges and money hereby secured and to be bound by all the terms herein.
4. I acknowledge receipt of a copy of this instrument and all of the terms herein.
5. I am of the age of majority.
6. Additional evidence

Mortgagor

BOKHARI DEVELOPMENT INC.

Signature

Date

2021-08-30

(YYYY-MM-DD)

Name

☐ Employee
 ☒ Officer
 ☐ Director

Position

WITNESS

Signature

Address

 201-203 5th Ave N.
 SWAN RIVER, MB
 R0L 1Z0

Name

DAVID NEIL GRAY

☒ This person witnessed all signatures by BOKHARI DEVELOPMENT INC.

☐ The mortgagee is a financial institution and the witness is

☒ Document witnessed inside Canada by

☒ Practising lawyer

☐ Notary public in the Province of British Columbia or Quebec

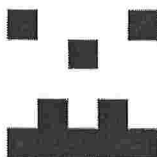
☐ A person entitled to administer oaths inside or outside of Manitoba

☒ District Registrar approval required

☐ Document witnessed outside of Canada by a person entitled to administer oaths outside of Manitoba

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.



2. The 32 character control number below is present and identical on all pages.

4D75-82D3-85B5-4A21-C48D-FAB3-8A2C-8752

3. All 22 Mortgage content pages are present.

Do not alter or staple this form

Signature Page 1 of 2 for BOKHARI DEVELOPMENT INC.

**WHO MAY BE A WITNESS**

Only those persons specified in the section 72.4 of *The Real Property Act* may act as a witness to this document.

NOTICE TO WITNESSES

By signing as witness you confirm that the person whose signature you witnessed:

1. Is either personally known to you, or that their identity has been proven to you.

AND

2. That they have acknowledged to you that they:
 - (a) are the person named in this instrument;
 - (b) have attained the age of majority in Manitoba; and
 - (c) are authorized to execute this instrument.

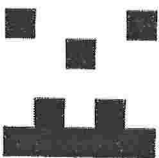
By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

The Mortgage Act provides that the mortgagor can obtain free of charge, from the mortgagee, a statement of the debts secured by this mortgage once every 12 months, or as needed for pay off or sale.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all mortgagors, encumbrances, mortgagees and encumbrancers whether individual or corporate.

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.



2. The 32 character control number below is present and identical on all pages.

4D75-82D3-85B5-4A21-C48D-FAB3-8A2C-8752

3. All 22 Mortgage content pages are present.

Do not alter or staple this form

Document Review

Registration #		Type	New Titles
1217450/3		Mortgage	
Notes			
1	2021-9-20	Lara Kauppila	BOKHARI DEVELOPMENT INC. - OK PEOPLES TRUST COMPANY - OK
2	2021-9-20	Lara Kauppila	The signature page was digitally altered after it was signed to add Darcy Shaver's name and position as Secretary. We cannot accept digitally altered signature pages. (Emailed the client)

**THE REAL PROPERTY ACT
SET OF STANDARD CHARGE TERMS**

Filed by CANADA MORTGAGE AND HOUSING CORPORATION

Filing Date: June 8, 1988

Serial No. 1028245

The following set of Standard Charge Terms shall be deemed to be included in every mortgage in which the set is referred to by its serial number, as provided in Section 93 of The Real Property Act.

1 COVENANT TO PAY

- (a) The Mortgagor shall pay to the Mortgagee in lawful money of Canada the principal referred to in paragraph 6 of the mortgage of which these Standard Charge Terms form a part with interest thereon at the rate referred to in said paragraph 6 (the "mortgage rate") in the manner and upon the terms referred to in the mortgage and shall observe and perform all covenants, provisos, terms, conditions and agreements contained in the mortgage;
- (b) The Mortgagor covenants and agrees to pay to the Mortgagee interest as aforesaid in the manner aforesaid on the principal at the mortgage rate and all interest on becoming overdue shall be forthwith treated (as to payment of interest thereon) as principal and shall bear compound interest at the mortgage rate as well after as before maturity of the mortgage, to be computed with rests and paid on the interest adjustment date and semi-annually thereafter in each year and all such interest and compound interest shall be a charge on the Land referred to in paragraph 2 of the mortgage (the "said lands"). In the event of non-payment of any of the money hereby secured at the times set for payment in the mortgage, the Mortgagor agrees to pay interest at the mortgage rate from day to day on the same so long as any part thereof remains unpaid;
- (c) All money whether principal, interest or other money payable to the Mortgagee under the terms of the mortgage shall be payable in lawful money of Canada to the Mortgagee at its head office or such other place as may be designated by the Mortgagee.

2. APPLICATION OF PAYMENTS

Provided that if the mortgage is repayable by blended instalments of principal and interest, the instalments payable under the mortgage are to be applied firstly on account of interest calculated as provided in the mortgage on the principal money from time to time outstanding and the balance of the said instalments shall be applied on account of principal; provided, however, in the case of default by the Mortgagor, the Mortgagee may apply any payments received during any period of such default in whatever order it may elect as between principal, interest, taxes, repairs, insurance premiums or other advances made on behalf of the Mortgagor.

3. PREPAYMENT PRIVILEGE

- (a) Provided that the Mortgagor when not in default hereunder shall have the privilege of paying an additional amount on account of principal, not in excess of 10% of the original amount of this mortgage, on the first anniversary of the interest adjustment date and a similar amount on account of principal on the second anniversary of the said date, upon payment, by way of bonus, of three months interest on the amount of any such additional payment, it being agreed that such privilege shall not be cumulative;
- (b) Provided that on the third anniversary of the interest adjustment date and on any monthly instalment date thereafter, the Mortgagor, when not in default hereunder, shall have the privilege of paying the whole amount owing hereunder, or any part thereof, upon payment, by way of bonus, of three months interest on the amount of any such additional payment;
- (c) Provided, however, that if the mortgage covers a rental housing project, as defined in the National Housing Act, the foregoing additional payment privileges shall not apply, but the Mortgagor, when not in default hereunder, shall have the privilege of paying, on the fifth anniversary of the interest adjustment date, or on any monthly instalment date thereafter, the whole amount owing hereunder, upon payment, by way of bonus, of three months interest on the principal amount then outstanding;
- (d) Provided that when any partial additional payments are made the amount thereof shall be equal to the sum of the principal portions of a number of consecutive monthly instalments which would otherwise become due hereunder next following the date upon which such additional payment is made, and the payment dates of all remaining instalments and of the balance owing hereunder shall be accelerated so that the Mortgagor shall pay the aforesaid monthly instalment in each and every month, commencing with the month immediately following the month in which the additional payment is made and continuing until all money owing hereunder shall have been fully repaid.

4. TAXES

Subject as hereinafter in this clause provided, the Mortgagor agrees to pay when and as the same fall due all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the mortgaged premises or on the mortgage or on the Mortgagee in respect of the mortgage; provided that in respect of municipal taxes, school taxes and local improvement rates (hereinafter referred to as "taxes") chargeable against the mortgaged premises:

- (a) The Mortgagee may deduct from the final advance of the money secured by the mortgage an amount sufficient to pay the taxes which have become or will become due and payable on or before the day preceding the said interest adjustment date and are unpaid at the date of such final advance;
- (b) After the interest adjustment date the Mortgagor shall pay to the Mortgagee in monthly instalments on the dates on which instalments of principal and interest are payable pursuant to the mortgage, sums sufficient to enable the Mortgagee to pay the whole amount of taxes on or before the due date for payment thereof or, if such amount is payable in instalments, on or before the due date for payment of the first instalment thereof;
- (c) Where the period between the interest adjustment date and the next following annual due date or first instalment date is less than one year, the Mortgagor shall pay to the Mortgagee in equal monthly instalments, during such period and during the next succeeding 12-month period, an amount estimated by the Mortgagee to be sufficient to pay, on or before the expiration of the said 12-month period, all taxes which shall become due and payable during the said two periods and during the balance of the year in which the said 12-month period expires; and the Mortgagor agrees to pay to the Mortgagee on demand the amount, if any, by which the actual taxes exceed such estimated amount;
- (d) Except as provided in clause 4 (c) the Mortgagor shall, in each and every month, pay to the Mortgagee one-twelfth of the amount (as estimated by the Mortgagee) of the taxes next becoming due and payable; and the Mortgagor shall pay to the Mortgagee on demand the amount, if any, by which the actual taxes exceed such estimated amount;
- (e) The Mortgagee shall allow the Mortgagor credit for interest at not less than the prevailing rate allowed by the chartered banks on personal savings deposits with chequing privileges, on the minimum balances standing in the mortgage account from time to time to the Mortgagor's credit for payment of taxes, such interest to be credited to the mortgage account not less frequently than once each year; and the Mortgagor shall be charged interest, at the mortgage rate, on the debit balance, if any, of taxes in the mortgage account outstanding after payment of taxes by the Mortgagee, until such debit balance is fully repaid;
- (f) The Mortgagee agrees to apply such deduction and payments on the taxes chargeable against the mortgaged premises so long as the Mortgagor is not in default under any covenant, proviso or agreement contained in the mortgage, but nothing herein contained in the mortgage shall obligate the Mortgagee to apply such payments on account of taxes more often than yearly. Provided, however, that if, before any sum or sums so paid to the Mortgagee shall have been so applied, there shall be default by the Mortgagor in respect of any payment of principal or interest as herein provided, the Mortgagee may apply such sum or sums in or towards payment of the principal and or interest in default. The Mortgagor further covenants and agrees to transmit to the Mortgagee the assessment notices, tax bills and other notices affecting the imposition of taxes forthwith after the receipt of same by the Mortgagor;
- (g) Notwithstanding the provisions of clause 1 and clauses 4 (a) to 4 (f) inclusive, the Mortgagee may, with the approval of Canada Mortgage and Housing Corporation, request the Mortgagor to pay the taxes when and as such taxes become due and to submit to the Mortgagee tax receipts evidencing the payment of the said taxes within 30 days after they become due, and in such case, the aforesaid monthly instalment, where applicable, will be adjusted accordingly.

5. INSURANCE

The Mortgagor shall forthwith insure and during the continuance of the mortgage keep insured in favour of the Mortgagee, against loss or damage by fire and, as the Mortgagee may require, insure against loss or damage by tempest, tornado, cyclone, lightning, floods and other risks or hazards, each and every building on the said lands and which may hereafter be erected thereon, both during erection and thereafter, for the full replacement value thereof in lawful money of Canada in a company approved by the Mortgagee; and the Mortgagor shall forthwith assign, transfer and deliver over unto the Mortgagee the policy of insurance and receipts thereof appertaining; and if the Mortgagor shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Mortgagee at least five days before the termination of any insurance, evidence of renewal thereof, the Mortgagee shall be entitled, but shall not be obliged, to insure the said buildings or any of them; and the Mortgagor shall forthwith on the happening of any loss or damage, furnish at its expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance money; and any insurance money received may, at the option of the Mortgagee, be applied in rebuilding, reinstating or repairing the mortgaged premises or be paid to the Mortgagor or to any other person appearing by the registered title to be or to have been the owner of the said mortgaged premises or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Mortgagee, in whole or in part on the mortgage debt or any part thereof whether due or not then due.

6. CONSTRUCTION

The Mortgagor agrees to construct a building or buildings and other improvements on the said lands in accordance with plans and specifications which have been or are hereafter approved by Canada Mortgage and Housing Corporation and by the Mortgagee and will carry on diligently to completion the construction of the said building, buildings and other improvements.

7. ENTRY AFTER DEFAULT

The Mortgagor covenants and agrees with the Mortgagee that in the event of default in the payment of any instalment or any other money payable hereunder or on breach of any covenant, proviso or agreement herein contained, after all or any part of the money hereby secured has been advanced, the Mortgagee may at such time or times as the Mortgagee may deem necessary and without the concurrence of any person, enter upon the mortgaged premises and may make such arrangements for completing the construction of, repairing or putting in order the mortgaged premises, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the mortgaged premises as the Mortgagee may deem expedient; and all reasonable costs, charges and expenses, including allowances for the time and service of any employee of the Mortgagee or other person appointed for the above purposes, shall be forthwith payable to the Mortgagee and shall be a charge upon the mortgaged premises and shall bear interest at the mortgage rate until paid.

8. REMEDIES

- (a) The Mortgagor covenants and agrees with the Mortgagee that in the event of default being made in the payment of the money hereby secured or any part thereof or in case of the breach or non-performance of any of the covenants, agreements, provisos or stipulations expressed or implied herein: The Mortgagee may, at the expense of the Mortgagor and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation; the Mortgagee may send or employ an inspector or agent to inspect and report upon the value, state and condition of the mortgaged premises and a solicitor to examine and report upon the title to the mortgaged premises; the Mortgagee or agent of the Mortgagee may enter into possession of the mortgaged premises and whether in or out of possession collect the rent and profit thereof, and make any demise or lease of the mortgaged premises or any part thereof, for such term and period and at such rent as the Mortgagee shall think proper; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease; it shall and may be lawful for and the Mortgagor does hereby grant full power, right and licence to the Mortgagee to enter, seize and distrain upon the mortgaged premises, or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the mortgaged premises, as much of the mortgage money as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent; the Mortgagee may sell and dispose of the mortgaged premises with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the mortgaged premises; and all remedies competent may be resorted to and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by the mortgage may be exercised; and any notice may be effectually given by leaving the same with an adult person on the mortgaged premises if occupied, or by placing the same thereon, or on any part thereof if unoccupied, or at the option of the Mortgagee by publishing the same in a newspaper published in the Province of Manitoba; and such notice shall be sufficient though not otherwise addressed than "To whom it may concern"; and no want of notice or publication or any other defect, impropriety or irregularity shall invalidate any sale made or purporting to be made of the mortgaged premises hereunder; and the Mortgagee may sell, transfer and convey any part of the mortgaged premises on such terms of credit or part cash and part credit, secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such price as can reasonably be obtained therefor; and in the event of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any money until the same shall be actually received in cash; and sales may be made from time to time of parts of the mortgaged premises to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with interest payable at the mortgage rate; and the Mortgagee may make any stipulations as to title or evidence or commencement of title or otherwise as the Mortgagee shall deem proper, and may buy in or rescind or vary any contract for sale; and on any sale or resale, the Mortgagee shall not be answerable for loss occasioned thereby; and for any of such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary; the whole of the mortgage money shall, at the option of the Mortgagee, become due and payable.
- (b) The Mortgagor further covenants and agrees with the Mortgagee that the taking of a judgment on any of the covenants or agreements herein contained shall not operate as a merger thereof; the Mortgagee may at all times release any part or parts of the mortgaged premises or any other security or any surety for payment of all or any part of the money hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said money or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any money except that actually received by the Mortgagee, and without thereby releasing any other part of the mortgaged premises, or any other securities or covenants herein contained; it being especially agreed that notwithstanding any such release the portion of the mortgaged premises, securities and covenants remaining unreleased shall stand charged with the whole of the money hereby secured; no extension of time given by the Mortgagee to the Mortgagor, or anyone claiming under the Mortgagor, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the money hereby secured.

9. BUILDINGS

It is the intention of the parties hereto that the building or buildings now erected, being erected or to be erected on the said lands form part of the security for the full amount of the money secured by the mortgage and that advances on the mortgage are to be made from time to time in the future in accordance with the progress of construction of such building or buildings and upon their completion and occupation or sale; and the Mortgagor agrees that neither the execution nor registration of the mortgage nor the advance of part of the said money shall bind the Mortgagee to advance the said money or any unadvanced part thereof, and that the advance of the said money or any part thereof from time to time shall be in the sole discretion of the Mortgagee.

10. FIXTURES

All erections and improvements fixed or otherwise now on or hereafter put upon the said lands or put upon any buildings located upon the said lands, including, without limiting the generality of the foregoing, all fences, heating, plumbing, air-conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, washing and drying equipment, window blinds, storm windows and storm doors, window screens and screen doors, and all apparatus and equipment appurtenant thereto are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the realty and of the security and are included in the term "mortgaged premises", and the Mortgagor shall not commit or permit any act of waste thereon; and the Mortgagor shall, at all times during the continuance of the mortgage, repair, maintain, restore, amend, keep, make good, finish, add to and put in order the mortgaged premises; and in the event of any loss or damage thereto or destruction thereof the Mortgagee may give notice to the Mortgagor to repair, rebuild, or reinstate the mortgaged premises within a time to be determined by the Mortgagee and to be stated in such notice; and upon the failure of the Mortgagor so to repair, rebuild, or reinstate within such time, such failure shall constitute a breach of covenant hereunder and thereupon the mortgage money shall, at the option of the Mortgagee, become immediately due and payable, without any demand by the Mortgagee upon the Mortgagor.

11. PRIOR ENCUMBRANCES

- (a) It is further stipulated, provided and agreed that the Mortgagee may pay the amount of any encumbrance, lien or charge now or hereafter existing or to arise or to be claimed upon the mortgaged premises having priority over the mortgage, including any taxes or other rates on the mortgaged premises or any portion of the mortgaged premises, or any amounts payable to a condominium corporation, and may pay all costs, charges and expenses and all solicitors' charges or commissions as between a solicitor and client, which may be incurred in taking, recovering and keeping possession of the mortgaged premises and generally in any proceedings or steps of any nature whatever properly taken in connection with or to realize upon the mortgage, or in respect of the collection of any overdue interest, principal, insurance premiums, condominium fees or any other money whatsoever payable by the Mortgagor hereunder whether any action or any judicial proceedings to enforce such payments has or have been taken or not and the amount of insurance premiums for fire or other risks or hazards so paid and any other money paid hereunder by the Mortgagee shall be added to the debt hereby secured and be a charge on the mortgaged premises and shall bear interest at the mortgage rate and shall be payable forthwith by the Mortgagor to the Mortgagee and the non-payment of such amount shall be a default under the mortgage and shall entitle the Mortgagee to exercise the power of sale and all other remedies hereby given. In the event of the Mortgagee paying the amount of any such encumbrance, lien or charge, taxes or rates, either out of the money advanced under the mortgage or otherwise it shall be entitled to all the rights, equities and securities of the person or persons, company, corporation or government so paid, and is hereby authorized to retain any discharge thereof, without registration, for such period of time as the Mortgagee deems appropriate.
- (b) In the event of the mortgage money advanced hereunder, or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of and stand in the position of and be entitled to all the equities of the party so paid, whether such charge or encumbrance has or has not been discharged; and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under the mortgage or of any claim so paid shall be final and binding on the Mortgagor; the Mortgagee shall not be charged with any money receivable or collectible out of the mortgaged premises or otherwise, except those actually received; and all revenue of the mortgaged premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may, at the option of the Mortgagee, be used in maintaining or insuring or improving the mortgaged premises, or in payment of taxes or other charges against the mortgaged premises, or applied on the mortgage account.

12. MORTGAGE EXPENSES

All solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering the mortgage and for examining the mortgaged premises and the title thereto, and for making or maintaining the mortgage a first charge on the mortgaged premises, together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, taxes or rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the mortgaged premises or on the mortgage or on the Mortgagee in respect of the mortgage, and in maintaining, repairing, restoring or completing the mortgaged premises, and in inspecting, leasing, managing, or improving the mortgaged premises, including the price or value of any goods of any sort or description supplied to be used on the mortgaged premises, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs, as between a solicitor and client, and an allowance for the time, work and expense of the Mortgagee, or of any agent, solicitor or employee of the Mortgagee, for any purpose herein provided for and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are to be secured hereby and shall be a charge on the mortgaged premises, together with interest thereon at the mortgage rate, and all such money shall be repayable to the Mortgagee on demand, or if not demanded then with the next ensuing instalment, except as otherwise herein provided, and all such sums together with interest thereon are included in the term "mortgage money".

13. ALTERATIONS

The Mortgagor shall not make, or permit to be made, any alterations or additions to the mortgaged premises without the consent of the Mortgagee; and the Mortgagor shall not use the mortgaged premises or permit them to be used for the purpose of any hotel, business, trade or manufacture of any description; the Mortgagee or agent of the Mortgagee or agent of Canada Mortgage and Housing Corporation may, at any time, enter upon the mortgaged premises to inspect the mortgaged premises.

14. EXERCISE OF POWERS

Any discretion, option, decision or opinion hereunder on the part of the Mortgagee shall be sufficiently exercised or formed if exercised or formed by or subsequently ratified by the manager, acting manager or assistant manager of any branch office of the Mortgagee in the Province of Manitoba or an executive officer of the Mortgagee or any officer or agent appointed by the Mortgagee for such purpose.

15. WASTE

The Mortgagor covenants and agrees with the Mortgagee that the Mortgagor will not permit waste to be committed or suffered on the mortgaged premises and that the Mortgagor will maintain the mortgaged premises in good order and repair to the satisfaction of the Mortgagee.

16. OBLIGATIONS SURVIVE SALE

No sale or other dealing by the Mortgagee with the mortgaged premises or any part thereof shall in any way change the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person liable for payment of the mortgage money.

17. DUE ON SALE

In the event of:

- (a) The Mortgagor selling, conveying, transferring or entering into any agreement of sale or transfer of title to the said lands to a purchaser, grantee or transferee not approved in writing by the Mortgagee, or
- (b) If such a purchaser, grantee or transferee should fail to:
 - (i) apply for and receive the Mortgagee's written approval as aforesaid,
 - (ii) personally assume all obligations of the Mortgagor under the mortgage, and
 - (iii) execute an assumption agreement in the form required by the Mortgagee,

then, at the option of the Mortgagee the mortgage money shall forthwith become due and payable.

18. EXTENSION

Provided that no extension of time given by the Mortgagee to the Mortgagor or anyone claiming under the Mortgagor or any other dealing with the owner of the mortgaged premises shall in any way affect or prejudice the right of the Mortgagee against the Mortgagor or any other person liable for the payment of the mortgage money.

19. GOOD TITLE

The Mortgagor further covenants and agrees with the Mortgagee that the Mortgagor has a good title to the mortgaged premises, that the Mortgagor has the right to mortgage the mortgaged premises, that the Mortgagor has done no act to encumber the mortgaged premises, that the Mortgagor will execute such further assurances of the mortgaged premises as may be required from time to time by the Mortgagee, and that on default the Mortgagee shall have quiet possession of the mortgaged premises, free from all encumbrances.

20. DISCHARGE

The Mortgagee shall have a reasonable time after payment of the mortgage money in full within which to prepare and execute a discharge of the mortgage; and interest at the mortgage rate shall continue to run and accrue until actual payment in full has been received by the Mortgagee; and all legal and other expenses for the preparation and execution of such discharge shall be borne by the Mortgagor.

21. SEVERABILITY

The Mortgagor and Mortgagee agree that in the event that at any time any provision of the mortgage is illegal or invalid under or inconsistent with the provisions of any applicable statute or regulation thereunder or would by reason of the provisions of any such statute or regulation render the Mortgagee unable to collect the amount of any loss sustained by it as a result of making the above recited loan which it would otherwise be able to collect under such statute, then such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Mortgagee unable to collect the amount of any such loss. In the event that any provision of the mortgage shall be deemed illegal or invalid, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of the mortgage and all other provisions of the mortgage shall remain in full force and effect.

22. CONDOMINIUM

If the mortgaged premises consist of a condominium unit, then the following provisions shall apply:

- (a) The Mortgagor covenants with the Mortgagee that the Mortgagor or the Condominium Corporation or both the Mortgagor and the Condominium Corporation will forthwith insure and during the continuance of the mortgage keep insured in favour of the Mortgagee against loss or damage by fire and, as the Mortgagee may require, insure against loss or damage by tempest, tornado, cyclone, lightning, floods and other risks or hazards, each and every building or buildings situated on the lands described in the certificate of title standing in the name of the Condominium Corporation and which may hereafter be erected thereon, both during erection and thereafter, for the full replacement value thereof in lawful money of Canada in a company approved by the Mortgagee; and the Mortgagor or the Condominium Corporation or both the Mortgagor and the Condominium Corporation will forthwith assign, transfer and deliver unto the Mortgagee the policy or policies of insurance and receipts thereof appertaining; and if the Mortgagor or the Condominium Corporation or both the Mortgagor and the Condominium Corporation shall neglect to keep the said building or buildings or any of them insured as aforesaid, or to deliver such policy or policies, and receipts or to produce to the Mortgagee at least fifteen days before the termination of any insurance, evidence of renewal thereof, the Mortgagee shall be entitled but shall not be obligated to insure the said building or buildings or any of them; and the Mortgagor or the Condominium Corporation or both the Mortgagor and the Condominium Corporation shall forthwith on the happening of any loss or damage comply fully with the terms of the policy or policies of insurance and, without limiting the generality of clause 22(c) herein, shall comply with the insurance provisions of the Declaration; and the Mortgagor, as a member of the Condominium Corporation shall seek the full compliance by the Condominium Corporation of the aforementioned covenants, and the Mortgagor does hereby release to the Mortgagee all the Mortgagor's claims upon the mortgaged premises, subject to the terms of the said insurance policy or policies, Declaration and provisos. The term "Declaration" means the Declaration registered under The Condominium Act of Manitoba relating to the Condominium Corporation of which the Mortgagor is a member by virtue of the Mortgagor's ownership of the unit being charged by the mortgage. The term "Condominium Corporation" means the condominium corporation of which the Mortgagor is a member by virtue of the Mortgagor's ownership of the said lands;

- (b) The Mortgagor covenants and agrees with the Mortgagee that in the event of default in the payment of any mortgage money payable hereunder by the Mortgagor, or on breach of any covenant, proviso or agreement herein contained, after all or any part of the money hereby secured has been advanced, the Mortgagee may at such time or times as the Mortgagee may deem necessary and without the concurrence of any person, enter upon the mortgaged premises and may make such arrangements for completing the construction of, repairing or putting in order the mortgaged premises, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the mortgaged premises as the Mortgagee may deem expedient; and all reasonable costs, charges and expenses, including allowances for the time and service of any employee of the Mortgagee or other person appointed for the above purposes, shall be forthwith payable to the Mortgagee and shall be a charge upon the mortgaged premises and shall bear interest at the mortgage rate until paid. The Mortgagor further covenants and agrees that notwithstanding anything herein contained all rights of the Mortgagee as set out in this clause shall apply to all payments due by the Mortgagor arising under or pursuant to clauses 22(c), (d) and (e) hereof, which said payments are to have the same effect as if such payments were in priority over the mortgage;
- (c) The Mortgagor covenants and agrees with the Mortgagee that the Mortgagor will observe and perform each and every one of the covenants and provisions required to be observed and performed under and pursuant to the terms of the mortgage. The Condominium Act and the amendments thereof, the Declaration and the bylaws of the Condominium Corporation and respective amendments thereof;
- (d) Without limiting the generality of clause 22(c), the Mortgagor covenants to pay promptly when due any contributions levied by the Condominium Corporation;
- (e) Provided that where the Mortgagor defaults in the Mortgagor's obligation to contribute toward the common expenses as assessed by the Condominium Corporation regardless of whether or not the Condominium Corporation registers a Notice of Lien, the Mortgagee, at its option and without notice to the Mortgagor may deem such default to be default under the terms of the mortgage and proceed to exercise the Mortgagee's rights herein;
- (f) The Mortgagor hereby assigns to the Mortgagee all the Mortgagor's rights to vote at all meetings and the exercise of all powers of the Condominium Corporation;
- (g) The Mortgagor and Mortgagee hereby acknowledge that nothing herein contained including the exercise by the Mortgagee of the said right to vote shall render the Mortgagee a mortgagee in possession;
- (h) The Mortgagor and Mortgagee further acknowledge that the right to vote assigned herein to the Mortgagee does not entail any representation, express or implied, that the Mortgagee shall be in any way responsible to protect the Mortgagor's interest and the Mortgagee shall not be responsible for any exercise of the right to vote or any failure to exercise the right to vote;
- (i) The mortgage is made in pursuance of The Condominium Act of Manitoba.

23. LEASEHOLD TITLE

If the said lands consist of a leasehold title, then the following provisions shall apply:

- (a) the Mortgagor covenants and agrees with the Mortgagee that the Mortgagor has a good leasehold title to the said lands, that the lease is a good, valid and effective lease, that the Mortgagor has the right to mortgage the said leasehold title to the Mortgagee, that the Mortgagor has done no act to encumber the mortgaged premises, that the Mortgagor will execute such further assurances of the mortgaged premises as may be required from time to time by the Mortgagee and that on default the Mortgagee shall have quiet possession of the mortgaged premises free from all encumbrances;
- (b) during the continuance of the mortgage, the Mortgagor shall pay the rent reserved by and perform and observe the covenants contained in the lease and on the lessee's part to be performed and observed and to keep indemnified the Mortgagee against all actions, claims and demands whatsoever in respect of the said rent and covenants or anything relating thereto;
- (c) the Mortgagor hereby covenants with the Mortgagee during the continuance of the mortgage to pay the rent reserved by and perform and observe the covenants contained in the lease and on the lessee's part to be performed and observed and to keep indemnified the Mortgagee against all actions, claims and demands whatsoever in respect of the said rent and covenants or anything relating thereto. In the event of any default being made in any payment of such rent or in the observance or performance of any covenant, the Mortgagee shall be at liberty to pay such rent or to observe or perform such covenant as the case may be and all money expended by the Mortgagee in so doing shall be payable forthwith by the Mortgagor to the Mortgagee and until paid shall be added to and become part of the principal hereby secured and shall be a charge on the mortgaged premises in favour of the Mortgagee with interest thereon at the mortgage rate;
- (d) the Mortgagor covenants and agrees that if the Mortgagor becomes the owner of the freehold of the said lands (the "freehold lands") the mortgage shall be deemed a mortgage of the freehold lands to the same extent and effect as if the Mortgagor had been the owner of the freehold lands, free from encumbrances, at the date of execution hereof, and for the purpose of giving effect to the foregoing the Mortgagor does hereby grant and mortgage the freehold lands unto the Mortgagee, such grant to take effect upon the Mortgagor's acquiring the freehold lands. The Mortgagor covenants and agrees to execute and deliver at the Mortgagor's own expense, forthwith on demand therefor, such further and other documents as the Mortgagee may reasonably require for the purpose of validly giving effect to the foregoing.

24. RECEIVERSHIP

Notwithstanding anything herein contained, it is declared and agreed that any time and from time to time when there shall be default under the provisions of the mortgage the Mortgagee may at such time and from time to time and with or without entry into possession of the mortgaged premises or any part thereof, by instrument in writing appoint any person, whether an officer or officers or an employee of the Mortgagee or not, to be a Receiver (which term as used herein includes a Receiver-Manager and also includes the plural as well as the singular) of the mortgaged premises or any part thereof and of the rents and profits thereof and with or without security and may from time to time by similar writing remove any Receiver and appoint another in the Receiver's stead and that in making any such appointment or removal the Mortgagee shall be deemed to be acting as the agent or attorney of the Mortgagor but no such appointment shall be revocable by the Mortgagor. The Mortgagor undertakes to ratify and confirm whatever such Receiver may do concerning the mortgaged premises. The remuneration and expenses of the Receiver shall be paid by the Mortgagor on demand and shall be a charge on the mortgaged premises and shall bear interest from the date of demand at the mortgage rate.

Upon the appointment of any such Receiver from time to time the following provisions shall apply:

- (a) Every such Receiver shall have unlimited access to the mortgaged premises as agent and attorney for the Mortgagor (which right of access shall not be revocable by the Mortgagor) and shall have full power and unlimited authority to:
 - (i) collect the rents and profits from tenancies whether created before or after the mortgage;
 - (ii) rent any portion of the mortgaged premises which may become vacant on such terms and conditions as the Receiver considers advisable and enter into and execute leases, accept surrenders and terminate leases;
 - (iii) complete the construction of any building or buildings or other erections or improvements on the mortgaged premises left by the Mortgagor in an unfinished state or award the same to others to complete; and purchase, repair and maintain any personal property including, without limitation, appliances and equipment necessary or desirable to render the mortgaged premises operable or rentable and take possession of and use or permit others to use all or any part of the Mortgagor's materials, supplies, plans, tools, equipment (including appliances) and property of every kind and description; and
 - (iv) manage, operate, repair, alter or extend the mortgaged premises or any part thereof.
- (b) The Mortgagee may at its discretion vest the Receiver with any or all of the rights and powers of the Mortgagee;
- (c) The Mortgagee may fix the reasonable remuneration of the Receiver who shall be entitled to deduct the same out of the revenue of the sale proceeds of the mortgaged premises;
- (d) Every such Receiver shall be deemed the agent or attorney of the Mortgagor and, in any event, the Mortgagee and its agents shall not be responsible for the Receiver's acts or omissions;
- (e) The appointment of any such Receiver by the Mortgagee shall not result in or create any liability or obligation on the part of the Mortgagee to the Receiver or to the Mortgagor or to any other person and no appointment or removal of a Receiver and no actions of a Receiver shall constitute the Mortgagee a mortgagee in possession of the mortgaged premises;
- (f) No such Receiver shall be liable to the Mortgagor to account for money other than money actually received by the Receiver in respect of the mortgaged premises or any part thereof and out of such money so received every such Receiver shall pay in the following order:
 - (i) the Receiver's remuneration aforesaid;
 - (ii) all costs and expenses of every nature and kind incurred by the Receiver in connection with the exercise of the Receiver's powers and authority hereby conferred;
 - (iii) interest, principal and other money which may, from time to time, be or become charged upon the mortgaged premises in priority to the mortgage, including taxes;
 - (iv) all interest, principal and other money due to the Mortgagee hereunder to be paid in such order, as the Mortgagee in its discretion shall determine;
 - (v) thereafter, every such Receiver shall be accountable to the Mortgagor for any surplus.
- (g) Save as to claims for accounting under clause 24(f), the Mortgagor hereby releases and discharges any such Receiver from every claim of every nature which may arise or be caused to the Mortgagor or any person claiming through or under the Receiver by reason or as a result of anything done by such Receiver unless such claim be the direct and proximate result of dishonesty or fraud;
- (h) The Mortgagee may, at any time and from time to time, terminate any such Receivership by notice in writing to the Mortgagor and to any such Receiver;
- (i) The statutory declaration of an officer of the Mortgagee as to default under the provisions of the mortgage and as to the due appointment of the Receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with a Receiver who is ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards such person, to be valid and effectual;
- (j) The rights and powers conferred herein in respect of the Receiver are supplemental to and not in substitution of any other rights and powers which the Mortgagee may have.

25. COVENANTOR

If the mortgage has been executed by a covenantor, then the following provision shall apply:

In consideration of the advance of money by the Mortgagee to the Mortgagor pursuant to the mortgage, so long as any money is outstanding under the mortgage and during any renewal, extension, assignment or assumption thereof and notwithstanding any sale, conveyance, transfer or other similar or dissimilar disposition of the mortgaged premises, whether with the consent of the mortgagee or otherwise the Covenantor, for himself, his heirs, executors, administrators, successors and assigns, hereby covenants and agrees with the Mortgagee that the Mortgagor will duly perform and carry out the covenants and stipulations contained in the mortgage and will duly pay the mortgage money hereby secured on the days and times herein mentioned and, if any money payable pursuant to the mortgage shall be in default, the Covenantor further covenants and agrees to pay the same to the Mortgagee forthwith. The Covenantor agrees that the Covenantor's liability under this guarantee and covenant shall not be in any way prejudiced, affected, impaired, modified, released or discharged by reason of any settlement, workout, variation, proposal, extension of time or other similar or dissimilar indulgence whatsoever granted to the Mortgagor or the Mortgagor's heirs, executors, administrators, successors or assigns or to any other person or persons liable to pay the mortgage money or by the Mortgagee taking any further security for the payment of the mortgage money due or to become due to the Mortgagee or releasing such other security. In the event that there is more than one Covenantor, all covenants of the Covenantor contained herein shall be deemed to be joint and several. Any settlement or release, by the Mortgagee, of one Covenantor shall not modify, settle, affect or release the liability of any other Covenantor hereunder.

26. RENEWAL

In the event that the Mortgagee shall agree to renew or extend the term of the mortgage, such renewal or extension, including the rate of interest, term, instalment and other stipulations of such renewal or extension, shall be binding upon the Mortgagor, its successors in title and assigns, and all subsequent mortgages, encumbrances and other interests in or of the mortgaged premises subsequent to this mortgage ("Subsequent Encumbrances"), and shall take full priority over all Subsequent Encumbrances, whether or not the said renewal or extension is filed or recorded by caveat at the applicable Land Titles Office and whether or not the rate of interest payable or amortization period applicable during the renewal or extension term is greater than or less than the rate or amortization stipulated in the mortgage. The Mortgagor shall, forthwith on request by the Mortgagee, provide to the Mortgagee, at the Mortgagor's expense, all such postponements and other assurances as the Mortgagee may require to ensure the foregoing binding effect and priority.

27. COMPLIANCE WITH LAW

The Mortgagor covenants and agrees promptly to observe, perform, execute and comply with all laws, rules, requirements, orders, directions, ordinances and regulations of every governmental authority and agency concerning the mortgaged premises and will, at the Mortgagor's own expense, make any and all improvements thereon or alterations thereto, structural or otherwise which may be required at any time by any such present or future law, rule, requirement, order, direction, ordinance or regulation. The Mortgagee whenever it deems necessary, may by its surveyor or agent enter upon and inspect the mortgaged premises and make such improvements and alterations as the Mortgagee deems necessary to render the mortgaged premises in compliance with such laws, rules, requirements, orders, directions, ordinances or regulations and the reasonable cost of such inspections, improvements and alterations with interest at the mortgage rate shall be payable forthwith and be a charge upon the mortgaged premises.

28. INTERPRETATION

- (a) Wherever the singular number or the masculine gender is used in the mortgage the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires; and in any case where the mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several; and the heirs, executors, administrators, successors and assigns of any party executing the mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained.
- (b) Wherever the term "mortgaged premises" is used in the mortgage, the same shall be construed as meaning the said lands together with all buildings and improvements referred to in clauses 6, 9, 10 and 22 of these Standard Charge Terms.
- (c) Wherever the term "mortgage money" is used in the mortgage, the same shall be construed as meaning all money payable by the Mortgagor to the Mortgagee pursuant to the mortgage.

29. ADDITIONAL COVENANTS

The covenants, agreements, stipulations and provisos herein stated shall be in addition to those granted or implied by statute.

30. CLAUSE TITLES

The clause titles herein are inserted for convenience of reference only and are deemed not to form part of the mortgage and are not to be considered in the construction or interpretation of the mortgage or any part thereof.

31. STATUTES

This mortgage is made in pursuance of The Real Property Act of Manitoba and in pursuance of the National Housing Act.

32. TRUE COPY

The Mortgagor acknowledges receipt of a true copy of the mortgage together with a copy of these Standard Charge Terms.

**This is Exhibit “D” referred to in the
Affidavit of BRIAN JAHOOOR
annexed hereto sworn before me by videoconference
on the _____ day of _____, 2023, at which time I watched
the deponent swear this document and sign it.**

**On this _____ day of _____, 2023, having received
this original executed document, I signed it.**

**A Barrister-At-Law in and for
the Province of Manitoba**

GENERAL SECURITY AGREEMENT

THIS AGREEMENT made as of the 30 day of AUGUST, 2021 (the "Agreement")

GRANTED BY:

BOKHARI DEVELOPMENT INC.
(hereinafter, the "Debtor")

IN FAVOUR OF:

PEOPLES TRUST COMPANY
(hereinafter, the "Secured Party")

WITNESSES THAT:

WHEREAS the Secured Party has agreed to make a loan (the "Loan") to the Debtor pursuant to a commitment letter dated June 29, 2021 (as may be amended from time to time) (the "Commitment Letter") and secured by a first mortgage and charge (the "Mortgage") of certain lands and premises known as municipally known as 1801 – 1825 Park Drive, Portage la Prairie, Manitoba and legally described as LOTS 1 AND 2 BLOCK 1 PLAN 1810 PLTO EXC ALL MINES AND MINERALS VESTED IN THE CROWN (MANITOBA) BY THE REAL PROPERTY ACT IN RL 56 AND 57 PARISH OF PORTAGE LA PRAIRIE (the "Property");

AND WHEREAS the Debtor has agreed to grant to the Secured Party a security interest in and an assignment, mortgage and charge of the Collateral (as defined in Section 2.01) to secure all indebtedness of the Debtor in relation to the Loan to the Secured Party (the "Indebtedness");

NOW THEREFORE in consideration of the Secured Party making the Loan to the Debtor and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Debtor agrees as follows.

ARTICLE 1 INTERPRETATION

1.01 **Interpretation and Construction.** In this Agreement, unless something in the subject matter or context is inconsistent therewith, "PPSA" means *The Personal Property Security Act* (Manitoba) as now enacted, or as the same may from time to time be amended, re-enacted or replaced, and the terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instrument(s)", "intangible(s)", "inventory", "money", "proceeds" and "security(s)" whenever used herein have the meanings given to those terms in the PPSA.

ARTICLE 2 GRANT OF SECURITY INTEREST

2.01 **Security Interest.** As general and continuing security for the payment and performance of the Indebtedness by the Debtor to the Secured Party, the Debtor hereby grants to the Secured Party a security interest in all the present and future undertaking and property, both real and personal, of the Debtor, or any party comprising the Debtor, comprising, located at, arising from, or in any way relating to the Property (collectively, the "Collateral"), and as further general and continuing security for the payment and performance of the Indebtedness, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral as and by way of a fixed and specific mortgage and charge to the Secured Party. Without limiting the generality of the foregoing, the Collateral will include all right, title and interest that the Debtor, or any party comprising the Debtor, now has or may hereafter have, in all property of the following kinds comprising, located at, arising from or otherwise relating to the Property:

- (a) **Accounts Receivable:** all debts, accounts, claims and choses in action for monetary amounts which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the "Receivables");
- (b) **Equipment:** all machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property which are not inventory (collectively, the "Equipment");

- (c) **Money:** all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;
- (d) **Books, Records etc.:** all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.01 and all contracts, securities, instruments and other rights and benefits in respect thereof;
- (e) **Agreements:** all material agreements relating to the Property or the management or operation thereof and all rights and benefits in respect thereof;
- (f) **Licenses:** all permits, consents, licenses, authorizations and other approvals granted by any governmental authority or public utility in respect of the Property (a "License") and all rights and benefits in respect thereof;
- (g) **Substitutions:** all replacements of, substitutions for and increases, additions and accessions to any of the property described in this Section 2.01; and
- (h) **Proceeds:** all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

Provided that the said security interest, assignment, mortgage and charge will not (i) extend or apply to the last day of the term of any lease or any agreement therefor now held or hereafter acquired by the Debtor, but should the Secured Party enforce the said security interest, assignment, mortgage or charge, the Debtor will thereafter stand possessed of such last day and shall hold it in trust to assign the same to any person acquiring such term in the course of the enforcement of the said assignment and mortgage and charge, or (ii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound. Without limiting the foregoing, the Collateral shall include, and the security interest granted hereby shall attach to, all present and future right, title, estate and interest of any beneficial owner of the Property in the Collateral.

2.02 **Attachment of Security Interest.** The Debtor acknowledges that value has been given and agrees that the security interest granted hereby will attach when the Debtor signs this Agreement and the Debtor has any rights in the Collateral. There is no agreement between the parties hereto, express or implied, to postpone the attachment of the assignment and security interest granted hereby.

2.03 **No Need for Consent.** The Debtor represents to the Secured Party that none of the Collateral in existence on the date hereof (i) is incapable of being assigned or otherwise secured in favour of the Secured Party in accordance with the provisions of this Agreement, (ii) is incapable of further assignment by the Secured Party after default under the Loan or otherwise, or (iii) requires the consent of any third party to the security interest, assignment, mortgage and charge granted hereby, except for any consent that has already been obtained.

ARTICLE 3 **COVENANTS OF THE DEBTOR**

3.01 **Covenants.** Without limiting other covenants, obligations and liabilities of the Debtor under the Mortgage and ancillary documents, the Debtor covenants with the Secured Party that the Debtor shall:

- (a) defend the Collateral against all actions, proceedings and claims made by all persons at any time;
- (b) not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession, other than to the Property;
- (c) pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same become due and payable, and deliver to the Secured Party, when required, the receipts and vouchers establishing such payment;
- (d) observe and perform all the obligations imposed upon the Debtor by the Collateral (including performance of its obligations under any material agreement, permit or license);
- (e) maintain the Collateral in good standing and not do or permit to be done anything that would impair the validity or enforceability thereof, and promptly deliver to the Secured

Party notice of any default by the Debtor pursuant to any of the Collateral upon becoming aware of the occurrence of such default;

- (f) not amend, modify or terminate any material agreement or License without the prior written consent of the Secured Party;
- (g) obtain and maintain, at its own expense, insurance against loss or damage to the Collateral as required by the Mortgage;
- (h) except as otherwise permitted by the Mortgage, not transfer all or any part of the Collateral or create, incur or permit to exist (by operation of law or otherwise) any lien on the Collateral or any part thereof (except for the mortgage security and any liens expressly permitted by the Mortgage);
- (i) not change its name or the location of its chief executive office or the location of the office where it keeps its records respecting the Receivables without prior written notice to the Secured Party;
- (j) not move any of the Collateral from the Property, except for any Equipment which has served its useful life and which the Debtor is replacing with a similar item of equal or greater value;
- (k) pay to the Secured Party forthwith upon demand all costs incurred by or on behalf of the Secured Party in connection with preparing, executing and delivering this Agreement, protecting and preserving the security interest, assignment and mortgage and charge granted hereby and enforcing by legal process or otherwise any of its rights and remedies provided herein, (all such costs will be added to and form part of the Indebtedness and shall be secured by the Mortgage); and
- (l) from time to time at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the security interest, assignment and mortgage and charge granted hereby, and the Debtor hereby irrevocably constitutes and appoints the Secured Party as the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party may consider it to be necessary or expedient.

ARTICLE 4 **DEALING WITH COLLATERAL**

4.01 **No Liability for Loss.** The Secured Party may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder. In the holding or dealing with any of the Collateral or in the exercise of any right or remedy granted herein, the Secured Party and any nominee on its behalf shall have no liability for, and the Debtor hereby agrees to indemnify and save harmless the Secured Party from and against, any loss, damage, liability, cost or expense of any nature or kind incurred by the Debtor or any other person excluding only any loss or damage arising directly from the Secured Party's gross negligence or wilful misconduct.

4.02 **Notification of Account Debtor.** Prior to a default, the Secured Party may give notice of this Agreement and the security granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and, after a default under the Mortgage occurs, may give notice to any such account debtors or other persons to make all further payments to the Secured Party. Whether or not any such notice is given by the Secured Party, the Collateral and all payments or other proceeds thereof received by the Debtor from account debtors or from any other persons liable to the Debtor (whether before or after any notice is given by the Secured Party) shall be and remain subject to the security granted hereby and shall be held by the Debtor in trust for the Secured Party and paid over to the Secured Party on request. Nothing herein shall release, discharge, postpone, reassign, amend or otherwise affect the security of the Secured Party in and to the Collateral and the immediate attachment thereof.

4.03 **Application of Funds.** All money collected or received by the Secured Party in respect of the Collateral may be applied on account of such parts of the Indebtedness as the Secured Party in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Secured Party may be released to the Debtor, all without prejudice to the Secured Party's rights against the Debtor.

ARTICLE 5
REMEDIES

5.01 **Remedies.** Upon and after default under the Mortgage, (i) all monies owing under the Mortgage will, at the option of the Secured Party, become immediately due and payable or be subject to immediate performance, as the case may be, (ii) any or all security granted hereby will, at the option of the Secured Party, become immediately enforceable, and (iii) in addition to any other right or remedy, which the Secured Party may have at law or under the Mortgage or any other security document, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both:

- (a) the Secured Party may appoint, by written instrument, a receiver or receiver and manager (each herein referred to as the "Receiver") of the Collateral (which term when used in this Section will include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section will include any Receiver so appointed and the agents, officers and employees of such Receiver; the Secured Party will not be in any way responsible for any misconduct or negligence of any such Receiver;
- (b) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;
- (c) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (d) the Secured Party may enforce any right of the Debtor in respect of the Collateral in any manner permitted by law;
- (e) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law;
- (f) the Secured Party may accept the Collateral in satisfaction of the Indebtedness upon written notice to the Debtor of its intention to do so in the manner required by law;
- (g) the Secured Party may, for any purpose specified herein, borrow money on the security of the Collateral in priority to the security interest, assignment and mortgage and charge granted by this Agreement;
- (h) the Secured Party may enter upon, occupy and use all or any of the Property and use all or any of the Equipment and other personal property of the Debtor for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party will not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions except for any damages incurred by the Debtor arising from the Secured Party's gross negligence or wilful misconduct;
- (i) the Secured Party may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at the interest rate payable under the Mortgage will be added to and form part of the Indebtedness and shall be secured by the Mortgage;
- (j) the Secured Party may discharge, settle any lien or any action, proceeding or other claim that may exist or be threatened against the Collateral, and in every such case the reasonable amounts so paid together with reasonable costs, charges and expenses incurred in connection therewith will be added to the Indebtedness and will be secured by the Mortgage; and
- (k) if the Property requires any License to operate the Debtor's business thereon, the Secured Party may use, surrender or arrange the revocation, transfer, assignment or reissuance of

any such License or Licenses, as permitted by law, to such person or persons as the Secured Party may designate.

The Secured Party may grant extensions of time, take and perfect or abstain from taking and perfecting security, give up securities, accept compositions or compromises, grant releases and discharges, and release any part of the Collateral or otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights hereunder. The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral. The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party may apply any balance of such proceeds to payment of the Indebtedness in such order as the Secured Party may determine in its sole discretion.

ARTICLE 6

GENERAL

6.01 **Entire Agreement.** There are no understandings and agreements between the parties concerning the subject matter of this Agreement, except as set forth in this Agreement and the other documents related to the Loan. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Secured Party and the Debtor concerning the subject matter hereof except as expressly set forth in this Agreement or in the other documents related to the Loan.

6.02 **Amendments and Waivers.** No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay or failure by the Secured Party in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

6.03 **Power of Attorney.** The Debtor hereby irrevocably constitutes and appoints any officer for the time being of the Secured Party or of any assignee of the Secured Party the true and lawful attorney of the Debtor, with full power of substitution, upon the occurrence of a default in respect of the Loan and/or Mortgage that is continuing, to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever the officer may deem reasonably necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement.

6.04 **Additional Continuing Security and Discharge.** This Agreement and the security granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged. A discharge of the Mortgage shall operate automatically as a discharge of this Agreement without need for further documentation.

6.05 **Further Assurances.** The Debtor shall at its reasonable expense from time to time do, execute and deliver, or cause to be done, executed and delivered, all such financing statements, further assignments, documents, acts, matters and things as may be reasonably requested by the Secured Party for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and covenants herein contained.

6.06 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

6.07 **Successors and Assigns.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. The rights of the Secured Party under this Agreement may be assigned by the Secured Party in conjunction with an assignment of the Mortgage without prior notice to or consent of the Debtor. The Debtor may not assign its obligations under this Agreement.

6.08 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province in which the Property is situate and the laws of Canada applicable therein.

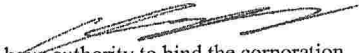
6.09 **Executed Copy.** The Debtor acknowledges receipt of a fully executed copy of this Agreement.

6.10 **Waiver of Right to Receive Copy of Registration.** To the extent permitted by law, the Debtor waives any right to receive a copy of any financing statement, financing change statement or other registration in connection with this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AUGUST 30, 2021
Date of Execution

BOKHARI DEVELOPMENT INC.
Per: 
Name: DARCY SHAVER
Title:


I have authority to bind the corporation

Address of Debtor:

202 -900 Harrow Street East
Winnipeg, Manitoba R3M 3Y7

Location of Chief Executive Office:

202 -900 Harrow Street East
Winnipeg, Manitoba R3M 3Y7

Location of Business Records:

202 -900 Harrow Street East
Winnipeg, Manitoba R3M 3Y7

**This is Exhibit "E" referred to in the
Affidavit of BRIAN JAHOOR
annexed hereto sworn before me by videoconference
on the _____ day of _____, 2023, at which time I watched
the deponent swear this document and sign it.**

**On this _____ day of _____, 2023, having received
this original executed document, I signed it.**

**A Barrister-At-Law in and for
the Province of Manitoba**

GENERAL ASSIGNMENT OF RENTS AND LEASES

THIS AGREEMENT made as of the 30 day of AUGUST, 2021.

GRANTED BY:

BOKHARI DEVELOPMENT INC.
hereinafter called the "Assignor"

IN FAVOUR OF:

PEOPLES TRUST COMPANY
hereinafter called the "Mortgagee"

WITNESSES THAT WHEREAS the Assignor is the owner of the Lands subject to the Mortgage and has agreed to enter into this agreement with the Mortgagee as collateral security for the due payment of the Mortgage;

NOW THEREFORE it is hereby covenanted, agreed and declared as follows.

1. In this agreement, unless there is something in the subject matter or context inconsistent therewith,

- (a) "Lands" means the lands and premises municipally described as 1801 – 1825 Park Drive, Portage la Prairie, Manitoba, and legally described as:

LOTS 1 AND 2 BLOCK 1 PLAN 1810 PLTO
EXC ALL MINES AND MINERALS VESTED IN THE
CROWN (MANITOBA) BY THE REAL PROPERTY ACT
IN RL 56 AND 57 PARISH OF PORTAGE LA PRAIRIE

- (b) "Leases" includes

- (i) every existing and future lease and agreement to lease in respect of the whole or any portion of the Lands;
- (ii) every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;
- (iii) every existing and future guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands; and
- (iv) every existing and future assignment of, and agreement to assume, the obligations of tenants of the whole or any portion of the Lands;

- (c) "Mortgage" means a mortgage and charge of the Lands from the Assignor to the Mortgagee securing the principal sum of \$32,815,800.00 and interest thereon;

- (d) "Rents" means all revenues, receipts, income, credits, deposits, rents, additional rents, tenant recoveries and other receivables of any nature and kind whatsoever arising from, payable under or related to the Leases, whether past due, now due or hereafter to become due and the benefit of all covenants of tenants, users, occupiers, licensees and guarantors under or in respect of the Leases.

2. The Assignor hereby assigns to the Mortgagee and grants a security interest to the Mortgagee in (as security for the principal, interest, and other amounts secured by the Mortgage and until the monies due under and by virtue of the Mortgage have been fully paid and satisfied): (i) the Leases and all benefits and advantages to be derived therefrom with full power and authority to use the name of the Assignor or the owner from time to time of the Lands or the name of the Mortgagee, as the Mortgagee may elect in its sole discretion, for enforcing the covenants and agreements on the parts of the tenants contained therein; and (ii) the Rents, with full power and authority to demand, collect, sue for, recover,

receive and give receipts for the Rents and to enforce payment thereof in the name of the Assignor or the owner from time to time of the Lands or in the name of the Mortgagee, as the Mortgagee may elect in its sole discretion.

3. The Assignor hereby represents, warrants, covenants and agrees that:

- (a) complete and true copies of all of the presently existing non-residential Leases have been delivered to the Mortgagee;
- (b) the Assignor will not without the prior written consent of the Mortgagee perform, or omit to perform, any act having the effect of terminating, cancelling or accepting surrender of any of the non-residential Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or any obligations of any other party thereunder or in connection therewith;
- (c) none of the non-residential Leases or the Assignor's rights thereunder, including the right to receive the Rents, will be altered, varied or amended;
- (d) none of the Rents have been or will be paid more than one month in advance (except, if so provided in the lease or agreement, for payment of rent for the last month of the term) nor have they been discounted, released, waived, compromised or otherwise discharged;
- (e) there has been no default of a material nature which has not been remedied under any of the Leases by any of the parties thereto;
- (f) there is no outstanding dispute under any of the Leases by any party thereto; and
- (g) the Assignor will observe and perform all of the Assignor's obligations under each of the Leases.

4. Subject to the provisions of paragraph 3(d) above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless and until the Mortgagee shall give notice to the tenant, user, occupier, licensee or guarantor thereunder requiring payment to the Mortgagee.

5. Nothing contained herein or in any statute shall have the effect of making the Mortgagee, its successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed or performed by the Assignor, and the Mortgagee shall not, by virtue of this agreement or its receipt of the Rents or any of them, become or be deemed a mortgagee in possession of the Lands and the Mortgagee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Mortgagee shall be liable to account only for such monies as shall actually come into its hands, less all costs and expenses and other proper deductions.

6. The Assignor hereby agrees to execute such further assurances as may be reasonably required by the Mortgagee from time to time to perfect this agreement. The Assignor will from time to time at the reasonable request of the Mortgagee furnish to the Mortgagee a copy of the current rent roll of the building on the Lands showing the basic terms of all Leases and, if requested by the Mortgagee, give the Mortgagee a specific assignment of the Rents thereunder in form satisfactory to the Mortgagee.

7. The Assignor further agrees that the Assignor will not lease or agree to lease any part of the Lands except at a rent, on terms and conditions, and to tenants, which are not less favourable or desirable than those which a prudent landlord would expect in respect of the premises to be leased.

8. The Assignor hereby agrees to indemnify at all times and from time to time and save the Mortgagee harmless from any and all demands, claims, damages, actions, proceedings, lawsuits, costs, expenses, or payments incurred which the Mortgagee may sustain or incur by reason of the Assignor's failure to charge legal rents or by reason of successful rebate claims by any tenant under any Lease or by any former tenant. The Assignor also agrees that all Rents charged will be lawful rents pursuant to any applicable legislation from time to time and further agrees that the Assignor will file all items required to be filed by such legislation in a timely, accurate and complete way.

9. It is understood and agreed that this agreement is being taken as collateral security only for the due payment of any sum due under the Mortgage; and that none of the rights or remedies of the Mortgagee under the Mortgage shall be delayed or in any way prejudiced by these presents; and that

following registration of a discharge of the Mortgage this agreement shall be of no further force or effect, and such discharge shall act as a release and reassignment of the assignments herein.

10. This agreement will be governed by and construed in accordance with the laws of the Province in which the Lands are situate and the laws of Canada applicable therein.

11. To the extent permitted by law, the Assignor waives any right to receive a copy of any financing statement, financing change statement or other registration in connection with this agreement.

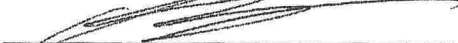
12. Whenever the singular number or the masculine gender is used in this agreement the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires and vice versa; and in any case where the agreement is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several; and the heirs, executors, administrators, successors and assigns of any party executing the agreement are jointly and severally bound by the covenants, agreements, stipulations and provisoes herein contained. The covenants, agreements, stipulations and provisoes herein stated shall be in addition to those granted or implied by statute.

13. This agreement and everything herein contained shall extend to, bind and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the Assignor and the Mortgagee.

14. The Assignor acknowledges receipt of a fully executed copy of this agreement.

IN WITNESS WHEREOF the Assignor has executed this agreement as of the date first written above.

BOKHARI DEVELOPMENT INC.

Per: 

Name: DARCY SHAVER
Title: SECRETARY

I have authority to bind the corporation


DARCY SHAVER, SECRETARY

**This is Exhibit "F" referred to in the
Affidavit of BRIAN JAHOOOR
annexed hereto sworn before me by videoconference
on the _____ day of _____, 2023, at which time I watched
the deponent swear this document and sign it.**

**On this _____ day of _____, 2023, having received
this original executed document, I signed it.**

**A Barrister-At-Law in and for
the Province of Manitoba**

STATUS OF TITLE

Title Number **3015541/3**
Title Status **Accepted**
Client File **0203716**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

BOKHARI DEVELOPMENT INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

LOTS 1 AND 2 BLOCK 1 PLAN 1810 PLTO
EXC ALL MINES AND MINERALS VESTED IN THE
CROWN (MANITOBA) BY THE REAL PROPERTY ACT
IN RL 56 AND 57 PARISH OF PORTAGE LA PRAIRIE

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**
Registration Number: **33684/3**
Instrument Status: **Accepted**

Registration Date: 1966-07-21
From/By: THE MANITOBA TELEPHONE SYSTEM
To:

Amount:
Notes: LOT 1
Description: No description

Instrument Type: **Caveat**
Registration Number: **38556/3**
Instrument Status: **Accepted**

Registration Date: 1978-07-10
From/By: MANITOBA HYDRO ETAL
To:

Amount:
Notes: No notes
Description: No description

Instrument Type: **Caveat**
Registration Number: **39479/3**
Instrument Status: **Accepted**

Registration Date: 1979-11-01
From/By: MANITOBA TELEPHONE SYSTEM
To:

Amount:
Notes: No notes
Description: No description

Instrument Type: **Easement**
Registration Number: **1164848/3**
Instrument Status: **Accepted**

Registration Date: 2013-11-26
From/By: MTS INC.
To:

Amount:
Notes: SLY 5.0 METRES PERP
Description: STATUTORY EASEMENT

Instrument Type: **Caveat**
Registration Number: **1202806/3**
Instrument Status: **Accepted**

Registration Date: 2019-07-10
From/By: THE CITY OF PORTAGE LA PRAIRIE
To:

Amount:
Notes: No notes
Description: Dev. Agreement pursuant to sec. 150 of The Planning Act

Instrument Type: **Mortgage**
Registration Number: **1217450/3**
Instrument Status: **Accepted**

Registration Date: 2021-09-14
From/By: BOKHARI DEVELOPMENT INC.
To: PEOPLES TRUST COMPANY

Amount: \$32,815,800.00
Notes: No notes
Description: No description

Instrument Type: **Caveat**
Registration Number: **1217451/3**
Instrument Status: **Accepted**

Registration Date: 2021-09-14
From/By: PEOPLES TRUST COMPANY
To: Jennifer M. McKinnon as agent

Amount:
Notes: No notes
Description: Assignment of Rents and Leases

Instrument Type: **Personal Property Security Notice**
Registration Number: **1217452/3**
Instrument Status: **Accepted**

Registration Date: 2021-09-14
From/By: Peoples Trust Company
To: Jennifer M. McKinnon as agent

Amount:
Notes: No notes
Description: No expiry (Fixtures & Payments under a lease)

Instrument Type: **Builders Lien**
Registration Number: **1229156/3**
Instrument Status: **Accepted**

Registration Date: 2023-07-07
From/By: 6332189 Manitoba Ltd.
Against: BOKHARI DEVELOPMENT INC.

Amount: \$2,573,550.00
Notes: No notes
Description: No description

Instrument Type: **Builders Lien**
Registration Number: **1229581/3**
Instrument Status: **Accepted**

Registration Date: 2023-07-27
From/By: Golden Heating and Cooling Ltd.
Against: Bokhari Development Inc.

Amount: \$223,898.00
Notes: No notes
Description: No description

Instrument Type: **Builders Lien**
Registration Number: **1229706/3**
Instrument Status: **Accepted**

Registration Date: 2023-08-02
From/By: Raycan Exteriors Inc.
Against: Bokhari Development Inc.

Amount: \$116,340.00
Notes: No notes
Description: No description

3. ADDRESSES FOR SERVICE

BOKHARI DEVELOPMENT INC.
28 - 1 Snow Street
Winnipeg MB
R3T 2M4

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT
Portage
6. DUPLICATE TITLE INFORMATION
Duplicate not produced
7. FROM TITLE NUMBERS
2687723/3 All
8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS
No real property application or grant information
9. ORIGINATING INSTRUMENTS
Instrument Type: Transfer Of Land
Registration Number: 1202805/3
Registration Date: 2019-07-10
From/By: THE CITY OF PORTAGE LA PRAIRIE
To: BOKHARI DEVELOPMENT INC.
Consideration: \$259,700.00
10. LAND INDEX
Lot 1 Block 1 Plan 1810
RL 56 & 57 PLAP EXC RES
Lot 2 Block 1 Plan 1810
RL 56 & 57 PLAP EXC RES

**CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 3015541/3**

**This is Exhibit "G" referred to in the
Affidavit of BRIAN JAHOOR
annexed hereto sworn before me by videoconference
on the _____ day of _____, 2023, at which time I watched
the deponent swear this document and sign it.**

**On this _____ day of _____, 2023, having received
this original executed document, I signed it.**

**A Barrister-At-Law in and for
the Province of Manitoba**

CLAIM FOR LIEN – The Builder's Liens Act Form 27.1

1. CLAIMANT(S) (full legal name and address)

6332189 Manitoba Ltd. o/a Gateway Projects
 108-1090 Waverly Street
 Winnipeg, Manitoba R3T 0P4

2. ASSIGNMENT (complete this box only if the lien has been assigned)

as assignee of _____

 (name address of assignor)

3. CLAIM

The claimant claims a lien under *The Builders' Liens Act* in the undermentioned land

4. NAME AND ADDRESS OF OWNER(S) OF LAND upon which this lien is claimed

This lien is claimed upon the estate of:
 Bokhari Development Inc.
 202-900 Harrow St. E

5. DESCRIPTION OF WORK DONE / SERVICES PROVIDED / MATERIALS SUPPLIED

This lien is in respect of the following (work done / services provided / materials supplied), that is to say:
 Electrical, mechanical, insulation, framing, parking preparation, plumbing, and drywall.

see schedule ☐

6. NAME AND ADDRESS OF PERSON for whom and upon whose credit (the work was done / the services were provided / the materials were supplied)

The work was (is to be) done / the services were (are to be) provided / the materials were (are to be) supplied for
 Bokhari Development Inc.

on or before the 8 day of June, 2023

7. AMOUNT CLAIMED

The amount claimed as due (or to become due) is the sum of \$ 2,573,550.00

8. LAND DESCRIPTION

The following is a description of the land to be charged:

LOTS 1 AND 2 BLOCK 1 PLAN 1810 PLTO
 EXC ALL MINES AND MINERALS VESTED IN THE
 CROWN (MANITOBA) BY THE REAL PROPERTY ACT
 IN RL 56 AND 57 PARISH OF PORTAGE LA PRAIRIE

AFFECTED TITLE NO. (S) **3015541/3**

see schedule ☐

9. CREDIT (when credit has been given, complete the following)

The said work was done (or is to be done) (or services were or are to be provided or materials were or are to be supplied) on credit and the period of credit expired (or will expire) on the _____ day of _____, 20____.

10. ADDRESS FOR SERVICE

The address of the claimant for the purpose of service is:
 108-1090 Waverly Street
 Winnipeg, MB R3T 0P4

11. SIGNATURE OF CLAIMANT

Dated at the City _____ of _____ Winnipeg _____, in the Province of
Manitoba, this 7 day of July, 2023.

6332189 Manitoba Ltd. o/a Gateway Projects per: Russell Sawatzky
I have authority to bind the corporation.

name of claimant

signature of claimant

12. IMPORTANT NOTICES

Any person who registers a claim for lien for an amount grossly in excess of the amount due to him or which he expects to become due to him or where he knows or ought to know that he does not have a lien is liable to any person who suffers damage as a result unless he satisfies the court that the registration of the claim for lien was made, and the amount for which the lien was claimed was calculated, in good faith and without negligence.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all applicants whether individual or corporate.

13. INSTRUMENT PRESENTED FOR REGISTRATION BY (include address, postal code, contact person and phone number)

Olschewski Davie
590 Main Street
Winnipeg, Manitoba R3B 1C9
Attention: Richard E. Olschewski/Kevin H. R. Munson

14. AFFIDAVIT VERIFYING CLAIM

I, Russell Sawatzky, as President of 6332189 Manitoba Ltd of the City _____ (city/town, etc.) of _____ in
the Province _____ (province/state, etc.) of _____ Manitoba _____ named (or agent of the Lien
Claimant named) in the annexed claim for lien,

MAKE OATH AND SAY/HEREBY AFFIRM that I believe the facts set forth in the annexed claim for lien are true.

SWORN/AFFIRMED before me at the City _____
of _____, in _____
this 7 day of July, 2023.

signature

A Commissioner for Oaths in and for the
Province of Manitoba
My Commission expires:
June 14th, 2024

A Notary Public in and for the Province of
Manitoba

WE, _____ of the _____ (city/town, etc.)
of _____ in the _____ (province/state, etc.)
of _____

AND
_____ of the _____ (city/town, etc.)
of _____ in the _____ (province/state, etc.)
of _____
named in the annexed claim for lien,

SEVERALLY MAKE OATH AND SAY/HEREBY AFFIRM that I believe the facts set forth in the annexed claim for lien
are true insofar as they relate to me.

SWORN/AFFIRMED before me at the _____
of _____, in _____ this
_____ day of _____.

signature

signature

A Commissioner for Oaths in and for the
Province of Manitoba
My Commission expires: _____

A Notary Public in and for the Province of Manitoba

Document Review

Registration #		Type	New Titles
1229156/3		Lien	
Notes			
1	13-Jul-23	Svetlana Bivol	6332189 Manitoba Ltd.-active
2	13-Jul-23	Svetlana Bivol	Sale code changed to BL.

CLAIM FOR LIEN – The Builder's Liens Act Form 27.1



1. CLAIMANT(S) (full legal name and address)

Golden Heating and Cooling Ltd.
Attention: Mike Krystik
Suite 170 Unit 3-212 Henderson Hwy
Winnipeg, Manitoba R2L 1L8

2. ASSIGNMENT (complete this box only if the lien has been assigned)

as assignee of _____

(name address of assignor)

3. CLAIM

The claimant claims a lien under *The Builders' Liens Act* in the undermentioned land

4. NAME AND ADDRESS OF OWNER(S) OF LAND upon which this lien is claimed

This lien is claimed upon the estate of: Bokhari Developments Inc., 1819 Park Drive, Portage La Prairie, MB

5. DESCRIPTION OF WORK DONE / SERVICES PROVIDED / MATERIALS SUPPLIED

This lien is in respect of the following (work done / services provided / materials supplied), that is to say: COMPLETE HVAC AND PLUMBING SUPPLY AND INSTALL SERVICES INCLUDING ALL FIXTURES.



see schedule

6. NAME AND ADDRESS OF PERSON for whom and upon whose credit (the work was done / the services were provided / the materials were supplied)

The work was (is to be) done / the services were (are to be) provided / the materials were (are to be) supplied for 6332189 Manitoba Ltd., 1819 Park Drive, Portage La Prairie, MB

on or before the 16th day of June, 2023.

7. AMOUNT CLAIMED

The amount claimed as due (or to become due) is the sum of \$ 223,898.00

8. LAND DESCRIPTION

The following is a description of the land to be charged:

LOTS 1 AND 2 BLOCK 1 PLAN 1810 PLTO
EXC ALL MINES AND MINERALS VESTED IN THE
CROWN (MANITOBA) BY THE REAL PROPERTY ACT
IN RL 56 AND 57 PARISH OF PORTAGE LA PRAIRIE



AFFECTED TITLE NO. (S) 3015541/3

see schedule

9. CREDIT (when credit has been given, complete the following)

The said work was done (or is to be done) (or services were or are to be provided or materials were or are to be supplied) on credit and the period of credit expired (or will expire) on the _____ day of _____, 20____.

10. ADDRESS FOR SERVICE

The address of the claimant for the purpose of service is: Suite 170 Unit 3-212 Henderson Hwy
Winnipeg, Manitoba R2L 1L8

11. SIGNATURE OF CLAIMANT

Dated at the City _____ of _____ Winnipeg _____, in the Province of
Manitoba, this 19th day of July, 2023.

Mike Krystik, President, Golden Heating and Cooling Ltd.

name of claimant

signature of claimant

12. IMPORTANT NOTICES

Any person who registers a claim for lien for an amount grossly in excess of the amount due to him or which he expects to become due to him or where he knows or ought to know that he does not have a lien is liable to any person who suffers damage as a result unless he satisfies the court that the registration of the claim for lien was made, and the amount for which the lien was claimed was calculated, in good faith and without negligence.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all applicants whether individual or corporate.

13. INSTRUMENT PRESENTED FOR REGISTRATION BY (include address, postal code, contact person and phone number)

Lange Khokhar Law, 8 – 1014 St. Mary's Road, Winnipeg, MB R2M 3S6
Attention: Ataf Khokhar 204-410-0962 File No. 19608

14. AFFIDAVIT VERIFYING CLAIM

I, Mike Krystik of the City (city/town, etc.) of Winnipeg in
the province (province/state, etc.) of Manitoba named (or agent of the Lien
Claimant named) in the annexed claim for lien,

MAKE OATH AND SAY/HEREBY AFFIRM that I believe the facts set forth in the annexed claim for lien are true.

SWORN/AFFIRMED before me at the City
of Winnipeg, in Manitoba
this 19th day of July, 2023


signature

A Commissioner for Oaths in and for the
Province of Manitoba
~~My Commission expires:~~

A Notary Public in and for the Province of
Manitoba

WE, _____ of the _____ (city/town, etc.)
of _____ in the _____ (province/state, etc.)
of _____

AND _____ of the _____ (city/town, etc.)
of _____ in the _____ (province/state, etc.)
of _____
named in the annexed claim for lien,

SEVERALLY MAKE OATH AND SAY/HEREBY AFFIRM that I believe the facts set forth in the annexed claim for lien are true insofar as they relate to me.

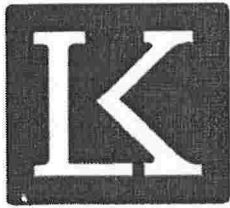
SWORN/AFFIRMED before me at the _____
of _____, in _____ this
_____ day of _____, _____.

signature

signature

A Commissioner for Oaths in and for the
Province of Manitoba
My Commission expires: _____

A Notary Public in and for the Province of Manitoba



**LANGE
KHOKHAR
LAW**

Ph: 204-272-0266
Fax: 204-272-0265
reception@lklawyers.ca

Chris C. E. Lange, B.P.E., J.D.

**Ataf T. Khokhar, J.D., B.Comm*

Valerie L. Suderman, B.A., J.D.

July 21, 2023

The Property Registry
500 – 200 Graham Avenue
Winnipeg, MB R3C 4L5

Ataf Khokhar*
(D): 204-410-0962
(E): Ataf@lklawyers.ca

Assistant: Melissa Gillespie
204-272-0266
melissa@lklawyers.ca

**8 – 1014 St. Mary's Road
Winnipeg, MB R2M 3S6**

Dear Sir/Madam:

File No.: 19608

3-1783 Plessis Road
Winnipeg, MB R3W 1N3

1-1450 Corydon Avenue
Winnipeg, MB R3N 0J3
NO DELIVERIES

**Re: Golden Heating and Cooling Ltd. (the "Claimant") Builder's Lien
against Bokhari Developments Inc.**

Pursuant to the above referenced matter, please correct Builder's Lien registration as follows:

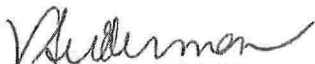
**Box 4. Owner of Land:
Bokhari Development Inc.
28-1 Snow Street
Winnipeg, Manitoba
R3T 2M4**

This is a correction of a typographical error/omission.

I am the Solicitor for the Claimant. I have my client's authority to make the above changes.

Yours truly,

LANGE KHOKHAR LAW CORPORATION


VALERIE SUDERMAN

VS/mg

**Legal Services provide by Khokhar Law Corporation*

Document Review

Registration #	Type	New Titles
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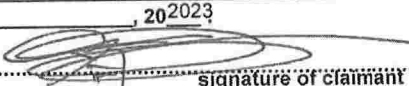
1229581/3

Builder's Lien

Notes

1	27-Jul-23	Fred Greengrass	Corporate status okay.
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CLAIM FOR LIEN – The Builder's Liens Act Form 27.1

1. CLAIMANT(S) <i>(full legal name and address)</i> Raycan Enterprises Inc. Box 501, Portage la Prairie, Manitoba, R1n 3b9
2. ASSIGNMENT <i>(complete this box only if the lien has been assigned)</i> as assignee of _____ _____ <i>(name address of assignor)</i>
3. CLAIM The claimant claims a lien under <i>The Builders' Liens Act</i> in the undermentioned land
4. NAME AND ADDRESS OF OWNER(S) OF LAND upon which this lien is claimed This lien is claimed upon the estate of: Bokhari Development Inc.
5. DESCRIPTION OF WORK DONE / SERVICES PROVIDED / MATERIALS SUPPLIED This lien is in respect of the following (work done / services provided / materials supplied), that is to say: Provision of siding, panels, soffits, gutters and pipes for buildings 1819 & 1821 Park Drive in Portage la Prairie, Manitoba see sched ☐
6. NAME AND ADDRESS OF PERSON for whom and upon whose credit (the work was done / the services were provided / the materials were supplied) The work was (is to be) done / the services were (are to be) provided / the materials were (are to be) supplied for 6332189 Manitoba Ltd. the general contractor for the above development on or before the 20 day of June, 2023
7. AMOUNT CLAIMED The amount claimed as due (or to become due) is the sum of \$ 116,340.00
8. LAND DESCRIPTION The following is a description of the land to be charged: LOTS 1 AND 2 BLOCK 1 PLAN 1810 PLTO EXC ALL MINES AND MINERALS VESTED IN THE CROWN (MANITOBA) BY THE REAL PROPERTY ACT IN RL 56 AND 57 PARISH OF PORTAGE LA PRAIRIE AFFECTED TITLE NO. (S) 3015541/3 ☐
9. CREDIT <i>(when credit has been given, complete the following)</i> The said work was done (or is to be done) (or services were or are to be provided or materials were or are to be supplied) on credit and the period of credit expired (or will expire) on the _____ day of _____, 20____.
10. ADDRESS FOR SERVICE The address of the claimant for the purpose of service is: c/o Miller Pressey Selinger, Box 368, Portage la Prairie, Manitoba, R1N 3B7
11. SIGNATURE OF CLAIMANT (AGENT) Dated at the City _____ of Portage la Prairie _____, in the Province of Manitoba, this 1 day of August, 2023 Raycan Exteriors Inc. name of claimant  signature of claimant (Agent)

12. IMPORTANT NOTICES

Any person who registers a claim for lien for an amount grossly in excess of the amount due to him or which he expects to become due to him or where he knows or ought to know that he does not have a lien is liable to any person who suffers damage as a result unless he satisfies the court that the registration of the claim for lien was made, and the amount for which the lien was claimed was calculated, in good faith and without negligence.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all applicants whether individual or corporate.

13. INSTRUMENT PRESENTED FOR REGISTRATION BY (include address, postal code, contact person and phone number)

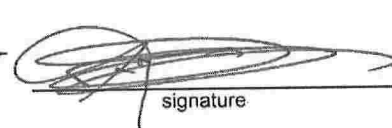
c/o Miller Pressey Selinger, Barrister and Solicitor (Gordon T. Selinger 204-857-3436)
Box 368, 103 Saskatchewan Avenue East, Portage la Prairie, Manitoba, R1N 3B7

14. AFFIDAVIT VERIFYING CLAIM

I, Gordon Timothy Selinger of the City (city/town, etc.) of Portage la Prairie in the Province (province/state, etc.) of Manitoba named (or agent of the Lien Claimant named) in the annexed claim for lien,

MAKE OATH AND SAY/HEREBY AFFIRM that I believe the facts set forth in the annexed claim for lien are true.

SWORN/AFFIRMED before me at the City
of Portage la Prairie in Manitoba
this 1 day of August, 2023.


signature

A Commissioner for Oaths in and for the
Province of Manitoba
My Commission expires: December 29, 2024

A Notary Public in and for the Province of

WE, _____ of the _____ (city/town, etc.)
of _____ in the _____ (province/state, etc.)
of _____

AND

_____ of the _____ (city/town, etc.)
of _____ in the _____ (province/state, etc.)
of _____
named in the annexed claim for lien,

SEVERALLY MAKE OATH AND SAY/HEREBY AFFIRM that I believe the facts set forth in the annexed claim for lien are true insofar as they relate to me.

SWORN/AFFIRMED before me at the _____
of _____, in _____ this _____
_____ day of _____, _____.

signature

signature

A Commissioner for Oaths in and for the
Province of Manitoba
My Commission expires: _____

A Notary Public in and for the Province of Manitoba

12. IMPORTANT NOTICES

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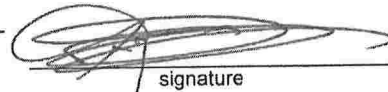
c/o Miller Pressey Selinger, Barrister and Solicitor (Gordon T. Selinger 204-857-3436)
Box 368, 103 Saskatchewan Avenue East, Portage la Prairie, Manitoba, R1N 3B7

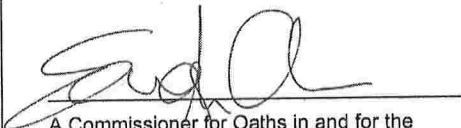
14. AFFIDAVIT VERIFYING CLAIM

I, Gordon Timothy Selinger of the City (city/town, etc.) of Portage la Prairie in the Province (province/state, etc.) of Manitoba named (or agent of the Lien Claimant named) in the annexed claim for lien,

MAKE OATH AND SAY/HEREBY AFFIRM that I believe the facts set forth in the annexed claim for lien are true.

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this 1 day of August, 2023


signature


A Commissioner for Oaths in and for the
Province of Manitoba
My Commission expires: December 29, 2024

~~A Notary Public in and for the Province of~~

~~WE, _____ of the _____ (city/town, etc.)
of _____ in the _____ (province/state, etc.)
of _____~~

~~AND~~

~~_____ of the _____ (city/town, etc.)
of _____ in the _____ (province/state, etc.)
of _____
named in the annexed claim for lien,~~

SEVERALLY MAKE OATH AND SAY/HEREBY AFFIRM that I believe the facts set forth in the annexed claim for lien are true insofar as they relate to me.

SWORN/AFFIRMED before me at the _____
of _____, in _____ this _____
_____ day of _____, _____

signature

signature

~~A Commissioner for Oaths in and for the
Province of Manitoba
My Commission expires: _____~~

~~A Notary Public in and for the Province of Manitoba~~

Miller Pressey Selinger*

BARRISTER AND SOLICITOR

P.O. BOX 368, 103 SASKATCHEWAN AVE E. PORTAGE LA PRAIRIE, MB R1N 3B7
PHONE: (204) 857-3436 FAX: (204) 857-9238 E-MAIL: gord@mpslaw.ca

August 2, 2023

Portage la Prairie Land Titles Office
Lower Level -25 Tupper St. N.
Portage la Prairie, MB.
R1N 3K1

Attention: Katrina

RE: Claim for Lien 1229706/3 (Raycan)

- A. Please correct Box 1 as follows, in order to correct a typographical error:
- "Replace *Raycan Enterprises Inc.* with *Raycan Exteriors Inc.*
- B. I am the solicitor for the Claimant and I have their authority to make these changes.
- C. Please find attached page 2 of the Claim for Lien with the affidavit for witness completed in box 14.

Yours truly,



Gordon T. Selinger
GTS/ec

Sent by email to: katrina.suderman@teranet.ca

Document Review

Registration #		Type	New Titles
1229706/3		Builder's Lien	
Notes			
1	2-Aug-23	Katrina Suderman	Raycan Enterprises is not a valid corporation
2	2-Aug-23	Katrina Suderman	Affidavit not witnessed
3	2-Aug-23	Katrina Suderman	Raycan Exteriors Inc. - OK

**This is Exhibit “H” referred to in the
Affidavit of BRIAN JAHOOOR
annexed hereto sworn before me by videoconference
on the ____ day of _____, 2023, at which time I watched
the deponent swear this document and sign it.**

**On this ____ day of _____, 2023, having received
this original executed document, I signed it.**

**A Barrister-At-Law in and for
the Province of Manitoba**

Business Debtor

Trista Suzanne
Marie Feniuk
(tds1tfen)



Logoff

Services

Registration Services

Financing Statement
Change Statement
Discharge Statement
Global Change

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Individual Debtor
Business Debtor
Registration Number
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Fees
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Registration History
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Land Titles Online
Plan Deposit Submission
Title Check
Account Information

Search Results Similar Matches Print Requests Mailing Information Payment

Help

Search by Business Debtor: 1 similar match was found.

Business Debtor Name	No. of Registrations
1. BOKHARI DEVELOPMENT INC.	1

1. BOKHARI DEVELOPMENT INC.

☐ Include in Printed Search Results

1.1 BOKHARI DEVELOPMENT INC.: Registration 202116517401 (2021-09-14 8:32:41 AM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2061-10-01
Debtor Address	202 -900 Harrow Street East Winnipeg, Manitoba Canada R3M 3Y7
Secured Parties (party code, name, address)	Peoples Trust Company Suite 1310 - 95 Wellington Street West Toronto, Ontario Canada M5J 2N7
General Collateral Description	GENERAL SECURITY AGREEMENT / ASSIGNMENT OF AGREEMENTS / ASSIGNMENT OF REPLACEMENT RESERVE FUND A security interest is taken in all of the Debtor's present and future undertaking and property of every kind with respect to, comprising, located at, arising from, or otherwise related to the Lands (defined below), including (without limitation) the full benefit of all construction contracts, permits, plans and specifications entered into with respect to the Lands, and the full benefit and advantage of the replacement reserve fund with respect to the Lands. GENERAL ASSIGNMENT OF RENTS AND LEASES All revenues, receipts, income, credits, deposits, rents, additional rents, tenant recoveries and other receivables of any nature and kind whatsoever arising from, payable under or related to the Leases (defined below), whether past due, now due or hereafter to become due and the benefit of all covenants of tenants, users, occupiers, licensees and guarantors under or in respect of the Leases (defined below). "Leases" Includes: (a) every existing and future lease and agreement to lease in respect of the whole or any portion of the Lands (defined below); (b) every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands (defined below), whether or not pursuant to any written lease, agreement or licence; (c) every existing and future guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands (defined below); and (d) every existing and future assignment of, and agreement to assume, the obligations of tenants of the whole or any portion of the Lands (defined below). "Lands" means the lands and premises municipally known as 1801 - 1825 Park Drive, Portage la Prairie and legally described as: LOTS 1 AND 2 BLOCK 1 PLAN 1810 PLTO EXC ALL MINES AND MINERALS VESTED IN THE CROWN (MANITOBA) BY THE REAL PROPERTY ACT IN RL 56 AND 57 PARISH OF PORTAGE LA PRAIRIE

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**This is Exhibit "I" referred to in the
Affidavit of BRIAN JAHOOOR
annexed hereto sworn before me by videoconference
on the _____ day of _____, 2023, at which time I watched
the deponent swear this document and sign it.**

**On this _____ day of _____, 2023, having received
this original executed document, I signed it.**

**A Barrister-At-Law in and for
the Province of Manitoba**

Melanie LaBossiere

From: Melanie LaBossiere
Sent: Tuesday, August 22, 2023 3:18 PM
To: Melanie LaBossiere
Subject: FW: Portage La Prairie - #52686

Importance: High

From: Alexander Durand <adurand@mcommercial.ca>
Sent: Thursday, March 23, 2023 9:48 AM
To: Darryl Morley <DarrylM@peopletrust.com>
Subject: Re: Portage La Prairie - #52686

Thanks, Darryl. Can I get a copy of the revised COI showing the extension to September so I can forward it to the quantifier?

On Thu, Mar 23, 2023 at 9:40 AM Darryl Morley <DarrylM@peopletrust.com> wrote:

Hey Alex – yes sending him the revised COI shouldn't be a problem.

From: Alexander Durand <adurand@mcommercial.ca>
Sent: Thursday, March 23, 2023 9:36 AM
To: Darryl Morley <DarrylM@peopletrust.com>
Subject: Re: Portage La Prairie - #52686

Hi Darryl,

The quantifier for this project is asking if we can send him confirmation from CMHC that we have the extension to Sept 30th on this project.

He has the letter from PTC but would like to have confirmation from CMHC as well. Is there anything we can supply for this? Maybe the revise COI?

Thanks

On Mon, Feb 13, 2023 at 11:32 AM Alexander Durand <adurand@mcommercial.ca> wrote:

Great, thanks for the update.

On Mon, Feb 13, 2023 at 11:20 AM Darryl Morley <DarrylM@peopletrust.com> wrote:

Thanks Alex – well received. I have made a request to CMHC to extend Final Funding date until end of August. Will let you know once I hear something from Richard Sam.

Thanks

From: Alexander Durand <adurand@mcommercial.ca>

Sent: Monday, February 13, 2023 9:34 AM

To: Darryl Morley <DarrylM@peopletrust.com>

Subject: Re: Portage La Prairie - #52686

Good morning Darryl

Please see the contract.

Apparently, hydro is estimating the timeline for the hook up of hydro for Portage La prairie will be around June 1st, 2023, as stated in the attached. The borrower is talking to Hydro to see if this can be earlier, but if not, then we will not be able to have occupancy until this is completed. We are estimating the end of Aug., as the worst-case scenario due to hydro delayed hook up

Please let CMHC know that this delay is causing a delay in the completion of the site

Please get an extension from CMHC to have this extended to, say Aug 31st, 2023, as the worst-case scenario

Thank you

On Fri, Feb 10, 2023 at 10:35 AM Darryl Morley <DarrylM@peoplestrust.com> wrote:

Hi Alex – could you provide the contract confirmation as I suspect I will need to provide CMHC with this in order to obtain extension.

Thanks

From: Alexander Durand <adurand@mcommercial.ca>

Sent: Friday, February 10, 2023 10:29 AM

To: Darryl Morley <DarrylM@peoplestrust.com>

Subject: Re: Portage La Prairie - #52686

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

Hi Darryl,

Apparently, Manitoba Hydro will not be able to hook up this site until late June or beginning of July. I am getting the contract confirmation as to the expected timeline.

Due to this main reason, we cannot complete this build out until then. I believe the timeline was end of March. We need an extension to end of July to complete.

Can you make the request to CMHC to extend the final advance date to July ?

Thank you

On Wed, Nov 9, 2022 at 9:57 AM Alexander Durand <adurand@mcommercial.ca> wrote:

Hi Darryl,

I just got an update on this construction project.

Their completion date is now expected to be July 2023, however, the COI says the final advance date is March 30th, 2023.

Do you know what the process is with CMHC regarding pushing back the finale advance date?

Thanks

--

Alexander Durand commercial Mortgage Broker/Courtier Hypothécaire Commercial

cell: 514-240-2716 | email: adurand@mcommercial.ca

402-6505 Trans Canada Route, Saint-Laurent, QC, H4T 1S3

MCommercial AMF# 3001938985 / FSRA# 12020 / RECA# 00486248 / BCFS# X300049 / MSC# RW-1511017

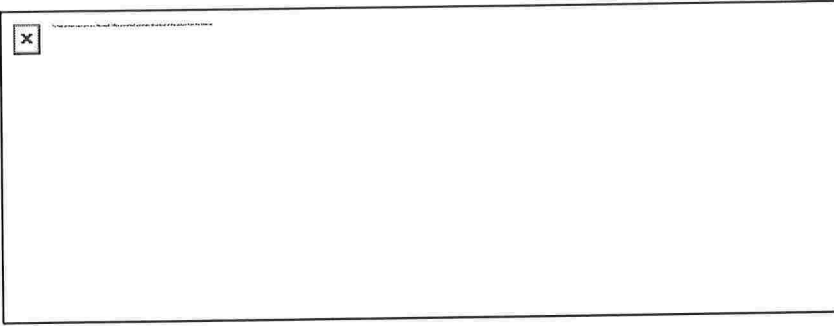


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Alexander Durand Commercial Mortgage Broker/Courtier Hypothécaire Commercial

cell: 514-240-2716 | email: adurand@mcommercial.ca

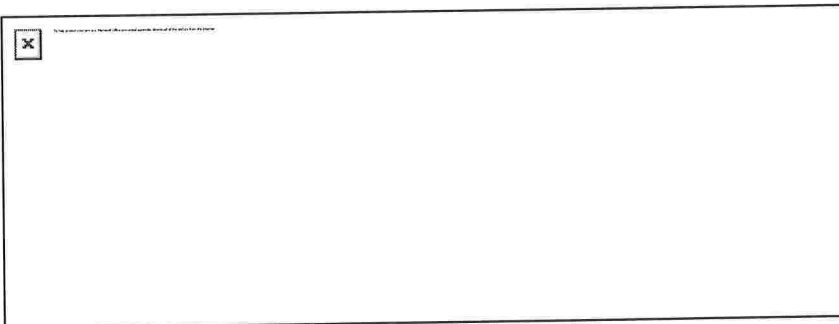
402-6505 Trans Canada Route, Saint-Laurent, QC, H4T 1S3



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cell: 514-240-2716 | email: adurand@mcommercial.ca

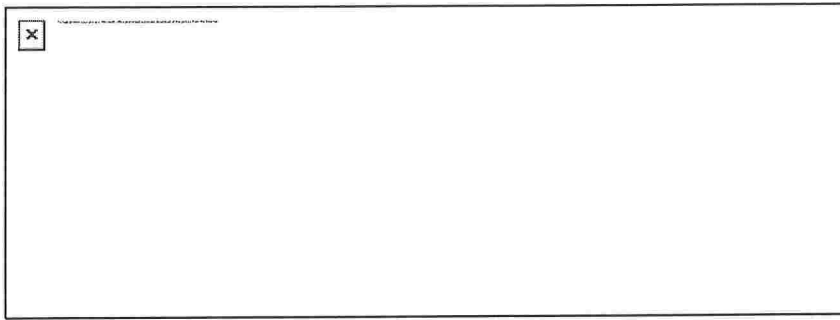
402-6505 Trans Canada Route, Saint-Laurent, QC, H4T 1S3



--
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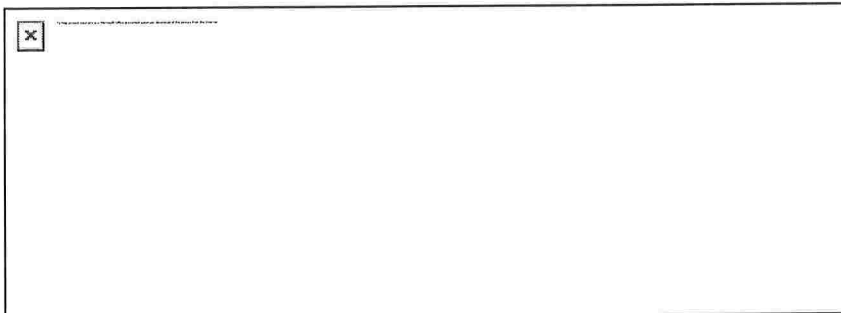
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cell: 514-240-2716 | email: adurand@mcommercial.ca

402-6505 Trans Canada Route, Saint-Laurent, QC, H4T 1S3

MCommercial AMF# 3001938985 / FSRA# 12020 / RECA# 00486248 / BCFS# X300049 / MSC# RW-1511017



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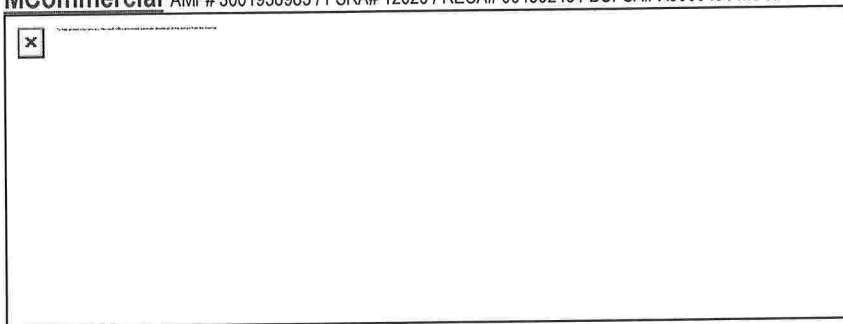
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Alexander Durand Commercial Mortgage Broker/Courtier Hypothécaire Commercial

cell: 514-240-2716 | email: adurand@mcommercial.ca

402-6505 Trans Canada Route, Saint-Laurent, QC, H4T 1S3

MCommercial AMF# 3001938985 / FSRA# 12020 / RECA# 00486248 / BCFS# X300049 / MSC# RW-1511017



**This is Exhibit "J" referred to in the
Affidavit of BRIAN JAHOOOR
annexed hereto sworn before me by videoconference
on the _____ day of _____, 2023, at which time I watched
the deponent swear this document and sign it.**

**On this _____ day of _____, 2023, having received
this original executed document, I signed it.**

**A Barrister-At-Law in and for
the Province of Manitoba**

Melanie LaBossiere

From: Melanie LaBossiere
Sent: Tuesday, August 22, 2023 3:09 PM
To: Melanie LaBossiere
Subject: FW: Portage La Prairie Project 52686

From: Ben Weishaupt <BenWeishaupt@bty.com>
Sent: Tuesday, August 1, 2023 11:14 AM
To: Darryl Morley <DarrylM@peoplestrust.com>
Cc: Nathan Gerbrecht <NathanGerbrecht@bty.com>
Subject: RE: Portage La Prairie Project

Hi Darryl,

At the beginning of the project, we confirmed the only bonding in place was for the foundation contractor (works on-site had not yet commenced). As new scopes of work started up, we had not received any further bonding information, and missed following up with the Borrower on this.

The "Major Contractors" currently performing work were Mechanical, Electrical, and Drywall. Electrical was a new sub-contractor, and the drywall scope was just commencing. At this time, we had requested that bonds for these contractors be provided.

Our understanding is that these contractors were in the process of putting bonds in place, but this stopped when they were instructed to stop work on-site. As such, we have not received any further bonding information to date.

Let me know if you have any further questions, or if you'd like to have a quick call to run through anything else.

Thank you,

Ben



Ben Weishaupt PQS, B. A. SC
Associate Director
T: 403-269-5155 E: BenWeishaupt@bty.com

**This is Exhibit "K" referred to in the
Affidavit of BRIAN JAHOOR
annexed hereto sworn before me by videoconference
on the _____ day of _____, 2023, at which time I watched
the deponent swear this document and sign it.**

**On this _____ day of _____, 2023, having received
this original executed document, I signed it.**

**A Barrister-At-Law in and for
the Province of Manitoba**

July 13, 2023

*Delivered via Email: mortgageservices@peopletrust.com
darrylm@peopletrust.com
tannerc@peopletrust.com*

Peoples Trust Company
Mortgage Services
Suite 1400 – 888 Dunsmuir Street
Vancouver, BC V6C 3K4

Attention: Mortgage Services

Dear Sir/Madam:

Re: Mortgage Number 52686 -

Please be advised that we have been retained by Mr. Darcy Shaver, shareholder of the corporation Bokhari Development Inc., borrower on the Mortgage No. 52686 secured with you, Peoples Trust Company.

We have had a chance to review documents provided by our client concerning the mortgage as well as documents pertaining to the project, the Tahir Residences at 1801 – 1825 Park Drive, Portage la Prairie, MB (the "Property"). The mortgage commitment letter is attached herein at Schedule A for ease of reference (the "Mortgage").

Terms of the Mortgage included, among others:

- 1) Borrower: Bokhari Development Inc.;
- 2) Loan amount of \$31,600,000.00;
- 3) CMHC premium of \$1,185,000.00;
- 4) Maturity date of March 30, 2023;
- 5) Guarantor: Darcy Shaver;
- 6) Interest rate: 2.45% per annum;
- 7) Pre-funding conditions:
 - a. Compliance with CHMC Certificate of Insurance #23270175 and all Special Conditions attached thereto;
- 8) Construction advances to be advanced upon receipt of an inspection report by a cost consultant approved by the Lender for each advance;

- 9) Any cost overruns or increases to be funded by the Borrower;
- 10) All advances based on work in place/cost to complete certifications from the Lenders Cost Consultant;
- 11) Special Conditions: the obligation of the Lender to fund this Loan is conditional on CMHC providing a Certificate of insurance for this loan. All terms and conditions of the Certificate of Insurance are incorporate into and form part of this Commitment. Where there is a conflict between the terms of the Certificate of Insurance and this Commitment, then the terms of the Certificate of Insurance shall govern.

We also note that as part of securing the loan, CMHC has provided insurance for the loan through Certificate of Insurance No. 23270175. We have attached the insurance certificate as well to Schedule B for ease of reference. Terms of the Certificate of Insurance included, among others:

- 1) Construction Contract Type: General Contractor – fixed price. Prior to the start of construction, the Approved Lender is to ensure that the project is to be built under a general contractor arrangement where the contract is at a fixed price, no greater than \$33,268,900.00. The fixed price contract is to be given as security to the Approved Lender and the Approved Lender is to confirm the acceptability of the general contractor and the form of the contract. The fixed price contract must be bonded at the level of 50% for labour and material and 50% performance, with the Approved Lender appropriately designated the beneficiary of the bond.

The purpose of our retainment by Mr. Shaver was due to Mr. Shaver's reservations as to how the Project was progressing and money that had been paid out. The extent of Mr. Shaver's reservations included the following:

- 1) That the percentage or status of completion of the Project was not consistent with the total amount of payment having been made on the Project to the general contractor, 6332189 Manitoba Ltd. o/a Gateway Projects. This was especially concerning since the work that had been completed was significantly less than what had been deemed as completed by the consultant, T-Square Techniques Inc., and the payment certifier, BTY;
- 2) That at all material times, there was no labour and material bonds secured by the general contractor Gateway prior to the commencement of the work on the project or prior to the release of the first construction draw from Peoples Trust Corporation; and
- 3) That the project was continuously being delayed, being at about 18 months post anticipated completion date without any reasoning or cause provided.

It was Mr. Shaver's understanding that Mr. Don Knight, lawyer, had been acting as his lawyer along with acting as counsel for Bokhari Developments. This has turned out not to be the case. At this time, Mr. Knight has expressed that he acts on behalf of the corporation, Bokhari Development Inc. only.

Due to his concerns, Mr. Shaver retained an independent consulting firm to complete a review of the Project to assess the amount of work allegedly having been completed,

and whether it coincides with what has been paid out of the construction loan. Unsurprisingly to Mr. Shaver, the independent consultant concluded that the project is only about 50% completed, which is a stark contrast to the 70% of construction funds having been paid out up to this point. This discrepancy has only furthered Mr. Shaver's concern as to how this Project has been handled. Attached at Schedule C herein is a copy of the draft report.

As can be seen from the report, the Project is deemed to be only at 50.85% completed, which is stark contrast from what has been paid out under the construction draws at around 69% completed. This discrepancy is quite concerning and causes Mr. Shaver significant distress being the guarantor on the Mortgage. It is not without reasonable assumptions that the Project will not be completed on budget by the General Contractor and that Bokhari Development will have to provide further funds to complete the Project. At this time, there is a significant lack of confidence that funds above and beyond the Mortgage will be available to complete the Project, which will result in the Project being unfinished, the Mortgage being defaulted on, and the guarantee being called by Peoples against Mr. Shaver personally.

It should be made clear that at all material times, it has been Mr. Shaver's intention to complete the Project, which should be evident right from his initial involvement and injection of capital and securing the Mortgage for the Project to go from dead into the water to being on its way to completion. At all material times, the actions of other parties involved in this Project have caused its delays and increase in costs. The current delay, when compared to what has previously resulted in an 18-month delay, is minimal. The rash and expedited actions taken as a result of this minimal delay, which is only occurring due to the inaction taken by Mr. Knight and his failure to disclose the requested documentation, is surprising to say the least.

We have reviewed correspondence that has been exchanged between certain parties involved in this Project, including MCommercial and Approved Financing, brokers acting for the relevant parties. There has been representation made by MCommerical that Peoples is unwilling to continue to fund the Project due to a lack of bonding and the current delay.

We are advised that our client contacted Darryl Morley, representative of Peoples Trust, on or about June 13, 2023 advising him directly that there was an issue with the Project, in particular, that the Project had been overpaid from construction draws when looking at actual work being completed, that bonding had not been in place prior to the first construction draw or the subsequent draws, and the issues that presented with not being in compliance with the CMHC insurance and the Mortgage. In return correspondence, Mr. Morley acknowledged the issue of bonding not being in place and that BTY, the payment certifier for Peoples, had missed this and were in the process of correcting same. Attached to this letter at Schedule D is a copy of the email exchanges between Mr. Shaver and Mr. Morley evidencing same. It should be noted that Mr. Shaver had previously advised the parties involved, including Peoples Trust, in March of 2023, of the aforementioned issues, and nothing was done.

In consideration of the foregoing, in an effort to allow for a full understanding as to what has occurred on this file, we request a response to the following questions:

- 1) Whether Peoples was aware at all material times that no bonding had been in place prior to release of the first draw;
- 2) Whether Peoples waived the requirement for bonding;
- 3) Whether CMHC was advised that bonding had been secured;
- 4) Whether Peoples requires that Bonding be put in place for further draws;
- 5) Whether Peoples requires that the Borrower obtain subsequent financing to replace the Mortgage;
- 6) Whether BTY has obtained any bonding for the Project to correct the mistake of missing it prior to issuing the first construction draw;
- 7) Whether Peoples requires an attendance to the Property to review the completed work;
- 8) What if any options Peoples Trust views as viable in order to accommodate the current status quo and facilitate continued lending to complete the Project; and
- 9) Whether any further actions be taken by the Borrower to ensure that the Mortgage is not in default;

We kindly request that you provide us with answers to the above.

At this juncture, due to the nature of the work being completed, we are hesitant that there can be any bonding secured for the remaining portion of construction. In the event that bonding can not be secured, we request that Peoples provide us their position as to whether there are any avenues to ensure that funding continues in order to complete the Project.

Yours truly,

HOLLOWAY THLIVERIS LLP

Per:



SCOTT W. CANNON

SWC/cls

Attach.

**This is Exhibit "L" referred to in the
Affidavit of BRIAN JAHOOR
annexed hereto sworn before me by videoconference
on the ____ day of _____, 2023, at which time I watched
the deponent swear this document and sign it.**

**On this ____ day of _____, 2023, having received
this original executed document, I signed it.**

**A Barrister-At-Law in and for
the Province of Manitoba**



THOMPSON
DORFMAN
SWEATMAN

Writer's Name Melanie M. LaBossiere
Direct Telephone 204-934-2508
E-mail Address mml@tdslaw.com
Direct Fax 204-934-0538

August 3, 2023

VIA REGISTERED MAIL

Bokhari Development Inc.
202-900 Harrow Street East
Winnipeg MB R3M 3Y7

Darcy Shaver
87 Lakeshore Road
Winnipeg MB R3T 4A7

Attention: Darcy Shaver

Re: Peoples Trust Company
 Construction Loan and Mortgage No. 52686
 Our Matter No. 0202363 RAM

We are the lawyers for Peoples Trust Company ("**Peoples**") with respect to the above-noted matter.

As you are aware, Peoples previously entered into a loan agreement for the principal sum of \$32,815,800.00 with Bokhari Development Inc. ("**Bokhari**") pursuant to a Commitment Letter dated June 29, 2021 and Mortgage No. 1217450/3 (the "**Mortgage**") in connection with the property commonly known as 1801-1825 Park Drive, Portage la Prairie, Manitoba (the "**Property**").

In connection with this Mortgage, Bokhari also provided Peoples with, among other things a General Security Agreement dated August 30, 2021 (the "**GSA**"), covering all of Bokhari's present and after-acquired property, both real and personal.

Pursuant to the guarantee dated August 30, 2023 (the "**Guarantee**"), Mr. Darcy Shaver also jointly and severally, absolutely, irrevocably and unconditionally guaranteed the full satisfaction and payment by Bokhari of the indebtedness owing to Peoples under the Mortgage. Given the Guarantee, we are also writing to demand payment from Mr. Shaver in his capacity as guarantor in accordance with their obligations under the Guarantee.

We are advised by Peoples that Bokhari is in default of its obligations to Peoples, including but not limited to, failing to make interest payments due and owing to Peoples pursuant to the loan agreement and Mortgage in the amount of \$120,928.90, ceasing work on the construction project (the "**Project**") at the Property, failing to obtain sufficient bonding, and holding up draws in connection with the Project.

Peoples has serious concerns regarding the management of the Project. Peoples expects that all necessary steps will be taken to resume work on the Project, obtain acceptable



THOMPSON
DORFMAN
SWEATMAN

bonding, address construction liens and sign off on required draws in order to allow the Project to continue. The continued failure of Bokhari and/or Mr. Shaver to fulfill these obligations under the loan agreement and Mortgage have put People's security at risk. This is unacceptable to Peoples and requires Bokhari take immediate action to remedy these defaults.

As a result of the aforesaid defaults, Peoples is hereby demanding payment in full of all amounts owing to Peoples by Bokhari pursuant to the aforesaid loan agreement. In addition, by way of this correspondence, Peoples is also demanding payment from Mr. Shaver in his capacity as guarantor of all of the indebtedness of Bokhari to Peoples under the Mortgage.

As at August 3, 2023, the amount due and owing to Peoples with respect to the Mortgage was \$21,357,445.26. Interest, costs and other fees also continue to accrue on this amount from August 3, 2023 in accordance with the terms of the aforementioned loan agreement.

Payment in full of all the indebtedness owing to Peoples is required to be made within ten (10) business days of this letter. To the extent you intend to voluntarily make payment of the amount due and owing, we would ask that you contact our office so that we can obtain an exact payout figure as at the time of the proposed payment.

If payment is not made as demanded, Peoples reserves the right to proceed with any and all remedies available to it at law including, *inter alia*, the commencement of legal proceedings in the Manitoba Court of King's Bench against the individual guarantor, and the enforcement of the security held against the assets of Bokhari. In furtherance of the potential enforcement of that security, we enclose a Notice of Intention to Enforce Security pursuant to s. 244 of the *Bankruptcy and Insolvency Act* addressed to Bokhari.

Yours truly,

THOMPSON DORFMAN SWEATMAN LLP

Per:



Melanie M. LaBessiere

MML
Encls.

cc. Brian Jahoor, Peoples Trust Company, *via email*
Don Knight, lawyer for Bokhari, *via email*
Scott Cannon, lawyer for Mr. Shaver, *via email*

NOTICE OF INTENTION TO ENFORCE SECURITY
(BANKRUPTCY AND INSOLVENCY ACT, R.S.C, 1985, c. B-3, as amended)

TO: BOKHARI DEVELOPMENT INC.
202-900 Harrow Street East
Winnipeg MB R3M 3Y7

being an insolvent person.

TAKE NOTICE THAT:

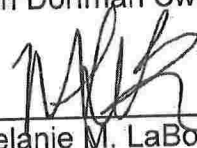
1. PEOPLES TRUST COMPANY, Suite 1310-95 Wellington St. W, Toronto, Ontario M5J 2N7 ("**Peoples**"), intends to enforce its security on the insolvent person's property, as described below:
 - (a) All of the insolvent person's present and after-acquired undertaking and property, both real and personal, as set out in the security agreements and documentation referred to below, including as against the real property owned by the insolvent person BOKHARI DEVELOPMENT INC. as represented by Title No. 3015541/3.
2. The security that is to be enforced is the following:
 - (a) General Security Agreement dated August 30, 2021 in favour of Peoples, providing Peoples with a security interest over all property now held or in the future held by the insolvent person, as registered in the Manitoba Personal Property Registry as Financing Statement No. 202116517401 on September 14, 2021; and
 - (b) Mortgage No. 1217450/3 in favour of Peoples in the stated principal amount of \$32,815,800.00 as registered against the real property currently represented by the following title number: Title No. 3015541/3
 - (c)

3. The total amount of indebtedness secured by the security as at August 3, 2023 is \$21,357,445.26 plus all further interest, costs, fees and other amounts due to Peoples pursuant to the terms and conditions of the applicable credit and security agreements between Peoples and the insolvent person.
4. Peoples will not have the right to enforce the security until after the expiry of the 10-day period after this Notice is sent unless the insolvent person(s) consent to an earlier enforcement.

DATED at the City of Winnipeg, in the Province of Manitoba, this 3rd day of August, 2023.

PEOPLES TRUST COMPANY,
by its solicitors and agents
Thompson Dorfman Sweatman LLP

Per: _____


Melanie M. LaBossier

**This is Exhibit “M” referred to in the
Affidavit of BRIAN JAHOOOR
annexed hereto sworn before me by videoconference
on the ____ day of _____, 2023, at which time I watched
the deponent swear this document and sign it.**

**On this ____ day of _____, 2023, having received
this original executed document, I signed it.**

**A Barrister-At-Law in and for
the Province of Manitoba**

**THE KING'S BENCH
Winnipeg Centre**

BETWEEN:

SYED GHAZANFAR BOKHARI,

Plaintiff,

– and –

DARCY SHAVER,

Defendant.

ORDER

HILL SOKALSKI WALSH LLP
Litigation Counsel
2670 – 360 Main Street
Winnipeg, Manitoba
R3C 3Z3

Dave Hill / Ryan Nerbas

Telephone: (204) 943-6740
Fax: (204) 943-3934
File No. **23184**

**THE KING'S BENCH
Winnipeg Centre**

THE HONOURABLE MR.) Wednesday, August 9, 2023
JUSTICE HARRIS)
)

BETWEEN:

SYED GHAZANFAR BOKHARI,

Plaintiff,

– and –

DARCY SHAVER,

Defendant.

ORDER

THIS MOTION made by the Plaintiff for an Order:

- (a) granting the Plaintiff an urgent hearing of the within Motion;
- (b) abridging the time for filing and service of the within Notice of Motion and supporting materials; and
- (c) compelling the Defendant to execute all necessary documents and attend to all steps necessary to transfer legal title to the Shares, as defined in the Notice of Motion filed August 4, 2023, to the Plaintiff within 5 business days of being served with the Order;

was heard on Wednesday, August 9, 2023 at the Law Courts, 408 York Avenue, Winnipeg, Manitoba.

ON READING the Notice of Motion filed by the Plaintiff on August 4, 2023, the Affidavit of Syed Ghazanfar Bokhari sworn August 7, 2023 and filed August 8, 2023, the Motion Brief of the Plaintiff filed August 8, 2023, the Notice of Motion of the Defendant filed August 8, 2023, and the Affidavit of Scott Cannon sworn and filed on August 8, 2023, and on hearing the submissions of counsel for the parties:

2. THIS COURT ORDERS THAT:

- (a) the Plaintiff is granted an urgent hearing of this motion;
- (b) the time for filing and service of the Notice of Motion and supporting materials is abridged;
- (c) the Defendant shall execute all necessary documents and attend to all steps necessary to transfer legal title to the Shares, as defined in the Notice of Motion filed August 4, 2023, to the Plaintiff within 5 business days of being served with this Order; and
- (d) the Plaintiff is entitled to the costs of this motion on an elevated basis equivalent to 1.5 times tariff costs (class 2), forthwith and in any event of the cause.

August , 2023

HARRIS J.

APPROVED AS TO FORM

HILL SOKALSKI WALSH LLP

Per: _____

Lawyers for the Plaintiff

HOLLOWAY THLIVERIS LLP

Per: _____

Lawyers for the Defendant

**THE KING'S BENCH
Winnipeg Centre**

BETWEEN:

SYED GHAZANFAR BOKHARI,

Plaintiff,

– and –

DARCY SHAVER,

Defendant.

ORDER

HILL SOKALSKI WALSH LLP
Litigation Counsel
2670 – 360 Main Street
Winnipeg, Manitoba
R3C 3Z3

Dave Hill / Ryan Nerbas

Telephone: (204) 943-6740
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File No. **23184**